

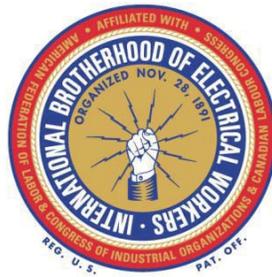


Great Plains Region Montana Area Office

Labor Agreement

Basic
Supplemental #1
Supplemental # 2 (Wages)

2017-2019



International Brotherhood of Electrical Workers

Local Union No. 1759

**GENERAL EMPLOYEE
MANAGEMENT AGREEMENT**

Between the

**BUREAU OF RECLAMATION
GREAT PLAINS REGION**

**UNITED STATES DEPARTMENT
OF THE INTERIOR**

and the

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

LOCAL UNION NO. 1759

(Montana Area Office)

**Original Agreement Effective August 12, 1952
Revised 2015**

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BASIC EMPLOYEE MANAGEMENT AGREEMENT

PREAMBLE

Pursuant to the Labor Relations Policy of the United States Department of the Interior, as originally approved by the Secretary of the Interior, January 16, 1948, subject to all applicable laws and regulations, this Basic Employee Management Agreement, and such Supplementary Employee Management Agreements as may be agreed upon from time to time, together constitute a collective bargaining agreement between the Bureau of Reclamation, United States Department of the Interior, hereinafter called "Reclamation" acting through the Office of the Regional Director, Great Plains Region, hereinafter called the "Office of the Regional Director" and the "Region" respectively, and the International Brotherhood of Electrical Workers Local Union No. 1759, hereinafter called the "Union," which has been recognized as the exclusive representative of employees of the Region within the unit defined in Article III, Section 3.1

As used herein the term "agreement," unless modified, refers to the entire collective bargaining agreement of which this Basic Employee Management Agreement is part.

ARTICLE I

PRINCIPLES, POLICIES, and PURPOSES

Section 1.1 It is recognized that Reclamation is an agency of the sovereign Government of the United States; that it is dedicated to the accomplishment of the public purposes for which it was created by the Act of June 17, 1902, (32 Stat. 388) and acts amendatory thereof or supplementary thereto; and that in the accomplishment of these public purposes and the discharge of those duties and responsibilities, the Regional Director and other employees of the Region must comply with and conform to all applicable Federal laws, executive orders and regulations, including the labor relations policies and regulations prescribed by the Secretary of the Interior, all of which laws, orders, regulations and policies are regarded as paramount.

Section 1.2 Reclamation and the Union further recognize that cooperation by the Office of the Regional Director and officials in administrative charge of field operations and the employees on the basis of mutual understanding, arrived at through the processes of collective bargaining, is a valuable aid to the accomplishment of those public purposes.

Section 1.3 Reclamation and the Union also recognize that they have a common and sympathetic interest in power development and that the promotion of their common interest will be furthered and extended by the establishment and maintenance of labor-management cooperation between the project offices of the Region and its employees.

Section 1.4 Therefore, Reclamation and the Union hereby agree to establish the conference and consultative machinery hereinafter provided for the following purposes:

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

Section 1.5 The public interest in the accomplishment of the purposes set forth herein always being paramount, Reclamation and the Union further agree that, pending the determination or adjustment of any issue arising between them by means of the conference machinery and procedures hereinafter provided, there will be no change in the conditions in any schedules or written understandings applicable to such issue, and there will be no stoppage or interference with the progress of work. Furthermore, it is understood and agreed that the formulation of this agreement does not in any way

imply that the employees covered, acquire any rights collectively to cease work or withdraw from the service or otherwise interfere by concerted action in any way at any time with the accomplishment of the public purposes for which the project employing them has been established.

Section 1.6 The Union agrees for its members, who are employees of the Region, that they will individually and collectively perform loyal and efficient work and service, that they will use their influence and best efforts to protect the property of Reclamation and its service to the public, and that they will cooperate in promoting and advancing the welfare of the Bureau and the protection of its services to the public at all times. Reclamation and the Union agree that they will mutually cooperate with one another in an effort to promote harmony and efficiency among all of the Region's employees.

Section 1.7 In the event that any law, regulation or policy binding on Reclamation is hereafter enacted or issued and is inconsistent with any of the provisions of this agreement, or of any recorded understanding hereunder, the Region shall promptly notify the Union, and the Union and the Region shall promptly issue a joint statement interpreting the effect of such change upon this agreement or recorded understanding. Within 30 calendar days thereafter, if either deems its interests are materially affected, such party may request negotiation of an appropriate modification of the agreement or recorded misunderstanding. **(Amended 2015)**

Section 1.8 Every Supplementary Agreement entered into by the Union and the Region or any determination or other recorded understanding made by any committee or board pursuant to the provisions of this Basic Agreement, or to the provisions of any Supplementary Agreement, shall be deemed to be a supplement hereto and subject to the provisions hereof.

Section 1.9 The construction of power facilities when performed by regular government forces will be performed under the terms of this agreement. It is recognized, however, that large construction projects shall be considered separately and it is not the intent of either the Region or the Union to use this agreement in such matters.

