

**BASIC LABOR-MANAGEMENT AGREEMENT**

**between the**

**BUREAU OF RECLAMATION**

**PACIFIC NORTHWEST REGION**

**SNAKE RIVER AREA OFFICE**

**UNITED STATES DEPARTMENT OF THE INTERIOR**

**and the**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**LOCAL UNION NO. 283**

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# **BASIC AGREEMENT**

## **PREAMBLE**

Pursuant to the labor relations policies and regulations of the United States Department of the Interior and the Bureau of Reclamation, and subject to all applicable laws and regulations, 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, acting through the Area Office Manager of the Snake River Area Office, hereinafter referred to as the Area Office, and the International Brotherhood of Electrical Workers, Local Union No. 283, hereinafter referred to as the Union.

The Bureau of Reclamation recognizes Local No. 283 as the exclusive representative of all hourly paid employees exempt from the Classification Act of 1949, as amended, who are engaged in the operation and maintenance of irrigation and power facilities and related activities of the Area Office. The Area Office is headquartered in Boise, Idaho, and the work assigned to unit employees is generally in the area of the upper and middle portions of the Snake River and its tributaries.

This agreement and all 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 Area Office and that their mutual interests will be furthered by the establishment and maintenance of Labor-Management cooperation between the Area Office and its employees. The parties further recognize that the participation of the employees in formulation and implementation of policies and procedures which affect them can contribute substantially to the improvement and efficient administration of the public service.

**ARTICLE I**  
**GENERAL PROVISIONS**

1.1 Priority of Law and Regulation - In the administration of all matters covered by this agreement, the Area Office, the Union, and the employees within the unit are governed by applicable existing or future laws and the regulations of appropriate authorities, by published Bureau of 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 Area Office and applicable to this agreement, which is hereinafter enacted or issued, is inconsistent with any of the provisions of this agreement, the Area Office shall promptly notify the Union. The Union and the Area Office shall then promptly issue a joint statement interpreting the effect of such change upon this agreement.

The parties recognize that the condition of this agreement is authorized under Sec.704, Civil Service Reform Act of 1978. In the event that policies or decisions of the regulatory or policy-making bodies established under this Act are extended to cover or made applicable to this agreement, the parties agree to meet promptly to assess the effects of such action and take such joint action as is deemed necessary or appropriate by the circumstances.

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 responsibility the Area Office.
- B. To provide for systematic employee-management cooperation.
- C. To provide for fair and reasonable rates of pay, hours, and working conditions for the hourly employees of the Area Office.
- D. To advance employee participation in the formulation and implementation of personnel policies and procedures.
- E. To facilitate the prompt adjustment of grievances, complaints, and disputes arising from this agreement.

**ARTICLE II**  
**EFFECTIVE DATE, TERM, SUPPLEMENTARY AMENDMENTS**

**2.1 Basic Agreement**

This basic agreement is a revision of and replaces the General Employee-Management Agreement of March 27, 1961, as amended, between the parties hereto. The basic agreement shall be signed by the negotiating committee and shall become effective upon approval by the Director, Office of Human Resources, Department of the Interior, who has been delegated this authority by the Secretary of the Interior, and by the local President of the International Brotherhood of Electrical Workers. This agreement will automatically renew for additional periods of three (3) years, on each anniversary date thereafter, unless either party gives written notice to the other not more than 90 and not less than 60 days prior to the anniversary date of its intention to reopen, 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. The party proposing a reopening of the agreement shall include and propose amendments or revisions as a part of the notice.

**2.2 Supplementary Agreement No. 1**

Supplementary Agreement No. 1 shall be signed by the negotiating committees and become effective upon approval by the Director, Office of Human Resources, Department of the Interior, and the local President of the International Brotherhood of Electrical Workers. This agreement will automatically renew for an additional period of three (3) years, on each anniversary date thereafter, unless either party gives written notice to the other not more than 90 and not less than 60 days prior to the anniversary date of its intention to reopen, 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. The party proposing a reopening of the Agreement shall include and propose amendments or revisions as part of the notice.

