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BPA/PROFESSIONAL AGREEMENT

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AGREEMENT
between the
BONNEVILLE POWER ADMINISTRATION

and the

PROFESSIONAL DIVISION
of the
LABORERS' INTERNATIONAL UNION
LOCAL 335

PREAMBLE

This Agreement between the Bonneville Power Administration, hereinafter referred to as the Employer, and the Professional Division of the Laborers' International Union Local 335, hereinafter referred to as the Union, is entered into in consonance with Public Law 95-454 and applicable regulations of the Department of Energy. This Agreement, and any supplementary agreements that may be agreed upon, together constitute a Collective Agreement between the Employer and the Union.

PURPOSE

The parties hereto, having as their intent and purpose to promote and improve the efficiency and effectiveness of the administration of personnel policies and practices and matters affecting working conditions in the Federal Service and the well-being of the employees in the bargaining unit, agree to the establishment of orderly procedures, as herein provided, for joint consultation and/or negotiation on matters of proper mutual concern which are permitted by applicable laws, regulations and policies. It is recognized by both parties that they must exercise restraint and good judgment to establish the constructive relationship which this Agreement is designed to bring about, and that the public interest in the accomplishment of the mission of the Bonneville Power Administration is paramount.

1. EMPLOYEES COVERED BY THE AGREEMENT

1.01 Pursuant to the Certification of Representative dated December 29, 1981, issued by the Federal Labor Relations Authority (FLRA), the Union is recognized as the exclusive representative of a bargaining unit described as follows:

- | | |
|-----------|--|
| Included: | All professional employees of the Bonneville Power Administration |
| Excluded: | All nonprofessional employees, management officials, supervisors, and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7). |

2. EFFECTIVE DATE AND DURATION

2.01 The effective date of this Agreement shall be the date of approval by the Administrator. It shall remain in effect until December 1, 2002.

Thereafter, this Agreement shall be automatically renewed for one year increments on the anniversary date unless at least 60, but not more than 105, calendar days prior to such anniversary date, either party gives written notice to the other of its desire to terminate or renegotiate this Agreement. In the event that BPA changes its legal form, or upon enactment of AEP legislation, within the first 2 years of this Agreement, then either party may reopen the Agreement, notwithstanding any other provision of this Agreement, for collective bargaining as to: (a) all subjects that may become negotiable by reason of the statute creating the new legal form; and (b) all negotiable changes proposed by management in terms and conditions of employment and working conditions.

3. CONTRACT INTERPRETATION

3.01 In the course of contract administration, interpretations of this Agreement shall be consistent with the language of the Agreement. Whenever an ambiguity exists in the language of this Agreement, the negotiations pertaining to that language and the problem which was intended to be solved or affected by the language may be examined in order to attempt to resolve the ambiguity. Interpretation of specific contract language shall be consistent throughout the Employer's organization.

4. RIGHTS AND OBLIGATIONS OF MANAGEMENT

4.01 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.

4.02 In the administration of all matters covered by this Agreement, management officials and employees are governed by existing or future applicable laws and regulations of appropriate authorities including, but not restricted to, rules and regulations of the Office of Personnel Management; by published Department of Energy regulations that apply to BPA and are in existence at the time this Agreement was approved; and by subsequently published Department of Energy policies and regulations that apply to BPA and are required by law or by the regulations of other appropriate authorities required by law.

4.03 In accordance with 5 USC 7106 management officials must retain certain rights. It states:

"(a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency:

"(1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

- "(2) in accordance with applicable laws-
 - "(A) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - "(B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
 - "(C) with respect to filling positions, to make selections for appointments from-
 - "(i) among properly ranked and certified candidates for promotion, or
 - "(ii) any other appropriate source; and
 - "(D) to take whatever actions may be necessary to carry out the agency mission during emergencies.
- "(b) Nothing in this section shall preclude any agency and any labor organization from negotiating-
 - "(1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
 - "(2) procedures which management officials of the agency will observe in exercising any authority under this section; or
 - "(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials."

5. RIGHTS OF EMPLOYEES

5.01 Each bargaining unit employee has the right to form, join, or assist any labor organization or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided in law and this Agreement, such right includes the right to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and to engage in collective bargaining with respect to conditions of employment.

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

5.03 An employee who is being examined by one or more representatives of the Employer in connection with an investigation may obtain a union representative upon request if he/she reasonably believes that the examination may result in disciplinary action against him/her. The Employer shall annually notify employees in the unit of this right.

5.04 Each employee has a right to file a grievance. Each employee also shall be entitled to reasonable official time to bring matters of personal concern to the attention of Union representatives, or to appropriate management officials.

5.05 Compensation for damage to or loss of personal property incident to service will be provided by Title 31, U.S.C., Section 3721 et.seq.

6. RIGHTS AND OBLIGATIONS OF THE UNION

6.01 As required by 5 USC 7114(a)(2)(A), the Union shall be given an opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance or personnel policy or practices, or other general conditions of employment.

- 6.02 (a) Official time will not be used for internal Union business.
- (b) Union officers and stewards will be allowed a reasonable amount of official time for the following activities: Attendance at meetings with management officials; formal discussions that management has with one or more bargaining unit employees under paragraph 6.01; impasse proceedings and other statutory disputes involving a third party; meetings with bargaining unit employees addressed in paragraph 5.04; requesting written information, for representational purposes, from the Employer; and attendance at Partnership Council and associated meetings governed by the Council's charter.
- (c) BPA will pay for BPA Union employees' travel and per diem costs for travel as follows:
- (1) not to exceed \$5,000 in a fiscal year in which the collective bargaining agreement is being renegotiated; and
 - (2) not to exceed \$3,000 in any other fiscal year.

The Union shall promptly and accurately report any such expenses that are reimbursed to employees to the Labor Relations staff. Partnership Council activities will be funded separately.

- (d) Meetings with management officials shall take place during

normal day-shift duty hours and union representatives who would otherwise be on duty shall not suffer any loss of pay or benefits.