ARTICLE II

EFFECTIVE DATE AND RENEWAL

Section 2.1 All provisions requiring approval of the Office of the Secretary of the Interior (or designee) pursuant to the Reclamation Instructions are included in this Basic Agreement. This Basic Agreement shall become effective upon approval of the Office of the Secretary of the Interior (or designee) and the President of the International Brotherhood of Electrical Workers. Thereafter, this Basic Employee Management Agreement shall remain in effect until modified or revoked, provided that either party hereto may request modification thereof, at the same time and in the same circumstances, that it may request modification of any other portions of the agreement. Such modification shall become effective only after approval by the Office of the Secretary of the Interior (or designee), and the President of the International Brotherhood of Electrical Workers. This Basic Employee Management Agreement revises the Basic Employee Management Agreement approved with Local 1959 on June 29, 1965, as amended, and the General Agreement with Local 1959 approved July 25, 1960, which superseded the General Agreement between Locals 1761 and 1959 and the

Bureau of Reclamation (Region 6) approved August 12, 1952, and revised March 29, 1954 and October 30, 1956. **(Amended 2015)**

Section 2.2 **Unless otherwise specified therein, the provisions of Supplementary Agreements to this Basic Employee Management Agreement shall become effective on the first day of the first pay period commencing after approval of the Agreement, unless an impasse is reached. In this event, the arbitrator has authority to set the effective date of wage changes to a date no earlier than the date of impasse. Such provisions shall automatically be renewed from year to year unless once each year, but not more often except in the situation covered in Section 1.7, the Region or the Union notifies the other in writing that a meeting is desired on or about August 1 to consider the need for revising any or all provisions, rates of pay, or working conditions. Such notice shall state the date of the proposed meeting and shall be given not less than 60 calendar days before that date. Such notice shall be acknowledged within 10 calendar days or a new date established for holding the meeting. If no acknowledgment is received or no revised date is negotiated, the date of the meeting will be the date set in the first notice. Specific proposals will be exchanged 14 calendar days prior to the meeting date. ****(Amended 4/14/95) (Amended 2015)**

Section 2.3 Either party may, after giving the other party 60 calendar days' written notice, terminate this entire agreement or any supplementary agreement after failure to reach agreement or modification at any conference held as provided in Paragraph 2.1 or 2.2; provided that the Office of the Regional Director may terminate this Basic Employee Management Agreement only with the approval of the Office of the Secretary of the Interior (or designee). **(Amended 2015)**

ARTICLE III

APPLICATION

Section 3.1 ***This agreement is applicable to all hourly Power Operation and Maintenance employees of the Region's Canyon Ferry and Yellowtail offices, not subject to the Classification Act of 1949, as amended, a majority of whom have designated as their representative the Union signatory to this agreement. This agreement does not cover any Foreman at the II level or above, nor shall it be applicable to any other employee. *****(Amended 12/7/95) (Amended 2015)**

Section 3.2 It is the objective of Reclamation to provide, subject to statutory and budgetary limitations and the Region's labor requirements, permanent and as nearly continuous employment as possible for the hourly employees who are a part of the basic utility organization. The hourly rates of pay for regular employees and temporary employees are negotiated under the terms of this agreement.

ARTICLE IV
NEGOTIATIONS

Section 4.1 * Rates of pay and working conditions affecting the employees covered by this agreement shall be determined through the process of collective bargaining between the Union and the Region. For this purpose the Union and the Region may be represented by negotiating committees of four members each, including chairmen to be appointed for their respective committees by the Union and the Region. In addition to the negotiating committees, other representatives of the Union and other representatives of Reclamation may be permitted to attend the negotiations. ***(Amended 9/20/90)**

Section 4.2 When rates of pay are to be negotiated, a representative of the Union and the Regional Personnel Officer assisted by additional staff as required, shall act as a joint fact-finding committee. The committee will obtain relevant facts bearing on the determinations of the rates of pay, such as job classifications, conditions of employment and similarity of employments for operation and maintenance work of a similar nature performed under similar circumstances prevailing in the geographic area in which the Region operates. Due consideration shall be given by the Region and the Union in their negotiations to any facts so established.

Section 4.3 Wage rates for additional classifications which may be established between regular wage conferences will be negotiated by a Union representative and a Region representative. Rates of pay and working conditions negotiated under this agreement shall be subject to approval by the Office of the Regional Director, appropriate concurrence, and, when approved, shall be promulgated in the form of supplements to this agreement. **(Amended 2015)**

Section 4.4 Working conditions negotiated under this agreement shall take effect following approval by the Office of the Secretary of the Interior (or designee). Rates of pay negotiated under this agreement shall take effect beginning with the first full two week pay period following October 1 of each year, once approved by the Office of the Regional Director, except that wage rates for additional classification which are established between wage conference may be made effective upon approval. **(Amended 2015)**

Section 4.5 Every effort will be made by the Region and the Union to agree upon rates of pay and working conditions. If, however, they are unable to do so in whole or in part, the parties shall proceed in the manner provided in Article V.

ARTICLE V
MEDIATION AND ARBITRATION

Section 5.1 When agreement is not reached in direct negotiation upon rates of pay or working conditions affecting employees covered by this agreement, either party may request the services of a Federal mediator by contacting the area representative of the Federal Mediation and Conciliation Service who shall appoint a mediator to meet with the parties at the earliest opportunity. The parties

shall fully cooperate with the mediator and make every effort to reach a mediated agreement.

Section 5.2 If efforts to reach a mediated agreement are not successful, the parties shall immediately make written notification to the Federal Mediation and Conciliation Service which will be requested to furnish a panel of seven (7) arbitrators from which the parties will attempt to select one arbitrator to decide the issue.

Section 5.3 An arbitrator shall be selected by a negative selection process by which each party will alternately strike one name from the list furnished until only one name remains. Initiator of arbitration has right to strike first or defer. Selection from the list shall be made within 15 calendar days of receipt from the Federal Mediation and Conciliation Service or the list shall be returned with no selection and a new panel requested. **(Amended 2015)**

Section 5.4 Within 15 calendar days of the date of selection of the arbitrator the parties shall submit to the arbitrator a joint statement as to the specific issue or issues to be arbitrated. This statement shall be framed in very specific terms and shall exclude from arbitration all issues not specifically defined.

If the parties cannot agree to joint language, then each party will independently submit to the arbitrator a specific statement of the issue or issues to be arbitrated. Upon receipt of the independent statements, the arbitrator will frame the issue to be arbitrated.

