

**BASIC LABOR-MANAGEMENT AGREEMENT**

**between the**

**BUREAU OF RECLAMATION  
PACIFIC NORTHWEST REGION  
GRAND COULEE POWER OFFICE  
UNITED STATES  
DEPARTMENT OF THE INTERIOR**

**and the**

**INTERNATIONAL ASSOCIATION OF FIRE  
FIGHTERS  
LOCAL UNION F-304**

**BASIC AGREEMENT**

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## **PREAMBLE**

In accordance with the Federal Service Labor-Management Relations Statute (Title VII of the Civil Service Reform Act of 1978) (5 USC Chapter 71) hereinafter referred to as the Statute, this basic labor-management Agreement, hereinafter referred to as the Agreement, is made by and between the Bureau of Reclamation's Grand Coulee Power Office, Grand Coulee, Washington, hereinafter referred to as the Employer or Management, and the International Association of Fire Fighters, Local No. F-304, hereinafter referred to as the Union or Local.

The intent and purpose of this Agreement is to promote and improve the effectiveness and efficiency of the Grand Coulee Power Office and the well-being of its employees such that all employees will be treated within the meaning of the Statute. The parties hereto concur that this can best be accomplished by means of amicable discussion, adjustment of matters of mutual interest, and through the establishment of common understanding relative to personnel policies, practices, procedures, and matters affecting working conditions, except those excluded by the Statute.

In the administration of all matters covered by this Agreement, the Employer and the Union and the employees are governed by applicable Federal laws, executive orders, and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual, published Departmental and Bureau policies and regulations in existence at the time this Agreement was approved, and subsequently published Department and Bureau policies and regulations required by law or regulation.

This Agreement applies only to those employees in the bargaining unit and cannot cover or impact in any manner persons or positions not within the coverage of the certification of representative.

Now therefore, the parties agree as follows:

**ARTICLE 1**  
**RECOGNITION AND UNIT DETERMINATION**

**Section 1.1** The Grand Coulee Power Office hereby recognizes that the International Association of Fire Fighters Local F-304 is the exclusive representative of all employees in the bargaining unit as defined in Section 1.2.

**Section 1.2** The bargaining unit to which this Agreement shall apply is defined in the Certification of Representative issued by the Federal Labor Relations Authority, San Francisco Regional Office, San Francisco, California, June 9, 2005, Case No. SF-RP-05-0004, as follows:

INCLUDED: All fire department personnel in the GS-0081 series of the Grand Coulee Power Office, Grand Coulee, Washington, Department of the Interior, Bureau of Reclamation.

EXCLUDED: Management officials; supervisors; employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7); student temporary hires; and all employees in existing bargaining units.

**ARTICLE 2**  
**PROVISIONS OF LAW AND REGULATION**

The administration of all matters covered by this AGREEMENT shall be conducted in accordance with existing and/or future applicable law, rule, and regulations.

### **ARTICLE 3**

#### **MATTERS APPROPRIATE FOR DISCUSSION AND NEGOTIATION**

It is agreed and understood that matters appropriate for discussion and negotiation between the parties are personnel policies, programs, and procedures related to working conditions and that are not excluded by the Federal Service Labor Management Relations Statute.

## **ARTICLE 4 MANAGEMENT RIGHTS**

**Section 4.1** Nothing in this AGREEMENT shall affect the authority of the Employer to:

- a. Determine the mission, budget, organization, number of employees, and internal security practices of the Grand Coulee Power Office; and
- b. In accordance with applicable laws:
  1. To hire, assign, direct, layoff, and to retain employees within the unit covered by this AGREEMENT, or to suspend, remove, reduce in grade or pay, or to 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 operations will be conducted;
  3. With respect to filling positions, to make selections for appointments from properly ranked and certified candidates for promotion or any other appropriate sources; and
  4. To take whatever actions which may be necessary to carry out the Grand Coulee Power Office mission during emergencies.

**Section 4.2** Nothing in this AGREEMENT will preclude the Employer and the Union from negotiating:

- a. 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;
- b. Procedures which the Employer will observe in exercising any authority under this section; or
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by the Employer.

**Section 4.3** When a proposed action will have an adverse impact on bargaining unit employees, the Employer will notify the Union of the proposal prior to implementation.

## **ARTICLE 5**

### **RIGHTS OF EMPLOYEES**

**Section 5.1** The Employer agrees that there will be no restraint, interference, coercion, or discrimination against any employee because of the performance of duties/responsibilities under this AGREEMENT. Nothing in the AGREEMENT shall require 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. The freedom of such employee to assist the Union shall be recognized as extending to participation in the management of, and acting for, the Union in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority.

**Section 5.2** Each employee has the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, and regulations.

**Section 5.3** Bargaining unit employees have the right to consult with a Union representative and to be represented in a grievance, disciplinary or adverse action, or complaint.

