

**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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**Effective January 1, 2018 through December 31, 2018**

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**BASIC AGREEMENT**

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## **BASIC AGREEMENT**

### **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.

### **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.

**GENERAL LABOR AGREEMENT**

**between the**

**BUREAU OF RECLAMATION**

**UNITED STATES DEPARTMENT**

**OF THE INTERIOR**

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**LOCAL UNION 1245,**

**INTERNATIONAL BROTHERHOOD OF**

**ELECTRICAL WORKERS**

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**SUPPLEMENTARY LABOR AGREEMENT NO. 1**

**GENERAL WORKING RULES**

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## **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, shall be scheduled as shown in this Section. (Section amended effective 1/1/2018)

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)

## Shift Operations

Section 3. Three-shift, seven-day-a-week operations, shall be scheduled as shown in this section. (Section amended effective 1/1/2018)

Section 3.1. The regular schedule for three-shift 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, 8/27/91, and 1/1/2018)

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)

#### 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 Sections 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 one and one-half hours or more appended to a regular shift, the employee shall be credited with one-half 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 accordance 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 times 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 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 supersedes 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:

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.

C. 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 conferences, they shall do so by formal application least seven (7) days in advance of such conference 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 conditions, (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  
for Michael J. Ryan, Area Manager  
Date: 11/28/01

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

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

Approved: /s/ 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/ Paul Capener  
Project Superintendent  
Date: 1/25/82

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

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

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

(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/ Paul Capener  
Project Superintendent  
Date: 1/25/82

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

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

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

(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  
For William H. Luce, Area Manager  
Date: 11/28/01

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

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

Approved: /s/ Kirk C. Rodgers  
Regional Director  
Date:

(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  
Project Superintendent

Date: 1/26/82

Recommended: /s/ Peter R. Dutton  
Business Representative, Local Union 1245

Date: 3/16/82

Recommended: /s/ Henry E. Masterson  
Chairman, Regional Negotiating Committee

Date: 3/23/82

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

Date: 3/26/82

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

**Letter of Agreement No. 6**  
**SLA 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 journey person 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

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

Recommended: /s/ Deborah L. Serrano  
Chair, Management Negotiating Committee  
Date: 10/30/06

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

**Letter of Agreement No. 7**  
**SLA 1, Article XIV, Section 1, Exhibit 1**

Subject: Designation of Employees to Acting Team Leader

This Letter of Agreement records the settlement between representatives of International Brotherhood of Electrical Workers, Local Union 1245 and Management, concerning the application of Supplemental Labor Agreement (SLA) 2, Article 1, Wage Differentials for Acting Team Leader, Section 2. This section describes the designation of employees to acting Team Leader.

The Parties participated in mediation on April 6, 2009, in efforts to resolve two grievances and prevent future grievances on the same article. SLA 2, Article 1, Section 2, has been revised to state:

"It shall be the policy of Management to temporarily designate employees to acting team leader when the regular team leader or immediate\* supervisor is absent for more than 2 consecutive workdays\* on annual leave, sick leave, administrative leave, leave without pay, training, or otherwise unavailable to the crew\*.

**To be eligible for designation of acting Team Leader, employees must lead a crew of three or more employees or when the supervisor determines that the nature/complexity of the work necessitates the need for a Team Leader. Senior Control Operators must lead a crew of 2 or more. At the New Melones Power Plant, the Team Lead must lead a crew of 3 skilled craft employees\*. (\*section amended 4/6/09)"**

This revision only applies during normal workdays when the supervisor or permanent Team Leader is scheduled to work.

Upcoding procedures will be in accordance with SLA 1, Article V, Work Outside of Classification, Section 5.

In addition to providing the Union an annual listing of employees qualified for upcoding, per SLA 1, Article V, Work Outside of Classification, Section 5, Administrative Officers will provide the Union quarterly Team Lead upcoding reports. These reports will include the names of employees and hours of Team Lead upcode for each payperiod.

