

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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Supplementary Labor Agreement No. 1

GENERAL WORKING RULES

## GENERAL WORKING RULES

### ARTICLE I Work Schedules

Section 1. Management, in meeting its normal operating needs, shall schedule its work so as to provide regular days and hours of work for all employees. Work at other than regular days or hours may occasionally be required to meet special operating needs. In such cases, Management agrees to give the Union all possible advance notice and to seek agreement on any special work schedule conditions not specifically covered by provisions of this Article. Failure of the Parties to start or complete the negotiation of special work schedule conditions prior to starting such work shall not limit Management's right to pursue its work as scheduled to meet its special operating needs. However, negotiation of special work schedule conditions shall continue until agreement is reached. Thereafter Management shall act immediately to install any changes or conditions reached through negotiations.

Changes in schedule or hours shall not be ordered for the purpose of avoiding overtime payment to which employees would be otherwise entitled. Changes when ordered shall incur the payment of any penalty wage rate negotiated as a part of Supplementary Labor Agreement No. 2. Seasonal changes from one regular work schedule to another, mutually agreed to between local management and the local Union representative, shall not be construed as coming under the provisions of Section 2.4, Article I, Supplementary Labor Agreement No. 1; or Section 3, Article V, Supplementary Labor Agreement No. 2. The penalty pay entitlement set forth in Supplementary Labor Agreement No. 2, Article V, Sections 2 and 3 shall not be applicable whenever the schedule or shift of an employee is changed incidentally for three or more consecutive workdays for that employee to participate in formalized training. Changes shall be kept to the minimum required by operating needs. (Sections amended effective 5/24/78)

Formalized training as used in this Section is defined as any special effort where an employee may be relieved from regular shift or schedule, and/or the requirement to perform regular work assignments in order to participate. The special effort is not casual and must meet the following criteria:

1. Instructor-student relationship.
2. Structured instruction presented in orderly fashion.

3. Reinforce old knowledge or provide new knowledge.  
(Paragraph added 8/7/80)

### Nonshift Operations

Section 2. One shift operations, exclusive of drilling operations, shall be scheduled as shown in this Section.

Section 2.1. The regular workweek shall consist of five consecutive days of work. Normally these days shall be Monday through Friday; however Management may establish:

- (a) Temporary workweeks which include Saturdays and/or Sundays for the performance of necessary Saturday or Sunday work, provided that any temporary schedule shall cover at least three consecutive Saturdays or Sundays and shall be limited to work on a single job, or
- (b) Regular workweeks which include Saturdays and/or Sundays when necessary to perform work which cannot be performed during the normal Monday through Friday workweek.

Section 2.2. The regular workday shall consist of eight consecutive hours exclusive of the lunch period. The hours of work shall be between the hours of 7:00 a.m. and 5:00 p.m. with a lunch period of not less than one-half hour or more than one hour, to be taken between the hours of 11:00 a.m. and 1:00 p.m. The exact regular starting and quitting times and lunch periods, within these limits, shall be originally as set by Management and subsequent changes may only be made after consultation between local management and the local Union representative. Within these same limits, different regular hours of work may be established in different areas.

Section 2.3. Regular hours of work other than as provided in 2.2 may be established for employees performing janitorial duties, vehicle maintenance work requiring overlapping hours of work, or weed control. Other exceptions to 2.2 may be established upon a clear showing that such work cannot conveniently or practically be performed within normal work hours, subject to agreement with the Union that such a showing has been made. (Section amended effective 2/16/75)

Section 2.4. Management may temporarily require employees to work for periods of eight hours at other than their regular work hours when it determines that such work periods are

required. Such temporary work hours shall be subject to such penalty wage rates as may be negotiated as a part of Supplementary Labor Agreement No. 2. The exact starting and quitting times, lunch periods and shift rotation will be as agreed to by the local Union representative and the local management. (Section amended effective 2/16/75)

Section 2.5. Regular work schedules, established in accordance with the provisions of 2.1, 2.2 and 2.3 above, shall cover a period of not less than six weeks and shall be posted at all regular reporting places.

Section 2.6. In weed control operations starting and quitting times may be varied by mutual agreement between the employees and their Supervisor or Team Leader. (Section amended 9/15/98)

Section 2.7. During periods of hot weather the starting time of the regular eight-hour workday in one-shift operations may be advanced by mutual agreement between the local Union representative and local management for the purpose of working cooler hours in the day.

### Shift Operations

Section 3. Three-shift, seven-day-a-week operations, exclusive of drilling operations, shall be scheduled as shown in this section.

Section 3.1. The regular schedule for three-shift operations exclusive of drilling operations, may be established to start on any day of the calendar week, the schedules beginning on different days may be scheduled to provide for ten consecutive days of work and the four consecutive days of rest in the ten-four cycle shall be rotated among employees on an annual basis. However, should the local Union representative and local management agree on a different schedule or rotation frequency, the same may be placed in use without penalty. In the ten-four cycle the first two rest days shall be considered as the Saturday and Sunday for the preceding five workdays and the last two as the Saturday and Sunday for the following five workdays, except that these designations shall be made in the sequence Sunday-Saturday to the extent required to observe calendar Sundays. (Section amended effective 4/27/82 and 8/27/91.)

Section 3.2. The regular workday shall consist of eight consecutive hours with lunch allowed during duty hours, except for those employees assigned to the Tracy fish facility

operations or as otherwise indicated in this article. The shifts shall begin at 12:00 midnight, at 8:00 a.m. and at 4:00 p.m. However, should the local Union representative and the local management agree on different starting times, the same may be placed in effect. (Section amended 6/9/72 and 4/18/90).

Section 3.3. Regular work schedules shall cover a period of not less than six weeks and shall be posted at all regular reporting places.

Section 3.4. Any change of schedule or shift (other than established rotation) shall be subject to such penalty wage rates as may be negotiated as a part of Supplementary Labor Agreement No. 2. (Section amended effective 2/16/75 and 8/27/91.)

### Drilling Operations

Section 4. Drilling operations (including equipment service personnel) shall be scheduled as shown in this section.

Section 4.1. Employees shall be assigned to one, two or three-shifts-a-day operations according to operating needs. In multi-shift operations shifts shall be rotated at the beginning of each pay period. Work schedules shall cover a period of not less than two weeks and shall be posted at all regular reporting places.

Section 4.2. The regular workweek shall consist of five consecutive days of work. Normally those days shall be Monday through Friday, but workweeks which include Saturday and/or Sunday may be established for equipment service personnel when required by operating conditions. By mutual agreement between the employees and their supervisors, the workweeks of employees assigned to temporary duty stations may be scheduled "back-to-back" so as to provide four consecutive off-duty days.

Section 4.3. In one-shift operations the regular workday shall consist of eight consecutive hours exclusive of the lunch period. The hours of work shall be between the hours of 7:00 a.m. and 5:00 p.m. with a lunch period of not less than one-half hour or more than one hour, to be taken between the hours of 11:00 a.m. and 1:00 p.m. The exact regular starting and quitting times and lunch periods, within these limits, shall be set by Management. Within the same limits different regular hours of work may be established in different areas.

