

BASIC LABOR MANAGEMENT AGREEMENT

between the

BUREAU OF RECLAMATION

PACIFIC NORTHWEST REGION

COLUMBIA-CASCADES AREA OFFICE

UNITED STATES DEPARTMENT OF THE INTERIOR

and the

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL UNION NO. 77

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BASIC AGREEMENT

PREAMBLE

Pursuant to the Federal Service Labor-Management Relations Statute, this Agreement, and such amendments and supplementary Agreements as may be agreed upon hereunder from time to time, will constitute a labor-management Agreement between the United States Department of the Interior, Bureau of Reclamation, Pacific Northwest Region, Columbia-Cascades Area Office, with its headquarters located in Yakima, Washington, hereinafter referred to as the "EMPLOYER," and the International Brotherhood of Electrical Workers, Local Union No. 77, hereinafter referred to as the "UNION." (Revised 2011)

The Bureau of Reclamation recognizes Local 77 as the exclusive representative, under the provisions, of Federal Service Labor-Management Relations Statute, of all non-supervisory hourly employees exempt from the Classification Act of 1949, as amended, who are engaged in the operation and maintenance of irrigation and power facilities of the Columbia-Cascades Area Office, Yakima, Washington. Excluded are general schedule employees, management officials, supervisors and guards as defined in Executive Order 11491. (Revised 2011)

This Agreement, and supplements thereto, shall be applicable to the employees defined in the preceding paragraph.

The parties to this Agreement recognize that they have a mutual and cooperative interest in the effective accomplishment of the assigned responsibilities of the Columbia-Cascades Area Office, Bureau of Reclamation, and their mutual interests will be furthered by the establishment and maintenance of labor-management cooperation pursuant to the Federal Service Labor-Management Relations Statute. We recognize that the participation of employees in the formulation and implementation of policies and procedures which effect them can contribute substantially to the improvement and efficient administration of the public service. (Revised 2011)

ARTICLE I GENERAL PROVISIONS

1.1 Priority of Law and Regulations - In the administration of all matters covered by this Agreement, the Employer, the Union, and employees within the unit are governed by existing or future laws and the regulations or appropriate authorities, including policies set forth in the Federal Personnel Manual; by published Bureau or Reclamation and Department of the Interior policies and regulations in existence at the time the Agreement is approved, or by subsequently published regulations required by law.

1.2 When any law, regulation or policy binding on the Employer which is hereafter enacted or issued is inconsistent with any of the provisions of this Agreement, the Employer shall promptly notify the Union. The Union and the Employer shall then promptly issue a joint statement interpreting the effect of such change upon this Agreement.

1.3 Purpose - This Agreement defines certain roles and responsibilities of the parties hereto; states policies, procedures and methods that govern working relationships between the parties, and identifies subject matter of proper mutual concern to the parties. This Agreement has been entered into primarily for the following reasons:

- A. To promote the highest degree of efficiency and cooperation in the effective accomplishment of the assigned responsibilities of the Columbia-Cascades Area Office.
(Revised 2011)
- B. To provide for systematic employee-management cooperation.
- C. To advance employee participation in the formulation and implementation of policies and procedures.
- D. To facilitate the prompt adjustment of grievances, complaints, and impasses arising from this Agreement.
- E. To provide for fair and reasonable rates of pay, hours and working conditions for the non-supervisory hourly employees of the Office.
- F. To insure the making of appointments and promotions on a merit basis.
- G. To promote continuity of employment and establish satisfactory tenure.
- H. To provide training opportunities designed to aid the employees in more effectively accomplishing their assigned duties and to aid those adversely affected by the impact of realignment of work forces or technological change.