- (e) The Union shall attempt to reasonably distribute workload among officers and stewards, avoiding situations where excessive official time is spent by any officer/steward in relation to other officers/stewards.
- (f) The number of employee Union officers/stewards permitted official time in connection with authorized activities under paragraph 6.02(b) is limited to one person for any given meeting except as follows: (1) negotiations and subsequent impasse proceedings, which is governed by law; (2) grievance arbitration for which the grievant, the Union representative, and any witnesses called by the Union or the Employer are also permitted official time; and (3) Partnership Council and associated meetings, which are governed by the Council's charter.
- (g) Unless approval on an ongoing basis has been otherwise given, it is understood that the officer or steward must first obtain his/her supervisor's (or designated representative in the supervisor's absence) approval to leave the work area before carrying out any activities under paragraph 6.02(b). Procedures for obtaining approval are as follows:
 - (1) As far in advance as possible of the proposed time use, the officer 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 6.02(b)), and the location where the time would be used.
 - (2) In considering the request, the supervisor will review the work situation of the office to ascertain if the employee can be excused for all or part of the requested period. If the work situation is such that the time cannot be allowed at the time requested, the supervisor will inform the officer/steward of the next available time when the work situation will permit usage of the requested time.
 - (3) If the officer/steward and supervisor agree on the amount and time requested, the time will be granted.

- (4) If the officer/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, Labor Relations will be asked to intervene to attempt resolution. If a mutually satisfactory resolution is not reached, the employee or the Union may grieve the matter.
- (5) In addition to these procedures, supervisors may require the officer/steward to sign out and sign in on log forms when using official time.

6.03 Union officers and stewards shall accurately record all official time used on their Time and Attendance records, using the proper activity codes identified by the Employer.

6.04 To the maximum extent possible, meetings with bargaining unit employees, such as those described in paragraph 5.04 should occur away from any open workstation, including those of union officers/stewards. For example, conference rooms, other enclosed rooms, or cafeterias are suitable locations. As a last resort, such meetings can be conducted from workstations. However, if meetings are held at an aggrieved employee's open workstation, or at the open workstation of any other employee, the Union officer/steward shall first obtain the approval of the supervisor of the work unit visited. This paragraph applies to all such time spent by Union officers/stewards, regardless of whether it is authorized time or on such person's own time. In addition, employee Union officers/stewards shall make good faith efforts, when conducting telephone conversations with bargaining unit employees, to ensure that such conversations that are held from open workstations are not disruptive to nearby co-workers.

6.05 Any Union-initiated contact by a Union official or steward with any management official, for any representational purposes, shall be done through Labor Relations. Any request by a Union official or steward for information shall include a statement of the Union's particularized need for the information, and also whether it is part of an informal or formal grievance. The written statement of particularized need shall include: (a) why the information is needed; (b) how the information will be used; and (c) how the information's use relates to the Union's representational responsibilities. Labor Relations shall then furnish the information in a timely manner, or formally state the reason for refusal.

6.06 In prescribing BPA written policy and rules relating to personnel policies and practices, and matters affecting working conditions, as required by Public Law 95-454 (Civil Service Reform Act), the Employer will have due regard for the obligation to meet and confer with the Union.

6.07 The Union may, upon written request through Labor Relations, be granted 40 hours of excused absence, during the life of this Agreement, for use among the negotiation team members who can be spared from their jobs to

assist in preparation for negotiations. The Union agrees to report use of such time accurately to Labor Relations in a timely manner.

7. MID-TERM NEGOTIATIONS

7.01 Appropriate working conditions, that affect employees covered by this Agreement, shall be determined through collective bargaining of this Agreement between the Union and the Employer. Both negotiating committees shall normally have equal representation.

7.02 Subject to paragraph 7.03, when the Employer proposes a change in Personnel policy, practice, or other working conditions, the Employer will notify the Union in writing. If the Union chooses to respond, it must do so by providing the Employer with written proposals within 21 calendar days from the date of the Employer's proposal. This time limit can be extended upon mutual agreement. It is understood that there may be occasions when the Employer 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 Employer will request that the Union respond in a shorter time frame, but it is understood that if the Union needs the full 21-day response time, it will notify the Employer as soon as possible but no later than 10 days after submission of management's proposal.

7.03 The Employer will notify the Union of any proposed Employer-initiated space move when floor plans are available and it is known both who will be affected and the estimated effective date. The notification will include the names of affected employees and the estimated effective date. In the case of a move of an entire work unit or larger, the provisions of paragraph 7.02 will apply. In the case of a move involving less than an entire work unit, or a move that is temporary and not expected to remain in place for more than 120 days, the provisions of paragraph 7.02 will apply except that the response period for the Union shall be one week, with no further extensions unless mutually agreed to. In the event that immediate movement of an employee is necessary in order to restore or retain orderly conduct in the workplace, it is understood that the Employer is free to effect such move, and that the Employer will notify the Union immediately; if the Union believes that the move is unwarranted, it may pursue the merits of the move under the negotiated grievance procedure. With respect to all moves under this paragraph, it is understood that the Employer will provide copies of proposed floor plans upon request by the Union for such plans.

8. DUES WITHHOLDING

8.01 In conformance with 5 USC 7115, eligible employee members of the bargaining unit may authorize BPA to deduct from their pay initiation fees and the periodic dues of the exclusive representative of the unit.

- 8.02 Withholdings shall include initiation fees and the regular periodic amounts required to maintain the employee as a member in good standing, but shall not include special assessments, back dues, fines, and similar items.
- 8.03 Allotments for union dues must be authorized on the required form, supplies of which are obtainable by participating unions from the Government Printing Office, Washington, D.C. The Union is responsible for informing its members of the allotment program and the use of the standard forms.
- 8.04 Employees wishing to participate in the dues withholding program must obtain and complete the appropriate form from the Union. The completed form will then be sent to the Payroll office, through the Labor Relations office.
- 8.05 The Employer will normally process and implement an employee's request for union dues withholding within two pay periods from date of receipt.
- 8.06 Dues deductions will be made each pay period unless the employee's net pay for the payroll involved is insufficient to cover the dues after other legal and required deductions have been made.
- 8.07 Multiple levels of dues withholding are permissible; however, the amount of dues to be withheld shall remain unchanged until the Union certifies to Labor Relations 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 twice each 12 months, measured from the date of the first change made by the Union. Notifications of dues changes must be received by Labor Relations at least 7 days prior to the beginning of the pay period for which the change is effective.
- 8.08 An employee may revoke his/her allotment of Union dues by submitting two copies of the appropriate form, which can be obtained from the Employer. The effective date of such revocation will not be until the first full pay period one calendar year after authorization for automatic union dues withholding was first effected. If not revoked at the end of the first year, any subsequent revocation will be effective on the first full pay period on or after September 1st, provided the revocation is received by Labor Relations prior to September 1st. One copy of the form will be sent by the Payroll Section to the Union.
- 8.09 Termination of dues withholding shall be automatic when an employee is expelled from or ceases to be a member of the bargaining unit or when the Union withdraws membership. Termination due to withdrawal of membership shall be effective with the first complete pay period after receipt by Labor Relations of written notice from the Union. The Union is responsible for submitting such notices promptly. The Employer will maintain a system of revoking dues allotments for employees who become ineligible because of promotion, transfer, or other personnel action.
- 8.10 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.

