COLLECTIVE BARGAINING 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 August 1, 2023 through December 31, 2025

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PREAMBLE

This document constitutes an Agreement between the Bureau of Reclamation United States Department of the Interior, acting through the Regional Director of the California-Great Basin Region (formerly known as 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. As used herein, the term “Agreement,” unless modified, refers to this entire document. (Preamble amended 6/9/72, 2/16/75, 8/7/80, 1/1/2019, and 7/11/2023)

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ARTICLE 1 - 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 California-Great Basin Region; hire, promote, demote, transfer, assign, and retain employees in positions within the California-Great Basin 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, property or other emergency situations as determined by management. 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 amended 1/1/19)

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 Agreement shall be deemed to be a supplement hereto and subject to the provisions hereof.

ARTICLE 2 - Scope, Duration and Extent of Agreement

Section 1. This Agreement is applicable to those hourly employees not subject to 5 CFR 511 (Classification Under the General Schedule), 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 Klamath and Lahontan Basin offices are not included. 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 11/28/01, and 1/1/2019)

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 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 Agency Head Review. 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 amended 1/1/19)

Section 4. 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 Articles or for the revocation, in whole or part, of previously approved Articles. 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 Agreement. Any agreed changes to the Agreement shall become effective, unless otherwise specified therein, upon Agency Head Review by the Department of the Interior. (Section amended 01/02/77, 9/15/98, and 1/1/2019)

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.

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ARTICLE 3 - Employment Policies

Section 1. It is the objective of Management to provide permanent and continuous employment on the Project for hourly employees consistent with statutory and budgetary limitations and the Project's labor requirements. These employees will receive permanent appointments whenever possible. (Section amended 1/1/19)

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 5 CFR 315 (Career and Career Conditional Employment), 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 5 CFR 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 4/7/83 and 1/1/19)

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. 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 4 - Compensation and Negotiations

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 accordance with Section 704 of Public Law 95-454 (Civil Service Reform Act of 1978) and Public Law 92-392(9)(a) and (b) (Prevailing Rates System Act of 1972)) 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. (Section amended 1/1/19)

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.

Section 2. To implement the negotiating procedure set forth in Section 1 of this Article, 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 amended 1/1/19)

Section 2a. 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 2b. When delegates attend preparatory conferences, they shall do so by formal application for leave at least seven (7) days in advance of such conference so at no cost to Management for travel or per diem.

Section 2c. 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 5 - Cooperation

Section 1. It is agreed that joint Management Shop Steward meetings may be held four times a year or as agreed upon by the Parties. 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 California-Great Basin Region. The meeting agenda shall be determined by the Labor Relations Officer and the Business Representative at least seven (7) days in advance, 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, 1/1/2019 and 7/11/2023)

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 Labor Relations Office 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 amended 1/1/19)

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)

Section 6. It is agreed that joint Regional Management-Union Committee meetings may be held up to four times a year or as agreed upon by the Parties. The purpose of the Committee is to serve as a cooperative and active platform for improving communications and understanding between Union and Management leadership. The Committee may serve in implementing policies and procedures which affect working conditions and improve customer services. It may also take a proactive role in implementing changes across the CGB Region. The meeting agenda shall be determined by the Labor Relations Officer and the Business Representative, at least seven (7) days in advance, the meetings shall not substitute for normal grievance procedures or for formal negotiations between the Parties. Attendance will consist of up to five (5) members from Management and up to five (5) members from the Union. Each party will independently decide their representation. A Union Business Representative and a Human Resources Representative may also attend. Additional attendees may join upon mutual agreement. The Council will have the discretion to invite others as necessary to accomplish its goals. The meetings shall be summarized in minutes and distributed to each attendee for review and comment. Except that the provisions of this Section shall be observed, the meetings shall be self-organizing. (Section added 7/11/2023)

ARTICLE 6 - Grievances

Section 1. It is the intent of both the Bureau of Reclamation and the Union that grievances be resolved at the lowest possible level and 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 and/or management objection to the application of a Bureau of Reclamation rule, policy, or approved memorandum of understanding on personnel practices or working conditions regarding a 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 may 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 this 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 U.S.C. 7702 (Actions Involving Discrimination) and/or Title VII of the Civil Rights Act of 1964 (Equal Employment Opportunity) must follow the applicable complaint and/or appeal procedures outside of the negotiated grievance procedure. 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 Section 8 of this grievance procedure are mandatory. If the grievance is not initiated, either formally or informally, within 10

calendar days after the date of occurrence, the aggrieved party forfeits the right to grieve the issue. If the responding party fails to reply within the established time limits, the grievant shall have the opportunity to elevate the grievance to the next level in the formal grievance procedure. In such a case, the grievant must initiate the elevation within 10 calendar days of the responding party's failure to reply. If the grievant fails to meet the established time limits, the responding party may dismiss the grievance for untimeliness. An employee acting on his/her own behalf may not elevate beyond Step 3.

Section 5. Employees who are grievants or witnesses will, upon supervisory approval, be given time off with pay to attend hearings and will be reimbursed for personal expenses incurred in connection with the hearing in accordance with Government Travel Regulations. Legal fees will not be reimbursed. Union representatives may be allowed to use official time, upon supervisory approval, if otherwise in a duty status. Reasonable attempts will be made to have employees and their designated representatives present grievances during regularly scheduled work hours. If an employee is a grievant or a witness in a formal grievance proceeding, he/she will be paid at the applicable overtime rate if he/she is requested to appear at such proceedings outside his/her 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 of results not achieved or less than fully successful.

f. Misapplication of statutory reduction in force procedures.

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

    1. Removal (Non-probationary)
    2. Suspension of 15 days or more
    3. Demotion

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.

h. Application of re-employment or reinstatement rights.

i. Misapplication of restoration rights under USERRA for individual employees.

j. Disciplinary actions that do not involve adverse action.

Section 7. 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 5 USC 7532 (necessary in the interests of National Security).

i. Any claimed violation of 5 USC 73, subchapter III (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 8. Labor's process for filing grievances is outlined below. Management's process begins with Step 3.

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. If the employee or Union representative chooses to use the Informal Resolution process, the matter must be brought to the attention of the involved 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 after notification to the supervisor, the employee and/or the Union representative may use the formal grievance procedures to resolve the matter. In such a case, the formal grievance procedure must be initiated within 10 calendar days after the conclusion of the Informal Resolution process. If the employee and/or the Union representative choose not to utilize the Informal Resolution process, the grievance must be initiated within 10 calendar days of the incident or awareness of the incident.

Step 1 – Operations and Maintenance Manager (or equivalent as determined by the Office's Organization chart). The initial step in the resolution of a grievance shall be a meeting request along with submission of a written/signed grievance with a minimum of: the date of occurrence, the description of the incident, the article(s) violated, and remedy sought by the grievant and/or the Union representative to the grievant's Operations and Maintenance Manager (or designee) and the Labor relations Office (if the Union is unclear on who the Step 1 Official should be, they may submit directly to the Labor Relations Office). Additionally, the grievant and/or Union representative must provide a copy of the notice to the IBEW 1245 Business Representative and the Labor Relations Office at the same time as the grievance is presented to the Operations and Maintenance Manager (or designee). The Operations and Maintenance Manager, the grievant, the Union Representative, a representative from the Labor Relations Office will meet as soon as practicable after receipt of the Step 1 grievance. Scheduling issues may delay the meeting; however, it should take place not later than 10 calendar days after receipt of the Step 1 grievance. Additional attendees may be determined by mutual agreement. Within 10 calendar days after this meeting, unless there is a mutually-agreed-upon extension, the Operations and Maintenance Manager, or designee, shall provide a written response to the grievant and the Union, setting forth the basis for the decision regarding the dispute, including all relevant documentation.

Step 2 – Area Manager. If the parties are unable to resolve the grievance at the Step 1 level, or if the grievant is dissatisfied with the Step 1 response, the grievant and/or Union may elevate the grievance to Step 2, the Area Manager, not later than 10 calendar days after receipt of the Operations and Maintenance Manager's written response. The Step 2 grievance must be presented in writing to the Area Manager with a copy provided to the IBEW 1245 Business Representative and the Labor Relations Office. The Area Manager, the grievant, the Union Representative, a representative from the Labor Relations Office will meet as soon as practicable after receipt of the Step

1 grievance. Scheduling issues may delay the meeting; however, it should take place not later than 10 calendar days after receipt of the Step 1 grievance. Additional attendees may be determined by mutual agreement. Within 10 calendar days after this meeting, unless there is a mutually-agreed-upon extension, the Area Manager, or designee, shall provide a written response to the grievant and the Union, setting forth the basis for the decision regarding the dispute, including all relevant documentation.

Step 3 – Regional Director or Designee. If the parties are unable to resolve the grievance at the Step 2 level, or if the grievant is dissatisfied with the Step 2 response, the Union may elevate the grievance to Step 3, Regional Director, not later than 10 calendar days after receipt of the Area Manager's written response. The Step 2 grievance must be presented in writing to the Regional Director with a copy provided to the IBEW 1245 Business Representative and the Labor Relations Office. The Regional Director, the Union Representative, and a representative from the Labor Relations Office will meet as soon as practicable after receipt of the Step 3 grievance. Scheduling issues may delay the meeting; however, it should take place not later than 10 calendar days after receipt of the Step 3 grievance. Additional attendees may be determined by mutual agreement. Within 10 calendar days after this meeting, unless there is a mutually-agreed-upon extension, the Regional Director, or designee, shall provide a written response to the grievant and the Union, setting forth the basis for the decision regarding the dispute, including all relevant documentation.

