

**BASIC LABOR-MANAGEMENT AGREEMENT**

**between the**

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

**and the**

**COLUMBIA BASIN TRADES COUNCIL**

## **PREAMBLE**

This Basic Labor-Management Agreement, herein called the Basic Agreement, and such Supplementary Agreements as may be agreed upon from time to time together constitute a General Labor-Management Agreement, herein called the General Agreement, between the Bureau of Reclamation, Department of the Interior, acting through the Power Manager of the Grand Coulee Power Office, hereinafter called the Office, and the hourly employees of the Office who are covered by the Agreement acting through the Columbia Basin Trades Council, hereinafter called the Council.

The Bureau of Reclamation recognizes the Columbia Basin Trades Council as the exclusive representative for all hourly paid employees exempt from the Classification Act of 1949, as amended, who are engaged in the operation and maintenance of the water and power facilities and related activities of the Grand Coulee Power Office. Excepted from such representation are employees permanently assigned as shift supervisors in the Operations Division and thereby serving as management representatives.

This Basic Agreement is a revision of the Basic Agreement originally executed April 27, 1949, as amended.

As used herein, the term "General Agreement" refers to the entire Labor-Management Agreement and includes this Basic Agreement and current supplements and amendments executed as parts thereof.

The Council is an affiliate of the following unions:

International Association of Machinists and Aerospace Workers

International Brotherhood of Electrical Workers

International Association of Bridge, Structural and Reinforcing Iron Workers

Laborer's International Union of North America

# **ARTICLE I**

## **GENERAL PROVISIONS**

### **A. Purpose**

**Section 1.1** - It is recognized that the Bureau of Reclamation is an agency of the Government of the United States and that it is dedicated to the accomplishment of the public purposes for which it was created, including the discharge of the public duties and responsibilities vested in and delegated to the Power Manager of the Grand Coulee Power Office.

The public interest in the accomplishment of the purposes of the Office always being paramount, the Office and the Council agree that pending the determination or adjustment of any issue arising between them by means of the procedures herein, there will be no change in the provisions of the General Agreement except as required by law, order, regulation or policy, and there will be no stoppage or interference with the progress of work.

It is further recognized that cooperation between the Power Manager and the employees on the basis of mutual understanding developed through the processes of collective bargaining is conducive to the accomplishment of those public purposes.

**Section 1.2** - The Office and the Council also recognize that they have a common constructive interest in the development and utilization of water and power resources in the Office area and that their common interests will be furthered by the establishment and maintenance of labor management cooperation between the Office and the employees.

**Section 1.3** - Therefore, the Office and the Council hereby agree to establish the negotiation and consultation procedures hereinafter provided for the following purposes:

1. To promote the highest degree of efficiency and responsibility in the performance of the work and the accomplishment of the public purposes of the Office.
2. To provide for fair and reasonable rates of pay, hours, and working conditions.
3. To ensure the making of appointments and promotions on a merit basis.
4. To promote stability of employment and to establish a satisfactory tenure.
5. To provide for improvement and betterment programs designed to aid the employees in achieving their acknowledged and recognized objectives.
6. To adjust promptly all disputes arising between them.
7. To promote systematic labor-management cooperation between the Office and its employees.

### **B. Provisions of Law and Regulations**

**Section 1.4** - It is recognized that in negotiating and administering all matters covered by this General Agreement, both the Office and the employees are governed by the provisions of applicable Federal laws, executive orders, regulations, and policies, including the labor relations policies and regulations prescribed in Department of the Interior manual, all of which are

regarded as paramount, and that this General Agreement shall at all times be applied, subject to all such laws, orders, regulations, and policies as may be in effect from time to time.

**Section 1.5** - In the event that any law, order, regulation, or policy is hereafter enacted or issued that is inconsistent with any of the provisions of this General Agreement, the Office shall promptly notify the Council, and the Council and the Office may issue a joint statement interpreting the effect of such change upon this General Agreement.

**Section 1.6** - No employee and no one seeking employment shall, as a condition of appointment or other action affecting employment status, be required to join or refrain from joining any labor organization. Employees have the right to organize or join or refrain from joining labor organizations, and to designate council representatives for purposes of consulting and negotiating with management officials and processing grievances. In the exercise of this right, employees and their council representatives shall be free from interference and discrimination. Union membership shall not be encouraged or discouraged by anyone acting in a supervisory capacity for the Office, and the unions agree to accept employees as members upon the same basis that other applicants are accepted.