8.11 Remittances to the Union of dues withheld shall be made as soon as practical after each pay period from which deductions are made. Remittances shall show the names of participating employees, the amounts withheld, and the pay period from which deductions were made.

8.12 Upon determination by the Employer 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 Employer will effect an adjustment to reimburse the employee and will recoup the funds from the next remittance to the Union.

9. EMPLOYEE CONCERNS RESOLUTION PROCESS

9.01 The parties recognize the importance of having supervisors and employees settle disagreements and misunderstandings promptly in an informal manner. The employer and the union are jointly responsible for supporting this objective. To accomplish this, the Union will encourage the employee to discuss the concern informally with the first-level supervisor or another management representative appropriate to the situation, in a manner that will maintain workplace harmony and preserve the employee's dignity. The supervisor or other management representative shall meet promptly with the employee and make a good faith effort to resolve the matter. In addition, both parties support the appropriate use of available Alternative Dispute Resolution (ADR) methods.

9.02 A concern presented under this procedure shall be identified as a potential grievance if unresolved and may be presented orally or in writing. The employee may request to have a Union representative at any discussion covered by this procedure.

9.03 The supervisor or other management representative will provide a response to the concern, orally or in writing, within 14 calendar days after the meeting. If the concern is not resolved to the satisfaction of the employee, the employee may advance it to a formal grievance if it is grievable and timely.

10. GRIEVANCE PROCEDURE

10.01 Purpose and Principles. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. Both parties support the need for the grievance procedure to be focused on solving problems through objective and open two-way discussions. Employee(s) and their representatives will be free from restraint, interference, coercion, discrimination, or reprisal in airing a grievance and seeking its adjudication. In addition, both parties support the appropriate use of available Alternative Dispute Resolution (ADR) methods.

10.02 Scope. A grievance means any complaint lodged under this Article and not excluded under section 10.03:

- (a) by any bargaining unit employee concerning any matter relating to the working condition of the employee;
- (b) by the Union concerning matters relating to the working conditions of a group of employees, or by the Union on behalf of an individual employee if requested by the employee; or
- (c) by any employee, the Union, or the Employer concerning:
 - (1) the effect or interpretation, or a claim of breach, of this collective bargaining agreement; or
 - (2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

10.03 Exclusions. These procedures do not apply to:

- (a) Any claimed violations of Subchapter III of Chapter 73 of 5 U.S.C. (relating to prohibited political activities);
- (b) Retirement, life insurance, or health insurance;
- (c) A suspension or removal under 5 U.S.C. 7532;
- (d) Any examination, certification, or appointment;
- (e) The classification of any position which does not result in the reduction in grade or pay of any employee;
- (f) Fair Labor Standards Act complaints or appeals.
- (g) Compensation claims filed with the Office of Worker's Compensation Program;
- (h) Equal opportunity complaints;
- (i) Reduction-in-force appeals;
- (j) Performance ratings of successful or higher;

- (k) Performance appraisal progress reviews and performance counseling sessions;
- (l) Granting or non-granting of a Quality Step Increase, Performance award, any kind of cash or honorary award, or performance-related compensation;
- (m) Non-selection for promotion from a group of properly ranked and certified candidates;
- (n) Termination of a temporary promotion;
- (o) Decisions to grant or not grant relocation bonuses and retention allowances;
- (p) Termination of temporary employees;
- (q) Termination of intermittent employees;
- (r) Termination of probationary employees;
- (s) Determination to grant or not grant any separation incentive;
- (t) Any management determination under paragraph 4.03(a)(2)(D);
- (u) The substance of a law, OPM, or other Federal regulation, or Department of Energy policy that applies to BPA, unless BPA has discretion over the subject disputed; or
- (v) The substance of a BPA policy or procedure for which negotiations or consultation with the Union was completed and agreement was reached or the Union waived its bargaining rights.

10.04 This negotiated procedure shall be the exclusive procedure available to employees in the bargaining unit for resolving grievances on matters that are not excluded in section 10.03. However, with respect to appealable performance-based and adverse actions, as well as alleged prohibited personnel practices, the aggrieved action or allegation may be either grieved under this negotiated procedure or pursued using the governing appellate procedure, but not both. For the purpose of this paragraph, an employee shall be deemed to have exercised his/her option when the employee files, in a timely manner, an action under the governing appellate procedure or the employee (or Union on behalf of the employee) files a timely grievance, in writing, under step 1 of this negotiated procedure.

10.05 A violation by the Employer of any of the time limits in this Article permits progression to the next immediate step in the grievance procedure. A violation by the aggrieved employee or the Union of any of the time limits may be recognized by the Employer as the grievance being dropped. All time limits may be extended by mutual consent. This paragraph does not apply to grievances filed by the Employer. In addition, if both parties agree, at any step of this grievance procedure, to use Alternative Dispute Resolution methods, the parties shall agree on a reasonable and necessary extension of applicable time limits.

10.06 An employee filing a grievance under this procedure may do so without representation, provided the Union is notified by the Labor Relations Officer and given the opportunity to be present at any meeting between the grievant and Management. Should an employee seek representation in filing a grievance, it will only be Union representation or representation approved by the Union. The parties recognize that if an employee does not choose to be represented by the Union, he/she may represent herself/himself. However, adjustments must be consistent with the terms of this Agreement, and the Union will be given the opportunity to be present at any formal proceedings.

10.07 The lodging of a complaint or the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or value to the organization. With respect to grievances alleging violation of BPA's Harassment-Free Workplace Program, both parties agree to adhere to BPA's policy that the existence, details, and outcome of the harassment allegation will not be disclosed to anyone who does not have an official need to know, in order to protect the privacy rights of both the complainant and the accused.

