

GENERAL AGREEMENTS

Between the

BUREAU OF RECLAMATION

UNITED STATES

DEPARTMENT OF THE: INTERIOR

AND

INTERNATIONAL BROTHERHOOD

Of

ELECTRICAL WORKER AFL-CIO

LOCAL 640

PARKER-DAVIS DAMS

INDEX

	<u>PAGE</u>
<u>Preamble</u>	i
Article I Principles, Policies and Purposes	1
Article II Effective Date and Renewal	6
Article III Application	8
Article IV Negotiations	9
Article V Mediation and Arbitration	12
Article VI Labor-Management Cooperation	14
Article VII Adjustments of Grievances	15
Article VIII Union Membership	20
Article IX Bulletin Boards	21
Article X Union Representatives and Shop Stewards	22
Article XI Distribution of Agreement	24
Article XII Voluntary Salary Allotments of Union Dues	25
<u>WORKING RULES AGREEMENT</u>	28
Article I Safety and Health	29
Article II Selection of Employees	31
Article III Disciplinary Actions and Removals	33
Article IV Reduction-in-Force	34
Article V Work Outside Classifications	35
Article VI Hours of Work	36
Article VII Call Out Overtime	
Article VIII Meal Conditions	40
Article IX Travel Time	42
Article X Control Room Workers	43
Article XI Official time for Union Negotiating Members	44
Article XII Penalty Rates for Maintenance Employees	45
Article XIII Work Schedules	47
Article XIV Overtime	49
Article XV Pre-Complaint Procedure for Allegations of Unfair Labor Practices (ULP)	50
Article XVI Mid-Life Bargaining	51
Article XVII Leave	53
Article XVIII Training	56

Article XIX	Definitions	57
Article XX	Step System Application	58
Article XXI	General Step System Rules	60
Article XXII	Right of Union Representation	61
Appendix A	LCDPO Alternate Work Schedule	62
	Supplementary Wage Increase 1987	63

PREAMBLE

Pursuant to Public Law 95-454 and the Employee-Management Relations Policy of the United States Department of the Interior, and subject to all applicable laws and regulations, this General Employee-Management Agreement, and such supplementary agreements as may be agreed upon from time to time, constitute a collective bargaining agreement between the United States Bureau of Reclamation, United States Department of the Interior, hereinafter called the "Bureau" acting through the Project Manager of the Lower Colorado Dams Project Office, hereinafter called "Project" and Local Union No. 640, International Brotherhood of Electrical Workers, AFL-CIO, hereinafter called the "Union," as the exclusive bargaining agent, representing all hourly employees in the trades and crafts of the Project, who are exempt from the Classification Act of 1949, as amended, and who are engaged in operation and maintenance activities for the Project.

Article I

PRINCIPLES, POLICIES, AND PURPOSES

Section 1.1.

It is recognized that the Project is an agency of the Government of the United States; that it is dedicated to the accomplishment of the public purposes for which it was created; and that in the accomplishment of those public purposes and the discharge of those duties and responsibilities; the Project Manager, and the employees of the Project must comply with and conform to all applicable Federal laws, executive orders, and regulations, including the paramount polices and regulations prescribed by the Secretary of the Interior and the Commissioner of the Bureau.

Section 1.2.

The Project and the Union further recognize that cooperation by the Project Manager and officials in administrative charge of Project operations and the employees on the basis of mutual understanding arrived at through the processes of collective bargaining, is a valuable aid to the accomplishment of those public purposes.

Section 1.3.

The Project and the Union also recognize that they have a common and sympathetic interest in the operation and maintenance of Federal Reclamation projects, and that the promotion of their common interests will be furthered and extended by the establishment and maintenance of labor management cooperation between the Project and the employees.

Section 1.4.

Therefore, the Project and the Union hereby agree to establish the conference and consultative procedures hereinafter provided for the following purposes;

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

Section 1.5.

Project officials retain the right and obligation, in accordance with applicable laws and regulations to:

1. Determine the mission, budget, organization, number of employees, and internal security practices;
2. Direct, hire, promote, demote, transfer, assign, layoff, and retain employees in positions within the Project;
3. To suspend, discharge, reduce in grade or pay, or to take other disciplinary action against employees for proper cause;
4. Maintain the efficiency of the Government operations entrusted to them;
5. Determine the methods, means, and numbers and kinds of personnel by which such operations are to be conducted.

Section 1.6

Project officials shall be free in situations of emergency to take whatever actions may be necessary to carry out their assigned mission, regardless of any prior commitment.

When practicable within the time limits dictated by the emergency, Project officials shall confer with the Union representative prior to taking action which would alter or violate previous commitments.

Section 1.7.

The public interest in the accomplishment of the purposes set forth in the Agreement always being paramount, the Project and the Union further agree that, pending the determination or adjustment of any issue arising between them by means of the conference procedures hereinafter provided, there will be no change in conditions or written understanding applicable to such issue, and there will be no stoppage or interference with the progress of work. Furthermore, it is understood and agreed that the formulation of this Agreement does not in any way imply that the employees covered acquire any rights collectively to cease work or withdraw from the service or otherwise interfere by concerted action in any way or at any time with the accomplishment of the public purpose for which the Project employing them has been established.

Section 1.8.

The Union agrees for its members that they will individually and collectively perform loyal and efficient work and service, that they will use their influence and best efforts to protect the property of the Bureau and the Project, and that they will cooperate in promoting and advancing the welfare of the Bureau and the Project and the protection of its services to the public at all times. The Project and the Union agree that they will mutually cooperate with one another in an effort to promote harmony and efficiency among the Project's employees.

Section 1.9.

In the event that any law binding on the Project is hereafter enacted and is inconsistent with any of the provisions of this Agreement or any recorded understanding hereunder, the Project Manager, or his designated representative, shall promptly issue a joint statement interpreting the effect of such change upon this Agreement or recorded understanding. Within thirty (3) days thereafter, if either deems its interests are materially affected, such party may request negotiation or an appropriate modification of the Agreement or recorded understanding.