ARTICLE II

EFFECTIVE DATE, TERM, AMENDMENTS

2.1 Basic Agreement – This basic agreement supersedes the Agreement of July 31, 1967, between the parties hereto. This basic Agreement and any amendments thereto shall be signed by the negotiating committees and shall become effective upon approval by the Office of the Secretary of the Interior and by the President, IBEW. It shall remain in effect for a period of four (4) years. The Agreement will automatically be renewed for additional periods of four (4) years, unless either party gives written notice to the other not more than 90, but not less than 60 days prior to the anniversary date of its intentions to reopen and amend or modify this Agreement. Each renewal constitutes an anniversary for the implementation of personnel policies and regulations, the application of which was delayed by Article 1.1 of this basic Agreement. In conjunction with any request for reopening of this Agreement, the requesting party may propose amendments. Any such proposed amendment must be furnished to the other party at the time of the notice. (Revised 2004)

2.2 Supplementary Agreements - Supplementary Agreements to this Basic Agreement shall be signed by the negotiating committees (consisting of not more than four members, including a spokesman for each side) and referred by the Area Manager for approval by the Regional Director. They shall become effective on the first day of the first pay period after approval 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 incorporated in this governing Basic Agreement.

2.3 Termination - Either party may, after giving the other party 60 days written notice, terminate this entire Agreement or any Supplementary Agreement, provided that the Employer may terminate this Basic Agreement only with the approval of the Office of the Secretary of the Interior and the Union may terminate this Basic Agreement only with the approval of the President of the IBEW.

2.4 Unilateral Change Prohibited - It is recognized and agreed that the Employer or the Union will not make unilateral changes in the terms of this Agreement or Supplements thereto pending the settlement of outstanding differences through mutually agreeable procedures. Changes which may be required by paramount statutes, executive orders, or regulations of appropriate authorities shall be promptly brought to the attention of the Union.

ARTICLE III

MANAGEMENT, UNION, EMPLOYEE RIGHTS AND OBLIGATIONS

3.1A Management Rights - The Employer retains the right and the obligation in accordance with applicable laws and regulations, and this Agreement to:

1. Direct employees covered by this Agreement;
2. Hire, promote, transfer, assign, and retain employees and to suspend, demote, or discharge employees or take other disciplinary action against employees for proper cause;
3. Relieve employees from duties because of lack of work or other legitimate reasons;
4. Maintain the efficiency of the operations entrusted to them;
5. Determine methods, means, and personnel by which such operations are to be conducted;
6. Provide reasonable standards and rules for employee safety in accordance with the needs to be met and the hazards that are encountered; and,
7. Take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

3.1B Management Obligations - Management has the responsibility to recognize employee rights through continuing consultation, and to further interpersonal relations and supervisor-employee relations toward the goal of participative management.

3.2 Union Rights

A.1 The Union has the exclusive right to represent all employees in the unit, in consultation and negotiations, regarding rates of pay, terms of employment and working conditions within the limits provided by the Agreement, and the Federal Service Labor-Management Relations Statute. As a condition of this right of exclusive recognition, the Union accepts responsibility for, and agrees to represent in good faith, the interests of all employees in the unit, regardless of race, color, creed, sex, age, national origin, or political affiliation and without regard to membership in the Union.

A.2 In discharging their obligations and responsibilities under this Agreement, the officers and representatives of the Union shall be permitted to meet during working hours to discuss matters pertaining to this Agreement and present grievances with Office officials and supervisors on official time.

B.1 Union Obligations - Efficiency and effectiveness of Office operations are in the public interest and can only succeed with the support of all employees. The Union pledges to cooperate with the Employer in all reasonable effort towards this goal.

B.2 Prohibition Against Strikes - It is recognized and agreed that employees are not free to strike, slowdown, or to interfere in any way with operations entrusted to the Employer.

3.3 Employee Rights

A.1 Employees have the right to organize, join or refrain from joining employee organizations, and to designate representatives to consult and negotiate with management officials, and present individual grievances. In the exercise of this right, employees and employee representatives shall be free from any and all restraint, interference, coercion, discrimination or reprisal.

A.2 No employee, and no one seeking employment shall be required to join or refrain from joining any employee organization as a condition of employment, transfer, promotion, reassignment, or retention.

A.3 Nothing in this agreement shall require an employee to become or to remain a member of the Union, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

3.3B Employee Obligation - It is the responsibility of each employee to make every effort to contribute to a high degree of efficiency and responsibility in the performance of the work and accomplishment of the public purposes of the Columbia-Cascades Area Office. Each employee also has the responsibility to support the Office goals, to offer constructive ideas for innovation and to carry out management and supervisory decisions through loyal and effective performance. (Revised 2011)

ARTICLE IV CONSULTATIONS AND NEGOTIATIONS

4.1 Matters Appropriate for Consultation or Negotiation - It is agreed and understood that matters appropriate for consultation or negotiations between the Employer and the Union are rates of pay, personnel policies, programs, and procedures related to working conditions which are within the discretion of the Employer and are not excluded by the Federal Service Labor Management Relations Statute.

