BONNEVILLE POWER ADMINISTRATION

Collective Agreement

Between the Administrator
Bonneville Power Administration
and the Columbia Power
Trades Council

NEGOTIATED MAY 2, 1945
REVISED – EFFECTIVE DEC. 16, 2012
Collective Agreement

Between the

Administrator
BONNEVILLE POWER ADMINISTRATION

and the

COLUMBIA POWER TRADES COUNCIL

NEGOTIATED MAY 2, 1945
REVISED – EFFECTIVE DEC. 16, 2012
COLLECTIVE AGREEMENT

Between the Administrator
Bonneville Power Administration
and the
Columbia Power Trades Council

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COLLECTIVE AGREEMENT

Between the Administrator
Bonneville Power Administration
and the
Columbia Power Trades Council

BASIC AGREEMENT

PREAMBLE  This Basic Agreement, and such Supplementary Agreements as may be agreed upon from time to time, together constitute a Collective Agreement between the Administrator of the Bonneville Power Administration, hereinafter termed the “ADMINISTRATOR,” acting through the Administration’s supervisory staff, and the following unions operating and cooperating through the Columbia Power Trades Council, hereinafter referred to as the “COUNCIL.”

International Brotherhood of Painters and Allied Trades
International Association of Machinists and Aerospace Workers
International Brotherhood of Electrical Workers
Laborers’ International Union of North America
International Union of Operating Engineers
Sheet Metal Workers’ International Association
United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the U.S. and Canada
International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America

As used herein the term “Agreement,” unless modified, refers to the entire Collective Agreement of which this Basic Agreement is a part.
1. COMPLIANCE

1.01 It is recognized that in negotiating with employees and their representatives and in administering all matters covered by this Agreement both the Administrator and the employees are governed by the provisions of applicable federal laws and regulations. This section includes section 12 (a) of E.O. 11491, as amended, where it is not in conflict with section 24 of E.O. 11491, as amended, or Title VII, Section 704 of Public Law 95-454. This Agreement shall at all times be applied subject to all such laws and regulations as may be in effect from time to time. The Administration and the Council acknowledge that such laws and regulations do not permit the parties to negotiate conditions of employment for anyone who is not in a BPA bargaining unit job represented by the Council.

1.02 In the event that any such law or regulation binding on the Administrator is hereafter enacted or issued and is inconsistent with any of the provisions of this Agreement, or of any recorded understanding hereunder, the Administrator shall promptly notify the Council, and the Council and the Administrator shall promptly issue a joint statement interpreting the effect of such change upon this Agreement or recorded understanding. Within 21 days thereafter, if either deem its interests are materially affected, such party may request negotiation of an appropriate modification of the Agreement or recorded understanding.

1.03 Every Supplementary Agreement entered into by the Council and the Administrator or by any signatory union and the Administrator, or any determination or other recorded understanding made by any committee or board pursuant to the provisions of this Basic Agreement, or to the provisions of any Supplementary Agreement, shall be
deemed to be a supplement hereto and subject to the provisions hereof.

1.04 Agreements reached herein shall not impinge upon or diminish the rights and obligations of management. The impact of the exercise of these rights is subject to the grievance procedure when in conflict with this Collective Agreement. In accordance with section 1.01 of this Agreement and Title VII of the Civil Service Reform Act these responsibilities include:

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

B. in accordance with applicable laws—

(1) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, demote, 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 agency operations shall be conducted;

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

(a) among properly ranked and certified candidates for promotion; or

(b) any other appropriate source; and

(4) to take whatever actions may be necessary to carry out the Agency mission during emergencies.
2. EFFECTIVE DATE AND RENEWAL

2.01 This Basic Agreement supersedes the Basic Agreement of March 4, 2007 between the parties hereto. The anniversary date of this Agreement shall be March 1.

2.02 This Basic Agreement shall become effective upon approval by the Administrator, except as otherwise agreed to in this Agreement. It shall remain in effect until March 1, 2016. There will be one, one (1) year extension, unless either party decides that it be opened for negotiation by providing written notice to the other party at least 60 days prior to the end of the fourth (4th) contract year.

2.03 Unless otherwise specified therein, the provisions of Supplements to this Basic Agreement shall have the same term as the Basic Agreement. By mutual agreement, or as otherwise specified in the Basic Agreement or the Supplementary Agreement, the Administrator or the Council may notify the other in writing that a conference is desired to consider the need for revising any or all provisions, rates of pay, or working rules. Except in the case covered in paragraph 1.02, or by mutual agreement, such notice shall state the nature of the revisions desired with reasons therefore and shall be given not less than 60 days before the anniversary date of this Agreement.

2.04 Either party may, after giving the other party 60 days written notice, terminate this entire Agreement or any Supplementary Agreement on any terminal anniversary date thereof, or after failure to reach agreement on modification at any conference held as provided in paragraphs 2.02 or 2.03.
3. **EMPLOYEES COVERED BY AGREEMENT**

3.01 The Administrator has recognized the Council as the exclusive representative of a bargaining unit consisting of all hourly wage employees of the Administration, not subject to the Classification Act of 1949, as amended. This Agreement is applicable to all employees within this unit and the Council accepts responsibility for and agrees to represent in good faith the interests of all employees in the unit without discrimination and without regard to membership in any union. All personal pronouns used in this Agreement refer to either sex.

4. **UNIFORM APPLICATION**

4.01 This Agreement, and the recorded understandings supplementary thereto, except as they may otherwise specifically provide, shall be applied uniformly throughout the entire territory in which the activities of the Administration are or may be carried on.

5. **PUBLIC PURPOSES AND ACCOMPLISHMENT THEREOF**

5.01 It is recognized that the Bonneville Power Administration is an agency of the Government of the United States; that it is dedicated to the accomplishment of the public purposes for which it has been created and to the discharge of the public duties and responsibilities vested in the Administrator.

5.02 The Administrator and the Council further recognize that cooperation between the Administrator and the employees on the basis of mutual under-
standing between them arrived at through the processes of collective bargaining is indispensable to the accomplishment of those public purposes.

5.03 Therefore the Administrator and the Council hereby agree to establish the conference and consultative machinery and procedures hereinafter provided for the following purposes:

(1) To provide for fair and reasonable rates of pay, hours and working conditions;

(2) to insure the making of appointments and promotions on a merit basis;

(3) to promote stability of employment;

(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 the Administration;

(6) to adjust promptly all disputes arising between them, whether related to matters covered by this Agreement or otherwise;

(7) to promote systematic labor-management cooperation between the Administration and its employees.

5.04 The Council and the Administration recognize the need to work efficiently, effectively, and safely. To this end, the parties agree to the fundamental principles listed below. The intent of these principles is to ensure the
efficient use of personnel, their skills, and time. These principles shall be used to apply Article 17, Article 18, and other work rules found elsewhere in this Agreement. The following principles shall govern:

A. The job determines the number of employees needed.

B. No job is so important and no service so urgent that we cannot take time to perform our work safely; and

C. The equipment and materials used on a particular job can help in determining the number of employees needed.

Bargaining unit supervisors shall coordinate to the fullest extent possible to maximize the utilization of all resources to accomplish mutually beneficial goals of the (1) customers; (2) the Administration; and (3) the employees covered by this Agreement.*

6. WORK STOPPAGE

6.01 The public interest in the accomplishment of the purposes of the Administration always being paramount, the Administrator and the Council 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 schedules or recorded understandings applicable to such issue, and there will be no stoppage or interference with the progress of work.

7. BASIC UTILITY ORGANIZATION

7.01 It is the objective of the Administrator to provide, subject to statutory and budgetary limitations,
permanent and as nearly continuous employment as possible for those hourly employees who are part of the basic utility organization. “Limited Employment Appointments” may be made as a part of the basic utility organization for those crafts in which there is considerable fluctuation in employment.

8. NEGOIATIONS

8.01 Rates of pay and working conditions affecting the employees covered by this agreement shall be determined through the process of collective bargaining between the Council and the Administrator. For this purpose the Council and the Administrator shall be represented by negotiating committees of five members each to be appointed by the Council and the Administrator respectively. In addition to the negotiating committees, other representatives of the unions affiliated with the Council, and other representatives of the Administrator, may be permitted to attend the conference.

8.02 When rates of pay are to be negotiated, the Executive Secretary of the Council, and the Labor Relations Officer of the Administration, assisted by additional staff as required, shall act as a joint fact-finding committee. The committee will obtain relevant facts bearing on the determinations of the rates of pay established by collective bargaining for work of a similar nature performed under similar circumstances prevailing in the territory in which the Administration operates. Due consideration shall be given by the Administrator and the Council in their negotiations to any facts so established.

8.03 When a new classification is introduced by the Administration, or existing classifications are substantially changed, the wage rates may be established by mutual agreement of the Labor Relations Officer and the
affected Union. Disputes involving the wage rate for a new classification, if unresolved, may be submitted to interest arbitration.

8.04 The Labor Relations Officer may, on behalf of the Administrator, interpret and apply the provisions of the Agreement to specific situations, including exceptional situations not specifically provided for by the Agreement, and may determine the pay or other benefits due in such instances. The Labor Relations Officer may also authorize adjustments in pay or other benefits as determined equitable and appropriate. These authorities are exercised at the sole discretion of the Labor Relations Officer.

8.05 Rates of pay and working conditions already in effect and not inconsistent with the provisions of this Agreement are hereby adopted and will remain in effect until modified or amended.

8.06 Working rules and rates of pay negotiated under this Agreement shall be promulgated in the form of supplements to this Agreement.

8.07 Every effort will be made by the Administrator and the Council to agree upon rates of pay and working rules. If, however, they are unable to do so in whole or part, the parties shall proceed in the manner provided in Article 9.

8.08 When the Administration proposes a change in personnel policy, practice, or other working conditions, the Administration will notify the Council in writing. If the Council chooses to respond, it must do so by providing the Administration with written proposals within 21 calendar days from the date the Administration’s propos-
al is received by the Council. It is understood that failure to do so frees the Administration to implement the change as planned. This time limit can be extended upon mutual agreement. It is understood that there may be occasions when the Administration wishes to implement the change quickly and a shorter response time may be appropriate (e.g., due to critical business needs, if the issue is straightforward and non-controversial, etc.). In such cases, the Administration will request that the Council respond in a shorter time frame, but it is understood that if the Council needs the full 21-day response time, it will notify the Administration as soon as possible but no later than by the Administration’s initial requested response date, in which case the Administration will honor the Council’s request.

9. MEDIATION AND ARBITRATION

9.01 When agreement is not reached in direct negotiation upon rates of pay or working conditions affecting employees covered by this Agreement, either party may invoke the services of a mediator to be selected jointly by the parties. Mediators shall use their best efforts to bring the parties to agreement by mediation.

9.02 If such efforts to bring about an agreement through mediation are not successful, the Council and the Administrator shall submit their controversy to arbitration. If the parties are unable to agree upon an arbitrator, the same procedures used to select a grievance arbitrator shall be used. The decision of the arbitrator shall be final and binding on both parties.

9.03 The expenses of mediation and arbitration including the compensation and expenses of any mediator or arbitrator (other than one solely representing the
Council or the Administrator) shall be borne equally by the Council and the Administration.

10. LABOR-MANAGEMENT COOPERATION

10.01 The Administrator and the Council recognize that they have a common and sympathetic interest in the power industry in the Pacific Northwest and its development, and that the promotion of their common interests will be furthered and extended by the establishment and maintenance of labor-management cooperation between the Administrator and the employees.

10.02 Joint Cooperative Labor-Management Committees to consist of an equal number of representatives (not more than six, except that Construction Committees may consist of seven) chosen by the Council from Administration employees and by the Administrator from supervisory staff may be set up at agreed and convenient places of work.

10.03 These committees, which shall have power of self organization, and shall record all proceedings, shall give consideration to such local 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 making for grievances and misunderstandings, the encouragement of courtesy in the relations of 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 disputes or matters relating to pay.
10.04 It is further agreed that at least once a year, or more often as may be mutually agreed by the Council and the Administration, six employees of the Administration, to be designated by the Council, and six members of the supervisory staff of the Administration to be designated by the Administrator, shall be called by the Labor Relations Officer to meet in a joint system-wide cooperative conference for the purposes of acting on system-wide matters referred to it by local joint cooperative committees, addressing any other system-wide issues regarding matters addressed in paragraph 10.03, and any other action desired by it for the purpose of labor-management cooperation. The Council and the Administration may mutually agree not to conduct such a meeting in a particular year.

10.05 The Council will be given 21 calendar days to comment and consult on Job standards for positions represented by the Council.

11. APPRENTICESHIP

11.01 An appropriate system of apprenticeship shall be established and maintained for employees covered by this agreement.

11.02 The minimum standards of apprenticeship shall conform to the standards of and shall be approved by the Bureau of Apprenticeship, U.S. Department of Labor, prior to adoption.

11.03 A Central Joint Council on Apprenticeship consisting of three representatives appointed by the Administrator, and three representatives designated by the Council shall be maintained. The Administration’s Human Resources Apprentice and Trainee Program Liaison will be an ex-officio member.
The powers and functions of the Central Joint Council on Apprenticeship shall be as follows:

A. To select a chairperson, establish its own rules of procedure, and determine the time and place of its meetings;

B. To prepare and revise as deemed advisable the Standards of Apprenticeship to be recommended to the Bureau of Apprenticeship, U.S. Department of Labor;

C. To direct and to review and approve the work of the various craft committees (see Paragraph 11.05);

D. To monitor the progress and effectiveness of the apprenticeship program and take action, through the Craft Committees, to improve program effectiveness.

For each craft in which apprentices are to be trained, there shall be established a craft committee consisting of two members of the Administration’s staff (one of which shall serve as committee chairperson), and two members appointed by labor. Two alternates for each of these crafts may be appointed by the appropriate labor union. When one of the above appointed labor committee representatives cannot attend an apprentice examination, one journeyman from the location at which the examination is being held can be designated by labor to attend on official time. The labor alternates will be appointed to best serve the needs of attending apprentice examinations throughout the BPA system. Alternates can take the place of labor committee members if the delegates are unable to attend Craft Committee meetings. The Administration’s Human Resources Apprentice and Trainee Program Liaison shall be an ex-officio member of each such committee.
11.06 The powers and functions of the craft committees are as follows:

A. To prepare and recommend to the Central Joint Council craft apprenticeship standards that include a program of work experience, a program of related training, and the maximum ratio of apprentices to journeymen;

B. To evaluate and recommend a pool of candidates to the selecting/hiring official for the craft apprentice program;

C. To conduct periodic examinations of apprentices;

D. To advance apprentices, if appropriate; and,

E. To remove apprentices from the craft apprenticeship program, if appropriate.

11.07 The Employer shall not bear the cost of travel and per diem for Labor members to the Craft Committees while serving in a representational capacity, unless a named individual is specifically requested by Management to attend.

11.08 A bargaining unit employee selected for an apprentice (or trainee) position has the right, during the first year of their training, to retreat to the next available BPA vacancy in their former craft that occurs after advising the Administration of such intent, provided: (1) that there is such a vacancy within 90 days of advising the administration, or the end of their first year of training, whichever comes later; and (2) the employee meets the physical requirements of the position. Such retreat rights do not interfere with management’s right to take a conduct-based
action if warranted. Retreat moving expenses will be paid by the employee.

12. GRIEVANCE PROCEDURE

12.01 The Administrator and the Council recognize the importance of settling disagreements and misunderstandings orderly, promptly, fairly, and in a manner that will maintain the self-respect of the employee and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest possible level of supervision.

12.02 Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances and appeals.

12.03 The adjudication of grievances extends only to the interpretation and application of this Agreement and other management policy. The grievance procedure cannot be used to change the Agreement or management rights as described in paragraph 1.04. A grievance may be filed by:

A. Any bargaining unit employee concerning his or her own situation;

B. Any Union in the Council, regarding matters relating to a group of employees it represents, or on behalf of an individual employee it represents if requested by the employee;

C. The Employer, in accordance with 5 USC 7103(a)(9), with regard to actions taken by any Union in the Council; or

D. Any Union in the Council, or the Council, regarding matters relating to an individual
employee it represents in order to preserve existing conditions of employment.

12.04 Employee and Union Grievances. These procedures do not apply to:

A. Determinations as to an employee’s coverage under the Fair Labor Standards Act;

B. Substance of a law, OPM or other Federal regulation, or Department of Energy policy that applies to BPA;

C. Substance of a BPA policy or procedure for which negotiation or consultation with the Council was completed and the Council either approved or did not object to the policy or procedure;

D. Determination to grant or not grant any separation incentives;

E. Non-selection from a group of properly ranked and certified candidates (Note: Grievances regarding procedural ranking and certification errors may only contain remedies that provide for fair competition among applicants);

F. Non-adoption of a suggestion, and granting or non-granting of any kind of cash or honorary award.

G. Compensation claims filed with the Office of Worker’s Compensation Program;

H. Equal Opportunity complaints;

I. Denial of an employee’s request to withdraw a resignation request or retirement application
when the employer has absorbed, or is liable for, a substantial and unavoidable cost in making a commitment to refill the employee’s position with another employee or outside hire (except if the employee retires or resigns on the basis of misinformation given by the Administration);

J. Performance progress reviews;

K. Termination of temporary promotion when the employee is no longer performing the duties that warranted temporary promotion;

L. Notice of proposed disciplinary or adverse action;

M. Instituting a performance improvement plan when a rating of record has not been issued;

N. The use or non-use of Alternative Discipline procedures, or the substance of an Alternative Discipline decision and agreement;

O. Grievances with issues included in a complaint filed with the Office of Special Counsel (OSC) will not be processed until the allegation filed with the OSC is resolved;

P. Any claimed violations of Subchapter III of Chapter 73 of 5 U.S.C. (relating to prohibited political activities); and

Q. The termination of an employee in the initial stages of employment prior to gaining due process rights under 5 CFR, Parts 752 and/or 432.
12.05 The Administrator and the Council recognize that grievances are personal in nature and that aggrieved employees, or groups of employees, must have the right in presenting their grievances to be accompanied, represented, and advised by a Council representative. If aggrieved employees covered by this agreement do not choose to be represented by the Council, the Council nevertheless, may have a representative present at formal discussions between such employees and management. The right of the Council to be present shall not be permitted to impair the right of employees to handle their grievances in their own way.

12.06 A violation by the Employer of the time limits in paragraph 12.12(C) will allow the Council to take the grievance to arbitration. Any other violation by the Employer of the time limits in this grievance procedure permits progression to the next immediate step in the procedure. A violation by the aggrieved employee or the Council of any of the time limits is recognized as the grievance being dropped. All time limits may be extended by mutual consent. Any step of the grievance procedure referred to in paragraphs 12.12 or 12.13, including referral of a grievance to the Joint Grievance Board may be waived by the grieving Union or Employer, provided that both parties mutually agree to do so.

12.07 Official time and travel expenses, in connection with a grievance or arbitration, for the grievant, Union steward, and witnesses for the grievant will be handled in accordance with the terms of the BPA-CPTC Memorandum of Understanding dated September 10, 1992. No overtime will be paid.

12.08 All grievances, Joint Grievance Board recommendations, and responses from Deciding Officials
will be documented on forms using a standardized format agreed to by the Council and the Labor Relations Officer.

