

GENERAL EMPLOYEE-MANAGEMENT AGREEMENT

BETWEEN the YUMA PROJECTS
OFFICE AND NFFE Local 1487

Effective November 20, 1979

PREAMBLE

1. Pursuant to Public Law 95-454, and subject to all applicable laws and regulation, this Agreement, and such supplementary Agreements as may be ag upon from time to time, constitute a collective bargaining agreement between the Project Manager, Yuma Projects Office, hereinafter called the "Project and NFFE Local 1487, hereinafter called the "Union", as the exclusive bargaining agent, representing all hourly employees, except Foremen, in the trades and crafts of the Project, who are exempt from the Classification A of 1949, as for the Project, except those employees assigned to the dredging operations function.

This agreement is entered into pursuant to the Certificate of Representation dated March 15, 1979.

As used herein, the term "agreement", unless modified, refers to the entire collective bargaining agreement(s).

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The following definitions of terms used in this agreement shall apply.

1. UNION-MANAGEMENT MEETINGS: Meetings which are held for communication and exchange of views with the intent of agreeing on matters of mutual interest.

2. NEGOTIATION: Bargaining by representatives of the Project and the Union on appropriate issues relating to terms of employment, working conditions, and personnel policies and practices, with the view toward arriving at a normal agreement.

3. IMPASSE: The inability of representatives of the Project and the Union to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.

4. NEGOTIABILITY DISPUTE: A disagreement between the parties as to the negotiability of an item.

5. AMENDMENTS: Modifications of the Basic Agreement to add, delete, or change portions, sections, or articles of the agreement.

6. SUPPLEMENTS: Additional articles, negotiated during the term of the Basic Agreement, to cover matters not adequately covered by the Basic Agreement.

7. EMERGENCY SITUATIONS: A situation which poses sudden, immediate, and unforeseen work requirements for the Project as a result of natural phenomena or other circumstances beyond the Project's reasonable control or ability to anticipate.

8. AUTHORITY: The Federal Labor Relations Authority established by the Civil Service Reform Act of 1978.

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 policies and regulations prescribed by the Secretary of the Interior and the Commissioner.

Section 1.2

The Project and the Union further recognize that cooperation by the Project Manager and officials in administrative charge of 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 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 Project;

(2) To ensure 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, demote, transfer, assign, layoff, and retain employees in positions within the Project, and to suspend, discharge, reduce in grade or pay, or to take other disciplinary action against employees for proper cause;

(3) Maintain the efficiency of the Government operations entrusted to them;

(4) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Project's operations shall be conducted;

(5) With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source.

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, 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 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 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 Service 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 the Project is hereafter enacted and is inconsistent with any of the provisions of this Agreement or of 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 (30) 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 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 and/or amendment by giving the other party at least sixty (60) days written notice.

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 Union President, 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

NEGOTIATIONS

Section 3.1

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 given the general economy of the geographic area served by the Project. For this purpose the Union and the Project shall be represented by negotiating committees of not more than three (3) members each. This restriction applies only to employees on official time.

Section 3.2

When the rates of pay are to be negotiated, the representative of the Union and the Project may set up joint fact-finding committees for the purpose of establishing any relevant facts bearing on the determinations of the rates of pay, job classifications, conditions of employment, and work of a 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.

Section 3.3

Wage rates for additional classifications 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 Union President, or his designated representative and the Project Manager, or his designated representative.

Section 3.4

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 (30) days. Immediately after establishment of such Emergency Wage Rates, negotiations will be entered into as outlined in Section 3.3.

Section 3.5

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

Section 3.6

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 provided in Article V.

WAGES AND OTHER NONGRIEVANCES ISSUES

MEDIATION AND ARBITRATION

Section 4.1

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

Section 4.2

If efforts to bring about an agreement through mediation are not successful, the Union and the Project shall submit their controversy to the Federal Services Impasses Panel according to their procedures.

Section 4.3

The Parties may request the Federal Impasses Panel to approve arbitration of the impasse in accordance with their regulations. If the Federal Services Impasses Panel does not approve the procedure, then the parties will follow this procedure. The FMCS 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.

Section 4.4

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 4.5

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 within a stipulated number of days;
- (2) Require arbitration to be conducted without transcripts;
- (3) Require a decision without legal or other briefs.