Section 5.5 The decision of the arbitrator shall be final and binding on both parties.

Section 5.6 The expenses of the arbitrator shall be borne equally by the Union and the Region.

ARTICLE VI

LABOR-MANAGEMENT COOPERATION

Section 6.1 The Union agrees for its members who are employees of the Region that they have an interest in improvement involving matters set forth in Section 6.2 below, and the Region recognizes that major contributions to improvement of these matters can be made by Region employees. Consequently, in order to achieve the fullest possible benefit from the contributions of its employees, there may be established as required Joint Cooperative Labor-Management Committees to consist of an equal number of representatives chosen by the Union from represented employees and by the Region from its staff.

Section 6.2 These committees, which shall have power of self organization, and shall record all proceedings, shall give consideration to such matters as elimination of waste in construction and production, 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 grievances and misunderstandings, the encouragement of courtesy in the relations of employees with the public, the safeguarding of health, the prevention of hazards to life and property, the betterment of employment conditions, and the strengthening of the morale of the service; but

shall not consider or act upon grievances, disputes or matters relating to the terms of this agreement or to rates of pay.

Section 6.3 An appropriate system of apprenticeship shall be established and maintained for employees of the Region. A Joint Apprenticeship Committee will be established to administer the apprentice program, consisting of an equal number of representatives of the Region and the Union. The minimum standards for apprenticeship shall conform to the standards of the Federal Committee on Apprenticeship.

ARTICLE VII

ADJUSTMENT OF GRIEVANCES AND DISPUTES

Section 7.1 The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances. The negotiated procedure shall be the exclusive procedure for employees in the unit for resolving such grievances covered by this Agreement.

Section 7.2 Definition: Grievance means any complaint by an employee concerning any matter relating to his/her employment but the complaint cannot be a grievance if the remedy is outside the jurisdiction of local management and not applicable to the collective bargaining agreement. The Union or the Region can file grievances concerning the effect of the collective bargaining agreement.

Exclusions - This grievance procedure does not apply to:

- (1) Matters relating to political activities prohibited under 5 U.S.C. 7321.
- (2) Matters relating to retirement, life insurance, or health insurance.
- (3) A suspension or removal for national security reasons.
- (4) An examination, certification or appointment.
- (5) Termination of probationary or temporary employees.
- (6) Non-election for promotion from a group of properly ranked and certified candidates.
- (7) An action terminating a temporary promotion.
- (8) Non-adoption of suggestion; disapprovals of quality step salary increases; performance awards or other kinds of discretionary or honorary awards.
- (9) Periodic discussions of performance between the supervisor and employee during the appraisal period.

- (10) Content of written policies and regulations of OPM, DOI, and a Bureau.
- (11) Any issue concerning Government provided housing.
- (12) The content or appropriateness of performance standards or elements.
- (13) Equal employment opportunity complaints.

Section 7.3 For those matters that are grievable, this procedure shall be the exclusive procedure for the Parties and employees. Nothing in this agreement shall prevent the Union or employees from exercising the option of appealing adverse actions to the MSPB or processing any prohibited personnel practice defined in law through the statutory appeal process, or file charges outlined in 5 U.S.C. 7116, provided that the Union or employee has not filed a grievance in writing on the matter in accordance with this Agreement.

Section 7.4 The parties agree to withdraw a grievance (1) at the employee's or Union's request; (2) upon termination of the employee's employment or Union's recognition; (3) upon death of the employee unless the grievance involves a question of pay, records, leave, or retirement; (4) if a time frame requirement is missed by the grievant. Once a specific grievance is withdrawn, it shall not be re-instituted.

Section 7.5 Procedure - the following is established for the resolution of grievances.

Step 1 - The grievance shall first be presented in writing by the grievant with the immediate supervisor. The Step 1 grievance must be initiated within twenty (20) calendar days of the incident or knowledge of the incident or it cannot be processed. A grievance must contain:

- employee's name;
- date of alleged incident;
- description of the facts of the grievance;
- provision of the Agreement, law, or regulation allegedly violated and how;
- relief sought by the grievant;
- employee's signature/Union representative and date; and
- any informal attempts made by the Employer to resolve the matter.

If the remedy sought is outside the authority of local management, the grievant will be so notified. A written decision will be given to the grievant within twenty (20) calendar days after the presentation of the grievance. Included with such decision shall be a statement that if the grievant is dissatisfied with the decision at Step 1 that the grievance may be submitted to Step 2. Name or title, address, and telephone number of the official to whom the grievance must be submitted will be included.

Step 2 - If the grievant is dissatisfied with the decision given in Step 1, the decision may be appealed in writing to the Area Manager within ten (10) calendar days of receipt of the decision at Step 1. The Area Manager shall within twenty (20) calendar days render a written decision.

Step 3 - If the grievant is dissatisfied with the decision given in Step 2, the decision may be appealed to the Office of the Regional Director within ten (10) calendar days of the decision at Step 2. A written decision shall be rendered by the Office of the Regional Director within thirty (30) calendar days of the receipt of the appeal. If the grievant is dissatisfied with the decision of the Office of the Regional Director, the Union may invoke arbitration within thirty (30) calendar days of receipt of the written decision from the Office of the Regional Director. Only the Union, and not individual grievant, may invoke arbitration. Arbitration decisions shall be accepted as final and binding and acted upon by appropriate officials unless an exception is filed as provided by statute.

Section 7.6 Management Procedure - The Region may file a grievance over alleged violations of provisions of this Agreement. Grievances initiated by the Region may be filed within twenty (20) calendar days of the incident or the date the Region could be expected to be aware of the matter. The Region shall bring the matter to the attention of the Union Local Business Manager in writing who shall render a written decision within twenty (20) calendar days.