Section 1.10.

Every supplementary agreement entered into by the Union and the Project or any other recorded understanding made by the Union President or his designated representative, and the Project Manager, or his designated representative, pursuant to the provisions of this Agreement, or to the provisions of any supplementary agreement, shall be deemed a supplement hereto and subject to the provisions thereof.

Article II

EFFECTIVE DATE AND RENEWAL

Section 2.1.

This agreement shall become effective upon approval of the President of the International Brotherhood of Electrical Workers and the Office of the Secretary of the Interior. It shall remain in effect for a period of three (3) years; thereafter it shall be automatically renewed from year to year on the anniversary date unless modified or terminated. Either party may request modification or termination by giving the other party at least sixty (60) days written notice. The termination shall become effective only after approval by the Office of the Secretary of the Interior, or President of the International Brotherhood of Electrical Workers. This basic Agreement revises the General Agreement between the Project and the Colorado River Power Trades Council approved December 7, 1951 and revised September 9, 1960 and amends the General Employee-Management Agreement between the Projects.

Section 2.2.

Unless otherwise specified therein, the provisions of supplementary agreements to this Agreement shall become effective on the first day of the first pay period after approval date of such agreement by the appropriate authority. Such provisions shall be renewed automatically from year to year, provided that once each year, but not more often except by mutual agreement, the Project Manager, or his designated representative, or the Business Manager, or his designated representative, may notify the other in writing that a

Conference is desired to consider the need for revising any or all provisions, rates of pay, or related pay items. Such notice shall state the specific nature of the revisions desired. Notices shall be acknowledged within ten (10) days and a date set for holding the conference, which date shall be within sixty (60) days of the date of the notice.

Article III
APPLICATION

Section 3.1.

This agreement and the recorded understandings supplementary thereto, except as they may otherwise specifically provide, applies to all hourly rate employees at Parker and Davis Dams.

Section 3.2.

The Project will endeavor to provide permanent and continuous employment for employees engaged on operation and maintenance work. Subject to statutory and budgetary limitations and labor requirements.

Article IV

NEGOTIATIONS

Section 4.1.

The rates of pay to be paid to the employees and working conditions affecting the employees covered by this Agreement shall be determined through the process of collective bargaining between the Union and the Project, pursuant to the prevailing rate principle, with due consideration being give the general economy of the geographic rea served by the Project. For this purpose, the Union and the Project shall be represented by negotiating committees of not more than two (2) member each. This restriction applies only to employees on official time.

Section 4.2.

When rates of pay ae to be negotiated, the representative of the Union and the Project may set up joint fact-finding committees for the purpose of establish any relevant facts bearing on the determination of the rates of pay, job classifications, conditions of employment , and work of similar nature, performed under similar circumstances prevailing in the geographic area in which the Project operates. Due consideration shall be given by the Project and the Union in their negotiations to any facts so established, and to such other evidence as may be submitted by either party. If either party requests the establishment of a joint fact-finding committee, it will be established

Section 4.3.

Wage rates for additional classifications and construction rates if applicable not included in the established wage rate schedules and not negotiated at a regular wage rate conference, which may be required, will be negotiated by the Business Manager or his designated representative and the Project Manager, or his designated representative.

Section 4.4.

In the event of an emergency, the rates recommended by the Project Manager and approved by the Regional Director, shall be valid for a period up to thirty (3) days. Immediately after establishment of such Emergency Wage Rates, negotiations will be entered into as outlined in Section 4.3.

Section 4.5.

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

Section 4.6.

Every effort will be made by the Project and the Union to agree upon rates of pay and working rules. If, however, they are unable to do so in whole or in part, the parties shall proceed in the manner provide in Article V.

Article V

MEDIATION AND ARBITRATION

Section 5.1.

When the 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 Federal Mediation and Conciliation Services (FMCS).

Section 5.2.

In efforts to bring about an agreement through mediation are not successful, the Union and the Project shall submit their controversy to arbitration within thirty (30) days after impasse. The FMCS of the American Association of Arbitration or other appropriate source will be requested to furnish the names of five (5) arbitrators. Through joint endeavor, the Project and the Union will agree on one (1) arbitrator from the list. The decision of the arbitrator shall be final and binding upon both parties provided that either party may appeal the arbitrator's award in accordance with the rules of the Federal Labor Relations Authority.

Section 5.3.

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

Section 5.4.

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);

1. Require a bench decision or a decision with a stipulated number of days;
2. Require arbitration to be conducted without transcript;
3. Require a decision without legal or other briefs.

Article VI

LABOR-MANAGEMENT COOPERATION

Section 6.1.

The Union that its members have an interest in matters set for in Section 6.2 below, and the Project recognizes that major contributions can be made by Project employees. Consequently, in order to achieve the fullest possible benefit from the contributions of its employees, there may be established as required, Joint Cooperative Employee-Management Committee to consist of an equal number of representatives (not more than 5) chosen by the Union from the Project employees and by the Project from its supervisory staff.

Section 6.2.

This committee shall have power of self organization, shall record all proceedings, and shall give consideration to such matters as the elimination of waste, the conservation of materials, supplies and energy, the improvement of quality of workmanship and services, the permission of education and training, the correction of conditions making for grievances and misunderstandings, the encouragement of courtesy in the relations of employees with the public, the safeguarding of health, the prevention of hazards to life and property, the betterment of employment conditions, and the strengthening of the morale of the services; but shall not consider or act upon disputes or matters relating to pay.

Article VII

ADJUSTMENTS OF GRIEVANCES

Section 7.1.

The purpose of this article 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 conditions that are within the authority of management to correct.

