

AGREEMENT
Between the
Administrator
Bonneville Power Administration
and the
Columbia Power Annual Employees Council
(American Federation of Government Employees Local 928)

PREAMBLE

The parties to this Agreement recognize that they have a mutual and cooperative interest in the effective accomplishment of the assigned responsibilities of the Bonneville Power Administration and that their interests will be furthered by the establishment and maintenance of employee management cooperation pursuant to the Civil Service Reform Act, P.L. 95.454. It is recognized that the participation of employees in the formulation and implementation of personnel policies and procedures which affect them will contribute substantially to the improvement and efficient administration of the public service.

Accordingly, and as contemplated under the Civil Service Reform Act, P.L. 95-454, this Agreement and any supplementary agreements that may be agreed upon hereafter, will constitute a Labor Management Agreement between the Administrator of the Bonneville Power Administration, hereinafter termed the "EMPLOYER," acting through the Administration's supervisory staff and the COLUMBIA POWER ANNUAL EMPLOYEES COUNCIL (American Federation of Government Employees, AFL/CIO, Local 928), hereinafter referred to as the "UNION."

As used herein, the term "Agreement" refers to the entire Labor Management Agreement.

As used herein, the terms "employee" or "employees" refer only to those within the bargaining unit.

1 GOVERNING REGULATIONS

1.01 It is recognized that the Employer 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.

1.02 In the administration of all matters covered by this Agreement and subsequent supplementary agreements, management officials and employees are governed by existing or future laws and regulations of appropriate authorities, including those of the Department of Energy that are determined by BPA to be applicable to BPA.

1.03 In the event that any such law, regulation, or policy binding on the Employer is hereafter enacted or issued and is inconsistent with any of the provisions of this Agreement, or of any recorded understanding hereunder, the Employer shall promptly notify the Union. Within 21 days

following such notification, if either party deems its interests are materially affected, such party may request negotiation of an appropriate modification of the Agreement or recorded understanding.

1.04 Every agreement entered into by the Union and the Employer or any determination or other recorded understanding made by any (negotiating) committee or board pursuant to the provisions of this Agreement, shall be deemed to be a supplement hereto and subject to the provisions hereof.

1.05 It is recognized that the Agreement is a "living document" and the fact that certain conditions are reduced to writing does not alleviate the responsibility of either party to meet with the other to consider comments and suggestions on appropriate matters which were not originally covered by the Agreement; however, the Union agrees that during the life of the Agreement, Management shall not be obligated to negotiate on subjects or matters not specifically covered by the Agreement.

2. RIGHTS AND OBLIGATIONS OF THE EMPLOYER

2.01 Nothing in this Agreement shall affect the authority of the Employer:

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

(b) in accordance with applicable laws:

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

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

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

(A) among properly ranked and certified candidates for promotion, and

(B) any other appropriate source, and

(4) to take whatever actions may be necessary to carry out the agency mission during emergencies.

2.02 The Employer shall be free in situations of emergency to take whatever action may be necessary to carry out their assigned mission regardless of any prior commitment. When practicable, within the time limits dictated by the emergency, the Employer shall confer with Union representatives prior to taking action which would alter or violate previous commitments.

3. RIGHTS OF THE EMPLOYEES

3.01 Employees shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist any labor organization or to refrain from any such activity. The freedom of such employees to assist any labor organization shall be recognized as extending to participation in the management of any such labor organization and acting for it in the capacity of an employee organization representative, including presentation of its views to the officials of the Executive Branch, the Congress, or other appropriate authority.

3.02 Employees covered by this Agreement shall be entitled to reasonable official time to bring matters of personal concern to the attention of union representatives, or to appropriate management officials. Any time spent beyond identifying the concern shall be on the employee's own time. To receive such official time to meet with a union representative, the procedures applicable to union officers and stewards, described in paragraph 4.05(e), shall be followed.

3.03 Nothing in this Agreement or any supplemental, implementing, subsidiary, or informal agreement shall require an employee to become or to 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 deduction.

3.04 The Employer agrees to publish a full description of Weingarten rights each year to employees.

4. RIGHTS AND OBLIGATIONS OF THE UNION

4.01 The Union has the right to organize and/or designate representatives of their choosing for the purpose of collective bargaining, the prosecution of grievances, appeals from adverse actions, and labor management relations without restraint, interference, coercion, reprisal or discrimination.

4.02 The Union shall be given the opportunity to be represented at formal discussions between the Employer and employees or employee representatives concerning grievances, personnel policies and practices, and other matters affecting general working conditions of the employees in the unit.

