BASIC LABOR
AGREEMENT

**between**

**The Southwestern**

**Power Administration**

**and**

**The International Brotherhood Of Electrical Workers**

**Local Union No. 1002**

**in effect from**

**October 1, 2013 to September 30, 2015**

**

BASIC LABOR
AGREEMENT

THIS BOOK

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ARTICLE I — PURPOSE

 This agreement is made and entered into by and between the Southwestern Power Administration and the International Brotherhood of Electrical Workers, Local Union 1002.

 The purpose of this agreement is to prescribe certain rights and obligations of the employees of the Southwestern Power Administration (Southwestern) bargaining unit represented by the International Brotherhood of Electrical Workers, Local Union No. 1002 (Union), and to delineate procedures which are designed to meet the special requirements and needs of Southwestern to maintain a safe and reliable electrical transmission system. The provisions of this agreement will be interpreted in a manner consistent with the requirements of an effective and efficient Government.

ARTICLE II — RECOGNITION, COVERAGE,
AND DURATION

Section 2.1. All nonsupervisory wage-hour employees, excluding supervisors and management officials, as defined in 5. U.S.C. 7103(a)(10) and (11), are employees occupying positions within the bargaining unit. The above ­described bargaining unit is represented for purposes of exclusive recognition by the Union.

Section 2.2. The public interest in the accomplishment of the purposes set forth in this article always being paramount, Southwestern and the Union further agree that, until good faith attempts to reach agreement have failed and an impasse has been declared, there will be no change in the conditions in any written understandings applicable to such issue. Furthermore, it is understood and agreed that the formulation of this Labor Agreement does not in any way imply that the hourly employees 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 for which Southwestern was established. Should a contingency arise where any hourly employee ceases work of his/her own volition contrary to law or this Labor Agreement, Southwestern will supply itself with the services of any other worker for the purpose of carrying on continuity of electric service. It is further agreed that no provision of this Labor Agreement shall be interpreted as relieving any hourly employee from any prosecution, penalty, or liability imposed by law for engaging in a strike against the Government of the United States, or for membership in an organization asserting a right to strike against said Government, or for advocating the overthrow of said Government by force or violence, or for membership in an organization which advocates the overthrow of said Government by force of violence.

 The terms and conditions of this agreement apply only to positions within the bargaining unit and to employees who occupy those positions.

Section 2.3. This local Basic Labor Agreement shall become fully binding upon Southwestern and the Union when agreed to in accordance with the Union’s policies and procedures, executed by the Administrator of Southwestern, and approved by the Secretary of Energy. This agreement shall remain in effect until 12 a.m., October 1, 2015.

Section 2.4. This Labor Agreement may be terminated at any time by mutual consent of Southwestern and the Union. If either party decides to terminate or the other party does not agree thereto, either party may terminate this Labor Agreement, effective on the anniversary date hereof, by giving to the other party a notice of termination at least sixty (60) days prior to such anniversary date. Any termination shall automatically terminate all Supplementary Agreements.

ARTICLE III — EMPLOYEE RIGHTS

Section 3.1. Each Southwestern bargaining unit employee has the right to form, join, or assist any labor organization or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right.

Section 3.2. Nothing in this agreement requires an employee to become or remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions.

ARTICLE IV — MANAGEMENT RIGHTS

Section 4.1. This agreement shall be in all respects in compliance with section 7106 (a) of the 1978 Civil Service Reform Act, and nothing in this agreement shall affect the authority of the employer:

A. To determine the mission, budget, organization, number of employees, and internal security practices of Southwestern; and

 B. In accordance with applicable law —

(1) To hire, assign, direct, lay off, and retain employees in Southwestern or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Southwestern operations shall be conducted;

(3) With respect to filling positions, to make selections for appointments from —

(a) Among properly ranked and certified candidates for promotions; or

(b) Any other appropriate source; and

(4) To take whatever actions may be necessary to carry out Southwestern’s mission during emergencies.

Section 4.2. Nothing in this article shall preclude Southwestern and the Union from negotiating:

A. At the election of Southwestern, the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

B. Procedures which management officials of the Agency will observe in exercising any authority under this section;

C. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE V — UNION RESPONSIBILITIES

Section 5.1. The Union is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership.

Section 5.2. The Union shall honor its obligation to negotiate in good faith, which shall include the obligation to approach negotiations with a sincere resolve to reach agreement and avoid unnecessary delays.

ARTICLE VI — COMPENSATION

Section 6.1. The hourly rates of pay for regularly scheduled work, night shift differential, overtime, and work on holidays to be paid to the hourly employees shall be determined through the process of collective bargaining between Southwestern and the Union. All rates shall be subject to and conform to all laws, executive orders, and regulations now in effect and hereafter issued which are controlling upon Southwestern and based on the rates for work of a similar nature performed under similar circumstances throughout the general area in which Southwestern normally requires hourly employees to work. The statutes state, in part: “. . . compensation shall be fixed and adjusted from time to time as nearly as is consistent with the prevailing rates. . . ” (63 Stat. 954, 955).

Section 6.2. (Reserved) — BASIC WAGE RATES

Section 6.3. Basic wage rates for the various labor classifications of employees in the unit shall be established from time to time through collective bargaining procedures, subject to the provisions of Section 6.1 of this article. A schedule of said basic wage rates, to be incorporated as part of this Basic Labor Agreement as Exhibit A, with the effective date shown thereon, shall be issued by Southwestern as soon as said rates have been approved.