This letter shall remain in effect unless modified or terminated

Recommended: /s/ Dan Netto  
Chief, Operations, Maintenance & Engineering, CCAO  
Date: 5/13/09

Recommended: /s/ Donald Bader  
Deputy Area Manager, NCAO  
Date: 5/20/09

Recommended: /s/ Robert Skordas  
                  CCAO, Shop Steward  
Date: 5/13/09

Recommended: /s/ Dan Wyand  
                  NCAO, Shop Steward  
Date: 5/15/09

Approved: /s/ Samuel A. Glero  
              Business representative, Local Union 1245  
Date: 5/29/09

Approved: /s/ Joni Ward  
              Labor Relations Officer  
Date: 5/29/09

**\* Reflects the changes to the current language in SLA 2, Article 1, Section 2.**

**Memorandum of Understanding No. 1**  
**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 of pay retention for bargaining unit employees. The Memorandum of Understanding may be cancelled by mutual agreement of the Parties.

Recommended: /s/ Peter R. Dutton  
Union Negotiating Committee

Date: 1/6/83

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

Date: 1/6/83

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

Date: 1/6/83

**Memorandum of Understanding No. 2**  
**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 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  
Business Representative, Local 1245  
March 4, 1994

/s/ Patricia L. Rivera  
Regional Office  
March 4, 1994



**Memorandum of Understanding No. 3**  
**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.

/s/ Michael J. Ryan  
NCAO Area Manager  
6/25/97

/s/ Gary Mai  
IBEW Local 1245 Business Representative  
6/25/97

**Memorandum of Understanding No. 4**  
**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 (NCAO) 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 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 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.

Thomas J. Aiken  
CCAO Area Manager

Gary Mai  
IBEW Local 1245 Business Representative

**Memorandum of Understanding No. 5**  
**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  
MP Region  
6/10/99

/s/ Gary Mai  
IBEW Local 1245  
6/10/99



**Memorandum of Understanding No. 6**  
**SLA 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 our 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:

/s/ Deborah L. Serrano

Labor Relations Officer, Mid-Pacific Region  
2/27/06

For the Union:

/s/ Samuel A. Glero

Business Representative, IBEW Local 1245  
3/3/06

**GENERAL LABOR AGREEMENT**

**between the**

**BUREAU OF RECLAMATION**

**UNITED STATES DEPARTMENT**

**OF THE INTERIOR**

**and**

**LOCAL UNION 1245,**

**INTERNATIONAL BROTHERHOOD OF**

**ELECTRICAL WORKERS**

\*\*\*\*\*

**SUPPLEMENTARY LABOR AGREEMENT NO. 2**

**PREMIUM AND PENALTY RATES**

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## **WAGE DIFFERENTIALS, PREMIUM AND PENALTY RATES**

### **ARTICLE I**

#### **Wage Differentials for Acting Team Leader**

Section 1. Compensation for temporary periods of service as acting team leader shall be made in the form of wage differentials payable in addition to the employee's regular basic hourly wage rate. (Section amended 2/16/75, 9/15/98 and 11/28/01)

Section 2. It shall be the policy of Management to temporarily designate employees to acting team leader when the regular team leader or immediate supervisor is absent for more than 2 consecutive workdays on annual leave, sick leave, administrative leave or leave without pay, training, or otherwise unavailable to the crew. To be eligible for designation of acting Team Leader, employees must lead a crew of three or more employees or when the supervisor determines that the nature/complexity of the work necessitates the need for a Team Leader. Senior Control Operators must lead a crew of 2 or more. At the New Melones Power Plant, the Team Lead must lead a crew of 3 skilled craft employees. (Section amended 6/19/73, 8/7/80, 6/23/87, 9/15/98, 11/28/01, and 4/6/09)

Section 3. To be eligible for designation as an acting team leader, employees must meet the appropriate qualification standards. An employee designated as acting team leader for two consecutive hours or more shall be compensated as acting team leader for all hours so worked. (Section amended 9/15/98 and 11/28/01)

Section 4. The wage differential payable, if any, shall be the amount required to raise the basic hourly wage rate of the employees designated as acting team leader to the basic hourly wage rate of the position to which temporarily assigned, except that for all acting service in positions classified at the team leader level the wage payable shall be 118% of the non-team lead wage rate on which the regular team leader differential is based. (Section amended 6/9/72, 9/15/98 and 11/28/01)

Section 5. The wage differentials payable under the foregoing provisions shall be payable on all non-worked holidays intervening within the period of temporary service. (Article amended 6/30/71)

### **ARTICLE II**

#### **Shift Differentials**

This article applies only when there are 2 or more regularly assigned shifts. "Regularly" shall mean shifts assigned or worked for a period of 5 day or longer.