Any grievance initiated by Management will be presented to the IBEW 1245 Business Representative within the same timelines as established above.

Step 4 – Mediation and/or Arbitration. If the Union or Management is not satisfied with the written response to the Step 3 grievance, it may submit the matter to mediation and/or arbitration in accordance with Article 7 of the Agreement.

Section 9. 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 amended 11/8/2012, 8/28/2013, 1/1/2019, and 7/11/2023)

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ARTICLE 7 - 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 4/9/1990)

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ARTICLE 8 - 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 their regular duty station 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 Government Travel Regulations. (Section amended 1/1/2019)

Section 6. Employees assigned to a temporary duty station from a regular duty station shall receive 72 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 an emergency, 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 and 1/1/2019)

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)

Section 9. Reporting Places for NCAO.

The commuting area for NCAO encompasses Shasta and Keswick Powerplants. Each of these facilities is a work site for hourly maintenance employees of NCAO.

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 Section 4 of this Article.

The changes will be distributed as equitably as possible among the employees and the crafts required. (Section amended 6/8/76, 3/26/82, 11/28/01, and 1/1/2019)

ARTICLE 9 - 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 should 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 part of Article 17. 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 this Article, Section 2.4, or Article 17. The penalty pay entitlement set forth in Article 17, 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. (Section amended 5/24/78 and 1/1/2019)

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)

Section 2. One shift operations, shall be scheduled as shown in this Section. (Section amended 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 meal period. The hours of work shall generally be between the hours of 6:00 a.m. and 6:00 p.m. with a meal period of one-half hour, generally to be taken at the midpoint of the shift. The exact regular starting and quitting times and meal 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 amended 1/1/2019)

Section 2.3. Regular hours of work other than as provided in Section 2.2 may be established for employees performing janitorial duties, vehicle maintenance work requiring overlapping hours of work, or weed control. Other exceptions to Section 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 2/16/75 and 1/1/2019)

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 Article 17 of this Agreement. 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 2/16/75)

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

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

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

Section 3. Three-shift, seven-day-a-week operations, shall be scheduled as shown in this section. (Section amended 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 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 Article 17 of this Agreement. (Section amended 2/16/75 and 8/27/91)

Section 4. 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 2/16/75)

Section 5. Schedule as used in this Article means days of work, and shift as used in this Article means hours of work. (Section added 2/16/75)

Section 6. Shasta and Keswick Powerplant Relief Classifications

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 Article 17 of this Agreement. All other wage differentials, premium and penalty rates remain applicable.

Section 7. Alternative Work Schedules

To meet mission objectives, and with reasonable notice to the Union, Management may implement an alternative work schedule for employees in any work group. A current listing of each work group's schedule will be maintained in Appendix A of this Agreement.

An employee may opt out of an alternative work schedule (and remain on a 5-day, 8-hour schedule) unless the employee's position description states that the position is subject to shift work or other irregular schedule requirements.

ARTICLE 10 - Overtime

Section 1. Overtime is defined as all hours in excess of 8 in a day or 40 in an administrative workweek for an employee on a regular work schedule, or 80 in a pay period for an employee on an alternative work schedule, which are officially ordered or approved in advance by management. 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 6/2/83 and 1/1/2019)

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 2/16/75 and 8/7/80)

Section 5. CVO 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, the number of hours turned 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 the number of hours turned 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 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 12 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 one shift of 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.

Section 6. Overtime for Members of CCAO.

Section 6.1. Assignment.

Any overtime assigned by the close of normal business hours will be considered scheduled. In the event the assignment has not been made by close of business, the rules of callout are applicable.

Section 6.2. Process for Individual Work Assignments.

CCAO Management agrees to maintain an overtime roster, specific to each respective craft and keep track of the amount of actual overtime hours charged next to each respective employee's name. The overtime hours will be reset to zero every calendar year and ranked in the order of Service Computation Date, starting with the most senior employee at the top of the list.

After the annual reset of hours, the roster will be ranked in the order of employees' earned overtime hours, starting with the lowest amount earned at the top of the list. The supervisor will offer overtime work to each employee on the list starting from the top until the number of employees necessary to perform the overtime work is attained.

For unscheduled overtime, if Management is unable to reach the employee with the lowest amount of hours, there is no waiting time required to see if the employee is

able to respond to a call-out.

If an employee turns down an overtime assignment, the amount of hours they declined is placed next to their name. Employees on sick leave called back after their regular work day will be charged for any additional hours declined. Exception: If a doctor's note identifies the employee was unable to return to duty, they will not be charged declined hours. Employees identified by their physician as "light duty" will be eligible for any overtime that meets their limitations. For overtime work that does not, the employee will not be eligible but will also not be charged declined hours.

Employees on annual leave will be exempt from charged hours effective at the end of close of business from their last day worked to the start of their first shift upon return to work.

If, after going through the entire roster, an insufficient number of employees volunteer, the supervisor will assign overtime to the employee with the least number of accumulated hours. At the start of each accounting year, the supervisor will assign overtime to the most junior ranking employees on the roster.

Example: If a supervisor needs four employees to perform overtime work, and only two employees volunteer, the supervisor will assign overtime to the two volunteers and assign the remaining overtime to the two employees with the least amount of accumulated hours.

When overtime work is needed as a continuation of the normal work day, the existing workers assigned to a specific job shall be used to complete that task without consideration as to their standing on the overtime list.

Section 6.3. Process for Crew Assignments.

Crew assignments are defined as a crew of employees all within one craft assigned to a specific job.

The process defined in Individual Work Assignments above is applicable, with the following exception.

A crew assigned to a specific project (example: week long conduit install) will solely be assigned any overtime related to the specific job.

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ARTICLE 11 - 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 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 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 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 5/9/2000)

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 this Article. Only employees who are qualified for the classification can be upcoded. Qualification determinations will be based on the current crediting plan and training requirements on file in the Human Resources Office. Prior qualification determinations will be reviewed when significant changes to the crediting plans and/or training requirements are made.

Upcoding work shall be distributed among the qualified employees in the same classification, and in the same duty station as equally as is practicable unless the work has been advertised as a temporary promotion and advertised under merit promotion procedures.

When it is known in advance that an upcode assignment will last for more than 60 consecutive calendar days, or when actual upcoding exceeds 70% of an employee's duty time within a 90 day period, an official personnel action (SF-52) must be processed to record the temporary upcode assignment in the employee's Official Personnel Record. Upcode assignments which are expected to last for more than 120 calendar days for one employee must be processed under merit promotion procedures. This section will begin upon implementation of this agreement and will not be retroactive.

Determinations for inclusion on the upcode list will be made by the supervisor. The supervisor may consult with senior qualified volunteer(s). (Section amended 1/1/2019)

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 has been returned verifying the qualifications. The supervisor must certify to the experience of the employee and complete a training assessment using the applicable upcode eligibility spreadsheet. (Section amended 1/1/2019)

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. If the employee is found to be eligible, the employee's name will be added to the upcode eligibility list and the employee will have 90 days to complete the outstanding remaining training requirements. If the employee, through no fault of his/her own, is unable to complete the required training within 90 days, a reasonable extension will be allowed. (Section amended 1/1/2019)

   (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 and supplemental training spreadsheet 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.

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ARTICLE 12 - 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 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)

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ARTICLE 13 - Wage Differential for Team Leader / Job 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 as acting team leader when the following circumstances are met:

1. The regular first line supervisor or regular Team Lead is absent for more than 2 consecutive work days, and
2. The second line supervisor is also absent during the same time period as (1) above, and
3. Management does not elect to temporarily designate a qualified acting supervisor over the team.

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 Hydroelectric Power Plant 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, 8/8/03, 4/6/09, 01/01/2019)

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, 11/28/01, 4/6/09, 1/1/2019)

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. (Section amended 6/30/71)

Section 6. This Article only applies during normal workdays when the supervisor or permanent Team Leader is scheduled to work.

Section 7. In addition to providing the Union an annual listing of employees qualified for upcoding, per Article 11 of this Agreement, 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 pay period.

Section 8. Acting Team Leader, Tracy Fish Facility

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.

Section 9. Job Leads will lead a crew of three or more of the same, craft employees, for mission critical tasks associated with power production, transmission, distribution, water controls and conveyance, other controls, indications and communications systems. Job Leads will be appointed when Management determines that the nature/complexity of the job necessitates the need. The job leader performs regular work that is the same as that done by the crew. The job leader works along with the crew and sets the pace; ensures that plans, blueprints, materials, and tools are available; assigns immediate tasks to individual crew members; answers questions from workers on procedures; ensures the crew has enough work to keep busy; checks on work in progress and when completed; ensures that safety rules are followed; coordinates work with other crafts, operations, and/or engineering. Reports to the team leader or supervisor on the status and progress of work. The job leader may hold clearances for other members of the crew as necessary. Job Leaders will be appointed before the start of the job. (Section added 1/1/2019)

ARTICLE 14 - Supervisors Performing Craft Work

Supervisors of IBEW-represented employees will not perform IBEW-represented employees' work, as defined in each employee's position description, unless one or more of the following circumstances occurs:

1. Emergency situations (as defined in Article 1).

2. Training of employees and demonstrating work methods.

3. As required or necessary when there is an immediate and obvious need to ensure the safety and security of employees and/or facilities or to meet legal obligations as imposed by law, regulation, or litigation.