Section 7.7 The Union has the exclusive right to represent employees in presenting grievances under this procedure. However, the Union may have the opportunity to be present at the final resolution of a grievance that has been advanced without a representative. The Union will take affirmative steps to resolve grievances at the lowest possible level and ascertain the validity of complaints prior to assisting employees to initiate grievances. The Union will discourage processing of grievances by employees or the Union without merit.

ARTICLE VIII

UNION MEMBERSHIP

Section 8.1 No employee, and no one seeking employment, shall be required as a condition of employment, transfer, promotion, reassignment, or retention, to join or refrain from joining any labor organization. However, employees have the right to organize or join or refrain from joining labor organizations, and to designate representatives for the purpose of consulting and negotiating with management officials and processing individual grievances. In the exercise of this right, employees and employees' representatives shall be free from any and all restraint, interference, coercion, discrimination or reprisal.

ARTICLE IX

BULLETIN BOARDS

Section 9.1 Space on bulletin boards shall be made available to the Union for posting of official Union bulletins. The use of such space shall be subject to Departmental policy as prescribed in the Reclamation Instructions.

ARTICLE X

UNION REPRESENTATIVES AND SHOP STEWARDS

Section 10.1 Shop stewards or other representatives shall be designated by the employees through the Union and the Union shall supply the Region and Area Office with their names which shall be posted on appropriate bulletin boards.

Section 10.2 The Region agrees that to enable the Union to meet and discharge its obligations and responsibilities under this agreement the authorized representative shall be permitted to visit the projects of the Region during working hours, provided that in restricted areas, the representative shall be accompanied by a Reclamation official.

Section 10.3 The authorized Union representative shall confine activities during such hours to matters relating to this agreement, and will first make their presence known to the official in charge of the project.

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 Region 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.

ARTICLE XI

EMPLOYMENT WITH UNION

Section 11.1 Any employee elected or appointed to office in the Union which requires a part or all of their time, shall be given leave, or leave without pay upon application, providing that conditions are such that the Region will be able to release them. An employee shall not lose their seniority established at the time of the leave of absence and shall accrue seniority subject to applicable Office of Personnel Management Regulations.

ARTICLE XII

DISTRIBUTION OF AGREEMENT

Section 12.1 A copy of this Basic Agreement and all Supplementary Agreements shall be given to each hourly Power O&M employee of the Region, and a copy of this Basic Agreement and all Supplementary Agreements shall be maintained at each place at which hourly Power O&M employees report for work. Copies in numbers indicated will also be distributed in accordance with the procedural requirements set forth in Reclamation Instructions.

IN WITNESS WHEREOF the parties hereto have entered into this Basic Agreement
this 24th day of February, 1965.

FOR THE REGION

FOR THE UNION

SEPTEMBER 25, 2015

Date

10/16/15

Date

**SUPPLEMENTARY EMPLOYEE-MANAGEMENT
AGREEMENT NO. 1**

Between the

**BUREAU OF RECLAMATION
GREAT PLAINS REGION
UNITED STATES
DEPARTMENT OF THE INTERIOR**

And the

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL UNION
NO. 1759**

(Montana Area Office)

As Revised and Effective October 03, 2002
Incorporates: Amendment No. 1-4 dtd 10/02
Revised 2015

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Agreement No. 1
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GENERAL WORKING CONDITIONS
Supplementary Employee-Management Agreement No. 1

Pursuant to Article IV of the Basic Employee-Management Agreement, the joint negotiating committees met and made the following determinations of the working rules and conditions to be applied to employees covered by the agreement.

(1) SAFETY AND HEALTH

1.1 The Region will endeavor to 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.

1.2 Employees shall comply with the safety rules as outlined in the Reclamation Safety and Health Standards (RSHS) and local rules prescribed by the Region and Area Offices.

1.3 Field Office Safety Committees shall consist of representatives of both the Union and Management and shall work and consult with the Area Office Safety Committee on matters pertaining to safety of power O&M activities.

1-2. GENERAL EMPLOYEE BENEFITS

2.1 Employees covered by this agreement shall be entitled to all applicable privileges and benefits accruing to Civil Service employees generally. Information on these benefit programs shall be available to individual employees upon request to the Servicing Personnel Office.

1-3. PER DIEM

3.1 Employees under this agreement shall be entitled to a per diem allowance for travel expenses in accordance with applicable Federal laws and regulations.

1-4. PHYSICAL EXAMINATION

4.1 Physical examinations for employees and prospective employees which are required shall be arranged in accordance with applicable rules and regulations.

4.2 The Region will designate physicians who will make such physical examinations as authorized.

1-5. SELECTION OF EMPLOYEES

5.1 The Region will select all new employees in accordance with the provisions of the Civil Service Reform Act and the regulations of the Office of Personnel Management and Reclamation. **(Amended 2015)**

5.2 Selections 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, and the rights of veterans will be

safeguarded.

5.3 The Union will assist the Region by directing qualified eligibles to the sources through which employees are obtained.

5.4 All promotions will be made in accordance with Civil Service Regulations, Bureau of Reclamation and Department of the Interior Merit Promotion Plans and all other applicable rules. Copies are available upon request. **(Amended 2015)**

1-6. SUSPENSION AND DISCHARGE

6.1 A supervisor may relieve or remove any employee from a work status when, in the supervisor's opinion, such action is in the best interest of the Region. In such instances all facts and circumstances shall be promptly reported 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.

6.2 All suspensions or discharges of employees will be made in accordance with applicable rules and regulations. **(Amended 2015)**

1.7. REDUCTION IN FORCE

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

7.2 All reductions in force will be made in accordance with the rules and regulations of the Office of Personnel Management which includes but is not limited to such considerations as tenure of employment, 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 effected or by a representative of the Union at the employee's request.

1-8. DUAL CLASSIFICATION APPOINTMENT

8.1 The Region may give an employee a dual classification appointment for the purpose of performing not more than two distinct types of work within the same craft.