4.03 The Union will be furnished as early as possible a copy of proposed decisions to contract out services that adversely affect bargaining unit employees in their current positions. The proposed decisions will contain: (a) numbers, types, and grades of positions affected; and (b) anticipated arrangements for employees adversely affected. The Union shall provide comments, if any, within 15 calendar days of receipt. Management will consider the Union's comments before making a final decision. If such comments contain negotiable proposals, the Employer and the Union agree to commence negotiations as soon as possible, normally within 2 weeks of management's receipt. The parties agree to complete negotiations within 1 week of commencement, unless both parties agree to an extension of time. If agreement is not reached within the 1-week period, or any extension mutually agreed to, the parties agree to take all reasonable steps to invoke and expedite impasse proceedings.

4.04 The Union may designate not more than one shop steward for every 100 bargaining unit members, or fractions thereof. The Union will make a reasonable effort to designate and use stewards in field locations where BPA has large numbers of bargaining unit employees in order to minimize travel time for stewards. The Union shall provide an updated list of shop stewards to the Labor Relations Officer at the beginning of each contract year and shall be responsible for posting the list. After elections, the Union shall provide the Employer with a list of its officers and shop stewards. Any changes during the year will be reported within 30 days following the change.

4.05 (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 addressed by paragraph 4.02; term or mid-term negotiations with the Employer; meetings with bargaining unit employees addressed in paragraph 3.02; obtaining information, for representational purposes, from the Employer; attendance at Union training approved under paragraph 26.03; attendance at Partnership Council and associated meetings governed by the Council's charter; and time spent under paragraph 4.05(c). Any travel or per diem costs will be borne by the Union. 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. When, in the Employer's opinion, the amount of time spent by any officer/steward is excessive, the union agrees to meet with Labor Relations and attempt to reach agreement on alternative means for ensuring adequate representation of bargaining unit employees' interests. The number of union officers/stewards permitted official time in connection with authorized activities under this paragraph is limited to a single person for any given meeting except as follows: (1) an exception is recognized for newly appointed stewards, who may act as observers and be accompanied by another union officer/steward until the new steward has attended two grievance presentations; (2) negotiations, which is governed by law; and (3) Partnership Council and associated meetings, which is governed by the Council's charter."

(c) The Union President, or such other officer as may be designated, will be allowed official time during a fixed period of 2 hours a day for 4 days a week to be available in the Union office to conduct appropriate union business. The Union President will provide to Labor Relations and maintain a current identification of which union employees will use this official time and the fixed hours that are scheduled for its use. Designation of such Union employees is limited to those who have received labor relations training.

(d) With respect to the preceding paragraph, it is understood that the President or his/her designee, will, insofar as possible, conduct this business from this office during the time allotted, not from the regular work space during other hours of the day. Such business includes calls to and from union officials, stewards, and bargaining unit members. All E-mail communication originated or responded to and as much contract administration work as feasible shall be done from the union office.

(e) 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 4.05(b). (This does not include time spent by the Union President under paragraph 4.05 (c).) 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 4.05(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. For non-field employees, 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. For field employees outside the Portland-Vancouver area, the supervisor will approve the requested period unless the supervisor determines that the employee's

presence during the requested period is essential to accomplishing the organization's mission.

(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, the Labor Relations Office will be asked to intervene to attempt resolution. If a mutually satisfactory resolution is not reached, the dispute may be referred to Article 14, Arbitration, for resolution.

In addition to these procedures, supervisors may require the officer/steward to sign out and sign in on log forms when using official time.”

4.06 Union officers and stewards shall accurately record, in quarter-hour increments, all official time used on their Time and Attendance records, using the proper activity codes identified by management.

4.07 As much contract administration and representational work as possible, including phone calls, meetings, and use of computers, should occur away from any workstation, including those of union officers/stewards. As a last resort, this work can be conducted from workstations. However, if meetings are held at an aggrieved employee's workstation, or at the workstation of any other employee, the union officer/steward shall first make their presence known to the supervisor of the workstation 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.

4.08 Any union-initiated contact by a union official or steward with any management official, for any representational purposes, shall be done through the Labor Relations Officer. 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 a pre-grievance. Upon request by Labor Relations, such union requests shall include written statements of: (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.

4.09 With respect to pre-grievances and grievances, any contact by a union official or steward, with employees other than the aggrieved employee while such employees are on duty except for authorized breaks or lunch periods, or while in their workstations regardless of whether they are on duty, shall be preceded by union notification to the Labor Relations Officer of such intended contact.