Section 7.1.a

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

Section 7.1.b

This negotiated grievance procedure does not apply to:

- (a) A violation relating to political activities,
- (b) Retirement, life insurance, or health insurance,
- (c) A suspension or removal for national security reasons (t USC 7537),
- (d) Any examination, certification, or appointment,
- (e) Classification of a position which does not result in reduction in pay or grade for the employee,
- (f) Law, regulation, and policies not related to an employee's working conditions,
- (g) The content of laws, regulations, and policies, and
- (h) Removals during the probationary period (re: supplementary Agreement 1, Article 3.2.).

Nothing in this Section shall prevent employees from exercising the option of appealing adverse actions to the Merit System Protection Board or to the Equal Employment Opportunity Commission requesting a review of a final decision in any matter involving a complaint of discrimination. An employee may process any prohibited personnel practice defined in law through the statutory appeals process, provided that the employee has not filed a formal grievance on the matter in accordance with this agreement.

Section 7.2.

In the event any grievance arises concerning a claim by an employee, group of employees, or the Union, that any of the provisions of this Agreement have been violated to the extent that the employee himself or group of employees themselves is adversely affected, the following procedures shall apply.

Section 7.3.

Any employee, group of employees, or the Union, having a grievance and desiring to present the same shall present the grievance informally (orally) either in person, with or through the steward or other Union representative, if the steward is not available, to the lowest level supervisor empowered to make a decision in regard to the grievance. However, any employee or group of employees in the unit may present such grievances to the agency and have them adjusted, without the intervention of the exclusive representative, as long as the adjustment is not inconsistent with the terms of the Agreement and the exclusive representative has been given opportunity to be presented within fifteen (15) calendar days of the date of the act or occurrence creating the grievance or the date the aggrieved party became aware of the act or occurrence. Within ten (10) calendar days after the presentation of an informal grievance, a decision must be given to the aggrieved party.

Section 7.3.a

If employees believe they have been discriminated against because of their race, color, religion, creed, national origin, age or sex, they must attempt to resolve their complaint informally by following the Bureau's EEO counseling procedures prior to filing a grievance at the formal state (Section 7.5.). The employee must follow the appropriate timeframes in counseling process.

Section 7.3.b

If the employee is grieving an adverse action, or any other disciplinary action where the deciding official is the Project Manager or a higher level, a formal grievance may be filed directly in accordance with Section 7.5.

Section 7.4.

In the event the grievance is not resolved under the procedure of Section 7.3, and aggrieved party desires to proceed further, the steward shall notify the Business Manager or his representative of the grievance. If the Union believes the grievance has merit and can be effectively processed, the Business Manager or his representative shall present the grievance informally (orally) to the aggrieved party's Field Division Chief. The grievance shall be presented within fifteen (15) calendar days after receipt of the lower level supervisor's decision provided for in Section 7.3. The decision of the Field Division Chief shall be made within fifteen (15) calendar days.

Section 7.5.

If the grievance still is not resolved and the employee and the Union desires to process further, the grievance shall be reduced to writing and forwarded to the Project Manager within fifteen (15) calendar days after the decision rendered under Section 7.4. The written grievance must provide, as a minimum, information concerning the nature of the grievance, the Article(s) and Section (s) of this Agreement alleged to have been violated and the remedy sought. The Project Manager will render a written decision within fifteen (15) calendar days after receipt of the grievance. The decision of the Project Manager is final unless the Union elects to refer the matter to arbitration as provided below.

Section 7.6.

Employees will be free from discrimination or reprisal from the Project for the presentation of grievance.

Section 7.7.

GRIEVANCE BY THE PROJECT: The purpose of this Article is to provide an orderly method to settle grievances by the Project about activities of the Union or its representatives that it considers in violation of the Agreement or its supplements. Every effort will be made by the project and the Union to informally resolve complaints or problems in order to avoid submitting a formal grievance to the Union.

If the Project feels that the Union or its representatives have violated the terms of the Agreement, the Project Manager will present the grievance informally (orally) to the Business Manager or designated representative within fifteen (15) calendar days of the date of the act of occurrence creating the grievance or the date he became aware of that act or occurrence. Upon failing to secure a satisfactory decision upon verbal discussion, The Project Manager will submit a grievance to the Business Manager in writing. The written grievance must provide, as a minimum, information concerning the nature of the grievance, the Article(s) and Section (s) of this Agreement alleged to have been violated and the remedy sought. The Business Manager will render a written decision within fifteen (15) calendar days after receipt of the grievance.

The decision of the Business Manager is final unless the Project Manager elects to refer the matter to arbitration as provided in Article VII, Section 7.8. of this agreement.

Section 7.8.

7.8.1

SUBMISSION TO ARBITRATION: If the project and the Union fail to settle any grievances processed under the negotiated grievance procedure, such grievance may be submitted to arbitration within fifteen (15) calendar days after issuance of the final decision and the Project or the Union so notified. Only the Union or the Project may submit such grievance to arbitration: individual employees may not invoke arbitration.

7.8.2

SELECTION OF ARBITRATOR: The Union or the project shall request the FMCS or other appropriate source to submit a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within fifteen (15) calendar days after the receipt of such list to select an arbitrator. If they cannot agree upon one (1) of the listed arbitrators, the Project and the Union will each strike one (1) arbitrator's name from the list of five (5) and shall repeat this procedure. The remaining name shall be the duly selected arbitrator.

Article VIII

UNION MEMBERSHIP

Section 8.1.

No employee or applicant for employment on the Project shall be required to join or to refrain from joining any labor organization entitle to represent employees as a condition of employment, promotion, demotion, transfer, retention, or termination of service. No employee shall be required to pay money to the Union except pursuant to his voluntary, written authorization for the payment of dues through payroll deductions.

Section 8.2.

It is recognized that membership on the part of employees covered by this agreement is helpful in accomplish the purposes of this Agreement and the purposes of the Project. Union membership shall not be discouraged by anyone acting in a supervisory capacity, and the Union agrees to accept employees as members upon the same basis as other applicants.

Article IX

BULLENTIN BOARDS

Section 9.1.