8.2 The minimum period of assignment of an employee to a secondary classification shall be four hours in any one day to entitle employee to compensation at the secondary rate of pay for the hours actually worked in that classification. In order for an employee to be paid at a higher classified position, the employee must be determined qualified through the established upcoding process.

8.3 The hourly rate of the first classification in a given combination shall be considered the base rate of pay.

8.4 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. Where assigned to work, however, in a secondary classification for a definite period of time, compensation for any leave of one day or less, holidays, etc., during that period shall be at the secondary rate of pay (19 CG 1015). Employees shall be returned to their primary classification and base rate of pay for vacation and other extended periods of leave.

8.5 In order for employees to be given a dual classification appointments, they must possess the minimum

qualifications for the higher rating.

1-9. PAY DAYS

9.1 The Region will designate the regular payday. Each pay check shall cover the hours spent in a pay status during a period of two calendar weeks.

1-10. HOURS OF WORK

10.1 The regular hours of employment of all employees covered by this agreement shall be bulletined by kinds of employment or by services at each place of employment. Such bulletins shall indicate how these hours may be worked in any 24-hour period. A minimum of 24 hours notice in advance shall be given employees of any change in bulletined working hours except when a change is made necessary to cover a vacancy created by emergency. The Region will, having due regard to the necessities of continuous and uninterrupted services and economy of operation, make every effort to keep emergency or call work, overtime work and irregular shifts at an absolute minimum.

10.2 Change in schedules will not normally be made for a period of less than one week except in the case of employees on a regularly scheduled rotating shift. The work week for day and scheduled workers may be adjusted for the performance of necessary night or Saturday and Sunday work and can be extended for one or more weeks to avoid overtime. (FLRA Case No. DE-CA-20112, dtd 7/29/92)

10.3 When it is necessary to replace an employee during short periods of absence or to augment a crew during emergencies, employees of a different classification shall not be assigned if there is available on the rolls an employee of the same classification normally considered applicable to the work. This requirement shall not apply when the assignment of an employee of a different classification will avoid the necessity of extensive overtime. The term "extensive overtime" as used in this section shall include all overtime in excess of sixteen (16) hours per week per employee. The Region will, having due regard to the necessity for continuous and uninterrupted services and economics of operations, make every effort to keep emergency or call back overtime work and irregular shifts at an absolute minimum.

10.4 Whenever necessary to meet emergencies as may arise, the Region may call upon employees to perform work during hours or on days other than beyond those falling within the regularly scheduled tour of duty of such employees.

10.5 There are 4 types of nonsupervisory workers covered by this Section. They are defined by the characteristics and conditions of their assigned tours of duty.

(a) Shift workers. A shift worker is an employee who works a rotating shift. The basic workweek of the shift worker shall be mutually established and agreed upon by Management and Union. The shift shall not be more than 12 hours a shift, and there shall be an average of 40 hours per week in a fixed time (rotation) period. Shift workers shall be permitted to eat meals while on duty.

(b) Day Workers. A day worker is an employee who is not a shift worker and who is normally required to work no more than 10 hours per day starting no earlier than 6 a.m. nor later than 9 a.m. with a lunch period on the employee's time not to exceed 1 hour. The workweek will be mutually established and agreed upon by Management and the Union. The normal workweek shall consist of consecutive workdays aggregating 80 hours per 2-week pay period and shall be scheduled Monday through Friday.

(c) Scheduled workers. A scheduled worker is an employee whose starting time may be other than between 6 a.m. and 9 a.m. and/or whose workdays may be other than Monday through Friday. The basic workday shall consist of up to 10 consecutive hours, exclusive of a lunch period of not more than 1 hour at a point midway through the workday, mutually established and agreed upon by Management and the Union. The basic workweek shall consist of up to any 5 consecutive basic workdays per week aggregating 80 hours per 2-week pay period.

(d) Relief workers. The duties of a relief worker are those of the position for which the worker is providing relief (i.e. shift worker, day worker, or scheduled worker). The relief worker's basic workday shall conform to the basic workday of the position for which the worker is substituting or to another shift assigned by management if more appropriate.

10.6 *Deleted 9/00 (Amendment No. 1-3)*

10.7 Shift workers of the same classification may, by agreement between themselves, and with the approval of their supervisor, exchange regular shifts. The exchange must take place within the employee's normal work week and must not result in any employee working more than 12 hours per shift with an average of 40 hours per week.

10.8 Each employee shall be designated an assembly point or points near their duty station, from which they 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 a part of the employee's work time and any transportation necessary after arriving at the place of reporting shall be provided by the Region.

10.9 Employees will, insofar as practicable, be given 24 hours advance notice that travel away from their duty station will be required.

10.10 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 meeting, the time spent shall be considered as time worked.

10.11 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. Instead they will be held at headquarters pending trouble calls or employed in miscellaneous work or given safety and/or first aid instruction. **(Amended 2015)**

10.12 A regular employee who has worked 16 hours or more in a 24-hour period shall, upon release, be entitled to a ***10-hour*** rest period, without loss of regular pay.

1-11. HOLIDAY PAY

11.1 Employees shall receive the same pay for no work on holidays as for days on which an ordinary day's work is performed, provided they are in pay status the workday before and the workday after the holidays.

11.2 Rates of pay for actual work on a holiday shall be negotiated on the basis of the practice followed by the majority of the companies whose wage rates are considered in the establishment of wage rates under this agreement.

1-12. OVERTIME

12.1 Employees shall be compensated for all work in excess of the regular tour of duty (as specified in Sections 1-10 and 1-15) in accordance with the overtime practice followed by the majority of the companies whose wage rates are considered in the establishment of wage rates under this agreement, but in no case shall any rate of overtime pay be less than one and one-half times the basic rate of pay. Definite overtime rates will be determined and shall be incorporated in the Supplementary Employee-Management Agreement providing the wage schedule. Holiday overtime rates shall also be provided in the schedule. No employee shall be required to take time off in lieu of overtime worked or to be worked.