## **ARTICLE II**

### **SCOPE AND DURATION**

**Section 2.1** - This Basic Agreement and the Supplementary Agreements, except as they may otherwise specifically provide, shall be applicable uniformly to all hourly employees in the bargaining unit, as defined in the Preamble. Supplementary Agreement shall specifically indicate the extent of their applicability.

**Section 2.2** - Effective dates

- A. This Basic Agreement shall be effective upon approval by the Secretary of the Interior through July 1, 2017. The agreement shall be renewed for an additional one (1) year period, on each anniversary date thereafter, unless, between ninety (90) and sixty (60) calendar days prior to June, 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.
- B. Supplementary Agreement No. 1 shall be effective upon approval by the Secretary of the Interior and by the office of the Commissioner of Reclamation through July 1, 2017. The Agreement shall be renewed for an additional one (1) year period, on each anniversary date thereafter, unless, between ninety (90) and sixty (60) calendar days prior to June, 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.
- C. Supplementary Agreement No. 2 shall become effective on July 28, 2013, and then the first full pay period in July 2014, July 2015, July 2016, and July 2017. Wages will be established in accordance with the methodology mutually agreed upon by the parties. This Agreement will become effective following ratification by the membership and approval by the Regional Director and Director, Policy and Administration, or upon a date previously agreed upon by the parties.
- D. All Agreements can be opened at any time by mutual consent of the parties.

**Section 2.3** - Either party may terminate this basic Agreement or any Supplementary Agreement after giving the other party 90 days written notice before the applicable expiration date. The office may terminate this basic Agreement only with the approval of the Office of the Secretary of the Interior.

## **ARTICLE III MANAGEMENT RIGHTS**

### **Section 3.1**

- A. The Office retains the right and the obligation in accordance with the applicable Federal Laws, regulations, and this Agreement to:
1. Direct employees covered by this Agreement.
  2. Hire, promote, transfer, assign, and retain employees in positions within the Project organization.
  3. Suspend, demote, discharge, or take other disciplinary actions.
  4. Maintain the efficiency of Government operations entrusted to it.
  5. Determine methods, means, and organization by which such operations are to be conducted.
  6. Take action when necessary to carry out the mission of the Office in emergency situations. (This paragraph does not apply to Section 5.7 of this Agreement.)
- B. The making of reasonable rules and regulations for the conduct of its business is a function of the Office. In making rules and regulations having a bearing upon the terms and conditions of this Agreement, the Office recognizes and will honor the obligation to negotiate with the Council within the discretion of the Power Manager. However, this obligation on the part of the Office does not include matters with respect to the mission of the Office, its budget, its organization, the number and types of employees in the classifications currently covered by this Agreement, or its internal security practices.

## **ARTICLE IV**

### **WORK ASSIGNMENTS AND CRAFT JURISDICTION**

**Section 4.1 - Work Assignment.** Work assignments will be made by the Office which result in a safe, efficient, and productive work environment.

- 1) Work assignments for individual employees will, as a matter of routine, fall into categories of: Hydromechanic, Power Systems Control Craftsman, Operations, Electrician, and Hydro Support.
- 2) The Office (management) shall make work assignments to employees that are designated and qualified to perform work within their respective category.
  - a. Equipment/material does not determine jurisdiction, but equipment/material can help the number of employees needed to perform the work.
- 3) Wages are determined based upon comparisons to similar positions amongst utility companies surveyed; therefore, assignments of work within the Office will also be somewhat similar, where applicable.
- 4) In emergencies or unusual circumstances, the Office may assign work to those employees who, in its judgment, are best qualified to perform the work until an agreement is reached with the Council in accordance with the provisions in this Section 4.1. The Office will alter its assignments hereunder as soon as qualified replacements are available.

**Section 4.2 - Composite Crews.** The Council and the Office agree that the Office may establish composite crews. These crews may consist of persons from any or all of the work classifications/categories that exist at the Office. These crews may be led by a Foreman I. Members of these crews may assist and work with one another.

