

GENERAL LABOR AGREEMENT

between the

BUREAU OF RECLAMATION
UNITED STATES DEPARTMENT
OF THE INTERIOR

and

Local Union 1245,
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

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BASIC AGREEMENT

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PREAMBLE

This Basic Agreement, and such Supplementary Agreements as may be agreed upon from time to time, together constitute an agreement between the Bureau of Reclamation United States Department of the Interior, acting through the Regional Director of the Mid-Pacific Region, hereinafter called "Management," and Local Union 1245, International Brotherhood of Electrical Workers, affiliated with the American Federation of Labor-Congress of Industrial Organizations, hereinafter called the "Union," representing those HOURLY EMPLOYEES not subject to Part 511, Title 5 of the United States Code employed in connection with the Central Valley Project, hereinafter called the "Project." "Parties" as used in this General Labor Agreement means Management and Union collectively. (Paragraph amended effective 2/16/75 and 8/7/80)

As used herein the term "Agreement," unless modified, refers to the entire General Labor Agreement of which this Basic Agreement is a part. (Preamble amended 6/9/72)

ARTICLE I

Principles, Policies and Purposes

Section 1. It is recognized that Management 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 those public purposes and the discharge of those duties and responsibilities, Management and the employees must comply with and conform to all applicable Federal laws, executive orders, regulations and policies, all of which laws, orders, regulations and policies are regarded as paramount. The Parties further recognize that cooperation by Management and the employees on the basis of mutual understanding between them arrived at through the process of collective bargaining is a valuable aid to the accomplishment of those public purposes. (Section amended 6/9/72)

Section 2. The Parties also recognize that they have a common and sympathetic interest in the construction, operation and maintenance of Federal irrigation, reclamation and power projects in the State of California and their development and that the promotion of their common interests will be furthered and extended by the establishment and maintenance of labor-management cooperation between

Management and the employees.

Section 3. Therefore, the Parties hereby agree to establish the conference and consultative machinery and the procedures hereinafter provided for the following purposes: (1) To provide for fair and reasonable rates of pay, hours and working conditions for the employees concerned in the territory in which the Project's activities are carried on; (2) to insure the making of appointments and promotions on a merit basis; (3) to promote stability of employment and to establish satisfactory tenure; (4) to provide for improvement and betterment programs designed to aid the employees in achieving their acknowledged and recognized objectives; (5) to promote the highest degree of efficiency and responsibility in the performance of the work and the accomplishment of the public purposes of Management; (6) to adjust promptly all disputes arising between them, whether related to matters covered by this Agreement or otherwise; and (7) to promote systematic labor-management cooperation between Management and its employees on the Project. (Section amended 6/9/72)

Section 4. It is further recognized that management officials retain the right and obligation, in accordance with applicable laws and regulations, to direct employees of the Mid-Pacific Region; hire, promote, demote, transfer, assign, and retain employees in positions within the Mid-Pacific Region, and to suspend or discharge employees for proper cause; relieve employees from duties because of lack of work or for other legitimate reasons; maintain the efficiency of the Government operations entrusted to them, and determine the methods, means and numbers and kinds of personnel by which such operations are to be conducted. It is also recognized that management officials shall be free in situations of emergency to take whatever actions may be necessary to carry out their assigned mission regardless of any prior commitment. The term "emergency" shall include and generally be limited to natural disasters and public emergencies involving immediate threat to life or property. When practicable within the time limits dictated by the emergency, management officials shall confer with the employee representatives prior to taking action which would alter or violate previous commitments.

Section 5. The public interest in the accomplishment of the purposes set forth in Section 2 of this Article always being paramount, the Parties 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 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 thereby, acquire or can 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 which are served by the Central Valley Project.

Section 6. In the event that any law, regulation or policy binding on Management is hereafter enacted or issued and is inconsistent with any of the provisions of this Agreement, or of any recorded understanding hereunder, Management shall promptly notify the Union, and the Parties shall promptly issue a joint statement interpreting the effect of such change upon this Agreement or recorded understanding. Within 30 days thereafter, if either Party deems its interests are materially affected, such Party may request negotiation of an appropriate modification of the Agreement or recorded understanding.