Section 4.4. In two-shift operations the regular workday

shall consist of eight consecutive hours exclusive of the lunch period. The hours established under 4.3 shall be maintained on the day shift. The additional shift shall be continuous with the day shift and shall be scheduled between 2:00 p.m. and 1:00 a.m. Lunch period scheduling shall be similar to the day shift, that is, not less than one-half hour or more than one hour to be taken at the midpoint of the work hours.

Section 4.5. In three-shift operations the regular workday shall consist of eight consecutive hours, except that those hours may be exclusive of a lunch period. The third shift shall begin between 11:00 p.m. and 1:00 a.m., the first between 7:00 a.m. and 9:00 a.m., and the second between 3:00 p.m. and 5:00 p.m.

Section 4.6. During periods of hot weather the starting time of the regular workday may be advanced by mutual agreement between the local Union representative and local management for the purpose of working cooler hours in the day.

#### Miscellaneous

Section 5. Subject to approval by local management, exchanges of schedule or shift in multiple shift operations may be made by mutual agreement between employees. All changes made by mutual agreement between employees shall be restricted to changes providing no basis for overtime, penalty or other premium payments. Further, they shall not serve to make any increase in Management's payments for personnel services. (Section amended effective 2/16/75)

Section 5.1. Schedule as used in this Article means days of work, and shift as used in this Article means hours of work. (Section added effective 2/16/75)

Section 5.2. An employee called for jury duty will be granted the necessary time off for this purpose with the following conditions:

1. Upon receiving summons or notice of jury duty report date, the employee shall notify his or her supervisor the workday following receipt of the notification.
2. Jury duty will result in shift (or Alternate Work Schedule) workers being rescheduled to an 8-hour day shift, Monday through Friday at the employee's basic rate of pay while on jury duty. If released from jury duty prior to the end of the pay period, the employer will return the employee to his/her previously scheduled shift

within one day to assure 80 hours for the pay period.

3. Employees released by the court before the end of the employee's regular work hour shall return to work provided such dismissal occurs at least two (2) hours before the conclusion of such hours of work.

4. The employee must provide documentation from the court of the actual dates and hours of jury duty (to be retained with the Time and Attendance Report).

5. Any fees that an employee receives from a court for services rendered while on court leave must be turned in to the local Finance Office point of contact. Mileage and parking fees may be retained by the employee. (Section added 11/28/01)

## ARTICLE II Reporting Place and Travel

Section 1. Except as provided in Section 2, each employee shall have a designated reporting place. Such reporting place shall be designated by Management and shall be reasonably close to the agreed center of the community in which the duty station is located or which serves as its nearest adequate residential area. Employees shall report at the reporting place at the commencement of the workday and after reporting shall be regarded as on duty. Travel from shop to shop (travel between the reporting place and the place of work) shall be part of the employee's work time and any transportation necessary shall be provided by Management.

Section 2. Employees operating or servicing more than one plant or facility may have different reporting places different days or seasons on a regularly scheduled basis, provided all such places are reasonably equivalent reporting places within the local commuting area.

Section 3. Management may make changes of reporting place, subject to the criteria in Sections 1 and 2, after first obtaining and considering the Union's views in the matter. The question of whether or not the criteria outlined in Section 1 and 2 was reasonably applied may be resolved through the grievance procedure.

Section 4. For those employees who are not in an official travel status, Management may temporarily change the reporting place by giving said employee a minimum of 16 hours'

notice, providing that such changing of the reporting place does not impose a greater hardship on the employee than that to which the employee is normally subjected when commuting to the regular reporting place.

Section 5. When an employee is required to travel away from headquarters in the performance of official duties the employee will be entitled to receive a per diem allowance as provided by the established practices of Management. Per diem allowances will be computed in accordance with the Standardized Government travel regulations.

Section 6. Employees assigned to a temporary duty station from a regular duty station shall receive 24 working hours notice for assignments of five days or more; or 24 hours notice for assignments of less than five days. However, in case of events beyond the control of local management or emergency where life, property or service to customers is jeopardized, such assignments may be made on shorter notice. In such cases an employee will either be given an opportunity to pick up a traveling bag from place of lodging or this service will be provided. Sixteen hours notice shall normally be given for assignment from one temporary duty station to another. In any event, sufficient notice shall be given to allow the employee to check out of temporary quarters at no loss to the employee. (Section amended effective 4/27/82)

Section 7. Whenever it is necessary for employees to establish temporary residence at temporary duty stations they shall be given a reasonable length of time while in travel status to obtain adequate living quarters before reporting to the designated temporary reporting place, unless reservations have been made in advance.

Section 8. For employees in official travel status and assigned to temporary duty stations, the reporting place shall normally be the place within the temporary duty station area where the vehicles transporting the employees remain overnight. Employees on detail to other offices, however, shall report as if permanently assigned to the other office. (Article amended 1/27/67)

### ARTICLE III

#### Meals

Section 1. When an employee is required to work on his non-workdays or wholly outside of regular hours,



Management shall provide a meal break at intervals of approximately four hours but not more than five hours for as long as the employee continues to work.

Section 2. When an employee is required to work beyond regular quitting time, a meal break will be allowed one and one-half hours after the regular quitting time and after every four to five hours of work thereafter until the work is completed. (Section amended effective 4/27/82)

Section 3. When an employee is required to report to work on workdays starting two hours or more before regular starting time and the employee continues to work into the regular work hours, a meal break shall be allowed about breakfast time. If the supervisor determines the meal break will not be provided within two hours of entitlement, the employee shall be paid an additional one-half hour at the overtime rate upon dismissal. (Section amended 8/7/80, 9/15/98 and 11/28/01)

Section 4. Except as provided in Section 5, overtime will be paid on a straight through basis and an employee working said overtime will be paid for time taken for meals. Mealtime in these cases, including any necessary travel time, will be kept to a minimum until the work is completed. When a meal is due on dismissal from work the time allowable therefore will be one-half hour. In emergency overtime, at the discretion of the supervisor, the crews may be required to eat in shifts or one employee may be sent to bring meals to the entire crew. (Section amended 9/15/98 and 11/28/01)

Section 5. When an employee performs prearranged work on non-workdays during regular hours, usual lunch arrangements will be observed. If such work continues after regular hours or is scheduled outside regular hours, the foregoing paragraphs shall be applicable.

Section 6. Employees not customarily afforded a formal meal break shall, where practical, be afforded an opportunity to eat while on duty. In any case in which such employee is not afforded an opportunity to eat on either a regular shift or an overtime shift of 1 ½ hours or more appended to a regular shift, the employee shall be credited with ½ hour paid mealtime on dismissal from the shift. (Section added 6/30/71, 1985, 9/15/98 and corrected 11/28/01)

ARTICLE IV  
Leave

Section 1. Vacation schedules shall be determined by Management after due consideration of employee preferences.