**Section 4.3 - Training.** The Council and the Office agree that the training of existing and new employees will be needed to best meet individual needs of the employees so they can efficiently perform work assignments. Training will consist of on-the-job (OJT) from other employees or supervisors, classroom, and/or self-study programs. The Council and Office agree to work cooperatively in identifying individual training needs and potential sources for providing training.

**Section 4.4 - Qualifications and Competency.** The Office shall be the sole judge of the qualifications and competency of an employee and of an employee's ability to do the work assigned.

- 1) The definition of a qualified journeyman is an employee who has completed an approved apprenticeship or who possesses equivalent experience as defined by Office of Personnel Management.

**Section 4.5 - Work Assignment Committee.** A committee will be established to attempt resolution of differences in opinion regarding work assignments and future work methods. It is intended that this committee will attempt to resolve assignment disputes as a precursor step to the formal grievance process. The committee will consist of an equal (not to exceed four from each side) number of members, from each the Council and the Office. Each member shall have

one vote and the authority to resolve disputes over assignments of work. Decisions shall be by majority vote. The Chairperson of the committee will alternate at twelve-month intervals between a Council member and an Office member. Decisions of the committee will be reduced to writing and followed by the Office in the assignment of future work. Records of the meetings will be kept and distributed.

- 1) The establishment of the Work Assignment Committee will in no way negate any rights of the Council or the Office under the terms of this Agreement.
- 2) In the event the Work Assignment Committee should be unsuccessful in resolving a dispute arising under Sections 4.1 or 4.2 of this Article, subsequent resolution of such disagreements can be undertaken by either party through the procedures set forth in Article VII of the basic agreement.

## **ARTICLE V NEGOTIATIONS**

**Section 5.1** - Ninety days prior to the anniversary date, this entire contract is open for negotiation of wage rates and other matters. Proposed changes should be in writing and, except in the case of pay rates, should state the nature of revisions desired. (2003)

**Section 5.2** - The parties agree to exchange proposals in writing no later than the first full week in March and to meet for negotiations no later than the first full week in April of the calendar year, unless otherwise agreed upon.

**Section 5.3** - The rates of pay for operation and maintenance schedules shall be determined through the process of collective bargaining between the Council and the Office consistent with governing laws and regulations. In addition to the negotiating committees of the Council and the Office, consisting of not more than five members each, who shall participate in the negotiations at the joint conference, representatives of the unions affiliated with the Council and representatives of the Bureau may be permitted to attend the conference.

**Section 5.4** - Prior to such negotiations the Office and the Council may set up a joint fact-finding committee and appropriate subcommittees (the expenses of which, when approved in advance by the Office and the Council and authorized by existing laws and regulations, except for the compensation and traveling expenses of the members, shall be borne jointly by the Council and the Office) for the purpose of establishing any relevant facts pertaining to rates of pay, classifications, and conditions of employment. Consideration shall be given by the Office and the Council in their negotiations to any fact so established. Consideration shall also be given to any facts established by independent surveys by the Office or the Council.

**Section 5.5** - Wage rates not established by regular wage conferences or by determinations as provided above, but which may be required from time to time, will be negotiated by the representative of the Office and by the Council meeting through its executive secretary. (1995)

**Section 5.6** - Emergency use may be made of additional classifications and rates as may be necessary. Emergency rates and classifications shall be recommended by the Power Manager and remain in effect until a permanent rate is agreed upon or settled through arbitration. Immediate negotiations shall be entered into between the Office and the Council in order to reach such agreement on emergency rates. Once the rate is established by either process, it is effective from the date of entry into the position.

## **ARTICLE VI NEGOTATION IMPASSES**

**Section 6.1** - When agreement is not reached in direct negotiation upon rates of pay and working conditions affecting employees covered by this General Agreement, either party may invoke the services of the Federal Mediation and Conciliation Service. The mediator shall use his best efforts to bring the parties to agreement by mediation. Mediation may be waived by mutual consent of the parties.

**Section 6.2** - If efforts to bring about agreement through mediation are not successful, the Council and the Office shall submit their controversy to arbitration.