## **ARTICLE 6**

### **UNION REPRESENTATION**

**Section 6.1** The Union, as the representative of all unit employees, shall have the right and responsibility to present its views to the Employer orally or in writing in accordance with the terms and conditions of this AGREEMENT. The union is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to Union membership.

**Section 6.2** The Union shall be given the opportunity to be represented at:

- a. Any formal discussion between one or more representatives of the Employer and one or more employees in the bargaining unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment; or
- b. Any examination of an employee of the bargaining unit by a representative of the Employer in connection with an investigation if:
  1. The employee reasonably believes that the examination may result in a disciplinary action against the employee; and
  2. The employee requests representation.

**Section 6.3** Reasonable time during work hours will be granted to Union representatives and aggrieved employees for attendance at meetings with the Employer. Reasonable time will also be allowed for representatives to meet with employees to discuss grievances and other appropriate matters covered by this AGREEMENT. Reasonable time for representational purposes depends on the facts and circumstances of each case.

**Section 6.4** The Union will provide the Human Resources Office and Project with a roster of Union officers and stewards annually. The Union will notify the Human Resources Officer and Project Official in writing of any changes in the designation of officers and stewards. The roster will indicate the representative position in the Union and telephone extension of the listed individuals. The parties agree they will not restrain, interfere, or coerce an employee or Union officer or steward because of the exercise of their rights under Title VII of the statute or for the performance of representational duties properly assigned under this AGREEMENT.

**Section 6.5** Subject to security and safety regulations, non-employee Union representatives may visit a fire station to consult with a steward or elected representative. Prior to entering such places of work, the Union shall contact the Office of the Power Manager and reach agreement on the extent and length of such visits.

**Section 6.6** Upon request, the Employer agrees to make a room available to the Union for the purpose of holding regularly scheduled meetings, during non-duty hours of the Bureau (i.e., lunchtime or after duty hours) unless preempted by the needs of the Bureau. All requests will be made through the Administrative Officer in writing fifteen (15) workdays in advance. The use of the room will have no disruptive or distracting effect on the business of the Bureau. The Union agrees to comply with safety and security regulations concerning the room made available and

agrees to leave the room in a neat and orderly fashion upon conclusion of its meeting.

**Section 6.7** The Employer agrees to inform all new employees covered under this collective bargaining AGREEMENT of the Union's exclusive recognition. The Employer agrees to make all newly hired bargaining unit employees available for contact with the Union during the employee's orientation period. This orientation will be in person, will be brief (15-20 minutes) and will be held in the employee's duty station. Normally, the Union representative at the employee's duty station will conduct the orientation. It is agreed and understood that such meetings will not be for the purpose of recruiting or soliciting new members. A representative of the Office may attend such meetings but will not actively participate unless so invited by the Union. The Employer will notify the Union of duty assignment and shift of all newly hired bargaining unit employees.

**Section 6.8** The Employer agrees to notify the Union of any survey or questionnaire initiated by the Project or Region which is to be distributed to unit employees. The Employer will provide the Union an opportunity to review the questionnaire and submit comments prior to distribution. Upon request, the results of the survey or questionnaire will be provided to the Union.

## **ARTICLE 7 LEAVE**

Employees (excluding intermittent employees) have the right to accrue and use leave in accordance with appropriate laws, polices and regulations. Supervisors have the right to approve or disapprove leave.

In an emergency situation which precludes advance request and approval, the employee will contact the first line supervisor and request leave prior to the beginning of the employee's shift on the first day of absence or as soon thereafter as possible. If the first line supervisor is not available, the second line supervisor will be so notified. In emergency situations, employees will describe the emergency and give an estimate as to how long they will be absent. Employees should state the type of leave requested (annual leave (AL), family-friendly sick leave (FFLA), sick leave (SL), leave without pay (LWOP), or family and medical leave act (FMLA). Employees are responsible for providing the Employer with the appropriate documentation to support these requests.

### **Section 7.1 Annual Leave**

- a. Employees will request annual leave by means of the form OPM-71 sufficiently in advance to allow prior supervisory approval or disapproval, which shall be based upon the needs of the activity and consideration of the employee's request. When employees can be spared from their duties, annual leave may be granted.
- b. While the parties agree it is desirable to avoid forfeiture of leave, the employee is responsible to request use-or-lose leave in a timely fashion in order to preclude end-of-year forfeiture.
- c. When a request for annual leave has been denied, the employee will be notified of the reason(s) for denial.