Bulletin boards shall be made available to the Union for posting of its notices and literature. All Union material must be approved for posting by the Project Manager or someone designated by him for the purpose. Such material must identify the Union, must pertain specifically to the Business of the Union or be related to eh employee's work and employment conditions. Such notions shall not reflect on or attach the integrity or motives of individuals, other employee organizations, the Bureau of Reclamation, or other Governmental agencies.

Article X

UNION REPRESENTTIVES AND SHOP STEWARDS

Section 10.1

To enable the Union and its officers to meet and discharge their obligations and responsibilities under this Agreement, a duly authorized and designated representative of the Union shall be permitted to visit the Project and places of work at the Project during working hours, provided they first make their presence known to the Project official in charge and comply with such security regulations or measures as may be in effect.

Section 10.2

The authorized Union representatives shall confine their activities during such hours to matters relating to his Agreement, and their visits shall not be for the purpose of requesting members to leave their places of work.

Section 10.3.

Shop Stewards shall be designated by the employees through the Union, which shall supply the project with their names for posting on appropriate bulletin boards.

Section 10.4

One (1) Steward shall be designated at Davis Dam and at Parker Dam. Each steward may select an alternate in his stead. The shop Stewards are authorized to perform and discharge the duties and responsibilities which may be properly assigned to them under this Agreement, and the Project agrees that there shall be no discrimination against a shop Steward because of the performance of such duties. Stewards shall not use their office for matters outside the scope of this Agreement and shall be subject to the prohibitions contained in Section 10.1. and 10.2. of this Agreement.

Section 10.5.

Standards shall not use their official position for unwarranted absences from their posts of duty. Stewards shall conduct their business with dispatch, and foreman shall approve in advance each absence of a Steward from his duty station for the purpose of carrying out the provisions of this Agreement.

Article XI

DISTRIBUTION OF AGREEMENT

Section 11.1

A copy of this Agreement and all Supplementary Agreements shall be furnished to each hourly employee of the Project and shall be posted on bulletin boards to be maintained at each place of which hourly employees report for work.

Section 11.2.

Any notice, demand or request required or authorized by this Agreement to be given or made to or upon the Project shall be delivered, or mailed postage prepaid, to the Project Manager, United States Bureau of Reclamation, Lower Colorado Dams Project Office, Boulder City, Nevada.

Section 11.3.

Any notice, demand or request required or authorized by this Agreement to be given or made to or upon the Union shall be delivered, or mailed postage prepaid, to the Business Manager of the Local Union No. 640, Phoenix, Arizona.

Section 11.4.

When any changes are made in the General Agreement or any Supplemental Agreements, it shall be the responsibility of the Project to print and distribute to each hourly employee of the Project the new or revised sections within sixty (60) days following agreement on the action.

Article XII

VOLUNTARY SALARY ALLOTMENTS OF UNION DUES

Section 12.1.

The Project and the Union agree to the inclusion of payroll deduction of Union membership dues. Any employee covered by this Agreement, may allot portions of his biweekly salary for remittance by the Project regular Union dues to the Union. This service shall be subject to the following provisions:

- (1) Regulations of the Department of the Interior, and the United States Bureau of Reclamation, particularly parts thereof establishing standards regarding eligibility of employees for this service and designating the purposes of the deduction to be made, shall be applied by the Project without further amplification or specifications herein.
- (2) The Union is responsible for obtaining standard authorization forms (SF-1187), distributing them to employees, explaining the voluntary nature of the salary allotments and for forwarding the completed forms to the Project. On the forms shall be designated the exact amount to be withheld from each biweekly salary payment to each employee making this allotment.

No more than 3 times a year, the Union may notify the Project of changes in the amount to be deducted from employees salaries. The Project will effect this change beginning of first pay period after this notification by the Union.

- (3) No employee may designate more than one (1) Union as the recipient of dues deducted from his salary.

- (4) The Union and the Project recognize a joint responsibility to inform employees concerning the allotment program, including the conditions governing revocations of allotments, and to ensure that allotments are made voluntarily.
- (5) Deductions shall be made each pay period and payments by the Project to the Union designated by employees in their authorizations shall be made at the same interval. Deductions from the salaries of individual employees shall begin on the pay period following the one in which their authorizations are received.
- (6) IN the event an employee elects to purchase medical or dental insurance through the Union, the employer agrees to deduct from his/her pay an amount to be forwarded to the local Union upon authorization by employee. In no event will the Bureau withhold more than one allotment per employee for the Union.
- (7) TERMINATION OF ALLOTMENT – The Regional Personnel Officer will terminate an allotment.

When the Union loses the required recognition under any of the conditions specified in Public LAW 94-454.

When the employee is separated.

Union Receipt of notice from the Union that the employee is no longer a member in good standing.

Effective at end of the pay period covered by the payroll deduction in which less of eligibility occurs.

Effective the first full pay period after March 1, after receipt of a written revocation of allotment.

FOR MANAGEMENT

Committee Member

FOR THE UNION

Committee Member

RECOMMEND APPROVAL

V. Benjamin Wilkinson
Project Manager

Richard M. Wetland
Business Manager, IBEW Local 640

N.W. Plummer
Regional Director

Sept. 14, 2982
Date

Date: Jan 21, 1983

APPROVED

Director Office Personnel
Department of the Interior

President, IBEW

Date: 18 FEB 1983

WORKING RULES AGREEMENT

Between

UNITED STATES BUREAU OF RECLAMATION
LOWER COLORADO DAMS PROJECT OFFICE

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
AFL-CIO LOCAL UNION 640

Article I

SAFETY AND HEALTH

Section 1.1.

The Project shall comply with applicable laws and regulations relating to the safety and health of employees and will take such additional steps as may be necessary to make adequate provisions therefor.

Section 1.2.

All employees and the Project shall observe all safety rules and regulations now or hereafter established for the Project.

Section 1.3.

