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BASIC AGREEMENT
between the
BUREAU OF RECLAMATION
UPPER COLORADO REGION
CRSP POWER OPERATIONS OFFICE
UNITED STATES DEPARTMENT OF THE INTERIOR

and the

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION NO. 2159
AMENDMENT NO. 7

PREAMBLE

Pursuant to Civil Service Reform Act, Public Law 95-454, and the Labor-Management Relations Policies of the United States Department of the Interior, this basic labor- management agreement and such supplementary agreements as may be agreed upon from time to time constitute a collective bargaining agreement between the Bureau of Reclamation , United States Department of the Interior, acting through the Project Power Manager of the CRSP Power Operations Office, and Local Union No. 2159 of the International Brotherhood of Electrical Workers, AFL-CIO, which has been recognized as the exclusive representative of all employees of the CRSP Power Operations Office within the unit defined in Article III of this Basic Agreement.

As used herein the following terms are to be understood as having the following meanings or references: "Union" refers to Local No.2159 of the International Brotherhood of Electrical Workers;

"Manager" refers to the Project Power Manager of the CRSP Power Operations Office; "Office" refers to the CRSP Power Operations Office; "Regional Director" refers to the Regional Director, Upper Colorado Region; "Bureau" refers to the Bureau of Reclamation; and "Agreement," unless modified, refers to the entire collective bargaining agreement of which this Basic Agreement is part. "Supervisor" means an employee having authority, in the interest of the Bureau, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of authority is not of a merely routine or clerical nature, but requires the use of independent judgement. (Preamble amended 5/1/80)

ARTICLE I

Principles, Policies, Purposes

Section 1.1 The Bureau is a subdivision of the United States Government dedicated to the accomplishment of the public purposes for which it was created. The Manager shall act as the representative of the Bureau in the administration of the provisions of this agreement. In the administration of all matters covered by the agreement officials and employees of the "Office" are governed by existing or future laws and the regulations of

appropriate authorities, including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at this time; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

Section 1.2 The Bureau and the Union recognize the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved performance and efficiency. The Bureau and the Union also recognize that cooperation between the Manager and employees of the Unit, on the basis of mutual understanding arrived at through the process of collective bargaining, is a valuable aid to the accomplishment of those public purposes for which the Bureau was created. Further, that they have a common interest in water resources utilization through generation and transmission of electrical energy, and that the promotion of their common interest will be furthered by the establishment and maintenance of labor-management cooperation between the "Office" and employees of the Unit.

Section 1.3 In recognition of the above and to further the interests of each of the parties, they hereby agree as stipulated in the following sections.

Section 1.4 In the administration of all matters covered by this agreement, management shall retain the right and obligation in accordance with applicable laws, regulations, and this agreement:

- a) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
- b) in accordance with applicable laws:
 - 1) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - 2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
 - 3) with respect to filling positions, to make selections for appointments from—
 - i) among properly ranked and certified candidates for promotion; or
 - ii) any other appropriate source; and
 - 4) to take whatever actions may be necessary to carry out the agency mission during emergencies.
- c) Nothing in this section shall preclude the Employer" and "Union" from negotiating:

- 1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- 2) procedures which management officials of the agency will observe in exercising any authority under this section; or
- 3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials. (Amended 12/18/87

Section 1.5 The Bureau shall be free in situations of emergency to take whatever actions may be necessary to carry out its assigned mission, including establishment of emergency wage rates for new or additional labor classifications regardless of any prior commitments. When practicable within the time limits dictated by the emergency, the Manager shall confer with the employee representative designated by the Union prior to taking action which would alter or violate previous commitments.

Section 1.6 The Bureau will not make unilateral changes in the terms of any labor- management agreement pending the settlement of outstanding differences. Changes which may be required by laws, orders, regulations, official instructions, or policies shall be promptly brought to the attention of appropriate labor representatives. The Union and the Bureau may issue a joint statement

interpreting the effect of the change. Within 30 days after notification of such changes, if either party deems its interests to be materially affected thereby, such party may request negotiation of any appropriate modification of the agreement or recorded understandings.

Section 1.7 Employees covered by this agreement are not free to strike or to interfere in any way with the orderly performance of the work of the "Office."

Section 1.8 The Bureau and the Union hereby agree to establish conference and consultative machinery to the end that employees, through the Union, may participate to the fullest practicable extent in the formulation and implementation of personnel policies and practices and matters affecting working conditions that are of concern to employees in the Unit. Items subject to direct negotiation are limited to those within the discretion and authority of the Regional Director; however, this does not preclude consultations where the intent is to transmit recommendations to higher authority; nor does this limitation preclude the union from challenging whether an item is subject to direct negotiation. These include such matters as safety, training, labor-management cooperation, wages for hourly employees, employee services, voluntary allotment of union dues, grievance procedures, vacation schedules, working conditions, etc. Employee representatives designated by the Union shall be permitted to participate on joint labor-

management committees and work groups without charge to annual leave. Solicitation of membership or dues or other internal business of a labor organization, shall be conducted during the nonduty hours of the employees concerned.

Employees authorized to represent the Union shall be granted official time, travel, and per diem for negotiations on basic agreements, revisions and amendments thereto, and supplementary labor-management agreements and related activities. (Added 5/1/80)

Related activities include travel time to and from wage surveys, preliminary meetings with management on ground rules, and if required, mediation and arbitration of bargaining impasses. (Added 5/1/80)

The number of employees for whom official time is authorized shall not exceed the number of individuals designated as officially representing the agency (excludes observers). (Added 5/1/80)

Negotiation committees shall consist of equal members from management and Union, except that by mutual agreement between both parties, the number of committee members may be changed for a specific negotiation period. (Amended 10/25/83)

Delegates or union representatives who are designated by the union to attend sanctioned union functions will be allowed Leave Without Pay (LWOP) subject to prior management approval

that such absence will not jeopardize the mission of the Project to provide continuous and efficient operations. (Added 12/18/87)

Section 1.9 The Union agrees to promote the performance of loyal and efficient service by employees of the Unit which it represents. Further, the Union agrees to encourage such employees to use their influence and best efforts to protect the property of the Bureau and to cooperate in promoting and advancing the welfare of the Bureau and its services to the public. The Bureau and the Union agree that they will mutually cooperate with one another to promote harmony and efficiency among "Office" employees.

Section 1.10 The Union agrees that it shall not discriminate against an employee with regard to terms or conditions of membership because of race, color, creed, sex, age, or national origin.