### **Section 7.2 Sick Leave**

- a. The parties agree that sick leave should be used for legitimate purposes and is not to be abused. Each employee is expected to use the minimum amount of sick leave necessary for obtaining treatment or examinations.
- b. Employees in need of unscheduled sick leave will request the leave from the first line supervisor on duty prior to beginning of their scheduled shift on the first day of the absence. If the first line supervisor is not available, the employee will speak to the second line supervisor. The employee will explain the necessity for the leave, state whether regular sick leave or family-friendly sick leave (FFLA), indicate when they expect to return to duty, and advise how he/she can be contacted. Notifications from persons other than the employee will not meet the requirements of this Section unless the employee is not medically capable of doing so personally.
- c. When an absence under this article will extend beyond the original time estimated under section (b) of this article, the employee will report this to the Employer before the end of

the original estimated period of time. The employee will indicate the reasons for this continued absence and the anticipated date of return to duty.

- d. An employee may request to use annual leave or leave without pay in lieu of sick leave.

**Section 7.3 Leave without Pay**

- a. Employees may request leave without pay in accordance with applicable laws and regulations.
- b. Requests for leave without pay shall be in writing, shall justify and explain the need, and should be submitted at least thirty (30) calendar days prior to the time for which the leave has been requested.
- c. An employee on approved leave without pay shall accrue all applicable rights and privileges as provided by regulations.

**Section 7.4 Leave for Union-Sponsored Training**

- a. Subject to workload requirements, the Employer agrees to grant a reasonable amount of official time to Union officials and stewards to attend Union-sponsored training subject to the Union presenting a detailed agenda four (4) weeks in advance of the training sessions when requesting official time under this article. The Employer and Union agree that this excused absence must be based on a determination by the Employer in each case that the subject matter is within the scope of labor-management relations, and of a mutual concern. There must be a finding that the government will derive benefit or that the government's interest will be served by the employee's attendance. At no time will official time be allowed for the any portion of training that pertains to internal business of the union. Additionally, the Employer retains the right to determine in each instance whether the employee's presence can be spared from work during the time requested.
- b. The Employer agrees to consider requests for annual leave or leave without pay for purposes of attendance at such training or for attendance at other Union functions when such leave is requested in accordance with Section 1 of this Article.

**Section 7.5 Other Leave**

- a. Court leave, whether for jury duty or service as a witness, will be administered in accordance with applicable regulations. The employee must inform his/her supervisor of the need for court leave as soon as it is known.
- b. An employee released from jury duty or service as a witness will normally report for duty to complete their regularly scheduled shift. Employees released from court prior to the conclusion of their shift and who are required to return to court the following day shall be excused for the remainder of that shift.

## **ARTICLE 8 HOURS OF WORK**

**Section 8.1** Tours of duty will be scheduled in advance of the administrative workweek for a period of not less than one (1) week. In addition to the above, the tour of duty will be forecast and posted for a 3-month period. Changes to an employee's tour of duty will normally be made by giving the affected employee one (1) week advance notice except where the change is driven by workload considerations or where the Employer determines that the organization would be adversely impacted in carrying out its functions or that costs would be substantially increased. In these cases, the minimum notice is prior to the beginning of the administrative workweek. The Employer continues to retain the right to change an employee's shift.

**Section 8.2** For employees engaged in fire suppression activities, the tour of duty normally is six (6) alternate 24-hour shifts per biweekly pay period. Employees will have the discretion to deviate from the normal lunch period due to unscheduled work assignments or emergencies. The 24-hour shift will be divided into an actual work period of 8 hours and a standby period of 16 hours.

When station duties, training, meetings, special projects, etc., must be scheduled outside the normal work hours, management will notify the affected employees as soon as possible.

**Section 8.3** Two employees desiring to trade time will request to do so in writing, prior to the beginning of the workweek, provided:

- a. The trade of time shall fall in the same pay period for both employees.
- b. Both employees share related job descriptions.

The Employer will make the determination of approval for trading of time and will normally consider such a request on a first-come, first-served basis.

**Section 8.4** For employees engaged in fire inspection activities, the basic 40-hour workweek is scheduled on 5 days (Monday through Friday), and the two (2) days outside the basic workweek are consecutive. Schedules that include work on Saturday and Sunday may be initiated based on operational needs. The standard workday for fire inspection personnel will be 7:30 AM to 4:00 PM for day shift; 3:30 PM to 12:00 AM for swing shift; 11:30 PM to 8:00 AM for graveyard. These shifts will normally be worked on a rotating basis. The employees are entitled to a 30-minute lunch hour.

## **ARTICLE 9 OVERTIME**

**Section 9.1** The Union recognizes the right of the Employer to require overtime work in order to meet mission requirements or any other reason deemed necessary by the Employer.

**Section 9.2** Work performed on overtime will be properly recorded and compensated in accordance with applicable law and regulation.

**Section 9.3** The Employer will attempt to provide employees with as much advance notice as possible when overtime is required. However, the Union recognizes that unforeseen requirements may present situations where advance notice is not possible. Such assignments will be reasonably distributed among employees who are qualified.