Conditions of employment which are covered specifically by Federal statutes, Executive Orders, or rules and regulations issued pursuant thereto are excluded from negotiations under this agreement.

4.2 Joint Employer-Union Cooperative Committee - The Employer and the Union shall each designate not more than three representatives to serve on a Joint Labor-Management Cooperative Committee. Such committee will meet at least quarterly, unless mutually agreed otherwise, to exchange information and discuss and consider matters of mutual concern in the area of working conditions and efficiency and effectiveness of operations (exclusive of negotiable items or the settlement of grievances or appeals).

4.3 Apprenticeship - An appropriate system of apprenticeship may be established and maintained for training purposes, when the Employer deems it necessary. A Joint Apprenticeship Committee will then be established, consisting of an equal number of representatives of the Employer and the Union. The minimum standards for apprenticeship shall conform to the standards of the Federal Committee on Apprenticeship.

Apprentice rates of pay, ratios of apprentices to journeymen, conditions of employment, training, and other necessary functions in connection therewith, shall be incorporated in Apprenticeship Standards which will become a Supplement to this Agreement.

4.4 Union Steward System

- A. The Union may designate shop stewards from among the members of the bargaining unit at each principal work location. The Union shall keep the Employer advised in writing of current steward designations. The Union and the Employer each agrees to designate one of its officers to act as representative for matters which require handling at the office level.
- B. It shall be the duty of the shop stewards to provide an avenue of communications between the employer and the members of the bargaining unit on matters including, but not limited to, the following: receiving and passing on suggestions, resolving problems which might lead to grievances, and screening out material which should not be processed under the grievance procedure.
- C. Any employee must make arrangements with his supervisor before attending to matters pertaining to labor relations, or grievances, or conferring with a steward or union official, during duty hours.

- D. The steward shall make arrangements with his supervisor before attending to any steward responsibilities during official duty hours.
- E. The Employer agrees that reasonable arrangements will be made so that officers and stewards can properly and expeditiously carry out their duties under this agreement.
- F. Labor/Management issues affecting only the Umatilla Field Office, will be dealt with by the union steward stationed within the Umatilla Field Office. Labor/Management issues affecting only the Yakima Field Office (including the Columbia-Cascades Area Office) will be dealt with by the Union steward(s) stationed at those locations. (Revised 2011)

If the local office steward is unable to deal with any issue occurring within their respective offices that issues will be handled directly by the IBEW Local No. 77 Business Representative assigned to the Columbia-Cascades Area Office bargaining unit. (Revised 2011)

4.5 Negotiations

- A. The Union and the Employer will be represented by a negotiating committee of not more than four members each (including spokesman) appointed by the Union and the Employer, respectively. Official time not exceeding 60 hours per year will be allowed for negotiating committee members for negotiating an agreement, supplement, or amendments.
- B. Once each calendar year, but not more often, except in the situation covered in Paragraph 1.2 the Employer 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 in the case of rates of pay, such notice shall state the nature of the revisions desired. Notices shall be acknowledged within ten days and a date set for holding the conference, which date shall be within sixty days of the date of the notice.
- C. Revisions and rates of pay so negotiated shall be recommended by the Area Manager to the Regional Director for approval and promulgated in the form of supplements to this agreement as set forth in Paragraph 2.2.

4.6 Union Representatives Visits - Any Business Representative should first make his/her presence known to an appropriate Supervisor before visiting employees during duty hours. (Revised 2011)

ARTICLE V NEGOTIATION IMPASSE

5.1 Non-Wage Issues - In the event of a negotiation impasse, the parties will request the assistance of the Federal Mediation and Conciliation Service. If these efforts fail to resolve the impasse, matters other than wages may be referred by either party to the Federal Services Impasses Panel for consideration under its regulations.

5.2 Wage Issues - Unresolved negotiation impasses involving wage rates will be referred to an arbitrator to be selected as provided under article 6.6. The decision of the arbitrator shall be binding on the parties subject to Federal pay regulations and applicable decisions of the Comptroller General. The arbitrator's fee and costs related to any hearing shall be shared equally by the parties.