4.10 The Union President shall receive official time, not to exceed 12 hours annually, to present

the views of the Union to members of Congress on any matters affecting the working conditions of bargaining unit employees. Such matters will be specifically discussed with Labor Relations prior to discussion with members of Congress, and the union agrees to consider presenting the Employer's views as well.

5. EMPLOYEES COVERED BY THE AGREEMENT

5.01 Pursuant to the Certification of Representative dated October 14, 1970, issued by the Area Administrator, Labor-Management Services Administration, Department of Labor, Seattle, Washington, the Union is recognized as the exclusive representative of a bargaining unit consisting of all annual employees of the Bonneville Power Administration, systemwide, excluding professional employees, management officials, supervisors, employees engaged in personnel work in other than a purely clerical capacity, and guards. This Agreement is applicable to all employees within this unit, and the Union accepts responsibility for and agrees to represent in good faith the interests of all employees in the unit without discrimination, on the basis of: race, religion, color, sex, age, national origin, physical/mental handicap, marital status, or membership in the Union.

5.02 The Employer will furnish the Union with a bi-monthly roster of the names, positions, titles, grades, and duty stations of employees in the bargaining unit. The roster shall uniquely identify additions and deletions from the roster. The roster shall be provided on a 3-1/2" floppy disc (IBM compatible) and a hard copy. The Employer will also furnish the Union a copy of the Monthly Accessions and Changes list in the same electronic format. The Employer will also provide the Union with an employee listing showing all of the bargaining units so that the Union can better advise the Employer when there is a possibility of improper classification. If the Union believes that specific positions should properly be excluded or included in the unit, it shall notify the Employer. The Employer will consider the positions submitted by the Union, and make any changes that are necessary.

6. EFFECTIVE DATE AND RENEWAL

6.01 This Agreement will remain in effect for a period of **3** years after being approved by the Administrator.

6.02 Either party may give written notice to re-open this agreement not more than 105 or less than 60 calendar days prior to the expiration of this agreement. If neither party exercises this option, the agreement will automatically be renewed for one-year increments on the anniversary date (date of approval by the Administrator).

6.03 If negotiations are not completed by the expiration date, this Agreement will automatically be extended until a new agreement is concluded.

6.04 Either party may, after giving the other party 90 days written notice, terminate this entire Agreement on any terminal anniversary date thereof or after failure to reach agreement on modification at any regular negotiation conference.

7. CONTINUITY OF AGREEMENT AND WORK STOPPAGE

7.01 The provisions of this Agreement shall continue in full force unless:

(a) a change results from mutual agreement, or

(b) a change is required because a new law rule, regulation or policy is issued which is binding on the Employer.

7.02 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, picket an agency in a labor-management dispute, or otherwise interfere by concerted action in any way with the expeditious accomplishments of assigned work or the public purposes for which the Employer has been established, or condone any such activity by failing to take affirmative action to prevent or stop it.

8. NEGOTIATIONS

8.01 Appropriate working conditions affecting employees covered by this Agreement shall be determined through collective bargaining between the Union and the Employer. Both negotiating committees shall normally have equal representation. The number of employees for whom official time is authorized shall not exceed the number of individuals designated to represent the Agency, but in no event shall the number be less than three employees.

8.02 Subject to paragraph 8.04, 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. It is understood that failure to do so frees the Employer to implement the change as planned. This time limit can be extended upon mutual agreement. It is understood that there may be occasions when the 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 by the Employer's initial requested response date, in which case the Employer will honor the Union's request. The response time will commence based on the receipt date of a hard copy or the "return receipt" from an E-mail. E-mail correspondence will be addressed to the Local President, Vice-President, Chief Steward, and the Union office. Response time for E-mail notices shall commence with a return receipt from any of the four recipients. The provisions of this paragraph are subject to the controlling rights of the Employer described in Articles 1 and 2.

8.03 Every effort will be made by the Employer and the Union to agree upon terms and conditions of this Agreement. If, however, they are unable to do so in whole or in part, the parties shall proceed in the manner provided in Article 9 -- Resolving Negotiation Disputes.

8.04 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 8.02 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 effect for more than 120 days, the provisions of paragraph 8.02 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.

9. RESOLVING NEGOTIATION DISPUTES

9.01 When agreement is not reached in direct negotiations upon terms and conditions covered by this Agreement, either party may invoke the services of the Federal Mediation and Conciliation Service.