10.08 Grievance Procedure

- (a) The grievance must be presented within 30 calendar days from the act or occurrence of which the complaint is made, or within 30 calendar days of the date that the grievant becomes aware of the act or occurrence. The Union and the Employer may by mutual agreement extend these time limits.
- (b) A grievance must be in writing, with the aggrieving situation and supporting circumstances described in a factual manner to the best of the grievant's knowledge and free from deliberate, reckless untruth. The written grievance must contain:
 - (1) who the grievance is filed against;
 - (2) the identity of the grievant and where employed;

- (3) the action or omission being grieved and an allegation or statement of the basis for the grievance (i.e., an explanation of what occurred or failed to occur), the time and date, if appropriate, and an allegation of how, if known, the action or omission violates the employee's rights under the contract, or any law, rule, or regulation;
 - (4) if the Article 9 process was used, a brief statement of what was offered to the employee;
 - (5) the corrective action desired; and
 - (6) the name of the Union representative, if any.
- (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 Employer's Labor Relations staff. If necessary, the employee or representative may be requested to amend or revise the grievance and will be permitted 7 days to do so, during which time all other time lines are suspended.
- (d) A grievance, or a part of a grievance, may be withdrawn at any time.
- (e) Employee and Union Grievances

Step 1: The grievance must be submitted to the Labor Relations Officer. The Labor Relations Officer will provide to the Union a copy of any grievance that is received that does not designate a Union representative. The Labor Relations Officer will determine the appropriate management official to whom the grievance will be sent (typically, the first-level supervisor, unless the grievant has completed the Article 9 process, in which case it will be sent typically to the next higher level of supervision that has not been materially involved in the action(s) or omission(s) being grieved or any subsequent deliberations applicable to the subject grievance).

The designated official shall meet with the grievant and render a written decision to the grievant within 14 calendar days from the date the designated manager receives the grievance. If denied in whole or in part, the official's decision will explain the reasons for such denial. The official's decision shall be communicated to the

Labor Relations Officer who, in turn, will communicate it to the Union.

If the grievant is not satisfied with the decision, the grievant may advance the grievance in writing to the next step of the grievance procedure within 7 calendar days of receipt of the decision.

Step 2: The grievance must be submitted to the Labor Relations Officer, who will determine the appropriate management official to whom the grievance will be sent. Grievances will not be referred by the Labor Relations Officer to management officials who were materially involved in the action(s) or omissions(s) being grieved or any subsequent deliberations applicable to the subject grievance. The Labor Relations Officer will provide a copy to the Union. The grievance must contain an explanation as to why the grievant was not satisfied with the Step 1 results.

The designated official shall meet with the grievant and render a written decision to the grievant within 21 calendar days of receipt. If denied in whole or in part, the official's decision will explain the reasons for such denial. The official's decision shall be communicated to the Labor Relations Officer who, in turn, will communicate it to the Union. If the Union is not satisfied with the decision, the Union shall have 30 calendar days, after receipt of the decision, to invoke arbitration by written request to the Labor Relations Officer (except that any grievance regarding employee suggestions may not be advanced to arbitration).

(f) Employer Grievances

The Employer shall present a grievance concerning a particular act or occurrence within 30 calendar days of the date of the act or occurrence or within 30 calendar days of the date that the Employer became aware of the act or occurrence.

A grievance by the Employer shall be filed in writing and presented to the Union's Business Manager. The Union shall respond in writing within 21 calendar days of receipt of the grievance. If the Employer is not satisfied with the Union's response, the Employer shall have 30 calendar days, after receipt of the Union's response, to notify the Union in writing of any decision to invoke arbitration.

11. ARBITRATION OF GRIEVANCES

- 11.01 If the Employer or Union fail to settle any grievance processed under the negotiated grievance procedure, the grievance may be submitted to arbitration by either party within 30 calendar days after receipt of a final grievance decision.
- 11.02 Within 7 calendar days of the request for arbitration, the grieving party shall request the Federal Mediation and Conciliation Service to provide a list of seven impartial persons qualified to act as arbitrators.
- 11.03 The parties shall meet within 30 calendar days after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, the parties shall flip a coin to determine which party shall be the first to strike a name from the list. Alternate striking of names will result in a single name left to serve as arbitrator. The Federal Mediation and Conciliation Service will be requested to select an arbitrator if either party refuses to participate in the process.
- 11.04 Contact with the arbitrator shall not take place without participation or reasonable opportunity to participate by the Employer and the Union during the duration of the dispute.
- 11.05 If the parties fail to agree on a joint submission of the issue(s) for arbitration, each shall submit a separate submission in advance of the hearing and the arbitrator shall determine the issue(s) to be heard from among those submitted.
- 11.06 The arbitrator's fees and expenses shall be borne equally by the Employer and the Union.
- 11.07 The arbitration hearing will be held, if possible, on the Employer's premises, during the regular day-shift hours of the basic workweek. Employee participants shall be on official time if they would have otherwise been in a duty status.
- 11.08 The parties agree to exchange lists of witnesses not later than 14 calendar days prior to the scheduled date of the hearing. Witnesses called must have relevant testimony to the issues being heard. Either party may challenge the appropriateness of a witness. Disagreements will be provided to the arbitrator for resolution. When multiple employees have identical testimony, the parties will make every effort to seek stipulations to cover such testimony, or have depositions taken should travel be involved.
- 11.09 Any party desiring a verbatim transcript of the proceedings will bear the cost of such transcript. Should both parties desire a transcript, the cost shall be borne equally.

- 11.10 The arbitrator shall not have the power to add to, subtract from, or disregard any provision of this Agreement.
- 11.11 The arbitrator will be requested to render a decision as quickly as possible but not later than 30 calendar days after the conclusion of the hearing.
- 11.12 When an issue of grievability/arbitrability is part of the issue to be heard by the arbitrator, both issues will be heard at the same hearing. The parties may mutually agree to present grievability/arbitrability issues to the arbitrator by written briefs prior to a scheduled hearing on the merits of the case.
- 11.13 The arbitrator's decision shall be binding on the parties absent a filing of an exception to the Federal Labor Relations Authority (FLRA) that results in a decision impacting on the arbitrator's decision.
- 11.14 Any dispute over the interpretation or application of an arbitrator's decision shall be returned to the arbitrator for settlement, including remanded awards.

12. LABOR-MANAGEMENT COOPERATION

- 12.01 The Employer and the Union recognize that they have a common 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 meeting on an ad-hoc basis when requested by either party. Such meetings shall take place during day-shift working hours as a regular BPA activity.
- 12.02 In the interest of ensuring a cooperative relationship between the Employer and the Union, it is understood that prior to officially filing an Unfair Labor Practice complaint, the initiating party shall inform the other party in writing of their intent at least 10 calendar days in advance of filing such complaint. The advance written notice shall describe the circumstances of the dispute and both parties shall meet in good faith to attempt to resolve the issue prior to the 10-day notice expiring.
- 12.03 The Union acknowledges that the Employer has a continuing obligation to improve the efficiency and effectiveness of operations in accordance with the continuing guidance and express directives of the President, Congress, regulatory agencies, and regional interests. The Employer and the Union agree that BPA must meet its public responsibilities and must operate in a businesslike manner within a competitive environment. Hence, the Union agrees to promote the need, including encouraging employees, to find better and more efficient methods of performance.