The parties, failing to mutually agree upon an arbitrator, shall submit a request to the Office of Arbitration Service of the Federal Mediation and Conciliation Service for a panel of seven (7) qualified arbitrators. Within ten (10) working days after receipt of the panel by both parties, representatives of the parties shall meet to select an arbitrator. The first strike shall be determined by the flip of a coin and continue alternately until one name remains. The remaining person shall be asked to serve as the arbitrator in the matter(s) in dispute. The decision of the arbitrator shall be binding on the parties, as permitted by law, or appealed, as stipulated by laws governing Federal negotiations. Costs of arbitration shall be shared by the parties, as specified in Section 7.5 below.

**Section 6.3** - If either party invokes impasse resolution machinery up to and including interest arbitration, the effective date of the wage adjustment will be determined by the arbitrator.

## **ARTICLE VII GRIEVANCE PROCEDURE**

### **Section 7.1**

- A. The purpose of this article is to provide a mutually satisfactory method for the settlement of grievances between members of the bargaining unit and their supervisors and/or disputes over the interpretation and application of this Agreement. The Office and the Council agree that it is intended that this grievance procedure will provide a means of resolving complaints and grievances at the lowest level possible. Nothing in this article shall be interpreted as requiring the Council to represent an employee if it considers the grievance to be invalid or without merit. At any step in the procedure, within the above specified time limits, either party may request a meeting of persons involved in the matter or a Joint Board of Adjustment to try to resolve the issues prior to binding arbitration.  
(1991)
- B. If at any step of the grievance procedure set forth herein, the aggrieved employee decides to accept decision rendered by the responsible official of the Office, the grievance shall be terminated after approval of the Council.
- C. This Article shall be the exclusive procedure for the settlement of grievances over the interpretation or applications of the provisions of this general agreement and its supplementary agreements. The following matters (1-5) are specifically excluded from consideration:
- 1) Statutory appeals procedures (except as noted below)
  - 2) Equal Opportunity complaints
  - 3) Separation of employees during the probationary period
  - 4) Reductions in force
  - 5) Matters under the Fair Labor Standards Act

Employees may exercise the option of utilizing either the negotiated grievance procedure or:

- 1) The statutory procedure in the processing of prohibited personnel practices; and
- 2) The U.S. Merit System Protection Board appellate procedures for adverse actions (suspensions of more than 14 days, reduction in grade, or removal) and performance-based actions.

Employees may not use both procedures for the same action. Once written submission is made under either procedure by an employee or his/her designated representation, that choice is irrevocable. A written submission concerning submission to the grievance procedure refers to the formal presentation of the grievance specified in Section 7.3.  
(1995)

- D. Other questions as to whether or not a grievance is on a matter subject to this grievance procedure or is subject to arbitration under this Agreement may, by agreement of the parties, be submitted to arbitration.
- E. Any employee filing a grievance or serving as representative of another person on a grievance shall be protected from restraint, interference, coercion, discrimination, or reprisal in presenting the grievance. If an employee covered by this General Agreement should choose not to be represented by a representative approved by the Council, he must represent himself in presenting the grievance. The Council shall be given the opportunity to be represented at the adjustment of the grievance between the Office and the aggrieved. The adjustment of a grievance shall not be inconsistent with the terms of this General Agreement.
- F. When it is determined by the Office that disciplinary and/or adverse action which requires prior notification may be necessary, it will be accomplished in a timely manner, and the employee will be promptly informed by notice in writing of the specific reasons why the action is to be taken. This notice in writing will be the notice of proposed disciplinary/adverse action. The employee will have the right to present an oral and/or written response to the Office's proposed action. Timeframes for response will be outlined in the proposal notice. In presenting their oral and/or written response, the employee may represent himself or herself, choose to have a Union official represent them, or, if employee chooses to have another person serve as their representative (other than the Union), the employee must obtain prior approval from the Columbia Basin Trades Council President. A formal written notice of decision will be given after the oral and/or written response(s) are given or after the time frames indicated, if no response(s) are made.
- G. A grievance may be undertaken by the Council on an issue that has Columbia Basin Trades Council-wide impacts by submitting the grievance directly to the Office of the Power Manager. The Council President or designee<sup>1</sup> shall submit an informal grievance with the Office within twenty (20) calendar days of the occurrence of the grievance. The Office will provide a response within twenty (20) calendar days. If the Council is dissatisfied with the response, the Council President or designee may, within twenty (20) calendar days, file a written grievance with the Office specifying the violation and remedy sought. The Office must provide a written response within twenty (20) calendar days.
- H. The Office may file a grievance with the Council by informally bringing it to the attention of the Council President within twenty (20) calendar days of occurrence of the grievance. The Council President shall, within twenty (20) calendar days, provide a response. If the Office is dissatisfied with the response, the Office may file a written

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<sup>1</sup> Council President is defined as the President or designee.

grievance within twenty (20) calendar days, with the Council President specifying the violation and remedy sought. The Council President must provide a written response within twenty (20) calendar days.