9.02 If efforts to bring about an agreement through mediation are not successful, either party may submit their controversy to the Federal Service Impasses Panel.

10. LABOR-MANAGEMENT COOPERATION

10.01 The Employer and the Union recognize that they have common sympathetic interests in BPA's public purposes, and the promotion of their common interests will be furthered and extended by the 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. Agenda items for such meetings shall be submitted in writing to the Labor Relations Officer. The submission shall include a brief, written statement that outlines the issue and the recommended solution. These written submissions shall be incorporated into the minutes of said meetings. The official minutes of these meetings shall be compiled and distributed by BPA within thirty (30) days. The official minutes may be distributed either by hard-copy or E-mail or other Employer standard computer application.

10.02 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 charge. 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.

10.03 The Union acknowledges that, in accordance with applicable laws, regulations, and continuing guidance issued by the Executive Branch, the Employer has a continuing obligation to improve the efficiency and effectiveness of operations in accordance with the express directives of the President, the Congress, and various regulatory bodies.

10.04 The parties agree that in order for BPA to meet its public responsibilities, it is essential that BPA achieve commercial success and a high performance work environment, including high morale. It is in the parties mutual interests to improve efficiency and provide opportunities for employee development and growth. The parties agree to conserve resources, eliminate wasteful practices, and improve the quantity and quality of products and services for internal clients and external customers.

10.05 The Employer and the Union agree to maintain a Partnership Council, in accordance with Executive Order 12871.

11. DISTRIBUTION OF AGREEMENT

11.01 The Employer shall furnish 50 copies of this Agreement to the Union, which may distribute the copies further using internal mail services. The Employer will furnish and the Union shall reimburse the Employer the printing cost of any additional copies requested by the Union.

12. PRE-GRIEVANCE PROCESS

12.01 The Union and the Employer encourage employees to resolve their complaints informally at the first level of supervision. A complaint presented under this procedure shall be identified as a pre-grievance, may be presented orally or in writing, and, if directed against the immediate supervisor, must be discussed with such supervisor prior to filing a formal grievance. The supervisor shall promptly meet with the employee. The employee may request the Union to participate in this meeting.

12.02 The supervisor will provide a response to the complaint, orally or in writing, within 7 calendar days after the meeting. If the complaint is not settled to the satisfaction of the employee, the employee may advance the complaint to a formal grievance if the complaint is grievable and timely.

13. GRIEVANCE PROCEDURE

13.01 Purpose and Principles

The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. Employee(s) and their representatives will be free from restraint, interference, coercion, discrimination, or reprisal in airing a grievance and seeking its adjudication.

The Employer and the Union recognize the importance of settling grievances promptly, fairly, and in a manner that will maintain the self-respect of the employee(s) and be consistent with the principles of management. To accomplish this, and because most grievances arise from misunderstandings or disputes that can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level, every effort will be made to settle grievances expeditiously and at the lowest level of supervision.

13.02 SCOPE

A grievance means any complaint lodged under this Article and not excluded under section 13.03:

- (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.

13.03 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) termination of probationary employees;
- (g) substance of elements and standards of the performance appraisal system;
- (h) non-adoption of a suggestion, granting or non-granting of a Quality Step Increase, performance award, or any kind of cash or honorary award;
- (i) non-selection for promotion from a group of properly ranked and certified candidates;
- (j) compensation claims filed with the Office of Worker's Compensation Program;
- (k) termination of temporary or intermittent employees;
- (l) Equal Opportunity complaints;
- (m) Reduction-in-Force appeals; or
- (n) Fair Labor Standards Act complaints or appeals.
- (o) any performance rating of rating of record of successful or higher;
- (p) performance appraisal progress reviews:
- (q) termination of a temporary promotion when the employee is no longer performing the grade-controlling duties that warranted the higher grade;
- (r) notices of proposed disciplinary or adverse actions;
- (s) determination to grant or not grant any separation incentive;
- (t) denial of an employee's request to withdraw a resignation request or retirement application when the Employer has absorbed, or is liable for, a substantial and unavoidable cost in making a commitment to refill the employee's position with another employee or outside hire;

(u) where BPA lacks discretion, the substance of a law, OPM or other Federal regulation, or Department of Energy policy that applies to BPA; and

(v) substance of a BPA policy or procedure for which negotiations or consultation with the Union was completed and the Union either approved or did not object to the policy or procedure.

13.04 Except as noted in paragraph 13.07, 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 13.03.

13.05 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 is recognized as the grievance being dropped. All time limits may be extended in writing by mutual consent.