Section 2. Annual Leave shall be applied for and approved in advance. If an employee is unable to make the request previous to an unexpected period of leave due to an emergency, the employee shall notify the supervisor or Team Leader as early as possible. Absence from duty without authorization will be considered a non-pay status for the entire period during which the employee is absent. (Section amended 9/15/98)

Section 3. Sick leave shall be administered in accord with appropriate regulations. (Section added effective 2/16/75)

Section 4. Leave without pay shall be administered in accord with appropriate regulations. (Section amended effective 4/18/90).

ARTICLE V  
Work Outside of Classification

Section 1. Employees shall not be required to perform work outside their classification, except for small amounts of related incidental work associated with the primary work assignment. (Section amended effective 4/18/90).

Section 2. When employees are assigned to work in a classification higher than their regular classification, the employees shall be paid for the time worked in the higher classification at the rate therefore, provided that such time worked is not less than two (2) hours during the day. Such time worked may be accumulated over an eight (8) hour period by intervals of not less than one-half hour. (Section amended 6/9/72)

Section 3. All upgrades in a headquarters shall be reviewed by local management as of a regular review date annually. Each review shall cover the preceding twelve-month period and no more than eight (8) hours for any one day shall be counted in the review. This information will be made available to the local Union representative. (Section added effective 2/16/75)

Section 4. When employees in a relief classification are assigned to work in a classification higher

than their relief classification, the employees shall be paid for the time worked in the higher classification at the relief rate therefor, provided that such time worked is not less than two (2) hours during the day. Such time worked may be accumulated over an eight (8) hour period by intervals of not less than one-half hour. (Section added effective 7/7/74)

Section 5. This section provides guidelines and implementation procedures for offices to upcode Bargaining Board (BB) employees. It is to be used in conjunction with all other applicable laws, policies, regulations, and precedents. This section supercedes the MOU dated May 9, 2000.

Section 5.1. Upcoding of temporary employees will be situational and reviewed and approved on a case by case basis by the IBEW Business Representative and local management.

Section 5.2. Upcoding is a temporary pay increase of BB employees under provisions of Section 2 of this Article. Only employees who are qualified for the classification should be upcoded. Qualification determinations will be based on the current crediting plan on file in the Human Resources Office. Prior qualification determinations will be reviewed when significant changes to the crediting plans are made.

When it is known in advance that an upcode assignment will last for more than 60 calendar days, an official personnel action (SF-52) must be processed to temporarily promote the employee. Upcode assignments which are expected to last for more than 120 calendar days must be processed under merit promotion procedures.

Upcoding work shall be distributed among the employees in the same classification and in the same duty station as equally as is practicable.

Determinations for inclusion on the upcode list will be made by senior qualified volunteers based on service computation date (SCD).

Section 5.3. Both the requesting office and the Human Resources Office have procedures and responsibilities in the administration of upcoding as follows:

A. Requesting Office:

(1) Determines those employees to be considered for upcoding and completes form MP-889. Assignment of employees to perform work outside their regular classification is a

management decision based on work requirements. Management should not upcode an employee until form MP-889 (See SLA 1, Article V Section 5, Exhibit 1) has been returned verifying the qualifications. The supervisor must certify to the experience of the employee.

(2) (a) Submits form MP-889 and an updated application/resume and supplemental experience form to the servicing Human Resource Services personnel to upcode the employee.

(b) If the upcode has not been established for a proposed job classification, include a brief description of the duties with a proposed job definition, the reasons the job definition is needed, and the expected duration of the need.

(3) (a) Maintains a copy of the MP-889 on all employees.

(b) Records should be reviewed annually by management to ensure accuracy.

(c) Provides the local designated steward a listing of employees qualified for upcoding at the end of each calendar year in accordance with Section 3 of this Article.

(4) Maintains time and attendance records in accordance with existing directives. The employee's supervisor is responsible for verifying the accuracy of the time and attendance upcodes.

(5) Monitors upcode costs to ensure costs are kept to a minimum and the upcode is required.

## B. Human Resources Office

### Human Resource Services:

(1) Review upcode request to verify the bargaining unit status of the employee.

(2) Review request to ensure upcode job definition classification is current.

(3) If upcode job definition is a proposed classification, works to establish an upcode job definition. Once established, contacts the Labor Relations Officer to establish an upcode rate for the new job definition.

(4) Determine the qualifications of the employee utilizing

the application/resume, supplemental experience form and established crediting plans.

(5) Forwards a copy of the completed MP-889 indicating "qualified" or "not qualified" to the requesting office and files the original on the left side of the employee's Official Personnel Folder.

Labor Relations Officer:

(1) Will provide a listing of employees qualified for upcoding to the IBEW Local 1245 at the end of each calendar year.

## ARTICLE VI Dual Classification Appointments

Section 1. Management may give an employee a dual classification appointment for the purpose of performing two distinct classifications of work within the same craft. This type of appointment shall be limited to the needs of Management.

Section 2. In order for an employee to be eligible for a dual classification appointment, the employee must possess the minimum qualifications for both classifications included in the appointment.

Section 3. All dual classifications shall be reviewed by local management as of a regular review date annually. Each review shall cover the preceding twelve-month period and shall apply to all dual classification appointments at least one (1) year old on that review date. When the higher of the two classifications shows more than seventy percent (70%) of the time reported, such dual classification shall be eliminated and a single classification at the higher rate shall be established. Suitable personnel action shall be effective within sixty (60) days of review date. (Section amended effective 7/7/74)

Section 4. An employee given a dual classification appointment shall be paid on the basis of the time worked in the two classifications. The minimum period of assignment outside the primary classification shall be two hours in any one day to entitle an employee to compensation at other than the primary rate of pay for the hours actually worked outside the primary classification. The two-hour minimum may be accumulated over an eight-hour period in increments of not less than one-half hour. Primary classification as used in this Article shall by regulations be that classification which is the

lower paid of the two classifications. (Section amended 6/9/72)

Section 5. Compensation for leave, holidays, or any other absence from work in pay status ordinarily shall be at the rate of pay for the primary classification. In all cases of absences in pay status exceeding four consecutive work days and/or holidays, employees shall be returned to their primary classifications for the entire period of absence in pay status. The compensation for shorter periods of absence in pay status

shall be at the same rate or rates that the employee would have received in duty status.