4. Incidental assistance that is de minimis in scope of assignments.

For purposes of this Article, training is defined as a session between a supervisor responsible for IBEW-represented employees who is qualified to perform the work and one or more IBEW-represented employee. Such sessions are not to be deliberately made for the purposes of reducing the number of employees performing the work within bargaining unit classifications. Additionally, for purposes of this Article, incidental and de minimis is defined as work performed in a manner so minor that to make issue of it would be unreasonable or impractical.

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ARTICLE 15 - Shift Differentials

This article applies only when there are 2 or more regularly assigned shifts.

Section 1. Three-Shift Operations. A shift differential of 4.0 percent per hour based on the Shift Worker's hourly rate shall be paid for work periods regularly scheduled to begin between the hours of 2:00 p.m. and 7:59 p.m. (second shift). (Section amended 1/22/96, 9/15/98, and 1/1/2019)

A shift differential of 6.0 percent per hour based on the Shift Worker's hourly rate shall be paid for work periods regularly scheduled to begin between the hours of 8:00 p.m. and 5:59 a.m. (third shift). There shall be no shift differential for work schedules that start between the hours of 6:00 a.m. and 1:59 p.m. (first shift). (Section amended 2/16/75, 8/7/80, 8/27/91, 1/22/96, 9/15/98, and 1/1/2019)

Section 2. Two-Shift Operations. A shift differential of 6.0 percent per hour based on the Shift Worker's hourly rate of pay shall be paid for all 12 hour work periods regularly scheduled as second shift. There shall be no shift differential for all work periods scheduled as first shift. (Section added 1/1/2019)

Section 3. In all cases of mutually agreed changes in shift, any applicable shift differential shall be payable only for hours actually worked. (Section amended 2/16/75)

Section 4. 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)

Section 5. Due to the shift differential pay rate being changed from the Journeyman Hydroelectric Power Plant Operator hourly rate of pay to the Shift Worker's hourly rate of pay, Management agrees to pay a shift differential of 6 percent (second shift) and 8 percent (third shift) for Equipment Operators at the Tracy Fish Facility (SCCAO) for the duration of the term of the contract. (Section added 1/1/2019)

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ARTICLE 16 - 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. (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 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 prior to quitting time of the workday preceding the holiday, 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. (Section added 1/22/96)

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ARTICLE 17 - 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 2/16/75)

Section 2. Nonshift employees who are temporarily scheduled to work at other than their regular hours, under the provisions of Article 9, 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 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 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 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 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 2/16/75) (Article amended 6/30/71 and 8/7/80)

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ARTICLE 18 - Rest Period After Prolonged Work

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

There shall be included as part of the eight 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 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 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 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)

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ARTICLE 19 - 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)

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ARTICLE 20 - Leave

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

Section 2. Annual Leave shall be administered in accordance with appropriate regulations, shall be requested in advance, and shall not be taken until approved by Management. If an employee is unable to make the request in advance due to an emergency, the employee shall notify the supervisor as early as possible, and the supervisor may require documentary proof of the emergency. Supervisors may establish procedures for requesting annual leave. (Section amended 9/15/98 and 1/1/2019)

Section 3. Sick leave shall be administered in accordance with appropriate regulations. Supervisors may establish procedures for requesting sick leave. (Section amended 4/18/90 and 1/1/2019)

Section 4. Leave without pay shall be administered in accordance with appropriate regulations. Supervisors may establish procedures for requesting leave without pay. (Section amended 4/18/90 and 1/1/2019)

Section 5. Any changes to leave requesting procedures that require bargaining under 5 U.S.C. 7106 (b) will be presented to the IBEW 1245 Business Representative prior to implementation. Absence from duty without authorization will be considered a non-pay status (Absence Without Leave) for the entire period during which the employee is absent. (Section added 1/1/2019)

Section 6. When a Relief Hydrosystem Controller's regularly scheduled day off falls on Thanksgiving Day or Christmas Day, Management will not change the duty schedule to accommodate coverage because of an annual leave request. (Section added 3/4/1994)

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ARTICLE 21 - Training

Section 1. To implement the apprenticeship and promotional training system described in Article 3 of this 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 Area Office Management. Management representatives shall be designated by the Area Office Manager 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 Area Office, designated by the Business Representative of IBEW Local 1245, after consultation with the Area Office Management; one management representative from each Area Office, designated by the Area Office Manager; plus the IBEW Business Representative, and one representative from the Labor Relations Office. The functions, duties, and responsibilities of these committees shall be as described in appropriate training plans. (Section amended 2/16/75 and 1/1/2019)

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 CDL, Management will pay the cost of the physical examination and any additional training required by the employer. After initial employment, if Management 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.

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ARTICLE 22 - Jury Duty

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. (Article added 11/28/01)

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ARTICLE 23 - Disciplinary Action

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 8/7/80)

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ARTICLE 24 - 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 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)

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ARTICLE 25 - 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 the HR Office, and to be furnished to the employee by Management or HR. Revocations will be effective no sooner than the beginning of the first full pay period following the one-year anniversary of the employee’s request for dues allotment. (Section amended 8/7/80 and 1/1/2019)

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ARTICLE 26 - 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 2/16/75)

Section 3. Each Area 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 5/24/78, 8/7/80 and 1/1/2019)

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 appropriate intervals to maintain required certifications. (Section amended 1/1/2019)

Section 5. Annual 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 Area Office Management, after consultation with IBEW 1245 Business Representative. 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 5/24/78, 9/15/98, 11/28/01, and 1/1/2019)

Section 6. IBEW 1245 Business Representative or designee shall serve on an appropriate safety committee in each Area Office. 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 5/24/78, 8/7/80, 9/15/98, and 1/1/2019)

Section 7. Union shall appoint one member to serve on the Regional Safety Committee if established. Such appointee shall be the IBEW 1245 Business Representative. Union may appoint an alternate, to serve in the absence of the representative. (Article added 6/30/67)

Section 8. Management and IBEW enjoy a long history of working together to promote and Operations and Maintenance (O&M) environment that is safe, productive, and committed to providing reliable power and other related support services to our customers. The following Code of Conduct for Safety and Excellence will be adhered to by Management and Employees responsible for O&M within the CVP and another other facilities with IBEW-represented employees. Management and Employees will:

A. Promote an environment with safety, quality, ethics, and science at the

forefront in all work activities accomplished.

B. Remain vigilant at all times, seek out hazards, and report all concerns without fear or reprisal.

C. Exercise “stop work” authority and participate in discussions with co-workers, supervisors, or safety representatives to resolve unsafe conditions, clarify work instructions, and propose any additional controls with the end goal of safely removing “stop work” and completing the job.

D. Operate in an alcohol and drug free workplace.

E. Respect Management directives that are safe and reasonable.

F. Arrive to work as scheduled, ready, willing, and able to work for the hours assigned.

G. Ensure proper and safe storage and maintenance of tools and equipment.

H. Never participate in job slowdowns, disruptions, or activities designed to extend the job or create unnecessary overtime.

I. Adhere to their responsibilities as defined in the collective bargaining agreement.

J. Intervene with, and coach one another on, any observed safety deficiencies or reckless behavior.

K. Management will:

1. Investigate incidents in order to seek facts, not fault; however, if discipline is necessary, it will be carried out in a fair and consistent manner.

2. Provide sufficient job layouts/diagrams to minimize downtime and maximize productivity.

3. Provide facilities and work sites that meet and/or exceed all safety and occupational health standards. (Section added 7/6/2016) (Article amended, and sections renumbered 2/16/75 and 1/1/2019)

ARTICLE 27 - 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 safety, first aid or other training. They may also be assigned to perform miscellaneous duties in sheltered locations. (Section amended 1/1/2019) (Article added 6/25/70)

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ARTICLE 28 - Resident Employees

Section 1. Certified Resident Plant Mechanics, Certified Resident Electricians and Certified C & I Mechanics

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 journeyperson may perform the following functions for periods of time not to exceed 4 hours 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 Hydroelectric Power Plant Operator or Hydroelectric Power Plant Operator depending on the work activity. Hydroelectric Power Plant 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. (Section amended 10/30/06)

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ARTICLE 29 - Pay Retention

The Parties hereto agree that the Union may at any time initiate bargaining to provide 24 months of pay retention for bargaining unit employees. (Section amended 1/1/2019) (Section added 1/6/83)

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ARTICLE 30 - Drug Testing Program

Section 1. Definitions

Commercial Motor Vehicle (CMV). A commercial motor vehicle means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

A. Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle rating of more than 10,000 pounds; or

B. Has a gross vehicle weight rating of 26,001 or more pounds; or

C. Is designed to transport 16 or more passengers, including the driver; or

D. Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which requires the motor vehicle to placarded under the Hazardous Material Regulation (49 CFR 172, subpart F).

Commerce means (1) any trade, traffic or transportation within the jurisdiction of the United States between a place in a State and place outside of such State, including a place outside of the United States, and (2) trade, traffic, and transportation in the United States which affects any trade, traffic and transportation described in part (1) of this definition.