13.06 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.

13.07 With respect to appealable performance-based and adverse actions defined in 5 U.S.C. 4303 and 7512, any aggrieved employee who alleges a prohibited personnel practice for which there is a statutory administrative appeal procedure, the action or allegation may be either grieved under this grievance procedure or pursued using the administrative appeal 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, a notice of appeal under the appellate procedure or files a timely grievance, in writing, under step 1 of this negotiated grievance procedure.

13.08 The Labor Relations Officer will provide to the grievant, or his/her representative, information relied on by Management to support a disciplinary/adverse action, when such information meets the need of the Union, consistent with current FLRA case law.

13.09 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.

13.10 The parties recognize that if an employee does not choose to be represented by the Union, he/she may represent himself/herself. 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.

13.11 Employee and Union Grievance Procedure

The following procedures apply to grievances covered by this Agreement. Any step of this grievance procedure may be waived, provided that both the grievant and the Employer mutually agree to do so. The grievance must be presented within 30 calendar days from the act or occurrence concerning the complaint, or within 30 calendar days of the date that the grievant became aware of the act or occurrence.

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 the following:

- (i) who the grievance is filed against;
- (ii) the identity of the grievant and where employed;
- (iii) the details of the grievance, with an explanation of what occurred and whether the contract, or any law, rule, or regulation was violated;
- (iv) if applicable, an explanation as to why the results of a pre-grievance process or a previous grievance step were not satisfactory;
- (v) the corrective action desired; and
- (vi) the name of the Union representative, if any.

Step 1: The grievance must be submitted to the Labor Relations Officer, who will determine the appropriate management official (typically, the grievant's second-level supervisor) to whom the grievance will be sent. 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 pre-grievance results if that step was used.

The management official shall meet with the grievant and render a written decision to the grievant within 14 calendar days of receipt. A copy shall be sent by the management official to the Labor Relations Officer who, in turn, will provide a copy to the Union. If the grievant is not satisfied with the decision, the grievant may advance the grievance 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 (typically, the grievant's third-level supervisor) to whom the grievance will be sent. 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 management official shall meet with the grievant and render a written decision to the grievant within 21 calendar days of receipt. A copy shall be sent by the management official to the Labor Relations Officer who, in turn, will provide a copy to the Union. If the Union is not satisfied with the decision at Step 2, the Union shall have 21 calendar days, after receipt of the management official's decision, to invoke arbitration by written request to the Labor Relations Officer.

13.12 Employer Grievances

(a) 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.

(b) A grievance by the Employer shall be filed in writing and presented to the Union President. 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 21 calendar days, after receipt of the Union's response, to notify the Union in writing of any decision to invoke arbitration.

14. ARBITRATION OF GRIEVANCES

14.01 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 21 calendar days after receipt of a final grievance decision.

14.02 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. This request shall be made through the Labor Relations Officer.

14.03 The parties shall meet within 21 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.

14.04 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.

14.05 The arbitrator's fees and expenses shall be borne equally by the Employer and the Union.

14.06 The arbitration hearing will be held, if possible, on the Employer's premises, within commuting distance of the grievant's duty station, and during the regular day-shift hours of the basic workweek. The grievant, Union representative, and employees called as witnesses shall be on official time if they would have otherwise been in a duty status. The Employer will not pay travel and per diem expenses for the grievant, Union representative, or witnesses called by the Union.

14.07 The parties agree to exchange lists of witnesses not later than 14 calendar days prior to the scheduled date of the hearing. The Employer agrees to notify the Union in writing of any issue of grievability or arbitrability at the same time. 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.

14.08 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.

14.09 The arbitrator shall not have the power to add to, subtract from, or disregard any provision of this Agreement.

14.10 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.

14.11 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.

14.12 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.

14.13 Any dispute over the interpretation or application of an arbitrator's decision shall be returned to the arbitrator for settlement, including remanded awards.

15. HOURS OF WORK

15.01 In accordance with regulations, the standard workday for full-time employees shall normally consist of eight (8) hours. The standard workweek for full-time employees shall normally consist of forty (40) hours, including five (5) consecutive standard workdays scheduled Monday through Friday. Unless covered by a compressed work schedule, or credited as credit hours under Flexischedule, work in excess of eight (8) hours in a day or forty (40) hours in a week shall be compensable as either overtime or compensatory time off. Tours of duty for part-time employees are normally those hours specified on their appointing Standard Form 50, except as permitted otherwise by applicable BPA policy.