5.3 Ruling on Negotiability of Proposals - When a dispute occurs over the negotiability of proposal, either party may request a ruling in writing from the Office of The Secretary of the Interior upon the proposal in question. The Union may appeal the ruling of the Secretary or his designate to the Federal Labor Relations Authority if:

- A. It disagrees with a ruling that a proposal would violate: applicable law, regulation of appropriate authority outside the agency, or the Federal Service Labor-Management Relations Statute.
- B. It believes the Department of the Interior regulations, as interpreted by the Secretary, violate applicable law, regulation of appropriate authority outside the Department, or the Federal Service Labor-Management Relations Statute.

ARTICLE VI GRIEVANCE PROCEDURE

6.1A General - The Employer and the Union recognize and endorse the importance of bringing to light and adjusting problems promptly and informally. The negotiated procedure shall apply to any matter relating to his/her employment by any Employee, the Union, or the Area Office concerning the effect of interpretation, or a claim of breach of this collective bargaining agreement, or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment. (Revised 2004)

The following matters (1-9) are specifically excluded from consideration:

- 1) Any claimed violation of subchapter 111 of Chapter 73 of 5 United States code (relating to prohibited political activities);
- 2) Retirement, life insurance, or health insurance;
- 3) A suspension or removal under section 7523 of 5 United States code (Breach of National Security);
- 4) Any examination, certification, or appointment
- 5) The classification of any position which does not result in reduction in grade or pay of an employee;
- 6) Equal Employment Opportunity complaints;
- 7) Termination of a probationary or temporary employee;
- 8) Reduction in Force;
- 9) Matters under the Fair Labor Standard Act

(New 2004)

Nothing in this section shall prevent an Employee from exercising the option of appealing adverse actions to the Merit Systems Protection Board or processing any prohibited personnel practice defined in law through the statutory appeals process, provided that the Employee has not filed a formal grievance on the matter in accordance with this Agreement. (Revised 1998)

6.1B Representation - Any employee filing a grievance or serving as representative of another person on a grievance shall be protected from restraint, interference, coercion, discrimination, or reprisal in presenting the grievance. If any employee covered by this Agreement should choose not to be represented by the Union in presenting a grievance, the Union shall be given an opportunity to be represented at the time of adjustment of the grievance between the Employer and the aggrieved. The adjustment of any grievance shall not be inconsistent with the terms of this Agreement.

6.1C Evidence - The aggrieved and/or their representative has the obligation to produce any and all evidence relevant to the matters at issue prior to proceeding to arbitration.

6.ID Processing - The parties shall review the matter and give it full, impartial consideration and have the obligation of making a complete record during steps of the grievance procedure. Failure of the aggrieved or the Union to prosecute the grievance at any step of the procedure will have the effect of nullifying the grievance. If the employer fails to respond, the Union may appeal to the next step.

6.IE Grievance Time Frames - The parties may mutually agree to extend time frames during any and all steps of the grievance processing.

6.2 Step 1, Informal Presentation - Grievance must be presented within 15 calendar days of the incident giving rise to the grievance. The grievance shall be presented orally to the immediate supervisor before using Article 6.3 of this procedure. Either party may request a meeting of persons involved in the matter to try to resolve the issues informally. Every effort shall be made to settle a grievance promptly at the informal stage.

6.3 Step 2, Formal Presentation - If the grievance is not settled, it should be reduced to writing and sent to the next level of management within 15 calendar days after expiration of the term provided for informal settlement. Copies of the written grievance should be sent simultaneously to the Pacific Northwest Region, Human Resources Office, Labor Relations Office.

The written grievance must contain the following information:

- a. Identity of person(s) originating the grievance.
- b. Specific nature, details, and date of occurrence of the grievance, including the provision(s) of the agreement alleged to have been violated.
- c. Specific corrective action/remedy desired.
- d. Name of the representative, if any.

The grievant will be provided a written response to the grievance within 15 calendar days of receipt of the formal grievance or within 15 days of a meeting held to discuss the grievance.