Section 1. A shift differential of 4.0 percent per hour based on the Journeyman Control Operator Hourly rate of pay shall be paid throughout all eight-hour work periods regularly scheduled to begin at 12 noon or thereafter, but before 8: 00 p.m. (second shift). (Section amended 1/22/96 and 9/15/98)

A shift differential of 6.0 percent per hour based on the Journeyman Control Operator

Hourly rate of pay shall be paid throughout all eight-hour work periods regularly scheduled to begin at 8:00 p.m. or thereafter, but before 4:00 a.m. (Third Shifts.) (Section amended effective 2/16/75, 8/7/80, 8/27/91, 1/22/96, and 9/15/98)

Section 2. In all cases of mutually agreed changes in shift, any applicable shift differential shall be payable only for hours actually worked. (Section amended effective 2/16/75)

Section 3. When an employee is required to work an unscheduled shift, other than an overtime shift, the employee shall be paid the shift differential, if any, applicable to the unscheduled shift. In the case of an overtime shift, the employee shall be paid at the overtime rate of the shift worked. A relief operator who works a variety of shifts during a week, and who works overtime on a day off, shall be paid at the rate of the shift worked. Relief operators who are working a regular shift shall be paid for overtime at the rate applicable to the regular shift. (Section amended 8/7/80)

### **ARTICLE III**

#### **Overtime**

Section 1. Overtime is defined as (a) time worked in excess of forty (40) hours in an administrative workweek, (b) time worked in excess of eight (8) hours on a workday, (c) time worked on a non-workday except for prearranged holiday work during regular work hours. Nothing contained herein shall be construed to require the payment of overtime compensation under more than one of the foregoing definitions for a single period of overtime. (Section amended effective 6/2/83)

Section 2. Overtime shall be paid to the nearest half hour at the rate of double the basic hourly wage rate.

Section 3. Overtime work shall be distributed among the employees in the same classification and in the same duty station as equally as is practicable.

Section 4. Whenever employees are called back to work outside of their regular work schedule with less than 16 hours' notice before the time of reporting, overtime or holiday work time shall start one-half hour before arrival at the reporting place and end one-half hour after release from duty, except that the minimum reportable time on call-backs, whether with or without advance notice, shall be two hours. However, when the call-back duty runs into or into and beyond the employee's regular work schedule, the call-back time shall end, without a two-hour minimum, at the employee's regular starting time. (Article amended effective 2/16/75 and 8/7/80)

### **ARTICLE IV**

#### **Holiday Work**

Section 1. All employees required to work on a holiday designated by Federal statute or executive order shall be paid for such duty at the rate of one and one-half times the basic hourly

wage rate in addition to the employee's regular pay for the day. Effective June 30, 1968. (Article amended 6/30/68).

Section 2. Employees notified to report for work on a holiday with less than 24-hours' notice (12 hours for Relief Personnel) shall be paid at the rate of double the basic hourly wage rate in addition to the employee's regular pay for the day. (Section added effective 2/16/75)

Section 3. Employees regularly scheduled to work on a holiday or days designated as holidays for pay purposes whose services are not required on that holiday shall, upon being notified by their immediate supervisor, take the holiday off with pay. This shall not be considered as a short change in schedule, provided that the employees return to their regular schedule after the holiday. (Section added 6/19/73 and amended 8/7/80 and 9/15/98)

Section 4. Holiday work shall be distributed among the employees in the same classification and in the same duty station as equally as is practicable. (New section added 1/22/96)

## **ARTICLE V**

### **Penalty Rates**

Section 1. Employees notified of schedule or shift changes less than 24 hours (12 hours for designated relief personnel) in advance of the reporting time of the new schedule or shift shall receive the rate of double the basic hourly wage rate for all work performed on the first day or first shift worked after the change of schedule or shift. (Section amended effective 2/16/75)

Section 2. Nonshift employees who are temporarily scheduled to work at other than their regular hours, under the provisions of Article I, Section 2.4 of Supplementary Labor Agreement No. 1, shall receive the rate of one and one-half times the basic hourly wage rate for that work performed outside regular hours during the first four workdays of their assignment to the temporary schedule. On the fifth workday and thereafter for the duration of the schedule regardless of rotation, they shall receive the straight basic rate of pay for all work performed on workdays during the hours established for the temporary schedule. (Section added effective 2/16/75)