12.04 In the course of applying applicable statutes, regulations, and policies, the Employer will be guided by the plain language and underlying intent of such rules. It is understood that interpretation, if needed, and application of such rules will occur in a manner that is fair and reasonable to both employees and the Employer.

13. EQUAL EMPLOYMENT OPPORTUNITY

13.01 The Employer and the Union agree to cooperate in providing equal opportunity to all qualified persons without regard for age, sex, race, religion, color, national origin, sexual orientation, or handicapping condition and to cooperate in removing any discriminatory barriers.

13.02 The Union may assist in the recruitment process by directing applicants to the employer without regard to age, sex, race, religion, color, national origin, sexual orientation, or handicapping condition.

13.03 The Union and the Employer disapprove of any harassment violating BPA's established harassment-free workplace policy and of any discrimination relating to age, sex, race, religion, color, national origin, sexual orientation, or physical/mental disability. The Employer and the Union mutually agree to work cooperatively in providing all employees with a workplace free of harassment, including sexual harassment, and equal employment opportunity for all persons without regard for age, sex, race, religion, color, national origin, sexual orientation, or physical/mental disability. The Employer and the Union will, consistent with diversity goals, promote full realization of equal opportunity through a positive and continuing affirmative action program.

14. FACILITIES AND SERVICES PROVIDED

14.01 The Employer will post to the Union Web site:

- (a) Access to BPA Manual Chapters and Personnel Letters;
- (b) A list of bargaining unit employees updated quarterly showing each employee's name, duty station, title, grade level, and mail routing; and
- (c) Access to all BPA vacancy and interest announcements.

14.02 Space on bulletin boards and a Web site identified and established by the Employer shall be made available to the Union for posting of Union information. The Web site will be accessible to Union members and its business offices through both internal and external web servers. The Employer will instruct new employees in access to the Union Web site. The Union is responsible for posting, maintenance, and removal of its material. The Union shall comply with the following in posting its material:

- (a) It is properly identified as material sponsored or posted by the

Union;

- (b) It is limited to matters of direct concern to employees in relation to the Union or to BPA;
- (c) It shall not be scurrilous, libelous, or of a partisan political nature; and
- (d) It shall not be for social or Union organizational purposes.

14.03 The Employer shall provide the Union one parking permit for use at the BPA Headquarters Building by visiting union officials while on official business, subject to the following conditions:

- (a) The permit shall be made available subject to the needs of BPA and the Employer may withdraw the use of such permit should it become essential for the proper and efficient conduct of BPA business as determined by the Employer.
- (b) The use of this permit shall be governed by any existing or future laws, rules, or regulations.

14.04 The Union may schedule the use of conference rooms for labor management purposes, such as preparations for negotiations or grievance processing.

14.05 Union representatives may use the BPA internal mail system and FTS telephone system for communication to members of the bargaining unit, and also use external mail systems with business agents, for representational reasons other than internal union business.

BPA agrees to permit distribution of notices and circulars sponsored by the Union to all employees in the Bargaining unit through normal internal mail distribution facilities provided:

- (a) They be reasonable in size;
- (b) They are properly identified as material sponsored by the Union;
- (c) They contain nothing that would identify them as official BPA material or imply they are sponsored or endorsed by BPA;
- (d) They are limited to matters of direct concern to employees in relation to the Union or to BPA;
- (e) That no significant staff time or other costs are required; and
- (f) the material distributed is not for organizational, political, or social purposes.

Distribution cannot be for organizational, political, or social purposes.

14.06 Upon request of an Employee, a union representative will consult and participate on the adequacy of the Employee's workspace.

15. CHARITY DRIVES

15.01 The Employer and Union agree that bargaining unit employees will be encouraged to participate in worthwhile charity drives; however, no employee will receive pressure to contribute to a charity to which the employee does not wish to contribute. The parties also agree that no rights or privileges that would otherwise be extended to any employee in the unit will be withheld, nor any reward be given or reprisal be made against any employee who contributes or refrains from contributing to any charity drive.

16. SAFETY AND HEALTH

16.01 The Employer has an obligation to comply with applicable 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.

16.02 Employees have an obligation to comply with the safety rules of the Employer.

16.03 The Union joins the Employer in support of safety and accident prevention. Stewards shall promptly, upon receipt, in their Union capacity, of reports of unsafe acts or working conditions from employees, report such findings, through the Labor Relations Officer, to the Safety Officer, along with recommendations for corrective measures of any unsafe conditions discovered.

16.04 Passenger vehicles will be equipped with air-conditioning and an AM/FM radio. Tire chains, cable chains, and/or studded tires, will be provided at management's discretion when weather conditions warrant. An ice scraper and de-icer chemical shall be provided during periods of winter weather; however, the driver will be responsible for ensuring these items are in the vehicle. Cruise control will be provided on newly acquired or leased passenger vehicles routinely used for long-distance driving of 100 miles (round trip) or more per trip.

16.05 Permanently staffed work facilities provided by BPA will meet all applicable OSHA standards for cleanliness and safety.

16.06 All permanently staffed BPA facilities shall have eating areas with tables, and chairs or benches, in good repair.

17. HOURS OF WORK

17.01 The standard workday for full-time employees shall normally consist of 8 hours per day.

17.02 The standard workweek for full-time employees shall normally consist of 40 hours, including 5 consecutive standard workdays, normally Monday through Friday.

17.03 Deviations from the standard workday and workweek can be made by the Employer to meet work requirements, but as much notice as practicable will be given to the employees affected.

17.04 The current work schedule (AWS) used for Power Schedulers shall remain in effect. Either management or the Union may terminate the AWS and return the employees to a 8-hour shift schedule by giving notice from 30 to 90 days prior to any anniversary date of this Agreement. Upon such notice, employees will be returned to an 8-hour shift schedule at the beginning of the first pay period on or after the anniversary date. Both management and the Union may mutually agree to revision or termination at any time.

17.05 Employees may request to work credit hours on a regular basis in order to accrue sufficient credit to take subsequent work days off, either periodically or on a regular basis. The Employer shall consider and approve such requests subject to the following determinations made by the Employer:

- (a) That the work performed to earn credit hours is at least as beneficial to the organization as time worked during regular hours;
- (b) That the employee's periodic or regular absences, due to using credit hours, do not unduly interfere with meeting the work demands of the organization;
- (c) If multiple requests for periodic or regular absences occur within a work unit, that the absences are scheduled in a manner that permits adequate office/activity coverage.