12.09 An aggrieved employee who alleges a prohibited personnel practice, for which there is an administrative appeal procedure, including actions that are appealable to the Merit Systems Protection Board, has the option of pursuing a grievance under this grievance procedure, or using the administrative appeal procedure, but not both. For the purpose of this section, an employee shall be deemed to have exercised his/her options when the employee files, in a timely manner, a notice of appeal under the appellate procedure or files a timely grievance, in writing, under step 2 – the first formal step – of this negotiated grievance procedure.

12.10 The Council and the Administrator shall each appoint two members to a Joint Grievance Board, which shall hear disputes submitted to it in accordance with the grievance procedure. No person previously involved in the adjudication of a grievance referred to the Board shall participate as a member of the Board in the settlement of such grievance.

12.11 The members of the Joint Grievance Board shall organize when necessary. The Board shall follow the formulated procedures for the conduct of its proceedings in accordance with the terms of the BPA-CPTC MOU, dated July 28, 2008.

12.12 Except as provided for in paragraph 12.13, the following procedures apply to employee and Council grievances:

A. Step 1. Within 15 work days of the incident causing the grievance or within 15 work days of when the employee became aware of the inci-
dent which caused the grievance, the grievance action shall first be initiated by the aggrieved employee who will discuss the problem informally with his/her immediate supervisor or, if the employee feels the relationship with his/her immediate supervisor is such that the employee cannot reasonably discuss the matter with the supervisor, the employee may discuss it with the next level of supervision. (NOTE: Grievances involving a formal adverse action, or disciplinary actions such as written reprimands or suspensions of 14 days or less, must start at step 2 of this procedure. Also, the “incident causing the grievance” referenced above, in any corrective action that involves a suspension from duty, begins on the date when the decision letter is received by the employee.)

If the grievance is not settled to the satisfaction of the employee, the employee may advance the grievance to step 2 by filing a written grievance within 10 work days of meeting with the supervisor. (Note: If the nature of the grievance is such that it should not be addressed in the normal chain of command, then such grievances should start at step 2. If a grievance is initiated at the step 2 level of the grievance procedure, the employee has 15 workdays in which to file the grievance as noted in the preceding paragraph.)

B. Step 2. The employee sends the written grievance to the Labor Relations Officer. The written grievance must contain the following information:

(1) The identity of the aggrieved employee;
(2) The details of the grievance, including an explanation of what occurred, as well as any specific provision of this Agreement, or any law or regulation, that was violated;

(3) The corrective action desired; and,

(4) The name of employee’s representative, if any.

If the matter is not excluded from this grievance procedure and is timely, within 5 work days of receipt, the Labor Relations Officer will determine the appropriate management official (typically, the grievant’s second-level supervisor) and forward the grievance for adjudication, sending a copy to the affected Union.

The management official will meet with the grievant, attempt to adjudicate the grievance, and render a written decision to the grievant within 10 work days of receipt. A copy will be sent to the Labor Relations Officer who, in turn, will provide a copy to the affected Union.

C. When the issue(s) and corrective action are not clearly defined, the Labor Relations staff will promptly request clarification from the grievant or her/his representative. The employee or representative shall discuss the issue(s) and the corrective action desired with the Administration’s Labor Relation staff. If necessary, the employee or representative may be requested to amend or revise the grievance and will be permitted 7 work days to do so, during which time all other timelines are suspended.
D. Step 3. If the employee is not satisfied with the decision rendered, the employee may, within 10 work days after receipt of the decision, submit the grievance, in writing, to the Joint Grievance Board through the Labor Relations Officer.

Within 5 work days of receipt, the Labor Relations Officer shall set the time for the Joint Grievance Board to hear the case as promptly as possible. The employee and the employee’s representative shall be allowed to appear before the Board to present the case. Representatives of management shall also be allowed to appear before the Board. The Board shall apply its best efforts to determine pertinent facts and shall attempt by majority vote to formulate a recommended settlement. The written recommendation shall be sent to the Labor Relations Officer within 10 work days after the hearing. If no recommendation can be reached within this period, the Board shall forward its split recommendations in writing.

Within 5 work days of receipt, the Labor Relations Officer will determine the appropriate management official (typically, the grievant’s third-level supervisor) and forward the grievance and the Board’s recommendation(s) for adjudication, sending a copy to the affected Union.

The management official will consider the grievance and the Board recommendation(s), and render a written decision to the grievant within 10 work days of receipt. A copy will be sent to the Labor Relations Officer who, in turn, will provide a copy to the affected Union.
If the Union representing the aggrieved employee wishes to take the grievance to arbitration, the Union will, within 10 work days of receipt of the decision, invoke arbitration by written request to the Labor Relations Officer.

Grievances pertaining to disciplinary actions including admonishments, reprimands, and suspensions up to and including 14 days may be advanced only through the mediation/arbitration process in paragraph 12.15.

12.13 Grievances for Removals, Demotions, and Suspensions of More Than 14 Days. Employees may appeal actions to the Merit Systems Protection Board, or through the negotiated grievance procedure, but not both. That decision becomes final at the point where the employee submits an appeal in writing through either procedure. If the employee decides to appeal through the negotiated grievance procedure, the following will apply in lieu of paragraph 12.12:

A. The employee will have 15 work days from the effective date of the action to file, in accordance with paragraph 12.12(A) of this Agreement. The written grievance will be submitted to the Labor Relations Officer. If the matter is timely, within 5 work days of receipt, the Labor Relations Officer will determine the appropriate management official (typically, the supervisor of the management official who signed the adverse action decision letter) and forward the grievance for adjudication, sending a copy to the affected Union.

B. The management official will have 10 work days to attempt adjudication of the grievance,
and to render a written decision to the employee. A copy will be sent to the Labor Relations Officer who, in turn, will provide a copy to the affected Union.

C. If the Union representing the aggrieved employee wishes to take the grievance to arbitration, the Union will, within 10 work days of receipt of the decision, invoke arbitration by written request to the Labor Relations Officer.

**12.14 Employer Grievances.** The Employer shall present a grievance concerning an incident causing the grievance within 15 work days of when the Employer became aware of such incident. The grievance shall be filed in writing, include the requested remedy, and be presented to the Council or appropriate Union. The Council or appropriate Union shall respond in writing within 10 work days of receipt of the grievance. If the Employer wishes to take the grievance to arbitration, the Employer will, within 10 work days of receipt of the decision, invoke arbitration by notifying the Council or appropriate Union in writing.

**12.15 Mediation/Arbitration of Grievances.** In lieu of regular arbitration, the Union and the Administrator may mutually agree to take the grievance instead to a mediator/arbitrator to attempt mediation of the grievance. When this occurs, the provisions of paragraph 12.16 will apply except that the following procedures are used in lieu of paragraphs 12.16(A), (B), and (C):

A. If the mediator is not successful in mediating the grievance, as determined by the mediator/arbitrator, s/he shall render a binding decision with copies for the Administrator, employee, and the Council.
B. A maximum of three representatives may be appointed by the Union and the Administrator to participate in the mediation/arbitration process. Legal counsel will not be permitted. The Union or the Employer may provide witnesses.

C. The expenses of arbitration, including the compensation and expenses of the arbitrator, shall be borne equally by the Union and the Employer.

D. The mediator/arbitrator shall be selected from an established pool of 3-5 mediators/arbitrators mutually agreed to by both parties. The mediator/arbitrator for a given case will be selected randomly.

12.16 Arbitration of Grievances. If the Union or the Employer fail to settle any grievance processed under this procedure, the grieving Union or Employer may submit the grievance to arbitration within 10 work days of receipt of the grievance decision letter by informing the other party in writing. Except as provided in paragraph 12.15, the arbitration will be handled as follows:

A. Within 10 days of notification, the Labor Relations Officer shall request the Federal Mediation and Conciliation Service to provide a list of seven impartial persons qualified to act as arbitrator.

B. The parties shall meet within 15 work days of receipt of a list of arbitrators from FMCS to jointly select an arbitrator. If the parties are unable to agree on an arbitrator, each party will alternately strike a name from the list, resulting in a single name left to serve as arbitrator.
C. The expenses of arbitration, including the compensation and expenses of the arbitrator, shall be borne equally by the Union and the Employer. Any party desiring a verbatim transcript of the proceedings will bear the cost of such transcript. If both parties desire a transcript, the cost shall be borne equally.

D. The parties will meet to agree on the location of the hearing. If such agreement cannot be reached, the hearing will be held within commuting distance of the grievant’s official duty station. The hearing will be held during the regular day-shift hours of the basic workweek and, with mutual agreement, may extend beyond the basic workday.

E. The parties agree to exchange lists of witnesses not later than 10 work days prior to the scheduled date of the hearing. When multiple employees have identical testimony, the parties will make every effort to minimize costs by seeking stipulations to cover such testimony, or have depositions taken should travel be involved.

F. The arbitrator shall study all records of the case and conduct such investigation as the arbitrator may deem necessary. The arbitrator shall not have the power to add to, subtract from, or disregard any provision of this Agreement. The arbitrator shall then render a decision within 30 calendar days, with copies for the Administrator, the employee, and the Union/Council.

G. The arbitrator’s decision shall be binding on the parties, absent a filing of an exception to the Federal labor Relations Authority.
H. Any dispute over the interpretation or application of an arbitrator’s decision shall be returned to the arbitrator for settlement, including remanded awards. The arbitrator shall issue the settlement decision within 30 calendar days.

13. UNION MEMBERSHIP/RIGHTS OF THE EMPLOYEES

13.01 No employee, and no one seeking employment, shall be required as a condition of employment, transfer, promotion, reassignment, or retention, to join or refrain from joining any labor organization. However, employees have the right to organize or join or refrain from joining labor organizations, and to designate representatives for the purpose of consulting and negotiating with management officials and processing individual grievances.

The CPTC is recognized for the purposes of consulting and negotiating with BPA, as the exclusive representative of all hourly employees. In the exercise of this right, employees and employees’ representatives shall be free from any and all restraint, interference, coercion, discrimination or reprisal.

13.02 It is recognized that collective bargaining on the part of employees covered by this Agreement by the unions affiliated with the Council is helpful in accomplishing the purposes of this Agreement and the purposes of the Administration.

13.03 Employees are encouraged to discuss workplace concerns with their supervisors or other appropriate management officials. If an employee
finds it necessary to raise such a concern with the Union, he/she is entitled to a reasonable amount of official time to bring the issue to the attention of a Union representative. Any time spent beyond identifying the concern shall be on the employee’s own time.

14. BULLETIN BOARDS

14.01 Space on bulletin boards shall be made available to the unions affiliated with the Council for posting of official union bulletins.

15. TERRITORIAL REPRESENTATIVES AND SHOP STEWARDS

15.01 Each union affiliated with the Council agrees to designate one of its officers to act as its territorial representative for the Administration as a whole and such representative shall clear all matters which require handling at the Administration’s headquarters.

15.02 The Administration agrees that, to enable the Council, its officers, and the unions affiliated with it to meet and discharge their obligations and responsibilities under this Agreement, authorized labor representatives shall be permitted to visit the projects and places of work of the Administration during working hours.

15.03 Such authorized labor representatives shall confine their activities during such hours to matters relating to this Agreement, and will first make their presence known to the management.

15.04 Shop stewards shall be designated by their respective unions and the unions shall supply the
Administration with their names which shall be posted on appropriate bulletin boards.

15.05  

A. Official time will not be used for internal Council/Union business.

B. Union representatives and stewards in a duty status will be allowed a reasonable amount of official time for the following activities: attendance at meetings with management officials constituting formal discussions; term or mid-term negotiations with the Employer; meetings with bargaining unit employees addressed in paragraph 13.03; Craft Committee activities; obtaining information, for representational purposes, from the Employer; and attendance at Partnership Council and associated meetings governed by such Council’s charter. Any travel or per diem costs will be borne by the affected Union. The number of Union representatives/stewards in a duty status permitted official time in connection with authorized activities under this paragraph is limited to a single person for any given meeting except as follows (1) negotiations, which is governed by law; (2) Partnership Council and associated meetings, which is governed by the Council’s charter, (3) craft committees (4) and other mutually agreed to circumstances.

C. Unless approval on an ongoing basis has been otherwise given, it is understood that the representative or steward in a duty status must first obtain his/her supervisor’s approval to leave the work area before carrying out any activities under paragraph 15.05(b). Procedures for obtaining approval are as follows:
(1) As far in advance as possible of the proposed time use, the representative or steward will inform their supervisor of the date and amount of time requested, the purpose for which it is requested (i.e., one of the purposes under paragraph 15.05 (b), and the location where the time would be used.)

(2) In considering the request, the supervisor will review the work situation to ascertain if the employee can be excused for all or part of the requested period.

(3) If the representative/steward and supervisor agree on the amount and time requested, the time will be granted.

(4) If the representative/steward and supervisor do not agree on the amount and time requested, they will discuss the matter and attempt to reach agreement. If agreement cannot be reached, the Labor Relations Office and the Union Business Representative will be asked to intervene to attempt resolution.

15.06 Union representatives and stewards shall accurately record, in quarter-hour increments, all official time used on their Time and Attendance records, using proper time reporting codes identified by the Administration.

16. SPECIAL LEAVE FOR UNION ASSIGNMENTS

16.01 Unions affiliated with the Council may request leave of absence for Administration employees for the purpose of accepting assignments with the union. Such employees, if they have worked at least one year for
the Administration, may be granted leave without pay for a period not to exceed one year. Subject to regulations on leave without pay provisions, they may be granted an additional year of leave without pay. If at the end of that period they wish to remain with the union, they will resign their Federal employment with the understanding that when they wish to return to the Administration, they will be reemployed subject to the following conditions:

A. Evidence of satisfactory physical and mental qualifications.

B. The individuals must have acquired career or career conditional status, and be eligible for reinstatement.

C. The individual must notify the Administration of a desire for reemployment within 30 days after the termination of the union assignment. Subsequent to receiving this notification and subject to other conditions listed here, the individual will be offered the first vacancy to occur in the branch of the trade at the grade left or below. The individual will not be obligated to accept a position below the grade formerly held but upon accepting any employment with the Administration, or upon declining to accept a position equal in grade to the one left, all obligations under this plan would be terminated.

D. There is no qualified priority placement person required by applicable regulation who wants the vacant position.

After being reemployed, such individual will not be granted further leave without pay for a union assignment until having been reemployed
for a period at least equal to that of the preceding union assignment, or two years whichever is less.

17. JURISDICTIONAL BOUNDARIES AND DISPUTES

17.01 The determination of jurisdictional boundaries between and among the various unions affiliated with the Council shall be the sole and exclusive responsibility of the national and international unions representing employees of the Administration. Where such jurisdictional agreements or awards affect the assignment of work by the Administration, the Council shall so notify the Administration.

17.02 The Administration shall assign work in conformance with such traditional jurisdictions, agreements or awards in a manner consistent with its responsibility to meet operating and construction requirements and to accomplish the duties and responsibilities assigned to it.

17.03 Where work boundaries for the unions affiliated with the Council have been established through custom, practice or tradition, or by agreements between unions, or by decisions of jurisdictional award bodies which are on record with the Administration, the employee represented by each union shall normally perform the work within the established boundary. However, in emergencies, unusual circumstances, or in the absence of jurisdictional agreements, awards or understandings, the Administration retains the right to assign work, until an agreement is reached between the unions, or an award is rendered. Thereafter, and as soon as possible, the Administration shall alter its assignments and schedules to conform to such agreement or award. If there is a question of jurisdiction, the Administration shall notify the CPTC. The CPTC shall provide the
Administration an opportunity to meet with the CPTC to discuss the issues and impacts on BPA’s ability to operate efficiently and safely. If mutual agreement is not reached, the CPTC shall advise the Administration of its determination in accordance with paragraph 17.01

18. **WORK OUTSIDE OF CLASSIFICATION**

18.01 Employees shall not be required to perform work outside their classification, except in cases of extreme emergencies; in such a case the employees affected shall be under the direct supervision of a foreman or other regular worker regularly performing this work.

18.02 Employees classified as helpers will in no event be used to replace journeymen.

19. **DISTRIBUTION OF AGREEMENT**

19.01 A copy of this Agreement shall be given to employees who are a part of the basic utility organization, and a copy of this Agreement shall be maintained at each place at which hourly employees report for work.

19.02 The Administration shall post the new Agreement and existing Memoranda of Understanding to its internal web site. The Administration shall provide new employees with a copy at the Employer’s cost.
SUPPLEMENTARY AGREEMENT NO. 1

Between the Administrator
Bonneville Power Administration
and the
Columbia Power Trades Council

GENERAL WORKING CONDITIONS

1-1. SAFETY AND HEALTH

1-1.01 The Administration will endeavor to comply with applicable state, local and Federal laws and regulations relating to the safety and health of employees and will take such additional steps as may be necessary to make adequate provisions therefor.

1-1.02 Employees shall comply with the safety rules of the Administration.

1-1.03 Both the Administration and the Council shall be represented on the Administrator’s Central Safety and Health Committee by up to six delegates each. One of the Administration’s delegates will chair the Committee meetings. Each delegate shall have equal voting rights for the sole purpose of considering changes to the Accident Prevention Manual’s (APM) safety rules that affect the safety of employees covered by this Agreement. In the event of a tie vote, no change is made to such APM rules by the Committee, but the Administration retains the right to negotiate a change with the Council under the provisions of paragraph 8.08 and to refer any negotiation impasse under the provisions of paragraph 9.02.
1-1.04 BPA will provide appropriate fire resistant (FR) Personal Protective Equipment (PPE). When the FR PPE becomes unserviceable or dirty, the employee can turn in the PPE and BPA will promptly replace the PPE in kind. The parties mutually agree to attempt to avoid frivolous disputes regarding whether the garment is serviceable or dirty.

1-2. INJURY AND DEATH BENEFITS

1-2.01 Benefits will be provided by the United States for the disability or death of an employee resulting from personal injuries sustained while in the performance of duty in accordance with the Federal Employees’ Compensation Act.

1-3. HEALTH AND LIFE INSURANCE BENEFITS AND DEDUCTIONS

1-3.01 Career and career-conditional employees will be covered by group life insurance during employment and after retirement as provided in the Federal Employees’ Group Life Insurance Act of 1954, unless exemption is specifically requested by the employee. The Act excludes temporary employees from coverage except in special circumstances. Where employees are covered, the amount as may be established by law, shall be deducted biweekly from the employees’ wages. The Act provides that the Government will contribute the remainder of the cost of such insurance.

1-3.02 Employees eligible for health and medical care benefits under the Federal Employees’ Health Benefits Act of 1959 and the Office of Personnel Management regulations issued thereunder, may elect to receive the benefits of an approved health benefits plan for themselves, or for themselves and their families, during employment and after retirement in accordance with the provisions of the
Act and regulations. Their survivors may also continue to receive such benefits in those instances provided for by the Act or regulations. The Government will contribute to the cost of such benefits in accordance with the Act and regulations. The employees’ share of the cost shall be deducted from their wages. The regulations exclude certain temporary, part-time, and other limited categories of employees from coverage.

1-4. **RETIREMENT BENEFITS AND DEDUCTIONS**

1-4.01 Retirement benefits will be provided in accordance with applicable Federal employee retirement systems.