Medical examinations required for employees by the Project shall be on official time and arranged for the paid for in accordance with applicable regulations. The Project may designate certain physicians to make such medical examinations. Pre-employment medical examinations shall be paid for the prospective employees.

Section 1.4.

Weekly Tool Box meetings will be held at each dam. Safety issues will be discussed at these meetings. Any employee or the Union has the right to bring any safety issue to the attention of the Project Safety Officer.

The Project Safety Officer will respond in writing to any suggestions or inquiry made by the Union or any employee within 2 weeks.

Section 1.5

Responsibility for the administration of a safety program continues to reside in Bureau management. The important contribution of employee organization members in safety committee work is to promote employee interest in the safety program, to provide effective communication between management and employees on the subject of safety, and to lend their experience and knowledge to the joint interest of developing an efficient and improved safety program.

Article II

SELECTION OF EMPLOYEES

Section 1.

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

Section 2

All promotions will be made in accordance with the Reclamation's Merit Promotion. All vacancy notices shall be posted for at least 5 working days. Any changes in the Bureau's plan will be referred to the Union for negotiations as appropriate.

Section 3

The initial selection of apprentices will be made in accordance with the Bureau's Merit Promotion Plan. Promotions up to an including assignment to a vacant journeyman position may be made without further regard to the competitive requirements of the Merit Program Plan.

Section 4

The Project will endeavor to fill vacancies and promote from within, in keeping with the Bureau's requirement to fill vacancies with the best qualified applicants. Project Employees will be given due consideration for vacancies. The Project will select the best qualified applicant.

Section 6

Disputes arising out of the application of this merit promotion plan shall be processed in accordance with the negotiated grievance procedure.

Section 7

All vacancies and/or positions that are expected to last at least 6 months shall be advertised.

Section 8

All training opportunities that will result in an employee promotion will be advertised.

Section 9

All unit vacancy announcements shall be posted on Field Division bulletin boards established for that purpose for a minimum of 5 working days prior to the closing date.

Section 10

If the unit vacancy announcement is not posted for this 5 working day period, the Project agrees to reissue or extend the closing of the announcement upon request from the Union.

Section 11

All unit vacancy announcements will be sent to the Business Agent.

Article III

DISCIPLINARY ACTIONS AND REMOVALS

Section 3.1.

All disciplinary actions, such as suspensions, removals, or reductions in pay shall be in accordance with applicable regulations, and the Veteran Preference Act. The Project Manager shall furnish the Union a general statement of the causes for disciplinary actions if requested by the Union and with written consent of the person who received the disciplinary action.

Section 3.2. – PROBATIONAY EMPLOYEES

- (A) The parties recognize that the probationary period is an extension of the examination and as such, probationary employees have the responsibility to show through their performance and their conduct that they will become fully satisfactory employees.
- (B) Probationary employees whose conduct is not fully satisfactory may be terminated from the Federal Service. If an employee is terminated during probation, he/she may have this removal reviewed under the following procedures:
 - (1) An employee is entitled to written notice prior to their termination. Normally this notice will be given 2 weeks prior to the termination, but it is not absolutely required.
 - (2) The employee may request a reconsideration in writing within 2 weeks after the effective date. All appropriate documents, etc., should be presented with this request. The request should be directed to the "Regional Director.
 - (3) The Regional Director shall render his decision within 2 weeks. This decision shall be final.

Article IV
REDUCTION-IN-FORCE

Section 4.1

The Project shall attempt to notify the Business Manager or his representative 30 days in advance of any unit reduction-in-force action. The Project reserves the right to determine the position to be abolished consistent with the necessity therefor.

Section 4.2.

All reductions in force shall be administered in accordance with appropriate regulations which require consideration of performance, veteran's preference, and creditable service. Reduction-in-force registers will be open to inspection by employees affected and by a Union representative at the employee's request.

Article V

WORK OUTSIDE CLASSIFICATIONS

Section 1

All orders to crews or crew members shall normally be directed through the appropriate Foreman or in his absence through the appropriate supervisor. Foreman III shall not normally handle tools or do that class of work required his crew except as required in case of emergency, for testing, for training, or for instructional purposes.

Section 2

Employees will normally perform work within their assigned classification; however, should a employee be required to work in classification with a higher basic rate of pay for 4 continuous hours or longer, he shall be paid at the rate of that classification for all hours worked. This provision is subject to the employee meeting the appropriate qualifications standards and shall not apply to a training situation.

Section 3

When a qualified journeyman is designated as an Acting Foreman he shall be paid at the Foreman rate.

Article VI

HOURS OF WORK

Section 6.1.

It is recognized and agreed that management retains the right to establish the hours of work and to assign employees thereto.

For the purpose of illustration only, the following tours of duty shall prevail: day, shift, and rotating shift. For the purpose of illustration only, tours of duty will normally be assigned within the following hours:

DAY 6 a.m. to 5 p.m.

SHIFT 12 noon to 10 p.m.

ROTATING SHIFTS 1st – 8 a.m. to 4 p.m.
2nd – 4 p.m. to 12 midnight
3rd – 12 midnight to 8 a.m.

Actual work hours will be established by the Project and posted on appropriate bulletin boards. It is agreed that the Project will consult with the Union before changing these posted Project work hours except as may be required in emergencies.

Section 6.2.

Compressed Work Schedule

The parties agree that the Project Manager may implement a 4-day, 10-hour work schedule for Parker Davis Dam employees in accordance with this Article.

The parties recognize that employees working 4-10 work schedules area:

- a. Entitled to overtime after 10-hours work on regular scheduled work day, or after 40 hours of work in an administrative work week.
 - b. Entitled 10-hours pay for holidays.
 - c. Charged 10-hours of leave for each d ay off on approved absences.
 - d. Normal work week will be Monday through Thursday.
 - e. Sunday overtime is two times the basic rate for hourly paid employees.
-
1. Employees may be assigned to a 5-day, 8-hour day at their request with the Field Division Chief's approval. (See appendix -)

Article VII

CALL OUT OVERTIME

Section 7.1.