6.4 Step 3, Final Presentation - Area Manager or Designee

If the grievant is dissatisfied with the Step 2 response, the grievance may be appealed to the Area Manager or designee within 15 calendar days of receipt of the Step 2 response. The grievant will be provided a written response to the grievance within 15 calendar days of the receipt of the Step 2 appeal, or if a meeting is held, within 15 days of a meeting held to discuss the grievance. If the grievant is dissatisfied with the response provided in Step 3, the grievance may be appealed to arbitration within 21 calendar days of receipt of the Step 3 response.

6.5 Binding Arbitration - Matters not settled in the grievance procedure or that are otherwise appealable to arbitration will be arbitrated pursuant to the terms of this article.

- A. Either party may invoke binding arbitration which is the final procedural step. The moving party shall coordinate with the respondent the request to the Federal Mediation and Conciliation Service to furnish a list of five impartial persons qualified to act as arbitrator. Failure on the part of the complainant to comply with the 21 calendar day

limit, shall render the grievance null and void. The parties may mutually agree to extend this period of time.

- B. Each party shall share the expense of preparing and presenting its own case, including travel expenses for any witnesses. The parties shall share equally all costs of the arbitrator and fees related to any hearing, including transcript costs. Employees serving as witnesses shall be in a duty status while serving in that capacity if they would otherwise be in a duty status at that time.

6.6 Selecting an Arbitrator - Within 15 calendar days of receipt of the panel of arbitrators, the parties will meet to select an arbitrator. If unable to agree on this selection, each party shall strike one name from the list of five until one name remains. The remaining name shall be the selected arbitrator. The parties will determine the first strike order by a coin toss.

6.7 Arbitration Hearing - The hearing ordinarily shall be held at or in the vicinity of the Area Office headquarters during normal office hours Monday through Friday. (Revised 2011)

6.8A Arbitrator's Decision - The arbitrator's decision shall be confined to the provisions of this agreement and consistent with published policies of the Department of the Interior and Bureau of Reclamation. The arbitrator may not add to, delete, or change any of these. The arbitrator shall be requested to render his decision within 30 days after the close of the arbitration hearing.

6.8B Award & Appeal - The arbitration award shall be binding on both parties. Either party may file exceptions to the arbitrator's award under regulations prescribed by the Federal Labor Relations Authority.

6.9 Management Grievance - A management originated grievance shall be presented, in writing, to the appropriate Union Steward. If the grievance is unresolved, it shall be appealed to the Local Union Business Representative. If the grievance is unresolved at this level, management becomes the moving party and will follow the contract provisions for proceeding to arbitration. (Revised 2004)

(Entire Grievance process was modified and updated-10/29/96)

ARTICLE VII SERVICES TO THE UNION

7.1 Meeting Space - Upon written request from the Union, the Employer will provide, if possible, suitable meeting space.

7.2 Bulletin Boards and Distribution

- A. The Employer shall reserve adequate space on bulletin boards for the posting of notices and literature of the Union.
- B. Distribution of the Union's literature shall be permitted, providing that arrangements are made with the Area Manager as to the time and method of distribution and content of the literature.
- C. Notices posted by the Union on Employer bulletin boards and literature distributed on Employer property shall identify the organization issuing or sponsoring it, or other source of the material posted. The material must pertain specifically to the business of the Union or be related to the employees' work and employment conditions. Such notice shall not reflect adversely on or attack the programs or mission of the Employer or the integrity or motives of employees.

7.3 Membership Campaigns - If the Union requests use of Office facilities and services to conduct membership campaigns, the Employer and the Union will make suitable arrangements in each case. However, the Union and its members shall not engage in the conduct of its internal union business affairs or solicit membership during duty hours of the employees.

ARTICLE VIII
DISTRIBUTION OF AGREEMENT

The Employer will reproduce and distribute booklet-size copies of this agreement, and any amendments or supplements thereto, in a timely fashion, to all employees in the unit, new employees, to their supervisors, to management officials, and to the Union.