Article V

ADJUSTMENTS OF GRIEVANCES

Section 5.1

The purpose of this Article is to provide an orderly method for the disposition and processing of grievances on matters

concerning working conditions specifically mentioned in this contract. Questions involving the interpretation of published agency policies, provisions of law, regulations of the Department of the Interior, or regulation of appropriate authorities outside the Department, shall not be subject to this grievance procedure. Also excluded from this negotiated grievance procedure are adverse action appeals; classification appeals; performance rating appeals; nonselection for promotion from a group of properly ranked and certified candidates; reduction-in-force; discrimination; any matter that is subject to final administrative review outside the Department of the Interior or the content of published Department of the Interior and Water and Power Resources Service policies.

The above does not preclude an employee from seeking Union assistance and representation in processing their appeal, as may be appropriate under other appeal systems.

Every effort will be made by employees and supervisors to discuss freely problems and complaints and resolve them in order to avoid formal grievances. This procedure will be the only procedure available for the processing and disposition of grievance matters covered by this contract.

Section 5.2

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 5.3

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 present at the adjustment. The grievance must 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 5.4

In the event the grievance is not resolved under the procedure of Section 5.3, and the aggrieved party desires to proceed further, the steward shall notify the Union President or his representative of the grievance. If the Union believes the grievance has merit and can be effectively and economically processed, the Union President or his representative shall present the grievance informally (orally) to the aggrieved party's Division or Office Head. The grievance shall be presented within fifteen (15) calendar days after receipt of the lower level supervisor's decision provided for in Section 5.3. The decision of the Division or Office Head shall be made within fifteen (15) calendar days.

Section 5.5

If the grievance still is not resolved and the employee and the Union desire to proceed 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 5.4. 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 5.6

If dissatisfied with the decision reached in 5.5, or if no decision is given, the grievant may request the Union to refer the grievance to mediation with the provisions of this agreement.

The Project and the Union, at the Union's request will request the immediate services of a mediator from the FMCS. The mediator will meet with the parties at the earliest possible date and attempt to resolve the grievance through voluntary methods. If this procedure is unsuccessful after two meetings and the grievant and Union are still dissatisfied, the Union may request arbitration.

Section 5.7

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

Section 5.8

GRIEVANCES 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 Union President within fifteen (15) calendar days of the date of the act or 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 Union President 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 Union President will render a written decision within fifteen (15) calendar days after the receipt of the grievance.

The decision of the Union President is final unless the Project Manager elects to refer the matter to arbitration as provided in Article V, Section 5.9 of this Agreement.

Section 5.9

SUBMISSION TO ARBITRATION: If the Project and the Union fail to settle any grievance 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 is so notified. Only the Union or the Project may submit such grievance to arbitration; individual employees may not invoke arbitration.

SELECTING THE ARBITRATOR: Within ten (10) workdays from date the Union or Project decides to go to arbitration, the parties shall attempt to select and arbitrator. If the parties are unable to agree upon an arbitrator, they shall immediately request the FMCS to submit a list of seven (7) impartial persons qualified to act as arbitrators. A brief statement of the nature of the issues in dispute will

accompany the request to enable the Service to submit the names or arbitrators qualified for the issues involved. The request shall also include a copy of the collective bargaining agreement. In the event that the entire agreement is not available, a verbatim copy of any provision relating to arbitration of the grievance shall accompany the request. The parties shall meet within three (3) workdays after the receipt of such list to select an arbitrator. If they cannot agree upon one (1) of the listed persons, the Project and the Union will each strike one (1) arbitrator's name from the list of seven (7) and shall repeat this procedure until only one name remains. The remaining name shall be the only and duly selected arbitrator. The Project shall strike the first name. The grievant may withdraw the grievance at any time.

Section 5.10

FEES AND EXPENSES: The arbitrator's fees and expenses shall be borne equally by the Project and the Union. Further, the Project and the Union shall share equally the expenses of any mutually agreed upon service in connection with the arbitration hearing.

Section 5.11

HEARING: The arbitration hearing shall normally be held during the regular day-shift hours of the normal basic workweek. The aggrieved employee, the employee's representative, if any, and the employee's witnesses who have direct knowledge of the circumstances and factors bearing on the case shall be excused from duty regardless of work shift and without loss of base pay or charge to annual leave while participating in the arbitration proceedings, if they would otherwise be in an active duty status.

Travel and other expenses for the foregoing persons shall not be borne by the Project.