When an employee is called back outside of his regularly schedule tour of duty or on a non-workday to perform emergency work, he shall be paid for a minimum of 2 hours of work at the overtime rate. The point of assembly for these occasions is the employee's point of lodging or residence. The worktime shall encompass all the time of leaving from and returning to the assembly point, not to exceed 1 hour when the callback is entirely outside of the regularly scheduled tour of duty.

Section 7.2.

Overtime in any department shall be divided impartially and as equally as possible among the employees qualified to do the work.

Section 7.3.a.

Employees who are required to perform overtime work between midnight and 5:30 a.m. preceding their schedule starting time, shall be allowed paid time off (administrative leave) during the next regular shift at straight time pay equivalent to the time worked between midnight and 5:30 a.m. Such paid rest time shall not extend past the end of the employee's regular shift. No rest time is earned if a day off falls between the time the emergency work or schedule overtime is terminated and the next regular shift. Paid time off shall either be scheduled at the beginning or end of the next regular shift considering both the needs of the employee and the work schedule. Management retains the right to schedule the time off in the event of a dispute.

Section 7.3.b.

When an employee qualifies under 7.3(a) for time off during the regular shift without loss of straight time pay and is required to work during such schedule time off, the employee shall receive the negotiated rate for call out overtime (2-hour minimum) not to exceed the actual number of hours worked from midnight to 5:30 a.m. shift. Shift workers' hours shall be adjusted to accord with the above schedule for time off. In the event that crews are allowed an early starting time (during the summer months), their hours shall be adjusted to accord with the above schedule. Management will expend every reasonable effort to replace crews or terminate the job at the end of the equivalent of two consecutive 8-hour shifts.

Section 7.4.

Paragraph 7.3(a) and (b) are intended only to promote safety of work and are not intended to be used to obtain additional pay for employees.

Article VIII

MEAL CONDITIONS

Section 8.1.

When an employee is required to work on his non-workdays or wholly outside his regular hours, the Bureau shall provide him with a meal break at intervals of approximately 4 hours, but not more than 5 hours for as long as he continues work.

Section 8.2.

When an employee is required to work beyond his regular quitting time, a meal break will be allowed approximately 2 hours after the regular quitting time and after every 4 or 5 hours of work thereafter until the work is completed.

Section 8.3.

When an employee is required to report to work on workdays starting 2 hours or more before his regular starting time on an emergency basis, and such employee continues to work into his regular work hours, he shall be allowed a meal break about breakfast time.

Section 8.4.

Except as provided in Paragraph € below, overtime will be paid on a straight through basis, and an employee working said overtime will not be docked for the time taken for meals. If the employee is not able to take a meal break he will be given a ½ hour meal period.

(E) When an employee performs prearranged work on non-workdays during regular hours, usual lunch arrangements will be observed. If such work continues after regular hours or is schedule outside regular hours, the foregoing paragraphs shall be applicable.

Article IX

TRAVEL TIME

Section 9.1.

When employees are required to travel on official duty they shall receive per diem and transportation expenses in accordance with appropriate Federal Travel Regulations. They shall be compensated for travel in accordance with provisions of the Fair Labor Standards Act.

Article X

CONTROL ROOM WORKERS

Section 10.1.

- (A) Employees required to work weekends in the control room may, by agreement between themselves, and with the approval of their supervisor, exchange regular shifts, provided this does not involve payment of additional overtime or premium compensation.
- (B) In transferring employees from one scheduled shift to another, no loss of regular pay shall result.

Article XI

OFFICIAL TIME FOR UNION NEGOTIATING MEMBERS

Section 11.1.

Negotiating “on the clock” employee members: It is agreed that employees who represent the Union in negotiating agreements and supplements with the Project will be on official time.

Section 11.2.

If at all possible, leave will be granted to employees serving as Union Negotiators to attend preplanning sessions not to exceed 1 day.

Article XII

PENALTY RATES FOR MAINTENANCE EMPLOYEES

Section 12.1.

Overtime will be paid at two times the basic rate of compensation for all hours worked immediately following a 16-hour period of prolonged work.

Section 12.2.

Changes in work schedule for employees with less than 60 consecutive hours' notice shall require payment of 1-1/2 times the basic hourly rate for all work performed on the first workday or shift worked after the change of schedule.

Section 12.3.

If less than 8 hours are allowed between shifts, the penalty rate of 1-1/2 times the basic hourly rate will apply to all work performed on the first shift worked after the change.

Section 12.4.

When scheduled overtime is canceled, other than a continuation of the regular workday, less than 8 hours from scheduled starting time, penalty payment equivalent to 2 hours at overtime rate shall be paid for the first 2 hours of the next shift.

Section 12.5.

Tour of duty changes without at least 4-hour notice before the end of the last normal workday preceding the change shall require the payment of 4 hours at 1-1/2 time the basic pay.

Section 12.6.

All overtime hours worked on a calendar Sunday will receive 2 times the basic hourly rate of compensation.

Article XIII

WORK SCHEDULES

Section 13.1.

Work schedules shall normally be made at least thirty (30) days in advance and will not be altered solely to avoid premium payments.

Section 13.2.

Effects of special work schedules on holiday observance – A list of holidays which are to be observed as non-workdays is found in FPM 610, 2-1. When a tour of duty consisting of 5 working days and 2 nonworking days is so arranged that the days off are other than Saturday and Sunday, the second non-workday shall be in lieu of Sunday. However, when a calendar Sunday is a non-workday, it always retains its identity. For example:

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

When a tour of duty is four 10-hour workdays with three non-workdays and Sunday a non-workday, Sunday retains its identity. When Sunday is a workday, the second non-workday shall be in lieu of Sunday.

Likewise, in tours of duty consisting of 6 workdays with Sunday included, the one day off shall be considered as the non-workday in lieu of Sunday.

Further, when an employee's basic workweek includes both Sunday and Monday, and the holiday falls on Sunday, Sunday shall be considered his holiday.