18. DISCIPLINARY AND ADVERSE ACTIONS

18.01 Disciplinary or adverse action will be consistent with applicable laws and regulations governing such actions.

18.02 When a letter of proposed disciplinary or adverse action is presented to an employee, he/she shall have the right to Union representation to answer such proposed action. When an employee is disciplined or when a letter of proposed disciplinary or adverse action is presented to an employee, he/she shall have the right to Union representation. With respect to such proposed actions, no final decision shall be made by the Employer until at least 10 days after the letter of proposal has been delivered to the employee.

18.03 In the event the employee is issued a notice of decision on a disciplinary action or adverse action which is unfavorable to the employee, the employee may seek the assistance of the Union in appealing the disciplinary or adverse action.

19. REDUCTION IN FORCE

- 19.01 The Employer agrees to notify the Union and affected employee(s) of any reduction in force as far in advance as practicable under the circumstances, to conduct such reductions in accordance with applicable laws and regulations, including providing adversely affected employees with all benefits, including grade and pay retention, to which they are entitled under applicable regulations.
- 19.02 Once a specific reduction-in-force proposal is prepared by the Employer, the parties will diligently meet their bargaining obligations regarding matters that are not otherwise addressed in this Article.
- 19.03 The Employer agrees to register adversely affected employees in programs operated for the purpose of making applications of displaced Federal employees available to other Federal agencies.
- 19.04 The Employer will consider any employee, who has received a notice of separation, for any vacant position in the same commuting area, provided the employee meets minimum qualification requirements.
- 19.05 The Employer will permit an employee, who has received a notice of separation, excused absence for the purposes of interviewing or taking tests for job opportunities outside of BPA, provided that the employee presents reasonable evidence that a bona fide opportunity exists. Supervisors will also consider excused absence, subject to the same conditions in the preceding sentence, for employees who might be displaced from their competitive levels. The total amount of excused absence granted under this paragraph may not exceed 40 hours in a calendar year.

20. POSITION CLASSIFICATION

- 20.01 Position descriptions reflect the major duties which are officially assigned and actually performed on a regular and recurring basis.
- 20.02 Each employee will be provided a copy of his/her official position description, as soon as possible after date of entrance on duty, and will be furnished all subsequent changes.
- 20.03 An employee may appeal at any time, the current classification (title, series, grade, and/or pay category) of his/her official position through the appropriate appeals procedure.
- 20.04 Except for reorganizations, a supervisor will consult with the incumbent of a position when the supervisor modifies the duties in the position description for the employee's existing position. Such consultation will

occur before the position description is finalized. An employee may request the participation of a Union representative during any such meeting the supervisor has with the employee.

20.05 The Employer will consult with the Union when the Employer develops or modifies a program to classify any professional occupational group.

21. TRAINING

21.01 The Employer and the Union agree that the training and development of employees within the bargaining unit is a matter of significant importance. The Employer will, as funds and work schedules permit, make available to employees the training and development it deems necessary for the effective performance of employees. Work assignments in new or different subjects are an example of potential development opportunities.

21.02 When formal training is given primarily to prepare an employee for promotion to a position for which the employee would be required to competitively compete, selection of the employee for such training will be made under competitive promotion procedures.

21.03 When approved by supervision and where allowable by law and regulation professionals may:

- (a) Be allowed official time during normal work hours for Continuing education, refresher courses, and examinations in order to meet qualifications for State professional registration, or other professional certification requirements, related to their jobs, and receive reimbursement for such costs;
- (b) Be allowed to take educational classes related to their jobs and receive reimbursement for the classes, consistent with published BPA academic grading criteria policy, and also be allowed to take such classes on official time during normal work hours when such attendance, as determined by supervision: (1) does not unduly disrupt work; and (2) will assist the Employer in meeting future staffing needs for which the Employer anticipates difficulty in recruiting or retaining necessary skills;
- (c) Receive reimbursement not to exceed \$400.00 per year for the dues and fees of membership in professional associations related to their jobs (this excludes payments that enable an employee to meet minimum qualifications for his/her position and also excludes payments for occupational license fees);

- (d) Attend meetings of professional organizations related to their jobs on official time and be reimbursed for the fees and expenses of such attendance and;
- (e) Be allowed official time to give talks on professional matters at local schools, service organizations and other like events, when it is in the interest of BPA.

21.04 Within 30 calendar days of receipt of a request for payment of professional dues, management will decide whether to approve the request and will notify promptly the employee of its decision. If management decides not to approve payment of the dues, the employee will be given the reasons for which payment has been denied. If management decides to approve payment, management will forward the request for payment promptly.

22. OVERTIME

22.01 Overtime will be paid in accordance with the provisions of applicable laws and regulations.

22.02 It is understood that the assignment of overtime work is a function of Management and is done to ensure mission accomplishment. Both the Union and the Employer recognize that it is in both parties' best interest to assure that work is scheduled efficiently in order to minimize the need for overtime. Overtime shall be assigned taking into account the skills and knowledge needed to perform the job efficiently and, secondarily, it is desirable to spread such overtime work amongst qualified employees in a manner so as to avoid excessive overtime for any individual employee. The Employer will attempt to avoid overtime for employees who are fatigued due to working extended hour for the Employer. An employee may, upon request, be released from overtime, provided her/his reasons are acceptable to the supervisor and another qualified employee familiar with the work is available. The Employer agrees to give an employee as much advance notice as practicable when the employee is required to work overtime.

22.03 The Employer will normally order performance of overtime work in advance. The Employer may also approve overtime after it is worked. If an employee works overtime without advance approval from the Employer, the Employer will assess the need and justification for the overtime work. If such work met the present needs of the Employer, as determined by the management official authorized to approve overtime, it shall be approved. However, it is further understood that the Employer has the authority to order an employee to not work overtime under any circumstances if the priority of an employee's work assignments do not warrant overtime work, if the employee's work performance is not at a successful level, or if the employee is otherwise not performing productively while in a duty status.

22.04 The Employer agrees to make relevant overtime records available for joint review by the Employer and the Union when there is a complaint or grievance regarding overtime.

22.05 Both the Union and the Employer recognize that it is in both parties' best interest that all management-ordered or -approved overtime be compensated.

22.06 Employees may, at their option, elect compensatory time off in lieu of paid overtime (except those employees on a fixed work schedules must be paid for overtime that is regularly scheduled overtime). However, supervisors may require that irregular or occasional overtime earned by an exempt employee whose rate of basic pay exceeds the maximum equivalent rate of basic pay for GS-10 be paid as compensatory time off rather than as paid overtime.