Section 5.12

ARBITRATOR'S AUTHORITY: The decision of the arbitrator shall be limited to the interpretation and/or application of this Agreement. He shall have no authority to add to or modify any term of this Agreement. Both parties to this Agreement recognize and agree that the arbitrators' decision(s) shall be final and binding and his remedy shall be affected in its entirety, unless either party files exceptions to the arbitrator's award with the Federal Labor Relations Authority, under regulations prescribed by the Authority.

Article VI

UNION MEMBERSHIP

Section 6.1

No employee or applicant for employment on the Project shall be required to join or to refrain from joining any labor organization entitled 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 6.2

It is recognized that membership on the part of employees covered by this agreement is helpful in accomplishing 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 VII

BULLETIN BOARDS

Section 7.1

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 the employee's work and employment conditions. Such notice shall not reflect on or attack the integrity or motives of individuals, other employee organizations the Bureau of Reclamation, or other Government agencies.

Article VIII

UNION REPRESENTATIVES AND SHOP STEWARDS

Section 8.1

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 8.2

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

Section 8.3

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

Section 8.4

The Union may appoint one (1) Steward at Ehrenberg, one (1) Steward at Imperial Dam, and two (2) Stewards at Yuma. The Project agrees that Stewards can serve as Acting Foremen, just as every other journeyman provided that the steward resigns from all stewardship responsibilities during the period that he is acting foreman. The Union agrees that one clause can not be applied, the Project and the Union agree to renegotiate this arrangement immediately.

Section 8.5

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 Sections 8.1 and 8.2 of this Agreement.

Section 8.6

Stewards 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 IX

DISTRIBUTION OF AGREEMENT

Section 9.1

A copy of this Agreement and all Supplementary Agreements shall be furnished to each nonsupervisory hourly employee of the Project, except dredging operations employees, and shall be posted on bulletin boards to be maintained at each place of which hourly employees report for work. Ten (10) copies of this Agreement shall be furnished to the Union.

Section 9.2

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, Yuma Projects Office.

Section 9.3

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 Union President.

Section 9.4

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 section.

Article X

PAYROLL ALLOTMENT FOR WITHHOLDING DUES

Section 10.1

ELIGIBILITY: Any employee officially assigned to the Yuma Projects Office, who is a member in good standing of Local 1487, may authorize an allotment of pay for the payment of dues for such membership, provided:

(1) The employee is included in the unit for which required recognition has been granted;

(2) The employee has voluntarily completed a request for such allotment of pay;

(3) 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 10.2

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

(1) 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 procedure for revoking an authorization;

(2) 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;

(3) 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 Project Manager.

(4) Deductions from the salaries of employees shall begin on the pay period following the one in which their authorizations are received.

Section 10.3

WITHHOLDING: Deductions shall be made each pay period. The amount to be withheld shall be the amount of the regular monthly dues of the member 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 Personnel Office 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 twelve consecutive months.

Section 10.4

TERMINATION OF ALLOTMENT: The Regional Personnel Officer will terminate an allotment.

(1) When the Union loses the required recognition under any of the conditions specified in PL-95-454.

(2) When the employee is separated;

(3) Upon receipt of notice from the Union that the employee is no longer a member in good standing;

(4) Effective at the end of the pay period covered by the payroll deduction in which loss of eligibility occurs;

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

Section 10.5

REMITTANCE OF DUES WITHHELD: Approximately ten (10) days following completion of each pay period the Payroll Office will remit the amount due the Union 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 10.6

REQUIRED NOTICES: The Union and Regional Personnel Officer agree to issue the following written notices;

(1) The Union is to notify the Regional Personnel Officer of the amount of regular monthly dues and also the name and address of the officer of the Union designated to receive remittance.

(2) The Union will notify the Regional Personnel Officer within five (5) workdays when an employee with a current allotment authorization ceases to be a member in good standing;

(3) The Union will send to the Regional Personnel Officer within five (5) workdays any written revocation of allotment received by the Union;

(4) The Regional Personnel Officer 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.

EQUAL EMPLOYMENT OPPORTUNITY

Section 11.1

POLICY: Management and the Union shall not in any way discriminate against an individual regarding employment or conditions of employment because of race, color, creed, religion, sex, national origin, age, marital status, lawful political affiliation, handicapping conditions, or other nonmerit factor. Policy shall be in strict adherence to both the letter and the spirit of the Equal Employment Opportunity Act, the Age Discrimination in Employment Act,

the Civil Service Reform Act, and all other applicable laws and regulations.