 For the term of this agreement only, the basic wage rate schedule negotiated and issued shall be based on the arithmetical average of the top scale rate in effect October 1 of each fiscal year for the labor classification of Lineman (Electric Power), or its equivalent, by Western Farmers Electric Cooperative, City Utilities of Springfield, City Water & Light Jonesboro, Public Service Company of Oklahoma, Entergy Arkansas, and The Empire District Electric Company.. The basic wage rate for all labor classifications shall be, by appropriate amendment, increased or decreased, as the case may be, to maintain the following relationship to wages for Lineman (Electric Power): System Meter and Relay Craftsman, 114%; System Electrical Control Craftsman, 112%; Working Foreman, 116%; Electrician (Substation), 100%; Maintenance Worker Foreman, 100%; Senior Equipment Operator, 100%; and Line Equipment Operator, 90%; Laborer, 54%; Electrician Mechanic, 70%; Equipment Operator, 80%. The Journeyman-in-Charge is 110% of the Journeyman’s basic wage rate.

Section 6.4. Each basic wage rate schedule issued shall remain effective until a subsequent schedule has been issued.

Section 6.5. An existing schedule may be amended only by negotiations as described in Article XII, and subject to the provisions of 6.1 of this Article.

 COMPUTATION OF WAGES

Section 6.6. Each employee shall be paid at the basic wage rate for his/her classification established for each compensable unit of time he/she works or is absent in pay status, except when the employee is entitled to a higher rate of pay as provided in this Article.

Section 6.7. An employee shall be in overtime status during each compensable unit of time the employee works in excess of the basic eight (8) or ten (10) hours on any workday during his/her scheduled workweek. An employee shall also be in overtime status during each compensable unit of time he/she works during any day not a part of his/her scheduled workweek. As further provided herein, because of specified conditions and exigencies, certain hours or compensable units of time worked by an employee either during or after his/her regularly scheduled hours, or on any day not a part of his/her scheduled workweek, may be paid at a premium rate other than the overtime rate.

Section 6.8. Each employee shall be paid the highest applicable overtime or other premium pay rate prescribed in this agreement for each such compensable unit of time he/she works. However, no employee shall be paid more than one overtime or other premium pay rate for any unit of time worked.

Section 6.9. Premium Rates. Premium pay rate is defined as any rate of pay which is higher than the basic wage rate. Overtime is defined as any time worked in excess of the regularly scheduled eight (8) or ten (10) hour workday or (40) forty hour workweek. Overtime pay is a premium rate since it is more than straight time. Some work covered by premium rates in this agreement may be performed during or outside the regularly scheduled workday. Examples of premium pay in addition to overtime are: environmental, hazardous, night differential, Sunday, or holiday. A fractional part of an hour shall be considered a full hour.

 The following premium rates apply:

A. Overtime Pay: For each compensable unit of time worked in overtime status, the employee shall be paid at the overtime rate of one and one-half times his/her basic wage rate, except when the employee works during conditions, exigencies, or hours as further provided for herein, the employee shall be paid at the premium rate provided for in this section.

B. Sunday Pay: For each compensable unit of time worked on Sunday, the employee shall be paid a premium rate of two (2) times his/her basic wage rate.

C. Night Pay: A premium night differential rate of two (2) times the basic wage rate shall be paid to the employee for each compensable unit of time worked outside his/her duty hours when the time worked is within a period which begins at 9 p.m. and ends at 8 a.m., if working a five (5) day week, or ends at 7 a.m. if working a four (4) day week.

D. Holiday Pay: For the purpose of computing holiday pay, each employee shall be considered absent in pay status on each holiday falling within his/her scheduled duty hours, whether or not he/she works on that day. Not only will each employee be compensated for being absent in pay status, but, in addition, each employee shall be paid for each compensable unit of time worked at a premium rate of:

(1) Two (2) times his/her basic wage rate when the unit of time worked is within a period which begins at 12:01 a.m. and ends at 7 a.m. or within a period which begins at 5:31 p.m. and ends at 12 midnight.

(2) One and one-half times his/her basic wage rate when the unit of time worked is within a period which begins at 7 a.m. and ends at 5:30 p.m.

E. Environmental Pay and/or Hazardous Pay: Each employee shall be paid at a premium rate of two (2) times his/her basic rate of pay for each compensable unit of time worked while exposed to rain or snow or exceptionally cold weather of such severity that work would normally be suspended but is performed on orders of an official above Working Foreman due to the exigency or emergency nature of the situation.

 When hazardous conditions are indentified, employees while working in environmental protective clothing shall receive a premium pay of 25 percent of the basic rate of pay with a one (1) hour minimum, as approved by management. Environmental protective clothing is defined as specialized clothing and/or personal protective equipment (PPE) specially provided to the employee for the performance of identified environmental hazardous duties.

 If an employee is required to work a total of sixteen (16) hours (including the scheduled work day) of the past twenty-four (24) hours, he/she shall be granted a rest period of eight (8) consecutive hours with no loss in straight-time pay. However, if an emergency exists which makes it necessary to limit the rest period to less than eight (8) consecutive hours, the employee shall receive a premium rate of double time for each hour worked until relieved for an eight (8) hour period. On non-work days these overtime provisions will continue with the exception of the paid rest period.

 Employees, while working on structures at a height of eighty-five feet or more above the ground, or while working suspended free of a structure on any conductor whose point of suspension is 85 feet or more above the ground, shall be paid the premium rate as follows:

 85-100 feet: Employees shall be paid at the premium rate of two (2) times the basic rate of pay with a two-hour minimum.

 Above 100 up to 200 feet: Employees shall be paid at the premium rate of two (2) times the basic rate of pay with a three-hour minimum.

 Above 200 feet: Employees shall be paid at the premium rate of two (2) times the basic rate of pay with a four-hour minimum.