If the Office is not satisfied with the response or resolution proposed, it may invoke arbitration within twenty (20) calendar days after receipt of the written response from the Council President. The Office will follow the procedures outlined in Article VII, Section 7.5 to submit the grievance to arbitration.

If the Council is not satisfied with the response or resolution proposed, it may invoke arbitration within twenty (20) calendar days after receipt of the written response from the Office. The Council must follow the procedures outlined in Article VII, Section 7.6 to submit its grievance to arbitration.

**Section 7.2 - Informal presentation.** An employee<sup>2</sup> who feels he/she has a legitimate grievance and/or duly recognized Council Official<sup>3</sup> shall present the grievance matter informally to the supervisor involved. The grievance must be presented within 20 calendar days after receipt of the notice of action or knowledge or occurrence of the incident with which the aggrieved is dissatisfied. Every effort shall be made to settle the grievance promptly at this informal step. The supervisor may involve higher-level supervisors if he wishes.

**Section 7.3 - Formal presentation.** If the grievance is not settled within 20 calendar days after informal presentation and further consideration is desired, it shall be reduced to writing and sent to the appropriate Unit Head<sup>4</sup> (or designee) within 20 calendar days after expiration of the term provided for informal settlement. A copy of the written grievance shall be sent simultaneously to the Office. The written grievance must contain the following information: (a) identity of person originating the grievance; (b) specific nature, details, and date of occurrence of grievance; (c) specific corrective action desired; (d) specify the contract clause violated; (e) name of the representative, if any.

**Section 7.4 - Consideration of formal grievance.** If the Unit Head who has been presented with the grievance has not settled the matter to the satisfaction of all concerned within 20 calendar days, it may be referred to the Office of the Power Manager within 20 calendar days of receipt of the decision of the Unit Head. The grievant or his representative may ask that the written request be supplemented by verbal presentation to the Office. If the Office is not successful in adjusting

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<sup>2</sup> The term “an employee” references an employee who suffers harm as a result of some management action. This personally harmed employee shall file his/her own grievance. Employees who are not personally harmed who are not duly recognized Council Officials are not authorized by this grievance procedure to file grievances on behalf of other bargaining unit members.

<sup>3</sup> A Council Official is defined as a President, Vice-President, Secretary/Treasurer and/or Steward of the CBTC.

<sup>4</sup> Unit Head is defined as Superintendent – Power Operations; Superintendent – Industrial Area/Outside Area/Switchyards; Superintendent – Third Powerhouse; Superintendent – PG Plant; Superintendent – Left/Right Powerhouses; Administrative Officer.

the grievance within 20 calendar days, it may be taken to the final step of this procedure, which is binding arbitration.

**Section 7.5 - Arbitration.** The aggrieved party shall have up to 30 calendar days after receipt of a reply from the Office to submit the grievance to arbitration. The arbitrator is to be selected as provided in Section 6.2 above. Arbitration may be invoked only by the Regional Office or the Council with the concurrence of the aggrieved employee. Failure on the part of the complainant to comply with time limits specified herein shall render the grievance closed. Time limits may be extended by mutual agreement prior to their expiration.

Each party shall bear the expense of preparing and presenting its own case, including travel expenses for any witnesses, and the parties shall share equally all costs of the arbitrator and fees related to any hearing. Employees serving as witnesses shall be in a duty status while serving in that capacity if they otherwise would have been in duty status at that time.

The decision of the arbitrator shall be final and binding on the parties. Either party may request an exception to an arbitration decision under the rules and procedures of the Federal Labor Relations Authority.

## **ARTICLE VIII**

### **APPOINTMENT AND TENURE**

**Section 8.1** - It is the Office's objective to provide, wherever possible, subject to regulatory limitations and labor requirements, continuous employment for the Office's hourly employees. The employees will therefore be given appointments which afford greatest job security in keeping with this objective.