Confirmation Test means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screening test. Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for the five drug panel.

Driver means any employee who operates a commercial motor vehicle. For the purposes of pre-employment/pre-duty testing only, the term driver includes a person applying to the Department or Bureau of drive a commercial motor vehicle.

Employee Assistance Program (EAP) is a program provided directly by the Department (Bureau) or through a contracted service provider to assist employees in dealing with drug or alcohol dependence and other personal problems. Rehabilitation and reentry to the work force are usually arranged through an EAP.

Medical Review Officer (MRO) is a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated from a drug test who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an employee/applicant’s confirmed positive test results together with his or her medical history and any other relevant biomedical information.

Performing (a safety-sensitive function) means a driver considered to be performing a safety-sensitive function during any period in which he or she is actually

performing, ready to perform, or immediately available to perform any safety-sensitive functions.

Prohibited Drug means marijuana, cocaine, opioids, amphetamines, phencyclidine, or any drug identified by Department of Transportation (DOT) Regulations. (Section amended 1/1/2019)

Refuse to submit (to a controlled substance test) means that a driver fails to provide adequate urine for controlled substance testing without a valid medical explanation after he or she has received notice of the requirement for urine testing, or engages in conduct that clearly obstructs the testing process.

Screen test (also known as initial test) in controlled substance testing means an immunoassay screen to eliminate “negative” urine specimens from further consideration.

Split Specimen means an additional specimen collected with the original specimen, to be tested in the event the original specimen tests positive.

Substance abuse professional means a licensed physician or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

Section 2. Prohibited Conduct

No driver shall report for duty or remain on duty requiring the performance of safety sensitive functions when the driver violates a condition below. No supervisor/manager having actual knowledge that a violation has occurred shall permit the driver to perform or continue to perform safety-sensitive functions.

A. Has used a controlled substance, except when the use is prescribed by a physician who has advised the driver that his/her ability to safely operate a CMV will not be adversely affected.

B. Tests positive for controlled substances with the exception of (A) above.

No driver shall refuse to submit to a controlled substance test. No supervisor/manager shall permit a driver who refuses to submit to such tests to perform or continue to perform safety-sensitive functions.

Section 3. Determining Drug Violations

The determination by management that a driver has engaged in prohibited conduct may be made on the basis of:

A. Direct observation of drug use.

B. Criminal conviction of use, possession, distribution, or trafficking of a controlled substance.

C. A MRO verified positive drug test result conducted under the DOT program.

D. The driver's own admission of violating a drug prohibition.

E. Other appropriate administrative inquiry that produces evidence of drug related misconduct.

Section 4. Actions Following a Drug Violation

The Bureau, having actual knowledge that a driver has engaged in prohibited conduct, shall not permit that driver to perform or continue to perform a safety-sensitive function unless the driver has satisfied the requirements addressed below.

A. A driver who has engaged in prohibited conduct shall be evaluated by a substance abuse professional who shall determine what assistance, if any, the employee needs in resolving problems associated with controlled substance use.

B. Before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in prohibited conduct, the driver shall undergo a controlled substance test with a verified negative result if the conduct involved a controlled substance.

C. In addition, each driver identified as needing assistance in resolving problems associated with misuse or controlled substance use:

1. Shall be evaluated by a substance abuse professional to determine that the driver has properly followed any rehabilitation program, and

2. Shall be subject to unannounced follow up controlled substance tests administered by the Department following the driver's return to duty. The number and frequency shall be directed by the substance use professional and consists of at least six tests in the first 12 months following the driver's return to duty. The substance abuse professional may direct the driver to undergo return-to-duty and follow-up testing for substance abuse. Follow-up testing shall not excel 60 months from the date the driver returns to duty. The substance abuse professional may terminate the requirement for a follow-up testing at any time after the first six tests have been administered.

NOTE: The Bureau shall ensure that the substance abuse professional who determines that a driver requires assistance does not refer the driver to their own private practice or to a practice that they have a financial interest in. Note there are some exceptions to this requirement in the FHWA Final Rule.

D. The requirements of this section do not apply to applicants who refuse to

submit to a pre-employment controlled substance test or who have a pre-employment controlled substance test with a verified positive test result.

E. The cost for rehabilitation and treatment are not the responsibility of the Bureau.

Section 5. Types of Testing

Six types of testing are required under the Omnibus Transportation Employee Testing Act of 1991.

A. Pre-employment
B. Reasonable suspicion
C. Post-accident
D. Random
E. Return-to-duty
F. Follow-up

In addition to these six types of testing, blind sample testing will be performed as a quality assurance measure for the testing laboratory. All time spent to and from the collection site for any type of testing (except pre-employment for applicants not required by the Department) is considered on-duty time. Random tests can only ordered by the DOI Drug Staff.

Section 6. Finding of Drug Use

For the first positive drug test, the employee will (A) be referred to the Employee Assistance Program (EAP) who will recommend any required rehabilitation; (B) be removed from any Commercial Vehicle Activities until satisfactory completion of the required rehabilitation as determined by the EAP/Medical Review Officer (MRO); and (C) the agency will initiate appropriate disciplinary action consistent with the DOI table of penalties and with consideration of factors identified in Douglas v. Veterans Administration, including but not limited to: Nature and seriousness of offense; past performance, discipline and work record; consistency of penalty with similar cases, nature of the employee position and effect of the offense on that position; and any mitigating circumstances.

Upon the second instance of a confirmed position Drug Test and/or failure to complete any required rehabilitation, the agency will initiate a proposed removal.

(Article added 11/4/2002)

ARTICLE 31 - Alcohol Testing Program

Section 1. Policies.

No driver shall report for duty, perform safety sensitive duties, or remain on duty requiring the performance of safety-sensitive functions if impaired by alcohol, regardless of the source. This includes any employee called back to duty.

Alcoholism is regarded as a treatable illness; however an employee determined to be impaired for duty or who consumes alcohol during the performance of his/her work will be removed from the workplace. Transportation arrangements will be made for impaired employees. Any expenses incurred in transporting the impaired employee are to be borne by the employee. In no case will the employee be allowed to drive.

To ensure fitness for duty, employees in safety-sensitive positions which require a commercial drivers license (CDL) must refrain from drinking alcohol for at least 4 hours prior to reporting for duty. Employees who violate this policy are subject to disciplinary action and testing based on reasonable suspicion.

Employees in safety-sensitive positions are not permitted to consume any alcohol during any work period, which includes meal breaks and work related activities.

Employees in safety-sensitive positions are required to provide their supervisors a copy of an arrest document, citation summons, or conviction notice resulting from an alcohol related incident, including driving under the influence (DUI) or driving while intoxicated (DWI) within 5 working days of receipt of the notice, or if confined to a hospital, within 5 working days from release from the hospital or at the time of receipt, whichever is later. Supervisors are to provide a copy of the notice to the EAP Counselor upon referral.

Section 2. Responsibilities.

A. DOI contracts with local providers for alcohol testing in compliance with the requirements of DOT regulations and maintains a listing of service providers.

B. MP-500 administers the alcohol testing program Region-wide for employees in safety-sensitive positions who are required to obtain a CDL.

1. The MP HR Office will provide a 30 day advance notice to all employees prior to their names being included in the random pool for alcohol testing. A copy will also be provided to the Union.

2. Provide advice and guidance to supervisors on disciplinary actions, suitability and medical qualifications determination, determination as to whether or not an impaired employee is handicapped.

C. Area offices ensure supervisors who have responsibility for designated alcohol testing positions are provided appropriate training.

D. Management:

1. Know which subordinate positions require a CDL.

2. Provide a Day of Test Notice to an employee at the time the employee is directed to go for the test.

3. Notify a higher-level supervisor when he/she believes an employee should be tested for cause.

4. Interview any employee with a test result of .02 or higher or an employee who has received an arrest citation, summons, or conviction notice resulting from an alcohol related incident including DUI or DWI, and refer the employee to the EAP or appropriate medical staff. As appropriate, consult with the EAP Coordinator, EAP Counselor, and/or MP Human Resources Office to determine what course of action, if any, is needed.

5. Document all behavior, conduct, or performance problems which may lead to testing for cause. Document the interview with an employee following a test result of .02 or higher or receipt of an arrest, citation, summons, or conviction notice resulting from an alcohol-related incident, as well as the basis for taking any action. Maintain such records as prescribed by regulation.

6. Coordinate all EAP sponsored counseling sessions with the EAP Coordinator. Grant Administrative Leave (excused absence) for such sessions. Grant sick and/or annual leave, and/or leave without pay, as appropriate, for counseling sessions at a treatment facility under an extended treatment plan.

7. Take action to remove from the workplace an employee whom the supervisor has determined to be impaired. Arrange transportation. Grant leave, as appropriate, for the remainder of the work day.

Section 3. General Provisions

Alcohol testing pool. All safety-sensitive positions which required a CDL will be include in the alcohol testing pool. The Alcohol Testing Program will be an automated system which will be used to select employees to be tested on a random basis. The number of alcohol random tests conducted annually must equal the minimum required by the Department of Transportation (DOT) regulations.