 Employees, when actually performing fixed-wing or helicopter transmission line aerial patrol, shall receive a premium pay of 25 percent of the basic hourly rate for all hours flown. A minimum of two (2) hours pay will be due on all days such work is performed.

 Employees, while working in environmental protective clothing, shall receive a premium pay of 25 percent of the basic rate of pay with a one (1) hour minimum.

F. Call-Back Pay: Each employee who is required to return to duty for overtime shall be paid for an overtime period of at least three (3) hours, except for work performed within the three (3) hours immediately before his/her scheduled workday. Each employee who is required to work three hours or more after being required to return to duty for unscheduled overtime or premium time work shall be paid at the applicable rate of pay for thirty (30) minutes in addition to the time actually worked. Employees who are called outside their regularly scheduled hours and provide technical assistance or resolve maintenance or repair issues by telephone shall be paid at the applicable rate of pay for one (1) hour of pay, not to exceed three (3) hours in a twenty-four (24) hour period.

G. Step-Up Pay and Journeyman-In-Charge Pay:

(1) When a Working Foreman, Senior Equipment Operator, or Maintenance Worker Foreman is on leave, or is away from his/her assigned crew more than one (1) hour, management shall step-up a qualified Journeyman when routine production, maintenance or emergency work is required. The pay will be the rate of the higher classification of Working Foreman, Senior Equipment Operator, or Maintenance Worker Foreman. The minimum time increment is one (1) hour.

(2) When three (3) or more Journeymen are working or called out after hours, one (1) Journeyman will be designated by management as the Working Foreman, when the Working Foreman is physically unavailable.

(3) When two (2) or more Journeymen are assigned by management to work together without a supervisor or Working Foreman, one (1) shall be appointed by a supervisor to serve as a Journeyman-In-Charge and the rate will be 110% of the journeyman’s basic wage rate. The minimum time increment is one (1) hour.

(4) When an employee is qualified as a Journeyman in a higher graded craft and is assigned to perform the full duties of the higher-graded craft, the employee will be paid the rate of the higher-graded craft. The minimum time increment is one (1) hour.

(5) If an employee works below his/her classification, he/she will suffer no loss in pay.

(6) Journeyman-in-Charge pay will NOT be paid in the following circumstances:

(a) Station inspections,

(b) Switching,

(c) When two (2) or more Journeymen are assigned to work at the same location but are working on two (2) different projects,

(d) Patrolling the same transmission line provided there is no more than thirty (30) miles of separation.

(e) When two (2) or more Journeymen are in the same vehicle for the purpose of:

1. Traveling to pick up supplies.

2. Traveling to a worksite, where a Working Foreman or Journeyman-in-Charge has already been assigned by management.

3. Traveling to meetings, training, or medical facilities.

4. Traveling to pick up a vehicle or other equipment at a repair shop, or any other vendor.

(f) While performing general shop duties such as: cleaning, repairing equipment or vehicles.

(g) Anytime the Supervisor or Working Foreman needs to travel less than one (1) hour from the crew after he has assigned the crewmen their respective duties and he remains within communicating distance in case the crewmen should need other directions from him before he returns to the jobsite.

(h) Snow removal.

H. Hot Sticking: Hot sticking shall be defined as performing work on transmission line conductors 12,500 volts or higher, and/or their respective structures (line energized or not energized) within employee’s reach or falling distance of the conductors. Hot sticking provisions shall apply until mechanical grounds are properly installed providing a dead line to the worker. Employees performing hot sticking shall be paid at a premium rate of 110 percent of the basic rate of pay.

I. Stand-by Pay: When an employee is requested to remain at, or in the vicinity of, a particular place or work location on “stand by” status, the employee shall be paid for each “stand by” hour at the applicable rate of pay.

J. Off-Property Restoration Pay: For each compensable unit of time worked on non-Southwestern electrical facilities to assist with emergency disaster recovery or storm repairs, the employee shall be paid at a rate of two times his/her basic wage rate. Restoration premium pay is not applicable when such work is performed on the facilities of other federal agencies unless such premium pay is provided for under the applicable terms of corresponding bargaining agreements of such federal agencies. Restoration premium pay is not applicable when such work is performed on the facilities of Southwestern preference customers. Off-property restoration pay for hours worked begins when the employee arrives at his/her duty station and terminates upon his/her return to his/her duty station or, upon approval of the employee’s supervisor, the employees residence or other mutually agreed upon point of origin.

ARTICLE VII — DUES WITHHOLDING

Section 7.1. Southwestern agrees to withhold the Union dues of bargaining unit employees who are members of the Union and who authorize on Standard Form 1187 a voluntary allotment to be deducted from their compensation when the amount of the employee’s check is sufficient to cover the dues to be withheld. To accomplish this, the Union assumes responsibility for purchasing and distributing to its members Standard Form 1187 and will forward properly executed and certified Standard Form 1187 to the Personnel Office for processing. Southwestern will process these forms and deduct dues, in the amount specified by the Union, from the compensation of Union members who initiate such deductions as described above. These deductions will be totaled, and a check for the total amount will be forwarded to the Union every two weeks. Administrative errors in remittance checks will be corrected and adjusted in the next remittance checks to the Union. Southwestern shall be held harmless for any errors associated with a withholding of dues. Overpayments to the Union will be promptly refunded by the Union upon discovery of the error. The amount specified by the Union to be deducted may not be altered more frequently than once every twelve (12) months.

Section 7.2.

A. A properly executed authorization to deduct dues may not be revoked for a period of one (1) year from its effective date. After one (1) year, an authorization may be revoked at any time.

B. Dues withholding authorization once revoked may not be reinstated sooner than one (1) year following the date of the revocation.