**2.3 Supplementary Agreement No. 2**

Supplementary Agreement No. 2 will become effective the first full pay period following ratification by the membership and approval by the Pacific Northwest Regional Director, or another date mutually agreed to by the parties. Wages will be established in accordance with the methodology agreed to by the parties.

**2.4 Termination**

Either party may, after giving the other party not less than 60 days written notice prior to the termination date, terminate this entire agreement or any supplementary agreement, provided that the Region 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 International President of the IBEW.

## **2.5 Unilateral Change Prohibited**

It is recognized and agreed that the Area Office or the Union will not make unilateral changes in the terms of this agreement or supplements thereto, pending the settlement of outstanding differences through the mechanism established under this agreement or other mutually agreeable procedures. Changes that 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 Region and the Area Office retain the right and obligation in accordance with applicable laws and regulations and this agreement to:

1. determine the mission, budget, organization, number of employees, and internal security practices of the agency; and in accordance with applicable laws -
  - a) to hire, assign, direct, lay off, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  - b) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
  - c) with respect to filling positions, to make selections for appointment from -
    - i. among properly ranked and certified candidates for promotion; or
    - ii. any other appropriate source; and
  - d) to take whatever actions may be necessary to carry out the agency mission during emergencies.

Nothing in this section shall preclude the agency and the labor organization from negotiating -

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

**3.1B. Management Obligations**

Management has the responsibility to recognize employee rights through continuing consultation and to foster and improve interpersonal relationships and supervisor-employee relationships.

**3.2A. Union Rights**

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, with the limits provided by the agreement and governing laws, executive orders, and regulations. As a condition of this right of exclusive recognition, the Union accepts the 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 or non-membership in a union.



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 Area Office officials and supervisor on official time.

### **3.2B Union Obligations**

Efficiency and effectiveness of the Region's and the Area Office's operations are in the public interest and can only succeed with the support of all employees. The Union pledges to cooperate with Management Officials in all reasonable efforts towards this goal.

### **3.2C Prohibition Against Strikes**

It is recognized and agreed that employees are not free to strike, slow down, or to interfere in any way with operations entrusted to the Region or the Area Office.

### **3.3A. Employee Rights**

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

### **3.3B. Employee Obligations**

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 Region and the Area Office. Each employee also has the responsibility to support the Area Office's goals, to offer constructive ideas for innovation, and to carry out Management and supervisory decisions through loyal and effective performance.



## **ARTICLE IV CONSULTATIONS AND NEGOTIATIONS**

**4.1 Matters Appropriate for Consultation or Negotiations** - It is agreed and understood that matters appropriate for consultation or negotiation between the Region and/or Area Office and the Union are rates of pay, personnel policies, programs, and procedures or practices related to working conditions which are within the discretion of the Regional Director or the Area Manager.

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

**4.2 Joint Labor Management Cooperative Committee** - The Area Office and the Union may establish a joint Labor Management Cooperative Committee. If established, each party shall designate not more than three representatives to serve on this committee. This committee shall have the power of self-organization, including the establishment of subcommittees, and shall record all proceedings. Consideration shall be given to such matters as elimination of waste and 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 improvement of morale. The committee shall not consider or act upon 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 Area Office deems it necessary. A joint apprenticeship committee will be established consisting of an equal number of representatives of the Area Office and the Union. A Regional Office representative shall serve as facilitator of this committee, without authority to vote on any deliberations of the committee that are put to a vote, except in the event of a tie. The minimum standards for apprenticeship shall conform to the standards of, and shall be approved by, the Bureau of Apprenticeship and Training, U.S. Department of Labor, prior to adoption.

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 be considered a supplement to this agreement.

### **4.4 Union Steward and Union Officer System**

- A. The Union may designate a shop steward and alternate from among the members of the bargaining unit at each principal work location. The Union shall keep the Regional Labor Relations Officer and the Area Office advised in writing of current steward designations. The Union and the Area Office each agrees to designate representatives for the Area Office to deal with matters which require handling at the Area Office level.
- B. It shall be the duty of the shop stewards to provide a two-way avenue of communication

between the management 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 their supervisor before attending to matters pertaining to labor relations or grievances or conferring with a steward or Union official during duty hours.
- D. Officers and Stewards shall make arrangements with their immediate supervisors before attending to any Union responsibilities during official duty hours.
- E. The Area Office agrees that reasonable arrangements will be made so that officers and stewards can properly and expeditiously carry out their duties under this agreement. The Union agrees that officers and stewards shall not use their official office for unwarranted absences from duty.