## ARTICLE VII Training

Section 1. To implement the apprenticeship and promotional training system described in Article III, Section 6 of the Basic Agreement, an Office Craft Training Committee shall be established at each operating office where promotional training is operative. The Office Committee shall not exceed 10 persons, with equal representation by both management and labor. Labor representatives shall be designated by the Business Representative of IBEW Local 1245 after consultation with the Field Office Management. Management representatives shall be designated by the Chief of the Field Office concerned. The Business Representative of Local 1245 shall be one labor representative on the committee. A Project Craft Training Committee shall also be established. The Project Committee will consist of one labor representative from each Field Office, designated by the Business Representative of IBEW Local 1245, after consultation with the Field Office Management; one management representative from each Field Office, designated by the Chief of the Field Office; plus the IBEW Business Representative, and one representative from the Regional Personnel and Management Office. An Executive Secretary (ex officio) shall be provided by the Regional Division of Personnel and Management. The functions, duties, and responsibilities of these committees shall be as described in appropriate training plans. (Section amended effective 2/16/75)

Section 2. Commercial driver's license (CDL) required to qualify for the job is the responsibility of the individual. When an employee's job description requires a commercial driver's license (CDL) MP Region will pay the cost of the physical examination and any additional training required by the employer. After initial employment, if the MP Region changes the requirements of a position causing the need for a CDL,

incumbents will be reimbursed for the initial cost of the driver's license fee, and any related expense including training.

#### ARTICLE VIII Negotiations

Section 1. To implement the negotiating procedure set forth in Article IV, Section 1, of the Basic Agreement, the Union participants in conferences shall consist of an equal number of representatives as agreed to by the Parties (not more than 5) chosen by the Union from among bargaining unit employees and by the Region among its supervisory staff.

Section 2. The delegates shall attend the negotiation conference in an official duty status, not to exceed limitations set by Federal regulations, Statute, or Executive Order. Two such delegates shall attend in an official duty status when the parties exchange proposals. Other interested employees may attend as observers, subject to ordinary administrative approval of any necessary releases from duty and with charges to annual leave for the periods of absence.

Section 3. When delegates attend preparatory conferences, they shall do so by formal application for leave at least seven (7) days in advance of such conference and shall do so at no cost to Management for travel or per diem.

Section 4. Additional members of negotiating committees and/or special task groups for which Union pays wages shall be granted leave without pay, provided formal notice of seven (7) days is given and there is no cost to Management for travel or per diem because of such service. (Article rewritten 4/18/90).

#### ARTICLE IX Disciplinary Action

Section 1. Management may, for just cause, suspend the services of any employee and such suspension shall separate the employee from pay status. Management shall submit to the employee, in duplicate, written notification of the suspension action, rights to appeal, and the name of the Union representing the employee. The employee may furnish a written copy to the Union. All suspensions, terminations, or discharges of employees will be made in accordance with the applicable rules and regulations. (Section amended effective 8/7/80)

ARTICLE X  
Reductions in Force

Section 1. Management agrees to give the maximum amount of advance notice, consistent with sound management, of contemplated reductions in force. As soon as practicable after notice of reduction in force has been issued, reduction in force lists shall be prepared and shall be open for inspection to employees affected thereby and to representatives of the Union. All reductions in force, re-employments and re-promotions will be made in accordance with rules and regulations.(Section amended effective 6/2/83)

Section 2. Management agrees to give employees demoted in reductions in force first consideration when re-promotion opportunities occur. (Section added 1/27/67)

ARTICLE XI  
Voluntary Allotments for Payment of Union Dues

Section 1. For all employees covered by the General Labor Agreement, who individually and voluntarily sign the standard form prescribed by the Comptroller General for employees' authorization of allotments, Management shall, in accordance with the pertinent Office of Personnel Management and Department of the Interior regulations, deduct from the earnings payable to each such employee the amount of regular membership dues as fixed by the Union in accordance with its Constitution and By-Laws.

Section 2. The Parties recognize a joint responsibility to inform employees concerning the allotment program, including the conditions governing revocations of allotments, and to ensure that allotments are made voluntarily. The Union shall purchase and distribute the standard allotment authorization form.

Section 3. Deductions of dues shall be made each payroll period, beginning with first complete payroll period following receipt of the signed allotment form in the payroll office, in the amount certified by the Financial Secretary of the Union. The withholding of the dues as authorized by an allotment will not be made for an employee whose net wages after other legal and required deductions are not sufficient to cover the amount of the authorized dues deduction, but if a deduction



is not made on any payroll through administrative oversight by Management, that same deduction shall be made on the next available regular payroll. The amount of dues certified on the original allotment form shall remain the basis for the deductions until the Financial Secretary of the Union certifies to the payroll office that the amount of the employee's regular dues has changed. Such certifications may not be made more frequently than once each year as measured from the date of the first dues change made. Changes in deductions for employees shall be effective as of the beginning of the first complete pay period after receipt of the certified change by the payroll office, or a later payroll period if requested by the Union. (Section amended 6/19/73)

Section 4. All deductions made by Management shall be transmitted by check to the Financial Secretary of the Union not later than five (5) days from the payday when they are deducted, together with a listing of the employees' names and amounts withheld and notification of employees withdrawing from the withholding program with the reason for such withdrawal, such as: retirement, separation or revocation.

Section 5. In the event an employee is expelled from or ceases to remain a member in good standing, the Union shall promptly notify the payroll office in writing and the employee's allotment shall be canceled as of the beginning of the first complete pay period thereafter. (Section amended 6/19/73)

Section 6. Employee requests for revocations of allotments shall be made in writing, preferably but not necessarily on a standard form to be available in Management offices and to be furnished the Union by Management. They may be filed either with the Union or Management. Revocations will be effective at the beginning of the first pay period following March 1, provided the requests are received in the payroll office before the first day of March. (Section amended 8/7/80)

## ARTICLE XII Safety

Section 1. The Parties recognize that there is a common interest in safety on the job and agree to cooperate in the development and promotion of this common interest.

Section 2. Management agrees to comply with all Federal safety and health laws, rules, and regulations. Failure

of Management to comply with such laws, rules and regulations shall be deemed a violation of this Agreement. (Section added effective 2/16/75)

Section 3. Each Field Office shall hold safety meetings for all employees at least once each quarter. Where it is unreasonable to bring all employees together at one time, these meetings may be by sections. If because of shift work or isolated locations some personnel cannot participate even in section meetings, they shall be given copies of the minutes of appropriate meetings. (Section amended effective 5/24/78 and 8/7/80)

Section 4. Each employee shall be provided with on the job training in certain basic elements of first aid. This program shall include refresher training at 2-year intervals.

Section 5. Semiannual safety inspections shall be made of facilities and work areas by a committee of three, including at least two Bargaining Board employees appointed by the Head of the Field Office, after consultation with Union. The committee shall be free to schedule its own inspections and must report at the next scheduled safety meeting. When necessary for the safety of the committee or to explain technical problems in safety, a supervisor may be named to accompany the committee, but is not to influence its findings. (Section amended effective 5/24/78, 9/15/98 and 11/28/01)

Section 6. Union shall appoint a member to serve on an appropriate safety committee in each Field Office. Such appointee shall be a full-time Union representative. Union may appoint an alternate, to serve in the absence of the representative. Such committee shall establish a regular monthly meeting schedule and all members shall be advised of any necessary change in the normal meeting schedule. (Section amended effective 5/24/78, 8/7/80 and 9/15/98)

Section 7. Union shall appoint one member to serve on the Regional Safety Committee. Such appointee shall be a full-time Union representative. Union may appoint a full-time Union representative to serve as an alternate. (Article added 6/30/67) (Article amended and sections renumbered effective 2/16/75)

ARTICLE XIII  
Inclement Weather Practice

Section 1. Management shall be responsible to determine whether severe weather conditions warrant cessation or modification of work assignments. In arriving at such a decision, Management shall consider such factors as (a) employee health and safety, (b) undue hazards, (c) operating requirements, (d) service to the public, (e) job site working conditions, (f) anticipated duration of time required to leave unfinished job in a safe condition, (g) severity and anticipated duration of weather (i.e. snow, ice, fog), (h) distance from job site to operating headquarters, and (i) other contract commitments (section amended 8/27/91).