For The Bureau of Reclamation

For IBEW Local No.77:

/s/
Spokesman, Negotiating Committee

/s/
Spokesman, Negotiating Committee

/s/
Negotiating Committee

RECOMMENDED:

EXECUTED AND RECOMMENDED
FOR APPROVAL:

/s/ 6/29/11
Columbia-Cascades Date
Area Manager

/s/ 7/11/2011
Regional Director Date

/s/ 9/8/11
Business Manager Date
IBEW Local 77

APPROVED:
/s/ 8/9/2011
Director, Office of Human Resources, Date
Department of the Interior

/s/ 12/2/11
International Office - IBEW Date

SUPPLEMENTARY LABOR-MANAGEMENT AGREEMENT NO. 1

GENERAL WORKING CONDITIONS

Pursuant to Article 11, Paragraph 2.2 of The Basic Labor-Management Agreement between the Employer and the Union, the following "General Working Conditions" have been agreed to.

ARTICLE I
SAFETY AND HEALTH

1.1 The Employer will comply with applicable laws and regulations relating to the safety of employees and will take such additional steps as may be necessary to make adequate provisions for safe working conditions and minimize any conditions which would adversely affect employee health.

1.2 Employees will comply with the safety rules of the Employer.

1.3 It shall be the responsibility of the supervisor or other individuals in charge of the work to determine the safeness of the work and equipment being used in the work. However, no employee shall be required to work with equipment or in a manner which is in violation of safe practices.

1.4 It shall be the responsibility of the Employer to furnish the necessary tools and equipment to accomplish work in accordance with safe practices and working conditions.

1.5 No employee shall be required to work under a clearance issued to a person who is not actually working at the site or directly supervising the work being done under the clearance. No workman will be required to work under a clearance or on a job or piece of equipment that he considers unsafe and must request any additional protection he deems necessary to make the job safe for the work to proceed. When an electrical clearance is issued or removed, employees who will be working on such cleared equipment will satisfy themselves of the exact clearance coverage or, if questionable, may request supervision on-site to assure safety. Supervisors, journeymen, and others specifically designated to receive and release clearances are listed in the various Project Standing Operating Procedures.

1.6 Rubber protective equipment shall be dielectrically tested in accordance with OSHA regulations. When not being used for hot work, rubber gloves shall be carried in an approved bag provided by the employer. (Revised 2004)

1.7 Inexperienced personnel shall not work in hazardous situations except under the direct supervision of qualified personnel.

1.8

- A. All electrical work shall be performed in accordance with applicable statutes, safety regulations, rules, policies, etc. (New 2004)
- B. Two (2) qualified electrical workers shall be present while working on wires and/or equipment energized at more than 600 volts. In no case shall they work simultaneously on energized wires and/or parts of different polarities. (Revised 2004)
- C. If an employee believes that safe work practices have been materially affected by the nature of the work assignment, the employee shall immediately advise his/her supervisor of the concern and reason. The employee and the supervisor may request guidance from the safety officer. (New 2004)

ARTICLE II
SELECTION, PROMOTION, AND REDUCTION IN FORCE

2.1 All vacancies, promotional opportunities, and employment forecasts shall be circulated and posted on bulletin boards in order that all interested and qualified employees may compete for the openings.

2.2 The Employer will meet with the Union as necessary to discuss providing appropriate arrangements for employees adversely affected by the impact of reduction in force, major realignment of work forces, or technological change. Appropriate arrangements might include such matters as:

1. The time-frame within which a change might be accomplished when circumstances permit phasing into a change.
2. The order of actions to be taken when a number of actions are required over a span of time.
3. Administrative steps or remedies available which might be taken to ease the impact on employees adversely affected by required changes, such as reassignments and transfer to other positions.

ARTICLE III
POSITION DEFINITIONS AND ASSIGNMENTS

3.1 New or revised job definitions will be discussed and rates negotiated with the Union prior to being placed in effect.

3.2 When work is being performed in a particular craft, and assistance is being given by employees of another craft, such employees shall use the tools of the trade only as directed by the employee in charge.

3.3 Non-journeyman employees working as helpers in a particular craft will not be used to replace journeymen, and they shall work under the direct supervision of journeymen or other qualified personnel.

3.4 Management recognizes and accepts the obligation to provide supervision and direction to unit employees as needed to reduce confusion and facilitate work accomplishment.

3.5 The Union recognizes that journeymen employees are expected to perform the work of their trade or craft without the need for continuous on-site supervision and that they may also be called upon to provide leadership and guidance to lower-level employees working with or assisting them.