Section 7. Every Supplementary Agreement entered into by the Parties, 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.

ARTICLE II

Scope, Duration and Extent of Agreement

Section 1. This Agreement is applicable to those hourly employees not subject to Part 511, Title 5 of the United States Code, employed in connection with the Project, a majority of whom has designated the Union as their representative. The phrase "in connection with the Project" is defined to include all administrative jurisdictions of the Region north of Santa Barbara County and the Tehachapi Mountains. The following offices are exempted, Klamath and Lahontan Basin. The Agreement has application to employees regardless of the type of work or kind of Management operation or activity in which they may be employed. (Section amended 6/9/72, 8/7/90, 1/22/96, 9/15/98 and 11/28/01.)

Section 2. The Union agrees that it will represent those hourly paid employees who are not members of the Union in the same manner and for the same general purposes for which the Union represents its members.

Section 3. This Basic Agreement is a revision of the General Labor Agreement between the Bureau of Reclamation and the Central Valley Trades Council that was effective August 29, 1952. Jurisdiction was transferred to Local 1245, International Brotherhood of Electrical Workers, by the Regional Director's letter of April 30, 1964, and approved by the Assistant Secretary for Administration on June 2, 1964. It shall remain in effect until modified or revoked. Either Party may propose modifications. Modifications agreed upon shall become

effective upon approval by the Office of the Secretary. Either Party may terminate this Agreement after giving the other Party 60 days written notice; provided, that Management may terminate this Agreement only with approval of the Office of the Secretary.

Section 4. Wage schedules, working rules, and other matters negotiable within the purpose and in implementation of the Basic Agreement shall be agreed upon in the form of Supplements to this Basic Agreement. Wage supplements shall become effective, unless otherwise specified therein, upon approval by the Regional Director and they shall remain in effect until modified or revoked. Either Party may propose the need for new, amended, or revised Supplementary Agreements or for the revocation, in whole or part, of previously approved Supplementary Agreements. No more than one proposal concerning the same matter or particular provision of this Agreement shall be considered in any one contract term, except as provided in Article I, Section 6 of this Basic Agreement. Any agreed changes in Supplementary Agreements shall become effective, unless otherwise specified therein, upon approval by the Office of the Commissioner of the Bureau of Reclamation. (Section amended effective 01/02/77 and 9/15/98)

Section 5. This Agreement and any written understandings pursuant to it, except as may otherwise specifically be provided, shall be applicable uniformly throughout the Project.

Section 6. It is recognized that Government operations are contingent upon necessary appropriations by the Congress. In any situation in which the operation of this Agreement is affected by lack of appropriated funds, the Union will recognize Management's inability to meet its obligation.

ARTICLE III Employment Policies

Section 1. It is the objective of Management to provide permanent and continuous employment on the Project for hourly employees consistent, of course, with statutory and budgetary limitations and the Project's labor requirements. These employees will receive permanent appointments whenever possible.

Section 2. Management will select all employees on the Project in accordance with the provisions of Title 5 of the United States Code and the regulations of the Office of Personnel Management. 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. The Union will assist Management by directing qualified

persons seeking employment with Management to the sources through which employees are obtained. Management agrees that in the event temporary employees are to be recruited in the open market, it will notify the Union among other agencies so that qualified persons for the vacancies may be referred to Management.

Where appointments are not subject to Part 315, Title 5 of the United States Code, such appointments will be made strictly on the basis of merit and efficiency precisely as if they were subject to that Part. Neither will race, color, religion, sex, national origin, political affiliation, age, or other non-merit grounds be considered when making such appointments or when promoting, demoting, transferring or retaining or terminating the services of hourly employees. Nor shall any other hourly employee nor any other seeking employment in an hourly position, whether subject to the provisions of Part 315 or not, be required to join or refrain from joining the Union as a condition of employment, promotion, demotion, transfer, retention or termination of services. (Section amended effective 4/7/83)

Section 3. There shall be no discrimination by the Parties to this Agreement against any employee on the Project because of membership or non-membership in the Union. The Union agrees to accept employees as members upon the same basis and terms as other applicants.