Section 11.2

MUTUAL CONCERN: The Union and the Project agree to discuss and negotiate with each other regarding problems of discrimination, and resolve to find mutually effective and lasting remedies to bona fide cases of discrimination.

Section 11.3

RECOGNITION: Employees or officials actively contributing to the advancement of equal employment opportunity or to the elimination of discriminatory practices shall be recognized for their actions.

Section 11.4

DISCIPLINARY ACTIONS: Management shall consider appropriate disciplinary action for anyone proven to have engaged in discriminatory practices against employees of the Project.

Section 11.5

TRAINING AND PROMOTIONS: These actions shall be made without any discrimination and be based strictly on merit.

DISCIPLINARY ACTIONS AND REMOVALS

Section 12.1

All disciplinary actions, involving union member, such as suspensions, removals, or reductions in pay shall be in accordance with applicable Service, Department, and Office of Personnel Management, and the Veterans' Preference Act. If requested by the Union, and concurred in writing by the employee, the Project shall furnish the Union a copy of the statements which outline the reasons for disciplinary action.

Section 12.2

The Project may immediately suspend any employee from duty when such action is in the best interest of the Project. However, further disciplinary action will be decided based upon the facts and circumstances with due consideration to the nature of the offense.

Article XIII

TROUBLED EMPLOYEES PROGRAM

Section 13.1

The Project has a troubled employee counselor, in accordance with all appropriate laws and regulations. This counselor is available to assist all unit employees at their request. The Project agrees to publicize the name of its counselor for all employees.

Article XIV

TRAINING

Section 14.1

EMPLOYEE TRAINING: The Project and the Union recognize the benefits of a training program which provides the employees with an opportunity for advancement and provides a source of qualified applicants.

Section 14.2

UNION TRAINING: The Project agrees to allow up to eight (8) hours of administrative leave to two Union officials annually to attend Union sponsored training courses that are of mutual benefit provided:

(1) Project Manager is notified of at least two (2) weeks in advance of the request.

The Union shall provide training for their Stewards in contract administration and stewardship. The Project will grant up to eight (8) hours administrative leave annually for each Steward for this training.

Artic

REDUCTION-IN-FORCE

Section 15.1

The Project will give as much advance notice as possible of any contemplated reduction-in-force. The Project reserves the right to determine the positions to be abolished.

Section 15.2

Reductions-in-force shall be administered in accordance with the Service, Department, and Office of Personnel Management regulations. Reduction-in-force registers are available for review by employees affected and by a Union representative at the employee's request.

Section 15.3

The Project will establish and maintain a reemployment priority list as required by Civil Service regulations. For Management

/s/Daniel D. Jensen
Spokesman, Negotiating Team

/s/ Frederick Sansom
Spokesman, Negotiating Team

/s/ A. Darrell Summers
Member, Negotiating Team

/s/ Joseph Fourmont
Member, Negotiating Team

/s/ Fredrick J. Bower
Member, Negotiating Team

/s/ Mitchell Harmon
Member, Negotiating Team

RECOMMENDED:

/s/ Edward M. Hallenbeck
Project Manager

/s/ Eugene Hinds
Regional Director

/s/ Fredrick Sansom
Union President

9-7-79
Date

APPROVED:

/s/ Morris A. Simms
Director of Personnel
Department of the Interior

11-20-79
Date

SUPPLEMENTARY LABOR-MANAGEMENT
AGREEMENT NO. 1
BETWEEN THE
YUMA PROJECTS OFFICE
LOWER COLORADO REGION
WATER AND POWER RESOURCES SERVICE
UNITES STATES DEPARTMENT OF THE INTERIOR
AND THE
NATIONAL FEDERATION OF FEDERAL EMPLOYEES
LOCAL 1487

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GENERAL WORKING CONDITIONS AND RULES		

GENERAL BENEFITS

1.1 The following benefits will be provided or granted by the United States to eligible employees in accordance with applicable Statutes, Office of Personnel Management rules and regulations, Department and Service rules and instructions, or other authority:

- a. Leave
- b. Retirement Benefits
- c. Federal Employees Compensation Act, as Amended
- d. Unemployment Compensation
- e. Social Security
- f. Group Life Insurance
- g. Group Health Insurance
- h. Holiday Benefits
- i. Per Diem
- j. Government Employees Training Act
- k. Sunday Differential

In addition to the benefits specified above, employees covered by this agreement may be entitled to other applicable privileges and benefits provided by the United States for all Federal employees.