1-5. **UNEMPLOYMENT COMPENSATION**

1-5.01 All employees shall be covered by State unemployment compensation programs in accordance with the provisions of Federal law. The cost of such unemployment compensation is borne by the Federal Government.

1-6. **ANNUAL LEAVE**

1-6.01 Employees with regular tours of duty shall earn annual leave in accordance with applicable laws and regulations.

1-6.02 Annual leave may be allowed at any time during the year having due regard to the Administration’s needs. The Administration reserves the right to schedule annual leave, if necessary, in order to provide relief coverage or to meet slack work periods, or for other reasons as provided in the leave regulations.
1-6.03 Except in emergencies, all annual leave must be requested and approved a sufficient time in advance to allow the Administration an opportunity to arrange for necessary relief without the payment of penalties. Violation of the above may result in leave being disapproved.

1-6.04 Annual leave unused in any year shall be accumulated from year to year in accordance with applicable laws and regulations.

1-6.05 All annual leave of one (1) or more weeks consecutive duration must be approved or disapproved within 10 working days of the supervisor’s receipt of the request. Once approved, the leave will not be canceled by the supervisor unless the employee’s absence would cause an interruption of the work with adverse consequences to the Employer. In addition, the Administration shall not coerce an employee to voluntarily cancel such leave.

1-7. SICK LEAVE

1-7.01 Employees with regular tours of duty shall earn sick leave in accordance with applicable laws and regulations.

1-7.02 Notification of absence on account of sickness shall be given as soon as possible. If such notification is not made, such absence may be regarded as unauthorized absence. An employee found to have abused the sick leave privilege, including misrepresentation or falsification, shall be subject to disciplinary action.

1-7.03 Unused sick leave shall be accumulated and available for future use in accordance with applicable laws and regulations.
1-8. SPECIAL LEAVE

1-8.01 Regular employees covered by this Agreement who are prevented or relieved from working during their regular working hours by administrative order issued pursuant to applicable law or regulation or by executive orders shall be paid the applicable rate of pay for such periods. Intermittent employees shall not be paid when so prevented or relieved from working. No extra pay will be given to employees who work during such excused absences.

1-8.02 Employees eligible in accordance with current Federal law shall be allowed the prescribed military leave with pay.

1-8.03 Employees called for jury service shall be allowed court leave with pay in accordance with applicable Federal regulations.

1-9. TIME OFF IN LIEU OF COMPENSATION

1-9.01 Employees who are authorized (but not ordered) to attend meetings approved by the Administration and who attend such meetings outside of their scheduled working hours shall be allowed an equivalent amount of time off (travel time shall not be included) at a time which is mutually agreeable with the employees and their supervisors; provided, that such lieu time is taken within 13 pay periods of the date on which it is earned. Lieu time shall not be allowed to attend meetings in which employees are serving in a union representational capacity unless agreed to by the Administration.

1-9.02 An attempt will be made to schedule periodic apprenticeship examinations during the regular
working hours of apprentices. However, when it is necessary to hold examinations outside of the apprentices’ regular schedules or when it is necessary for the apprentices to travel outside of their regular schedules to take an examination, they shall be allowed an equal amount of time off (exclusive of travel time by common carrier where sleeping facilities are available) at a time which is mutually agreeable with the apprentices and their supervisors; provided, that such lieu time must be taken within 13 pay periods of the date on which it is earned.

1-9.03 See paragraph 1-15.04

1-10. PER DIEM

1-10.01 Employees under this Agreement shall be entitled to a per diem allowance for travel expenses in accordance with applicable laws and regulations.

1-10.02 Apprentices will be paid for travel and per diem expenses, in accordance with applicable travel regulations, for expenses incurred in connection with mandatory training, including training on scheduled days off.

1-11. SEVERANCE PAY

1-11.01 Career and career-conditional employees shall receive severance pay in accordance with the provisions of applicable laws and regulations.

1-12. GENERAL EMPLOYEE BENEFITS

1-12.01 Employees covered by this Agreement are entitled to privileges and benefits which are made applicable to them on a mandatory basis by statutes, orders or regulations having the force and effect of law. Such
privileges and benefits may be incorporated in the Agreement under the procedure specified in Section 1.02. Privileges and benefits which are discretionary with management are subject to negotiation under appropriate provisions of this Agreement.

1-13 MEDICAL EXAMINATION

1-13.01 Medical examinations for employees and prospective employees which are required by the Administration, shall be provided and paid for by the Administration.

1-13.02 The Administration may designate physicians who will make such medical examinations as authorized.

1-13.03 Department of Transportation-required physical exams for employees required to possess a Commercial Driver’s License (CDL) will be provided by the Administration. Employees are required to obtain such exams from a medical provider designated by the Administration. When the Administration determines that it is not practical for the Administration to provide the exams, the employee may receive the exam from a personal physician and will be reimbursed the cost of the exam by the Administration upon its receipt of a copy of the physician’s medical report, not to exceed 300% of the journeyman Electrician basic rate of pay in effect at the time of the exam.

1-13.04 The provisions of paragraph 1-13.03, including the requirement for a physical exam, apply to all employees required to possess a CDL, notwithstanding the provisions of any State law.
1-13.05 For employees who are required to have a CDL, such requirement will not be considered a condition of employment for purposes of retention in the position if the employee is unable to obtain a CDL for medical reasons, provided that the need for a CDL is an incidental duty (e.g., this does not apply to occupations for which the Administration has established professional driver requirements such as Heavy Truck Drivers, Rigging Truck Drivers, Electrical Riggers, Line Equipment Operators, Welders, and Operating Engineers). Regular driver license requirements are still considered a condition of employment for retention purposes.

1-14. SELECTION OF EMPLOYEES

1-14.01 The Administration will select all new employees in accordance with the provisions of the Civil Service Act and the regulations of the Office of Personnel Management.

1-14.02 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 without regard to race, religion, color, sex, national origin, age, marital status, lawful political affiliation, political or personal favoritism, or sexual orientation and the rights of veterans will be safeguarded.

1-15. PROMOTION AND REASSIGNMENT

1-15.01 It is the policy of the Administration to fill each position with the best qualified available person and to utilize to the maximum extent through proper placement the abilities and knowledge of all employees. Position vacancies above the entrance level in the Administration are
normally filled by promotion from within unless a sufficiently well-qualified employee is not available or it is clearly in the best interest of the Administration to recruit from outside, except as provided elsewhere in this Agreement.

1-15.02 In order to assure all interested employees of consideration for reassignment change of duty station, or promotion, all positions covered by this Agreement shall be considered as open for bid (i.e., application) on a continuous basis. The Administration’s bid list program shall provide for the following:

A. Allow an employee to apply for bid list positions at any time during the year, in accordance with bid list (i.e., merit promotion) procedures.

B. The bid list (i.e., merit promotion vacancy announcement) shall include a list of all positions to be included in the program for the year.

C. The Administration shall maintain a list of applicants (i.e., bidders) for each location and level of job through December 31 of each year.

D. The rating and ranking of applicants for Foreman and Chief Operator (all grade levels) positions may occur once every 6 months.

E. The ratings and rankings of applicants for positions above the journeyman level that are deemed “best qualified” are considered valid for a period of 5 years from the date of such ratings.

F. Employees applying for lateral reassignments and/or downgrades within their crafts are not required to be rated or ranked.
G. The bid list shall be made available to all covered employees for the forthcoming 12-month period.

H. Positions covered by the CPTC Agreement that were not included in the annual bid listing will be announced separately in accordance with merit promotion plan requirements for hourly positions.

1-15.03 It is recognized that it is the Administration’s fundamental right to determine the number and location of positions needed to carry out its program and to fill such positions in the best interest of the Administration. For example, the Administration shall have the right to reassign employees into vacancies when their health or physical condition makes it advisable. By way of further example, when there are no applicants for a vacancy or when none meets the minimum qualifications outlined in the job standards, the Administration may promote an employee from within the craft into the vacancy.

The administration recognizes the interest of the unions in the assignment of employees. Therefore, before using the above paragraph as a basis for assigning an employee to a vacancy, the appropriate union will be informed of the circumstances and will be given 10 days to present any points it wishes to have considered.

In selecting an employee from a group of applicants to fill a vacancy, due consideration will be given to selection factors listed in the job standards.

→ 1-15.04 When it is desirable to interview applicants for reassignment, transfer, or promotion at a time outside of the applicants’ regular schedule or when it is necessary for the applicants to travel outside of their
regular schedule to attend such an interview, they shall be allowed an equal amount of time off (exclusive of travel time by common carrier where sleeping facilities are available) at a time which is mutually agreeable with the applicants and their supervisors; provided, that such lieu time must be taken within 13 pay periods of the date on which it is earned.

1-15.05 Any vacancy occurring within a 24-month period after one or more career employees have been displaced from a similar position at the same grade and location as the vacancy, shall not be considered a vacancy open for bid until such displaced employees have been considered for reassignment or promotion to the vacancy. In case of career-conditional employees the above period shall be 12 months. Such employees shall be considered in the order of their previous seniority at the location in question and reassigned employees shall be moved at Government expense.

→ 1-15.06 Permanent employees covered by this Agreement will be paid moving expenses as provided by Federal government travel regulations, for:

A. All involuntary reassignments and other involuntary position changes that involve a change in commuting area, as defined by reduction-in-force competitive areas;

B. All graduating apprentice assignments; and

C. All other moves (does not apply to moves paid under paragraph 1-15.05), not to exceed 3 moves in 15 years, with the following limitations:

(1) No more than one of the moves may be used for a voluntary lateral reassignment;

(2) An employee is not entitled to a paid move associated with a voluntary change to a
lower-paid classification, except for two situations for which moving expenses shall be paid by the Administration without regard to any paid move entitlement under this paragraph: (a) when entering an electrical apprentice or electrical trainee position; and (b) the employee is physically unable to perform the essential duties of the employee’s current classification, as determined by BPA’s Medical Officer, and is entering a position for which the employee meets the physical requirements.

D. The provisions of this paragraph, as well as other references to paid moves in this Agreement, apply only when both an employee relocates to a residence within one hour of the official duty station documented on the employee’s official personnel action, and the relocation distance (difference between previous and new duty stations) is 50 miles or greater.

1-15.07 After making selection for promotion or reassignment the Administration shall notify in writing all applicants, of the selection. If requested by a non-selected employee, the selecting official shall explain orally or in writing the reasons the employee was not selected.

1-15.08 Employees of the Administration will be reassigned, promoted and retained in service without regard to race, religion, color, sex, national origin, age, marital status, lawful political affiliation, political or personal favoritism, or sexual orientation and no test of any of these considerations will be required of
any applicant or employee of the Administration as a condition of employment.

1-16. PAY SAVINGS

1-16.01 Employees, whose rate of pay exceeds the beginning rate of pay for an apprenticeship or other recognized trainee position, shall upon entering the apprenticeship or other recognized training programs, retain one-half the difference between their former rate of pay and the training position. This retained rate shall not exceed one-half the difference between the apprentice or trainee rate and the journeyman or target rate for the craft into which the employee is going. Such employees will receive no increase in pay until the regular current rate for their training position exceeds their retained rate. This paragraph does not apply to Assistant Dispatcher Trainees (2-6.06), Assistant Dispatchers (2-6.06), or Craftsmen Trainees (2 7.03).

1-16.02 Employees of the Federal Civilian Service who have at least five full years of service with BPA and who become partially disabled through accident or natural causes and cannot fully perform their duties but can satisfactorily perform some useful work may be offered other jobs under the following provisions: (Note: the provisions of this paragraph also apply to employees, regardless of the length of their service time with BPA, if they are offered positions under Reasonable Accommodation procedures covered by the Americans with Disabilities Act).

A. Placement will be made within the physical and mental capabilities of the employees providing they have the capacity, adaptability, and possess, or with training, can acquire within a reasonable period of time, the special skills required by the job. Such placement may be
made without reference to Section 1-15, Promotion and Reassignment. A limited period of special training may be offered employees if necessary to satisfactorily perform the duties of the new job.

B. Employees with less than 25 years of service (consistent with the employee’s SCD Leave date) placed under this program into lower paid hourly jobs will not be paid more than the current base rate of the new job plus 50 percent of the difference between the current base rate of the new job and the base rate of the former job at the time of reassignment. The rate thus established is subject to change with any future wage adjustments. Employees with more than 25 years of service upon such placement will retain their current rate of pay and also receive future wage adjustments.

C. Employees may continue in this program until they retire under optional retirement, placed in their former position or the equivalent, or separated for appropriate reasons including disability.

1-16.03 All other situations involving pay savings, such as elimination of an occupation, shall be handled by means of using red-circled rates. An employee with a red-circled rate will not receive any wage increase, until such time as future wage adjustments for the position in which the employee is placed cause the rate for such position to equal or exceed the red-circled rate, at which time the employee will be paid the rate established for the position.

1-16.04 The provisions of paragraph 1-16.03 do not apply to any management-initiated demotion due to an
employee’s personal cause (e.g., performance- or conduct-based actions), and also do not apply to an employee-initiated change to a lower grade except as addressed in paragraph 1-16.01 or if initiated by the employee in lieu of placement under reduction-in-force procedures or equivalent planned management action. Instead, the Administration retains the discretion as to whether to establish any form of pay savings, and the Administration’s decision on such matters is not grievable under the provisions of this Agreement.

1-17. BREAK-IN PERIOD

1-17.01 When employees are reassigned to any positions in which they have had no previous experience, they shall be given a reasonable break-in period with an experienced employee.

1-18. CONFLICT OF INTEREST

1-18.01 Employees permanently appointed at the Foreman II level or above (i.e., Foreman II/III, Chief Substation Operator, Senior Dispatcher, who have supervisory responsibility for direction of the working force and make decisions affecting employees shall be free to maintain their membership in the union, but may not act as representatives of or participate in the management of the Council or any of the organizations constituting the Council, where such participation or activity would result in a conflict of interest or otherwise be incompatible with law or with the official duties of the employee. With respect to the Council calling any employees with such supervisory responsibility as witnesses in any third-party dispute proceedings (e.g., arbitration hearings, FLRA proceedings, etc.) it is understood that such employees’ testimony cannot be considered or used by the arbitrator or other adjudicator as testimony on behalf of BPA management or an admission by BPA management.
1-19. DISCIPLINE

1-19.01 A supervisor may relieve or remove any employee from a work status when, in the supervisor’s opinion, such action is in the best interest of the Administration. In such instances all facts and circumstances shall be promptly reported through administrative channels so that a disciplinary action may be initiated, if deemed necessary, and to permit determination as to the employee’s status and pay while off the job.

1-19.02 All disciplinary actions (reprimands or higher) of employees will be taken in accordance with applicable rules and regulations of the Office of Personnel Management.

1-19.03 Management will take the time needed to appropriately investigate a matter before taking or proposing disciplinary action.*

1-20. REDUCTION IN FORCE

1-20.01 The Administration agrees to give the maximum amount of advance notice, consistent with sound management, of contemplated reductions in force.

1-20.02 All reductions in force will be made in accordance with rules and regulations of the Office of Personnel Management which provide for such considerations as performance ratings, veterans’ preference and creditable service.

1-20.03 Hourly employees who exercise retreat or bumping rights or who are otherwise offered lower paying vacant hourly positions as a result of a reduc-
tion in force, or in lieu of a reduction-in-force, will have their pre-existing pay rate “red circled” (frozen) until such time as the pay rate for the new position they occupy exceeds their “red circled” rate.

1-21. TEMPORARY ASSIGNMENTS AT HIGHER RATES OF PAY

1-21.01 Permanent employees may be given temporary assignments within their craft series other than those authorized by their working titles as shown on official appointment papers.

1-21.02 Employees shall receive for performance of the work upon which they are at any time engaged, the rate of pay applicable to such work on an actual time basis, or a minimum of two (2) hours, whichever is greater, except they shall not receive less than their base rate (the rate on their official appointment papers). Once upgraded, the employee shall continue to receive the higher rate of pay, which includes during non-work times (such as standby time, attendance at safety meetings, and other similar non-work time) until the need for the upgrade ends. Annual leave, sick leave, excused absences, and holidays on which no work is performed shall also be paid at the base rate. Deductions for retirement and life insurance benefits are computed on the base rate of pay.

1-21.03 When temporarily assigned responsibility for directing the work of a crew, project or job, employees shall receive the applicable upgraded rate of pay, in accordance with the minimum total crew size and composition requirements described in the chart below. When temporarily upgraded, the duration of such upgrade shall be paid in accordance with paragraph 1-21.02. The temporary
upgrade chart applies to employees covered by all Supplements, except employees covered by Articles 2-6, 2-7, and Supplement 9.*

**Temporary Upgrade Crew Structure Chart**  
*(Minimum Crew Size, Including The Upgraded Person)*

<table>
<thead>
<tr>
<th>Upgrade</th>
<th>Percentage $^5$</th>
<th>Minimum Crew Size</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jrnmn-In-Charge$^1$</td>
<td>107.5%</td>
<td>2</td>
<td>At least 2 journeyman$^2$</td>
</tr>
<tr>
<td>Foreman I</td>
<td>112.5%</td>
<td>3</td>
<td>At least 2 journeyman$^2$</td>
</tr>
<tr>
<td>Foreman II (TU) (Construction)$^3$</td>
<td>115%</td>
<td>N/A</td>
<td>Remote site, with independent job responsibility$^4$</td>
</tr>
<tr>
<td>Foreman II (TU) (Construction)$^3$</td>
<td>115%</td>
<td>8</td>
<td>At least 4 journeyman$^2$</td>
</tr>
<tr>
<td>Foreman II (TU) (Non-Construction)</td>
<td>115%</td>
<td>8</td>
<td>At least 4 journeyman$^2$</td>
</tr>
<tr>
<td>Foreman III (TU) (Construction)$^3$</td>
<td>120%</td>
<td>9</td>
<td>Remote site, with independent job responsibility$^4$ or at least 6 journeyman$^2$</td>
</tr>
<tr>
<td>Foreman III (TU) Non-Construction</td>
<td>120%</td>
<td>9</td>
<td>At least 6 journeyman$^2$</td>
</tr>
</tbody>
</table>

1 The criteria described under “General” in Appendix A must be met.  
2 Must be a journeyman of the same craft except as noted under “General” in Appendix A.  
3 Applies only to Construction Electrician (2-3.05) and Electric Utility Carpenter (8-4).  
4 See paragraph 2-3.05 and 8-4 for additional explanation of criteria.  
5 The rate of pay shall not exceed the rate of pay for the permanent supervisor of the work unit.

### 1-22. PAYDAYS

**1-22.01** The Administration will designate the regular paydays and normally each pay check shall cover a period of 2 calendar weeks.

**1-22.02** When an employee does not receive his/her pay on the scheduled payday and it is subsequently determined that the non-receipt was due to administrative error on BPA’s part, the employee will be paid within
twenty-four (24) hours of such determination, or the next regular business day, whichever is later.

**1-22.03** Electronic Funds Transfer (EFT) shall be the primary method for paying employees in bargaining unit positions, including salary as well as other payments as determined by management. In addition to mandatory exclusions from this requirement set by statute or regulation, other exclusions from this requirement, if permitted by governing regulations, are (a) temporary and seasonal employees with appointments less than 180 days; (b) employees for whom hardship exists as determined by management on a case-by-case basis; and (c) employees stationed in locations where no financial institution capable of receiving EFT payments is available within reasonable distance of the duty station or temporary duty site.