15.03 For employees covered by Flexischedule, a supervisor's determination to deny flexible arrival and departure time privileges to the employee for more than two consecutive pay periods shall be put in writing, along with the reasons for the action.

15.04 Compressed work schedules for employees shall be documented in writing and are considered a supplement to this Agreement.

15.02 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.

16. OVERTIME AND COMPENSATORY TIME

- 16.01 (a) Unless covered by a compressed work schedule, or credited as credit hours under Flexischedule, exempt employees are entitled to overtime pay for all ordered or authorized work that extends beyond the normal 8 hours of the regularly scheduled standard workday or beyond the normal 40 hours of the standard workweek in accordance with existing policy and regulations.
- (b) Unless covered by a compressed work schedule, or credited as credit hours under Flexischedule, non-exempt employees are entitled to overtime pay for all suffered or permitted work that extends beyond the 8 hours of the regularly scheduled standard workday or beyond the 40 hours of the standard workweek in accordance with existing policy and regulations.
- (c) Employees may, at their option, elect compensatory time off in lieu of paid overtime (except those employees on a fixed work schedule must be paid for overtime that is regularly scheduled overtime).
- (d) For employees covered by FLSA, there is no bi-weekly limit of compensation earned. For employees exempted from FLSA, the law limits total compensation, including the value of compensatory time off, in any pay period, to not exceed the maximum bi-weekly rate for GS-15.
- (e) All overtime and compensatory time shall be earned and paid/used in accordance with existing policy and regulations.
- 16.02 When assigning overtime work, a supervisor shall take into account the skills and knowledge needed to perform the job in a cost effective manner. As much notice as practicable will be given the employees affected.
- 16.03 A minimum of 2 hours overtime will be paid if the employee is called back to work on overtime, in accordance with regulations.

17. TRAVEL

17.01 BPA shall normally schedule time to be spent by an employee in a travel status away from the official permanent duty station within the normal workweek of such employee in accordance with applicable travel and hours of duty regulations

17.02 Each employee shall be assigned a designated place to report for work. The Employer may change the designated place of reporting for work with reasonable notice. The employees shall report at the place designated at the commencement of the workday and after reporting shall be regarded as on duty. Travel from the place of reporting to the actual place of work shall be on duty time, and any transportation necessary shall be provided by the Employer.

17.03 Insofar as practicable, classified employees should not be required to travel during nonduty hours. If it is necessary for an employee to travel outside regular working hours and does not qualify for overtime pay for travel time, the supervisor must record the reasons for ordering travel at those hours. A copy of the supervisor's statement will be available at the employee's request.

17.04 The Employer 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 regulation 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, in accordance with applicable regulations.

17.05 In the event employees, through no fault of their own, are obligated for double lodging costs for the same night, they may obtain reimbursement for the extra cost by providing justification and proof of such costs in accordance with regulations.

18. DUTY STATIONS

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

18.02 Forty-five days written notice shall normally be given in case of a change of official permanent duty station outside the commuting area 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. For permanent duty station changes outside the commuting area that are primarily in the interests of the Employer, the Employer shall reimburse the employee for moving expenses in accordance with regulations and the BPA Relocation Manual. In the event that more than 20 employees are identified for such duty station changes, in connection with a single event, or a series of related events within a short period of time, the Employer agrees to assess the extent of hardship on such employees. In the event that the Employer determines that more than 25 percent of the employees would experience a significant and enduring hardship, the Employer agrees to meet with the Union and bargain the procedures management will follow in seeking and considering volunteers in lieu of involuntarily relocating employees with such hardships.

18.03 Temporary duty stations may be established 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.

19. HEALTH AND SAFETY

19.01 The Employer agrees to provide a safe and healthful working environment for all employees. The Employer and the Union will cooperate in the continuing effort to eliminate accidents, health hazards, and other conditions that adversely affect a good work environment. Each employee will comply with safety rules of the Employer and perform his/her work in a safe manner at all time.

19.02 First Aid training, designated specifically for BPA employees, shall be provided for those employees normally engaged in field activities which require this training to perform their duties properly.

19.03 The Union will provide the names of assigned safety stewards and alternates to the Employer. The Employer will provide timely notification to the Union President when any building safety inspection is to be performed, and the Union representative shall be given the opportunity to observe the inspection on official time. The Union may appoint a representative to Safety and Health Committees. The Union representative will receive timely notification and invitation when a Safety and Health Committee is to be held, including a copy of the agenda.