**Section 9.4** Employees will be subject to callback for unscheduled overtime assignments. An employee who has left the work site and is called back to work for unscheduled overtime at a time outside of and unconnected with the employee's scheduled hours of work will receive a minimum of two hours compensation.

## **ARTICLE 10**

### **POSITION CLASSIFICATION**

**Section 10.1** It is agreed that the position classification program will be conducted within the guidelines issued and authority delegated by the Office of Personnel Management. The Employer agrees to review the position descriptions of all positions in the unit annually to ensure accurate job descriptions.

**Section 10.2** The Employer agrees that each employee will be provided a copy of his/her official position description and any amendments thereto. If changes are made to the official position description, the supervisor will discuss the changes with the affected employee. Prior to meeting with the affected employee, the Employer agrees to confer with the Union regarding the proposed changes to bargaining unit position descriptions. A copy of the amended position description will be provided to the employee(s) after it has been classified.

**Section 10.3** If a unit employee believes that his/her position description does not properly describe the duties he/she is performing, he/she has the right to request, through his/her supervisor, that his/her work assignments be reviewed. If a satisfactory resolution of his/her complaint is not reached, the employee may grieve the accuracy of the position description through the negotiated grievance procedure. It is understood that if the grievance goes to arbitration, the arbitrator may not classify the position.

**Section 10.4** If a unit employee believes that the classification (title, series, or grade) of his/her position is in error, the employee, upon request, will be furnished information on appeal rights and the procedures for filing an appeal. The Employer will also furnish the employee with a copy of any forwarding letter or endorsement together with copies of all material furnished to the appellate authority. The employee may appeal through a representative designated in writing. The employee and his/her representative shall be granted a reasonable amount of official time to prepare his/her appeal and will be assured freedom from restraint, interference, coercion or reprisal in submitting his/her appeal. The employee's representative may not be a member of the GCPO staff or an individual in employee's supervisory chain.

**Section 10.5** It is agreed and understood that a position description is a written statement of the duties and responsibilities assigned by the Employer to a position which defines the kinds and range of duties an employee can expect to perform during the time he/she remains in the position. The phrase "other duties as assigned" in a position description shall normally refer to duties or assignments reasonably related to the employee's line of work. The parties agree that this does not interfere with the Employer's right to assign work.

## **ARTICLE 11**

### **PERFORMANCE APPRAISALS**

**Section 11.1** Employees shall receive annual appraisals of job performance based on performance standards established for their positions. The responsibilities and performance standards will be provided to, and discussed with, the employee, normally within sixty (60) days of the beginning of the rating period.

**Section 11.2** The Employer will conduct an initial counseling at the beginning of the appraisal period, and, as a minimum, at least one mid-year performance review. Additional counseling during the rating period may be done at the discretion of the Employer. The employer will also meet with the employee at the end of the rating period to provide their final rating of record.

**Section 11.3** If at any time during the rating cycle an employee's performance is considered to be unsuccessful, the employee will be provided with an opportunity to demonstrate successful performance prior to any further action under 5 CFR part 432. The employee will be notified in writing of the unsuccessful performance, what action(s) must be taken to improve performance to a successful level, and what assistance the Employer will provide.

## **ARTICLE 12**

### **REDUCTION-IN-FORCE**

**Section 12.1** The Employer will notify the Union as soon as possible regarding commercial activities studies or reduction in force procedures in the fire department. The Employer will provide the Union an opportunity to express its views and position regarding commercial activities studies or RIF. To the extent possible, the Employer will consider the Union's expressed views, concerns, and position on such issues.

**Section 12.2** The Employer will conduct reductions in force in accordance with all existing laws, rules, and regulations. If a reduction in force will affect the fire and emergency services department, the Employer will ensure the personnel involved are briefed on the Employer's responsibilities, to include notification of RIF, registration in PPP, etc. The Employer will also brief employees on their responsibilities, to include ensuring their personnel folders accurately reflect their work experience, their responsibility to request registration in the RPL, etc.

**Section 12.3** In the event a reduction in force is implemented, the Union shall have the right to review retention registers relative to RIF actions affecting bargaining unit employees consistent with applicable laws and regulations.

**Section 12.4** Bargaining unit employees shall be furloughed in accordance with applicable laws, rules, regulations and OPM directives/guidance.

**ARTICLE 13**  
**EQUAL EMPLOYMENT OPPORTUNITY**

The Employer and the Union agree to cooperate in providing equal opportunity for all qualified persons, to prohibit discrimination because of age, sex, race, religion, color, national origin, sexual orientation, or physical or mental disability, and to promote the full realization of equal employment opportunity through a positive and continuing effort.

## **ARTICLE 14 TRAINING**

**Section 14.1** The Employer and the Union agree that training and development of employees in the unit are important in accomplishing both the Employer's mission and the employee's goals. The Employer will provide to the fire station notices of training that the Employer has determined is in the best interests of the department and the employees.