Section 1.11 The Bureau and the Union agree that the Union, which has been accorded exclusive recognition and is the exclusive representative of the employees in the Unit, shall have representative rights as provided for in Public Law 95-454, dated October 13, 1978, as follows:

5USC7114 (a)(2) An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at -

- a) any formal discussion between one or more representatives of the agency and one

or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or

- b) any examination of an employee in the unit by a representative of the agency in connection with an investigation if -
 - 1) the employee reasonably believes that the examination may result in disciplinary action against the employee; and
 - 2) the employee requests representation.
(Section added 5/1/80)

ARTICLE II

Effective Date & Renewal

Section 2.1 This Basic Agreement shall become effective upon approval by the President of the International Brotherhood of Electrical Workers and the Office of the Secretary of the Interior. This basic agreement shall remain in effect for 1 year and shall be automatically renewed from year to year until amended or terminated. Amendments must be reduced to writing and executed in the same manner as this Basic Agreement.

Section 2.2 Supplementary agreements to this Basic Agreement covering wage schedules shall be signed by the negotiating committees and referred through the Manager for approval by the Regional Director. They shall become

effective on the first day of the first full pay period following date of approval by competent authority, unless otherwise mutually agreed upon, and shall remain in force until terminated or superseded. Supplementary agreements may not delete, modify, or otherwise nullify any of the policies and procedures which have been incorporated in this governing Basic Agreement.

Section 2.3 Other supplementary agreements to this Basic Agreement shall be signed by the negotiating committees and referred through the Manager and the Regional Director for approval by the Commissioner's Office. They shall become effective upon approval by the Commissioner's Office and shall remain in force until terminated or superseded. Such supplementary agreements may not delete, modify, or otherwise nullify any of the policies and procedures which have been incorporated in this governing Basic Agreement.

Section 2 .4 Once each calendar year, but not more often except by mutual agreement of both parties, or in the event that any law or regulation or policy of appropriate authorities is hereinafter enacted or issued that is inconsistent with this Basic Agreement or any supplementary agreement, the Bureau or the Union may notify the other in writing that a conference is desired to consider the need for revising any or all provisions. Except for conferences pertaining only to rates of pay, such notice shall state the nature of revisions desired and reasons therefor. Notices shall be acknowledged within 10 days

and a date set for holding the conference, which date shall be as soon as practicable but not to exceed 60 days from the date of notice.

Section 2.5 Either party may terminate this agreement or any supplementary agreement at the end of the specified terms of their existence or any mutually agreed extension or extensions thereof, by giving at least 60 days prior written notice to the other party. The Bureau may not terminate this Basic Agreement without the approval of the Office of the Secretary of the Interior. The Union may not terminate this Basic Agreement without the approval of the President of the International Brotherhood of Electrical Workers.

ARTICLE III

Application

Section 3.1 This agreement shall be uniformly applied to all non-supervisory hourly paid employees engaged in the operation and maintenance of the electric power generation system and related facilities under the jurisdiction of the CRSP Power Operations Office.
(Amended 8/2/95)

Section 3 .2 The construction of power facilities, when performed by regular government forces, will be performed under terms of this agreement. It is recognized, however, that construction projects performed under contract shall be considered separately, and it is not the intent of the Bureau or the Union to use this agreement in such matters.

ARTICLE IV

Labor-Management Cooperation

Section 4.1 In order to achieve the fullest possible benefit from labor-management cooperation, there shall be established Joint Labor-Management Cooperative Committees at locations mutually determined to be appropriate by the parties. Such committees shall be composed of an equal number of representatives, not more than three, with alternates for each, chosen by the Union from "office" employees and by the manager from the "office" supervisory staff.

Section 4.2 These committees shall have power of self-organization and shall record all proceedings. They shall give consideration to such matters as the elimination of waste, the conservation of materials, supplies and energy, the improvement in quality of workmanship and services, the promotion of education and training, the correction of conditions making for complaints, grievances, and issues of concern, the encouragement of courtesy in the relations of employees with the public, the safeguarding of health, the prevention of hazards to life and property, the betterment of employment conditions, and the strengthening of morale. These committees shall have the prerogative of making recommendations on matters considered, but shall not consider or act on matters that are subject to negotiation, such as complaints, grievances, or matters relating to terms of this agreement or to rates of pay.

ARTICLE V

Negotiations

Section 5.1 For the purposes of negotiating matters covered in Section 1.8, Article I, the Union and the Bureau shall each be represented by an equal number. In addition to the members of negotiating committees, other representatives of the Union and other representatives of the Bureau may be permitted to attend negotiating conferences as observers if facilities and conditions permit. (Amended 10/25/83)

The Bureau and the Union agree to conduct such conferences in good faith with the realization that the success of their labor- management relations depends largely on a spirit of cooperation and teamwork.

Section 5.2

STEP 1. Prior to negotiations the parties agree that by February 15 of each calendar year, they will exchange proposals concerning all items to be negotiated. To the extent possible each proposal will be framed in contractual language as opposed to concepts. A brief statement of intent will accompany each proposal.

STEP 2. The parties agree that not later than the first full week in April of each calendar year, the negotiating committees will meet at a mutually

- STEP 3. acceptable location to enter into direct negotiation concerning the proposals exchanged in Step 1 above.
- STEP 4. The dates established in Steps 1 and 2 above may be modified by mutual consent of the parties.
- STEP 5. In the event that direct negotiations concerning rates of pay result in an impasse that is referred to binding arbitration pursuant to Article V, Section 5.9, the arbitrator's decision shall be effective on any date agreed to by the parties. In the absence of a bilaterally agreed upon effective date, the arbitrator may establish the date. In any event, the effective date shall not be later than the date either party request arbitration pursuant to Article V, Section 5.9 of the Basic Agreement. (New 12/18/87)

Section 5.3 Prior to conducting negotiations the Bureau and the Union may set up a joint fact-finding committee and appropriate subcommittees as needed for the purpose of establishing relevant facts pertaining to the items to be negotiated. The utility companies used for determining comparability on prevailing rates and practices are identified in Supplement No. 3. Due consideration shall be given by the Bureau and the Union in their negotiations to any facts so established. Consideration shall also be given to information unilaterally gathered by either

party provided it is submitted to the other party for study five (5) days in advance of initiation of negotiations.

In negotiations of wage rates and related items affecting employees of the Unit, determinations of appropriate rates and practices shall be based on those found for operation and maintenance work of a nature comparable to that performed by the "Office." (Amended 5/1/80)

Section 5.4 Wage rates for additional classifications which may be required between regular wage conferences will be negotiated by the designated Union representative and the manager or his designated representative. Findings and recommendations will be submitted through the Manager to the Regional Director for approval.