Training. Supervisors of employees required to maintain CDLs will be scheduled to attend at least 1 hour of training on the physical, behavioral, speech, and performance indicators of probably alcohol misuse. Prior to initiating alcohol testing the supervisor will have comprehensive training in the DOT requirements and regulations for alcohol testing.

Section 4. Types of Tests

Alcohol testing will be conducted randomly, and for post-accident, reasonable suspicion, and follow up before an employee may return to duty after testing positive. Testing may be conducted just before, during, or after performance of safety-sensitive duties, except for follow up testing. The testing dates and time will be unannounced and unpredictable frequency throughout the year. Testing will be accomplished in accordance with DOT standards. The testing method will be an evidential breath test which shall provide an initial screening test, which will provide a result at the time and place of the test and shall provide an alcohol concentration reading. Where a positive result occurs on the initial screening, a confirmation test shall be conducted which will provide a printed record of the test number and test result.

Two breath tests are required to determine if a person has a prohibited alcohol concentration. First a screening test is conducted. A result less than 0.02 alcohol concentration is considered a "negative test." If the alcohol concentration is 0.02 or greater, a second confirmation test must be conducted. The confirmation test result will determine action to be taken.

Section 5. Finding of Alcohol Use

An employee whose breath test is 0.02 or higher alcohol concentration must be removed from the workplace, evaluated by the employee's immediate supervisor, and referred to an EAP Counselor for evaluation. Such employee must also be prohibited from performing safety sensitive duties (driving) for at least 24 hours. On the first occurrence, a Letter of Warning will be issued. On a second occurrence, the employee will be dismissed from work, placed on AWOL, and appropriate disciplinary action consistent with the DOI table of penalties and with consideration of factors identified in Douglas v. Veterans Administration, including but not limited to: Nature and seriousness of offense,; past performance, discipline and work record; consistency of penalty with similar cases, nature of the employee position and affect of offense on that position; and any mitigating circumstances, will be initiated. On a third occurrence, the agency will initiate a proposed removal.

An employee whose breath test result is confirmed at or above 0.04 alcohol concentration is regarded as having a "positive" test result, and is considered significantly impaired. Such employee must be removed from the workplace immediately upon such a determination, evaluated by the employee's supervisor, and referred to an EAP Counselor for evaluation. Such employee cannot be returned to a safety-sensitive function until the employee undergoes evaluation and completed rehabilitation where necessary, a substance abuse professional determines that the employee has successfully completed any required rehabilitation; and the employee undergoes a return-to-duty test with a result of less than 0.02. The agency will initiate appropriate disciplinary action consistent with the DOI table of penalties and with consideration of factors identified in Douglas v. Veterans Administration as outlined in the paragraph above.

Upon the second test of a result of 0.02 or higher, and/or failure to complete any required rehabilitation, the agency will initiate a proposed removal from federal service.

An employee who refuses to submit to a breath test as provided for herein will be regarded as having disobeyed a direct order and the agency will initiate appropriate disciplinary action. A second refusal to comply will result in the agency initiating a proposed removal.

(Article added 11/4/2002)

ARTICLE 32 - CCAO Communications and Instrumentation (C&I) Mechanics Work Assignments

Section 1. In accordance with their job definition, the C&Is are responsible for installation, troubleshooting and repair of the telephone system. For maintenance support, the point of demarcation is established in the administration phone equipment room.

Section 2. Telephone systems and LANs for all I&M facilities are assigned to C&Is. C&Is are responsible for equipment in direct support of CCAO's operations and maintenance of main facilities. Examples are: All powerplants, dams, pumping plants, switch yards, telemetering stations, etc. C&I maintenance responsibilities include all work on equipment, cable routings, terminal locations, phone lines, peripheral equipment, LAN, and computer equipment that supports maintenance functions, including the device connected on the end of the circuit back to the origination point of the circuit located in the telephone switch room. C&I craft maintenance functions in addition to pumps, motors, generators, power production equipment, include tests which require the use of software and computers. Examples of such are test equipment which require interfacing to PC's, protective relays, weather stations for Folsom Power Plant operations, data acquisition loggers used as troubleshooting tools in the power plant and pumping plant, Pulsar Relay test set, IDEC PLC for pumping plant, Doble test set, KWH meters, digital governors CVACS systems, LAN in the power plant, modems, radio communication equipment, and fiber optics. The telephone maintenance function involves the line drops supporting modems, which connect the different pieces of equipment supporting CVACS communication. This requires C&Is to access the telephone switch room to troubleshoot when problems occur. Also, to troubleshoot Folsom's two-way radio base station problems. Specialized computer systems installed for direct support of Operations and Maintenance, i.e., SCADA, CVACS, and all local and remote radio circuits, etc. are the responsibility of the C&I's.

Section 3. All affected personnel will have access to programs for troubleshooting, alarm reports, and maintenance features needed to perform their maintenance responsibilities.

Section 4. C&Is shall be involved in all training, planning and implementing changes to associated equipment, in order to respond in emergencies and as requested. (Article added 12/1/2003)

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ARTICLE 33 – Wage Surveys

Section 1. The Parties agree to utilize the comparable companies as outlined in Section 1.1 through Section 1.10 in order to negotiate the basic rates of pay for employees covered by this Agreement in accordance with Article 4, Compensation and Negotiations, Section 704 of Public Law 95-454 (Civil Service Reform Act of 1978) and Public Law 92-392(9)(a) and (b) (Prevailing Rates System Act of 1972)) in the territory in which the Project's activities are carried on.

1. Sacramento Municipal Utility District (SMUD)
2. California Department of Water Resources (DWR)
3. Merced Irrigation District (Merced ID)
4. Modesto Irrigation District (Modesto ID)
5. Northern California Power Agency (NCPA)
6. Pacific Gas and Electric (PG&E)
7. PacifiCorp
8. San Luis and Delta-Mendota Water Authority (San Luis)
9. Santa Clara Valley Water District (Santa Clara)
10. Turlock Irrigation District (Turlock ID)

Section 2. – The comparable positions between the California-Great Basin Region and the comparable companies are:

1. Building Repair Worker, BB-4749
    a. Utility Crafts Worker, 6265 – DWR\
    b. Building Carpenter 1, 50051805 – SMUD
2. Communications and Instrumentation Mechanic, BB-2604
    a. Operator Technician, 5410 – Modesto ID
    b. Instrumentation and Control Technician, 3914 – Modesto ID
    c. Test technician, 8321 – Modesto ID
    d. Hydro Technician – NCPA
    e. Tech Operator (V) – NCPA
    f. CT Specialist (V) – NCPA
    g. Telecom Technician, 2409 – PG&E

h. Electrical Technician, 2400 – PG&E
i. Senior Telecom Technician 1, 50052107 – SMUD
j. Electrical Technician, 50051653 – SMUD
k. Electronic Technician, 20017 – Turlock ID

3. Hydroelectric Power Plant Operator, BB-5407
    a. Hydroelectric Plant Operator, 6463(B) – DWR
    b. Roving Operator, 1741 – PG&E
    c. Hydroelectric Operator 1, 50051723 – SMUD
4. Hydro Electric Power Plant Operator, Senior, BB-5407
    a. Senior Hydroelectrical Plant Operator, 6462 – DWR
    b. Hydroelectric Operator, 1827 – PG&E
    c. Senior Hydroelectric Operator 1, 50118747 - SMUD
5. Crane Operator, BB-5725
    a. Crane Operator, 1594 – PG&E
    b. Overhead Crane Operator, PacifiCorp
    c. Heavy Equipment Operator, JN5 – Santa Clara
    d. Heavy Equipment Operator, 50049 – Turlock ID
6. Electrician (Power System), BB-2810
    a. Hydroelectric Plant Electrician 1, 6455 – DWR
    b. Electrician HE, 0467 – PG&E
    c. Electrician, 50051647 – SMUD
    d. Hydroelectric Electrician – San Luis
7. Equipment Mechanic, BB-5803
    a. Heavy Equipment Mechanic B, 6834 – DWR
    b. Equipment Mechanic – Merced ID
    c. Heavy Equipment Mechanic, 3615 – Modesto ID
    d. Equipment Mechanic, 1255 – PG&E
    e. Garage Mechanic 1C, PacifiCorp

f. Senior Vehicle Mechanic 1, 50083253 – SMUD

g. Fleet Equipment Technician, 50026 – Turlock ID

8. Equipment Mechanic Helper, BB-5803

    a. Garage Attendant, 0060 – PG&E

    b. Vehicle Attendant, Step 5, 50052158 – SMUD

    c. Equipment Mechanic, JG1 – Santa Clara

9. Hydro System Controller, BB-5407

    a. Power Systems Operator II 1, 50051907 – SMUD

    b. Power Control Center Operator, Journey, 20027 – Turlock ID

10. Maintenance Worker, BB-4749

    a. Construction/Maintenance Worker, 2111 – Modesto ID

    b. Utility Worker 1, Step 4, 50052155 – SMUD

    c. Maintenance Worker – San Luis

    d. Maintenance Worker II, JM5 – Santa Clara

    e. Maintenance Worker II, 50047 – Turlock ID

11. Mobile Power Equipment Operator, BB-5716

    a. Heavy Equipment Operator, 4212 – Modesto ID

    b. TND Operator, 1660 – PG&E

    c. Heavy Equipment Operator, 50083171 – SMUD

    d. Heavy Equipment Operator, San Luis

    e. Heavy Equipment Operator, JN5 – Santa Clara

12. Painter, BB-4102

    a. Painter B, 1925 – PG&E

    b. Industrial Painter II, FV5 – Santa Clara

13. Plant Mechanic, BB-5352

    a. Hydroelectric Plant Mechanic I, 6456 – DWR

    b. Equipment Mechanic, 1255 – PG&E

    c. Plant Mechanic, 50051860 – SMUD

d. Plant Mechanic II – San Luis

14. Truck Driver, BB-5703

    a. Truck Driver Heavy – Merced ID

    b. Heavy Truck Driver, 0462 – PG&E

    c. Heavy Equipment Operator – San Luis

15. Water Treatment Plant Operator, BB-5409

    a. Water Treatment Plant Operator, 8710 – Modesto ID

    b. WTO II (FA5) – Santa Clara

    c. Sewer / Water Treatment Technician, 60012 – Turlock ID

Section 3. The Parties recognize, as stated in Appendix B, that the wages for the following positions will be set as a percentage:

1. Relief workers are 105% of their respective crafts.
2. Residents are 105% of their base craft.
3. Senior Control Operators are 112.5% of Control Operator.
4. Helpers are 73% of their respective crafts.
5. Irrigation Systems Mechanics and Industrial Equipment Mechanics are 92% of the Plant Mechanic.
6. Laborers are 68% percent of the Maintenance Worker.
7. Equipment Operator (Fish Facilities) are 96% of the Maintenance Worker.

Section 4. No later than April 30th each calendar year, either party may trigger, in writing, the process for comparable companies and positions being renegotiated. If neither party requests to renegotiate survey companies, the previously mutually agreed to companies will be used for surveying all represented classifications to obtain pertinent salary information and comparable positions which will be used to negotiate a new pay schedule.

Section 5. No later than September 30th each year, the parties will survey the comparable companies to determine rates of pay for the next calendar year as outlined in Article 4, Compensation and Negotiations. The Parties agree to use the wage rates that will be effective January 1st of the upcoming year for each comparable company.

1. Calculations will be completed for each individual classification and the combined Core classification.

2. Comparable classification wage rates will be averaged by summing all of the applicable comparable company upcoming year rates and dividing by the number of applicable comparable companies (arithmetic mean).
3. The Core wage rates will be the arithmetic mean of Comparable classification averages from Section 5.b. for the Hydro Power Plant Operator, Electrician, and Plant Mechanic.
4. In the event a comparable company has not released or finalized their rates of pay by November 20th of the of the wage schedule expiring, the parties will utilize that comparable company's average (arithmetic mean) increase over the last three years in place of their wages adjustment as calculated with the agreed to spreadsheet.
5. The arithmetic mean (prevailing rate) result for each classification will be the set wages for each classification, unless the Parties have mutually agreed to a different rate or as identified in Section 3a-g and Section 5.e.a.
6. During the term of the CBA, the Core wage rate will be calculated by utilizing the arithmetic mean of each Core classification (i.e. ($63.44+$59.32+$58.75)/3=$60.50).
7. In the event that subsequent actual comparable rates result in a calculated decrease, the current wage will be carried forward without change (wage rate will not decrease).

Section 6. In accordance with Article 4, Section 1, either party may trigger the above process to recalculate any or all current rates of pay not more than once per calendar year. (Article added 7/11/2023).

ARTICLE 34 - Complete Agreement

This Agreement is the entire agreement between the Parties. This Agreement replaces and supersedes all prior agreements and memoranda between the Parties which were executed prior to this Agreement. Any agreements reached between the Parties after execution of this Agreement will be maintained as Memorandums of Agreement and will either be rendered obsolete or incorporated into the Agreement during the next term negotiations.

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Appendix A - Alternative Work Schedules

Title of MOU	Effective
1. NCAO: 12-Hour Work Schedule	06/04/03
2. CVO Office: 10-Hour Compressed Work Schedule	07/11/06
3. SCCAO: Tracy 5/4-9 Compressed Work Schedule	11/23/09
4. NCAO: 10 Hour Shift Operations	5/21/10
5. NCAO: Return to 4/10s	2/28/12
6. NCAO: AWS C&I Mechanics	12/22/14
7. SCCAO Friant 6am Start Time	4/30/15
8. CVOO: 12 Hour Shift Operators	10/16/17
9. NCAO: AWS Electricians	10/15/15
10. SCCAO: Friant Dam Compressed Work Schedule	3/13/18

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Appendix B - Wage Schedules

Basic hourly rates are applicable to California-Great Basin Region, Bureau of Reclamation employees operating and maintaining the Central Valley Project or engaged in related operations in the same general area. Agreement on an annual wage schedule process was reached on 5/9/2023. In accordance with Article 33, the wages for each year are determined based on prevailing wage data. The wage increases are effective the first full pay period of the Calendar Year.

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.

Position Title	Hourly Rate Effective 1/1/2023
Building Repairworker	$51.63
Communications & Instrumentation Mechanic	$67.12
C&I Mechanic, Resident	$70.48
Hydroelectric Power Plant Operator	$61.14
Hydroelectric Power Plant Operator, Relief	$64.20
Hydroelectric Power Plant Operator, Senior	$68.78
Hydroelectric Power Plant Operator Relief, Senior	$72.22
Crane Operator	$54.52
Electrician (Power System)	$61.14
Electrician, Helper	$44.63
Electrician (Power System) Resident	$64.20
Equipment Mechanic	$48.30
Equipment Mechanic, Helper	$35.26
Equipment Operator (Fish Facility)	$38.25
Equipment Operator Relief (Fish Facility)	$40.16
Hydro System Controller 1	$83.38
Hydro System Controller	$84.38
Hydro System Controller Relief	$88.60
Hydro System Controller Relief/Scheduler	$88.60
Industrial Equipment Mechanic	$56.25
Irrigation Systems Mechanic	$56.25
Irrigation Systems Mechanic Helper	$41.06
Laborer	$27.10
Maintenance Worker	$39.85

Mobile Power Equipment Operator	$51.16
Mobile Power Equipment Operator, Helper	$37.35
Painter	$57.29
Plant Mechanic	$61.14
Plant Mechanic Helper	$44.63
Plant Mechanic, Resident	$64.20
Truck Driver, Heavy Duty	$41.64
Water Treatment Plant Operator	$52.62

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.

Building Repairworker Job Leader	$55.76
C&I Mechanic Job Leader	$72.49
C&I Mechanic, Resident Job Leader (NM only)	$76.11
Electrician (Power System) Job Leader	$66.03
Electrician (PS) Resident Job Leader (NM only)	$69.33
Equipment Operator (Fish Facility) Job Leader	$41.31
Hydro System Controller Job Leader	$91.13
Irrigation Systems Mechanic Job Leader	$60.75
Maintenance Worker Job Leader	$43.04
Painter Job Leader	$61.87
Plant Mechanic Job Leader	$66.03
Plant Mechanic, Resident Job Leader (NM only)	$69.33
MPE Operator Job Leader (NCAO Only)	$55.25

TEAM LEADER POSITIONS

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)

Civil Maintenance Team Leader (NM only)	$60.92
Civil Maintenance Team Leader (CCAO only)	$60.92
Civil Maintenance Team Leader (NCAO only)	$65.41
C&I Mechanic Team Leader	$79.20
C&I Mechanic Resident Team Leader (NM only)	$83.16
Electrician (Power System) Team Leader	$72.15
Electrician (PS) Resident Team Leader (NM only)	$75.75
Equipment Operator (Fish Facility)Team Leader	$45.14

Hydro System Controller Team Leader	$99.57
Irrigation Systems Mechanic Team Leader	$66.37
Multi Craft Team Leader (NM only)	$79.20
Multi Craft Resident Team Leader (NM only)	$83.16
Operations Team Leader	$81.16
Plant Mechanic Team Leader	$72.15
Plant Mechanic, Resident Team Leader (NM only)	$75.75

APPRENTICE WAGE RATES

Apprentice, C&I Mechanic	
1st six months is 62.5% of journey level rate	$41.95
2nd six months is 65%	$43.63
3rd six months is 67.5%	$45.31
4th six months is 70%	$46.98
5th six months is 72.5%	$48.66
6th six months is 75%	$50.34
7th six months is 77.5%	$52.02
8th six months is 80%	$53.70
9th six months is 85%	$57.05
10th six months is 90%	$60.41

Apprentice, Electrician	
Apprentice, Plant Mechanic	
Apprentice, Control Operator	
1st six months is 67.5% of journey level rate	$41.27
2nd six months is 70.5%	$43.10
3rd six months is 72.5%	$44.33
4th six months is 75%	$45.86
5th six months is 77.5%	$47.38
6th six months is 80%	$48.91
7th six month is 85%	$51.97
8th six months is 90%	$55.03

Apprentice, Painter	
1st six months is 75% of journey level rate	$42.97
2nd six months is 78%	$44.69
3rd six months is 81%	$46.40
4th six months is 84%	$48.12
5th six months is 87%	$49.84
6th six months is 90%	$51.56

Apprentice, Equipment Mechanic	
1st six months is 67.5% of journey level rate	$32.60

2nd six months is 70.5%	$34.05
3rd six months is 72.5%	$35.02
4th six months is 75%	$36.23
5th six months is 77.5%	$37.43
6th six months is 80%	$38.64
7th six months is 85%	$41.06
8th six months is 90%	$43.47

Apprentice, Irrigation Systems Mechanic	
1st six months is 67.5% of journey level rate	$37.97
2nd six months is 70.5%	$39.66
3rd six months is 72.5%	$40.78
4th six months is 75%	$42.19
5th six months is 77.5%	$43.59
6th six months is 80%	$45.00
7th six month is 85%	$47.81
8th six months is 90%	$50.62

General Labor Agreement
Between the Bureau of Reclamation
United States Department of the Interior, California Great Basin Region
And
Local Union 1245 of the International Brotherhood of Electrical Workers

IN WITNESS HEREOF, the Parties below have entered into this General Labor Agreement for the term of August 1, 2023 through December 31, 2025.