19.04 The Employer will observe the provisions of 29 CFR, Part 1960, Safety and Health provision for Federal Employees, of the Occupational Safety and Health Act of 1970, as amended.

20. LEAVE

20.01 Subject to work requirements, supervisors will, in consultation with employees, schedule the leave of employees based on the individual needs of employees, with consideration also given to seniority if such needs are similar.

20.02 The Employer may grant leave without pay up to 1 year for an employee selected to serve as a full-time Union representative or officer concerned with the Employer's functions. The Employer may extend the leave without pay up to 1 additional year, provided that the total leave without pay does not exceed 2 years in any one period of 5 years.

20.03 BPA shall not display individual leave records. Discussions concerning leave between the supervisor and employee will be held in private.

21. PROMOTIONS

- 21.01 Promotions will be made in accordance with established BPA policy and the Union will be consulted on changes in the merit promotion program. The Servicing Human Resources office will ensure that panel members and personnel specialists are informed of their respective roles in the vacancy panel evaluation procedure. Nonselected candidates may request the Servicing Human Resources office to provide information on what they should do to enhance their qualifications and potential for future selection.
- 21.02 Temporary promotions will be used where feasible and appropriate in accordance with regulations.
- 21.03 Minimum open periods for vacancy 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. FAX and E-mail response material will be accepted for applications. The Employer will establish and maintain a telephone hotline that states all types of formally advertised employment opportunities within BPA.

22. PERFORMANCE APPRAISAL SYSTEM

The parties acknowledge the Performance Appraisal System currently contained in BPA's official issuance system and agree to fully negotiate any Management-proposed changes.

23. EMPLOYEE PERSONNEL FILES

23.01 No record of a reprimand or any other disciplinary action, which is not sustained by BPA or third-party action, will be left in the employee's Official Personnel Folder. In addition, for such unsustained actions, the disciplinary action will not be used as the basis for future progressive disciplinary action.

23.02 Upon request, employees will be allowed to review their Official Personnel Folders, as well as other records on them maintained by the Employer in a system of records covered under the Privacy Act. It is understood that leaving the work station during normal work time for this purpose must be cleared with the supervisor and accomplished during the business hours of the Servicing Human Resources Office. Supervisory clearance is not needed if this can be accomplished during authorized breaks and lunch periods.

23.03 The Employer will institute a system whereby letters of reprimand are removed from Official Personnel Folders in a prompt manner following the expiration of their retention period, in accordance with agency policy.

24. EQUAL OPPORTUNITY

24.01 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 qualified persons without regard for age, sex, race, religion, color, national origin, or physical/mental disability. BPA policy shall be in conformance with the Equal Employment Opportunity Act, the Age Discrimination in Employment Act, the Civil Service Reform Act, and all other applicable laws and regulations. The Employer and the Union will promote full realization of equal opportunity through a positive and continuing affirmative action program.

24.02 When the update of the annual multi-year affirmative action plan is scheduled, the Union will be notified and provided an opportunity to submit input for consideration for inclusion in the multi-year plan.

24.03 The Union agrees to become a positive force and a partner with BPA in the exploration and implementation of ideas and programs whereby equal employment opportunity will be achieved.

24.04 The Union President, or his/her designee, will be given sufficient advance notice to be present when the Pluralism Council meets with Management, and will be allowed to fully participate in such meetings.

25. USE OF OFFICIAL FACILITIES

25.01 The Union may distribute notices and circulars sponsored by the Union to bargaining unit employees through normal distribution facilities, including an electronic bulletin board accessible through E-mail, provided that: (1) material is routed through the Labor Relations Officer for approval; and (2) distribution and updates will usually be limited to monthly releases. Notices and circulars, including E-mails may contain information to bargaining unit members regarding impact and implementation issues in their work areas and other representational matters, excluding internal union business (e.g., solicitation of union dues and Union elections).

The Union will comply with the following criteria in the distribution of its materials:

- (a) they are 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 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.

25.02 Separate space on bulletin boards will be provided in appropriate work areas for the exclusive display of AFGE correspondence, literature, notices, and official Union bulletins.

25.03 The Employer agrees to provide office space to be used by the Union:

- (a) The size shall be no less than a 120 square foot area. The location and type of wall or partitions used to segregate the Union office space from other BPA activities will be mutually agreed to by the Employer and the Union after considering costs and availability. The space will be enclosed and have locking capability.
- (b) The Employer will supply utilities at no charge and the Union will comply with BPA's energy conservation efforts in its use of these utilities. The Union will pay for the installation and maintenance of any telephone service with the understanding that FTS telephones shall not be used to conduct internal Union business or personal business and that all authorized users shall be subject to applicable rules and regulations regarding the use of FTS telephones.