Section 7.3. Upon this Agreement’s termination, all dues withholding authorizations will be immediately revoked.

ARTICLE VIII — LABOR MANAGEMENT RELATIONS, IMPROVEMENT AND COOPERATION

Section 8.1. Authorized representatives of the Union shall be permitted to visit the places of work under the jurisdiction of Southwestern, and in accordance with applicable regulations and Southwestern’s security procedures, provided that, in areas determined by Southwestern to be restricted, they shall be accompanied by an official of Southwestern, and, provided further, that Southwestern may deny any particular representative of the Union the privilege of making such visits when, in the judgment of Southwestern, such denial is required in the interest of National Security. Union representatives shall confine their activities during such visits to matters relating to the Labor Agreement and Supplementary Agreements and will advise an appropriate official of Southwestern in advance of their visit. Visits shall not be made for purpose of requesting hourly employees to leave their places of work, except that hourly employees may, when permission to leave is granted by the supervisor, accompany the Union representative.

Section 8.2. Stewards shall be designated by the hourly employees through the Union. The Union shall furnish their names to Southwestern for posting on appropriate bulletin boards. The stewards are authorized to perform and discharge the duties and responsibilities which properly may be assigned to them by the Union, and Southwestern agrees that there shall be no discrimination against a steward because of the performance of such duties. One steward shall be designated for each group of hourly employees comprising a unit. Stewards shall not use their offices for unwarranted absences from duty, nor shall such stewards permit the duties assigned to them by the Union to interfere unreasonably with their work for Southwestern.

Section 8.3. If an hourly employee is elected or appointed to an office in the Union which requires all or a part of his time, Southwestern may, in keeping with applicable law and regulations, and, whenever practicable, grant the appropriate leave or leave without pay for such purpose, up to a maximum of three (3) years, for such purpose. When granting such leave would interfere unduly with Southwestern’s operations, the hourly employee may, at his request, be separated from employment for such purposes. Such an hourly employee shall not lose his seniority established on the date of his departure, shall accrue such further seniority during periods of leave as is permissible under applicable laws and regulations, and shall not be discriminated against if he makes application for employment.

Section 8.4. A copy of the Labor Agreement and each Supplementary Agreement shall be furnished all hourly employees. Also, a copy of the Labor Agreement and each Supplementary Agreement shall be maintained by Southwestern at each place at which hourly employees regularly report for work.

 A bulletin board shall be maintained at such places upon which shall be posted a notice of the location of said copies, with a copy of the current basic wage rate schedule. Such bulletin boards shall also be made available to the Union for posting of official Union bulletins. All Union notices must be approved by the Administrator of Southwestern or someone designated by him for the purpose, before they are posted. In general, the following material will be approved without question:

A. Notices of Union recreation and social affairs.

B. Notices of Union elections, appointments, and results of Union elections.

C. Notices of Union meetings.

D. Copies of communications between the Union and the units.

Section 8.5. Each hourly employee appointed by the Union as a member of the Negotiation Committee shall be granted official time and pay at their respective basic hourly rate not to exceed thirty (30) hours per team position per calendar year during regular working hours for the purpose of negotiating an agreement or amendment to an agreement. Moreover, each negotiating team member from the unit shall be granted appropriate travel time to and from the place of negotiations.

 In addition to the time during the regular working hours actually devoted to negotiations, the said thirty (30) hours shall include time devoted to preliminary meetings between the parties, if any, as well as time devoted to mediation and impasse-resolution processes when needed. Overtime and premium pay in connection with the foregoing are not authorized.

Section 8.6. The Union acknowledges that Southwestern has a continuing obligation to improve the efficiency of operations in accordance with the express directives of the President, the Congress, the Office of Personnel Management, and the Department of Energy. The Union recognizes, further, that to fulfill this obligation Southwestern must effectively evaluate machine and manpower productivity, utilization and proficiency, and determine the methods, means, and personnel by which the operations will be conducted.

Section 8.7. The Union agrees that increased productivity and efficiency depend upon the continuous development and implementation of modern and progressive work practices.

Section 8.8. The Union agrees to encourage employees to find better and more efficient methods of performance and to cooperate with Southwestern in the conservation of manpower, materials, and supplies; the elimination of wasteful practices; and the improvement of the quality and quantity of product and/or service.

Section 8.9. Southwestern and the Union recognize that they have a common and sympathetic interest in the power industry in the Southwestern Power Administration service area and its development and that the promotion of their common interest will be furthered and extended by the establishment and maintenance of labor-management cooperation between the Administrator and bargaining unit employees.

 A Cooperative Labor-Management Committee to consist of an equal number of representatives chosen by the Union from Southwestern bargaining unit employees and by the Administrator from supervisory staff may be established.

 This committee, which shall have power of self-organization and shall record all proceedings, shall give consideration to such matters as the elimination of waste in construction and production; the conservation of materials, supplies, and energy; the improvement in quality of workmanship and services; the promotion of education and training; the correction of conditions which may lead to grievances and misunderstandings; the encouragement of courtesy in the relations of Southwestern employees with the public; the safeguarding of health; the prevention of hazards to life and property; the betterment of employment conditions; and the strengthening of the morale of the service; but shall not consider or act upon grievances, disputes, rates of pay, or other such matters which are subject to bargaining between Southwestern and the Union.

ARTICLE IX — UNFAIR LABOR PRACTICES

Section 9.1. In those instances where an option exists as to the use of the grievance procedure (Article 10 of this agreement) or the unfair labor practice procedure provided by 5 U.S.C. 7118, the employee may use the grievance procedure. The grievance procedure is preferred because it provides an expeditious process for resolving differences between the parties, and it is the dispute settlement mechanism fashioned mutually by the parties as part of their good faith labor-management relationship. In those instances where an option exists as to the use of the unfair labor practice procedure or the negotiability dispute procedure, the negotiability procedure will be used.