Section 3. Shift employees in shift operations who are required to work two or more short changes within any period of five consecutive workdays (a short change is defined as a transfer from one schedule or shift to another with but eight hours off between such schedules or shift) shall receive the rate of double the basic hourly rate for all work performed on the shift following the second short change. (Section added effective 2/16/75)

Section 4. In shift operations, schedule or shift changes of one day or less shall require the rate of double the basic hourly wage rate regardless of notice given, except that this shall not apply to designated relief personnel. (Section added effective 2/16/75)

Section 5. In shift operation, schedule or shift changes of more than one day shall require the rate of one and one-half times the basic hourly wage rate for all work performed during the first three days of their assignment to the new schedule or shift regardless of the notice given. This

shall not apply to designated relief personnel, reschedule for jury duty, newly hired journeymen for the first six months of orientation, apprentice operators for the purpose of training, and changes directly related to transfers and promotions. These penalty rates shall not apply, however, to changes made by mutual agreement between employees and concurred in by management. (Section amended effective 6/2/83, 11/28/01, and 1/1/2018)

Section 6. If an employee is instructed by Management to report for prearranged work on a non-workday, or on a holiday which the employee is entitled to take off with pay, and such work is canceled, the employee shall receive the rate of one and one-half times the basic hourly rate for two (2) hours if not given notice of the cancellation of such work by the end of employee's preceding work period on a workday. (Section renumbered effective 2/16/75) (Article amended 6/30/71 and 8/7/80)

## **ARTICLE VI**

### **Rest Period After Prolonged Work**

Section 1. An employee who has worked for eight (8) or more overtime hours during the sixteen (16) hour period immediately preceding the beginning of the employee's regular hours on a workday shall be entitled to a rest period of eight (8) consecutive hours immediately following the overtime hours, provided no such rest period was afforded within that sixteen (16) hour period.

There shall be included as part of the eight (8) or more over-time hours any travel time and meal time to which the employee is entitled, except that any travel time or meal time due on dismissal shall not be included as hours worked, but shall be included in the computation of the eight (8) hour rest period.

If an eight (8) hour rest period taken by an employee in whole or part overlaps the employee's regular work hours, the employee shall be excused from duty without loss of basic hourly wages to the extent of the overlap.

If an employee is required to work without having had a rest period of eight (8) consecutive hours, the employee shall receive a premium of one-half the basic hourly rate in addition to regular wages for all work performed during regular work hours on a workday until the employee has been relieved from duty for at least eight (8) consecutive hours.

In either case, any meal time due on dismissal, included in the rest period and overlapping regular hours shall be paid at the overtime rate.

At management discretion, excused times ending within a half workday may be extended with pay throughout that half workday. In the absence of instructions to the contrary, employees shall report for work at the beginning of the next half workday.

Foregoing changes to be effective beginning of first full pay period after approval. (Article amended 6/30/71 and 8/7/80)

**ARTICLE VII**  
**Compensation Limitation**

Section 1. No combination of premiums, penalties, or regular pay, excluding shift differentials, will result in an employee receiving more than three times the basic hourly wage rate for any time worked. (Article amended 8/7/80)

**AMENDMENT NO. 14**  
**Supplementary Labor Agreement No. 2**

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.



**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. 3**

**WAGE SCHEDULES**

\*\*\*\*\*

**Supplementary Labor Agreement No. 3**  
**Bureau of Reclamation, Mid-Pacific Region**  
**U. S. Department of the Interior**  
**and**

**Local 1245, International Brotherhood of Electrical Workers**

Basic hourly rates are applicable to Mid-Pacific Region, Bureau of Reclamation employees operating and maintaining the Central Valley Project or engaged in related operations in the same general area. Agreement on a 1-year wage schedule was reached on 11/15/17. The wages for 2018 were determined based on prevailing wage data. The wage increases are effective the first full pay period of 2018. Relief workers are 105% of their respective crafts. Residents are 105% of their base craft. Senior Control Operator is 112.5% of Control Operator. Helpers are 73% of their respective crafts. Irrigation Systems Mechanic and Industrial Equipment Mechanic are 92% of the Plant Mechanic. Laborers are 68% percent of the Maintenance Worker. Equipment Operator (Fish Facilities) are 96% of the Maintenance Worker.