**Section 14.2** The Employer may provide career counseling for those employees who require specific information regarding training and development opportunities.

**Section 14.3** The Employer agrees to maintain a library at the station of required fire emergency services reference materials and manuals. The Employer will periodically review and update materials as appropriate. The Employer will consider any request by the Union for additional reference materials for the library.

**Section 14.4** The Employer agrees to provide either overtime pay or compensatory time for training in accordance with applicable law, rule, and/or regulation.

**Section 14.5** The Employer agrees to conduct all training in such a manner that it is in accordance with existing and/or future applicable law, rule, and regulation.

## **ARTICLE 15**

### **DISCIPLINARY AND ADVERSE ACTIONS**

**Section 15.1** Disciplinary Actions. Disciplinary Actions (letter of reprimand and suspensions of 14 days or less taken against career or career-conditional employees not serving a probationary or trial period) will only be taken for just cause and in accordance with applicable law, rule, and regulation.

- a. Reprimands - Prior to issuance of a letter of reprimand, an employee will be advised that the letter of reprimand is under consideration, that a meeting will be offered to afford the employee an opportunity to explain the basis for his/her action. The employee has the right to be represented by a Union representative or a representative approved by the Union.
- b. Suspensions of 14 days or less - Employees will be given a notice of proposed suspension and an opportunity to reply to the charge(s) orally and in writing using the assistance of a Union or other representative as desired. The employee will be furnished a letter of decision. If the suspension is affected, such suspension may be submitted to arbitration in accordance with Article 19 of this AGREEMENT.

**Section 15.2** Adverse Actions. Adverse actions are defined as suspension for more than 14 days, removal, reduction in grade or pay of an employee not covered by 5 USC 5366 retained grade and pay provisions, and furlough for 30 days or less taken against career and career-conditional employees not serving a probationary or trial period.

In cases of adverse action, career and career-conditional employees not serving a probationary period will be given an advance notice of proposed action, an opportunity to reply to the charge(s) orally and in writing using the assistance of a Union representative or other representative, as desired. Employees will be furnished a letter of decision. If, after a letter of decision is received, a non-probationary career or career-conditional employee alleges that the charges are untrue, the facts misrepresented, or the penalty too severe, then the decision may be arbitrated under the provisions of Article 19 of this AGREEMENT or appealed in accordance with Merit Systems Protection Board procedures, but not both. For the purposes of this article and pursuant to Section 7121(d) of Title 5, U.S. Code, an employee shall be deemed to have exercised this option of choice at such time as the employee files a timely notice of appeal under the Merit Systems Protection Board appellate procedure, or the Union/employee files a formal grievance, whichever event occurs first.

**Section 15.3** Records which the Employer has relied upon to support a disciplinary action shall be made available for the Union's use provided the employee has designated the Union as his/her personal representative.

**ARTICLE 16**  
**ON-THE-JOB INJURIES**

**Section 16.1** When a unit employee is injured on the job, the Employer will ensure that appropriate medical attention is provided.

**Section 16.2** Subject to receipt of all required employee-furnished documentation, the Employer agrees to process compensation claims for employees in accordance with applicable regulations and time frames.

## **ARTICLE 17**

### **SAFETY**

**Section 17.1** The Employer will assure that safe and healthful working and living conditions are provided for bargaining unit employees that are consistent with the provisions of applicable laws, rules, and regulations. The Union agrees to cooperate with the Employer by encouraging employees to work in a safe manner and wear protective equipment prescribed by the Employer and to report observed safety and health hazards to the Employer in accordance with applicable procedures. Employees who fail to follow safety standards, including the wearing of safety equipment, may be subject to disciplinary action.

**Section 17.2** The Employer agrees to staff and operate all required fire apparatus pursuant to the provisions of law, rule, and regulation.

**Section 17.3** Protective clothing and equipment furnished to employees will be in accordance with provisions of law, rule, or regulation at the time of the purchase. Employees shall be responsible for the items furnished and the return of such items as required by the Employer. The Employer agrees to replace required protective clothing and equipment when worn out. This equipment includes, but is not limited to, firefighters' protective clothing (structural and wildland), SCBA masks, safety glasses for SCBA masks (insert kits), eye protection, hearing protection and Nomex hoods. Additional equipment will be provided as needed. Employees may not be required to share any part of his/her personal protective equipment with other employees.

**Section 17.4** The Employer shall provide for the inspection and testing of the structural integrity and safety of all equipment and apparatus utilized by the fire department in accordance with current law, rule, or regulation. The results of these tests will be made available to the Union upon request. The Employer agrees to take prompt and appropriate action when an unsafe condition involving apparatus and/or equipment is reported to or observed by the Employer. Qualified personnel will accomplish repairs. New and replaced equipment will meet current law, rule, or regulation.