Section 4. All paid holidays provided for by Federal statutes or executive orders and all days on which Federal offices may be closed by special executive order shall be recognized according to current Federal statutes and regulations. Employees will be credited with leave and granted leave in accordance with the leave regulations. Eligible employees will be accorded the opportunity of purchasing Federal Employees Group Life Insurance and participating in the Federal Employees' Health Benefits Program in accordance with current regulations. Employees will be granted retirement and survivorship benefits in accordance with regulations. Where applicable, Federal social security benefits will be granted. Compensation will be paid under the Federal Employees Compensation Act for the disability or death of an employee resulting from personal injuries sustained while in the performance of duty.

Section 5. Promotions will be made in accordance with a Region wide promotion plan for employees not limited to the employees covered by this Agreement. This plan will conform to regulations and Management policy. That conformity will include ascertaining and considering employee viewpoints in the development of the plan and in any significant modifications of the plan. If the employees covered by this Agreement should wish to supplement the Regional promotion plan in particular respects, proposals may be submitted for negotiation and incorporation in a Supplementary Agreement. Any such proposal shall be

consistent with the Regional promotion plan.

Section 6. An appropriate system of apprenticeship and promotional training shall be established on the Project. The minimum standards for any apprenticeship program shall conform to the standards of and shall be registered with the Bureau of Apprenticeship of the Department of Labor. (Section amended 6/19/73)

ARTICLE IV Compensation

Section 1. The rates of pay to be paid to the employees covered by this Agreement shall be determined through the process of collective bargaining between the Parties. They will include basic hourly, overtime, and holiday work rates and, when and as needed, shift differentials, call-back time, penalty rates for changes in regular work schedules, and similar pay items. All rates must be established as nearly as is consistent with the public interest in accordance with prevailing rates in the territory in which the Project's activities are carried on. Once each calendar year but not more often, Management or the Union may notify the other in writing that a conference is desired to consider the need for revising any or all existing rates of pay. Such notice shall be acknowledged within ten days and a date set for holding the conference which date shall be within thirty days of the date of the notice. Unless it is mutually determined that negotiations are not necessary the date for starting the negotiations for the purpose of revising rates of pay shall be within 30 days of the close of the preliminary conference. In addition to the negotiating committees of the Parties who shall participate in the negotiations at the joint conference, representatives of the Union and representatives of Management may be permitted to attend the conference.

Prior to such negotiations, the Parties shall set up a joint fact-finding committee and appropriate sub-committees (the expenses of which when approved in advance by the Parties and authorized by existing laws and regulations, except for the compensation and travel expenses of the members shall be borne jointly by the Parties) for the purpose of establishing any relevant facts pertaining to rates of pay, classifications, and conditions of employment. The committee may go outside the Project for the purpose of establishing such relevant facts. Consideration shall be given by the Parties in their negotiations to any facts so established.

Rates of pay, as determined through the process provided herein at regular wage conferences, shall take effect as soon as regulations allow.

Existing rates of pay shall remain in effect until supplanted by

rates negotiated pursuant to this section.

Wage rates for classifications established between regular negotiating conferences and for classifications required only for temporary employments shall be determined jointly by the Business Manager of the Union or his representative and the Chairman of the Management Negotiating Committee, subject to approval by the Regional Director.