Section 5.5 Emergency rates of pay established under Section 1.5, Article I, shall be valid for a period of 30 days. If the need for such rates extends beyond 30 days, they will be confirmed under the procedure set forth in Section 5.4.

Section 5.6 Working rules and rates of pay negotiated in accordance with this agreement shall, upon approval of the appropriate approving authority, be promulgated in the form of supplementary agreements.

Section 5.7 Wage rates and working conditions for hourly employees in effect at the time of execution of this Basic Agreement

shall continue in effect until changed or amended in the manner herein provided.

Section 5.8 In the event negotiations result in a dispute which is unresolved, either party may call for mediation. The Federal Mediation and Conciliation Service will be requested to provide the necessary assistance for this purpose.

Section 5.9 If efforts to bring about an agreement through mediation are not successful, the Union or the Project may submit their disagreement to arbitration. The parties shall, through the negative selection process, select an arbitrator from a panel of seven (7) arbitrators supplied by the Federal Mediation and Conciliation Service. (Section added 5/1/80)

Section 5.10 The Employer and the Union shall attempt to agree in writing upon the precise issue (s) to be decided and shall submit a joint statement to that effect in advance of any arbitration proceedings. If the parties are unable to concur, each party shall specify the issue(s) in writing with copies to each other and the arbitrator, who shall then frame the issue(s). The arbitrator shall limit the decision solely to the resolution of the issue (s) as specified by the parties (or as framed by the arbitrator), and nothing further. The decision of the arbitrator shall be final and binding on both parties. (Section added 5/1/80)

Section 5.11 The compensation and expenses of the arbitrator shall be borne equally by the Union and the Project. Each party shall bear the expense of preparing and presenting its own case. (Section added 5/1/80)

ARTICLE VI

Grievances & Arbitration

Section 6.1 The purpose of this Article is to provide an orderly method for the disposition and processing of grievances of employees and the Union. Excluded from this negotiated grievance procedure are actions excluded by law, actions of discrimination under Title VII, and termination of probationary employees and temporary employees not to exceed (NTE) one year. (Amended 10/25/83)

This procedure will be the exclusive procedure available for processing and disposition of grievances concerning the interpretation and/or application of the Agreement.

Every effort will be made by employees and supervisors to freely discuss problems and complaints and resolve them in order to avoid formal grievances.

Employee representation is restricted to the Union or a representative approved by the Union when presenting a formal grievance under this procedure. Employees may present their

own grievances using this procedure without representation; however, the Union must be given an opportunity to be present at the formal proceedings and the adjustment. The adjustment shall not be inconsistent with the terms of this Agreement.

Failure of the Employer to observe the time limits shall be cause to advance the grievance to the next step. Failure of the aggrieved to observe the time limits shall be cause for nullifying the grievance.

Extensions of time may be granted by mutual consent of the parties.

Section 6.2 In the event a grievance arises concerning a claim by an employee, a group of employees or the Union, the following procedure shall apply:

STEP 1. 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 employee's immediate supervisor within fifteen (15) working days after the incident which gives rise to the grievance or within fifteen (15) working days after the aggrieved became aware of the matter out of which the grievance arises. Within five (5) working days after the presentation of an informal

- STEP 2. grievance, a decision must be given to the aggrieved party.
- STEP 3. In the event the grievance is not resolved under the procedure of Step 1 and the aggrieved party desires to proceed further, the grievance shall be submitted formally (in writing) to the aggrieved party's Division Chief. The grievance shall be presented within fifteen (15) working days after receipt of the decision provided for in Step 1. The written statement of grievance shall contain the name of the aggrieved, the specific action, circumstances or condition giving rise to the grievance, the date, time, and place of its occurrence or existence, the provisions of the General Labor- Management Agreement believed to have been violated or improperly interpreted or applied, the consideration given, or steps taken to secure a resolution of the complaint by informal means, the corrective action desired, and the name of any representative chosen by the employee to present the grievance and must be signed by the aggrieved. The Division Chief will respond in writing within fifteen (15) working days after he has received the written grievance.
(Amended 12/18/87)

STEP 4. If the grievance still is not resolved and the employee and the Union desire to proceed further, the grievance shall be forwarded to the Projects manager within fifteen (15) working days after the decision rendered under Step 2. The Projects Manager will render a written decision within fifteen (15) working days after receipt of the grievance. The decision of the Projects Manager is final unless the Union elects to refer the matter to arbitration as provided in Section 6.4.

Section 6.3 Employees will be free from discrimination or reprisal from the Project for the presentation of grievances. The grievant and a representative, if such representative is an employee of the Office, shall be granted a reasonable amount of official time to present the grievance - including, if necessary, attendance during an arbitration hearing.

Section 6.4 The method for effecting arbitration is as follows:

- a) Arbitration of grievances shall be processed only with the approval of the Union.
- b) If the Project and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance- within fifteen (15) working days after issuance of the final decision - may be submitted to arbitration.

- c) A mutually acceptable arbitrator may be selected by the parties concerned. If agreement cannot be reached, either party may request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons who are qualified to act as arbitrators. The parties shall meet within fifteen (15) working days following the receipt of such list. If they cannot agree upon one name from the list of arbitrators, the Office and the Union will each strike one (1) name from the list of seven (7) and shall then repeat this procedure.

The person whose name remains on the list shall be the duly selected arbitrator. The arbitrator will be asked to render a decision as quickly as possible, but no later than thirty (30) days after the hearing record has been closed, and the decision shall set forth in reasonable detail the arbitrator's reasonings. If the arbitrator is unable to render a decision within thirty (30) days, another arbitrator will be selected by the same method described above - unless the parties mutually agree to an extension of time.

- d) The Project and the Union shall attempt to agree in writing upon the precise issue(s) to be decided and shall submit a joint statement to that effect in advance of any arbitration proceedings. If the parties are unable to concur, each party shall specify the issue(s) in writing with copies to each other and the arbitrator, who shall then frame the issue (s) to be decided. The arbitrator shall limit the decision solely to the resolution of

the issue(s) as specified by the parties (or as framed by the arbitrator), and nothing further. When interpretation of the regulations or policies of the Department of the Interior, Bureau of Reclamation, Upper Colorado Region, Projects Manager, or any other authority are at issue, the arbitrator must accept the issuing office 's interpretation of those regulations or policies as the project interpretation, and the arbitrator's role will be limited to whether the regulations or policies are so interpreted to violate the labor agreement. In making decisions, the arbitrator will not add to, subtract from, or otherwise modify any of the terms of this Agreement; nor will the arbitrator substitute his or her discretion for that of the Office or the Union where either party has such discretion by virtue of the terms of this Agreement. The arbitrator will only interpret the applicable provisions of the Agreement and apply them to the specific facts of the grievance. The decision of the arbitrator will be final and binding upon the parties.