**Section 17.5** The Employer shall provide training on safety and industrial health matters relating to the work environment. This includes the use and proper maintenance of protective clothing, devices, and equipment.

**Section 17.6** The Employer and the Union will follow established Project Plans detailing the procedures to be followed in the event there is a suspected exposure to hazardous materials and/or bloodborne pathogens. Project Plans are to be issued to all employees. All firefighters will be required to read the document annually. The Employer will issue Project Plans to new employees during the orientation period.

## **ARTICLE 18**

### **GRIEVANCE PROCEDURES**

**Section 18.1** The Bureau and the Union recognize the importance of settling grievances promptly, fairly, and in an orderly manner. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest (practicable) level of supervision. Except as provided in Section 18.2 below, a grievance, for purposes of this AGREEMENT, means any complaint:

- a. By any employee concerning any matter relating to a condition of employment of the employee; or
- b. By the Union concerning any matter relating to a condition of employment of any employee; or
- c. By any employee, the Union, or the Employer concerning the effect of interpretation or the claim of breach of this collective bargaining AGREEMENT.

**Section 18.2** The following issues are not covered by this grievance procedure:

- a. Non-selection for promotion from a group of properly ranked and certified candidates.
- b. Resignation after the effective date, unless coercion is alleged.
- c. The termination or removal of temporary employees. The termination of a temporary promotion. Termination and removal of probationary employees. Termination or removal of an employee who has not completed one (1) year of current continuous employment under other than a temporary appointment limited to one (1) year or less (e.g., those serving under excepted appointments such as veterans readjustment act employees).
- d. Requirement to submit to a fitness-for-duty medical exam.
- e. Non-adoption of a suggestion or failure to receive a discretionary award for performance.
- f. Any claimed violation of Public Law 95-454 relating to prohibited political activities.
- g. Retirement, life insurance, or health insurance.
- h. A suspension or removal for national security reasons under Section 7532 of 5 USC (Breach of National Security).
- i. Any examination, certification, or appointment.
- j. Classification of any position that does not result in the reduction in grade or pay of an employee.
- k. Notice of proposed disciplinary or adverse action.
- l. Notice of decision regarding disciplinary or adverse action.

**Section 18.3** Employer-initiated grievances. The Employer will notify the Union president, in writing, of the article and section of the AGREEMENT alleged to have been violated and the

corrective action sought. Any settlement reached will be reduced to writing by the Employer and signed by both parties. If no settlement is reached within 14 calendar days of the date submitted to the Union president, the grievance may be referred to arbitration in accordance with Article 19. Any such grievance must be initiated within the time limits of Section 18.10.

**Section 18.4** Union-initiated grievances. The Union will notify the Employer in writing of the article and section, regulation, or rule alleged to have been violated and the corrective action sought. Any settlement reached will be reduced to writing by the Employer and signed by both parties. If no settlement is reached within 14 calendar days of the date submitted to the Union president, the grievance may be referred to arbitration in accordance with Article 19. Any such grievance must be initiated within the time limits of Section 18.10.

**Section 18.5** Employee grievances will be initiated at the lowest level capable of settling the grievance. Such grievances will be initiated in writing, specifying the article and section, regulation, or rule alleged to have been violated, and the corrective action sought. If the grievance is not settled, it will be advanced to the next appropriate level in accordance with the grievance procedure. All time limits contained in this article will apply to Union-initiated grievances.

**Section 18.6** Step 1: The grievance shall first be taken up by the aggrieved employee(s) informally with the supervisory firefighter or designee. The employee may be represented by the Union steward who may act for the employee. If the grievance is not settled within 7 calendar days from the date of the initial Step 1 meeting, and the grievant decides to pursue the issue, the grievance shall be reduced to writing stating the article and section of the contract (or paragraph, if a regulation), violated, the corrective action sought and submitted to the next-level supervisor within 7 calendar days from the date of the first step meeting.

**Section 18.7** Step 2: The grievant, the Union steward, or the grievant and Union steward will meet with the Fire Chief or designee within 7 calendar days after receiving the written grievance. The Employer will reduce any settlement reached to writing and a copy will be furnished to the parties. If no settlement is reached, a memorandum for the record will be prepared by the Employer summarizing the grievance and the considerations accorded the grievant during the meeting. The memorandum will be furnished to the grievant within 7 calendar days of the Step 2 meeting.

**Section 18.8** Step 3: If no settlement is reached during the Step 2 meeting, the grievance may be referred in writing within 7 calendar days of the Step 2 meeting, to the Office of the Power Manager or designee. The Power Manager or designee will issue a decision within 7 calendar days from the date of referral to Step 3.

**Section 18.9** If no settlement is reached within 7 calendar days from the date of the third step decision, the Grievant may refer the grievance to the Union for arbitration in accordance with Article 19 (arbitration).