Section 9.2. Thirty (30) days before filing an unfair labor practice complaint with the Federal Labor Relations Authority, the Union will serve Southwestern with the charge and evidence and attempt to resolve the matter informally.

ARTICLE X — SETTLEMENT PROCEDURES

Section 10.1. A grievance is a complaint and request for personal relief by any employee in the unit concerning any matter relating to the effect, interpretation, or a claim of breach of the agreement. This procedure does not apply to a grievance concerning:

A. Any prohibited political activities.

B. Classification of any position.

C. Retirement, life insurance, or health insurance.

D. A suspension or removal in the interest of national security.

E. Any examination, certification, or appointment.

Section 10.2. This procedure is the only procedure available to bargaining unit employees for the processing and disposition of grievances described by Section 1 of this Article.

Section 10.3. Grievances under the terms of this article may be initiated by bargaining unit employees, either singly or jointly.

Section 10.4. A bargaining unit employee initiating a grievance under the terms of this article may elect to represent himself or herself in formal discussions with the employer or may select a representative of his/her own choosing.

Section 10.5. In the event two (2) or more employees grieve identical issues, the grievances may be combined at either the employees’ or the employer’s option.

Section 10.6. If the following procedural requirements are not met by each grievant, the grievance will be rejected and not processed.

A. Each formal grievance must be reduced to writing and submitted to the grievant’s second level supervisor within ten (10) work days of the particular act or occurrence precipitating the grievance.

B. Each grievance must contain a clear and detailed explanation of the complaint including the article and section of the agreement alleged to have been violated and the specific personal relief sought by the grievant.

C. Once a grievance has been submitted in writing as prescribed by Step 2 of Section 10.7 of this article, it may not be altered or amended in any manner.

D. A grievance will be canceled:

(1) At the employee’s written request.

(2) Due to the employee’s failure to prosecute his/her grievance. The Union has a responsibility to exercise due diligence in assuring that the employee understands that unless the employee furnishes the required information timely and duly proceeds with advancement of the grievance, the grievance will be canceled.

Section 10.7. Following are the steps in the grievance procedures:

 Step 1: Bargaining unit employees will, prior to filing a written formal grievance as described in Section 10.6 of this Article, informally attempt resolution of the matter precipitating the grievance by communicating orally with his/her immediate supervisor. The grievant will discuss the matter with the party grieved against, and the parties will attempt settlement of it. This process must be accomplished within the ten (10) work day time limit between the act or occurrence precipitating the grievance and the deadline for filing the formal written grievance.

 Step 2: If the grievance is not resolved in Step 1, grievances filed by bargaining unit employees must be reduced to writing as prescribed by Section 10.6 of this article and submitted to the grievant’s second level supervisor, who will consider the matter and will give the grievant a written decision regarding the grievance within ten (10) work days of his or her receipt of the grievance. Should the grievance be settled during this process, the grievant will withdraw the grievance in writing or the parties will reduce the settlement to writing, stating that the matter is closed, and sign it. A final decision rendered in accordance with the provisions of this Section which 1) resolves the grievance to the satisfaction of the grievant or 2) adopts the remedy sought by the grievant as stated in the original grievance submission may not be appealed to arbitration.

 Step 3: If the grievance is not settled in Step 2, the decision rendered may be appealed to arbitration in accordance with the provisions of Article XI.

Section 10.8. Where a question of grievability is raised by Southwestern or the Union during the processing of a grievance under the provisions of Section 10.7 of this Article, the grievance process will be suspended until the grievability question is resolved through use of the provisions of Article XI, Arbitration, of this agreement. The Union or Southwestern must invoke arbitration within five (5) work days of Southwestern’s or Union’s declaration that a grievance is nongrievable. Failure on the part of the Union or Southwestern to meet this time limit will have the effect of nullifying the grievance.

Section 10.9. Failure on the part of a grievant to prosecute a grievance at any step of the procedure will have the effect of nullifying the grievance. Failure on the part of the party being grieved against to meet the time limits at any step of the procedure will permit the grievant to move the grievance to the next step.

ARTICLE XI — ARBITRATION

Section 11.1. Any grievance processed under the terms of Article X, Settlement Procedures, which is otherwise appealable to arbitration, may be appealed to binding arbitration by either Southwestern or the Union within ten (10) work days of the grievant’s receipt of a final grievance decision as prescribed by Section 10.7.

Section 11.2. Where a question of arbitrability is raised by Southwestern or the Union, the question will be presented to the arbitrator as a threshold issue. The Union must invoke arbitration within five (5) work days of Southwestern’s declaration that a grievance is nonarbitrable. Failure on the part of the Union to meet this time limit will have the effect of nullifying the grievance.

Section 11.3. Arbitration is invoked by either Southwestern or the Union notifying the other party of its desire to appeal a grievance to arbitration. Within ten (10) work days of such invocation, the parties will request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service. The parties will meet within ten (10) work days from the date of the receipt of the list of arbitrators. The party requesting arbitration will first strike one arbitrator from the list. The parties shall alternately strike one (1) name from such list until only one name remains. The remaining person shall be accepted by both parties as the arbitrator to hear and decide the dispute.