(c) The use of the office space shall be governed by any existing or future regulations, rules, and laws.

(d) The Employer is not to be held responsible for Union property located within the Union office space.

(e) The Union will exercise due safety and security precautions when using the space.

(f) The Employer will furnish a desk, chairs, locking tub file, personal computer with standard BPA workstation software, and printer with LAN connection for use in the Union office.

25.04 In using the facilities provided under this Article (e.g., distribution of notices and circulars; use of space on bulletin boards; and use of Union office and its personal computer), it is understood that any such use by any Union member who is not on authorized official time shall be on the employee's own time.

26. TRAINING

26.01 The Employer and the Union agree that the training and development of employees within the Unit is a matter of primary importance to both parties and that through the procedures established for labor-management cooperation the parties shall seek adequate training and development of employees to better accomplish the mission of the Employer.

26.02 Training which is considered essential to the full performance of the employee's current position and required by the Employer shall normally be conducted during the duty hours of the employees concerned. Other training which is authorized but not required may be on shared-time basis.

26.03 The Employer will grant up to a total of 240 hours of official time per contract year, not to include travel, per diem, or course costs, for employees selected as Union officials to attend training, approved in advance by the Employer, which is of mutual benefit to the Employer and the Union, provided that a request for approval is received by the Employer at least 30 days in advance of the training. In addition, new stewards will be allowed up to 16 hours of such training time, not to exceed 4 new stewards in a year.

27. PAYROLL DEDUCTIONS FOR UNION DUES

- 27.01 In conformance with applicable Office of Personnel Management regulations and policies of the Department of Energy, the Employer will withhold Union membership dues as voluntarily allotted by employee members of the Union covered by the exclusive recognition granted the Union by the Employer.
- 27.02 Withholdings shall include the regular periodic amounts required to maintain the employee as a member in good standing but shall not include initiation fees, special assessments, back dues, fines, and similar items.
- 27.03 Employees participating in the dues withholding program must be members in good standing of the Union covered by this Agreement as determined by such Union.
- 27.04 Allotments for Union dues must be authorized on required forms, supplies of which are obtained by participating Unions from the Government Printing Office, Washington, D.C. The Union is responsible for informing the bargaining unit members of the allotment program and the use of the required forms.
- 27.05 An employee who wishes to assign an allotment for Union dues must obtain the required form from the Union. The completed and signed form will be processed through the Labor Relations Office.
- 27.06 The required form must be received by Payroll no later than 7 calendar days prior to the beginning of the pay period from which the dues deduction is to be made. Dues deductions will be made from all pay periods.
- 27.07 Union dues will not be withheld when an employee's net salary for the payroll involved is insufficient to cover the dues after other legal and required deductions have been made.
- 27.08 (a) Multiple levels of dues withholding are permissible; however, the amount of dues to be withheld shall remain unchanged until the Union certifies to Payroll 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 contract year. Notifications of dues changes must be received by Payroll no later than 7 calendar days prior to the beginning of the pay period for which the change is effective. This paragraph applies to mass membership changes.
- (b) Individual members may have their Union dues increased or decreased once during the contract year without regard to the paragraph above.
- 27.09 An employee may revoke his/her allotment for Union dues by submitting to Payroll

two copies of a completed and signed required form. The date of such revocation will not be effective until the first full pay period beginning one calendar year after the date of employee's signature on the required form. If not revoked by the end of the first anniversary year, any subsequent revocation will be effective on the first full pay period of their anniversary year, provided the revocation is received by Payroll no later than 7 calendar days prior to the beginning of such pay period. One copy of the required and signed form will be sent immediately by Payroll to the Union.

27.10 Termination of dues withholdings shall be automatic when an employee is expelled from the Union, effective with the first complete pay period after receipt by Payroll of written notice by the Union. The Union is responsible for submitting such notices promptly. Termination of dues withholding shall also be automatic when an employee is no longer employed in the bargaining unit.

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

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

27.13 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.

28. REDUCTION-IN-FORCE PROCEDURES

28.01 The Employer agrees to give the Union the maximum amount of advance notice, consistent with sound management practices, of expected reductions in force.

28.02 All reductions in force will be conducted in accordance with applicable regulations.

29. EMPLOYEE PAYMENTS

29.01 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.