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

RICHARD PACILEO Digitally signed by RICHARD PACILEO Date: 2023.07.06 13:08:07 -07'00'

Richard Pacileo, Chief Negotiator

Jay Emami

JAY EMAMI Digitally signed by JAY EMAMI Date: 2023.06.15 11:06:05 -07'00'

Kevin Jacobs

LEVI JOHNSON Digitally signed by LEVI JOHNSON Date: 2023.06.15 11:13:15 -07'00'

Levi Johnson

JOHN MERCADO Digitally signed by JOHN MERCADO Date: 2023.06.14 11:34:06 -07'00'

John Mercado

APPROVED

Ernest A. Conant Digitally signed by Ernest A. Conant Date: 2023.07.11 13:55:04 -07'00'

Ernest A. Conant
California-Great Basin Regional Director

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

Lou Mennel, Chief Negotiator

Cary Fox

Murray Janisse

John Chappelle

Dylan Gottfried
IBEW 1245 Senior Assistant Business Manager

Bob Dean
IBEW 1245 Business Manager

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

5/30/2024

Kenneth Cooper,
International President

This approval does not make the International a party to this agreement.

Agency Head Review

JENNIFER ACKERMAN

Digitally signed by JENNIFER ACKERMAN
Date: 2023.08.01 14:47:56 -04'00'

Jennifer A. Ackerman
Director, Office of Human Capital

8/1/23

Effective Date

General Labor Agreement
Between the Bureau of Reclamation
United States Department of the Interior, California Great Basin Region
And
Local Union 1245 of the International Brotherhood of Electrical Workers

The Parties below have agreed to Appendix B to the General Labor Agreement for the term of January 1, 2023 through December 31, 2023.

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

RICHARD PACILEO Digitally signed by RICHARD PACILEO Date: 2023.07.06 13:09:32 -07'00'

Richard Pacileo, Chief Negotiator

Kevin Jacobs

JAY EMAMI Digitally signed by JAY EMAMI Date: 2023.06.15 09:45:58 -07'00'

Jay Emami

LEVI JOHNSON Digitally signed by LEVI JOHNSON Date: 2023.06.15 09:56:07 -07'00'

Levi Johnson

JOHN MERCADO Digitally signed by JOHN MERCADO Date: 2023.06.14 11:31:54 -07'00'

John Mercado

APPROVED
Ernest A. Conant Digitally signed by Ernest A. Conant Date: 2023.07.11 13:56:37 -07'00'

Ernest A. Conant
California-Great Basin Regional Director

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

Lou Mennel, Chief Negotiator

Cary Fox

Murray Janisse

John Chappelle

Dylan Gottfried
IBEW 1245 Senior Assistant Business Manager

Bob Dean
IBEW 1245 Business Manager

COMPLIANCE REVIEW
BRYAN RAINEY Digitally signed by BRYAN RAINEY Date: 2023.07.18 13:48:19 -07'00'

Bryan Rainey
Human Capital Officer
Bureau of Reclamation

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.
5/30/2024
Kenneth Cooper,
International President
This approval does not make the International a party to this agreement.

Appendix B - Wage Schedules

Basic hourly rates are applicable to California-Great Basin Region, Bureau of Reclamation employees operating and maintaining the Central Valley Project or engaged in related operations in the same general area. Agreement on an annual wage schedule process was reached on 5/9/2023. In accordance with Article 33, the wages for each year are determined based on prevailing wage data. The wage increases are effective the first full pay period of the Calendar Year.

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.

Position Title	Hourly Rate Effective 1/14/2024
Building Repair Worker	$53.27
Communications & Instrumentation Mechanic	$70.31
C&I Mechanic, Resident	$73.83
Hydroelectric Power Plant Operator	$63.39
Hydroelectric Power Plant Operator, Relief	$66.55
Hydroelectric Power Plant Operator, Senior	$71.30
Hydroelectric Power Plant Operator Relief, Senior	$74.87
Crane Operator	$56.59
Electrician (Power System)	$63.39
Electrician, Helper	$46.27
Electrician (Power System) Resident	$66.55
Equipment Mechanic	$50.21
Equipment Mechanic, Helper	$36.65
Equipment Operator (Fish Facility)	$39.79
Equipment Operator Relief (Fish Facility)	$41.78
Hydro System Controller 1	$86.65
Hydro System Controller	$87.65
Hydro System Controller Relief	$92.03
Hydro System Controller Relief/Scheduler	$92.03
Industrial Equipment Mechanic	$58.31
Irrigation Systems Mechanic	$58.31
Irrigation Systems Mechanic Helper	$42.57
Laborer	$28.19
Maintenance Worker	$41.46

Mobile Power Equipment Operator	$53.07
Mobile Power Equipment Operator, Helper	$38.73
Painter	$59.22
Plant Mechanic	$63.39
Plant Mechanic Helper	$46.27
Plant Mechanic, Resident	$66.55
Truck Driver, Heavy Duty	$43.31
Water Treatment Plant Operator	$54.70

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.

Building Repair Worker Job Leader	$57.53
C&I Mechanic Job Leader	$75.93
C&I Mechanic, Resident Job Leader (NM only)	$79.73
Electrician (Power System) Job Leader	$68.45
Electrician (PS) Resident Job Leader (NM only)	$71.87
Equipment Operator (Fish Facility) Job Leader	$42.97
Hydro System Controller Job Leader	$94.66
Irrigation Systems Mechanic Job Leader	$62.97
Maintenance Worker Job Leader	$44.77
Painter Job Leader	$63.96
Plant Mechanic Job Leader	$68.45
Plant Mechanic, Resident Job Leader (NM only)	$71.87
MPE Operator Job Leader (NCAO Only)	$57.30

NCAO FOREMAN 1 POSITIONS

An employee designated as the NCAO Foreman 1 position will receive 112% above their respective craft wage. The NCAO Hydroelectric Power Plant Senior Operator will receive 4% above the Foreman 1 wage. (Amended 01/16/24)

NCAO C&I Foreman 1	$78.74
NCAO Hydroelectric Power Plant Operator, Senior	$81.89
NCAO Electrician (Power System) Foreman 1	$70.99
NCAO Maintenance Worker Foreman 1	$46.44
NCAO Painter Foreman 1	$66.33
NCAO Plant Mechanic Foreman 1	$70.99

TEAM LEADER POSITIONS

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)

Civil Maintenance Team Leader (NM only)	$62.86
Civil Maintenance Team Leader (CCAO only)	$62.86
Civil Maintenance Team Leader (NCAO only)	$69.88
C&I Mechanic Team Leader (C&I Intr Mech)	$82.98
C&I Mechanic Resident Team Leader (NM only)	$87.11
Electrician (Power System) Team Leader (base)	$74.79
Electrician (PS) Resident Team Leader (NM only)	$78.53
Equipment Operator (Fish Facility) Team Leader	$46.95
Hydro System Controller Team Leader	$103.43
Irrigation Systems Mechanic Team Leader	$68.81
Multi Craft Team Leader (NM only)	$82.97
Multi Craft Resident Team Leader (NM only)	$87.11
Operations Team Leader	$78.53
Plant Mechanic Team Leader	$74.79
Plant Mechanic, Resident Team Leader (NM only)	$78.53

APPRENTICE WAGE RATES

Apprentice, C&I Mechanic	$43.94
1st six months is 62.5% of journey level rate	$45.70
2nd six months is 65%	$47.46
3rd six months is 67.5%	$49.22
4th six months is 70%	$50.97
5th six months is 72.5%	$52.73
6th six months is 75%	$54.49
7th six months is 77.5%	$56.25
8th six months is 80%	$59.76
9th six months is 85%	$63.28
10th six months is 90%	

Apprentice, Electrician	
Apprentice, Plant Mechanic	
Apprentice, Control Operator	
1st six months is 67.5% of journey level rate	$42.78
2nd six months is 70.5%	$44.68
3rd six months is 72.5%	$45.95
4th six months is 75%	$47.54
5th six months is 77.5%	$49.12
6th six months is 80%	$50.70
7th six month is 85%	$53.87
8th six months is 90%	$57.04
Apprentice, Painter	
1st six months is 75% of journey level rate	$44.42
2nd six months is 78%	$46.19
3rd six months is 81%	$47.97
4th six months is 84%	$49.74
5th six months is 87%	$51.52
6th six months is 90%	$53.30

Apprentice, Equipment Mechanic	
1st six months is 67.5% of journey level rate	$33.89
2nd six months is 70.5%	$35.39
3rd six months is 72.5%	$36.40
4th six months is 75%	$37.65
5th six months is 77.5%	$38.91
6th six months is 80%	$40.16
7th six months is 85%	$42.67
8th six months is 90%	$45.18
Apprentice, Irrigation Systems Mechanic	
1st six months is 67.5% of journey level rate	$39.36
2nd six months is 70.5%	$41.11
3rd six months is 72.5%	$42.27
4th six months is 75%	$43.73
5th six months is 77.5%	$45.19
6th six months is 80%	$46.65
7th six month is 85%	$49.56
8th six months is 90%	$52.48

General Labor Agreement
Between the Bureau of Reclamation
United States Department of the Interior, California Great Basin Region
And
Local Union 1245 of the International Brotherhood of Electrical Workers

The Parties below have agreed to Appendix B to the General Labor Agreement for the term of January 14, 2024, through December 31, 2024.