- e) Either party may file exceptions to an arbitrator's decision (s) with the Federal Labor Relations Authority under regulations prescribed by the Authority. Either party may request a clarification from the arbitrator at its own expense.
- f) The compensation and expenses of the arbitrator shall be borne equally by the Union and the Project. Each party shall bear the expense of preparing and presenting its own case. *Article Amended 5/1/80

ARTICLE VII

Union Membership

Section 7.1 No employee or person seeking employment shall be required as a condition of employment, transfer, promotion, reassignment, or retention, to join or refrain from joining any employee organization, or to pay money to the organization except pursuant to a voluntary written authorization as a member for the payment of dues through payroll deductions. However, employees have the right to organize or join, to refrain from joining labor organizations, to designate representatives for the purpose of consulting and negotiating with management officials, and to present grievances. In the exercise of these rights, employees and employees' representatives shall be free from any and all restraint, interference, coercion, discrimination, or reprisal.

Section 7.2 Union membership shall not be encouraged nor discouraged by anyone acting in a supervisory capacity.

ARTICLE VIII

Apprentice & Training Programs

Section 8.1 In order that an adequate supply of competent skilled craftsmen shall be available at all times, it is agreed between the parties hereto that an apprenticeship program may be established by mutual agreement

between the Bureau and the Union. The terms of such apprenticeship program shall be mutually agreed upon and shall at least equal the standards recommended by the Federal Committee on Apprenticeship; it shall also meet or exceed the minimum standards required of apprenticeship programs registered with the Bureau of Apprenticeship and Training of the U. S. Department of Labor.

Section 8.2 Apprentice rates of pay, conditions of employment, training, and other necessary functions in connection therewith, shall be incorporated in a Supplementary Agreement and/or an approved Apprenticeship Plan.

Section 8.3 Other training programs which are designed to provide a means of qualifying for placement or promotion may be planned and administered jointly. A joint training committee composed of representatives from the Union and "Office" shall be formed to plan and administer the training program.

ARTICLE IX

Bulletin Boards

Section 9.1 Space on bulletin boards shall be made available to the Union for posting of official Union bulletins, provided that the posting of such bulletins is not contrary to Federal laws or regulations. All Union notices must be approved for posting by the Manager or someone designated by him for that purpose.

Bulletin boards must be kept free of controversial and political material as well as advertising matter.

ARTICLE X

Union Representatives & Shop Stewards

Section 10.1 The Bureau agrees that to enable the Union to meet and discharge its obligations and responsibilities under this Agreement, authorized representatives of the Union shall be permitted to visit the "Office" places of work during working hours, provided that in restricted areas they shall abide by any and all security regulations and requirements in effect.

Section 10.2 Authorized Union representatives shall confine their activities during such hours to matters relating to this Agreement, and will first make their presence known to the Manager or the official in charge of any subordinate field installation.

Section 10.3 Shop stewards shall be designated by the Union and the Union shall supply the Manager with their names which shall be posted on appropriate bulletin boards. The number of stewards appointed shall be limited to the number needed to assure adequate representation.

Section 10.4 Shop stewards are authorized to perform and discharge the duties and responsibilities which may be properly assigned

to them by the Union. The Bureau agrees that there shall be no discrimination against a shop steward because of the performance of such duties. Stewards shall not use their official office for unwarranted absences from duty and shall obtain permission in advance by giving valid reason to their supervisor before leaving their post of duty.

ARTICLE XI

Distribution of Agreement

Section 11.1 A copy of this Basic Agreement and all supplementary agreements shall be given to each covered employee by management. (Amended 5/1/80)

IN WITNESS WHEREOF the parties hereto have entered into this Basic Agreement. Amendment No. 7.

For the Bureau of
Reclamation:

For the International
Brotherhood of
Electrical Workers:

Chairman Negotiating
Committee

President Local No.
2159 IBEW

RECOMMENDED:

Power Manager

EXECUTED AND RECOMMENDED:

Regional Director

11/03/1995
Date

APPROVED:

President International
Brotherhood of Electrical
Workers

09/28/1995
Date

APPROVED:

Director of Personnel

11/21/1995
Date

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SUPPLEMENTARY LABOR - MANAGEMENT AGREEMENT NO. 1

**BUREAU OF RECLAMATION
UPPER COLORADO REGION
CRSP POWER OPERATIONS OFFICE
UNITED STATES
DEPARTMENT OF THE INTERIOR**

and the

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION NO. 2159**

Amendment No. 13

GENERAL WORKING CONDITIONS

Pursuant to Article V of the Basic Labor Management Agreement between the Bureau of Reclamation, United States Department of the Interior, CRSP Power Operations Office, and the International Brotherhood of Electrical Workers, AFL-CIO Union No. 2159, the joint negotiating committees have met and agreed as follows with respect to working rules and conditions to be applied to the employees covered by the Agreement.

ARTICLE I

General Benefits

Section 1.1 The following benefits will be provided or granted by the United States to eligible employees in accordance with applicable provisions of Statutes, Office of

Personnel Management rules and regulations, Bureau rules and instructions, or other authority. See Appendix A.

- a) Annual Leave
- b) Sick Leave
- c) Leave Without Pay
- d) Retirement Benefits
- e) Compensation for Job-Related Injuries
- f) Unemployment Compensation
- g) Social Security
- h) Group Life Insurance
- i) Group Health Insurance
- j) Holiday Benefits
- k) Per Diem
- l) Government Employees Training Act

In addition to the benefits specifically set forth above, employees covered by this agreement shall be entitled to other applicable privileges and benefits accruing to Federal Civil Service employees generally.

GENERAL CONDITIONS

ARTICLE II

Safety & Health

Section 2.1 The "office" 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 2.2 Employees shall comply with the safety rules of the Bureau as outlined in the Power System Safety Standards, Safety and Health Regulations for Construction, and local rules prescribed by the Region and the "Office."

ARTICLE III

Physical Examination

Section 3.1 Medical examinations for employees ordered by the "Office" shall be arranged for and paid for in accordance with applicable laws, rules, and regulations. The "Office" may designate physicians who will make such medical examinations as authorized.