Section 2. Employees who are unable to work in the field because of inclement weather or other similar causes may be held pending emergency calls, may be given first aid, safety or other instruction, or they may be assigned to perform

miscellaneous duties in sheltered locations. (Article added 6/25/70)

ARTICLE XIV  
Letters of Agreement

Section 1. All Letters of Agreement shall be contained in Exhibit 1 of this Article. The term and/or cancellation provisions of such Letters of Agreement shall be contained in the text of each letter. All Letters of Agreement shall be signed by the Business Representative of Local 1245, IBEW and the Chairman of the Management Negotiating Committee and submitted to the Regional Director. (Article added effective 2/16/75)

AMENDMENT NO. 16

Supplementary Labor Agreement No. 1

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.

Letter of Agreement No. 1  
SLA 1, Article XIV, Section 1, Exhibit 1

Subject: Reporting Places and Travel, Shasta Office

The Parties to this Letter of Agreement agree that the commuting area for the Shasta Office encompasses Shasta and Keswick Powerplants. Each of these facilities is a work site for hourly maintenance employees of the Shasta Office (CVP).

When management determines that workload requirements necessitate the movement of personnel between powerplants, hourly maintenance employees who normally report to Shasta or Keswick powerplants may be subject to a temporary change of reporting place to Shasta or Keswick Powerplants. Such temporary changes will be made after maximum notice possible to affected employees, with minimum notice of 16 hours, consistent with Article II, Section 4, Supplementary Labor Agreement No. 1.

The changes will be distributed as equitably as possible among the employees and the crafts required.

This Letter shall remain in effect unless modified or terminated by mutual agreement of the Parties.

Requested: /s/ William Gibbons  
11/28/01  
For Michael J. Ryan, Area Manager

Date

Recommended: /s/ Dennis Seyfer  
11/28/01  
Dennis K. Seyfer

Date

Business Representative  
Local Union 1245

Recommended: /s/ Deborah L. Serrano  
11/28/01  
Deborah L. Serrano, Chair

Date

Management Negotiating Committee

Approved: /s/ Kirk C. Rodgers  
\_\_\_\_\_  
Kirk C. Rodgers, Regional Director

Date

(This revision supersedes Letter dated 6/8/76 and 3/26/82)

Letter of Agreement No. 2  
SLA 1, Article XIV, Section 1, Exhibit 1

Subject: Relief Classifications, Shasta and Keswick  
Powerplants

When an employee in the relief classification is scheduled to work at Shasta Powerplant or Keswick Powerplant and it later becomes necessary to temporarily change the reporting place, the employee may be reassigned to either powerplant without the normal 16 hours notice provided by Supplementary Labor Agreement No. 1, Article II, Section 4.

All other wage differentials, premium and penalty rates remain applicable.

This Letter shall remain in effect unless modified or terminated by mutual agreement of the Parties.

Requested: /s/ J. Paul Capener  
1/25/82  
Date Project Superintendent

Recommended: /s/ Peter R. Dutton  
3/16/82  
Date Business Representative,  
Local Union 1245

Recommended: /s/ Henry E. Masterson  
3/23/82  
Date Chairman, Regional Negotiating  
Committee

Approved: /s/ M.A. Catino  
3/26/82  
Date Regional Director

(This revision supersedes Letter dated 5/17/76)

Letter of Agreement No. 3  
SLA 1, Article XIV, Section 1, Exhibit 1

Subject: Special Schedule, Control Operators at Keswick  
and Shasta Powerplants

To meet the changing needs in plant operations, Control  
Operators may be assigned to a special schedule at Keswick  
and/or Shasta Powerplants. This schedule will be Monday  
through Friday from 8:00 a.m. to 4:00 p.m. The operator in  
each case will report to either Keswick or Shasta  
Powerplant and will eat their meal while on duty.

This Letter shall remain in effect unless modified or  
terminated by mutual agreement of the Parties.

Requested: /s/ J. Paul Capener  
1/25/82  
Date Project Superintendent

Recommended: /s/ Peter R. Dutton  
3/16/82  
Date Business Representative,  
Local Union 1245

Recommended: /s/ Henry E. Masterson  
3/23/82  
Date Chairman, Regional Negotiating  
Committee

Approved: /s/ M.A. Catino  
3/26/82  
Date Regional Director

(This revision supersedes Letter dated 3/16/81)



Letter of Agreement No. 4  
SLA 1, Article XIV, Section 1, Exhibit 1

Subject: Acting Team Leader, Tracy Fish Facilities

Consistent with SLA 2, Article I, Section 2, when an acting team leader is appointed on days when the regular supervisor is on leave, the acting team leader will perform the duties as assigned in his regular work schedule at the Tracy Fish Facilities.

This letter shall remain in effect unless modified or terminated by mutual agreement of the Parties.

Requested: /s/ Antonio Buelna  
11/28/01  
Date For William H. Luce, Area Manager

Recommended: /s/ Dennis Seyfer  
Dennis K. Seyfer  
Business Representative  
Local Union 1245  
11/28/01  
Date

Recommended: /s/ Deborah L. Serrano  
11/28/01  
Deborah L. Serrano, Chair  
Management Negotiating Committee  
Date

Approved: /s/ Kirk C. Rodgers  
\_\_\_\_\_  
Date Kirk C. Rodgers, Regional Director

(This revision supersedes Letter dated 5/17/76 and 3/26/82)

Letter of Agreement No. 5  
SLA 1, Article XIV, Section 1, Exhibit 1

Subject: Special Schedule, Control Operator at Folsom  
Powerplant

To meet the changing needs in plant operations, one Control  
Operator may be assigned to a special schedule at the  
Folsom Powerplant. This schedule will be Monday through  
Friday from 8:00 a.m. to 4:00 p.m. The Control Operator  
will eat the lunch meal while on duty.

This Letter shall remain in effect unless modified or  
terminated by mutual agreement of the Parties.