**1-23. HOURS OF WORK**

**1-23.01** The standard work day shall consist of 8 hours which shall normally be from 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m., except Truck Drivers in 4-1.03 and Aircraft Maintenance Technicians in 12-6.*

**1-23.02** The standard work week shall consist of 40 hours and shall normally include 5 consecutive standard work days scheduled Monday through Friday, except Aircraft Maintenance Technicians in 12-7.

**1-23.03** Whenever conditions are such that work cannot reasonably be performed during standard schedules, nonstandard schedules may be established by the Administration:

A. Whenever entry into the work area is restricted to early morning (hoot owl) shifts by
a responsible fire warden. In such cases basic utility crew employees affected will be guaranteed an 8-hour continuous shift except for a half-hour meal period.

B. For long-term conditions, more than 30 days, work schedules consisting of 8 hours per day and aggregating 80 hours per biweekly pay period may be established. (For specific rules relating to Substation Operators and Dispatchers, see section 2-6.)

C. For temporary conditions, 30 days or less, nonstandard work days may be established upon 24 hours’ notice to all employees affected. Standard work weeks shall be observed. Only that work which cannot reasonably be performed on the day shift may be done on such nonstandard shifts. If an employee’s assignment does not continue for 10 consecutive days or more on such a nonstandard schedule, the overtime rate shall be paid for time worked outside a standard workday.*

D. Except as noted below in article 2-6, the hours of work specified in Article 1-23.01 may be modified in accordance with BPA-CPTC Joint Interpretation dated November 27, 2012, without regard to A, B, or C, if:

1. A simple majority of employees affected by the change agree to it.
2. Management personnel responsible for the employee’s work unit agree.
3. The Union Business Representative having jurisdiction over the employees
agrees. If the deviation is one hour or less, the Union Business Representative need not be consulted, just advised.

4. The change in hours of work does not create any additional overtime requirements.

5. In the event any of the parties (including a majority of affected employees) involved in these voluntary arrangements wish to discontinue the practice, it will be terminated the following workday in the case of deviations from Article 1-23.01, and will be terminated at the start of the next pay period in the case of deviations from Article 1-23.02.

1-23.04 Except as otherwise provided in sections 1-8, 1-19, 1-25, employees relieved from duty by the Administration during the first 4 hours of their regularly scheduled 8-hour day shall be paid for 4 hours; if relieved by the Administration after having been on duty more than 4 hours, they shall be paid for 8 hours. Employees relieved from duty at their own request, or on account of weather conditions that prevent work from being performed, shall be paid only for time actually worked. If employees are ordered by the Administration to report for work and, at the beginning of the regular shift it is mutually agreed between the supervisor and the majority of the employees affected that weather conditions are such that they should not work, they shall be paid for 1 hour at the straight-time rate, provided, however, that in the case of emergency, crews may be ordered to work regardless of weather conditions.

1-23.05 When severe weather conditions exist, such as wind or snow storms, that jeopardize
the ability to perform work safely, the supervisor will not require work that involves exposure to extraordinary weather for a particular locale unless the work can be performed safely or is required to restore or maintain the operation of the power system. Driving or traveling in a vehicle during adverse weather conditions is not affected by this paragraph.

**1-23.06** Sufficient time will be allowed before the close of each shift for personal cleanup and the storage of tools.

**→ 1-23.07** When employees (this paragraph does not apply to Construction Electricians and employees in other crafts who directly support such construction work, unassigned apprentices prior to their last step of apprenticeship, and Substation Operator craft employees when they are receiving Availability pay) are on per diem for a job that will extend beyond the end of a regularly scheduled workweek under paragraph 1-23.02 (or paragraph 1-23.03D, if applicable) and continue into the next workweek, the Administration has two choices, as shown in sub-paragraphs A and B below.*

A. First, the Administration can keep such employees on per diem until the next regularly scheduled workday if they are assigned overtime work of at least one full workday before the next regularly scheduled workday, with the understanding that voluntary returns by the employee can be permitted on days for which no work is scheduled.

B. Second, if the Administration does not assign such overtime work, it must provide up to 2 hours travel time on the clock to any employee who chooses to return to his or her permanent duty station, as well as up to 2 hours travel time
on the clock on the next regularly scheduled workday to return to the temporary jobsite. For such return travel, the Administration is obligated to provide a government vehicle unless there is no suitable government vehicle available, as determined by the immediate supervisor, at the temporary job site. In addition, employees who choose to not return to the permanent duty station are expected to work the full workday.

1-24. MEAL PERIODS

1-24.01 The meal period for standard work schedules shall be 12:00 noon to 12:30 p.m (Standard work schedule means 8:00 a.m. - 4:30 p.m. Monday through Friday.)

→ 1-24.02 Meal periods for non-standard work schedules and overtime shall be as follows: Thirty minutes at the end of the first 4 hours worked, and thirty minutes at the end of each 6 hours worked thereafter.*

1-24.03 For Shift operations, where employees work on a continuous basis and are allowed to eat on the job, the only effect of the above-stated meal periods is to determine the employee’s eligibility (during overtime assignments) for compensation, as provided in paragraph 1-24.05, in lieu of the Administration furnishing meals.

→ 1-24.04 Employees are expected to bring their first meal when they are working scheduled overtime on a regularly scheduled day off, provided they are notified of such overtime by the end of their prior shift or at least 16 hours in advance of the beginning of such overtime work, whichever occurs later.
1-24.05 For each meal period that occurs during overtime for all other situations, the Administration will pay the overtime meal allowance as specified in Supplement 14-17, in lieu of furnishing the meal. When an employee is in a per diem status, the overtime meal allowance will not be paid. (NOTE: A premium as specified in Supplement 14-17, will be paid to employees when a fourth meal is required in a calendar day, due to overtime work, and the employees are on per diem. Also, overtime work preceding the regular shift on a standard work day may create situations whereby two meal periods occur within the standard work day. In those situations, the first meal period shall be on paid time.)

1-24.06 One-half hour at the overtime rate will be paid as a penalty for a missed meal period; or for advancing or delaying a meal period more than 1 hour, unless the deviation is requested by a majority of the employees involved.

→ 1-24.07 When on overtime, where food is not available on the job, employees will be allowed to travel on the Administration’s time to and from a suitable eating establishment, up to one-half hour each way (employees shall select the nearest suitable establishment to minimize travel time). If travel time would exceed this, an employee may be dispatched on the Administration’s time to obtain food for members of the crew if so requested by the majority of the employees involved. Employees may be required to bring one lunch on the job in order to avoid travel time to and from a place to obtain food.

1-25. HOLIDAYS

1-25.01 Except as provided in paragraph 1-25.02 and 1-25.04 the following days will be observed as

1-25.02 When any of the above days fall on a Saturday or Sunday, and offices of the Government are closed to public business on the preceding Friday or succeeding Monday in lieu of such holiday, then such Friday or Monday shall be deemed to be the holiday.

1-25.03 Holidays as determined above will be observed as non-workdays. Regular employees shall receive the same pay for no work on holidays as for other days on which an ordinary day’s work is performed, provided they are in pay status the workday before or the workday after the holiday involved.

1-25.04 When holidays fall on a regular non-workday for employees whose basic workweek is other than Monday through Friday, the workday immediately preceding or succeeding the holiday shall be designated (as determined administratively) as the holiday in lieu of such holiday which occurs on the employees’ scheduled non-workday.

A. Such employees who have designated holidays in lieu of the official holiday shall be excused from duty on the designated holiday.

B. Such employees who are required to work on their designated holidays shall receive 200 percent of their straight time rate of pay for the regular 8 hours of work in addition to the holiday pay they would receive had no work been performed.
1-25.05 All time worked on holidays by employees shall be compensated under the rule applicable to overtime in addition to the compensation which would have been paid if the employee had not worked.

1-26. OVERTIME AND PREMIUM PAY

1-26.01 Employees shall be compensated at two times the straight time rate of pay for all work and ordered travel time beyond the scheduled workday and workweek with the following exceptions:

See paragraph 1-9.02 (Apprentices)

Time in excess of an employee’s regular tour of duty that is spent attending, or traveling to and from, training, when such training is for the purpose of correcting misconduct, as well as when such training is included in an official Performance Improvement Plan.*

1-26.02 Minimum pay for overtime work shall be as follows:

A. For work which is a continuation of a regular shift the employees shall receive overtime pay for the actual time worked.

B. For work which begins 2 hours or less immediately prior to the beginning of a regularly scheduled shift, the employees shall be paid at the overtime rate for the time between the time they report for work and the beginning of their regular shift.

C. For work which employees are scheduled to perform on their days off, they shall be paid a minimum of 2 hours, or actual time worked, whichever is greater, at the applicable overtime rate.
D. For work outside of a regular shift and which is not covered in a, b, or c above, employees shall receive a minimum of 2 hours at the applicable overtime rate even though the actual work is less than 2 hours.*

1-26.03 Employees required to report for overtime work who are notified after the close of their regular tour of duty and less than 16 hours before the beginning of the overtime work, shall receive 1 hour call time at the applicable overtime rate of pay, in addition to the overtime pay to which they are otherwise entitled. This section does not apply where employees are required to report 1 hour or less before the start of their regularly scheduled tour of duty.

1-26.04 Pay shall not be allowed for time spent traveling from employees’ homes to their regular duty station except that—when ordered out for overtime work, employees may be permitted to report to the site of the job directly from their homes if such travel would require less time than would be necessary for the employees to report to the job site from their regular duty station. In this case the employees shall be paid for time traveling between their homes and the job site and back to their homes.

1-26.05 Relief is defined as the 8 consecutive hours immediately following the period of overtime work, and any employee who works 8 hours between shifts, or 4 hours after midnight (or the employee’s reconstructed midnight, which is considered to be 16 hours after the beginning of the shift) shall not work any portion of their next regular tour of duty at the straight time rate unless they have had 8 hours of relief.
For any part of the 8 hours relief that coincides with their next regular tour of duty, they will be compensated at the straight time rate of pay for the first 4 hours.

1-26.06 Employees may take annual leave, sick leave, or unpaid status for any portion of their regular tour that coincides with the 8-hour relief period. The Administration may order the employees to work any portion of their regular tour of duty following the 8-hour relief period at the straight time rate of pay.

1-26.07 Employees while working on transmission line structures (including wood pole structures), microwave towers, or other towers, shall be paid at two times the straight time rate of pay when they are required to climb 80 feet or more above the ground.

Employees while working suspended free of a structure on any conductor, at any height, shall be paid two times the straight time rate of pay.*

1-26.08 No combination of payments to employees shall exceed four times the regular straight time rate of pay.

1-27. DUTY STATIONS

1-27.01 All employees shall be assigned a permanent duty station. When so assigned they shall not be reassigned arbitrarily to another permanent duty station. However, as provided in paragraph 1-15.03, reassignments may be made at the option of the Administration.

1-27.02 Thirty days’ notice shall be given in case of a change of permanent duty station ordered by the Administration.
1-27.03 When necessary to establish temporary duty stations, such duty stations shall be located where suitable board and lodging can be obtained or provided.

1-27.04 As much notice as is practical but not less than 20 hours shall normally be required for assignment to a temporary duty station from a permanent duty station. However, in cases of emergency where life, property or service to customers is jeopardized, such assignments may be made on shorter notice. In such cases employees will either be given an opportunity to pick up their traveling bags from their place of lodging or this service will be provided for them.

Advances of travel funds are provided through the use of the Government Travel Card and ATM withdrawals. Such advances are to be reserved and used solely for travel purposes and refunded when no longer needed for such purposes.

For assignments from one temporary duty station to another, sufficient notice will be given to allow employees to check out of their temporary quarters.*

1-28. SHOP TO SHOP TRAVEL

1-28.01 Employees shall be assigned a designated place or places to report for work. The employees shall report at the place designated at the commencement of the workday and after reporting shall be regarded as on duty. Travel from shop to shop (travel between the place of reporting and actual place of work) shall be part of the employee’s work time and any transportation necessary shall be provided by the Administration.

1-28.02 A. For those employees who are not in an official travel status, the Administration may
temporarily change the designated place of reporting for work if said employees are notified prior to the end of their regularly scheduled shift, providing that such changing of the designated place of reporting does not impose a greater hardship on the employees than that to which they are normally subjected when commuting to their regular place of reporting.*

B. Construction employees, who live beyond commuting distance to their permanent headquarters (Ross) but live within 35 miles of a Bonneville job site, shall be allowed the same travel time to and from the job site as other members of the crew. In no event shall the allowed travel time be less than 15 minutes each way.

1-28.03 Those employees who are in an official travel status and are working out of a temporary duty station may shop out of their temporary duty station to and from the job site on the Administration’s time, unless by so doing they are holding up the work of a regular crew permanently stationed in the vicinity. In the latter case the Administration may designate the place of reporting for work as the same place to which the regular crew mentioned above normally reports. Transportation between the temporary duty station and the designated place of reporting shall be at the Administration’s expense.*

1-29. PAYROLL DEDUCTIONS FOR UNION DUES

1-29.01 In conformance with applicable Office of Personnel Management regulations, the Administrator will withhold union membership dues as voluntarily
allotted by employee members of unions which are affiliated with the Council. Such unions are covered by the exclusive recognition granted the Council by the Administrator.

1-29.02 Withholdings shall include the regular periodic amounts required to maintain the employee as a member in good standing.

1-29.03 Employees participating in the dues withholding program must be members in good standing of one of the unions covered by this Agreement as determined by such unions.

1-29.04 Allotments for union dues must be authorized on the proper form, supplies of which are obtainable by participating unions from the Government Printing Office, Washington, D.C. The forms are also available at www.opm.gov. Unions are responsible for informing their members of the allotment program and the use of the proper forms.

1-29.05 Employees wishing to participate in the dues withholding program must obtain from their union the proper form, SF 1187 “Request for Deductions for Labor Organization Dues.” The unions complete Section A of the form and the employee fills in the remaining blanks and sends the original copy through the Labor Relations Branch to the Administration’s Payroll Section.

1-29.06 The proper form must be received by the Payroll Section no later than seven (7) days prior to the beginning of the pay period from which the dues deduction is to be made. Dues deductions will be made only from the first complete pay period in each month.
1-29.07 Union dues will not be withheld when an employee’s net salary for the payroll involved is insufficient to cover the dues after other legal and required deductions have been made.

1-29.08 The amount of dues to be withheld shall remain unchanged until the union certifies to the Administration’s Payroll Section that the amount of dues has changed for a particular member or members showing the specific amount of the new deduction. Such changes shall not be made more frequently than four times in any one calendar year, upon submission of an appropriate listing to the Labor Relations Officer. Employees who change jobs which result in their being placed under the jurisdiction of a different CPTC union may change their dues withholding to the new union by submitting the proper form to the Payroll Section through the Labor Relations Branch. Notifications of dues changes must be received by the Payroll Section no later than seven (7) days prior to the beginning of the pay period for which the change is effective.

1-29.09 Employees may revoke their allotment for union dues by submitting to the Payroll Section two copies of a completed and signed proper form SF-1188 “Cancellation of Payroll Deductions for Labor Organization Dues”.

This form can be obtained from the Administration. The effective date of such a revocation shall be the first complete pay period from which union dues are withheld after December 31, providing the notice is received no later than seven (7) days prior to the beginning of such pay period. One copy of the proper form will be sent immediately by the Payroll Section to the affected union.
1-29.10 Termination of dues withholdings shall be automatic when employees are expelled or cease to be members of the union effective with the first complete pay period after receipt by the Payroll Section of written notice by the union. The union is responsible for submitting such notices promptly. Termination of dues withholding shall also be automatic when an employee is no longer employed in the bargaining unit.

1-29.11 For purposes of maintaining a member in good standing, it shall be considered that a member’s dues have been paid as of the end of the pay period from which the deduction is made.

1-29.12 Remittances to the participating unions of dues withheld for their account shall be made as soon as practical after each pay period for which deductions are made. Remittances shall show the names of participating employees, the amounts withheld, and the pay period from which deductions were made.

1-29.13 Upon determination by the Administration that dues withholding for an employee was not timely effected, the Employer will pay the required amount to the Union and recoup the funds from the employee’s salary through an adjustment using published Salary Offset procedures. Upon determination that dues withholding for an employee was not timely terminated and resulted in an overpayment to the Union, the appropriate Union will reimburse the employee.

1-30. EQUAL EMPLOYMENT OPPORTUNITY

1-30.01 BPA and the CPTC agree to cooperate in providing equal opportunity for all qualified per-
sons without regard for age, sex, race, religion, color, national origin, sexual orientation, or handicapping condition and to cooperate in removing any discriminatory barriers.

1-30.02 The CPTC agrees to continue to be a positive force and a partner with BPA by assisting in recruitment and placement efforts to assure consideration of women and minorities in all training, apprenticeship, and journey-level programs effected by this Agreement.

1-30.03 BPA and the CPTC agree to the appointment of unit employees to the Pluralism Council’s Resource Groups for mutual exchange of ideas and to assure that this Agreement supports equal opportunity. Such employees will meet and serve on official time.

1-30.04 Each union signatory to this Agreement may assist the Administrator by directing qualified eligibles to the sources through which employees are obtained without regard to race, religion, color, age, sex, sexual orientation, or national origin.

1-30.05 The CPTC disapproves of harassment of any employee because of race, religion, color, sex, national origin, age, sexual orientation, or marital status.

1-31. RETENTION INCENTIVES

1-31.01 Retention incentives may be used to attract and keep skilled resources, in the form of recruitment, relocation, and retention payments. The Administration retains the right, notwithstanding any other provision in this Agreement, to determine the need for and amount of such incentives, as well as the occupations, locations and individual positions where such incentives will be used.
Such determinations are not grievable. Such incentives shall not be considered basic rates of pay for any purpose, including premium pay or benefits.

1-31.02 The Administration will seek and consider the Union’s input in developing specific procedures to implement Article 1-31. The Administration agrees that the Council has the right to demand bargaining on any anniversary date of this Agreement if the Council believes that the incentives are not being used properly and impartially as staffing tools (e.g., are being used as rewards or reflect favoritism towards any employee). In order to do so, the Council must notify the Administration in writing between 60 and 120 days in advance of an anniversary date. Upon receipt of such written notice, the Administration shall have the right to choose to either discontinue any current or future use of such incentive payments, or to meet with the Council and satisfy its bargaining obligations. In the event that the Administration chooses to bargain the matter rather than discontinue its use of incentive payments, both parties agree to meet promptly and bargain in good faith. In the event that such bargaining does not result in agreement by the anniversary date, the Administration must suspend any new use of authority, but any continuing payments already authorized may continue in accordance with the procedures of the program established under Article 1-31.01.
SUPPLEMENTARY AGREEMENT NO. 2

Between the Administrator
Bonneville Power Administration

and the
Columbia Power Trades Council

WORKING RULES FOR
ELECTRICAL WORKER CRAFT SERIES

2-1. GENERAL

2-1.01 A journeyman, in any given branch of the trade, is an employee who has completed an approved apprenticeship or has equivalent experience, in that branch of the trade, as defined by the Office of Personnel Management. The recognized branches of the trade are: line construction and maintenance, substation electrical construction and maintenance, cable splicing, substation operation and system dispatching, power system control, system protection control, and other craftsman work.