**Section 8.2** - The Office shall select all employees in accordance with the provisions of appropriate civil service laws, the regulations of the Office of Personnel Management, and the Bureau Merit Promotion Plan. Selections in accordance with such regulations will be made on the basis of merit and efficiency as determined by such factors as ability, skill, diligence, training, and experience. The Office may request the assistance of the Council with determining the qualifications of applicants for vacancies that occur within the classifications covered by this Agreement. It is understood and agreed that the Office has total right of selection of employees within the qualified pool. When the Office is seeking applicants for employment, local Union representatives of the appropriate union, among others, Council officials will be notified so that qualified persons may be made available for the vacancies.

**Section 8.3** - Suspensions, terminations, and reductions in force shall be made in accordance with regulations of the Office of Personnel Management.

In individual suspensions or dismissals for cause, the Office will issue a written statement of reasons to the employee involved. In reductions in force, the Office will give the maximum amount of advance notice consistent with sound management.

## **ARTICLE IX**

### **CONDITIONS OF EMPLOYMENT**

**Section 9.1** - All existing rules of the Office relating to employees and all privileges and benefits heretofore granted to them which are not specifically mentioned or changed by this General Agreement shall, so far as they are not inconsistent with this General Agreement or with applicable Federal statutes, executive orders, regulations, policies and decisions, remain in effect.

**Section 9.2** - Each employee shall be assigned a designated place or places to report for work. The employee shall report at the place designated at the commencement of workday and, after reporting, shall be regarded as on duty. Travel between the place of reporting and the actual place of work shall be part of the employee worktime, and any transportation necessary shall be provided by the Office.

**Section 9.3** - Travel expenses and per diem for travel away from official duty station will be compensated in accordance with Federal travel regulations.

**Section 9.4** - The Office will endeavor to carry on all its operations consistent with the requirements of the job and with regard to the safety and health of its employees. The Office will formulate and publish safety rules, and the employer and employees shall obey such rules and regulations as they are set forth in the applicable safety and health laws, rules, and regulations.

**Section 9.5** - Benefits such as the following will be provided in accordance with the current provisions of statutes, regulations of the Office of Personnel Management, or other authority to all eligible employees covered by this Agreement: (a) annual leave, (b) sick leave, (c) leave without pay, (d) retirement benefits, (e) compensation for job-related injuries, (f) unemployment compensation, (g) social security, (h) group life insurance, (i) group health insurance, and (j) severance pay.

Deductions will be made from base pay as prescribed by law or regulations for the above and for other authorized deductions such as: (a) Union dues, (b) savings bonds, (c) allotments to savings institutions.

## **ARTICLE X APPRENTICESHIP**

**Section 10.1** - An appropriate system of apprenticeship will be established and maintained for employees covered by this General Agreement. Minimum standards for apprenticeship shall conform to the standards of, and shall be approved by, Bureau of Apprenticeship and Training, U.S. Department of Labor, prior to adoption. A Joint Council on Apprenticeship consisting of three representatives appointed by the Project Manager and three representatives to be designated by the Council shall be maintained and shall establish appropriate objectives and procedures for its operation.

Matters concerning apprentices, other than rates of pay, will be governed by the applicable apprenticeship standards as approved by the Bureau of Apprenticeship and Training.

**ARTICLE XI**  
**LABOR-MANAGEMENT COOPERATION AND ASSISTANCE**

**Section 11.1**

- A. Union Stewards. Shop stewards shall be designated by the employees through their respective unions, and the unions shall supply the Project Manager with their names which shall be posted on appropriate bulletin boards. Together, the stewards so designated shall form the Steward's committee. The shop stewards are authorized to perform and discharge the duties and responsibilities which may be properly assigned to them by the unions under this General Agreement, and the Office agrees that there shall be no discrimination against a shop steward because of the performance of such duties.
- B. Joint Cooperative Committee. This committee shall consist of up to five members designated by the Council from among the stewards, and up to five members designated by the Project, as determined by each party. This committee shall have a chairman selected by its members, alternating annually between the Council and Project. The committee shall meet periodically at the call of the chairman who shall be responsible for developing an agenda and providing it to the other members in advance of the meeting. This committee is empowered to issue written communication directly to the bargaining unit employees and supervisors. The purpose of this committee is to foster and encourage communication between the union and management.
- C. It is further agreed that as found to be desirable, the officers of the Council and of the Office may meet in a joint cooperative conference for the purpose of reviewing the conclusions reached and action taken by the Joint Cooperative Committee, for acting upon any matters referred to them by the joint committee or for any other cooperative action desired for the purpose of labor-management cooperation.