Requested: /s/ William O. Brown  
1/26/82  
Project Superintendent  
Date

Recommended: /s/ Peter R. Dutton  
3/16/82  
Business Representative,  
Date  
Local Union 1245

Recommended: /s/ Henry E. Masterson  
3/23/82  
Chairman, Regional Negotiatin  
Date  
Committee

Approved: /s/ M.A. Catino  
3/26/82  
Regional Director  
Date

(This revision supersedes Letter dated 5/17/76)

Letter of Agreement No. 6  
SLA No. 1, Article XIV, Section 1, Exhibit 1

Subject: Certified Resident Plant Mechanics, Certified Resident Electricians and Certified C & I Mechanics in the Mid-Pacific Region.

Resident Plant Mechanics, Resident Electricians and Resident C&I Mechanics positions may be used at Trinity and New Melones powerplants. Other CVP powerplants may use residents with concurrence of Local Union 1245. Residents will be trained and certified to perform switching operations in accordance with Reclamation safe clearance procedures. When it is necessary to operate these features locally, each certified resident journeyman may perform the following functions for periods of time not to exceed 4 hours per day individually per day in the absence of a regularly scheduled operator:

- a) Operate all plant equipment.
- b) Monitor meters and equipment and complete reports as required.
- c) Note any conditions affecting operations and report the condition to the appropriate authorities.
- d) Performs all necessary switching operations.

Residents will work under the technical direction of a Senior Control Operator or Control Operator depending on the work activity. Control Operator use will remain status quo. The wage rates for residents shall be 105% of the individual's basic hourly rate of pay. Resident's training will have Regional Apprenticeship Committee oversight. Internal hires who fail the resident-in-training program have the option of returning to their core crafts. No change in the current operation as it pertains to New Melones call-out from the Hydrosystem Controllers. This letter shall remain in effect unless modified or terminated by mutual agreement of the Parties. (Letter amended 10/30/06)

Requested: /s/ Dan Netto  
Chief, Operations, Maintenance & Engineering  
Date: 10/30/06  
Central California Area Office

Recommended: /s/ Samuel A. Glerro  
Business Representative, Date:  
10/30/06  
Local Union 1245

Recommended: /s/ Deborah L. Serrano  
Chairperson, Management Negotiating  
Date: 10/30/06  
Team

Approved: /s/ Kirk C. Rodgers  
Regional Director  
Date:  
11/21/06

(This revision supersedes Letter dated 1/22/96.)

Memorandum of Understanding No. 1  
SLA 1, Article XIV, Section 1, Exhibit 2

Subject: Compressed Work Schedule for Bargaining Board  
Employees Assigned to Drilling Operations

Introduction: This Joint Statement records the agreement between representatives of International Brotherhood of Electrical Workers, Local Union 1245 and the Water and Power Resources Service, Mid-Pacific Region, concerning the establishment of a compressed schedule for Bargaining Board employees assigned to drilling operations.

1. Purpose and Authority: The purpose of this Joint Statement is to set forth the terms and conditions of a nonstandard compressed schedule. Such schedules are authorized on an experimental basis by the Federal Employees Flexible and Compressed Work Schedules Act of 1978 (Public Law 95-390). This act authorizes Federal agencies to experiment with flexible and compressed employee work schedules during a 3-year period. The schedule herein defined may be implemented on the first day of the first pay period following approval as required by Public Law 95-390 and will terminate not later than March 28, 1982, unless further extension is agreed upon by the parties and authorized by appropriate authority.

2. Employees Covered: The schedule defined in this Joint Statement will be applied to all hourly paid employees assigned either on a permanent or temporary basis to the Drill Crew in the Exploration Section of the Division of Design and Construction.

3. Schedule: The basic work week shall consist of 4 consecutive workdays of 10 hours each and 3 non-workdays, or 8 consecutive workdays of 10 hours each and 6 non-workdays exclusive of the lunch period during each regular payroll period.

The Union Business Representative shall be promptly notified of the shift and schedule and any changes under this Agreement.

4. Temporary Changes and/or Termination: SLA 2, Article V, Section 2 governs.

5. Overtime: SLA 2, Article III of the General Labor

Agreement shall govern, except for Section 1(b).

For those employees covered by this Agreement, definition (b) shall be time worked in excess of ten (10) hours on a workday.

6. Holiday Work: SLA 2, Article IV of the General Labor Agreement shall govern except that holidays shall be considered as days worked under the schedule in Section 3 of this Agreement.

When a holiday occurs on either the first or second non-workday, the last preceding workday shall be the designated holiday for pay purposes. Otherwise, the designated holiday shall be the workday nearest the holiday.

7. Leave Administration: Employees assigned to this schedule will be charged for 10 hours of leave for each full day of annual leave or sick leave taken.

8. Relationship with General Labor Agreement: The provisions of the General Labor Agreement apply except in those specific provisions addressed above in this Joint Statement of Agreement.

Recommended:

For the Service

For the Union

/s/ Henry E. Masterson  
1/8/80

/s/ Henry B. Lucas

Chairman, Negotiating Committee  
Committee

Chairman, Negotiating

Executed:

/s/ B. E. Martin  
Regional Director

Approved:

/s/ B. H. Spillers 1/18/80  
Office of the Commissioner

Memorandum of Understanding No. 2  
SLA 1, Article XIV, Section 1, Exhibit 2

Subject: Pay Retention

The Parties hereto agree that the Union may at anytime initiate bargaining to provide 24 months pay retention for bargaining unit employees. This Memorandum of Understanding may be cancelled by mutual agreement of the Parties.

/s/ Henry E. Masterson  
Henry E. Masterson, Chairman  
Chairman  
Management Negotiating Committee

/s/ Peter R. Dutton  
Peter R. Dutton,  
Union Negotiating  
Committee

Approved 1/6/83  
Date

/s/ M. A. Catino  
M. A. Catino  
Regional Director

Memorandum of Understanding No. 3  
SLA 1, Article XIV, Section 1, Exhibit 2

Subject: Scheduling of Leave for Hydro-system Relief Operators

This memorandum of understanding is entered into between the undersigned parties to resolve an issue of concern regarding the scheduling of leave for Hydro-system Relief Operators assigned to the Mid-Pacific Regional Office and located off-site. This agreement is specific to the parties and does not establish precedent for use by any other representative.

The following is agreed upon:

When a Relief Controller's regularly scheduled day off falls on Thanksgiving Day or Christmas Day, Management will not change the duty schedule to accommodate coverage because of an annual leave request.

/s/ Gary Mai  
Gary Mai - Business Representative  
Office  
Local 1245

/s/ Patricia L. Rivera  
Patricia L. Rivera - Regional

March 4, 1994  
Date

March 4, 1994  
Date



Memorandum of Understanding No. 4  
SLA 1, Article XIV, Section 1, Exhibit 2

Subject: Alternate Work Schedule for NCAO

This Memorandum of Understanding is entered into between the Northern California Area Office (NCAO) United States Bureau of Reclamation and the International Brotherhood of Electrical Workers Local 1245 (Union).

The NCAO and the Union both support the use of Alternative Work Schedules (AWS) as a Human Resource initiative designed to benefit both the employees and employer with consideration of management, organizational, and operational requirements. It is essential that any AWS adopted, continues to schedule adequate numbers and types of skilled maintenance personnel during the full calendar work week, and that any AWS adopted does not negatively impact work operations.