ARTICLE V Cooperation

Section 1. It is agreed that joint Management-Shop Steward meetings shall be held at least four times a year or more often as agreed upon by the Parties, unless otherwise mutually agreed. The purpose of these meetings shall be to promote harmony and improve communications between hourly employees and all levels of management within an administrative subdivision of the Mid-Pacific Region. The meeting agenda shall be determined by those in attendance and there shall be no restrictions on the subject matter; provided, the meetings shall not substitute for normal grievance procedures or for formal negotiations between the Parties. Attendance shall consist of the Shop Stewards and such Management personnel as the Head of the Division or Office shall determine. Union Business Representatives may also attend. The meetings shall be summarized in minutes. Except that the provisions of this Section shall be observed, the meetings shall be self-organizing. (Section amended 1/22/96)

Section 2. It is agreed that the trade jurisdictional boundaries that are now established by custom, practice and tradition, or jurisdictional awards or decisions, will remain in force. Jurisdictional boundary disputes will be settled by the Parties. Whenever new pieces of work develop, these shall be allotted according to existing jurisdictional awards, custom, practice or tradition. Nothing here shall restrict Management from assigning new work, not covered by jurisdictional awards or decisions, to employees who, in Management's judgment, are best qualified to perform the work until an agreement can be reached by the Parties. Management agrees to alter its decision thereafter to conform with such agreement as soon as qualified replacement can be made.

It is also agreed that the Union shall notify the Regional Director of existing jurisdictional agreements or disagreements which affect the assignment of work on the Project and of those agreements or awards which are reached as a result of settlement of disputes.

Section 3. Management agrees, in order to enable the

Union to meet and discharge its obligations and responsibilities under this Agreement, that authorized labor representatives shall be permitted to visit the projects and places of work on the Project during working hours, provided, that in guarded areas they shall be accompanied by a designated Management official. Such authorized labor representatives of the Union shall confine their activities during such hours to matters relating to this Agreement, and will first make their presence known to the local management.

Section 4. Shop stewards shall be designated for the employees through the Union and the Union shall supply their names which shall be posted on appropriate bulletin boards. The shop stewards are authorized to perform and discharge the duties and responsibilities which may be properly assigned to them by the Union under this Agreement and Management agrees that there shall be no discrimination against a shop steward because of the performance of such duties. Union agrees to consult with local management prior to appointment of additional shop stewards. (Section amended 2/16/75)

Section 5. A copy of this Agreement shall be given to each hourly employee on the Project and to each new employee upon reporting for duty. Bulletin boards shall be made available to the Union for posting of official Union bulletins. All Union notices must comply with the pertinent Management regulations. (Section amended 6/19/73)

ARTICLE VI
Grievances
(Article Amended 11/8/12)

Section 1. It is the intent of both the Bureau of Reclamation and the Union that grievances be resolved at the lowest possible level, in a timely manner **to** promote continuing cooperation between management, the Union and employees.

Section 2. For purposes of this article, the following definitions are:

a. **Grievance** is an employee objection to the application of a Bureau of Reclamation rule, policy, or approved memorandum of understanding on personnel practices or working conditions to the employee's particular situation. An objection to the terms and provisions of a rule, policy, or memorandum of understanding is not

considered a grievance. However, an objection to the way a rule, policy, or memorandum of understanding is applied in a particular grievant's situation would be considered a grievance.

b. **Date of occurrence** is the day the event that is the subject of the grievance occurred, or the date when the grievant reasonably should have been aware of the occurrence of the event that is the subject of the grievance.

c. **Informal resolution** is a verbal discussion between parties of an occurrence at which notes can be taken but no formal documentation is required to be presented.

Section 3. Employees shall have the right to represent themselves individually in their employment relations with the Bureau of Reclamation. Employees may choose to use either this grievance procedure (with Union representation), or to represent themselves in grievances as defined above. If the aggrieved choose to represent themselves the union shall nevertheless be given the opportunity to become acquainted with all formal grievances in these cases, to observe any formal hearings, and to present its views before decisions are reached. In these cases, the Union shall be informed of any informal settlements in issues involving the interpretation or application of the General Labor Agreement. Management shall provide the Union with copies of grievances that have been reduced to writing and with copies of written decisions by Management. In adverse actions employees may use either the grievance procedures contained herein or the statutory appeals procedure (but not both). Employees alleging discrimination complaints as defined in 5 USC 7702 must follow EEO discrimination procedures. This option is exercised when the employee initiates an action under the applicable appellate procedures or files a grievance, whichever occurs first. In presenting a grievance, the aggrieved employee and/or the employee's representative is assured freedom from restraint, interference, coercion, discrimination or reprisal and will be allowed a reasonable amount of time to prepare and present the grievance.