<b>Pay Plan</b>	<b>Occupational Code</b>	<b>OC/OCM Code for E-TAS</b>	<b>Position Title</b>	<b>Hourly Rate Effective 1/7/2018</b>
BB	4749	4749CN	Building Repairworker	\$44.75
BB	2604	260402	Communications & Instrumentation Mechanic	\$55.63
BB	2604	260437	C&I Mechanic, Resident	\$58.41
BB	5407	5407DD	Hydroelectric Power Plant Operator	\$51.12
BB	5407	5407DE	Hydroelectric Power Plant Operator, Relief	\$53.67
BB	5407	5407DF	Hydroelectric Power Plant Operator, Senior	\$57.51
BB	5407	5407DG	Hydroelectric Power Plant Operator Relief, Senior	\$60.38
BB	5725	572501	Crane Operator	\$42.28
BB	2810	281002	Electrician (Power System)	\$51.12
BB	2810	2810B8	Electrician, Helper	\$37.32
BB	2810	281019	Electrician (Power System) Resident	\$53.67
BB	5803	580304	Equipment Mechanic	\$40.59
BB	5803	580305	Equipment Mechanic, Helper	\$29.63
BB	5701	570109	Equipment Operator (Fish Facility)	\$31.33
BB	5701	570110	Equipment Operator Relief (Fish Facility)	\$32.90
BB	5407	540723	Hydro System Controller 1	\$68.92

**Supplementary Labor Agreement No. 3**  
**Bureau of Reclamation, Mid-Pacific Region**  
**U. S. Department of the Interior**  
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<b>Pay Plan</b>	<b>Occupational Code</b>	<b>OC/OCM Code for E-TAS</b>	<b>Position Title</b>	<b>Hourly Rate Effective 1/7/2018</b>
BB	5407	540750	Hydro System Controller	\$69.95
BB	5407	5407AP	Hydro System Controller Relief	\$73.44
BB	5407	540748	Hydro System Controller Relief/Scheduler	\$73.44
BB	5352	5352AQ	Industrial Equipment Mechanic	\$47.03
BB	5318	531803	Irrigation Systems Mechanic	\$47.03
BB	5318	531837	Irrigation Systems Mechanic Helper	\$34.33
BB	3502	350201	Laborer	\$22.20
BB	4749	474902	Maintenance Worker	\$32.64
BB	5716	571612	Mobile Power Equipment Operator	\$41.64
BB	5716	571613	Mobile Power Equipment Operator, Helper	\$30.40
BB	4102	410201	Painter	\$42.52
BB	5352	535201	Plant Mechanic	\$51.12
BB	5352	5352AB	Plant Mechanic Helper	\$37.32
BB	5352	535243	Plant Mechanic, Resident	\$53.67
BB	5703	570307	Truck Driver, Heavy Duty	\$34.05
BB	5409	540903	Water Treatment Plant Operator	\$40.77



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Pay Plan	Occupational Code	OC/OCM Code for E-TAS	Position Title	Hourly Rate Effective 1/7/2018
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**JOB LEADER POSITIONS**

Effective 9/17/95 position titles changed from "Foreman 1" to "Job Leader" in accordance with the agreement between Mid-Pacific Region, Bureau of Reclamation and IBEW Local 1245. The wage is 108% of the principal craft led.

BL	4749	4749CP	Building Repairworker Job Leader	\$48.33
BL	2604	260434	C&I Mechanic Job Leader	\$60.08
BL	2604	260459	C&I Mechanic, Resident Job Leader (NM only)	\$63.08
BL	2810	281052	Electrician (Power System) Job Leader	\$55.21
BL	2810	281053	Electrician (PS) Resident Job Leader (NM only)	\$57.97
BL	5701	570111	Equipment Operator (Fish Facility) Job Leader	\$33.84
BL	5407	540737	Hydro System Controller Job Leader	\$75.54
BL	5318	531838	Irrigation Systems Mechanic Job Leader	\$50.79
BL	4749	474988	Maintenance Worker Job Leader	\$35.25
BL	4102	4102BL	Painter Job Leader	\$45.92
BL	5352	5352AC	Plant Mechanic Job Leader	\$55.21
BL	5352	535240	Plant Mechanic, Resident Job Leader (NM only)	\$57.97
BL	5716	571682	MPE Operator Job Leader (NCAO Only)	\$44.97