It is the intention of the Union to work together in an equal partnership with the NCAO to resolve any unforeseen problems which may arise in administering this work schedule. It is understood and agreed that if any provision of this proposal is in conflict with provisions of the Labor Agreement between the parties, the provisions of this Agreement shall prevail. In all other respects the terms and conditions of the said Labor Agreement shall remain in full force and effect.

For the purpose of this agreement, a compressed work schedule is a fixed work schedule consisting of 40 hours of work in a week or 80 hours of work in a bi-weekly pay period with fewer than 5 or 10 workdays respectively.

All Bargaining Unit employees, with the exception of the Operations Division Self-Directed Team assigned to the NCAO are covered by the terms and conditions of this agreement.

#### SECTION 1 - PROCEDURAL REQUIREMENTS

1. Per SLA I Article 1 Section 1: Management in meeting its normal operating needs, shall schedule its work so as to provide regular days and hours of work for all employees. Work at other than regular days or hours may occasionally be required to meet special operating needs. In such cases Management agrees to give the Union all

possible advance notice and to seek settlement on any special work schedule conditions not specifically covered by provisions of this Article.

2. Except to satisfy special operating needs as described above and in SLA I Article 1 Section 1, Bargaining Unit personnel will not be forced to work an alternative work schedule. Those who wish to remain on a 5 eight-hour work day schedule may do so.

3. The AWS must not cause any adverse affect upon employee safety or impair Reclamation's ability to effectively and efficiently operate and maintain its facilities or features.

4. Employees covered by this agreement who are on temporary duty assignment or travel status, where the compressed work schedule is incompatible with the hours of work actually being performed (such as attending formal training courses), may be returned to a conventional work schedule (5 eight-hour work days per week) at the discretion of the Office for the duration of the assignment. Such changes will normally be made for a period of at least one week, and a minimum of 24 hours advance notice will normally be given to affected employee(s). For the purpose of formal training, the definition of formal training will be the one listed in the Bargaining Agreement. Such changes to an 8-hour workday will not be made during the holiday weeks, unless formal training is provided during that week. The Office will make every effort to schedule training during weeks other than holiday weeks.

5. Overtime rates will be paid for work in excess of AWS hours.

6. Any annual leave, sick leave or other absence from duty will be charged according to the AWS being worked.

7. Employees will be paid at the basic wage rate for holidays according to the AWS being worked; 10 hours for 10-hour days, 8 hours for 8-hour days. When work is performed on a holiday, the provisions of the Labor Agreement will apply.

8. 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. When the holiday falls on the third non-workday, the next workday shall be designated as the "in lieu of" holiday.

9. Both the NCAO and the Union realize that every situation cannot be covered by this agreement, and both agree to work together in resolving any problems that may arise in implementing this agreement. The Interest Based Bargaining procedure will be used to arrive at a consensus for any issue that cannot be agreed upon between the parties.

10. Changes in individual work schedules will be approved by the supervisor and documented by the use of the existing forms containing the signature of the employee and the supervisor.

SECTION 2 - CONTINUATION of ALTERNATIVE WORK SCHEDULE

Both the NCAO 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 NCAO or the Union, the alternative work schedule, adversely affects Reclamation operations or the employees.

The NCAO or Union must provide a 30-day notice in writing if a request is submitted to return AWS employees to a 5 days per week, 8-hours per day work schedule. The Interest Based Bargaining process will be utilized by the parties before returning to a 5-day work week.

For the Northern California  
Area Office

For IBEW Local 1245

/s/ Michael J. Ryan 06/25/97  
Michael J. Ryan                      Date  
NCAO Area Manager

/s/ Gary Mai 06/25/97  
Gary Mai                      Date  
IBEW Local 1245 Business

Representative

Memorandum of Understanding No. 5  
SLA 1, Article XIV, Section 1, Exhibit 2

Subject: Alternate Work Schedule for CCAO

This Memorandum of Understanding is entered into between the Central California Area Office (CCAO) United States Bureau of Reclamation and the International Brotherhood of Electrical Workers Local 1245 (Union).

The CCAO and the Union both support the use of Alternative Work Schedules (AWS) as a Human Resource initiative designed to benefit both the employees and employer with consideration of management, organizational, and operational requirements. It is essential that any AWS adopted, continues to schedule adequate numbers and types of skilled maintenance personnel during the full calendar work week, and that any AWS adopted does not negatively impact work operations.

It is the intention of the Union to work together in an equal partnership with the CCAO to resolve any unforeseen problems which may arise in administering this work schedule. It is understood and agreed that if any provision of this proposal is in conflict with provisions of the Labor Agreement between the parties, the provisions of this Agreement shall prevail. In all other respects the terms and conditions of the said Labor Agreement shall remain in full force and effect.

For the purpose of this agreement, an alternate work schedule is a fixed work schedule consisting of 40 hours of work in a week or 80 hours of work in a bi-weekly pay period. All regular days off will be on Fridays.

The start times for all employees covered under this AWS agreement will be 7:00 a.m.

The established lunch time will be from 12:00 p.m. to 12:30 p.m.

All Bargaining Unit employees, with the exception of the Operations Team assigned to the CCAO, are covered by the terms and conditions of this agreement.

SECTION 1 - PROCEDURAL REQUIREMENTS

1. Per SLA I Article 1 Section 1: Management in meeting its normal operating needs, shall schedule its work so as to provide regular days and hours of work for all employees. Work at other than regular days or hours may occasionally be required to meet special operating needs. In such cases Management agrees to give the Union all possible advance notice and to seek settlement on any special work schedule conditions not specifically covered by provisions of this Article.

2. Except to satisfy special operating needs as described above and in SLA I Article 1 Section 1, Bargaining Unit personnel will not be forced to work an alternative work schedule. Those who wish to remain on a 5 eight-hour work day schedule may do so.

3. The AWS must not cause any adverse affect upon employee safety or impair Reclamation's ability to effectively operate and maintain its facilities or features.

4. Employees covered by this agreement who are on temporary duty assignment or travel status, where the compressed work schedule is incompatible with the hours of work actually being performed (such as attending formal training courses), may be returned to a conventional work schedule (5 eight-hour work days per week) at the discretion of the Office for the duration of the assignment. Such changes will normally be made for a period of at least one week, and a minimum of 24 hours advance notice will normally be given to affected employee(s). For the purpose of formal training, the definition of formal training will be the one listed in the Bargaining Agreement. Such changes to an 8-hour workday will not be made during the holiday weeks, unless formal training is provided during that week. The Office will make every effort to schedule training during weeks other than holiday weeks.

5. Overtime rates will be paid for work in excess of AWS hours.

6. Any annual leave, sick leave or other absence from duty will be charged according to the AWS being worked.

7. Employees will be paid at the basic wage rate for holidays according to the AWS being worked; 10 hours for 10-hour days, 8 hours for 8-hour days. When work is

performed on a holiday, the provisions of the Labor Agreement will apply.