Section 11.4. The arbitrator’s authority is limited to the issue(s) of the grievance as stated in the original grievance submission. An issue of grievability or arbitrability referred to arbitration will be decided separately by the arbitrator without regard to the merits of the grievance. The arbitrator has no authority to alter, in any way, the terms of this agreement. Further, the arbitrator has no authority to interpret the employer’s regulations or the regulations of any other authority. Where such regulations, in the judgment of the arbitrator, bear on a grievance, the arbitrator, at his or her discretion, may request interpretation of these regulations from the authority which issued them. In such instances the arbitrator will notify both parties that he or she is seeking such an interpretation, and the arbitration process will be suspended until that interpretation is received. The arbitrator is then bound in his or her deliberations by any such interpretation.

Section 11.5. Within five (5) work days of selection, the party invoking arbitration will notify the selected arbitrator of the selection in writing and request the arbitrator to designate the arbitration hearing date for as early a time as possible but in no instance later than thirty (30) calendar days from the date of his or her selection. Southwestern will make all physical arrangements for the hearing, including obtaining a suitable hearing room. Any fees and expenses of the arbitrator and the hearing will be borne equally by both parties.

Section 11.6. The arbitration hearing will be held on Southwestern’s premises, if a suitable conference room is available, or as near to Southwestern’s premises as possible. The conduct of the arbitration hearing is determined solely by the arbitrator. At least fifteen (15) work days prior to the hearing date; each party will furnish a list of proposed witnesses to the arbitrator, including their testimony. At least five (5) work days prior to the hearing date, the arbitrator will notify the parties in writing of the proposed witness list, identifying Southwestern and Union witnesses plus any the arbitrator determines to call. The arbitrator will determine the relevancy of testimony and may limit the testimony of any witness at his or her discretion. The burden of proof remains with the Union except in matters of discipline and discharge, then the burden will shift to Southwestern. A verbatim transcript will be made of the arbitration hearing. At his or her option, the arbitrator may issue a bench decision at the close of the hearing, followed within fifteen (15) calendar days by a written decision to the parties or defer his or her decision for fifteen (15) calendar days, at which time he or she will issue a written decision to the parties. In contract application cases, the arbitrator will accept no unsolicited written arguments or evidence at any time before or after the hearing. In contract interpretation cases, the arbitrator will accept written arguments within ten (10) work days of the hearing’s close, a copy of which must be provided to the other party. Such written arguments must relate solely to the interpretation question and not to any application question.

Section 11.7. Either party may file an exception to an arbitrator’s award with the Federal Labor Relations Authority within thirty (30) calendar days of the date of the award. The arbitrator will stipulate in the award that the date of the award is the date the award was received by the parties.

ARTICLE XII — NEGOTIATIONS

Section 12.1. With the mutual consent of the parties, on or about each anniversary of this agreement, negotiations may be entered for the purpose of revising the agreed upon rate of pay.

 Each notice of request for negotiation conferences shall be in writing and specify the matters proposed for consideration. Within ten (10) days after receiving such a notice, an acknowledgment of receipt thereof shall be given in writing, specifying other matters, if any, proposed for consideration. The first conference shall begin on a date agreeable to both parties, not later than thirty (30) days after receipt of the notice of request.

Section 12.2. Midterm bargaining will only occur concerning the impact and implementation of proposed management changes or by mutual consent. If the parties to the agreement enter into negotiations during the life of this agreement, the following ground rules will apply to those negotiations:

A. Each party will be represented by an equal number of representatives.

B. All other ground rules will be identical to those used for this agreement’s negotiation.

ARTICLE XIII — MERIT PROMOTION

Section 13.1. All merit promotions will be processed in accordance with applicable Southwestern, DOE, and OPM regulations.

ARTICLE XIV — PERFORMANCE APPRAISAL

Section 14.1. All employees’ performance appraisals will be made in accordance with applicable Southwestern, DOE, and OPM regulations.

ARTICLE XV — TEMPORARY ASSIGNMENTS

Section 15.1. For purposes of this article, a detail is a temporary assignment for a specified period of a bargaining unit employee to duties and responsibilities within the bargaining unit different from the ones permanently assigned for a specified period. Details of more than thirty (30) days must be documented. Employees to be detailed are given as much advance notice of details as possible. Details to higher graded positions are made in accordance with applicable regulations.

Section 15.2. Employees detailed to higher graded positions for more than 120 days will be temporarily promoted after 120 days if they qualify in accordance with the Handbook X-118-C, Qualification Standards for Positions under the General Schedule.

ARTICLE XVI — REDUCTION-IN-FORCE

Section 16.1. If a reduction-in-force affecting bargaining unit employees becomes necessary, it will be accomplished in accordance with applicable regulations.

Section 16.2. The Union will receive notification of any reduction-in-­force affecting bargaining unit employees as far in advance as possible.

ARTICLE XVII — ABSENCE AND LEAVE

Section 17.1. Employees earn annual and sick leave in accordance with applicable regulations.

Section 17.2. All requests for leave must be made in accordance with applicable Southwestern, DOE, and OPM regulations.

Section 17.3. Unauthorized absence is charged to AWOL.

ARTICLE XVIII — EMPLOYEE CONDUCT

Section 18.1. Each employee is responsible for conducting himself or herself, both on and off duty, in a manner which reflects credit on the Department of Energy and Southwestern.

Section 18.2. Employees must follow all applicable regulations relating to proper conduct and promptly report any observed improper employee conduct to their immediate supervisors.

ARTICLE XIX — DISCIPLINARY AND ADVERSE ACTIONS

Section 19.1. All disciplinary and adverse actions will be processed in accordance with applicable regulations. Disciplinary and adverse actions are taken against employees for such cause as will promote the efficiency of the service.

Section 19.2. Major adverse actions include removals, suspensions for more than fourteen (14) days, furloughs without pay, and reductions in grade and pay. Minor adverse actions include suspensions of fourteen (14) days or less. Letters of reprimand are disciplinary actions.