**4.5 Union Representative Visits** - Authorized Union representatives may visit members of the bargaining unit during working hours on matters related to this agreement if such visits will not unduly disrupt work in progress. Prior to entering such places of work, such representatives shall contact the Office's official in charge and reach agreement on the anticipated extent and length of such visits. Visits inside security areas will be subject to existing security restrictions.

#### **4.6 Negotiations**

- A. The Union and the Area Office will be represented by negotiating committees of not more than five members each, including a spokesman designated by each party.
- B. Once each year, but not more often, except in the situation covered by paragraph 1.2, the Area Office 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. Prior to conducting any negotiations, the Area Office and the Union may set up a joint fact-finding committee and appropriate subcommittees, as needed, for the purpose of establishing relevant facts pertaining to the items being negotiated. This may include, but is not limited to, survey of working conditions and pay rates being paid by other employers within the Area Office's area. In negotiations of wage rates and related items, determinations shall be based on those found for operations and maintenance work of a nature comparable to that performed by the Area Office's employees and in accordance with the prevailing rate principle.
- D. Wage rates for additional classifications which may be required between regular wage conferences will be negotiated by a Union representative and a representative of the Area Office.

- E. Emergency use may be made of additional classifications and rates as may be necessary. Such emergency rates shall be recommended by the Area Manager and, when approved by the Regional Director, shall be valid for a period of 30 days. Immediate negotiations shall be entered into between the Area Office and the representative of the Union in order to verify or amend the rates prior to use beyond the 30-day emergency period.
- F. Revisions relating to working conditions and rates of pay so negotiated shall be recommended by the negotiating committee and promulgated in the form of supplements to this agreement, as set forth in paragraph 2.2 and 2.3. Revisions to this basic agreement shall be promulgated in the form of amendments and will be forwarded for approval by the Director, Office of Human Resources, Department of the Interior, and by the local President of the IBEW.

**ARTICLE V**  
**NEGOTIATION IMPASSES**

**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 directly to the Federal Service Impasses Panel for consideration under its regulations. As an alternative, the parties may agree to refer the question or issue at impasse to their respective Washington, D.C., headquarters offices for consideration at that level in lieu of, or prior to, involving the Impasses Panel.

**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 hiring shall be shared equally by the parties. The arbitrator shall render his decision within 30 days after the close of the arbitration hearing or receipt by the arbitrator of any post hearing submittals from the parties.

## **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. This shall be the exclusive procedure for settling grievances over the interpretation or application of provisions of this agreement. The Area Office and the Union agree that it is intended that this grievance procedure will provide a means of resolving complaints and grievances at the lowest level of supervision.

For the purpose of this Article, the use of electronic mail (e-mail) shall be considered synonymous to written.

The following matters (1-8) are specifically excluded from consideration:

1. Any claimed violation of Subchapter III 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 the reduction in grade or pay of an employee;
6. Equal Opportunity complaints;
7. The termination of a probationary or temporary employee;
8. Reduction in force.

Nothing in this article shall prevent an employee from exercising the option of appealing adverse actions (i.e., removal of employee for unacceptable performance; suspension for more than 14 days; reduction in grade; reduction in pay; or processing any prohibited personnel practice defined in law through the statutory appeals process) to the Merit Systems Protection Board. Employees may not use both procedures for the same action. Once written submission is made under either procedure by an employee or his/her designated representation, that choice is irrevocable.

**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 or chooses to utilize the statutory appeal process, the employee will be responsible for representing him/herself. In both circumstances, the cost of representing him/herself will be borne by the employee. The Union shall be given the opportunity to be represented at the adjustment of the grievance between the Area Office 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.

**6.1D 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.

**6.1E 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** -- Grievances must be presented within 15 calendar days of the incident giving rise to the grievance or within 15 calendar days after the aggrieved could have become aware of the incident. The grievance shall be presented informally to the immediate supervisor or to the appropriate line management official below the O&M and Technical Services Manager level 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** -- O&M and Technical Services Manager, or Designee.