SAFETY AND HEALTH

2.1 The Project and the Union have a common interest in the safety of the employees. There is an obligation of the Project to provide safe working conditions, and to act promptly when an employee is injured or an accident occurs.

2.2 Employees are obligated to work in a safe manner and shall comply with the safety standards of the Service such as those contained in Safety and Health Regulations for Construction, Power System Safety Standards and all other applicable manuals, handbooks and regulations.

2.3 Pursuant to Department for the Interior policy, the Union shall be represented on the Yuma Project Office's Safety Committee. The Union representation on the committee shall consist of not more than one member and one alternate designated by the Union. The committee shall convene monthly to review an

devalue the safety program and to recommend proposed corrective measures for the elimination of safety hazards. The committee member and alternate shall be given sufficient advance notice of meetings to enable them to submit agenda items for consideration at the meeting, and shall be provided copies of the minutes of each meeting.

2.4 Responsibility for the administration of a safety program continues to reside with the Project. The important contribution of employee organization members in safety committee work is to promote employee interest in the safety program, to provide additional communication between project and employees on the subject of safety, and to lend their experience and knowledge toward the common interest of developing an effective safety program.

2.5 Medical examinations of employees required by the Project shall be on official time and arranged for and paid for in accordance with applicable regulations. The Project will designate physicians to make such medical examinations. Preemployment medical examinations shall be paid for by the prospective employees.

2.6 The Project and the employees are expected to recognize potential health and accident hazards on any duties to be performed by the employees. The employees shall avail themselves of and utilize all safety gear and equipment provided by the Project for the duties assigned, including hand, foot, eye, ear, head, and lung protection equipment. The employees shall wear clothing appropriate for any duties to be performed and are encouraged to provide other desirable protective gear which the Project prohibited by regulation from providing.

2.7 Employees will not have pay deducted when weather conditions limit outside work activities. Employees shall be assigned to other miscellaneous work in protected areas. Except in the case of emergencies where lives, property or water deliveries are endangered, all outside work will be held to a minimum.

SELECTION OF EMPLOYEES

3.1 The Project will select all employees for vacancies in accordance with the regulations of the Office of Personnel Management, Department of the Interior, Water and Power Resources Service, and the Veterans' Preference Act on the basis of merit, ability, skill, training, and experience, without regard to race, religion, color, sex, nation origin, age, marital status, political affiliation, or personal favoritism. The Project will endeavor to promote from within in keeping with the Service's requirement to fill vacancies with the best qualified applicants.

3.2 Vacancies filled by promotion shall be made in accordance

with the appropriate Merit Promotion Plan except for those promotional vacancies filled under specific exemption to the Merit Promotion Plan. The Project shall consult with the Union and consider its view in any major revision of the Merit Promotion Plan.

3.3 The method used for locating applicants under the Merit Promotion Plan will be through circularization of vacancy notices inviting application for either promotion or reassignment. Vacancy notices shall be posted at principal locations on the Project, and will contain the necessary instructions for making application.

3.4 The Union may assist the Project by directing qualified eligibles to the source through which employees are recruited.

3.5 The Union will designate one member to serve on a Promotion Board convened to consider qualified applicants for positions within the bargaining unit. The Union representative must be of at least equal wage classification as the vacant position being filled.

MEAL CONDITIONS

4.1 All employees on shift work shall be allowed a meal break of 30 minutes on the Project's time but such meal period shall not interrupt the Project's operations. All other employees shall be allowed a meal break of 30 minutes on their own time. The Project shall regulate the time of meals.

4.2 When an employee is required to work on his non-workday or outside his regular hours, the Project shall provide him with a meal break at appropriate intervals.

4.3 The applicable overtime rate of pay will be paid on a straight-through basis, and an employee working said overtime will not be docked for time taken for meals if the employee is required to perform duties and responsibilities during this period. In emergency overtime, at the discretion of the Foreman, the crews may be required to eat in shifts, or one employee may be sent to bring meals for the entire crew.

4.4 When an employee performs prearranged work on nonwork days during regular hours, usual lunch arrangements will be observed. If such work continues after regular hours or is scheduled outside regular hours, the foregoing paragraphs shall be applicable.

WORKING IN OTHER CLASSIFICATIONS

5.1 Supervisors shall normally direct all orders to crews through the appropriate Foreman.

5.2 Employees shall not normally be required to perform work above their classification, except for related on-the-job training. In such cases, the employees affected shall be given the amount of supervision deemed necessary by a Foreman or other qualified workman.