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

12.3 Call Out Overtime: When employees are required to report for work on a day when no work was scheduled for them, or when required to report for work before their regular tour of duty or after having been relieved from duty, such work shall for pay purposes be considered to be at least 2 hours in duration. In addition to the 2-hour minimum, travel time for up to 45 minutes to and 45 minutes from the normal designated assembly point will be paid at the overtime rate for actual time traveled. The provisions of this section shall not apply to work prior to or immediately following regular tours of duty when the work continues into or follows the regular day's work. However, employees will be paid for any travel time entitlement for their travel to the work site as a result of a call out occurring prior to their normal shift. **(Amended 2015)**

12.4 Scheduled Overtime: Scheduled overtime is defined as overtime to be worked by specified employee(s), pre-scheduled with a minimum of 24 hours advance notice. When such overtime does not immediately precede or immediately follow an employee's normal tour of duty, the paid work time will include actual travel time not to exceed 45 minutes to and 45 minutes from the normal designated assembly point.

1-13. GENERAL WORKING RULES

13.1 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 amendment to the working rules shall be incorporated into this agreement.

13.2 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.

13.3 The following working rules shall apply:

- (a) All work on service wires and conduits shall be done by Electricians, or by Apprentices in the appropriate step of their apprenticeship.
- (b) There shall be qualified personnel to drive and/or operate equipment doing maintenance work when equipped with a winch, bucket, and/or A-frame.
- (c) 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.

(d) When personnel are working on "hot line" work the foreman will remain on the ground at all times and constantly observe the work performed.

(e) All installation, repair or removal of electrical and mechanical equipment in any powerplant, substation, switchyard, dam or outlet works shall be done by qualified personnel.

(f) Employees utilized as assistants or helpers will, in no event, be used to replace journey workers in the performance of skilled craft work, and shall work under the supervision of qualified personnel.

(g) Except as provided below, employees classified as Apprentices or Junior Powerplant Operators shall not be used to replace a journey worker and shall work under the supervision of qualified personnel who shall be readily available.

(h) In the event a vacancy occurs in a journey level position and a qualified apprentice or junior powerplant operator is in the final step of their training program, that individual may be assigned the duties and responsibilities of the journey worker any time during the last 6 months provided that no such assignment will be made unless a vacancy is available at the journey level which will allow promotion of an apprentice or junior powerplant operator to full journey level status upon completion of the training program. This provision is intended to avoid the necessity of retaining the employee in the last step for an indefinite time period until such time as a vacancy occurs.

(i) When transferred to a new assignment, an employee shall be given such orientation as necessary to assure competence in his duties.

13.4 Reclamation shall furnish protective equipment necessary for the safe accomplishment of all work. Testing, inspection and certification of necessary protective equipment shall be performed in accordance with all applicable standards. **(Amended 2015)**

13.5 In the interest of safety, the Region will furnish all tools required by the various employees in the performance of their work.

13.6 Operators shall log any information concerning electrical and mechanical changes or plant work or other unusual conditions within the plant. Also, the operator shall be kept advised of the area in which other plant personnel on shift are working.

13.7 All operating personnel, while assigned to maintenance work, may assist in the installation, repair, or removal of electrical or mechanical equipment directly connected with the operation of a powerplant, substation, switchyard, dam, or appurtenant works, under supervision of qualified personnel.

13.8 No work on de-energized high voltage circuits or equipment shall be done until proper clearances are obtained and the equipment properly grounded.

13.9 Acting Foreman I: When a maintenance craft employee is assigned additional work leadership responsibilities as described in the job definition for Foreman I, BL-*****, on a temporary basis, the employee shall be upcoded (qualified through the established upcoding process) to Acting Foreman I and paid in accordance with the applicable provisions in Supplementary Labor Agreement No. 2. **When assigned to work as Foreman I for a definite period of time, compensation for any leave of one day or less, holidays, etc.*

*during that period shall be at the Acting Foreman rate. Employees shall be returned to their base rate of pay for vacation and other extended periods of leave.**

1-14. VOLUNTARY ALLOTMENTS FOR PAYMENT OF UNION DUES

14.1 In accordance with Public Law 95-454, applicable Office of Personnel Management regulations and policies of the Department of the Interior, the Region agrees to withhold Union membership dues of employees represented by the Union and who voluntarily make such allotment of their pay for this purpose.

14.2 The Union accepts responsibility of informing and educating its membership concerning the program for allotment or revocation of Union dues and the uses and availability of forms prescribed for these purposes.

14.3 Withholdings shall include the regular amounts required to maintain the employee as a member in good standing, but shall not include initiation fees, special assessments, back dues, fines, or similar items.

14.4 Allotments for Union dues must be authorized on Standard Form No. 1187 which shall be purchased by the Union for its members. Members wishing to participate in the dues withholding program may authorize a pay allotment to cover union dues by submitting a signed SF-1187 to the designated union official for the Union who will certify that the employee is a member in good standing in the Union. Such authorization will be submitted in duplicate to the servicing Personnel Office for the Region. The servicing Personnel Office will acknowledge receipt and transmit the authorization to the payroll office. The Region agrees to deduct Union dues from an employee's wages upon receipt by the payroll office of the employee's authorization. The original authorization will be retained by the payroll office, and the duplicate returned to the Union indicating the date the deductions will become effective. The total amount of these deductions will be remitted to Local 1759, after each biweekly pay period, accompanied by a listing of employees' names and amount withheld.