**Section 18.10** Time limits. To be processed, any grievance must be presented at the appropriate step within 7 calendar days from:

- a. The occurrence of the matter out of which the grievance arose, or
- b. The time the employee became aware of, or should reasonably have been aware of, being aggrieved.

Extensions will be granted upon mutual agreement of the parties.

**Section 18.11** Time frames. Failure of the Employer or the Union to answer written grievances within the time frames prescribed in this article shall permit the grievant or designated representative to refer the grievance to the next step. Failure of the grievant or designated representative to meet established time frames shall result in termination of the grievance. Extension of time limits may be made by mutual agreement.

**Section 18.12** Effect of separation. If an employee separates from the federal service, action will be stopped, and the grievance will be closed without decision.

**Section 18.13** Union representatives. The Union representative designated in Article 6 shall not be hindered in the performance of his/her duties of investigating, presenting, and adjusting grievances, as provided for in this article. This does not abrogate the provisions of Article 6, Section 6.3.

**Section 18.14** Should a grievant question the interpretation of a regulation, the grievance will be processed through Step 2 and will be delayed until the questioned policy has been interpreted by the proponent of the regulation. The Employer and Union positions will be jointly forwarded to the proponent. The decision of the proponent as to the interpretation will be final and not subject to further review under the grievance procedure. The grievance may proceed to Step 3 if there continues to be a dispute as to the application of the regulation.

**Section 18.15** The Employer shall, upon request, provide a grievant or the Union with necessary pertinent information from official records to aid in resolving a grievance insofar as permissible within existing laws and regulations.

**Section 18.16** The parties are free to mutually agree to modify time frames and steps of the grievance procedure.

## **ARTICLE 19 ARBITRATION**

**Section 19.1** If the Employer and the Union fail to settle any grievance processed through the negotiated grievance procedures, such grievance may be referred to arbitration. Any request for a list of arbitrators must:

- a. Be submitted jointly in writing to the Federal Mediation and Conciliation Service (FMCS), Washington, D.C., or other agency providing arbitrators. A copy will be furnished to the other (respondent) party.
- b. Be submitted not later than 14 calendar days from the date of the third step official's written decision for an individual grievance, or 28 days from the date of submission if the Employer or Union is grieving.
- c. Request a copy of the list be mailed to each party.
- d. The both parties will jointly be responsible for paying any fee for providing a list of arbitrators.

**Section 19.2** The parties shall request a list of seven (7) arbitrators. The parties shall meet within five (5) workdays after receipt of such list to select the arbitrator. If the parties cannot agree on the selection of an arbitrator from the list, they shall alternately strike a name from the list until one name remains. Such name shall be the duly selected arbitrator. The first strike shall be determined by the toss of a coin.

**Section 19.3** It is agreed and understood that only the Employer or the Union may invoke arbitration.

**Section 19.4** If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

**Section 19.5** The arbitrator's fee and the expense of the arbitration shall be borne equally by the Employer and the Union, if any. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek. All employee witnesses deemed necessary that are in a work status will be excused from duty without charge to annual leave while participating in the arbitration proceedings. Each party shall bear the expense of preparing and presenting its own case, including travel expenses for any witnesses.

**Section 19.6** It is agreed that arbitration, as provided herein, is binding to both parties. Either the Union or the Employer may file exceptions to the arbitrator's award with the Federal Labor Relations Authority (FLRA) under the regulations prescribed by the FLRA.

**Section 19.7** Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

**Section 19.8** A dispute as to whether a grievance is subject to the negotiated procedure herein will be first referred to arbitration for a grievability decision. If the matter is determined

grievable, the grievance will be referred back to the Employer for consideration and attempted resolution. Within 14 days after referral from the arbitrator, the third step official will issue a decision on the grievance. If the decision is not satisfactory, the Union may refer the grievance to arbitration in accordance with the arbitration procedure herein.

**Section 19.9** Failure of the party requesting arbitration to meet any of the time limits of this article will result in termination of the arbitration request. Time limit extensions may be made by AGREEMENT from both parties.

## **ARTICLE 20**

### **DUES WITHHOLDING**

**Section 20.1** The Employer shall deduct dues from the pay of all eligible members of the Union who voluntarily authorize such deductions in accordance with the provisions set forth herein.

**Section 20.2** Each bargaining unit member in good standing with the Union shall have the right to make a voluntary allotment from their pay for the payment of regular periodic dues each payroll period, as well as the right to revoke such an allotment, as provided below.

**Section 20.3** The Union is responsible for procuring the prescribed allotment form (Standard Form 1187); distributing the forms to members; certifying as to the amount of its dues; delivering completed forms to the Employer; and educating its members on the program for allotment for payment of dues, its voluntary nature, the uses and availability of the prescribed allotment forms, and the procedures for revocation of allotments.