22.07 An employee who performs overtime work on a normal non-work day shall receive overtime pay for the overtime worked. A minimum of 2 hours overtime will be paid as required by law for those employees called to work if they would otherwise have had the day off.

23. TRAVEL

23.01 Employees required to travel shall be subject to the requirements, including reimbursement rules, of applicable regulations and BPA policy.

23.02 Insofar as practicable, unit employees should not be required to travel during non-duty hours. If it is necessary for an employee to travel outside regular working hours and such travel does not qualify for overtime pay, the reasons for ordering travel at those hours will be recorded. A copy of the statement will be available at the employee's request.

23.03 BPA will provide for the advancement of funds to employees for travel expenses limited to the estimated out-of-pocket expenses to finance required travel, in accordance with applicable regulations and BPA policy. Such advances are to be reserved and used solely for job-related travel purposes and refunded when no longer needed for such purposes, or as determined by BPA.

23.04 The Employer and bargaining unit employees have a shared interest in processing travel vouchers in a timely manner. Therefore, employees are expected to provide needed information regarding their travel expenses within 2 weeks of completing travel. Such information is provided to the supervisor or designated support staff. Within one calendar month of the time an employee provides such information, management will have the required travel vouchers completed, or will allow the employee time to complete his own voucher, and will forward the voucher in due form to the BPA Travel Section or other designated auditing and processing section.

23.05 Under limited conditions, an employee traveling on official business may transport non-official passengers in a government owned, leased, or privately owned vehicle. Such transportation must have advance management approval and is governed by applicable government regulations and BPA policy.

23.06 Employees on official travel who are using a privately-owned vehicle may voluntarily return to their residence or official duty station during non-work hours or on a non-work day, provided that the supervisor determines that the work situation permits such release. Such employees will be reimbursed their full transportation costs (mileage) without regard to the amount of per diem saved. Subject to the supervisor's approval, a government-owned or -leased vehicle may be used at Government expense to return to the official duty station.

23.07 Employees on official travel who are working more than 250 miles from their official duty station or residence will be permitted to use commercial transportation at the Employer's cost to return to such duty station or residence, provided that such travel will occur no more often than once every 30 days (initially only after 30 days in a travel status) and occurs during non-work hours/days.

23.08 When an employee is on official travel and airline or lodging reservations are not made accurately by someone else, BPA shall reimburse the employee for reasonable expenses, consistent with applicable regulations, incurred by the employee to secure alternate air travel or lodgings. In such cases when the employee discovers such a scheduling error, the employee is responsible for making arrangements at the least cost to the government that does not substantially inconvenience the employee.

24. CONTRACTING OUT

24.01 The Union will be notified in advance of any contracting out determination made that has an adverse impact on bargaining unit employees, including contracting out of a permanent BPA position. If the Union requests an opportunity to discuss the matter within 5 work days of receipt of the notification, such discussion will be held within 2 weeks of receipt of such request, after which management's final decision will be made and announced to the Union.

24.02 Arrangements for employees adversely affected by the contracting out of work will be communicated to the Union prior to such arrangements being implemented.

25. ANNUAL LEAVE

25.01 Annual leave may be allowed at any time during the year having due regard for the Employer's needs. An employee's request to take annual leave normally will be granted when the employee has given advance notice acceptable to his/her supervisor, unless such absence would cause an undue interruption of work. Requests for annual leave for emergency reasons will be approved upon submission of an explanation acceptable to the supervisor. When written requests for annual leave are denied, the employee will be notified in writing of the reasons for denial, upon request by the employee.

25.02 Except in emergencies, all annual leave must be requested with sufficient time to allow the Employer an opportunity to arrange, as needed, for work to be redistributed.

25.03 Supervisors and employees have a joint responsibility to monitor leave balances to avoid excess leave balances at the end of the leave year that might result in loss of accrued leave. Employees, whose leave balances are such that loss of accrued leave might occur, will be counseled by the supervisor in regard

to scheduling the reduction of such excess leave. In addition, the supervisor will work with the employee to identify options for using or restoring such leave. Supervisors and employees have a joint responsibility for reading and understanding reminders that are published to all employees, advising them of the requirements that must be met in order to restore any such leave that is lost.

- 25.04 Employees who have requested annual leave 30 days or more in advance and had it approved, shall not have their choice of time disturbed to accommodate an employee who must use or lose annual leave.
- 25.05 The Employer agrees to grant annual leave to each employee on their birthday if desired by the employee unless such absence would cause an undue interruption of work.
- 25.06 Employees are authorized to use annual leave in accordance with the provisions of the Family and Medical Leave Act.
- 25.07 Supervisors shall make good faith efforts to enable an employee to use up to 5 days of annual leave for the following situations:
- (a) For situations covered by the Family Friendly Leave Act (such annual leave is in addition to an employee's entitlement to use sick leave under such Act);
 - (b) In connection with the employee's marriage;
 - (c) In connection with a court hearing regarding the employee's divorce or custody of the employee's child.
- 25.08 Any employee request for annual leave on a workday that occurs on a religious holiday, associated with the employee's religious faith, will be approved unless such absence would cause an undue disruption of work.

26. SICK LEAVE

- 26.01 Employees who are unable, because of illness or injury, to report for duty will notify their supervisor, or other office staff if the supervisor is unavailable, as soon as practicable, considering the employee's physical condition. An individual employee who is placed under "leave control" procedures via written instructions from a supervisor, due to excessive use or suspected abuse of leave by that employee, shall follow such instructions for notifying his/her supervisor of any absence due to illness or injury.
- 26.02 The Union recognizes the importance of sick leave and the obligation of the employee, as well as the advantage to him/her, to utilize it only in the following circumstances: When incapacitated for the performance of duty by sickness or injury; for valid medical, dental, or optical appointment; and for other

uses authorized by applicable regulations. The Union therefore agrees to support the Employer in efforts to eliminate unwarranted or improper use of sick leave. Employees are also entitled to use sick leave in accordance with the provisions of the Family and Medical Leave Act and the Family Friendly Leave Act.

26.03 Employees may be required to furnish administratively acceptable evidence to substantiate a request for approval of sick leave if such leave exceeds three consecutive workdays. Employees shall not be required to furnish a medical certificate to substantiate a request for approval of sick leave if such leave is three days or less, except in individual cases where there is reason to believe the employee is abusing sick leave. In such cases, a supervisor may require an employee to furnish a medical certificate or administratively acceptable evidence for any future period of sick leave used by the employee, after the supervisor gives him/her notice of the requirement.