8. 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. When the holiday falls on the third non-workday, the next workday shall be designated as the in lieu of holiday.

9. Both the CCAO and the Union realize that every situation cannot be covered by this agreement, and both agree to work together in resolving any problems that may arise in implementing this agreement. The Interest Based Bargaining procedure will be used to arrive at a consensus for any issue that cannot be agreed upon between the parties.

10. Changes in individual work schedules will be approved by the supervisor and documented by the use of the existing forms containing the signature of the employee and the supervisor.

SECTION 2 - CONTINUATION of ALTERNATIVE WORK SCHEDULE

Both the CCAO 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 CCAO or the Union, the alternative work schedule, adversely affects Reclamation operations or the employees.

The CCAO or Union must provide a 30-day notice in writing if a request is submitted to return AWS employees to a 5 days per week, 8-hours per day work schedule. The Interest Based Bargaining process will be utilized by the parties before returning to a 5-day work week.

For the Central California Area Office  
1245

For IBEW Local

\_\_\_\_\_  
Thomas J. Aiken                      Date  
CCAO Area Manager

\_\_\_\_\_  
Gary Mai                                      Date  
IBEW Local 1245 Business  
Representative

Memorandum of Understanding No. 6  
SLA 1, Article XIV, Section 1, Exhibit 2

Subject: Hydrosystem Controller Scheduled and Unscheduled Overtime Policy

1. On scheduled overtime the person with the lowest number of hours is offered the overtime first. If he/she turns it down, an 8 turn-down is placed by their name. The overtime then goes to the next lowest person on the schedule.
2. For unscheduled overtime call-out the person who is off with the lowest number of hours.
3. If no one answers, go to next person on the list. If you get a family member or answering machine, leave a message. You do not have to wait for a return call before going on to the next person on the list.
4. Place an 8 turn-down by his/her name on the schedule. Then go to the next person on the list.
5. Every attempt will be made to avoid working an employee for more than 12 consecutive days. After the individual works up to 12 days, the next lowest person shall be called. The individual should have a minimum of two days off after working 12 consecutive days, before they are called for OT. The individual finishing their 12 days shall not be charged as day called/worked. All persons that are off should be called before a shift is split.
6. If you do not come in for any reason, you will receive a 8 turn-down. There is no valid reason for not getting a turn-down if you don't come in.
7. The maximum amount of turn-down hours in one day is 8 hours. If you were called for days and didn't come in, and later you were called for swing and didn't come in, you would only receive an 8 turndown. If you were called for days and didn't come in and later you were called for swing and did come, you would not receive a turn-down for the earlier shift.
8. Go through the list before returning to the lowest person for the second time in the same day.

RESETTING THE OVERTIME HOURS

1. The overtime hours will be reset every third year at the annual rotation change. The hours will be reset to zero.

STARTING OVERTIME HOURS FOR THE NEW CONTROLLERS

1. New controller overtime hours will start out with the number of hours of the highest controller.

/s/ Barry Koyama 6/10/99

Barry Koyama  
MP Region

Date

Gary Mai  
IBEW Local 1245

Date

Witness:

/s/ Bill Chambers

6/17/99

Bill Chambers

Date

IBEW Local 1245



Memorandum of Understanding No. 7  
SLA 1, Article XIV, Section 1, Exhibit 2

Subject: Graduated Pay of Drill Operator, Helper I, II, III

1. This Memorandum of Understanding (MOU) provides guidance and implementation instructions for offices regarding application of graduated pay as it relates to the Drill Operator Helper I, II, III position. It is to be used in conjunction with all other applicable laws, policies, regulations, and precedents. This MOU supercedes page 5, Supplementary Labor Agreement No.3, Graduated Pay Levels, Drill Operator, Helper, Core or Diamond, of the Joint Statement between the Bureau of Reclamation, Mid-Pacific Region and IBEW Local 1245 dated August 15, 1980.

2. It has been determined that in order to progress to the Step II level of the Drill Operator Helper position an incumbent must complete the 52 weeks waiting period and possess a Class B commercial driver's license. Incumbent must take the written examination for the Class B license within the first 6 months in the position. Management must provide the opportunity for qualifying training/experience during this 52 week period. If opportunity not provided, management has 3 months after the 52 week period to provide the qualifying training/experience. Incumbent will be subject to termination if this condition of employment is not met.

3. Those employees currently in the Drill Operator Helper II or III position or who are eligible for upcode to this position will be excepted from this requirement for a Class B state driver's license for up to one year from the date of this MOU. If they are unable to obtain the required license during this period, as applicable, they will be subject to termination or become ineligible for upcode to the Drill Operator Helper II or III position.

/s/ Dennis Seyfer  
Dennis Seyfer,  
Business Representative  
Representative  
IBEW Local 1245

/s/ Deborah L. Serrano  
Deborah L. Serrano,  
Management  
BOR Mid-Pacific Region

Date: 9/6/00

Date: 9/6/00

Memorandum of Understanding No. 8  
SLA No. 1, Article XIV, Section 1, Exhibit 2

Subject: NCAO Red Bluff Office Establishment of New Job  
Definition, Irrigation System Mechanic Maintenance Operator  
(Amended October 30, 2006)\*

Introduction: This Memorandum of Understanding (MOU) records the understanding between representatives of the International Brotherhood of Electrical Workers (IBEW), Local 1245 (Union) and the Red Bluff Field Office, NCAO, Bureau of Reclamation, Mid-Pacific Region (Management), concerning the establishment of a new job definition for Irrigation System Mechanic Maintenance Operator. It is to be used in conjunction with all other applicable laws, policies, regulations, and precedents. In all other respects the terms and conditions of the Labor Agreement shall remain in full force and effect.

The following constitutes the agreement between the Union and Management as it relates to the establishment of the new Irrigation System Mechanic Maintenance Operator position:

1. This will be a position at the Red Bluff Office only.
2. The rate of pay for the new position will be \$25.22. This is 5% over the ISM Helper rate of pay which is currently \$24.02.
3. The job title is Irrigation System Mechanic Maintenance Operator.
4. There will be no save pay to the constructed rate of pay for the incumbent of this position. Any save pay will be to the ISM Helper rate of pay.
5. \*The following call out order of response will be used based on the criteria of 1) ability to perform the call out work and 2) willingness to accept call out alarms:
  1. Irrigation Systems Mechanic Maintenance Operator
  2. Irrigation Systems Mechanic
  3. Electrician
  4. Maintenance Worker
  5. Maintenance Worker Team Leader

6. The position will be abolished if the transfer of function takes place.

Approved by:

For Management:

For the Union:

/s/ Deborah L. Serrano      2/27/06

/s/ Samuel A. Glero      3/3/06

Deborah L. Serrano      Date  
Labor Relations Officer  
Mid-Pacific Region

Samuel Glero      Date  
Business Representative  
IBEW Local 1245