**Section 11.2**

- A. Equal Employment Opportunity. The Bureau of Reclamation Grand Coulee Project Office, and the Columbia Basin Trades Council do hereby agree that both parties will not discriminate because of race, sex, creed, color, religion, age, national origin, individual handicap, marital status, or political affiliation.
- B. Whenever words denoting masculine or feminine gender are used in this agreement or supplement, they are intended to apply equally to either gender.

**Section 11.3 - Business Representative/Agent visits.** It is recognized that in order for the Council to discharge its obligations under the terms of this General Agreement, Business Representatives/Agents will be permitted to visit places of work during working hours. Prior to entering such places of work, Business Representatives/Agents shall contact the Office's official in charge and reach agreement on the extent and length of such visits. The visits shall be confined to discussion of matters directly related to this Agreement. Visits inside security areas will be subject to existing security restrictions.

**Section 11.4** - Bulletin boards. Space on bulletin boards shall be made available to the Council for posting of official Union bulletins. The use of such space shall be subject to the provisions of departmental policy.

**Section 11.5** - Distributions of Agreements. The Office will reproduce and distribute booklet-size copies of this agreement and any amendments or supplements thereto in a timely fashion to all employees in the unit, new employees, to their supervisors, to management officials, and to the Union. A complete copy of this Agreement together with any Memorandums of Understanding (MOU) and/or Memorandums of Agreement (MOA) in effect from time to time shall be maintained at each place at which hourly employees report to work.

**Section 11.6** - An employee elected or appointed to serve as a Union Local Officer of a CBTC-affiliated union (i.e., President, Vice President, Secretary/Treasurer, Board Member) may be granted leaves of absence to fulfill the duties of that office. Such leaves of absence may be either annual leave or leave without pay (LWOP). However, leave without pay (LWOP) will not be authorized for more than 5 consecutive days duration at any one time. (1991)

**Section 11.7** - Management will send the President, Vice President and Chief Stewards of the Council prior notification of any scheduled new employee orientation session. Such notification will include the name of the employee, classification, and time of appointment. One (1) of the Columbia Basin Trades Council (CBTC) representatives stated above will be allowed official time, not to exceed fifteen minutes, to introduce themselves, provide the new employees with a copy of the collective bargaining agreement, a list of Union officials on the project, and to answer any questions the employee may have regarding representation. The union official will be guided by §7131(b) in conducting the orientation briefing in answering any questions an employee may have regarding the CBTC.

FOR THE BUREAU OF RECLAMATION:

FOR THE COLUMBIA BASIN TRADES  
COUNCIL:

/s/  
\_\_\_\_\_  
Regional Human Resources Officer

/s/  
\_\_\_\_\_  
President, CBTC

/s/  
\_\_\_\_\_  
Deputy Power Manager

/s/  
\_\_\_\_\_  
Vice President, CBTC

/s/  
\_\_\_\_\_  
Supvy Facility Operations Specialist

/s/  
\_\_\_\_\_  
CBTC Negotiating Committee

/s/  
\_\_\_\_\_  
Supvy Facility Operations Specialist

/s/  
\_\_\_\_\_  
CBTC Negotiating Committee

/s/  
\_\_\_\_\_  
Supvy Facility Operations Specialist

/s/  
\_\_\_\_\_  
Secretary/Treasurer, CBTC

/s/  
\_\_\_\_\_  
Supervisor, Employee & Labor Relations

RECOMMENDED:

/s/  
\_\_\_\_\_  
Power Manager  
Grand Coulee Power Office

EXECUTED AND RECOMMENDED FOR APPROVAL:

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

11/21/2013  
Date

APPROVED:

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

12/13/2013  
Date

# **SUPPLEMENTARY LABOR-MANAGEMENT AGREEMENT NO. 1**

## **GENERAL WORKING CONDITIONS**

### **Article 1-1**

#### **Hours of Work**

**Section 1-1.1** – The regular hours of employment for all hourly employees of the Project shall be bulletined by kinds of employment or by services at each place of employment. Except in emergency situations, a minimum of twenty-four hours notice shall be given employees of any change in regular working hours. The Project will, having due regard to the necessities of continuous and uninterrupted services and economies of operation, make every effort to keep emergency or call work, overtime work, and irregular shifts to an absolute minimum. Notice of variations shall be given as far in advance as practically possible.