3.6 Power - When three or more bargaining board employees, at least two of whom are Journeymen, are assigned to work together while the supervisor is absent from the worksite in excess of one full work day, one of the Journeymen will be designated Acting Foreman I and paid a differential of 112% for all hours so designated. (Revised 2004)

When the supervisor is absent and the above conditions are met and work is being performed at the power plants, one Journeyman from either plant can be assigned as Acting Foreman I and will be paid a differential of 112% for all hours so designated. (New 2004)

The Supervisor will determine the appropriate acting designation which will depend on the nature and complexity of the work which is being performed at the time. (New 2004)

3.7 Non-Power - When three or more bargaining board employees, at least two of whom are Craftsmen, are assigned to work together while the Foreman I, Craftsman, and Supervisor are absent from the worksite in excess of one full work day, but less than one week, one of the Craftsmen will be designated Foreman I, Craftsman and paid 107% of the Craftsman wages. For periods which extend for one week or more, the employee so designated will receive 112% of the Craftsman wage. The Supervisor will determine the appropriate designation, dependent on the nature and complexity of the work. (Revised 2004)

3.8 The employees may request that an Acting Foreman be designated for shorter periods when the nature of the work requires closer supervision.

3.9 To be eligible for designation to other classifications, employees must meet the appropriate qualification standards. (Amended 11/1/96)

3.10 The wage differentials payable under the foregoing provisions shall be payable on all non-work days intervening within the period of temporary service.

3.11 All powerplant operating duties shall be performed by personnel who have been properly trained, tested, and certified. If emergency operations are required and an operator is not available, other certified personnel shall be utilized. Certified personnel are listed in the various project Standing Operating Procedures.

**ARTICLE IV
TOURS OF DUTY**

4.1 Tours of duty shall be established in accordance with Reclamation Supplement to the Federal Personnel Manual to meet Employer requirements.

4.2 The five (5) days, Monday through Friday, shall constitute a normal work week. The eight (8) hours from 0730 to 1130 and 1200 to 1600 shall be the work day. The half (1/2) hour from 1130 to 1200 shall be the normal lunch period. Exceptions to these hours may be established to meet the conditions in some particular cases by mutual consent of the parties hereto. A day shall be considered to begin and end at midnight, and the work week will consist of five (5) consecutive work days.

As an exception to the Monday through Friday normal tour of duty as described above, a tour of duty of five (5) consecutive days with two (2) consecutive days off shall be established in the Fish Section for the purposes of meeting the daily cleaning, adjustment, and maintenance of the fish passage and protective facilities during the operation season. Alternate duties may be assigned as necessary to provide sufficient work to fill the entire workday.

It is recognized that employer facilities do not require shift operations; however, in the event that future employer operations require other than emergency coverage during the period of 6:00 p.m. to 6:00 a.m., shift schedules may be established to meet specific conditions of the employer after consultation with the Union Steward.

4.3 Tours of duty shall be posted as far in advance as possible prior to their effective date. Under normal circumstances changes of less than five (5) days notice shall not be made, except by mutual agreement with the employee involved.

4.4 The tours of duty herein established are hereby adopted and will remain in effect until modified or amended to meet changed work requirements.

ARTICLE V
APPRENTICESHIP AND TRAINING

5.1 The employment and supervision of apprentices shall be in accordance with the Apprenticeship Training Plan.

5.2 Time worked in operating equipment or in any trade line shall be credited to the employee toward his obtaining recognition as an operator or journeyman in that craft.

ARTICLE VI OVERTIME

6.1 Employees shall be compensated for all authorized work in excess of the regular tour of duty of forty (40) hours per week, or eight (8) hours per calendar day, at overtime rates.

6.2 There is no authority to give wage employees compensatory time off in lieu of overtime payments. No employee shall be required to work overtime except for urgent and necessary work.

6.3 Tours of duty, once posted, will not be changed for short periods solely for the purpose of avoiding overtime payments.

6.4 The Employer will assign within the classification, as equally as practicable, the amount of overtime offered to available employees in each craft required to perform such overtime.

6.5 Whenever overtime is involved to cover a tour of duty and an employee of the same classification is available, he shall replace an employee of like classification.