27. COURT LEAVE

27.01 An employee (other than intermittent) is entitled to Court Leave to the extent necessary to serve on a jury or to participate in judicial proceedings in a non-official capacity as a witness on behalf of a State or local government.

27.02 Upon being notified an employee needs Court Leave, the Employer will advise the employee of the entitlements which are relevant to the employee in his/her particular situation.

28. LEAVE WITHOUT PAY

28.01 LWOP is not a matter of right to employees except as provided by the Family and Medical Leave Act. However, employees may request LWOP and will have such requests duly considered by the Employer.

28.02 Among reasons for which LWOP may be granted is for the purpose of serving on a temporary basis as an officer or representative of the Union.

28.03 Requests for LWOP are to be submitted through normal supervisory channels.

29. EXCUSED ABSENCE

29.01 When voting polls are not open at least three (3) hours either before or after an employee's regular hours of work, then the employee will, upon written request, be granted an amount of Excused Absence by the supervisor which will permit the employee to report for work up to three (3) hours after the polls are open or leave work up to three (3) hours before the polls close, whichever requires the lesser amount of time.

29.02 Employees may be excused for the purpose of registering to vote on the same basis as for voting, provided that they cannot register during a non-duty day. Except in emergencies, the Employer shall not assign employees to duties away from their headquarters on election day without having provided the employee an opportunity to vote at the poll or by absentee ballot.

29.03 Employees participating in blood donor programs will be excused for up to four (4) hours on the day such a donation is made. The purpose for the excused absence is to allow the employee to participate in the program without loss of pay or charges accruing against leave accounts.

30. HOLIDAYS

30.01 Eligible employees shall be entitled to all holidays that are now established by law and those that may be added by law or designated by Executive Order.

30.02 On a holiday or day designated as a holiday, which the employee is not required to work, an eligible employee shall receive pay at the employee's basic rate of pay, plus any appropriate premium pay, for the employee's scheduled tour of duty.

30.03 An eligible employee who performs work that is not overtime work on a holiday, or a day designated as a holiday, shall receive, in addition to the pay the employee would normally receive, holiday pay at a rate equal to the employee's basic rate of pay.

31. PROMOTIONS

31.01 The Employer will temporarily promote an employee who is, or was, assigned to a higher-graded bargaining unit position for 21 calendar days, or more, provided that the employee meets the qualifications and time-in-grade requirements and is assigned the full range of the duties and responsibilities of the higher-graded position. The effective date of the promotion will be the first full day that the employee serves in the higher-graded position. Temporary promotions will not be made when the period of service in the higher-graded position is less than 21 calendar days.

31.02 Minimum open periods for vacancy and interest announcements shall be determined by management, with due consideration to factors such as business needs, including need for expedited filling of positions, as well as employee needs for sufficient time to complete and submit applications. Except in cases of emergency, vacancy and interest announcements for positions or details of more than three months will be posted at the web site identified in paragraph 14.01(c) at least 10 calendar days before the closing date.

31.03 The Employer shall continue to establish and maintain a competitive technical career path development and staffing program, providing for advancement of covered professional positions up to and including grade 15 based on agency mission needs. The Employer will consult with the Union throughout any modification of the program.

31.04 Whenever a recruiting bulletin is issued to fill a position, a vacancy announcement corresponding to the recruiting bulletin will be issued at approximately the same time. In such cases, a recruiting bulletin shall not be offered

at lower grade or qualifications levels than is announced in the corresponding vacancy announcement.

32. PERFORMANCE

32.01 Employees will receive a written performance appraisal, normally completed on an annual basis, in accordance with the BPA Performance Appraisal System and applicable regulations. Performance appraisals will be discussed with employees in private. Informal discussions between the employee and the supervisor concerning performance are a normal part of supervision and should occur throughout the appraisal period.

32.02 Supervisors will give employees a reasonable time in which to bring their performance up to an acceptable level before proposing a reduction in grade or removal from their positions under Part 432 procedures in title 5 of the Code of Federal regulations.

33. EMPLOYEE PAYMENTS

33.01 Electronic Funds Transfer (EFT) shall be the primary method for paying employees, including salary as well as other payments, as determined by management. In addition to mandatory exclusions from this policy set by statute or regulation, other exclusions from this policy, 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.

34. UNION STEWARDS

34.01 The Employer will recognize a reasonable number of stewards designated from the bargaining unit by the Union to represent unit employees. The Union shall provide the Employer, in writing, and shall maintain with the Employer on a current basis, a complete list of all authorized stewards, together with the work location of each steward and the designation of the group of employees or area each is authorized to represent. It is agreed by the Union and the Employer that the interests of both parties will be best served by developing a climate of mutual respect and good working relationships within the ranks of their respective representatives

34.02 In order to reduce the amount of time away from their respective work areas, employees and union representatives will have access to the Employer's telephone system to contact each other and conduct brief conversations. However, the use of the telephone will be limited to labor-management business.

35. CONTINUITY OF WORK

35.01 It is understood and agreed that the employees and Union covered by this Agreement do not have any rights individually or collectively to call or engage in a strike, work stoppage, or slowdown, or otherwise interfere by concerted action in any way with the expeditious accomplishments of assigned work or the public purposes for which the Bonneville Power Administration has been

established, or condone any such activity by failing to take affirmative action to prevent or stop it.

36. PRINTING AND DISTRIBUTION OF THE AGREEMENT

36.01 Following approval of this Agreement, the Employer shall make an electronic copy available to the Union. The Union is permitted to electronically transmit it to bargaining unit employees via the Employer's e-mail system.

37. DUTY STATIONS

37.01 Each employee shall be assigned an official permanent duty station. Changes therein may be made at the option of the Employer to carry out its mission.

37.02 Thirty days written notice shall be given in case of a change of official permanent duty station for an employee outside of his/her current commuting area that is ordered by the Employer. The Employer agrees to consider requests for extensions. If the Employer is unable to accommodate the employee, the Employer shall document the reasons for the denial in writing and provide a copy to the employee. In the event that the employee believes that such change in duty station would present a significant and enduring hardship to the employee, the employee may request that the Employer consider such hardship and reconsider its decision. If the Employer is unable to accommodate the employee, the Employer shall document the reasons for the denial in writing and provide a copy to the employee.

37.03 Temporary duty stations may be established by the Employer where suitable board and lodging can be obtained or provided. As much notice as is practicable shall be given for assignment to a temporary duty station.