2-1.02 Apprentices and trainees are employees who have entered into a training program for the purpose of learning one of the branches of the trade listed in paragraph 2-1.01.

2-1.03 Each apprentice or trainee shall work under the supervision of a journeyman or employee of higher grade.

2-1.04 In subsequent paragraphs of these working rules which define the work of journeymen, it shall be understood that apprentices and trainees may per-
form such work for training purposes subject to the ratio limits established by Apprenticeship Standards and provided that only grade VI, VII, and VIII line apprentices shall be permitted to work on poles or structures performing hot line work. Step V Lineman apprentices who have completed a minimum of two years in an approved apprenticeship can also work on poles or structures performing hot line work.

2-1.05 Foremen at all levels (I, II, and III) shall have journeyman qualifications in the branch of the trade in which they are employed.

2-1.06 Journeymen-in-Charge, Foremen I and II (or their equivalents) will be required to handle tools and do that class of work required of a journeyman, except that Foremen II shall not do this type of work while supervising a crew larger than may be supervised by a Journeyman-in-Charge, unless:

A. The only work being supervised is transmission line right-of-way maintenance work and there is no electrical hazard involved;* or

B. It involves situations in paragraphs A through D of 2-1.07.

2-1.07 The Foreman III will not plan or schedule work with the intent that his or her working with the tools is essential to the continuation or completion of the task. Foremen III shall not normally handle tools or do that class of work required of their crews except in situations such as the following:*  

A. When necessary to check the work of others.

B. When necessary to train others.
C. When life or property is in danger and there are no other qualified persons available to do the work.

D. When the work involves small tasks in the absence of a crew and the work situation requires immediate attention for which the use of tools is required.

2-1.08 When two journeymen are assigned to work together without other supervision, one shall serve as a Journeyman-in-Charge and be paid accordingly. This does not apply to operators, craftsmen or to situations where a Lineman is supervising journeymen from other crafts as provided in paragraph 2-2.04. Journeymen will not be considered to be working together when they are performing work at the same location and at the same time which each was assigned to do separately.

2-1.09 Two competent electrical workers working together on the same pole or fixture shall be required when performing work on wires or equipment carrying voltages in excess of seven hundred fifty volts. One of them shall serve principally as a standby to render assistance in case of an accident. In no case when working in pairs shall they work simultaneously on wires or parts of different phases or polarities. Routine climbing inspections shall be done by no less than two qualified Journeymen or a qualified Journeyman and a qualified Apprentice.

2-1.10 Operation of hydrolifts assigned to electrical crews shall be by Line Equipment Operators or journeymen of the electrical craft.

2-1.11 Protective clothing will be furnished to employees engaged in the cleaning and resili-coning of insulators.
2-1.12 Lineman, Electrician, and Substation Operator apprentices and unassigned journeymen may be placed in their first permanent journeyman position in accordance with the BPA-IBEW MOU dated November 27, 2012.

2-2. LINEMEN

2-2.01 Each major transmission maintenance district shall be under the immediate supervision of a Lineman Foreman III.

2-2.02 Each minor transmission maintenance district shall be under the immediate supervision of a Lineman Foreman II. In this capacity, a Lineman Foreman II may supervise not to exceed three other employees, not more than one of whom may be a journeyman. This crew limitation does not apply when the work being supervised is transmission line right-of-way maintenance work. For any work other than transmission line right-of-way maintenance work, in which the foreman is required to temporarily supervise a crew exceeding the limitation above, the foreman shall be upgraded in accordance with paragraph 1-21.03 without regard to minimum crew size in paragraph 1-21.03.

2-2.03 In addition to the regular Foreman III, line crews in major maintenance districts may include an employee having the rating of Foreman I. Such employees shall receive the Foreman III rate when the regular Foreman III is absent, beginning with the first four (4) consecutive hours of such absence. When both the regular Foreman III and I are absent and a journeyman is assigned the district responsibility and has other journeymen to supervise, the journeyman will be paid at the Foreman III rate beginning with the first four (4) consecutive hours of such absence.*
2-2.04 The supervision of BPA transmission right-of-way maintenance crews shall be a Journeyman Lineman or higher Lineman classification.

2-2.05 An Aircraft Patrol Observer shall be or shall have been a journeyman Lineman.

2-2.06 A Line Equipment Operator A operates the following vehicles and equipment when it is assigned to a line crew:

A. Line trucks equipped with a boom, winch, and/or live-line accessories for TLM work.

B. Trucks pulling pole trailers or heavy material trailers.

C. Snow-cats of one (1) ton or more capacity and tractors.

In addition, a Line Equipment Operator A operates “Tractors that are used by, but not assigned to, line maintenance crews shall be confined to the stringing and sagging of conductors and other directly related line work, and shall not be used to repair or build roads or for general excavation” as provided by the Memorandum of Understanding dated May 28, 1968.*

2-2.07 A Groundman is a Lineman’s helper. The Groundman shall not serve two or more Linemen when these Linemen are on separate structures or towers.

2-2.08 All framing and erecting of poles and transmission line towers shall be done by journeyman Lineman who may be assisted by Groundmen.

2-2.09 Patrolling of lines shall be done by journeyman Linemen who may be assisted by Groundmen.
2-2.10 When changing insulators on energized circuits of 230 kV or above, a minimum of three journeyman Linemen shall work together on each conductor handled except when an aerial manlift is used there shall be a minimum of two journeyman Linemen. On all other hot-line work a minimum of two journeyman Linemen shall work together on each conductor handled. When changing crossarms on energized wood pole lines a complete complement of Linemen shall be on each pole.

2-2.11 When performing hot line work, Linemen shall not touch the conductor with the sticks except when the Foreman is watching.

2-2.12 While performing hot line work, the Linemen on each conductor shall be served by an equal number of competent helpers.

2-2.13 230-kV wood line crossarms should not be changed hot if it can possibly be avoided.

2-2.14 Maintenance of microwave towers and airway lighting installations on these towers shall be done by Linemen.

2-3. ELECTRICIANS

Maintenance Electricians

2-3.01 Each major substation maintenance district shall be under the immediate supervision of an Electrician Foreman III.

→ 2-3.02 Each minor substation maintenance district shall be under the immediate supervision of an
Electrician Foreman II. In this capacity, an Electrician Foreman II may supervise not to exceed four other employees, not more than three of whom may be journeymen. If in special circumstances the foreman is required to temporarily supervise a crew exceeding the limitation above, the foreman shall be upgraded in accordance with paragraph 1-21.03 without regard to minimum crew size in paragraph 1-21.03.*

2-3.03 When more than three other journeymen or four other employees are permanently assigned a minor substation maintenance district, it must be reclassified to a major district or declared to be in a transitional stage. If the district is classified as transitional, it shall be under the immediate supervision of a Foreman III(T). A Foreman III(T) may work with the tools when supervising not more than four other journeymen or five other employees. A permanent assignment of five other journeymen or six other employees to a transitional district shall require that the district be reclassified a major maintenance district.

2-3.04 In addition to the regular Foreman III, substation maintenance crews in major maintenance districts may include a Foremen I. Such employees shall receive the Foreman III rate when the regular Foreman III is absent beginning with the first four (4) consecutive hours of such absence. When both the regular Foreman III and I are absent and a journeyman is assigned the district responsibility and has other journeymen to supervise, the journeyman will be paid at the Foreman III rate beginning with the first four (4) consecutive hours of such absence.*

Construction Electricians

2-3.05 The electrical phases of substation construction projects performed by construction forces, shall be under the supervision of one of the following where

The Ross Switchboard Shop shall be under the immediate supervision of an Electrician Foreman III, who may be assisted by an Electrician Foreman II. When the work is slow in the Shop, the Electrician Foreman II may be assigned work at other locations.

The Electrician Foreman II can supervise a maximum of seven other employees. This limitation does not apply to the Electrician Foreman II when assigned to the Switchboard Shop.

In addition to the regular Foreman III, construction crews may include a Foreman I. Such employees shall receive the Foreman III rate when the Foreman III is absent beginning with the first four (4) consecutive hours of such absence. When both the regular Foreman III and Foreman I are absent and a journeyman is assigned the responsibility for the project, and has other journeymen to supervise, the journeyman will be paid at the Foreman III rate beginning with the first four (4) consecutive hours of such absence.*

The Electrician Foreman I will be upgraded to the Foreman II (TU) or III (TU) rate of pay, in accordance with paragraph 1-21.03, when working at a remote site, away from the Foreman III, and given independent responsibility for a separate project, including planning for materials, equipment, and outage scheduling.

General

2-3.06 An Electrician Helper is an employee who assists electricians.
2-3.07 All installation, repair or removal of electrical equipment and fixtures in any station or substation shall be done by electricians except for overhead line work normally done by line crews, or work requiring the use of line maintenance equipment to remove or place electrical equipment and fixtures when line crews can be more efficiently employed to do the removal or placing.

2-3.08 The adjustment of antennas on microwave towers shall be performed by either electricians or linemen, depending upon availability of either classification in the immediate area.

2-3.09 Installation and maintenance work on other communications equipment and on meters and relays shall be governed by the BPA-IBEW MOU dated July 28, 2008.

2-3.10 Installation of non-lead permanent splices for power, control, and similar equipment cable of 600v or less may be performed by electricians on applications involving open atmosphere raceway only.

2-4. ELECTRICAL RIGGERS

2-4.01 Electrical rigging crews shall be under the immediate supervision of an Electrical Rigger Foreman III, Electrical Rigger Foreman II, Electrical Rigger Foreman I, or Journeyman-in-Charge.*

2-5. CABLE SPICLERS

2-5.01 All splicing of lead-covered cables and the installing and repairing of compound filled junction boxes and terminals with lead as a component shall be considered work belonging to the Cable Splicers and shall be done by Cable Splicers.
2-5.02 When working on power cables or power equipment, a Cable Splicer shall be assisted by a Lineman or Electrician. When work is done in a manhole or tunnel, an Electrician, Lineman, Electrician Helper, or Groundman shall be stationed at the manhole or tunnel to prepare and lower materials and as a safety measure.

2-5.03 Crews pulling lead-covered cable shall consist of a Cable Splicer or Electrician Foreman II and at least two journeymen. The Cable Splicer shall not be required to supervise such crews while splicing cable.

2-6. DISPATCHERS, SUBSTATION OPERATORS, AND DC SUBSTATION OPERATORS

2-6.01 A. A Senior System Dispatcher is an employee having System Dispatcher qualifications who is in charge of a shift at the System Control Center.

B. A Senior System Dispatcher, Relief, is a Senior System Dispatcher who is subject to shift and schedule changes in accordance with paragraph 2-6.15.

2-6.02 A Senior System Dispatcher Outage, is an employee having System Dispatcher qualifications who is in charge of the outage dispatching function at the System Control Center.

2-6.03 A. A System Dispatcher is an employee who has satisfactorily completed at least 1 year of training in the dispatching activity who is assigned to the switching and clearance function at the System Control Center.
B. A System Dispatcher, Relief, is a System Dispatcher who is subject to shift and schedule changes in accordance with paragraph 2-6.15.

**2-6.04**
A. A Generation Dispatcher is an employee assigned to the generation or Remedial Action Scheme (RAS) console function.

B. A Generation Dispatcher, Relief, is a Generation Dispatcher who is subject to shift and schedule changes in accordance with paragraph 2-6.15.

**2-6.05**
A Dispatcher (Outage) is an employee having System Dispatcher qualifications who is assigned to the outage dispatching function at the System Control Center.

**2-6.06**
Assistant Dispatchers (I) are employees who have demonstrated the ability to operate a substation and who have entered the power dispatching field for the purpose of learning this particular branch of the trade. An Assistant Dispatcher (I) who has completed his or her introductory training (initial training before holding shift) and successfully passed the NERC certification test shall be promoted to the Assistant Dispatcher (II) rate of pay.

**2-6.07**
Selection and assignment of Assistant Dispatchers and Assistant Dispatcher Trainees.

A. Notwithstanding any other provision of the agreement, the Administration shall non-competitively promote Assistant Dispatchers who successfully complete the program to the System Dispatcher level at the location they graduated.
B. System Dispatchers shall be given first consideration to fill vacant system dispatching positions.

C. Assistant Dispatchers are eligible to bid other Assistant Dispatcher positions.

D. Assistant Dispatchers and Assistant Dispatcher Trainees are considered the same for purposes of this paragraph.

E. Substation Operators will have the option of bidding into the system dispatching field as an Assistant Dispatcher Trainee if a position is advertised at that level. Before filling an Assistant Dispatcher Trainee position, management must first consider internal applicants at the Assistant Dispatcher level.

F. Prior to advertising an Assistant Dispatcher Trainee position outside BPA, consideration will be given to existing BPA Electrical Journeyman and Craftsmen.

G. Electrical workers, with a rate of pay less than that of System Dispatcher, shall not have their rate of pay reduced when transferring to an Assistant Dispatcher or Assistant Dispatcher Trainee position. Instead, their pay shall be retained and they shall receive any general wage increase until they are promoted, within the dispatching classification, to a wage rate that exceeds their retained rate.

2-6.08 A Chief Substation Operator III is an employee having journeyman operator qualifications, who is in charge of an operating district.
A. A Senior D.C. Substation Operator is an employee with Journeyman Operator qualifications who is in charge of the shift and has the lead responsibility at the Celilo Converter Station which is normally staffed 24 hours a day, 7 days a week.

B. A Senior D.C. Substation Operator Relief is an employee with Journeyman Operator qualifications who is subject to shift and schedule changes, in accordance with paragraph 2-6.15, and whose routine duties include relieving the Senior D.C. Substation Operators.

C. A D.C. Substation Operator is an employee having Journeyman Operator Qualifications, who is the second operator on shift at the Celilo Converter Station, which is normally staffed 24 hours a day, 7 days a week.

Substation Operators are Journeymen in their particular branch of the trade.

Assistant Substation Operators are employees who have at some time held a journeyman rating in their branch of the trade. Assistant Substation Operators work under the supervision of a Substation Operator, or an operator of higher classification, but perform switching only as specifically ordered by their supervisor and when the supervisor is present at the station where the switching is to be performed.

All employees of the DC Substation Operator and Dispatcher classifications, except those listed in 2-6.15, shall be assigned regular working schedules that are mutually satisfactory to the employees and the Admin-
istration. Such schedules consist of 8 consecutive hours per day and 80 hours per pay period, except employees of the Outage Dispatcher classification may request and be permitted, subject to the Administration’s approval, to take a one-half hour unpaid lunch hour. Such schedules shall be posted 30 days in advance. Schedules of these employees may be changed, provided that:

A. Senior DC Substation Operators, DC Substation Operators, Senior Dispatchers, Generation Dispatchers, and System Dispatchers will be paid at the overtime rate of pay for any work (scheduled or emergency) outside their assigned schedule, except as provided in 2-6.14. (This provision is not intended to preclude employees in these classifications from requesting schedule changes due to personal hardship without penalty to the Administration.)*

B. Employees of the Outage Dispatcher classifications and the Senior System Dispatcher assigned to the Training Section may be assigned to work in other dispatching functions for re-familiarization purposes. They may also have their schedules changed without notice in order to work the day shift (on an emergency basis only) at the Control Center on a day-to-day basis. The Senior System Dispatcher assigned to the Training Section may be assigned to work dispatching and Outage functions when workload in the Training Section is reduced such that he or she is available to perform the work. Each of these flexibilities may be exercised without penalty.

C. An Assistant Dispatcher shall have their shift changed only for training purposes. It is
not the intent to use this position for relief coverage; if necessary to do so, the employee shall be compensated at the rate of 105% of the Assistant Dispatcher rate of pay on a day-by-day basis.

2-6.13 Operators in same DC classifications and Dispatchers of the same classification may exchange tours of duty by agreement between themselves after receiving the approval of their supervisor. In such cases, premium or overtime pay will not be allowed.

2-6.14 Rules governing posted work schedules and the changing of work schedules shall not apply to employees in the classifications of operator or dispatcher when changes in their schedule are made to permit attendance at special training assignments or to enable them to attend interviews or examinations related to promotion.

→ 2-6.15 System Dispatchers, Generation Dispatchers, and Senior System Dispatchers on relief assignments, when not relieving others, may be assigned to any regular shift as dictated by workload. All Dispatchers, DC and Senior DC Operators with “Relief” as part of their title may be assigned to standard work schedules as provided in paragraphs 1-23.01 and 1-23.02, or in lieu of the work shift specified in 1-23.01, they may be changed to an 8:00 a.m. to 4:00 p.m. shift without notice. Schedules of employees in any of the classifications mentioned in this paragraph, together with Assistant Dispatchers and Apprentice Operators, may be changed as needed provided that:

A. The shifts to which they are assigned correspond with established shifts in the station to which they are assigned, or to the normal rotating shifts which are 12 midnight to 8:00 a.m., 8:00 a.m. to 4:00 p.m., or 4:00 p.m. to 12 midnight.
B. No less than two (2) consecutive days off shall be scheduled at a time, unless otherwise requested or agreed to by the employee involved, and

C. A minimum of eight (8) hours’ notice shall be given in advance of the regular report time, or the time requested to report—whichever is the earlier—except when changing days off, it shall be 24 hours’ notice.

For lack of notice as prescribed in C. above, employees will receive double time for that portion of their new shift equal to the time the notice failed to meet the requirements, or for two (2) hours, whichever is greater.

For scheduling purposes prescribed in B. above, the term “days off” refers to those assigned days off when an employee is in a non-pay status and does not include holidays, days in lieu of holidays, or leave days. This does not preclude the scheduling of a holiday off by itself. (Paragraph 1-25.04 will apply for a day off in lieu of a holiday.)

2-6.16 Work schedules shall not contain short changes of less than 8 hours between shifts and short changes of 8 hours shall not occur more than once in succession. Whenever such short changes involve travel between times zones, said 8 hours will be computed on the basis of the time at the first duty station. Deviations from the above shall result in the payment of two times the straight time rate of pay for the first shift following such deviation.*

2-6.17 Chief Substation Operator III’s and Substation Operators (except those in DC Classifications) shall be assigned to standard work schedules as provided in paragraphs 1-23.01 and 1-23.02.
2-6.18 Whenever overtime is involved to cover a regular tour of duty, an operator or dispatcher of equal classification to the one replaced shall be used whenever such operator or dispatcher is available, and employees of higher classifications shall not take a regular tour of duty at the overtime rate except when there is no one in the lower classification available. This does not mean that a Senior Operator cannot work such a tour of duty when no overtime is involved, providing the Senior Operator takes the tour of duty of the employee being relieved.

2-6.19 Operators in DC classifications who normally work rotating shifts at stations staffed twenty four (24) hours a day, seven (7) days a week, shall be required to perform only those duties directly connected with the operation of their substation. These DC Operators may be relieved of duties at their headquarters station to perform duties at another station in the vicinity. These duties may include certain substation cleaning and maintenance of grounds, which will not affect the quality of service the substation is expected to give.

2-6.20 Rotating shift employees who work at a 24-hour location (Dittmer Dispatch, Munro Dispatch, or Celilo Operations) may collectively request to work a compressed work schedule under the following provisions:

A. The compressed work schedule shall consist of seven 12-hour workdays each a pay period.

B. Decisions to work the compressed work schedule are subject to both Management and Union approval and require an affirmative vote of at least two-thirds of the affected employees.