It will be noted that the above makes no reference to Saturdays or days off in lieu of Saturday. The omission, which is deliberate, is based on Comptroller General Decision B-149239 (unpublished). Although the decision implies only that the designation of a day off in Lieu of Saturday is not required, such specific designations of a day off in lieu of Saturday is not required, such specific designations must not be made since this would lead to the development of formulas for non-workdays in lieu of Saturday. The complete uniformity necessary for the Bureau's centralized payroll activities can easily be realized simply by avoiding all references to "day off in lieu of Saturday" and by considering any such day as a "day off other than Sunday or the day in lieu of Sunday." Thus, in accordance with Public Law 86-362, Title 5 USC 6103 and Executive Order 10358, credit for holiday falling on a Sunday or the day in lieu of Sunday will be given on the following workday, and except for Thanksgiving and Labor Day, credit for a holiday falling on any other non-workday, including Saturday, will be given the preceding workday. Appendix B. EPM R610, includes several charts which graphically identify the days which are to be treated as holidays under various shift arrangements. These charts which have been developed will provide a ready and quick reference.

Article XIV

OVERTIME

Section 14.1.

Overtime for employees on an 8-hour day 5 day a week shall be defined as: (a) time worked in excess of 40 hours in an administrative work week and (b) time worked in excess of 8 hours on a workday.

Section 14.2.

Overtime shall be defined for employees on eh 10-hour work schedule as: (a) time worked in excess of 40 hours in an administrative work week and (b) time worked in excess of 10 hours on a work day.

Section 14.3.

No employee shall be required to take equivalent time off during a workday in lieu of overtime compensation.

Section 14.4.

Overtime will be paid at one and half times the basic hourly rate of compensation except as otherwise stated.

Article XV

PRE-COMPLIANT PROCEDURE FOR ALLEGATIONS
OF UNFAIR LABOR PRACTICES (U.L.P.)

Section 15.1.

If either party believes that the other party has committed a U.L.P. the following procedure shall be followed prior to filing a U.L.P. with the Federal Labor Relations Authority under their procedures.

Section 15.2.

PROCEDURES

- (A) The party shall notify the Project Manager or Union President as appropriate in writing concerning their allegation that a U.L.P. has been committed. The written communication shall be specific by identifying names, circumstances, contract article, past practice, etc., and the suggested remedy.
- (B) The receiving parties shall review the alleged U.L.P. and take one or more of the following steps within 10 calendar days:
 - (1) Request a meeting to discuss the allegation.
 - (2) Respond with its position in writing.
- (C) The parties agree to make a good faith effort to resolve all allegations of U.L.P. prior to implementing the procedures under the Civil Service Reform Act.

Article XVI
MID-LIFE BARGAINING

Section 16.1.

Negotiating during the term of this contract will be defined as mid-life bargaining.

Section 16.2.

Both parties recognize that any portion of this contract may be opened with the mutual agreement of the parties.

Section 16.3.

Specific portions/supplements/articles may be opened as specific by that section. If no opener clause is specifically stated, then this article shall apply.

Section 16.4.

If a law is issued during the life of this contract it shall be incorporated into this contract by this procedure:

- (A) The Project shall notify the Union in writing concerning the proposed change/addition to the contract because of the law.
- (B) The Union shall respond within 15 calendar days. If there is no response this will indicate that the Union has no objection concerning the change or its impact and implementation.

(C) If the Union responds, the parties shall meet within 15 calendar days to negotiate the impact/implementation of these required changes.

(1) During these mid-life negotiations, if either party declares in writing an impasse and if mediation has been unsuccessful, then the Union has 15 calendar days to request the services of F.S.I.P. If no Union request is made within the 15-day period, then management has the authority to immediately implement the new law as management has proposed during these negotiation sessions.

Section 16.5.

The Contract may not be reopened except as provided above during its term.

Article XVII

LEAVE

Section 17.1.

If all possible, a regular employee will be granted leave necessary to attend the funeral of a member of the immediate family, including the time the body may lie in state and the day of the funeral, but not to exceed three (3) work days. The immediate family shall be limited to an employee, grandparent, mother, father, mother-in-law, father-in-law, spouse, child, stepchild, brothers, sisters, half brothers and sisters and foster parents.

Section 17.2.

Leave will be administered in accordance with appropriate regulations of the Project and the Office of Personnel Management.

Section 17.3.

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

Section 17.4.

Annual leave shall be applied for and approved in advance. If an employee is unable to make his request prior to an unexpected period of leave due to an emergency, he shall notify his supervisor as early as possible. Absence from duty

without authorization (AWOL) will be considered as non-pay status for the entire period during which the employee is absent.

Section 17.5.

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

Section 17.6.

An employee who becomes ill or otherwise incapacitated shall notify his immediate supervisor as soon as possible but not later than the starting time of his work schedule.

Section 17.7.

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

Section 17.8.

Supervisors will not refuse to grant sick leave for illness or incapacitation to an employee except when there is a reason to believe the employee may be abusing sick leave. A medical certificate or other evidence of incapacity for duty acceptable to the supervisor may be required to substantiate any request for approval of sick leave. For extended period of sick leave, three (3) days or more, a medical release to return to duty may be required.

Section 17.9.

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

Article XVIII

TRAINING

Section 18.1.

Project agrees that when it determines that a current employee requires training to adequately perform their job or requires training to adequately perform their job or requires training for another comparable position because job reassignment, that it will pay the full cost of this training.

This will apply to the apprenticeship program and for journeyman retraining program.

New apprentices will pay 50 percent of their course. In the event the apprentice fails to successfully complete their program, they will repay the Project for it expenses.

Article XIX

DEFINITIONS

Section 19.1.

NORMALLY – Means that in most cases the action or appointment will be done; however, it remains within the discretion of supervision higher than the Foreman Level to decide if the action or appointment is required for efficient operation.