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

JAMES BROWN Digitally signed by JAMES BROWN Date: 2024.02.27 15:56:56 -08'00'

James Brown, Chief Negotiator

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

Lou Mennel, Chief Negotiator

APPROVED

KARL STOCK Digitally signed by KARL STOCK Date: 2024.02.27 17:03:02 -08'00'

Karl Stock
California-Great Basin Regional Director
Manager

Dylan Gottfried
IBEW 1245 Senior Assistant Business Manager

Bob Dean
IBEW 1245 Business Manager

COMPLIANCE REVIEW

BRYAN RAINEY Digitally signed by BRYAN RAINEY Date: 2024.02.29 14:37:37 -08'00'

Bryan Rainey
Human Capital Officer
Bureau of Reclamation

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.
5/30/2024
Kenneth Cooper,
International President
This approval does not make the International a party to this agreement.

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.

Pay Plan	Occupational Code	OC/OCM Code for E-TAS	Position Title	Hourly Rate Effective 1/12/2025
BB	4749	4749CN	Building Repairworker	$55.18
BB	2604	260402	Communications & Instrumentation Mechanic	$72.88
BB	2604	260437	C&I Mechanic, Resident	$76.52
BB	5407	5407DD	Hydroelectric Power Plant Operator	$65.74
BB	5407	5407DE	Hydroelectric Power Plant Operator, Relief	$69.03
BB	5407	5407DF	Hydroelectric Power Plant Operator, Senior	$73.96
BB	5407	5407DG	Hydroelectric Power Plant Operator Relief, Senior	$77.66
BB	5725	572501	Crane Operator	$58.59
BB	2810	281002	Electrician (Power System)	$65.74
BB	2810	2810B8	Electrician, Helper	$47.99
BB	2810	281019	Electrician (Power System) Resident	$69.03
BB	5803	580304	Equipment Mechanic	$52.03
BB	5803	580305	Equipment Mechanic, Helper	$37.98
BB	5701	570109	Equipment Operator (Fish Facility)	$41.05
BB	5701	570110	Equipment Operator Relief (Fish Facility)	$43.10
BB	5407	540723	Hydro System Controller 1	$93.02
BB	5407	540750	Hydro System Controller	$94.02
BB	5407	5407AP	Hydro System Controller Relief	$98.72
BB	5407	540748	Hydro System Controller Relief/Scheduler	$98.72
BB	5352	5352AQ	Industrial Equipment Mechanic	$60.48
BB	5318	531803	Irrigation Systems Mechanic	$60.48
BB	5318	531837	Irrigation Systems Mechanic Helper	$44.15
BB	3502	350201	Laborer	$29.08
BB	4749	474902	Maintenance Worker	$42.77
BB	5716	571612	Mobile Power Equipment Operator	$54.74
BB	5716	571613	Mobile Power Equipment Operator, Helper	$39.96
BB	4102	410201	Painter	$61.21
BB	5352	535201	Plant Mechanic	$65.74
BB	5352	5352AB	Plant Mechanic Helper	$47.99
BB	5352	535243	Plant Mechanic, Resident	$69.03
BB	5703	570307	Truck Driver, Heavy Duty	$44.87
BB	5409	540903	Water Treatment Plant Operator	$60.31

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	$59.59
BL	2604	260434	C&I Mechanic Job Leader	$78.71
BL	2604	260459	C&I Mechanic, Resident Job Leader (NM only)	$82.65
BL	2810	281052	Electrician (Power System) Job Leader	$71.00
BL	2810	281053	Electrician (PS) Resident Job Leader (NM only)	$74.55
BL	5701	570111	Equipment Operator (Fish Facility) Job Leader	$44.33
BL	5407	540737	Hydro System Controller Job Leader	$101.54
BL	5318	531838	Irrigation Systems Mechanic Job Leader	$65.32
BL	4749	474988	Maintenance Worker Job Leader	$46.19
BL	4102	4102BL	Painter Job Leader	$66.11

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BL	5352	5352AC	Plant Mechanic Job Leader	$71.00
BL	5352	535240	Plant Mechanic, Resident Job Leader (NM only)	$74.55
BL	5716	571682	MPE Operator Job Leader (NCAO Only)	$59.12
			NCAO FOREMAN 1 POSITIONS	
			The NCAO employee designated as the Foreman I will receive 112% above their respective craft wage. The NCAO Senior Operator will receive 4% above the Foreman I wage.	
BL	2604		NCAO C&I Foreman 1	$81.63
BL	5407		NCAO Hydroelectric Power Plant Operator, Senior	$84.89
BL	2810		NCAO Electrician (Power System) Foreman 1	$73.63
BL	4749		NCAO Maintenance Worker Foreman 1	$47.90
BL	4102		NCAO Painter Foreman 1	$68.56
BL	5352		NCAO Plant Mechanic Foreman 1	$73.63
			TEAM LEADER POSITIONS	
			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)	$65.11
BL	4749	4749AC	Civil Maintenance Team Leader (CCAO only)	$65.11
BL	4749	4749AD	Civil Maintenance Team Leader (NCAO only)	$72.23
BL	2604	260417	C&I Mechanic Team Leader	$86.00
BL	2604	260442	C&I Mechanic Resident Team Leader (NM only)	$90.30
BL	2810	281050	Electrician (Power System) Team Leader	$77.57
BL	2810	2810H9	Electrician (PS) Resident Team Leader (NM only)	$81.45
BL	5701	570112	Equipment Operator (Fish Facility)Team Leader	$48.44
BL	5407	540768	Hydro System Controller Team Leader	$110.94
BL	5318	531839	Irrigation Systems Mechanic Team Leader	$71.37
BL	2604	260444	Multi Craft Team Leader (NM only)	$86.00
BL	2604	260445	Multi Craft Resident Team Leader (NM only)	$90.30
BL	5407	540795	Operations Team Leader	$87.27
BL	5407		NCAO Operations Team Leader	$100.17
BL	5352	535213	Plant Mechanic Team Leader	$77.57
BL	5352	5352AE	Plant Mechanic, Resident Team Leader (NM only)	$81.45
			APPRENTICE WAGE RATES	
BB	2604		Apprentice, C&I Mechanic	
BB		260421	1st six months is 62.5% of journey level rate	$45.55
BB		260422	2nd six months is 65%	$47.37
BB		260423	3rd six months is 67.5%	$49.19
BB		260424	4th six months is 70%	$51.02
BB		260425	5th six months is 72.5%	$52.84
BB		260426	6th six months is 75%	$54.66
BB		260427	7th six months is 77.5%	$56.48
BB		260428	8th six months is 80%	$58.30
BB		260429	9th six months is 85%	$61.95
BB		260430	10th six months is 90%	$65.59
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	$44.37
BB			2nd six months is 70.5%	$46.35
BB			3rd six months is 72.5%	$47.66
BB			4th six months is 75%	$49.31
BB			5th six months is 77.5%	$50.95
BB			6th six months is 80%	$52.59

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BB			7th six monthis is 85%	$55.88
BB			8th six months is 90%	$59.17
BB	4102		Apprentice, Painter	
BB		410220	1st six months is 75% of journey level rate	$45.91
BB		410221	2nd six months is 78%	$47.74
BB		410222	3rd six months is 81%	$49.58
BB		410223	4th six months is 84%	$51.42
BB		410224	5th six months is 87%	$53.25
BB		410225	6th six months is 90%	$55.09
BB	5803		Apprentice, Equipment Mechanic	
BB		580351	1st six months is 67.5% of journey level rate	$35.12
BB		580352	2nd six months is 70.5%	$36.68
BB		580353	3rd six months is 72.5%	$37.72
BB		580354	4th six months is 75%	$39.02
BB		580355	5th six months is 77.5%	$40.32
BB		580356	6th six months is 80%	$41.62
BB		580357	7th six months is 85%	$44.23
BB		580358	8th six months is 90%	$46.83
BB	5318		Apprentice, Irrigation Systems Mechanic	
BB		531820	1st six months is 67.5% of journey level rate	$40.82
BB		531821	2nd six months is 70.5%	$42.64
BB		531822	3rd six months is 72.5%	$43.85
BB		531823	4th six months is 75%	$45.36
BB		531824	5th six months is 77.5%	$46.87
BB		531825	6th six months is 80%	$48.38
BB		531826	7th six monthis is 85%	$51.41
BB		531827	8th six months is 90%	$54.43