C. The 84 hours of regularly scheduled work each pay period in the compressed work sched-
ule consists of 80 hours, which will be compensated as straight-time pay, and 4 hours, which will be compensated as lieu time.

D. The maximum number of employees off on lieu time at each location shall not exceed one per shift per classification unless more than one can be off on lieu time without causing the Administration to incur overtime costs. A priority list shall be established and used for each classification to determine whose request to be off on lieu time will be approved in the case of multiple requests for time off on the same shift.

E. Lieu time is to be used within 26 pay periods after the pay period in which it was earned. If it is not used within this time limit, it will be cashed out at the straight-time rate of pay in effect for the employee’s position of record at the time it was earned.

F. Hours worked in excess of the regularly scheduled 84 hours of work will be paid at the overtime rate.

G. Decisions to work the compressed work schedule will be made once per year, typically at the start of the calendar year and shall remain in effect for the full year unless both the Union and Management agree otherwise.

H. Assistant Dispatcher Trainees must work an 8-hour work schedule due to the amount of time spent in classroom training. Assistant Dispatchers will be assigned to 12-hour shifts.

2-6.21 The Administration shall decide when and where Substation Operators need to be available on
paid Availability during non-duty hours to respond to system troubles, but will first seek volunteers at the location where availability is needed before assigning availability. This decision will be based on assessment of system risk due to weather, loading, or other factors which increase the possibility of system trouble or other situations. The Administration will supply a portable communication device to Substation Operators who are in an available status during non-duty hours.*

2-6.22 Time periods for placing Substation Operators in an available status shall be only the following:*

A. Daily – Time period shall be end of shift on day 1 to beginning of shift on day 2. Daily time periods may be utilized from end of shift on Monday to start of shift on Friday exclusive of holidays.

B. Weekend – Time period shall be from end of shift on Friday to start of shift on Monday exclusive of holidays.

C. Availability Involving Holidays – When the Availability period involves a holiday, that period shall be from end of shift on the last workday prior to a holiday to start of shift on the first workday after the holiday.

2-6.23 Scheduling rules and pay rates for placing Substation Operators in an available status shall be as follows:*

A. When scheduled 28 calendar days or more in advance: 1 and 1/2 hours of straight time pay shall be paid for each 8 hours of Availability. (Exception: If a Substation Operator has been placed on per diem to perform work that will
extend beyond the end of a regularly scheduled workweek and continue into the next workweek, and such employee is placed on availability for the weekend while in such per diem status, a minimum of 2 hours of straight time pay shall be paid for each 8 hours of such Availability. In this situation, there is no requirement to first seek volunteers for such Availability.)

B. When scheduled 8 hours or more in advance for Daily time periods 2 hours of straight time pay shall be paid for each 8 hours of Availability. When Daily Availability is scheduled with less than 8 hours notice 3 hours of straight time pay shall be paid for 8 hours of Availability.

C. When scheduled 24 hours or more in advance for Weekend time periods 2 hours of straight time pay shall be paid for each 8 hours of Availability. When scheduled with less than 24 hours notice 3 hours straight time pay shall be paid for each 8 hours of Availability.

D. When scheduled Availability includes a Holiday time period 2x the applicable rate shall be paid for each 8 hours of Availability. Holiday pay (2x) is applicable for the 24-hour period of the holiday only.

E. Substation Operators shall not be scheduled by the Administration for more than 2 Weekend time periods in any 5-week period, unless agreed to by the Operator. When an Operator works more than 1 Weekend time period within any 5-week period, the Operator will be paid 3 hours of straight time pay for each 8 hours of Availability starting with the second such Weekend time period.
F. For scheduling purposes, leave shall be considered to include adjacent non-duty days.

2-6.24 The Short Shift Availability Schedule is an exception to the normal Availability rules. This exception allows an Operator to be scheduled for 4 hours of work and 20 hours of Availability each day. The initial establishment of the Short Shift Availability schedule at a location requires the approval of the Administration and the Union. Currently Short Shift Availability may be worked at Hot Springs and Taft Substations only. The following rules apply to the Short Shift Availability exception:

A. Schedules shall be posted 28 days or more in advance. The short shift schedule is worked 10 consecutive days, Tuesday through Thursday, with Friday through Monday every other weekend off.

B. The daily shift runs from 0001 to 2400 each day. Availability periods and work time shall be in 8-hour blocks: 0001 to 0800; 0800 to 1600; and 1600 to 2400. The regular tour of duty shall consist of 3 periods of Availability and 4 hours at-site work time. The at-site work time shall be 0800 to 1200.

C. Pay rates for each 8-hour Availability period shall be in accordance with the Availability agreement, i.e., 1 ½ hours pay for each 8-hour period. The 4 hours at-site work shall be at the rate of 1 hour pay for each hour worked. Total pay would be 8 ½ hours per day. Holidays worked shall be at 2x the above rates in accordance with the Collective Agreement.

D. The Chief Operator may require an Operator to work a full 8-hour day (0800 to 1630)
when necessary for accomplishment of work at the station. The Chief Operator must direct or approve attendance at the station more than 4 hours per day. In such cases the Chief Operator may cancel, without penalty, any or all of the Availability periods for that day (0001 to 2400). Operators will only be required to work 8-hour days when work at the station requires an Operator. Operators working any part of the shift over 4 hours shall be paid for 8 hours of duty time (paragraph 1-23.04 of the Collective Agreement). An Operator receiving 8 hours pay for work at the substation shall not also receive Availability pay for the same period (1200 to 1630). In such cases the Operator will be paid 3 hours straight time pay for the subsequent 2 Availability periods (1600 to 2400 and 0001 to 0800), unless canceled by the Chief Operator, and 8 hours straight time pay for time worked.

E. Leave for Short Shift Availability, when approved, will be charged in the following manner:

(1) An Operator taking a whole day off (0001 to 2400) shall be charged 8 hours leave.

(2) An Operator taking any or all of the 4 hours duty time per day off shall be charged for actual time taken on an hour to hour basis. Operators on leave for the full 4 hours of duty time shall be on Availability for the periods 0001 to 0800, 1200 to 1600 and 1600 to 2400.

(3) Leave for periods of Availability shall normally only be approved for full periods (0001 to 0800, 1200 to 1600 or 1600 to 2400).
An Operator on leave for any Availability period shall be charged 1-½ hours leave per period.

F. For purposes of determination of premium pay, the regular shift for the Short Shift Availability Schedule shall be considered 0800 to 1630 with ½ hour lunch period from 1200 to 1230. Call time as defined in paragraph 1-26.03 is not allowed for call-outs of Operators during their regular shift.

G. Operators working the Short Shift Availability Schedule who remain on Availability after being relieved from duty at the substation under conditions requiring 8 hours rest (as described in paragraph 1-26.05 and 1-26.06) shall be paid at the straight time rate of pay for their regular tour of duty. However, for any part of their regular tour of duty which they are required to work without having had 8 hours of rest, they shall be compensated at 2x the straight time rate of pay.

2-6.25 All switching in attended stations shall be performed by employees in the Substation Operator classifications. Switching in unattended stations shall be performed by qualified workers designated by the System Dispatchers.

2-6.26 When the regular Chief Operator III is absent, an employee having journeyman operator qualifications shall be assigned operating district responsibilities, and when so assigned, will be paid at the Chief III wage rate beginning with the first four (4) consecutive hours of absence.
2-7. CRAFTSMEN

2-7.01 A Craftsman is an employee above the journeyman electrical worker level who specializes in a technical activity such as communications, metering, relaying, laboratory activities, and other work.

2-7.02 A Craftsman Trainee is an employee who is in training in a specialized field to become a Craftsman.

2-7.03 Electrical workers, with a rate of pay less than that of Craftsman I, shall not have their rate of pay reduced when transferring to a Craftsman Trainee position; instead, their pay shall be retained and they shall receive any general wage increase until the rate for the training step which they are in exceeds their rate, at which time they shall be paid the training step rate.*

2-7.04 Craftsmen and Craftsman trainees will be required to work closely with engineers and employees in other branches of the trade. Direct supervision of Craftsmen is not considered necessary at all times.

2-7.05 Selections, examinations, promotions, and working conditions of Craftsman Trainees shall be comparable to those established for electrical worker apprentices.

2-7.06 When the District Engineer and all other qualified Field Engineers are absent and a Craftsman is assigned the District responsibility, a Craftsman in the District will be paid at the District Craftsman rate beginning with the first four (4) consecutive hours of such absence. A Craftsman trainee is not eligible to be paid for district responsibilities.*
SUPPLEMENTARY AGREEMENT NO. 3

Between the Administrator
Bonneville Power Administration
and the
Columbia Power Trades Council

WORKING RULES FOR PLUMBER, PIPEFITTER AND WELDING SERIES

3-1. The Ross Welding Shop shall be supervised by a Welder Foreman II, who is a qualified journeyman in the trade. When the Welder Foreman II is absent from the Ross Complex, a journeyman member of the craft will be assigned the responsibility for the shop and paid at the Welder Foreman II rate of pay beginning with the first four(4) consecutive hours of such absence.

3-2. Apprentices shall not be allowed to perform any portion of a journeyman’s work except under the supervision of a journeyman. A helper is an employee who is assigned to assist a journeyman, but shall not perform the duties of a journeyman.

3-3. It is understood that working conditions governing journeymen shall also apply to apprentices.

3-4. No member of this craft while employed by the Government will be permitted to contract, sub-contract or do piece work for the Administration.

3-5. All tools will be furnished by the Government. Gauntlet-type protective gloves will be furnished as needed for welding work.
3-6. The installation, balancing and maintenance of all plumbing and pipefitting relating to refrigeration, evaporation, lubrication, fuel oil separation, and air conditioning shall be the work of this craft.

3-7. Work to be performed in the field may include but not be limited to the unloading, handling, and erecting of plumbing and pipefitting material; installation of pipe hangers and supports, making of bends, and the attaching and assembling of pipefittings and valves whether welded, screwed, or flanged.

3-8. There shall be no limitations as to the amount of work members of this craft shall perform during their working day.

3-9. Members of this craft must install all work in accordance with the City and/or State Ordinances, and where there are no ordinances it shall be installed in accordance with the uniform minimum requirements of either the Department of Labor and Industries or the State Board of Health, whichever the case may be, unless specifically directed otherwise by their immediate supervisor.

3-10. There shall be no restrictions on the use of machinery, tools, or appliances in connection with the installation of work coming under the jurisdiction of the members of this craft.

3-11. Daily shop and job reports shall be made out during regular working hours.

3-12. BPA will pay each Welder an annual allowance of $300 to be paid in the anniversary month of the contract for the purchase of protective overalls for safety
reasons. To be eligible for the annual allowance, employee must occupy a covered position on the anniversary date of the collective bargaining agreement. The payment of the allowance for new hire employees is as follows:

A. An employee entering a Welder position within the first six months of the BPA/CPTC contract year shall be paid the allowance in the seventh month of the contract year.

B. An employee entering a Welder position within the last six months of the contract year is ineligible to receive an annual allowance for the current contract year.

→ 3-13. The provisions of paragraph 3-12 apply to the Plumber position located at The Dalles, except the annual allowance is $150.
SUPPLEMENTARY AGREEMENT NO. 4

Between the Administrator
Bonneville Power Administration
and the
Columbia Power Trades Council

WORKING RULES FOR
TEAMSTER CRAFT SERIES

4-1. GENERAL

4-1.01 The following branches of the trade are recognized: Truck Driving, Rigging Truck Driver, and Material Handling/Warehousing.

4-1.02 Daily labor and equipment reports shall be made out on the Administration’s time.

4-1.03 Heavy truck drivers shall normally be scheduled in accordance with paragraph 1-23.01, except that drivers may be dispatched from 4:00 a.m. until 12:00 noon, as the need arises, with the understanding that they will work no more than 15 hours. Drivers will not be required to drive more than 10 hours following 8 consecutive hours off duty or drive for any period after having been on duty 15 hours following 8 consecutive hours off duty. All hours in excess of 8 hours in a workday will be at the overtime rate of pay.

4-2. TRUCK DRIVERS

4-2.01 Heavy Truck Drivers operate combination units, pole trucks, and steer pole trailers and 3-axle
trucks having GVW of 36,000 or more, except that line trucks and pole trailers are also operated by Line Equipment Operators as provided under paragraph 2-2.07. When steering pole trailers, they will be under the supervision of the driver assigned to drive the truck.

4-2.02 The operation of truck attachments under the jurisdiction of the Teamsters shall be at the same rate of pay as for driving the truck upon which the attachment is mounted.

4-2.03 The operation of hydrolift dual purpose trucks, except where they are assigned to electrical crews (see paragraph 2-1.10), shall be as follows:

When a hydrolift truck is used to transport material within a yard or to job site, it shall be Teamsters’ jurisdiction. When truck remains at the job site for erection purposes, the crane shall be operated by the Operating Engineer at the Crane Operator rate of pay and the teamster may remain at the job and move the truck as needed, in accordance with the Memorandum of Understanding between the Teamsters and Operating Engineers dated June 20, 1968 (see also paragraph 9-2.)

→ 4-2.04 Drivers will be responsible to and will take orders from the supervisor to whom they are assigned. Drivers will be required to perform other minor duties when operation of the truck is not required.

→ 4-2.05 Adequate time for drivers to check equipment shall be allowed during each shift. No check time or time necessary for documents required by the employer or any governmental agency will be required either before or after the shift, unless such time is paid for at the applicable overtime rate of pay.
4-2.06 Every motor vehicle shall be driven in accordance with the laws, ordinances, and regulations of the State, County, or Municipal jurisdiction in which it is being operated unless specific regulations of the Administration impose a greater affirmative obligation or restraint.

4-2.07 The Administration will not set schedules or itineraries for drivers which will require or necessitate speeds in excess of those prescribed by the State, County, or Municipality in or through which the vehicle is being operated.

4-2.08 Drivers will be responsible for transporting overweight, overwide, overlong, or overhigh loads in compliance with the laws of the State, County, or Municipal jurisdiction, including the securing of permits as required.

4-2.09 The Administration will not require or permit drivers to transport explosives or flammable liquids in a manner at variance with the most stringent requirements of the safety codes of the Administration, or of the State, County, or Municipal jurisdiction through which the vehicle is being operated.

4-3. ELECTRICAL UTILITY MATERIAL HANDLERS

4-3.01 Workers entering the warehousing activity who do not meet the minimum qualifications for Electrical Utility Material Handler shall be classified as Electrical Utility Material Handler Trainees. Such employee shall be subject to training and periodic examinations in accordance with a standard training plan similar to that for apprentices. Promotion to Electrical Utility Material Handler shall be granted only upon recommendation of a board of experienced employees and supervisors, following appropri-
ate examination and evaluation of the trainee’s qualifications for Electrical Utility Material Handler.

4-3.02 Electrical Utility Material Handlers shall be considered journeyman by having demonstrated proficient expertise in the duties of the craft. They will use the tools of the trade including lift trucks.

4-3.03 A. The major activities of a functionally compartmentalized warehouse, involving the supervision of at least three crews, each under a Foreman I, shall be under the supervision of a Electrical Utility Material Handler Foreman III.*

B. Whenever the crew under the immediate supervision of a Foreman III consists of fewer than five other journeymen, the Foreman III may be required to perform journeyman work.

C. A Foreman I or journeyman may be assigned to replace a Foreman II or a Foreman III. When this occurs, the Foreman I or journeyman shall be paid at the higher rate of pay, beginning with the first four (4) consecutive hours of such assignment.

4-3.04 The warehousing activities in the separate functional areas of a large compartmentalized warehouse shall be under the supervision of at least a Foreman I.*

4-3.05 When an Electrical Utility Material Handler Foreman II is required to substitute for the supervisor, the Electrical Utility Material Handler shall be paid at the Foreman III rate of pay.
4-3.06  Journeyman-in-Charge, Foreman I, and Foreman II are required to perform Electrical Utility Material Handler’s work.

4-3.07  Protective gloves will be furnished by the Administration for use in situations where Management or the Safety Office determines that without protective gloves damage or injury to the hands could occur.

4-3.08  Electrical Utility Material Handler personnel will be furnished the necessary type of protective apparel when working with hazardous material or waste, as determined by Management or the Safety Office.

4-3.09  Electrical Utility Material Handlers may use tractors to position trailers for loading and unloading purposes and will receive a Hosler rate of pay for actual time in quarter-hour increments for doing so. This will occur only when Heavy Truck Drivers can be dispatched immediately to another job. Management will not use this flexibility as justification for any future staffing reduction of Heavy Truck Drivers.

4-4.  MOBILE EQUIPMENT SERVICE

4-4.01  Employees who perform Mobile Equipment service will be furnished suitable protective coveralls.
SUPPLEMENTARY AGREEMENT NO. 5

Between the Administrator
Bonneville Power Administration
and the
Columbia Power Trades Council

WORKING RULES FOR
MACHINIST CRAFT SERIES

5-1. The Ross Machine Shop shall be supervised by a Machinist Foreman II who is a qualified journeyman in the trade. When the Machinist Foreman II is absent from the Ross Complex, a journeyman member of the craft will be assigned the responsibility for the shop and paid at the Machinist Foreman II rate of pay beginning with the first four (4) consecutive hours of such absence, provided there is at least one other journeyman of the craft on duty; otherwise, during such absence, the one-man shop rate will be paid.

5-2. Apprentices are employees who have entered into a training program for the purpose of learning one of the branches of the trade in this craft.

5-3. Each apprentice shall work under the supervision of a journeyman or employee of higher grade.

5-4. A helper is an employee who is assigned to assist a journeyman, but shall not perform the duties of a journeyman.
5-5. Where towing of equipment is done for the purpose of making mechanical repairs, properly rated and safe equipment for the towing job will be furnished by the Administration. Employees assigned shall be required to observe all safety rules. Not less than two workmen will be assigned to work where weather, location, or safety factors make it necessary.

5-6. Employees will be provided with storage space which can be locked for their personal tools.

5-7. There shall be no restrictions on the use of any machine or tools in connection with the installation, repairs, or performance of work coming under the jurisdiction of the members of this craft.

5-8. Protective gloves and leather aprons will be furnished for use in the Structural Iron Shop for handling steel. Machinists shall also be provided protective aprons for use in the Machine Shop.
SUPPLEMENTARY AGREEMENT NO. 6

Between the Administrator
Bonneville Power Administration
and the
Columbia Power Trades Council

WORKING RULES FOR PAINTER CRAFT SERIES

6-1. The Ross Paint Shop shall be supervised by a Painter Foreman II who is a qualified journeyman in the trade. When the Foreman II is absent from the Ross Complex, a journeyman member of the craft will be assigned the responsibility for the shop and paid at the Foreman II rate of pay beginning with the first four (4) consecutive hours of such absence.

6-2. Painters will be furnished two pair of protective overalls per year.