Section 4. Time limits contained in this grievance procedure are mandatory. Failure to meet the time limits shall result in forfeiture by the party (Bureau of Reclamation or Union) not meeting the time limits. The parties may, by mutual written agreement, extend time limits. When a mutually agreed to extension is made, the number of extension days granted will be defined. The Bureau of Reclamation and Union may also, by mutual written agreement, waive any step in the procedure. Doing so does not change the procedures to be followed in later grievances.

Section 5. Employees who are grievants,

representatives, or witnesses will be given time off with pay to attend hearings, and will be reimbursed for personal expenses (excluding legal fees) incurred in connection with the hearing. Every attempt will be made to have employees and their designated representatives' present grievances during regularly scheduled work hours. If an employee is a grievant or witness in a formal grievance proceeding, they will be paid at the applicable overtime rate if they are requested to appear at such proceedings outside their regular work hours. Related overtime rules such as shift differential, travel time, minimum call-out time, and overtime meals do not apply.

Section 6. Matters appropriate for consideration under this procedure are:

a. Pay administration.

Disagreements over pay administration which require interpretation of written regulations or decisions issued by the Office of Personnel Management or the Comptroller General will be put in written form and sent to the appropriate compensation specialists for resolution. Administrative decisions issued by the Office of Personnel Management or Comptroller General may be appealed by either Party through the appropriate appeals procedure.

b. Working conditions and environment.

c. Relationships with supervisors and with other employees and officials.

d. Implementation of personnel policies and labor-management agreements.

e. Performance ratings, results not achieved, less than fully successful.

f. Application of the statutory RIF procedures for an individual employee.

g. Adverse Actions. Adverse Actions are defined as follows:

1. Discharge (Non-probationary)
2. Suspensions
3. Demotions
4. Reduction in pay

h. Application of re-employment or reinstatement rights

i. Application of military restoration rights procedures for individual employees.

j. Disciplinary actions that do not involve adverse action.

In adverse action cases, employees may use either the grievance procedures contained herein or the statutory appeals procedure (but not both). This option is exercised when the employee initiates an action under the applicable appellate procedures or files a grievance within the established time frame, whichever event occurs first.

Section 6.1. Matters excluded from consideration under this procedure are:

a. Reduction in force.

b. Complaints of discrimination as defined in 5 USC 7702

c. Performance ratings that are results achieved, fully successful or better.

d. Compensation for injury appeals.

e. Health benefits, life insurance, and retirement decisions.

f. Termination of an employee during probationary period.

g. Complaints of alleged serious misconduct or irregularity by an employee which are subject to investigation by the Inspector General, Department of the Interior.

h. A suspension or removal under section 7532 of 5 USC (Branch of National Security).

i. Any claimed violation of subchapter III of Chapter 73 of 5 USC (relating to prohibited political activities).

j. Any examination, certification, or appointment regarding recruitment and non-selection.

k. The classification of any position which does not result in reduction in grade or pay of any employee.

Prior to taking final action in the matters excluded from this grievance procedure, Management shall notify the employee involved as to the specific rights of appeal, including the right to be represented in making an appeal.

Section 7. **Informal Resolution.** Prior to the filing of a formal grievance, the employee and/or the Union representative should attempt to resolve workplace disputes by meeting informally with the involved supervisor. The employee or union representative should bring the grievance to the attention of the supervisor within 10 calendar days of the incident or awareness of the incident. If the workplace dispute cannot be resolved informally within 10 calendar days of notification to the supervisor, the employee and/or the Union representative may use the following procedures to resolve the matter.