If the grievance is not settled, it shall 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 grievance shall be sent simultaneously to the Pacific Northwest Regional Labor Relations Officer.

The grievance must contain the following information:

- a. Identity of person(s) originating the grievance.
- b. Specific nature, details, and date of occurrences relating to the grievance, including 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 Office Manager or Designee.

If the grievant is dissatisfied with the Step 2 response, the grievance may be appealed to the Area Office Manager 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 response. 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 involve 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 bear 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 the parties do not agree immediately on the selection of an arbitrator, each party shall strike one 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 appropriate Area Office headquarters during normal office hours Monday through Friday.

**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 the Bureau of Reclamation. The arbitrator may not add to, delete, or change any of the aforementioned. (Questions concerning the interpretation of policies or regulation shall be referred to the issuing agency or office for decision.) The arbitrator shall be requested to render the 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 Union President. If the grievance is unresolved at this level, Management becomes the moving party and will follow the contact provisions for proceeding to arbitration. (Grievance Procedure Revised - 2009)

**ARTICLE VII**  
**SERVICES TO THE UNION**

**7.1 Meeting Spaces**

Upon written request, including e-mail, from the Union, designated management officials will provide, if possible, suitable meeting space for use outside normal working hours.

**7.2 Bulletin Boards and Distribution**

- A. The Area Office shall reserve adequate space on bulletin boards at principal work locations for the posting of notices and literature of the Union.
- B. Distribution of the Union's literature shall be permitted provided that arrangements be made with the appropriate Area Officer as to the time and method of distribution and content of literature.
- C. Notices posted by the Union on Area Office bulletin boards and literature distributed on the Bureau of Reclamation property shall identify the organization issuing or sponsoring it or other source of material posted. Material must pertain specifically to business of the Union or be related to the employees' work and employment conditions. Such notice shall be confined to factual matters and shall not reflect adversely on, or attack the programs or mission of, the Region and/or Area Office or the integrity or motives of employees.

**ARTICLE VIII**  
**DUES DEDUCTION**

All employees in the unit may have Union dues withheld through payroll deduction in accordance with procedures agreed on between the Area Office and the Union.

**ARTICLE IX**  
**DISTRIBUTION OF AGREEMENT**

Booklet-size copies of this agreement and any amendments or supplements thereto will be distributed to all employees in the unit, to new employees, to their supervisors, and to Management officials.

FOR THE BUREAU OF RECLAMATION:

/s/ \_\_\_\_\_  
Spokesperson, Bureau of Reclamation

/s/ \_\_\_\_\_  
Assistant Area Manager

/s/ \_\_\_\_\_  
Supervisory General Engineer

/s/ \_\_\_\_\_  
Supervisory General Engineer

/s/ \_\_\_\_\_  
Supervisory Facility Operations Specialist

RECOMMENDED:

/s/ \_\_\_\_\_  
Area Manager  
Snake River Area Office

FOR IBEW LOCAL 283:

/s/ \_\_\_\_\_  
Spokesperson, IBEW 283

/s/ \_\_\_\_\_  
IBEW Negotiating Committee

/s/ \_\_\_\_\_  
IBEW Negotiating Committee

/s/ \_\_\_\_\_  
IBEW Negotiating Committee

/s/ \_\_\_\_\_  
IBEW Negotiating Committee

EXECUTED AND RECOMMENDED FOR APPROVAL:

/s/  
Pacific Northwest Regional Director  
U.S. Bureau of Reclamation

11/2/2015  
Date

APPROVED:

/s/  
Director, Office of Human Resources  
Department of the Interior

11/24/2015  
Date

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

**between the**

**BUREAU OF RECLAMATION**

**PACIFIC NORTHWEST REGION**

**SNAKE RIVER AREA OFFICE**

**UNITED STATES DEPARTMENT OF THE INTERIOR**

**and the**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**LOCAL UNION NO. 283**





## **GENERAL WORKING CONDITION**

Pursuant to Article 2.2 of the Basic Labor-Management Agreement between the Bureau of Reclamation's Snake River Area Office and the IBEW Local 283, joint negotiating committees have agreed to the following working rules and conditions to be applied to employees in the bargaining unit.