6-3. Painters will be furnished six protective spray hoods per year.
SUPPLEMENTARY AGREEMENT NO. 7

Between the Administrator
Bonneville Power Administration
and the
Columbia Power Trades Council

WORKING RULES FOR
SHEET METAL CRAFT SERIES

7-1. The Ross Sheet Metal Shop shall be supervised by a Sheet Metal Mechanic Foreman II who is a qualified journeyman in the trade. When the Sheet Metal Foreman II is absent from the Ross Complex, a journeyman member of the craft will be assigned the responsibility for the shop and paid at the Sheet Metal Foreman II rate of pay beginning with the first four (4) consecutive hours of such absence, provided there is at least one other journeyman of the craft on duty; otherwise, during such absence the one-man shop rate will be paid.

7-2. Journeyman Sheet Metal Mechanics will perform any welding processes within their craft jurisdiction. Gauntlet-type protective gloves will be furnished as needed for welding work.

7-3. There shall be no restrictions on the use of machinery or tools in connection with the installation of work coming under the jurisdiction of the members of this craft.

7-4. Sheet Metal Workers will be furnished protective coveralls for working with sheet metal. They will be provided protective leather coats and aprons for use when welding.
SUPPLEMENTARY AGREEMENT NO. 8

Between the Administrator
Bonneville Power Administration
and the
Columbia Power Trades Council

WORKING RULES FOR ELECTRIC UTILITY
CARPENTER CRAFT SERIES

8-1. The Ross Carpenter Shop shall be supervised by a Carpenter Foreman II, who is a qualified journeyman in the trade. When the Foreman II is absent from the Ross Complex, a journeyman member of the craft will be assigned the responsibility for the shop and paid at the Foreman II rate of pay beginning with the first four (4) consecutive hours of such absence. Also, management will upgrade the Shop Carpenter Foreman II to the Foreman III rate of pay when the employee is directing a crew in the field.

8-2. Each Carpenter crew in the field shall be supervised by a Carpenter Foreman III, who is a qualified journeyman in the trade. In addition, field crews may include a Foreman I. Such employees shall receive the Foreman III rate when the Foreman III is absent and there are other journeyman to supervise, beginning with the first four (4) consecutive hours of such absence. When both the regular Foreman III and Foreman I are absent and a journeyman is assigned the responsibility for the crew and has other journeyman to supervise, the journeyman will be paid at the Foreman III rate beginning with the first four (4) consecutive hours of such absence.
8-3. Carpenters will receive the Woodworking Machine Operator rate of pay when assigned to service and maintain woodworking machines.

8-4. The Carpenter Foreman I will be upgraded to the Foreman II (TU) or III (TU) rate of pay, in accordance with paragraph 1-21.03 when working at a remote site, away from the Foreman III, and given independent responsibility for a separate project, including planning for materials.
SUPPLEMENTARY AGREEMENT NO. 9

Between the Administrator
Bonneville Power Administration
and the
Columbia Power Trades Council

WORKING RULES FOR
OPERATING ENGINEER CRAFT SERIES

9-1. The operation of pull graders, motor patrols, pole hole diggers, hydraulic backhoes, churn and core drills, and crawler and wheeled tractors, and ditchwitch/trenching machines larger than 50 HP with attachments shall be performed by Heavy Equipment Operators (provided there are no additional attachments or equipment below 50 HP) except that tractors which are regularly assigned to transmission line maintenance crews may be operated as provided in the Memorandum of Understanding dated May 19, 1954, and tractors may also be operated in accordance with the Memorandum of Understanding dated May 28, 1968.

9-2. Crane Operators operate crawler shovels, truck cranes and hydrocranes, etc., with any of their attachments and hydrolifts in accordance with the Memorandum of Understanding dated June 20, 1968, which reads as follows:

“When a hydrolift truck is used to transport material within a yard or to jobsite it shall be Teamsters’ jurisdiction. When the truck remains at the job site for erection purposes the crane shall be operated by the Operating Engineer at the Crane
Operator rate of pay and the Teamster may remain at the job and move the truck as needed.” (Also see paragraph 4 2.04)

Heavy Equipment Operators perform the same work as Crane Operators at the Heavy Equipment Operator rate of pay.

9-3. Heavy Equipment Operators also drive the truck portion of truck-mounted crane, inspect and lubricate the mechanism, flag, check grade, and care for and maintain block and chokers.

9-4. Heavy Equipment Operators and Crane Crews will be responsible to and will take orders from the supervisor to whom they are assigned by the Transportation Officer or a designated representative. While so assigned, these personnel will be required to perform other minor duties when operation of their machine is not required.

9-5. When other adequate supervision is not available to lay out and provide general guidance for work performed by this craft in the field and when the crew consists of at least one other journeyman, supervision from within the craft shall be provided at the Journeyman-in-Charge, Equipment Foreman I or III rate of pay. When the job includes multiple earth-moving activities such as excavating, filling, ditching and grading, and when the finished job must conform to specific elevations as prescribed by surveyors, grade stakes or blue tops, the supervisor shall be a Foreman III.

9-6. Equipment Journeyman-in-Charge and Equipment Foreman I may be required to perform Journeyman work.
9-7. The Administration shall allow time at the beginning of each shift and as often thereafter as it deems necessary for Operators to inspect and lubricate their machines.

9-8. Journeymen members of this craft are responsible for the safe and efficient operation of their machines. Operators will not be required to perform any type of work which, in their judgment, endangers themselves or others.
SUPPLEMENTARY AGREEMENT NO. 10

Between the Administrator
Bonneville Power Administration
and the
Columbia Power Trades Council

WORKING RULES FOR THE LABORER CRAFT SERIES

10-1. Whenever the crew under the supervision of a Concrete Finisher Foreman or Journeyman-in-Charge consists of fewer than five other journeymen, the Foreman or Journeyman-in-Charge may be required to perform journeyman work.
SUPPLEMENTARY AGREEMENT NO. 11

Between the Administrator
Bonneville Power Administration
and the
Columbia Power Trades Council

WORKING RULES FOR HEAVY MOBILE EQUIPMENT MECHANIC CRAFT SERIES

11-1.01 The Ross Garage shall be supervised by a Heavy Mobile Equipment Foreman III who is a qualified journeyman in the trade. When the workload or size of the crew exceeds the ability of the Foreman III to provide effective supervision, a Foreman I may be assigned to assist the Foreman III in the shop. When the regular Foreman III is absent from the Ross Complex, the Foreman I will be assigned the responsibility of the shop and paid at the Foreman III rate of pay, beginning with the first four (4) consecutive hours of such assignment. When both the Foreman III and I (if any) are absent from the Ross Complex, a journeyman member of the craft will be assigned the responsibility for the shop and paid at the Foreman III rate of pay beginning with the first four (4) consecutive hours of such absence.

11-1.02 Each field garage shall be supervised by a Foreman I (except one-mechanic shops). When the Foreman I is absent, a journeyman member of the craft will be assigned the responsibility for the shop and paid at the 112.5 percent of journeyman rate of pay beginning with the first four (4) consecutive hours of such absence. When the
journeyman replaces the Foreman I and the size of the hourly crew is four other employees, the journeyman will be paid at the 112.5 percent rate of pay beginning with the first four (4) consecutive hours of such absence.

11-2. Whenever the crew under the immediate supervision of a Foreman consists of fewer than five other journeymen, the Foreman may be required to perform journeyman work.

11-3. A Heavy Mobile Equipment Mechanic (one-mechanic shop) is a journeyman who is also responsible for day-to-day routine operation of a one-mechanic shop, including making reports and ordering supplies and parts.

11-4. Apprentices are employees who have entered into a training program for the purpose of learning this trade.

11-5. Each apprentice shall work under the supervision of a journeyman or employee of higher grade.

11-6. A helper is an employee who is assigned to work under the direction of a journeyman, but shall not perform the duties of a journeyman.

11-7. Where towing of equipment is done for the purpose of making mechanical repairs, properly rated and safe equipment for the towing job will be furnished by the Administration. Employees assigned shall be required to observe all safety rules. No fewer than two workers will be assigned to work where weather, location, or safety factors make it necessary.
11-8. Employees will be provided with storage space which can be locked for their personal tools. BROKEN PERSONAL TOOLS will be replaced provided that: (1) tools are part of the joint updated Required Tools List; and (2) the employee exhausts manufacturers’ warranty replacement procedures.

11-9. There shall be no restrictions on the use of any machine or tools in connection with the installation, repair, or performance of work coming under the jurisdiction of the members of this craft.

11-10. One set of waterproof jacket and pants will be provided at each steam cleaner to be used only for steam cleaning. (NOTE: At Ross, one set of each of the three sizes, and at field locations, one set of the appropriate size will be provided.)

11-11. Two pair of leather coats and aprons will be provided to each garage and one pair to each one-mechanic shop for use as protective clothing while welding.

11-12. Heavy Mobile Equipment Mechanics will be furnished six pair of protective coveralls every 2 weeks.

11-13. Heavy Mobile Equipment Mechanics will be furnished protective gloves for use when handling cable.
SUPPLEMENTARY AGREEMENT NO. 12

Between the Administrator
Bonneville Power Administration
and the
Columbia Power Trades Council

WORKING RULES FOR AIRCRAFT MAINTENANCE TECHNICIAN CRAFT SERIES

12-1. The Aircraft Maintenance Shop shall be supervised by an Aircraft Maintenance Technician Foreman III who is a qualified journeyman in the trade. When the Foreman III is absent, a journeyman member of the craft will be assigned the responsibility for the shop and paid at the Foreman III rate of pay beginning with the first 4 consecutive hours of such absence.

12-2. Where towing of equipment is done for the purpose of making mechanical repairs, properly rated and safe equipment for the towing job will be furnished by the Administration. Employees assigned shall be required to observe all safety rules. Not less than two workmen will be assigned to work where weather, location, or safety factors make it necessary.

12-3. Employees will be provided with storage space which can be locked for their personal tools.

12-4. There shall be no restrictions on the use of any machine or tools in connection with the installation, repairs, or performance of work coming under the juris-
diction of the members of this craft. This language will not affect the requirements of Federal Aviation Administration regulations.

→ **12-5.** Aircraft Maintenance Technicians will be furnished protective coveralls.

**12-6.** The standard work day shall consist of eight (8) hours, which shall normally be from 7:30 a.m. to 11:30 a.m. and from 12:00 noon to 4:00 p.m.

**12-7.** The standard work week shall consist of forty (40) hours and shall normally include five (5) consecutive standard work days scheduled Tuesday through Saturday.

**12-8.** For purposes of Aircraft Maintenance training only, the standard work week may be changed by management, provided employees are given seven (7) calendar days notice.

**12-9.** For purposes of providing project support to field construction and maintenance projects, the standard work week may be changed by management, provided employees are given fourteen (14) calendar days notice.
SUPPLEMENTARY AGREEMENT NO. 13

Between the Administrator
Bonneville Power Administration
and the
Columbia Power Trades Council

WORKING RULES FOR FACILITY MAINTENANCE WORKERS CRAFT SERIES

→ 13-1. Facility Maintenance personnel are to operate equipment that does not exceed a 50 hp rating. This shall be the only restriction on the use of machinery, tools, or appliances in connection with the work coming under the jurisdiction of the members of this craft, except for snow removal activities where the equipment rating may exceed stated limits to allow proper manufacturer operating limits of a snow blower attached to a skid steer unit. If work removing snow with a skid steer unit requires more than two consecutive days, a Line Equipment Operator or an Operating Engineer may be considered for longer duration requirements.
SUPPLEMENTARY AGREEMENT NO. 14

Between the Administrator
Bonneville Power Administration
and the
Columbia Power Trades Council

NEGOTIATED RATES OF PAY
FOR 2012-2015

14-1. WAGE AGREEMENT

Wage adjustments for 2012, 2013, 2014, and 2015, and if the Agreement is extended, 2016, will be effective on the first day of the first pay period on or after March 1st of each year. The 2012 wage adjustment shall equal 0.7%. The 2013 wage adjustment will be the greater of (a) 2.5%; or (b) the amount computed on the basis of the simple survey average of the journeyman lineman/electrician wage rate of the six surveyed utilities (Avista, Pacific Power (Local 125), Portland General Electric, Seattle City Light, Snohomish County PUD, and Chelan County PUD). The percentage amount needed to increase the BPA journeyman lineman/electrician wage rate to equal the survey average will be computed and the resulting total increase will be applied to all crafts, except as otherwise negotiated (e.g., pay savings situations).

If the contract is extended by mutual agreement for a fifth year (2016), wages shall be computed utilizing the simple average of the six utilities listed above to determine the percentage amount needed to increase the BPA journeyman lineman/electrician wage rate to equal the survey average. The resulting total increase will be applied to all crafts, except as otherwise negotiated (e.g., pay savings situations).
In the event of surveyed utilities having different wage rates for journeyman electrician than for journeyman lineman, the average of the two journeyman rates shall be used for that utility.

→ 14-15 – PENALTIES

CALL TIME: One (1) hour at the applicable overtime rate of pay. (See paragraph 1-26.03)

MISSED MEAL PERIOD: One-half hour at the applicable overtime rate of pay. (See paragraph 1-24.06)

RELIEF TIME: 2 times the straight time rate of pay for hours actually worked without relief. (See paragraph 1-26.05)

SHIFT CHANGE: 2 times the straight time rate of pay. (See paragraphs 2-6.12 and 2-6.15)

→ 14-16 – RATE OF PAY FOR JOURNEYMAN ASSIGNED FOREMAN RESPONSIBILITIES

When assigned the (District, Project, Shop, etc.) responsibility to replace missing permanent supervision, an upgraded journeyman will be paid the rate of pay earned by the permanent supervisor who is being replaced, beginning with the first 4 consecutive hours the permanent supervisor is missing.

→ 14-17 – PREMIUMS

OVERTIME MEAL ALLOWANCE: Sixty-eight percent per straight time at Journeyman Electrician rate of pay.

FOURTH MEAL PERIOD PREMIUM: Sixty-eight percent per straight time at Journeyman Lineman rate of pay.
OVERHEIGHT PAY: 2 times the straight time rate of pay. (See paragraph 1-26.07)

SHIFT PREMIUM: Premium pay of 10 percent for the second shift and 10 percent for the third shift will be paid to employees working non-rotating shifts at the negotiated rates of pay in this supplement. The specified shift premium percentages are paid for the employee’s assigned shift.*

→ LIVE-LINE BARE HAND PREMIUM: A premium of 15% of the applicable straight-time rate of pay will be paid when performing live-line bare-hand work, which is paid from start up (i.e., on-site preparation) to break-down (the premium is not paid for initial or re-certification training). The premium applies to Lineman, Lineman Apprentices, and Line Equipment Operators who are bare-hand certified.

→ 14-18 – PROTECTIVE FOOTWEAR

BPA will reimburse for the purchase of protective footwear that meets or exceeds the footwear requirements identified in BPA's Accident Prevention Manual (APM) Rule A-2 in accordance with the parties Protective Footwear Reimbursement MOU dated November 27, 2012.

→ 14-19 – SAFETY GLASSES

(Also see BPAM Chapter 186)

NEW EMPLOYEES: The Administration will reimburse new employees for 2 pairs of safety glasses up to the negotiated amount.

NEGOTIATED AMOUNTS: The negotiated reimbursement amounts shall be $155, $195, and $235 for simple vision, bifocal, and trifocal lenses, respectively.
(*) Refers to Interpretation in Appendix A.

1/ Electrician Foreman III (T) refers to “temporary upgrade” in paragraph 2-3.02 and “transitional district” in paragraph 2-3.03.

2/ Receives cable splicing rate when cable splicing.

3/ System Dispatcher, Senior System Dispatcher, and Generation Dispatcher will receive an additional 5.0% over base pay while assigned to the relief schedule (2-6.15).

4/ Incumbent Senior and Senior Relief Operators on December 7, 1979, will be “grandfathered” at Senior or Senior Relief Operator rates as long as they remain at the same job and location, or if they are administratively reassigned.

5/ Craftsman I will automatically be advanced to Craftsman II after 3 years (78 pay periods) as a Craftsman I.
## CPTC Hourly Wage Rates

### 14-2 ELECTRICAL WORKER CRAFT SERIES

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1. In accordance with BPA/CPTC Interest Arbitration Award dated February 15, 2013, and MOU of March 4, 2013, the 2012 Wage adjustment was not effected.
## CPTC Hourly Wage Rates

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1 In accordance with BPA/CPTC Interest Arbitration Award dated February 15, 2013, and MOU of March 4, 2013, the 2012 Wage adjustment was not effected.
## CPTC Hourly Wage Rates

<table>
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<tr>
<th>CRAFT</th>
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1In accordance with BPA/CPTC Interest Arbitration Award dated February 13, 2013, and MOU of March 4, 2013, the 2012 Wage adjustment was not effected.
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¹In accordance with BPA/CFTC Interest Arbitration Award dated February 15, 2013, and MOU of March 4, 2013, the 2012 Wage adjustment was not effected.
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1In accordance with BPA/CPTC Interest Arbitration Award dated February 15, 2013, and MOU of March 4, 2013, the 2012 Wage adjustment was not effected.
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1 In accordance with BPA/CFTC Interest Arbitration Award dated February 15, 2013, and MOU of March 4, 2013, the 2012 Wage adjustment was not effected.
### CPTC Hourly Wage Rates

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\(^1\)In accordance with BPA/CPTC Interest Arbitration Award dated February 13, 2013, and MOU of March 4, 2013, the 2012 Wage adjustment was not effected.
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### DC Control System Craftsman I**

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1 In accordance with BFA/CPTC Interest Arbitration Award dated February 15, 2013, and MOU of March 4, 2013, the 2012 Wage adjustment was not effected.
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¹In accordance with BPA/CPTC Interest Arbitration Award dated February 15, 2013, and MOU of March 4, 2013, the 2012 Wage adjustment was not effective.
## CPTC Hourly Wage Rates

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### 14-3 PLUMBER, PIPEFITTER & WELDING CRAFT SERIES

**PLUMBER & PIPEFITTER**

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**WELDER**

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¹In accordance with BPA/CPTC Interest Arbitration Award dated February 15, 2013, and MOU of March 4, 2013, the 2012 Wage adjustment was not effected.
### CPTC Hourly Wage Rates

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### CPTC Hourly Wage Rates

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**14-5 MACHINIST CRAFT SERIES**

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<sup>1</sup>In accordance with BPA/CPTC Interest Arbitration Award dated February 15, 2013, and MOU of March 4, 2013, the 2012 Wage adjustment was not effected.
## CPTC Hourly Wage Rates

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<th>CRAFT</th>
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<sup>1</sup>In accordance with BPA/CPTC Interest Arbitration Award dated February 15, 2013, and MOU of March 4, 2013, the 2012 Wage adjustment was not effected.
### CPTC Hourly Wage Rates

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<tr>
<th>CRAFT</th>
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<th>2012</th>
<th>2013</th>
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<td>$25.38</td>
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**14-9 OPERATING ENGINEER CRAFT SERIES**

**CRANE OPERATOR**

| Crane Operator Journeyman-in-Charge | YY99 | BB | $39.70 | $39.98 | $40.98 |

**HEAVY EQUIPMENT OPERATOR**

| Heavy Equip. Operator | YY04 | BB | $38.18 | $38.45 | $39.41 |

| Heavy Equip. Operator | YY33 | BS | $46.96 | $47.29 | $48.47 |
| Heavy Equip. Operator | YY32 | BL | $45.05 | $45.37 | $46.50 |

1 In accordance with BPA/CPTC Interest Arbitration Award dated February 15, 2013, and MOU of March 4, 2013, the 2012 Wage adjustment was not effected.
<table>
<thead>
<tr>
<th>CRAFT</th>
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<th>2012</th>
<th>2013</th>
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<tbody>
<tr>
<td></td>
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<td></td>
<td>3.10%</td>
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<tr>
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<td>112.50%</td>
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<td>$42.95</td>
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<td>$35.76</td>
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**14-10 LABORER CRAFT SERIES**

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<td>$23.55</td>
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</table>

1In accordance with BPA/CPTC Interest Arbitration Award dated February 15, 2013, and MOU of March 4, 2013, the 2012 Wage adjustment was not effected.
<table>
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<th>CRAFT</th>
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<th>2013</th>
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<td></td>
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<tr>
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<tr>
<td>HMEM Apprentice VII</td>
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<td>BB</td>
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1In accordance with BPA/CPTC Interest Arbitration Award dated February 15, 2013, and MOU of March 4, 2013, the 2012 Wage adjustment was not effected.
### CPTC Hourly Wage Rates

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* Machinist received spot adjustment effective 12/16/2012. Wage rates shown reflect spot adjustment.