Step 1 - Area Manager. The initial formal step in the resolution of a grievance shall be a meeting request along with submission of a grievance form by the grievant and/or the Union representative to the grievant's Area Manager or acting Area Manager. Additionally, the grievant and/or Union representative must provide a courtesy copy of the notices to the IBEW 1245 Business Representative and the MP Region Labor Relations Office. This meeting shall be requested within 5 calendar days following the conclusion of the informal process. This meeting will be held within 10 calendar days from the date of request and will include at a minimum the Area Manager or designee, the grievant (unless mutually agreed by management and the IBEW representative), and Union representative. Additional attendees will be determined by mutual agreement and may include: the immediate Supervisor, other levels of supervision, and any witnesses. Within 10 calendar days of this meeting (unless there is a mutually agreed upon extension), the Area Manager, or designee, shall submit a written response to the grievant and/or the Union representative, setting forth the basis for the decision regarding the dispute, including all supporting documentation. If the parties are unable to resolve the grievance, the Union may refer the grievance to step 2 of the grievance procedure. The referral must be received within 10 calendar days following receipt of the Area Manager's response.

Step 2 - Labor Relations / IBEW 1245 Business Representative. Labor Relations and the Union Business Representative shall meet as soon as possible, but no later than 10 calendar days after receipt of the step 2 referral. The IBEW Business Representative and Labor Relations Representative may agree to resolve the grievance, conduct an independent investigation, or at the request of either party, refer the matter to a Fact Finding Team or to the Grievance Review Committee.

a. Fact Finding Team

1. The Fact Finding Team (FFT) shall be comprised of one individual appointed by the Bureau of Reclamation and one appointed by the Union.

2. The FFT will be given specific instructions and time lines for completing the investigation. If required for a complete investigation, these time lines may be adjusted by the FFT.
3. The FFT shall decide who will be interviewed.
4. The FFT shall arrange meetings with the interviewees.
5. The FFT shall prepare a non-partisan report of its findings, and shall submit the report to the Bureau of Reclamation Labor Relations and IBEW 1245 Business Representative within 10 calendar days following the completion of the investigation. If Labor Relations and IBEW Business representatives are not able to resolve the grievance, it shall be referred to the Grievance Review Committee (GRC).

Step 3 - Grievance Review Committee. The GRC shall be comprised of no more than 4 members to include a representative from Bureau of Reclamation Labor Relations office and 1 Management appointed representative, the IBEW 1245 Business Representative and 1 Union appointed representative (excluding the grievant). Each member of the GRC shall receive all available information concerning the grievance. Upon reaching unanimous agreement, the GRC shall issue a written decision, signed by each member of the committee, to the involved parties and other individuals as determined by the Committee. The decision is final and binding. If the grievance is not resolved by the GRC within 10 calendar days either party may submit it to mediation/arbitration by serving written notice to the other party. The notice must be postmarked or received by the grievant within 20 calendar days after the grievance was considered by the GRC. The parties mutually agree that they may resolve a dispute at any step in the process; however, resolution at Step 3 or below is without prejudice and non precedence setting to the position of either party, unless mutually agreed to otherwise.

Section 8. The Bureau of Reclamation will make every reasonable effort to effectuate remedies provided for in a grievance settlement within 30 calendar days of such settlement after receipt of all necessary information and/or documentation. If the Bureau of Reclamation fails to effectuate the grievance remedy within 30 calendar days, the Union may file a grievance concerning that failure.

ARTICLE VII Mediation and Arbitration

Section 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 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 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. Selection from the list shall be made within 15 calendar days of receipt from the FMCS or a later date as set by the Parties. If selection has not been made by the specified date, the list shall be returned with no selection and a new panel requested.

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

Section 6. The expenses of mediation and arbitration, including the compensation and expenses of any mediator or arbitrator, shall be borne equally by the parties. (Article amended effective April 9, 1990).

AMENDMENT No. 15

BASIC AGREEMENT

The authority to implement changes is the result of an Interim Award by Arbitrator John Kagel on May 16, 1980, which was approved by Commissioner of Water and Power Resources Service R. Keith Higginson on June 9, 1980; and subsequent Award by Arbitrator John Kagel on July 24, 1980, which was approved by Acting Commissioner of Water and Power

Resources Service D. D. Anderson on August 7, 1980.