Section 3.2 Pre-employment physical examinations shall be paid for by prospective employees.

ARTICLE IV

Selection of Employees

Section 4.1 The "Office" will select all new employees in accordance with the provisions of the Civil Service Act and the regulations of the Office of Personnel Management and the Bureau.

Section 4.2 Selections, reassignments, or promotions in accordance with such regulations will be made on the basis of merit and

efficiency as determined by such factors as ability, skill, diligence, training, and experience without regard to race, religion, color, sex, national origin, age, marital status, political or personal favoritism, and the rights of veterans will be safeguarded.

Section 4.3 The Union will assist the "Office" by directing qualified eligibles to the sources through which employees are obtained.

ARTICLE V

Promotions & Reassignments

Section 5.1 All promotions and reassignments will be made in accordance with the Office of Personnel Management regulations and the Bureau Merit Promotion Plan.

Section 5.2 The existence of vacancies and promotional opportunities and instructions regarding procedures for applying: The "Office" will issue a vacancy notice and/or amendments on all open positions and post at all principal duty stations of the project. (Amended 10/25/83)

Section 5.3 Selections involving reassignment or promotion will be made on the basis of technical knowledge of the work, merit, ability, skill, diligence, training, and experience.

ARTICLE VI

Suspension & Discharge

Section 6.1 All suspensions, terminations, discharges of employees, or reductions in force shall be in accordance with the applicable rules and regulations of the Office of Personnel Management and the Veterans' Preference Act of 1944, as amended, and the Veterans' Readjustment Benefits Act of 1966. If requested by the Union, and authorized in writing by the employee, the Manager shall furnish the Union a statement in general terms concerning the cause for individual suspensions or dismissals.

Section 6.2 A supervisor may relieve any employee from a work status when, in the supervisor's opinion, such action is in the best interest of the "Office." In such instances, all facts and circumstances shall be promptly reported to the Manager through administrative channels so that disciplinary action may be initiated, if deemed necessary, and to permit determination as to the employee's status and pay while off the job.

ARTICLE VII

Reduction in Force

Section 7.1 The "Office" agrees to give the maximum amount of advance notice, consistent with sound management, of contemplated reductions in force.

Section 7.2 All reductions in force will be made in accordance with the rules and regulations of the Office of Personnel Management which provide for such considerations as performance ratings, veterans preference, and creditable service. Reduction in force lists will be open for inspection, insofar as consistent with reduction in force regulations, by the employees affected or by a representative of the Union at the employee's request.

ARTICLE VIII

Transfer of Work

Section 8.1 When work that is normally performed by employees in the bargaining unit is either contracted out or transferred to another Federal agency, the parties to this agreement will negotiate the impact and implementation for the affected employees. (Amended 2/25/91)

ARTICLE IX

Temporary Assignment

Section 9.1 The "Office" recognizes the desirability of making work assignments consistent with the classification normally considered applicable to the work and every reasonable effort will be made to make such assignments.

This consideration will not apply to emergencies when an employee of the proper classification is not available.

The "Office" will, having due regard to the necessity for continuous and uninterrupted services and efficient operation, make every effort to keep emergency, call-back overtime work and irregular shifts to an absolute minimum. "Emergency," as used in this supplementary agreement, is defined as a condition which requires immediate action to protect life or property or to restore service. (Amended 10/25/83)

Section 9.2 When an employee is assigned as Acting Foreman I or as the Supervisor to replace a Supervisor, he/she will receive the appropriate full pay for all time worked as Acting Foreman or Supervisor. All temporary promotions to the Supervisor position will be done through personnel action. The employee shall receive the temporary promotion to the Supervisor position effective the day following the day this becomes known to the Regional Personnel Office. (Amended 8/2/95)

Section 9.3

- a) When an employee is assigned temporary lead responsibility for one or more employees, he shall receive pay 5 percent above his classification. (Amended 8/2/95)
- b) Journeyman supervision of apprentices is excepted from above provision.
- c) A journeyman is a trained worker in an occupation requiring special

skill, especially any of the manual arts; this includes any craftsman in the highest two pay categories.

Section 9.4 If an employee works at a lower classification, he shall receive the pay of his original classification.

Section 9.5 A dual classification appointment is the appointment of an employee to not more than two different ungraded labor classifications for the purpose of facilitating his assignment from work in one classification to work in another, making it possible legally to pay him the rate of compensation for each classification without processing a formal personnel action upon each change of assignment. The labor classification in which the employee normally serves and which otherwise occupies the greater portion of his time shall be designated for all purposes as the primary classification. An additional labor classification to which an employee may be appointed simultaneously shall be designated for all purposes as a secondary classification. In order to be entitled to compensation at the secondary rate of pay for the hours actually worked in that classification, an employee must have been assigned to a secondary classification for not less than one (1) hour in any one day. Compensation for leave, holidays, or any other period of time for which an employee is paid without actually performing duty ordinarily shall be at the primary or base rate of pay. However, where an employee has been assigned to work in his secondary classification for a definitely scheduled

period of time, compensation for any leave, holidays, etc., occurring within that period shall be at the secondary rate of pay. (See 19 Comp. Gen. 1015, June 22, 1940.) In normal operating circumstances, however, an employee shall be returned to his primary classification and base rate of pay for vacation and other extended periods of leave.

ARTICLE X

Paydays

Section 10.1 The "Office" will designate the regular payday. Each regular paycheck shall cover the hours spent in a pay status during a period of two (2) calendar weeks.

ARTICLE XI

Hours of Work

Section 11.1 The regular hours of employment of all employees covered by the basic labor agreement shall be bulletined by kinds of employment or by services at each place of employment. Such bulletins will indicate how these hours shall be worked in any 24-hour period. Except as provided in Sections 11.2 and 11.3, a minimum of 24 hours' notice in advance shall be given employees of any change in bulletined working hours. However, the required advance notice may, in the case of relief operators, be reduced to eight (8) hours when necessary to meet conditions beyond the

control of the "Office." The regular hours of shift workers shall be bulletined six (6) months in advance.

Section 11.2 When maintenance work cannot, because of operating conditions, be performed during normal working hours of the worker's classification as covered by this agreement, and it becomes necessary to perform such work at other than normal working hours that differ by more than one (1) hour from the normal schedule, then in that event an employee working on such revised schedule shall be paid at the overtime rate for the first two (2) days or first two (2) shifts of such work. This rule applies primarily to "Day Worker" jobs. When a revised schedule is established as in this paragraph provided, the working hours of such revised schedule shall be considered normal working hours.