14.5 Union dues will not be withheld when an employee's net salary for the pay period involved is insufficient to cover the dues after other legal and required deductions have been made. No collection of back dues will be made by the Employer.

14.6 The amount of dues withheld shall remain unchanged until the Union certifies to the Region that the amount of dues has changed. Such changes shall not be made more frequently than once each twelve months. The Union is responsible for furnishing to the Region the specific biweekly amount to be deducted from the employee's pay and indicating the specific figure on the authorization. Neither the Region nor the payroll office is responsible for verifying deductions or making any computations to determine the appropriate amount to be deducted.

14.7 Authorizations will remain in effect until the employee is terminated from the Federal Service, reassigned to a position not covered by the Union agreement, or ceases to be a Union member in good standing. Written revocation in the form of a signed SF-1188, or other written notification of revocation which must be signed and dated by the employee to be acceptable, must be submitted by an employee by June 1 of any calendar year. The authorization will be discontinued at the beginning of the first pay period after June 1 so long as such revocation is received by the servicing Personnel Office no later than the close of business on June 1. New members are required to maintain membership for a minimum of one year. Revocation submitted on SF-1199 at any time during the first year will be effective the first full pay period after the anniversary date of

the employee's dues authorization. Reclamation agrees to promptly notify the Union of any revocation of an allotment by an employee. The Union agrees to promptly notify the Region when an employee ceases to be a member in good standing. **(Amended 2015)**

14.8 Dues erroneously withheld and transmitted to the Union from the pay of nonmembers, former members, or members who cease to be a part of the bargaining unit will be offset against subsequent remittances due the Union, unless the Union agrees to pay the amount in full.

1-15. ALTERNATIVE WORK SCHEDULES

15.1 The Region and the Union both support the use of alternative work schedules as human resource initiatives designed to benefit the employee in consideration of management, organizational, and operational requirements. It is essential that any alternative work schedules adopted do not interfere with work operations and that adequate work coverage be provided at appropriate times. The types of alternative work schedules covered by this section are limited to compressed work schedules.

15.2 Definition: A compressed work schedule is a fixed work schedule consisting of 40 hours of work in a week or 80 hours in a biweekly pay period with fewer than 5 or 10 workdays respectively and 2 consecutive days off per week.

15.3 Compressed work schedules may be established for any bargaining unit entities subject to the following provisions:

(a) Mutual agreement is reached among affected employee(s), appropriate management officials, and the Union.

(b) The compressed work schedule must not cause any adverse impact upon employee safety. (c)

Provisions of Supplementary Employee-Management Agreement No. 1 and Supplementary Labor Agreement No. 2 that pertain to hours of work, premium pay, and penalty pay situations will be considered modified to conform to the specific compressed work schedule.

(d) A minimum of 30 minutes will be allocated for required meal breaks.

(e) Changes in schedule for 2 weeks or more will be made for purposes of emergency or public exigency. The Union and Management will agree to make schedule changes of more than 2 weeks to meet management, organizational, and operational requirements.

(f) If an employee is assigned to attend training, the work schedule will be adjusted if possible to avoid overtime payment for training. The scheduled hours of work while in training will not be more than 40 hours per week.

15.4 Any "trigger" times (such as for penalty pay) shall be delayed by the amount of hours appropriate for particular compressed work schedule being worked, with the following exceptions: Sections 10.1, 10.3, 10.9, and 10.12.

15.5 Leave: time off during an employee's basic work week must be charged to the appropriate leave

category. Employees assigned to the alternative work schedule will be charged leave for all regularly scheduled, non-overtime hours not worked.

15.6 Holiday pay will be paid for all regularly scheduled, non-overtime hours not worked for a day so designated in accordance with the provisions in Section 1-11 of this Supplement. When an employee's work schedule provides for 3 consecutive non-workdays, "in lieu of" holidays will be designated as follows:

- (a) When the holiday falls on the employee's first or second non-workday, the preceding workday shall be designated as the "in lieu of" holiday.
- (b) When the holiday falls on the third non-workday, the next workday shall be designated as the "in lieu of" holiday.

15.7 The alternative work schedule shall be reviewed on a regular basis and be subject to renewal annually. Both the Region and the Union reserve the right to return to the 5 day, 8 hour work week at any time should, in the opinion of either the Region or the Union, the alternative work schedule, adversely affects Reclamation operations or the employees. This includes, but is not limited to, the level of productivity, absenteeism, tardiness, safety performance, and employee attitude.

Except as specified in Section 15.3, the Region or Union must provide a 60-day notice in writing if a request is submitted to return all employees to a 5 days per week, 8-hours per day work schedule. This return will be accomplished by the Region as soon as practicable. **(Amended 2015)**

** AMENDMENT NO. 1-4, dtd 10/03/02*

FOR THE REGION

FOR THE UNION

- SEPTEMBER 25, 2015

Date

10/16/15

Date

SUPPLEMENTARY LABOR AGREEMENT NO. 2

**Between the
BUREAU OF RECLAMATION
(Great Plains Region)
UNITED STATES
DEPARTMENT OF THE INTERIOR**

and the

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS LOCAL UNION NO. 1759**

(Montana Area Office)

2017-2018 WAGE AGREEMENT

Pursuant to the Basic Labor Agreement between the United States Department of the Interior, Bureau of Reclamation, Great Plains Region, and the International Brotherhood of Electrical Workers, Local Union 1759, the negotiating committees have met and discussed the application of new wage rates and premium pay practices for employees employed in the Montana Area Office.

Management and the Union agree to a two-year Joint fact-finding effort to agree on principal companies to be included in the survey base and on the occupational comparisons to be utilized for each of the crafts represented under the Agreement.