Section 19.3. The procedures of this article do not apply to any bargaining unit employee serving a probationary or trial period or an employee in a competitive position under a temporary appointment.

ARTICLE XX — EQUAL EMPLOYMENT OPPORTUNITY

Section 20.1. The parties support the principles of the equal employment opportunity program and pledge to strive together to maintain equal opportunity for all.

ARTICLE XXI — HOURS OF WORK

ARTICLE XXI — HOURS OF WORK

Section 21.1. The regular hours of work for all hourly employees shall be published by kinds of work or by services and posted on bulletin boards at each regularly established place of work. These schedules of hours of work shall indicate the specific hours to be worked in each twenty-four (24) hour period. When required to maintain continuous and uninterrupted service, Southwestern may call upon hourly employees to work during days or hours other than or beyond those within the regular tour of duty. However, every effort will be made to keep overtime and other premium time work at a minimum.

Section 21.2. An employee’s workweek shall be Monday through Thursday, 7:00 a.m. through 5:30 p.m., or Monday through Friday, 8:00 a.m. through 4:30 p.m.

Section 21.3. All bargaining unit employees working in a crew situation will work the same schedule as determined by the majority of the crew and approved by the Area Manager and Division Director. An employee who routinely works alone shall also have the right to select a 4-10 schedule subject to the same approval as those working in a crew situation. The schedule will be established on a quarterly basis (January through March, April through June, July through September, and October through December).

Section 21.4. All legal public holidays designated by either Federal statutes or Executive Orders for Federal employees of Southwestern shall be recognized.

Section 21.5. No hourly employee shall be required to take time off in lieu of overtime or other premium time worked or to be worked.

Section 21.6. No bargaining unit employee reporting for outdoor work or work away from his/her duty station on a non-overtime or other non-premium time pay will not have pay deducted or leave charged when the supervisor directs that because of weather conditions outdoor work or work away from headquarters will not be undertaken; but instead they will be held available for emergencies or employed indoors or given safety, first-aid, or other instructions.

Section 21.7. When customary meal times fall within overtime or other premium time periods, the employee shall be allowed thirty (30) minutes for eating and shall be compensated for the entire overtime or other premium time period.

Section 21.8. Southwestern shall assign to each hourly employee a designated place or places to report for work. The hourly employee shall report at the place designated at the commencement of the workday and after reporting shall be regarded as on duty. Time spent in transportation between the place of reporting and the actual place of work shall be part of the hourly employee’s work time, and any transportation necessary after arriving at the place or reporting shall be provided by Southwestern.

ARTICLE XXII — HEALTH AND SAFETY

Section 22.1. The Union will cooperate fully to assist the employer in maintaining a safe and healthful working environment. To this end, the Union will encourage bargaining unit members to work in a safe and healthful manner.

Section 22.2. Southwestern Management and Southwestern bargaining unit employees shall obey all rules and regulations set forth in the current Power System Safety Handbook and all applicable Federal and State safety and health laws, rules, and regulations.

Section 22.3. Each bargaining unit employee shall be provided with on-the-job training in first aid and CPR training. This program shall include refresher training as determined by Southwestern.

Section 22.4. All live line work on lines carrying more than 6900 volts shall be performed under the supervision of a foreman and shall be worked with hot sticks and other hot line tools. Live line maintenance on lines carrying voltage in excess of 6900 volts shall be performed only on lines which cannot be de-energized without interruption and then only during favorable weather conditions. Rain, snow, sleet, dampness, mist, high winds, etc., produce conditions under which live line maintenance shall not be permitted.

Section 22.5. Except in cases of extreme emergency, no journeyman may be required to work on live wires carrying 600 volts or more unless he/she is accompanied by another journeyman.

Section 22.6. Southwestern shall furnish hot line tools as required to employees whose duties require the use of them.

Section 22.7. Southwestern shall furnish such rain suits, hats, rubber boots, rubber gloves, protection shields, rubber blankets, and other protective equipment as are needed for the safety of the employee.

Section 22.8 Southwestern shall furnish safety footwear in accordance with SWPA Order 3710.1.

ARTICLE XXIII — WORKING CONDITIONS

Section 23.1. When a Line crew is designated at a Maintenance Unit site, a member of the crew will be designated as Working Foreman. When a Substation crew is designated at a Maintenance Unit site, a member of the crew will be designated as a Working Foreman. Each Working Foreman shall assist his/her supervisor and may be designated to act on behalf of his/her supervisor in the directing of the crew’s activities.

Section 23.2. A Maintenance Unit crew may be divided into one (1) or more units, depending on the nature of the work assigned. One member of each unit shall be designated to be in charge of the work of the unit when management personnel are absent from the unit.

ARTICLE XXIV — GENERAL AND MISCELLANEOUS

Section 24.1. When the parties do not agree upon any matter being negotiated and either party desires the services of a mediator, Southwestern and Union will utilize the services of the Federal Mediation and Conciliation Service, which shall provide services and assistance in the resolution of the negotiation dispute, as provided for in CSRA Chapter 71.

Section 24.2. If an agreement is not reached through the efforts of the Federal Mediation and Conciliation Service or other voluntary arrangements of Southwestern and the Union, either party may request the Federal Service Impasses Panel to consider the matter, as provided the CSRA Chapter 71. The decision of the Panel shall be final and binding on both parties.