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1. In accordance with BPA/CPTC Interest Arbitration Award dated February 15, 2013, and MOU of March 4, 2013, the 2012 Wage adjustment was not effected.
In Witness Whereof the parties hereto reached agreement on these Basic and Supplementary Agreements 1 (except paragraph 2.02) through 13 on August 9, 2012. The provisions of paragraph 2.02 and Supplement 14 shall be decided by an interest arbitrator. The signatures of the parties are here now affixed this 27th day of November, 2008.

FOR THE ADMINISTRATION:

Timothy J. Barger, Labor Relations Officer
Bonneville Power Administration

FOR THE COUNCIL:

Travis Erni
Executive Secretary
Columbia Power Trades Council

APPROVED:

Stephen J. Wright, Administrator
Bonneville Power Administration

12-15-12
Date
All Hourly Employees Covered by the CPTC Agreement and Their Supervisors

Timothy J. Bargen – BPA Labor Relations Officer, and Travis Eri - CPTC Executive Secretary

Interpretations of the Labor Agreement

**GENERAL**

The “Journeyman-in-Charge” pay rate is intended to be used when a journeyman is temporarily assigned the responsibility for a specific job, and to whom at least one other journeyman reports, and other supervision is not provided. This classification will not apply to temporary upgrades of journeymen who are assigned district, project, or shop responsibility to replace permanent supervision.

The Journeyman-in-Charge pay rate will apply only to a coordinated work activity where employees are engaged in a task, project, or work assignment that requires those employees to work together on the task. It does not apply when engaged in separate tasks at the same location.

In situations where 2 or more journeymen of different crafts are working together in a craft cooperation effort, the craft having jurisdiction over the work will have technical responsibility for the craftsmanship of the work performed by the assisting craft(s). JIC pay will be applicable if the following condition is met: The journeyman from the other craft(s) must be performing journeyman-type work of the jurisdic-
tion of the craft with the technical responsibility, rather than just assisting in a helper-level capacity. All other existing JIC rules apply.

**Absence** means officially out of the maintenance district or operating district.

The temporary reassignment of supervision responsibility normally should be made in advance of the regular supervisor’s absence.

**For leave purposes, a regular supervisor’s responsibility ceases when the leave officially begins, and resumes when the supervisor returns to work.**

Employees in the General Shops will be permitted to take flexible lunch periods, on an individual basis, with supervisory approval. A lunch period of up to one hour may be taken, with lunch beginning no earlier than 11:30 a.m., and ending no later than 1:00 p.m., with any time in excess of thirty minutes worked at the end of the day to account for eight hours of work.

**Deminimus** – Seven minutes or less shall be disregarded as “deminimus” for the purposes of wage administration. For example, overtime of 7 minutes or less is disregarded (97 minutes of overtime is recorded as 1.50 hours of overtime while 98 minutes of overtime is recorded as 1.75 hours of overtime). Another example is whether meal periods have been delayed or advanced more than one hour.

**5.04** When the craft that has jurisdiction over the task or job assignment is present and participates in the work, that craft will have technical responsibility for the craftsmanship of work performed by employees from another craft who assist in the task or job assignment.
**Example 1:** A Journeyman Lineman is working on a project and could use the assistance of a second Journeyman Lineman for a short period of time. A journeyman of another craft also meets the requirements for doing the particular type of electrical work. These two people could work together on the project with the Journeyman Lineman being upgraded to JIC.

**Example 2:** In another situation, an Electrician might need some assistance in laying down some electrical cord, and another craft employee helps. There would not be any upgrade to JIC because the nature of the assistance is merely that of a helper. Thus, the assistance of one craft to another must be substantive journeyman work rather than merely helping a journeyman of another craft to do his/her journeyman work.

1-19.03 The intent of this provision is to provide the Administration with a non-punitive option to help an employee correct such problems and retain his/her job.

1-21.03 The provisions of this paragraph do not apply when an employee replaces absent supervision, as provided for in language contained in other Supplements. When upgraded to replace such absent supervision, the employee is paid at the permanent rate of pay of the higher classification as noted in such other Supplements.

1-23.01 The one-half hour meal period provided by this paragraph includes any time necessary to travel to and from a place to eat. If employees cannot travel to and from home or a cafe, and also eat their lunch in the one-half hour allotted, they will be expected to carry their lunch with them.
1-23.03 The term, “10 consecutive days” as used in this paragraph, means 10 consecutive days of work. Inasmuch as the standard work week cannot be changed under this paragraph, the 10 consecutive days will always include 2 days of overtime for work on days off.

→ 1-23.07 An apprentice is not covered by any circumstance unless the apprentice is in the last step of their apprenticeship or has been permanently placed.

→ 1-24.02 For the purposes of this paragraph, a non-standard schedule refers to an 8-hour schedule other than the standard of 8:00 – 4:30 (paragraph 1-23.01) such as 7:00 – 3:30.

1-26. Minimum Overtime

1. Q. What minimum overtime will be allowed for scheduled work on a day off which is a continuation of an overtime assignment beginning on the day before? Example: An employee on a standard work schedule begins scheduled overtime work at 11:00 p.m. Friday and the work ends at 12:30 a.m. Saturday.

   A. The 2-hour guaranteed minimum applies to the whole job because the Saturday work is a continuation of work scheduled to begin on the day before.

2. Q. What minimum overtime will be allowed for two separate sessions of work which begin more than 2 hours apart when one is scheduled on each of 2 successive days off?
A. The 2-hour guaranteed minimum applies to each session.

3. Q. What minimum overtime will be allowed for two or more separate sessions of work which begin more than 2 hours apart on a single day off?

A. The 2-hour minimum applies to each separate session of work.

4. Q. What minimum overtime will be allowed if scheduled overtime work is canceled before the work begins?

A. No overtime can be allowed for scheduled work which is canceled before it was scheduled to begin if the employee is notified of the cancellation before reporting for the work. If the employee is not notified of the cancellation and actually reports for work, the employee will receive the guaranteed minimum.

5. Q. What is meant by “work which an employee is scheduled to perform?”

A. The employee is not scheduled when called and asked to report for work as soon as possible (including time to eat and pack a lunch). Whenever an employee is ordered to report for work at some definite later time, the employee is scheduled to perform work.

6. Q. What minimum overtime will be allowed when an employee has completed a scheduled job on a day off and has been released from duty and is then called to report for an emergency before the original 2-hour guaranteed period has elapsed?
A. The guaranteed 2-hour minimum for the scheduled work covers all work performed within the 2-hour period. “Call time” may also be in order for the scheduled work. (See paragraph 1-26.03 in the Agreement.) In addition, the employee will receive 1 hour of “call time” for the emergency call out (except as limited by paragraph 2-6.21 of the Agreement) plus overtime pay for time worked as a continuation of the guaranteed 2-hour minimum period.

7. Q. What minimum overtime will be allowed when an employee is called out, completes the assignment and is released from duty and is then called again to report for work before the original 2-hour guaranteed minimum period has elapsed?

A. One 2-hour guaranteed minimum period is allowed for the first assignment and additional overtime is allowed for any time worked on the second assignment which is a continuation of the original 2-hour guaranteed minimum period. In addition, 1 hour of “call time” will be allowed for each of the two jobs.

1-26.02D These paragraphs are interpreted to cover
1-26.03 pay for useful work performed at home such as receiving telephone calls (by other than supervisory employees at the Foreman II level and above). No call time will be allowed but the required 2 hours minimum will be applicable. Useful work does not include receiving informational reports or giving instructions which could have been issued during regular hours. Any claims for
pay for taking telephone calls at home must be justified to the Labor Relations Officer and approved before payment will be made. Three copies of the justification should be sent to the Labor Relations Officer. Upon approval, one copy will be returned to the originating office and one copy will be sent to Payroll.

1-27.04 Whether to establish a temporary headquarters or to perform a given job on a shop to shop basis merits serious consideration by the foreman. Generally speaking, temporary headquarters should not be established unless the employees can be released from duty for a sufficient time to make the procurement of a lodging worthwhile.

This section is clear but it should be carefully read. No penalties are provided so it is incumbent upon management to see that no violations occur. In the event an employee, through no personal fault, is obligated for double lodging costs for the same night, the employee may request repayment for the extra cost by providing the Labor Relations Officer proof of such costs.

1-28.02 Greater hardship does not include changes that involve less than 5 miles or less than 10 minutes travel distance/time. Management agrees to work with employees who are burdened with personal situations such as child care. For employees who have such situations located between their domicile and regular duty station, the supervisor will attempt to give the employee as much notice as practical of any temporary change in the reporting site, provided the employee has made the supervisor aware of such situations.

1-28.03 Substation Operators change shifts at the scheduled time even though the relieving operator is working out of a temporary headquarters.
2-1.06 The Foreman I or stepped-up journeyman on a major crew can work with tools when relieving Foreman III, subject to safety and needs for supervision.

2-1.07 The first sentence of 2-1.07 is intended to complement rather than conflict with the subparagraphs. For example, if an outage is scheduled in advance in order to perform work, the Foreman III should not plan to work with the tools on such planned work. However, if a member of the crew calls in sick, the Foreman can assist with such work. By the way of further example, if a member of the crew requests annual leave on short notice, the Foreman III may assist with such work rather than deny the request for annual leave.

2-2.03 The supervisor in charge of electrical maintenance or construction job may leave. The immediate site of the work for short periods without setting another employee up as a supervisor when:

A. Such absences are for reasons connected with the job, and

B. When the work at the time presents no special hazards, and

C. When there is a clear understanding that no other member of the crew is responsible for the work during such absences.

2-2.06 The same pay levels apply to the transportation of snowcats on trucks or trailers as to the operation of the snow-cat.

2-3.02 Combined Minor District Crews. The home district will normally provide supervision at the
appropriate rate of pay based on number of people supervised. In the absence of both District Foremen, a journeyman from the home district will be in charge and will either receive the Foreman II rate or the Foreman III rate depending upon the number of people supervised. The visiting Foreman, if a part of the combined crew, will normally work as a journeyman. The visiting Foreman may be used in lieu of a Journeyman-in-Charge on a job basis.

2-4.01 Electrical Rigger Foreman II can supervise a maximum of seven other employees.

2-6.12 A. It is the intent that Operators of the DC Classifications and Dispatchers will not be placed in a per diem status for shift coverage at other locations. The intent is that rotating shift DC Operators and Dispatchers may work outside their scheduled shift, but not have that shift changed unless it is mutually agreed. For example: A DC Operator calls in sick on swing shift. Shift coverage could be provided by – scheduling a relief – scheduling a non-rotating operator – scheduling overtime. Shift coverage would not be provided by changing the shift of another rotating shift operator.

B. & C. An established shift is any shift at any location that is staffed on a long-term basis.

2-6.16 If it is necessary for an employee covered by paragraph 2-6.15 to be scheduled for an evening shift one day, as an extra the next day, and then on the graveyard shift the third day, it will be necessary to put the employee on annual leave the second day in order to avoid the penalty specified by paragraph 2-6.16; or, if the employee chooses, the schedule may be adjusted to make the second day a regular day off.
1. Q. If an Operator is put on Availability during non-duty hours, would they receive pay for picking up the communications device?

A. The answer is no. If an Operator were put on Availability status during non-duty hours they would receive pay for the whole period. Example: An Operator is put on Availability on Saturday afternoon for the rest of the weekend. They would be paid from end of shift Friday to start of shift Monday at the 3 hours pay for each 8 hours Availability. If the Operator does not want to pick up the BPA supplied communications device, he/she may use a personal cell phone, pager or home phone to fulfill the requirement of having a communications device while on Availability as long as the coverage of the personal device is comparable to the BPA supplied device.

2. Q. Who is responsible for the determination of the type of communications device?

A. Management determines which portable communication device will be supplied within guidelines that it will not be overly burdensome for the Operator to carry and allows a reasonable amount of freedom for the Operator on Availability. The review of the coverage area is part of the process of evaluating which communications device will be supplied. A two way voice communication device is the preferred communications device.
3. Q. If an Operator on Availability becomes sick, what happens, who is notified and when does pay for Availability stop?

A. If an Operator cannot fulfill his/her responsibilities (sickness, injury, etc.) they must notify the Dispatcher and attempt to notify the Chief Operator as soon as possible. The Operator would be paid to the nearest 8 hour period, based on the deminimis rule, up to the time they were no longer available.

4. Q. Can an Operator be put on Availability in order to capture them for use in switching equipment during non-duty periods?

A. This could be a valid use of Availability subject to the Availability rules.

5. Q. What are the responsibilities of an Operator on Availability?

A. An Operator’s responsibilities on Availability are:

1. To remain in a geographic area which would allow them to respond.

2. To refrain from activities which would affect their physical ability to work such as consumption of alcohol or medication which impairs their physical or mental capabilities, etc.

3. Being capable of responding. This means maintaining a way to respond (vehicle, prearranged transportation, etc.) and remaining available to respond.
4. To maintain the communications device in a operable condition.

5. To notify the appropriate Dispatch Office(s) and give them the following information:

A. The period they are on Availability.

B. What they are on Availability for (Substation, District, Region, situation, etc.)

C. How they can be reached.

D. Notify the Dispatcher when they are unable to fulfill the responsibilities of Availability.

6. **Q. Will the Operator on Availability be the first to be called out?**

   A. Management is not required or obligated to utilize the Operator who is available for call outs. As always, who is called out will be decided on a case by case basis by the Dispatcher, in consultation with appropriate call lists/instructions to deal with each specific situation.

7. **Q. What is the response requirement for Availability?**

   A. Response time shall generally be considered to be 1 hour unless agreed otherwise between the Chief Operator/Dispatcher and Operator. Response time of less or more than 1 hour may be required for specific conditions. It should be remembered the Operator
Availability agreement was negotiated with the intent of balancing the Administration’s need for quick, assured response against the infringement on the Substation Operator’s non-duty time.

8. **Q. Can an Operator be put on per diem for the primary purpose of Availability?**

A. Yes. The placement of an operator on per diem for availability purpose is permitted for emergencies only. When such placement is made the holiday pay provision shall be utilized until the availability period ends. Prior to placing an operator on per diem and on availability, the Administration must first seek and consider volunteers for the assignment whose duty stations are within a reasonable geographic distance of the per diem site.

9. **Q. Can a Chief Operator be placed on Availability?**

A. The Chief Operator may be put on Availability if there are no Substation Operators who can be put on Availability or if the reason is to utilize the authority of the position during emergency situations. Chief Operators should be utilized in basically the same manner as they are utilized during periods of overtime.

10. **Q. If an Operator agrees to be placed on Availability for more than 2 weekends in 5 what is their pay rate?**

A. If an Operator volunteers to work more than 2 weekends in 5, the weekend in excess of the first such weekend period would be at the
rate of 3 hours pay for each 8 hours of Availability rate. The fact that an Operator volunteers does not affect the pay rate for more than 1 weekend in 5. The volunteer weekend would also count in the calculations of succeeding weekends for the Administration’s ability to direct weekend Availability and pay rates.

11. Q. **May Operators trade Availability periods?**
   A. Operators have for years been able to trade shifts. This concept is extended to Availability. However, pay rates for the Availability period shall be based on those required for the individual designated by the Administration to be available. Such trades must be approved by the supervisor and appropriate Dispatch Offices must be notified. The individual designated by the Administration to be available will be compensated for duty.

12. Q. **Are there restrictions related to scheduling Operators on Availability on days off adjacent to leave periods?**
   A. Yes. This is not to be done unless requested by the Operator.

13. Q. **Can leave be cancelled for the primary purpose of placing an Operator on Availability?**
   A. No. Leave that is already approved is not to be cancelled if the primary purpose of doing so is to put the Operator on Availability.

2-6.24
1. Q. **How is relief provided for Short Shift Availability when the Operator is on leave?**
A. There is no requirement to provide relief. The decision as to whether staffing at the location is necessary is the Administration’s and is based on work load at the location and risk factors associated with response in case of emergency. If it is decided that relief is needed, the Operator providing the relief works under the normal scheduling rules, not the Short Shift Availability rules. The only Operators working under the Short Shift Availability rules are those headquartered at sites determined by the Administration and the CPTC. If it is decided that relief is necessary, an Operator may be scheduled to work the location days Tuesday through Friday, on Availability over the weekend, and work days Monday through Thursday. The Operator may be put on Availability during the week if the Administration believes it is necessary.

2. **Q. How would approved periods of absence of 4 hours or less Availability be documented?**

A. If an approval is given for an absence of 4 hours or less of Availability, the absence will be considered to be excused rather than charged to leave.

2-7.03 There are presently two levels of Craftsmen, which are designated as Craftsman I and Craftsman II. The Craftsman I is considered the journeyman level. Therefore, any electrical workers whose rate of pay is less than a Craftsman I shall not have their rate of pay reduced when transferring to a Craftsman Trainee position. Any electrical workers whose rate of pay is more than a Craftsman I shall have their rate of pay reduced to that of a Craftsman I when transferring to a Craftsman Trainee position.
2-7.06 Full time replacement supervision can be physically moved into the District headquarters if the following conditions are met:

A. Such action is not taken to avoid paying an employee the premium wage for working as a District Craftsman;

B. There is a need for management to provide either engineering capabilities or supervision in the absence of the regular supervisor; and

C. The full time replacement engineer is qualified to provide either the necessary engineering capabilities or supervision.

A craftsman assigned temporarily to another District without qualified field engineer supervision in the other District, and who is also assigned District responsibility, will qualify for the District Craftsman rate of pay.

One of the multiple craftsmen in a District will be designated as District Craftsman only as needed to comply with the first sentence in the Agreement.

4-3.03A Functional areas may include examples such as shipping, receiving; inventory storage; and hazardous waste storage and disposal. Functional areas may change depending upon organizational need and structure.

14-2 District Lineman & District Electrician rates. The District Lineman and District Electrician rates apply when maintenance crews are reduced to one journeyman.
Shift Differential (Premium). The shift differentials do not apply to short-term conditions such as transformer dry outs where a premium has already been included in the working conditions or rate of pay to cover the situation.
## APPENDIX B

### Subject Matter Index to the BPA/CPTC Agreement

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BPA Safety Motto

No job is so important and no service so urgent that we cannot take time to perform our work safely.