Management and the Union agree to exchange proposed wage survey companies, to include Pacificorps/Rocky Mountain Power (Dave Johnston) Utility Workers of America L.U. 127, Montana-Dakota Utilities (Lewis & Clark) IBEW U-13 System Council, Basin Electric Power (Laramie River Station) L.U. 612, Talen Energy (Colstrip) L.U. 1638, and Northwestern Energy L.U. 44, two additional companies may be provided by the Union and two additional companies may be provided by Management for possible use in future negotiations. Further, Management and the Union agree to participate in the surveys and make good faith efforts in determining company matches.

Further, Management and the Union agree to return to matching individual positions among the agreed upon principle companies as a factor in determining wages.

In addition, Management and the Union recognize and agree that among the principle companies, certain positions may be reviewed by Management and the Union, which may present a need to establish new matches in preparation for or during annual negotiations.

The provisions of this Section of Supplementary Agreement No. 2 are in no way meant to diminish the requirement and adherence to all applicable Statutes, Laws, rules or regulations regarding 5 U.S.C. 7106, and PRSA 9(b) / CSRA704(b) authority to negotiate wages.

OVERTIME: Employees who are authorized to work in excess of their regular scheduled tour of duty or in excess of an average of 40 hours per week shall be compensated for all such overtime worked at one and one-half times the basic hourly rate except that overtime performed on a Sunday or a holiday or days designated in lieu thereof shall be compensated at double the basic hourly rate.

PAY FOR HOLIDAY WORK: An employee who is required to work during his/her regularly scheduled tour of duty on a holiday, or on another day designated in lieu of a holiday, shall be paid double the basic hourly rate for all such hours, in addition to the compensation which would have been paid if employee had not worked.

SHIFT DIFFERENTIAL: Employees assigned to regularly scheduled shift work shall receive \$0.45 per hour increase over their basic hourly rate for all assigned non-overtime hours on a swing shift (from 4 p.m. to 12 midnight) and on a graveyard shift (from 12 midnight to 8 a.m.)

FOREMAN I/ACTING FOREMAN I PAY: The rates to be paid to employees assigned additional work leadership responsibilities performed as either a permanent Foreman I or as an Acting Foreman I are as shown on the attached Wage Schedule. Foreman I wages shall be paid at a rate equal to 107% of the employee's current wage rate or of the wage rate for the highest craft assigned to lead for which they are qualified and approved through the established upcoding process. The permanent Foreman I Powerplant position will not be paid less than the highest Foreman I rate.

This schedule listing labor classifications and hourly wage rates adjusted in accordance with the provisions of Supplementary Labor Agreement No. 2, and approved by the Regional Director is hereby made an official part thereof and will be in effect the first full pay period after October 1.

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION - Great Plains Region
Supplementary Labor Agreement No. 2

2017 - 2018 WAGE SCHEDULE - Montana Area Office

This amended schedule listing labor classifications and hourly wage rates adjusted in accordance with the provisions of Supplementary Labor Agreement No. 2, and approved by the Regional Director and the Department of the Interior is hereby made an official part thereof and effected the first full pay period after October 1.

<u>LABOR CLASSIFICATION</u>	<u>Code</u>	<u>Hourly Rates</u>	
		<u>Oct 1, 2017</u>	<u>Oct 14, 2018</u>
Electrician	BB-2810-00	\$41.74	\$42.99
Plant Mechanic	BB-5352-00	\$41.74	\$42.99
Apprentices (Electrician & Plant Mechanic)			
1st Step	62%	\$25.88	\$26.65
2nd Step	65%	\$27.13	\$27.94
3rd Step	70%	\$29.22	\$30.09
4th Step	75%	\$31.31	\$32.24
5th Step	80%	\$33.39	\$34.39
6th Step	85%	\$35.48	\$36.54
7th Step	90%	\$37.57	\$38.69
8th Step	95%	\$39.65	\$40.84
Powerplant Operator	BB-5407-00	\$41.74	\$42.99
Apprentice Powerplant Operator			
1st Step	62%	\$25.88	\$26.65
2nd Step	68%	\$28.38	\$29.23
3rd Step	74%	\$30.89	\$31.81
4th Step	81%	\$33.81	\$34.82
5th Step	88%	\$36.73	\$37.83
6th Step	95%	\$39.65	\$40.84
C & I Mechanic	BB-3359-00	\$44.10	\$45.42
Apprentices (C & I Mechanic)			
1st Step	50%	\$22.05	\$22.71
2nd Step	55%	\$24.26	\$24.98
3rd Step	60%	\$26.46	\$27.25
4th Step	65%	\$28.67	\$29.52
5th Step	70%	\$30.87	\$31.79
6th Step	75%	\$33.08	\$34.07
7th Step	80%	\$35.28	\$36.34
8th Step	85%	\$37.49	\$38.61
9th Step	90%	\$39.69	\$40.88
10th Step	95%	\$41.90	\$43.15
Building Repairman	BB-4749-00	\$32.95	\$33.94
Utilityman	BB-4749-00	\$30.50	\$31.42
Laborer	BB-3502-00	\$24.42	\$25.15
Operator General	BB-5716-00	\$35.48	\$36.54

LABOR CLASSIFICATION	Code		Hourly Rates	
			Oct 1, 2017	Oct 14, 2018
Foreman I,-Powerplant (Mutiple Crafts)	BL-5352-00	107%	\$47.19	\$48.60
Foreman I, C&I	BL-3359-00	107%	\$47.19	\$48.60
Foreman I, Powerplant Operations	BL-5407-00	107%	\$44.66	\$46.00
Foreman I, Electrician	BL-2810-00	107%	\$44.66	\$46.00
Foreman I, Plant Mechanic	BL-5352-00	107%	\$44.66	\$46.00
Foreman I, Mixed Gang (Utlmn)	BL-4749-00	107%	\$32.64	\$33.62
Foreman I,-Mixed Gang (Bld-Rpmn)	BL-4749-00	107%	\$35.26	\$36.32