5.3 When a Foreman II is absent for any reason and the Yuma Projects Office determines that the work function requires immediate supervisor control or a special project requires additional supervisory coverage, a unit employee will be designated as Acting Foreman. Acting Foreman will be paid for each full hour at the applicable foreman differential.

HOURS OF WORK

6.1 The basic workweek for employees of the unit will be established in accordance with Office of Personnel Management and Service regulations.

6.2 For the purpose of this agreement, all unit employees working rotating shifts shall be known as "shift employees". All other employees shall be known as "nonshift employees".

6.3 The workweek for "nonshift employees" shall be five (5) consecutive 8-hour calendar days, normally Monday through Friday. The normal work week for "shift employees" shall be any five of seven (5 of 7) consecutive days, Sunday through Saturday.

6.4 Employees are expected to proceed to their assigned work shift and shall leave the work areas at such time in advance of the end of the shift that, under normal driving conditions, they will reach the reporting station by the end of the shift. Adequate "pick-up-time" will be provided at the work areas for proper protection of tools, equipment and materials.

6.5 Overtime hours shall be divided impartially and as equally as possible among the employees qualified to perform the work.

6.6 Travel time

a. Each employee shall be assigned a designated place to report for work. Employees shall report at the place designated at the commencement of the workday and after reporting shall be regarded as on duty. Travel between the place of reporting and the actual place of work shall be part of the employees' worktime and any transportation necessary shall be provided by the Project.

b. At least sixteen hours' notice shall normally be given when an employee is assigned to a temporary duty station from a permanent duty station. However, in cases of emergency where

life of property is jeopardized, such assignments may be made on shorter notice. In such cases, an employee will be given an opportunity to pick up his baggage from his home or place of lodging, or this service will be provided for him. When possible, sufficient notice shall be given to allow the employee to check out of temporary lodging at no loss to him.

c. Whenever employees are detailed away from their official headquarters, the Project will arrange reservations for lodging in advance, if requested by the employee. Employees desiring to make their own reservations will do so on their own time and will inform the appropriate foreman where they are staying. The Project agrees to pay lodging in advance, if requested by the employee. Employees desiring to make their own reservations will do so on their own time and will inform the appropriate foreman where they are staying. The Project agrees to pay lodging costs based on the motel receipts not to exceed the maximum allowed by law or regulation.

d. If work is to be performed at a station (manned) where Project personnel are permanently assigned, that station shall be designated as the assembly point. When the work is to be performed at a station or site (unmanned) where Project personnel are not permanently assigned, the assembly point shall be the place at which the vehicle transporting the employees remain overnight. Where Project personnel are required to work with representatives of other agencies, times of assembly may be adjusted by mutual agreement due to unusual or abnormal travel conditions.

e. Employees shall be paid overtime compensation during travel outside regular hours of duty caused by emergency work requirements, subject to the same approval requirements as other types of overtime.

6.7 Shift Work

a. A station schedule providing for rotation of shifts and days off shall be established with due consideration given to the majority of employees affected an the Project work program.

b. A relief worker is an employee whose duties are those of relief for shift employees. His basic workday and working conditions shall conform to the basic workday of the employee whose shift he is working.

c. Shift employees shall work in 8-hour shifts. Such employees shall have their days off consecutively, unless otherwise agreed upon by the parties involved.

d. Changes in regular shift schedule shall be posted 72 hours in advance.

e. Except on emergency work, no shift employee shall be required to work a split shift.

f. In transferring shift employees from one scheduled shift to another, no loss of regular pay shall result. A minimum of 15 hours off duty between shifts shall be allowed except in emergencies.

TOOL AND EQUIPMENT

7.1 Employees in the crafts and trades, who are required to furnish the necessary hand tools to perform their individual duties, shall be furnished a safe and suitable place for storage of the tools when not in use. Employees will be reimbursed for loss of stolen tools in accordance with procedures established in Part 377.3, Service Instructions.

7.2 The Project will provide protective equipment to employees required to perform outside duty during periods of rainy weather.

7.3 Employees assigned to spray painting, sandblasting, and weed control, will be furnished with suitable protective clothing.

ANNUAL LEAVE AND VACATIONS

8.1 Annual leave will be scheduled according to the needs of the Project. To the maximum possible extent, leave scheduled shall include at least one period of 80 hours for vacation purposes for each permanent employee.