**Section 20.4** Deduction of dues shall begin with the first pay period after receipt of the SF-1187 by the payroll liaison office, providing that such receipt occurs at least four work days prior to the beginning of the next biweekly pay period.

**Section 20.5** The employee through submission to the payroll office of an SF-1188 may terminate an allotment for the deduction of an employee's Union dues or other written memorandum properly executed in duplicate by the individual employee. Employees shall be responsible for obtaining the SF-1188 from their Union shop steward or the civilian personnel office. An employee's voluntary allotment for payment of Union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occurs:

- a. Loss of exclusive recognition by the Union.
- b. An employee leaves the bargaining unit.
- c. Upon receipt of notice from the Union that the employee is no longer a member in good standing.

**Section 20.6** Union dues revocation procedure for an employee who has been on dues withholding for less than one year. An employee's voluntary allotment for payment of Union dues shall be terminated effective the first day of the first full pay period one (1) year after the employee begins the allotment, when the employee submits an SF-1188 terminating the allotment within two (2) pay periods prior to the first anniversary date.

**Section 20.7** Union dues revocation procedure for an employee who has been on dues withholding for more than one year. An employee who has been on dues withholding for more than one year may revoke an allotment for the payment of dues. To revoke an allotment, an employee must submit an SF-1188, available from the civilian personnel office, to the pay office during the month of October. The revocation will be effective the first pay period of November.

**Section 20.8** The Union will designate an officer to receive the remittance (by direct deposit to a financial institution) of dues withheld, a listing of names, and amounts withheld. The Union

will furnish to the payroll liaison office the name and address of this individual and any changes thereto.

**ARTICLE 21**  
**DURATION OF AGREEMENT AND RENEGOTIATION**

**Section 21.1** This AGREEMENT shall remain in effect for three (3) years from the date of approval or thirty-one (31) days from the date of execution, whichever comes first.

**Section 21.2** By mutual consent of both parties, this AGREEMENT may be opened for amendment or added to by supplemental agreement. Any request for such amendment or supplemental agreements shall be in writing and must be accompanied by a summary of the amendments or supplement of the AGREEMENT proposed. Representatives of the Employer and the Union will meet to negotiate the matter as expeditiously as possible but in no case later than 30 days from the date of receipt of the proposal. No changes other than those proposed will be considered. Amendments or supplemental agreements shall be evidenced in writing, duly executed by both parties, and submitted for approval by appropriate authority.

**Section 21.3** Amendments or supplements to this AGREEMENT may be required because of changes made by law, executive order, or Office of Personnel Management (OPM) issuance. In such cases the parties will meet within 15 calendar days after notification that such changes are required for the purposes of negotiating language that will meet the requirement(s) of such laws, executive orders, or OPM policy. The parties may extend the above time frames by mutual AGREEMENT

**FOR THE BUREAU OF RECLAMATION:**

**FOR THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS:**

/s/  
Labor & Employee Relations Specialist

/s/  
Service Representative, IAFF

/s/  
Administrative Officer

/s/  
President, IAFF Local 304

/s/  
Fire Protection Specialist

/s/  
Steward, IAFF Local 304

**RECOMMENDED:**

/s/  
Power Manager  
Grand Coulee Power Office

**EXECUTED AND RECOMMENDED FOR APPROVAL:**

/s/  
Pacific Northwest Regional Director  
U.S. Bureau of Reclamation

10/13/2006  
Date

APPROVED:

/s/  
Director, Office of Human Resources  
Department of the Interior

11-3-2006  
Date

**MEMORANDUM OF AGREEMENT**

**Between the**

**BUREAU OF RECLAMATION  
PACIFIC NORTHWEST REGION  
GRAND COULEE POWER OFFICE  
GRAND COULEE, WASHINGTON**

**And the**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL UNION F-304**

**LENGTH OF CONTRACT**

**Basic Agreement**

This Memorandum of Agreement (MOA) records the Agreement between the International Association of Fire Fighters (IAFF) Local F-304 and the Grand Coulee Power Office (GCPO) of the Pacific Northwest Region, Bureau of Reclamation. Each party presented their bargaining interest and, after open discussion, consensus was reached on the following terms and conditions:

1. The parties mutually agree to extend the terms and conditions of the current Basic Labor-Management Agreement. This agreement will remain in effect from October 13, 2009 to October 12, 2012.
2. The agreement shall be renewed for an additional one (1) year period, on each anniversary date thereafter, unless either party gives written notice to the other of its desire to renegotiate the Agreement. If such notice is given, the agreement shall remain in full force and effect until it has been negotiated and approved. It will become effective upon approval of the Department of the Interior and shall remain in effect until amended by mutual consent.

**For the Bureau of Reclamation:**

**For the IAFF:**

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

11/12/2009

11/17/2009

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date