Section 24.3. The provisions of this Labor Agreement and all Supplementary Agreements, and of all understandings reached by Southwestern and the Union or by any committee, board, referee, mediators, or arbitrators, acting under the terms of this agreement shall be subject to and conform to all laws, executive orders, and regulations now in effect and hereafter issued which are controlling upon Southwestern. Whenever either party discovers laws, orders, or regulations which are inconsistent with such provisions, such party shall promptly notify the other party of the details of such inconsistency, and the parties shall promptly issue a joint statement recognizing the laws, orders, and regulations as paramount and controlling. However, if either party deems its interests adversely affected by such laws, orders, or regulations to a material extent, that party may, by giving a notice of request for negotiation conferences, require that conferences to amend the agreement or understanding thereby affected be entered into by Southwestern and the Union. Such negotiations shall be scheduled and conducted in accordance with the provisions of Article XII.

Section 24.4. The expenses of mediation, including the compensation and expenses of any mediator shall be borne equally by both parties. No such expenses shall be incurred until an agreement, in a form acceptable to Southwestern, has been executed by both parties and the person agreeing to perform services there under.

Section 24.5. When an employee is required to travel away from his/her duty station in the performance of official duties, he/she will be entitled to receive a per diem allowance as provided by the established practices of Southwestern. Per diem allowance will be computed in accordance with the standardized Government travel regulations, as modified by Southwestern. Hourly employees will, insofar as practical, be given twenty-four (24) hours advance notice that travel away from their regular headquarters will be required. The work schedule shall be planned to permit a crew to return to headquarters for overnight stays, consistent with sound work principles and when the loss of production will not hamper the timely completion of the job.

Section 24.6. To facilitate emergency response to transmission system disruptions which may occur at anytime, employees will be reasonably available to respond to calls on a contact telephone number the employee supplies to management.

Section 24.7. All employees hired after October 1, 2010, shall reside within a one (1) hour response time from the employee’s duty station. Response time begins when the employee agrees to report to work at the duty station.

Section 24.8. All incumbent employees as of October 1, 2010, will be “grandfathered,” and thereby unaffected by residency requirements, so long as he/she remains at his/her present duty station. In the event of an office closure or the elimination of a position an employee shall remain “grandfathered.”

Section 24.9. Employees bidding and accepting a position that requires a change in duty station, (Gore, Jonesboro, or Springfield) must meet the residency requirement as stated in Section 24.7, within six (6) months from the entrance on duty date. Employees who do not meet the requirements of this section shall be subject to possible disciplinary action.

Section 24.10. Southwestern will pay for the required Department of Transportation physicals for Commercial Drivers Licenses (CDL) for those bargaining unit employees required to carry a CDL.

Section 24.11. Southwestern will pay for renewals for those bargaining unit employees required to carry a CDL.

Section 24.12. Employees that are required to maintain a CDL drivers license will be reimbursed for 100% of the cost of the CDL. The current cost of CDL’s for the States of Missouri, Arkansas, and Oklahoma are $22.50 (3-year), $42.00, and $41.50 (Class A & B) respectively.

**SIGNATURE PAGE**

EXECUTED FOR SOUTHWESTERN:

Christopher M. Turner, Administrator

Date:

APPROVED FOR THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS:

Jeff Bolin, Business Manager

Date:

Danny Blackwell, President

Date:

APPROVED FOR THE DEPARTMENT OF ENERGY:

Robert C. Gibbs, Director
Office of Human Capital Management

Date:

EXHIBIT A — BASIC WAGE RATE — SCHEDULE 45 and 46

The following basic wage rates for the various labor classifications of employees covered by the Basic Labor Agreement between Southwestern and the Union shall be effective from the first pay period beginning on or after October 1, 2013.

| **LABOR CLASSIFICATION** | **5.8%****INCREASE****10/07/12** | **1.0%****INCREASE****10/06/13** |  |
| --- | --- | --- | --- |
|  |  |  |  |
| Sys Meter & Relay Craftsman | 39.12 | 39.51 |  |
| Craftsman Helper C |  |  |  |
| 1st Class 90% | 35.21 | 35.56 |  |
| 2nd Class 80% | 31.30 | 31.61 |  |
| 3rd Class 70% | 27.39 | 27.66 |  |
| Sys Electric Control Craftsman  | 38.44 | 38.82 |  |
| Craftsman Helper C |  |  |  |
| 1st Class 90% | 34.59 | 34.94 |  |
| 2nd Class 80% | 30.75 | 31.06 |  |
| 3rd Class 70% | 26.91 | 27.17 |  |
| Working Foreman | 39.81 | 40.21 |  |
| Electrician (Substations) | 34.32 | 34.66 |  |
|  |  |  |  |
| Lineman (Electric Power) | 32.42 | 34.66 |  |
| Electrician/ Lineman Helper C |  |  |  |
| 1st Class 90% | 29.18 | 31.19 |  |
| 2nd Class 80% | 25.94 | 27.73 |  |
| 3rd Class 70% | 22.69 | 24.26 |  |
| Electrician Mechanic | 22.69 | 24.26 |  |
| Line Equipment Operator B | 29.18 | 31.19 |  |
| Line Equipment Operator Helper C |  |  |  |
| 1st Class 90% | 26.26 | 28.07 |  |
| 2nd Class 80% | 23.34 | 24.96 |  |
| 3rd Class 70% | 20.43 | 21.84 |  |
| Senior Equipment Operator | 29.18 | 34.66 |  |
| Maintenance Worker Foreman | 32.42 | 34.66 |  |
| Equipment Operator A B | 25.94 | 27.73 |  |
| Laborer | 17.15 | 18.72 |  |
|  |
| **Notes:** A Prior to 10/11 Equip Op was 84% of LEO B 10/11 Changed the percentage of pay from Lineman Rate. C Helper rates are a percentage of the corresponding Craftsman rates. |