## **SECTION I SAFETY AND HEALTH**

1.1 The Area Office will endeavor to 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 employees' health.

1.2 Employees will comply with the safety rules of the employer including, but not limited to, those contained in the Reclamation Safety and Health Standards and Executive Order 11807 covering health and safety standards for Federal employees. Changes in local safety or health rules that would materially affect the working conditions of unit employees are subject to consultation prior to implementation.

1.3 It shall be the responsibility of the foreman, supervisor, or other individuals in charge of the work to determine the safeness of the work and equipment being used in the work and to assure that safety devices and equipment are used when required. However, no employee shall be required to work with equipment or in a manner which is a violation of standard safety 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. 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 employee will be required to work under a clearance or on a job or piece of equipment that he/she considers unsafe.

Employees must request any additional protection they deem 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 Area Office standing operating procedures.

1.5 All switching in attended and unattended stations shall be performed by employees who have been certified through examinations and have been authorized to perform such switching. Authorizations shall be made by the supervisor in charge in accordance with Facilities Instructions Standards and Techniques (F.I.S.T.) Volume 1-1.

1.6 Rubber goods and gloves used for hot work shall be inspected periodically as provided in F.I.S.T. Volume 3-29.

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.

B. Two (2) qualified electrical workers shall be present while working on wires and/or

equipment energized at more than 300 volts. In no case shall they work simultaneously on energized wires and/or parts of different polarities.

- 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. (Amended 2009)

**SECTION 2**  
**SELECTION, PROMOTION, AND REDUCTION IN FORCE**

2.1 The Area Office will select all new employees in accordance with the provisions of the Civil Service Reform Act of 1978, the regulations of the Office of Personnel Management, and Reclamation on the bases of merit and efficiency as determined by such factors as ability and skill, diligence and attitudes, and training and experience. The rights of veterans will be safeguarded.

2.2 All notices of vacancies and promotional opportunities will be circulated in order that all interested and qualified employees may compete for the openings.

2.3 The Area Office or its designee 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. All reductions in force will be made in accordance with the rules and regulations of the Office of Personnel Management.

**SECTION 3**  
**POSITION DEFINITIONS AND ASSIGNMENTS**

3.1 The Area Office agrees that new or revised position descriptions are subject to consultation 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 Employees working as helpers will not be used to replace journeymen unless a qualified journeyman is not readily available, and they shall work under the direct supervision of qualified personnel.

3.4 Any employee designated to act as a foreman shall be paid at a regular rate of pay for the foreman position during the time spent in such capacity.

3.5 Any employee designated to act at a higher rate shall be paid at the regular rate of pay for that position during the time spent in such capacity.

## **SECTION 4 TOURS OF DUTY**

4.1 Tours of duty shall be established in accordance with the applicable Federal Regulations and Reclamation and the Department of the Interior Policies and Procedures to meet the Area Office work requirements.

4.2 The regular hours of employment of all hourly employees of the Area Office shall be determined by the Area Office after appropriate consultation with the Union and shall be determined by kinds of employment or by services at each place of employment. Such pre-established work schedules shall indicate how these hours will be worked in any 24-hour period. A minimum of 24 hours' notice in advance shall ordinarily be given employees of any change in pre-established working hours, except when a change is made necessary to cover a vacancy created by an urgent situation such as unexpected leave. The Area Office will, having due regard to the necessity of continuous and uninterrupted services and economies of operation, make every effort to keep emergency or call-out work, overtime work, and irregular shifts to an absolute minimum. The work schedules now in effect not inconsistent with the provision of this agreement are hereby adopted and will remain in effect until modified or amended to meet changed work requirements.

4.3 Any Control Center Operator whose shift is changed within a 24-hour period with less than 6 hours' notice will be compensated for the first shift or remainder thereof at one and one-half times the regular rate of pay in lieu of any other compensation, except that provided for work on a holiday.

4.4 In the event that a Control Center Operator's weekly tour of duty includes more than two short changes (shifts separated by 8 hours or less) he will be paid at the rate of time and one-half for such excess shifts.