6.6 Any employee called back to work after completing a regular shift of work shall be paid not less than two hours at the overtime rate, except when call-out is less than two hours prior to the beginning of the next regularly scheduled shift. Under the latter situation, overtime payment will be limited to the time from reporting to the beginning of the next shift.

ARTICLE VII
FRINGE BENEFITS

7.1 The following fringe benefits will be granted or provided in accordance with the provisions of statutes, civil service regulations, or other authority to all so eligible covered by this agreement.

- A. Annual leave
- B. Sick leave
- C. Leave without pay
- D. Retirement benefits
- E. Compensation for job-related injuries
- F. Unemployment benefits
- G. Social Security
- H. Group Life insurance
- I. Health benefits
- J. Per diem for travel away from headquarters
- K. Statutory premium pay
- L. Other benefits as may be provided by law or regulation from time to time.

Payroll Deductions will be made at the rate prescribed by law or regulation.

ARTICLE VIII
PAYROLL DEDUCTIONS FOR UNION DUES

8.1 All employees in the unit may have payroll deduction of Union dues in accordance with the procedures agreed on between the Employer and the Union.

8.2 Allotments for the payment of dues may be requested of the Employer by employees who are covered by this agreement and who are members in good standing of the Union.

8.3 Employee Union members desiring to participate in this plan must submit for certification through the Union a written request on Standard Form 1187 to the Employer. These forms are to be procured at the expense of the Union.

8.4 The Employer shall make such deductions from an employee's wage only upon receipt in the payroll office of the prescribed form, in duplicate. The original of the authorization shall be retained by the payroll office and a copy shall be transmitted to the Union.

8.5 The Union shall promptly notify the Employer in writing when an employee member ceases to be a member in good standing, so that the allotment for the employee can be terminated effective with the first complete pay period after receipt of this notice. The Employer will notify the Union in writing whenever a revocation of an employee allotment is received.

8.6 The Employer will make payroll deductions on the basis of one twenty-sixth of the annual dues rate per pay period. The Union shall be supplied with a bi-weekly list for which deductions have been made, listing the name of each employee and the amount of each deduction, together with the total amount deducted on behalf of the Union.

8.7 Deductions of membership dues shall be made in a flat sum from each bi-weekly paycheck, provided that there is a balance in the amount due the employee sufficient to cover the deduction after all other deductions authorized by the employee or required by law or regulations have been satisfied.

8.8 Authorizations shall remain in effect until the employee is terminated from the Federal Service, permanently reassigned to a position not covered by this Agreement, ceases to be a Union member in good standing, or until revoked in writing by the employee.

8.9 Employees may revoke their allotment at any time, but the revocation will not be effective until either March 1 or September 1, whichever is appropriate, subsequent to the receipt of such revocation.

8.10 A change in the amount of dues to be deducted may not be made by the Union more frequently than once each twelve months.

ARTICLE IX
GENERAL PROVISIONS

9.1 Each employee shall be designated an assembly point near his duty station room which he shall begin and terminate daily duty. Travel from shop to shop (travel between the place of reporting and the actual place of work) shall be part of the employee's work time, and any transportation necessary after arrival at the place of reporting shall be provided or reimbursed by the Employer.

9.2 Supervisors shall not, on their own initiative, contact individual Union members for the purpose or swaying the outcome of any controversial issue, and shall not discourage, suggest, advise, or in any manner influence any employee or group or employees in the free choice in any action that is the prerogative of the Union, or of the free choice in balloting on any Union issue.

9.3 When an employee is unable to report for work because of illness or other emergencies, he shall notify his supervisor as soon as possible, preferably before normal reporting time.

For The Bureau of Reclamation

For IBEW Local No.77:

/s/
Spokesman, Negotiating Committee

/s/
Spokesman, Negotiating Committee

/s/
Negotiating Committee

RECOMMENDED:

EXECUTED AND RECOMMENDED
FOR APPROVAL:

/s/ 6/29/11
Columbia-Cascades Date
Area Manager

/s/ 7/11/2011
Regional Director Date

/s/ 9/8/11
Business Manager Date
IBEW Local 77

APPROVED:

/s/ 8/9/2011
Director, Office of Human Resources, Date
Department of the Interior