When the revised schedule is discontinued, and normal schedules are reestablished, the straight time rate shall apply. Provided further that no penalty shall be incurred if a minimum of 14 days' notice has been given to the employees affected. This rule shall not apply to operations and service employees.

Section 11.3 In shift operations, work schedules or tour of duty changes of one (1) day or less shall require the payment of the penalty wage rate regardless of the notice given; except that this shall not apply to relief operators.

For shift operators and service-type personnel, changes in schedule and tours of duty may be made by the Office upon less than 24 hours' notice provided that such changes shall incur the payment of the penalty wage rate for all work performed on the first working day or first shift worked after the change.

For relief operators, work schedules or tours of duty changes made with less than eight (8) hours' notice shall require the payment of the penalty wage rate for the first shift worked after the change.

Section 11.4 Relief operators in shift operations who are required to work three (3) or more short changes within any period of seven (7) consecutive workdays shall receive the penalty wage rate for all work performed on the shift following the third short change. For the purpose of this paragraph, a short change is defined as a period of 8 hours or less between shifts. (Amended 8/23/68)

Section 11.5 Shift Workers - A Shift Worker *is* an employee who is normally required to work on jobs which are operated on two or three 8-hour consecutive shifts per day over an extended period. Shift Workers shall be permitted to eat their lunch while on duty. The basic workweek of Shift Workers shall consist of any 5 normal workdays so scheduled as to permit two (2) consecutive days off.

Section 11.6 Day Worker - A Day Worker is an employee who is not a Shift Worker and who

is normally required to work 8 consecutive hours per day starting not earlier than 6 a.m. nor later than 9 a.m., excluding a lunch period on the employee's time not to exceed 1 hour. The scheduled work hours shall be established within the above limits. The normal workweek for Day Workers shall consist of five (5) consecutive normal workdays aggregating 40 hours per week and shall be scheduled Monday through Friday.

Section 11.7 Scheduled Worker - A Scheduled Worker is an employee other than a Shift Worker or Day Worker whose starting time may be other than between the hours of 6 a.m. and 9 a.m., and whose workdays may be other than Monday through Friday. The basic workday for Scheduled Workers shall consist of 8 consecutive hours exclusive of a lunch period of not more than 1 hour. The basic workweek of a Scheduled Worker shall consist of any 5 basic workdays so scheduled as to permit two (2) consecutive days off.

Section 11.8 Relief Worker - A Relief Worker is an employee whose duties are those of relief for Shift Workers. He may also be required to work as a Day Worker or Scheduled Worker. His basic workday shall conform to the basic workday of the worker whose shift he is working. The basic workweek of a Relief Worker shall consist of any 5 basic workdays so scheduled as to permit 2 consecutive days off whenever practicable.

Section 11.9 Employees of the same classification may, by agreement between

themselves and with the approval of their supervisor, exchange regular shifts providing this does not involve payment of additional overtime or premium compensation. The exchange must take place within the employee's normal workweek.

Section 11.10

An employee who worked sixteen (16) hours or more continuously shall, upon release from duty, be entitled to an eight (8) hour rest period before he returns to work. If an eight (8) hour rest period taken by an employee overlaps the employee's regular work hours, in whole or in part, he shall be excused from duty without loss of basic hourly wage to the extent of the overlap. This provision shall not apply to employees serving under part-time or intermittent appointments.

Employees who work more than 16 hours continuously shall be paid at the rate of two times their basic hourly rate for work after 16 hours until released from duty. An employee released from duty after having worked 16 or more consecutive hours and directed to return to work during the 8-hour rest period, shall be paid two times the basic hourly rate for all hours worked until released from duty for 8 consecutive hours.

ARTICLE XII

Travel

Section 12.1 The "Office" shall assign each employee a regular permanent duty station

and a designated point or points of assembly at which to report for work. Employees shall report at a designated point of assembly at the commencement of the workday and after reporting shall be regarded as on duty. Transportation necessary after arriving at a point of assembly shall be provided by the "Office."

Travel time between the assembly point or points and the actual place of work shall be part of an employee 's worktime. Such travel time shall be compensable at the overtime rate if it is in excess of the regular 8-hour day or 40-hour week, and when it is an inherent requirement of an employee 's work assignment, is in the interest of the Government, and is authorized in advance by competent authority.

Section 12.2 The "Office" shall designate such temporary assembly points as are necessary for personnel in a travel status. Normally, these assembly points shall be as follows:

1. If work is to be performed at a station where personnel are permanently stationed, that station shall be the designated assembly point, if within 10 miles of the nearest motel or hotel, selected by the employees with the approval of the "Office." And if farther, the employees will be allowed to travel on Government time.
2. Where work is to be performed on a transmission line, or at a station or site where personnel are not permanently stationed, the assembly point shall be the motel or hotel selected by the employees with the approval of the "Office." Normally, such motel or hotel

shall be at the location closest to the worksite.

Section 12.3 When an employee is required to travel away from his permanent duty station in performance of official duties, he will be entitled to receive a per diem allowance as provided by the established practices and regulations of the Bureau. Per diem allowances will be computed in accordance with the Bureau of Reclamation and Standardized Government Travel Regulations. Employees will, insofar as practicable, be given 24 hours advance notice that travel away from their permanent duty station will be required.

Section 12.4 Time spent attending training will be compensated as time worked as provided by the Fair Labor Standards Act (FLSA). Time spent traveling to, during and return will be compensated as provided by the Fair Labor Standards Act or Title V with every reasonable effort being extended to prevent travel during non-compensable time. Training assignments that are not mandatory will be on a voluntary basis and employees shall be protected by their right not to volunteer. (Amended 10/25/83)

Section 12.5 Employees whose duty station is Molina Powerplant shall be reimbursed for travel in a privately-owned vehicle from their residence and return for each callback. Reimbursement shall be made in accordance with applicable travel regulations. (Amended 8/2/95)

ARTICLE XIII

Overtime

Section 13.1 Employees shall be compensated for all work in excess of the regular tour of duty of 8 hours per day or 40 hours per week in accordance with applicable laws, rules, and regulations. In addition, overtime will be paid for time worked on a non-workday and time worked outside of regular hours on a workday. In no case shall any rate of overtime pay be less than one and one-half times the basic rate of pay. Definite overtime and holiday rates will be determined in accordance with prevailing practice in the area and shall be incorporated in the supplementary labor-management agreement providing the wage schedule. No employee shall be permitted or required to take time off in lieu of overtime worked or to be worked.
(Amended 12/30/87)

Section 13.2 Insofar as practicable, overtime work shall be distributed impartially and evenly to employees in their respective ungraded payroll classifications.