4.5 In the event an employee is required to work in excess of 14 consecutive hours, he will be entitled to a rest period of at least 8 hours before returning to work without loss of pay for regularly scheduled hours. If he should be required to return to work before the completion of the 8-hour rest period, all hours worked that fall within the rest period will be paid at the overtime rate in lieu of regular pay for such hours.

4.6 Control Center Operators may exchange full shifts within their administrative workweek by agreement between themselves and after receiving approval of their supervisor where no entitlement to premium pay results. The Area Office and the union agree that such voluntary changes will not form a basis for entitlement to premium or penalty pay as authorized under Section 4.3, 4.4, or 4.5 above.

**SECTION 5**  
**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 other trade line shall be credited to the employee toward his obtaining recognition as an operator or journeyman in that craft.

## **SECTION 6 OVERTIME**

6.1 Employees shall be compensated for all authorized work in excess of the regular tour of duty of 40 hours per week, or 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. Compensation for overtime work shall be calculated under the governing laws and regulations in a manner that will ensure the maximum amount authorized.

6.3 The Area Office will endeavor to equalize the amount of overtime offered to available employees in each craft required to perform such overtime.

6.4 Shift schedules or regular work schedules, once posted, will not be changed for short periods solely for the purpose of avoiding overtime payments. Relief operators are scheduled normally to best fill in under conditions known at the time of scheduling; however, they are subject to relieving other schedules as work conditions change. This does not preclude changing the work schedule because of changing work conditions or personnel available to work.

6.5 Whenever overtime is involved to cover a tour of duty, and an employee of the same classification is readily available, he shall replace an employee in 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 a 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. A total of 30 minutes will be allowed for travel to and/or return from duty station and included as a portion of the call-out period.



**SECTION 7**  
**PAYROLL DEDUCTIONS FOR UNION DUES**

7.1 Allotments for the payment of dues may be requested of the Area Office by employees who are covered by this Agreement and who are members in good standing of the Union.

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

7.3 The Area Office shall make such deductions from an employee's wages 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 secretary or other designated representative.

7.4 The Union shall promptly notify the Area Office in writing when an employee member ceases to be a Union 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 Area Office will notify the Union in writing whenever a revocation of an employee allotment is received.

7.5 The Area Office 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 biweekly list of names for which deductions have been made and the amount of each deduction. The total amount deducted on behalf of the Union will be remitted to the Union secretary biweekly.

7.6 Deduction of membership dues shall be made in a flat sum from each biweekly paycheck provided that there is a balance in the amount due the employee sufficient to cover the deductions after all other deductions authorized by the employee or required by law or regulations have been satisfied.

7.7 Authorization for dues deductions 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.

7.8 Employees may revoke their allotment at any time, but the revocation will not become effective until the first pay period after the following September 1 subsequent to the receipt of such revocation.

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

**SECTION 8**  
**GENERAL PROVISION**

8.1 Each employee shall be designated an assembly point or points near his duty station from 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 working time, and any transportation necessary after arrival at the place of reporting shall be provided by Reclamation.

8.2 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 283:

/s/ \_\_\_\_\_  
Spokesperson, Bureau of Reclamation

/s/ \_\_\_\_\_  
Spokesperson, IBEW 283

/s/ \_\_\_\_\_  
Assistant Area Manager

/s/ \_\_\_\_\_  
IBEW Negotiating Committee

/s/ \_\_\_\_\_  
Supervisory General Engineer

/s/ \_\_\_\_\_  
IBEW Negotiating Committee

/s/ \_\_\_\_\_  
Supervisory General Engineer

/s/ \_\_\_\_\_  
IBEW Negotiating Committee

/s/ \_\_\_\_\_  
Supervisory Facility Operations Specialist

/s/ \_\_\_\_\_  
IBEW Negotiating Committee

RECOMMENDED:

/s/ \_\_\_\_\_  
Area Manager  
Snake River Area Office

EXECUTED AND RECOMMENDED FOR APPROVAL:

/s/  
Pacific Northwest Regional Director  
U.S. Bureau of Reclamation

11/2/2015  
Date

APPROVED:

/s/  
Director, Office of Human Resources  
Department of the Interior

11/24/2015  
Date