WORK SCHEDULE – This term means days of work.

TOUR OF DUTY – This term means hours of work.

Article XX

STEP SYSTEM APPLICATION

Section 20.1

Rules for establishing the correct step when entering a unit position.

Unit Employees

- (A) Promotion to a position with a higher salary range shall receive the lowest step which will result in a salary increase of at least 5 percent.
- (B) Any employee assigned to a position with a lower salary range shall receive the step which will cause the least loss of pay, but in no event shall these employees be assigned to a step rate which will result in an increase in pay. If this is not voluntary assignment, the rules of salary retention for adverse action will apply.

Section 20.2.

Other Project employees

- (A) Promotions shall be handled the same as unit employees above: i.e., the employee shall receive the lowest step which will result in a salary increase of at least 5 percent.
- (B) If an employee from outside the unit is selected for a unit position when it is apparent that a retroactive adjustment will be made, the employee's rate will be frozen and no step will be assigned. After the settlement of wages, the 5 percent rule will be applied retroactive to the effective date of the wage increase or the employee's anniversary date if subsequent to the effective date of the wage increase. After negotiations, the employee shall receive 5 percent on the employee's frozen rate. With the concurrence of the union, the employee shall be assigned to the step equal or better than the employee's frozen rate plus 5 percent.

Section 20.3.

Non-Project Federal Government Employees

- (A) The applicant shall receive the step that provides an equal or better pay scale over their rate paid immediately prior to entering the unit.
- (B) However, if negotiations are in progress, the employee's rate will be frozen at the rate paid immediately prior to coming into the unit. After settlement of wages, the employee's rate and step will be based on their frozen rate with the concurrence of the Union.

Article XXI
GENERAL STEP SYSTEM RULES

Section 21.1.

The anniversary date will be the date that an employee enters a position or is reassigned to another position.

Section 21.2.

Temporary promotions, up-coding, etc., of any duration will not serve to establish an employee's highest previous rate. Accumulated time spent in this higher paid position will count toward the time required to progress in the employee's primary classification.

Section 21.3.

Temporary appointments of less than 180 days for non-unit employees will not serve to establish an employee's highest previous rate.

Section 21.4.

Under no circumstances will an employee's rate exceed the maximum rate of their classification.

Article XXII

RIGHT OF UNION REPRESENTATION

MEMORANDUM

To: All Bureau of Reclamation Employee Represented by an Executive Union

From: Chief, Division of Personnel Management

Subject: Notice of Right to Request Union Representation

The Civil Service Reform Act gives employees in units represented by an executive 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 representation 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 request representation.”

Therefore, as required by Section 7114(a) (3), you are hereby given annual notice of the right set forth in 5, U.S.C. 7114(A)(2)(b).

The parties agree that this article serves as the annual notice to employees.

Appendix A

Lower Colorado Dams Project Office

Alternate Work Schedule

1. Purpose and Authority

The purpose of this memorandum is to set forth the terms and conditions of nonstandard compressed tour of duty for employees of the Lower Colorado Dams Project Office. Such tours are authorized by the Federal Employees Flexible and Compressed Work Schedules Act of 1982 (Public Law 97-221). This act authorized Federal agencies to administer flexible and compressed employee work schedules during a 3-year period, beginning July 23, 1982. This tour of duty herein defined may be implemented on the first day of the first pay period following approval by the Commissioner of Reclamation.

2. Employee Covered

The tour of duty defined in this Alternate Work Schedule will be applied to employees assigned to the Lower Colorado Dams Project Office. The Project Manager will designate crews and employees covered by this tour of duty. The tour of duty will be applied to employees in accomplishment of official duties and while in travel status.

3. Tour of Duty

The basic tour of duty shall consist of 4 consecutive days of 10 work hours each and 3 non-work days.

4. Recording of Hours Worked

An accurate record of hours worked shall be maintained. These will be recorded on the Time and Attendance Report which indicated the hours worked and may be augmented by other records as necessary.

5. Approval

- a. Implementation of this tour of duty must be initiated and approved by the Project Manager and the Division Chiefs supervising the employees.
- b. After management initiation and approval; but prior to implementation, this tour of duty must be approved by all employees affected. This will be done by the adoption of a memorandum of understanding between management and the applicable union and will be incorporated as part of the appropriate agreement.
- c. Any use of the compressed tour during travel status is contingent upon agreement by all employees affected that they will return to home base on their non-work days or otherwise voluntarily relinquish their entitlement to per diem on their non-work days.

6. Overtime

While assigned to this nonstandard tour of duty, nonexempt employees shall be compensated for all work in excess of 10 hours per calendar work day or for over 40 hours in any administrative work week at the rate of 1-1/2 times the basic pay rate.

7. Holiday Work

While assigned to this compressed tour of duty, employees who are directed by an authorized supervisor to work on a holiday designated by Federal Statute of Executive Order shall be paid at the rate stated in the union contract in lieu of regular pay for that day. Time worked in excess of 10 hours on a holiday will be paid at the overtime rate.

Employees will be paid 10 hours at the basic rate for holidays falling within the tour of duty when no work is performed.

8. Leave Administration

Employees assigned to this compressed tour of duty will be charged for 10 hours for each full day of annual leave/sick leave taken.

RECOMMENDED:

For the Lower Colorado Dams Project Office

Acting Project Manager

2-6-85

Date

For the Lower Colorado Region

/s/_____
Regional Director

2-11-85

Date

APPROVED:

/S/_____
Assistant Commissioner -
Administration

2-26-85

Date

FOR MANAGEMENT

FOR UNION

Chairman Negotiations Committee

Assistant Business Agent

Committee Member

Committee Member

Committee Member

Committee Member

RECOMMEND APPROVAL

Project Manager

Business Manager
IBEW Local 640

Regional Director

3-10-88

Date

Date: May 10 1988

APPROVED

Chief, Division of Personnel

President, IBEW

Date: June 1, 1988_____

Date: _____