ARTICLE XIV

Call Back or Scheduled Back

Section 14.1 When an employee is called back to work outside his regular work schedule without advance notice, his overtime shall include that time between leaving from and returning to his place of lodging* or

residence*, except that the overtime shall end at the beginning of the employee's regular work schedule with a minimum reportable time of two (2) hours.

Section 14.2 When an employee is given advance notice before completion of the workday that he is to return to work outside his regular work schedule, his overtime shall begin when he reports to the designated assembly point and shall end when he is released from duty. The minimum reportable time with advance notice shall be two (2) hours, except when the callback work runs into the employee's regular work schedule, the overtime rate shall end, without a 2-hour minimum, at the employee's regular starting time. Except that even with advance notice, overtime for attendants at stations listed in Section 12.5 shall include travel to and from their place of lodging* for overtime of four (4) hours or less.

*For the purpose of implementing these sections, asterisk denotes temporary assembly points for overtime computation. Reimbursement for travel applies only to those locations identified in Section 12.5.

Except that the overtime shall end at the beginning of the employee's regular work schedule with a minimum reportable time two (2) hours.

ARTICLE XV

Meal Time

Section 15.1 When an employee is required to work on his non-work days or wholly outside of 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 to work.

Section 15.2 When an employee is required to work beyond regular quitting time, a meal break will be allowed approximately two (2) hours after the regular quitting time and after every 4 to 5 hours of work thereafter until the work is completed.

Section 15.3 When an employee is required to report to work on workdays two (2) hours or more before his regular starting time and such employee continues to work into his regular work hours he shall be allowed a meal break on Government time within approximately four (4) hours after reporting.

Section 15.4 When an employee works two (2) or more hours after the regular quitting time and does not continue to work, the employee will be entitled to a 1/2 hour of penalty pay in lieu of a meal break, at the rate of one and one-half times their basic rate of pay. (Amended 2/25/91)

Section 15.5 Except as provided in 15.6, overtime will be paid on a straight through basis and an employee working paid overtime

will not be docked for time taken for meals. Mealtime in these cases, including any necessary travel time, will be kept to a minimum until the work is completed. When a meal is due on dismissal from work, the time allowable therefor will be 1/2-hour. At the discretion of the Foreman, the crews may be required to eat in shifts or one employee may be sent to bring meals to the entire crew. The 1/2-hour allowance for a meal on dismissal from work does not apply to shift work where employees are allowed time to eat meals during work hours and where the shift work was scheduled sufficiently in advance to permit employees to bring their meal(s). (Amended 8/23/68)

Section 15 .6 When an employee performs prearranged work on non-work 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 relative to mealtime shall be applicable.

ARTICLE XVI

General Working Rules

Section 16.1 The working rules now in existence and not inconsistent with the provisions of this agreement are hereby adopted to remain in effect until modified or amended. Any amendments or changes to the working rules shall be promulgated in the form of

supplementary agreements to be incorporated into this agreement.

Section 16.2 Employees shall not be required to attend on their own time, meetings called by supervisory personnel for the purpose of discussing official activities of the Bureau. If the employee is required to attend such meetings, the time so spent shall be considered as time worked. The above provisions of this section are not applicable to approved apprenticeships, other approved job training programs, or situations wherein an employee desires to attend a meeting for educational purposes.

Section 16.3 Employees reporting for field work on a non-overtime day will not have pay deducted or leave charged when the supervisor directs that because of weather conditions field work will not be undertaken, but instead they will be held at the duty station pending trouble calls or employed in miscellaneous work or given safety and/or first aid instructions.

Section 16.4 It shall be the responsibility of the supervisor to determine the safeness of work or equipment; however, no employee shall be required to work in a manner which is in conflict with accepted safety practices.

Section 16.5 Employees shall not work on or dangerously near energized wires or equipment carrying in excess of 600 volts unless assisted by another journeyman or an apprentice eligible for such work.

Section 16.6 When transferred to a new assignment, an employee shall be given such orientation as necessary to assure competence in and familiarity with his duties.

Section 16.7 The "Office" shall furnish such protective equipment as necessary for the safe accomplishment of all work. No protective equipment shall be used unless first approved by the supervisor. All rubber gloves, rubber blankets, and line hose shall be tested and inspected by the "Office" at least every 90 days and more often if subject to hard usage. All line sticks shall be visually inspected before each use to insure their suitability for the work.

Section 16.8 In the interest of safety, the "Office" will furnish all tools required by the various employees in the performance of their work.

Section 16.9 The "Office" retains the right, in accordance with applicable laws and regulations to direct employees, to hire, promote, transfer, and assign as necessary to maintain the efficiency of the Government operations entrusted to them and to determine the methods, means, and personnel by which such operations are to be conducted. Under normal circumstances except for tests, instruction, and emergencies, the installation, repair or removal, and switching of electrical and mechanical equipment under the jurisdiction of the "Office" shall be done by qualified and available employees of the Bargaining Unit. Except that supervisors shall be allowed to do

a nominal amount of craft work, provided that this work does not displace bargaining unit employees. These provisions are subject to policies which take precedence over this agreement as referred to in Article I of the Basic Agreement. (Amended 8/2/95)

ARTICLE XVII

Remote Sites

Section 17.1 Any worksite or station situated in such a place that very severe weather conditions will prevent employees from leaving the site safely in order to reach public accommodations shall be stocked with emergency supplies.

Appendix A

The following items are covered under the Federal Personnel Manual, Reclamation Instructions, or other official publications as listed below:

Term	FPM	Reclamation Instructions
Annual Leave	630 990-1 & 2	313.3.1
Sick Leave	630 990-1 & 2	313.3.12
Leave Without Pay	630 990-1&2	313.3.26
Retirement Benefits	830 990-1	313.9.1 311.3.20
Compensation for Job-Related Injuries	OFEC	365
Unemployment	850 870	
Group Life Insurance (etc.)	890 990-1	
Holiday Benefits	550 990-1&2	315.6.6
Per Diem	Government Travel Regulations	
Training Act	410 990-1	

SUPPLEMENTARY LABOR - MANAGEMENT AGREEMENT NO. 1

AMENDMENT NO. 13

EXECUTED:

For the Bureau of
Reclamation:

For the International
Brotherhood of
Electrical Workers:

Chairman,
Negotiating Committee

President
Local No. 2159 IBEW

RECOMMENDED:

Power Manager

EXECUTED AND RECOMMENDED:

Regional Director

APPROVED:

Human Resources Officer

9/28/1995
President
International Brotherhood of Electrical Workers

12/5/1995
Director, Human Resources

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SUPPLEMENTARY LABOR - MANAGEMENT AGREEMENT NO. 2

between the

**BUREAU OF RECLAMATION
UPPER COLORADO REGION
CRSP POWER OPERATIONS OFFICE
UNITED STATES
DEPARTMENT OF THE INTERIOR**

and the

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION NO. 2159**

Amendment No. 3

PAYROLL ALLOTMENT

FOR WITHHOLDING DUES

Pursuant to Article I, Section 1.8, of the Basic Labor-Management Agreement between the Bureau of Reclamation, Upper Colorado Region, CRSP Power Operations Office, and the International Brotherhood of Electrical Workers, Local Union No. 2159, and in accordance with pertinent Office of Personnel Management and Department of the Interior regulations, negotiating committees have met and agreed as follows with respect to payroll allotments for withholding dues. (Amended 5/1/80)

ARTICLE I

Eligibility

Section 1.1 Any employee who is officially assigned to a position within the Employee Unit defined in Article III, Section 3.1, of the Basic Agreement and who is a member in good standing of Local 2159, International Brotherhood of Electrical Workers, may authorize an allotment from his compensation from the "Office" for the payment of his dues for his membership in the Union, provided the employee regularly receives a normal amount of pay on the regularly scheduled paydays of the "Office" and such pay is sufficient , after other legal deductions, to cover the full amount of the allotment.

ARTICLE II

Responsibility

Section 2.1 The Union and the Bureau recognize a joint responsibility to inform employees concerning the allotment program, including the conditions governing revocation of allotments, and to ensure that allotments are made voluntarily.

ARTICLE III

Authorization

The procedures to be followed in effecting

an authorization for withholding dues shall be as follows:

Section 3 .1 The Union agrees to acquire and distribute to its members the prescribed authorization form, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues (SF- 1187), and to receive completed forms from members authorizing allotment.

Section 3.2 The Union will process completed authorization forms by completing Section A thereof and assume responsibility for determining that the employee is a member of the Union in good standing. Certified authorization forms in duplicate will be submitted by the Union to the Manager. The duplicate copy will be returned to the Union indicating the date deductions will become effective.

Section 3 .3 Authorized deductions from the pay of employees shall be made from compensation earned beginning with the first day of the first full pay period following the one in which their authorizations are received by the Payroll Office.

ARTICLE IV

Withholding

Section 4.1 Deductions shall be made each pay period. The amount to be withheld shall be the amount authorized by the member and

certified by the Union on SF-1187, which amount shall be sufficient to maintain him as a member of the Union in good standing, exclusive of the initiation fees, assessments, back dues, fines, and similar charges and fees. If the amount of the dues is changed by the Union, the Manager will be notified in writing by the Union of the rate and effective date of the newly established dues. The amended amount will be withheld beginning the next pay period following date of receipt by the Payroll Office, or a later payroll period if requested by the Union. Normally only one such change may be made in any period of 12 consecutive months. Within the limitations of the payroll system, additional changes can be requested by the Union presenting a written request and justification to the Labor Relations Officer. The Labor Relations Officer shall have rights of approval or disapproval based on limitations of the payroll system and costs incurred for such changes.

ARTICLE V

Termination of Allotment

Section 5.1 The Bureau will automatically terminate an allotment effective at the end of the pay period covered by the payroll deductions in which loss of eligibility occurs for any of the following reasons:

- a) When the Union loses the required recognition under any of the conditions specified by the Civil Service

Reform Act, Public Law 95-454, or Office of Personnel Management regulations pertaining thereto;

- b) When the employee is separated for any reason from employment within the Unit covered by the Basic Agreement; or
- c) Upon receipt of notice from the Union that the employee is no longer a member of the Union in good standing.

Section 5.2 The Bureau will not terminate any allotment until it has been in force for one full year. The effective date will be the first day of the first full pay period after March 1, upon receipt of written notice of revocation of allotment by the payroll office. Revocation by employee shall be in duplicate on the prescribed form, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues" (SF- 1188). Said form shall be available from the "Office." If authorizations are not revoked at such time, they shall automatically renew for a one-year period. (Amended 5/1/80}

ARTICLE VI

Remittance of Dues Withheld

Section 6.1 Approximately 10 days following each payday, the Bureau will remit to the Officer of the Union designated to receive remittances, the amount of the dues withheld during the preceding pay period. The amount

remitted to the Union shall be the total of all allotments made to it by members of the Union during the previous pay period. The remittance check will be accompanied by a positive listing of the names, organizational locations, and amounts withheld from each employee covered by a current allotment. No service charge will be assessed against the Union for dues withholding.

ARTICLE VII

Required Notices

The Union and the Bureau agree to issue the following written notices:

Section 7.1 The Union shall notify the Manager of the amount of monthly dues and also the name and address of the officer of the Union designated to receive remittances.

Section 7.2 The Union shall notify the Manager within five (5) workdays when an employee with a current allotment authorization ceases to be a member in good standing of the Union.

Section 7.3 Within five (5) workdays of the date of receipt by the Union of written notice of revocation of allotment it shall forward them to the Manager.

Section 7.4 The Manager shall send a copy of each written revocation received by the Bureau to the Union with the remittance report

for the first payroll deduction prepared after receipt of the revocation.

ARTICLE VIII

Channels of Communication

Section 8.1 The Manager or Labor-Relations Officer will maintain the liaison between the Union and the payroll office on all matters regarding dues deductions. The Union and its members shall direct all correspondence, forms, and other notices to the Manager or Labor- Relations Officer and he/she will transmit them to the appropriate payroll office. All correspondence, forms, and notices from the Bureau will be directed to the Union through the Manager or Labor-Relations Officer. (Amended 5/1/80)

ARTICLE IX

Effective Date

Section 9.1 The provisions of this Supplementary Agreement will become effective at the beginning of the first full pay period following the date of approval.

SUPPLEMENTARY LABOR - MANAGEMENT

AGREEMENT NO. 2 AMENDMENT NO. 13

EXECUTED:

For the Bureau of
Reclamation:

For the International
Brotherhood of
Electrical Workers:

Chairman,
Negotiating Committee

President
Local No. 2159 IBEW

RECOMMENDED:

Project Power Manager

Regional Personnel & Management
Officer

EXECUTED AND RECOMMENDED:

Regional Director

APPROVED:

10/08/1981
Chief,
Division of Personnel Management
Washington, DC