**Supplementary Labor Agreement No. 3**  
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Pay Plan	Occupational Code	OC/OCM Code for E-TAS	Position Title	Hourly Rate Effective 1/7/2018
<b>TEAM LEADER POSITIONS</b>				
An employee designated as Acting Team Leader will receive the same rate of pay as the regular Team Leader. The wage is 118% of the highest paid craft lead excluding relief differential. (amended 02/11/04)				
BL	4749	474992	Civil Maintenance Team Leader (NM only)	\$52.81
BL	4749	4749AC	Civil Maintenance Team Leader (CCAO only)	\$52.81
BL	4749	4749AD	Civil Maintenance Team Leader (NCAO only)	\$50.17
BL	2604	260417	C&I Mechanic Team Leader	\$65.64
BL	2604	260442	C&I Mechanic Resident Team Leader (NM only)	\$68.93
BL	2810	281050	Electrician (Power System) Team Leader	\$60.32
BL	2810	2810H9	Electrician (PS) Resident Team Leader (NM only)	\$63.34
BL	5701	570112	Equipment Operator (Fish Facility) Team Leader	\$36.97
BL	5407	540768	Hydro System Controller Team Leader	\$82.54
BL	5318	531839	Irrigation Systems Mechanic Team Leader	\$55.49
BL	2604	260444	Multi Craft Team Leader (NM only)	\$65.64
BL	2604	260445	Multi Craft Resident Team Leader (NM only)	\$68.93
BL	5407	540795	Operations Team Leader	\$67.86
BL	5352	535213	Plant Mechanic Team Leader	\$60.32
BL	5352	5352AE	Plant Mechanic, Resident Team Leader (NM only)	\$63.34

**Supplementary Labor Agreement No. 3**  
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<b>Pay Plan</b>	<b>Occupational Code</b>	<b>OC/OCM Code for E-TAS</b>	<b>Position Title</b>	<b>Hourly Rate Effective 1/7/2018</b>
<b>APPRENTICE WAGE RATES</b>				
BB	2604		Apprentice, C&I Mechanic	
BB		260421	1st six months is 62.5% of journey level rate	\$34.77
BB		260422	2nd six months is 65%	\$36.16
BB		260423	3rd six months is 67.5%	\$37.55
BB		260424	4th six months is 70%	\$38.94
BB		260425	5th six months is 72.5%	\$40.33
BB		260426	6th six months is 75%	\$41.72
BB		260427	7th six months is 77.5%	\$43.11
BB		260428	8th six months is 80%	\$44.50
BB		260429	9th six months is 85%	\$47.29
BB		260430	10th six months is 90%	\$50.07
BB	2810	281071-78	Apprentice, Electrician	
BB	5352	535230-37	Apprentice, Plant Mechanic	
BB	5407	5407E1-E8	Apprentice, Control Operator	
BB			1st six months is 67.5% of journey level rate	\$34.51
BB			2nd six months is 70.5%	\$36.04
BB			3rd six months is 72.5%	\$37.06
BB			4th six months is 75%	\$38.34
BB			5th six months is 77.5%	\$39.62
BB			6th six months is 80%	\$40.90
BB			7th six months is 85%	\$43.45
BB			8th six months is 90%	\$46.01



**Supplementary Labor Agreement No. 3**  
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<b>Pay Plan</b>	<b>Occupational Code</b>	<b>OC/OCM Code for E-TAS</b>	<b>Position Title</b>	<b>Hourly Rate Effective 1/7/2018</b>
BB	4102		Apprentice, Painter	
BB		410220	1st six months is 75% of journey level rate	\$31.89
BB		410221	2nd six months is 78%	\$33.16
BB		410222	3rd six months is 81%	\$34.44
BB		410223	4th six months is 84%	\$35.72
BB		410224	5th six months is 87%	\$36.99
BB		410225	6th six months is 90%	\$38.27
BB	5803		Apprentice, Equipment Mechanic	
BB		580351	1st six months is 67.5% of journey level rate	\$27.40
BB		580352	2nd six months is 70.5%	\$28.62
BB		580353	3rd six months is 72.5%	\$29.43
BB		580354	4th six months is 75%	\$30.44
BB		580355	5th six months is 77.5%	\$31.46
BB		580356	6th six months is 80%	\$32.47
BB		580357	7th six months is 85%	\$34.50
BB		580358	8th six months is 90%	\$36.53
BB	5318		Apprentice, Irrigation Systems Mechanic	
BB		531820	1st six months is 67.5% of journey level rate	\$31.74
BB		531821	2nd six months is 70.5%	\$33.16
BB		531822	3rd six months is 72.5%	\$34.10
BB		531823	4th six months is 75%	\$35.27
BB		531824	5th six months is 77.5%	\$36.45



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**and**

<b>Pay Plan</b>	<b>Occupational Code</b>	<b>OC/OCM Code for E-TAS</b>	<b>Position Title</b>	<b>Hourly Rate Effective 1/7/2018</b>
BB		531825	6th six months is 80%	\$37.62
BB		531826	7th six months is 85%	\$39.97
BB		531827	8th six months is 90%	\$42.33

**General Labor Agreement  
Between the Bureau of Reclamation  
United States Department of the Interior  
And**

**Local Union 1245 of the International Brotherhood of Electrical Workers**

IN WITNESS HEREOF, the Parties hereto have entered into this General Labor Agreement for the term of January 1, 2018 through December 31, 2018 this 15<sup>th</sup> day of November, 2017.

Negotiating Committee for  
The Bureau of Reclamation  
United States Department of  
The Interior

  
Barbara E. Miller, Chairperson

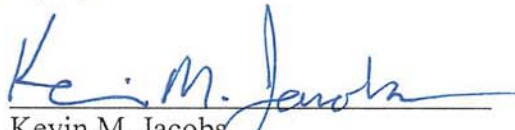
  
Allen W. Lindauer

  
Christine C. Sibayan

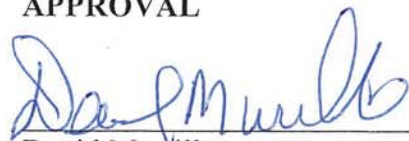
  
Daniel J. Vallejo

  
Elisa Bernal

  
Jay Emami

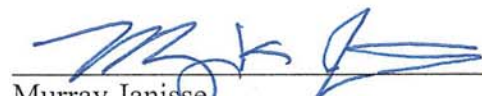
  
Kevin M. Jacobs

**APPROVAL**

  
David Murrillo  
Regional Director

Negotiating Committee for  
Local Union 1245 of the  
International Brotherhood of  
Electrical Workers, AFL-CIO

  
Samuel A. Glero, Chairperson

  
Murray Janisse

  
William C. Trathen

  
Diana Ridenour

  
Patrick Severin



  
Tom Dalzell  
Business Manager

**General Labor Agreement**  
**Between the Bureau of Reclamation**  
**United States Department of the Interior**

**And**

**Local Union 1245 of the International Brotherhood of Electrical Workers**

IN WITNESS HEREOF, the Parties hereto have entered into this Supplementary Labor Agreement No. 3 for the term of January 1, 2018 through December 31, 2018 this 15<sup>th</sup> day of November, 2017.

**APPROVAL:**

  
\_\_\_\_\_  
David Murillo  
Regional Director

  
\_\_\_\_\_  
Tom Dalzell  
Business Manager

**COMPLIANCE REVIEW:**

  
\_\_\_\_\_  
Ruth Welch  
Director, Policy and Administration

  
\_\_\_\_\_  
Date

**General Labor Agreement**  
**Between the Bureau of Reclamation**  
**United States Department of the Interior**  
**And**  
**Local Union 1245 of the International Brotherhood of Electrical Workers**

IN WITNESS HEREOF, the Parties hereto have entered into this General Labor Agreement for the term of January 1, 2018 through December 31, 2018 this 15<sup>th</sup> day of November, 2017.

**COMPLIANCE REVIEW:**

  
\_\_\_\_\_  
Ruth Welch  
Director, Policy and Administration

Date

1/5/18

**AGENCY HEAD REVIEW:**

\_\_\_\_\_  
Raymond Limon  
Director, Office of Human Resources  
Department of the Interior

\_\_\_\_\_  
Date