**Section 1-1.2** – The standard workweek shall consist of five consecutive workdays of eight hours each, aggregating forty hours per week, Monday through Friday. Whenever it is found necessary to meet Project needs, workweeks may be scheduled to include either or both Saturday and Sunday. Every effort shall be made to organize work so as to provide two days' rest in seven, one of which, whenever feasible, shall be Sunday. Scheduled free days shall be consecutive whenever possible.

**Section 1-1.3** - Variations from the foregoing provisions relating to the standard workday or workweek may be provided as needed. Whenever necessary to meet such exigencies as may arise, the Project may call upon employees to perform work during hours or on days other than or beyond those falling within their regularly scheduled tours of duty.

**Section 1-1.4** - Holidays will be granted and pay administered in accordance with existing legislation and procedures prescribed by the Office of Personnel Management.

**Section 1-1.5** – For those employees engaged in a 10-on, 4-off rotating schedule, it is acceptable practice to schedule an employee off on his holiday (which may be the actual day of the legal holiday or a day in lieu of the actual holiday) if that day is his last scheduled workday before days off or his first scheduled workday after days off. It is not acceptable practice to schedule a 10-on, 4-off employee to be off on a holiday on a day other than the first or last day of his schedule, as cited above.

**Article 1-2**  
**Voluntary Salary Allotments of Union Dues**

**Section 1-2.1** - Office of Personnel Management, Department of the Interior, and Bureau of Reclamation regulations, particularly parts thereof establishing standards regarding eligibility of employees for voluntary salary allotments of Union dues, shall be applied by the Project without further amplifications or specification herein.

**Section 1-2.2** - The Council is responsible for obtaining standard authorization forms (SF-1187), distributing them to employees, explaining the voluntary nature of the salary allotments, and for forwarding the completed forms to the Project. On the forms shall be designated the exact amount to be withheld from each bi-weekly salary payment to each employee making this voluntary salary allotment.

**Section 1-2.3** - No employee may designate more than one union as the recipient of dues deducted from his salary.

**Section 1-2.4** - The Council shall designate one authorized representative for each affiliated union and shall ensure that the Project has a current list of the names and addresses of all authorized representatives. The authorized representatives will carry out the responsibilities outlined in Section 1-2.2 (above). The Project will direct remittances, reports, and other correspondence required for the proper administration of this Article to the authorized representatives of the respective unions or to the Executive Secretary of the Council as appropriate.

**Section 1-2.5** - Deductions shall be made each pay period, and separate payments by the Project to the unions, designated by employees in their authorizations, shall be made at the same interval. Deductions from the salaries of individual employees shall begin as soon as possible after their authorizations are received. The amount remitted to each union shall be the total of all allotments.

**Section 1-2.6** - At the end of each pay period, the Project shall furnish each union a statement including the names of employees from whose salaries dues were withheld, amounts actually deducted, service charges retained, and net amounts to be remitted to the union.

**Section 1-2.7** - Once each year, each union affiliated with the Council may notify the Project of changes in the amounts to be deducted from the salaries of employees who have authorized salary allotments to it. The Project shall effect such changes on the first pay period following receipt of such notification unless a later date is specified in the notification.

**Section 1-2.8** - Each union shall promptly notify the Project whenever any employee who has authorized payment of salary deductions to it ceases to be a member in good standing. The Project will notify each union whenever changes in an employee's employment status makes him ineligible for further deductions. Deductions will cease as soon as possible following receipt by the Project of the appropriate notification.

**Section 1-2.9** - Individual employees may obtain standard revocation forms (SF-1188) from the Project or may notify the Project by letter that they desire to revoke their deductions. Revocation

notices may also be submitted through the employees' unions if the employees so desire. Revocation shall be effective on the first pay period following March 1 or September 1 after receipt by the Project of the revocation notice. However, the Project shall promptly notify the union involved after receiving any such notice.

**Article 1-3**  
**Workdays and Work Schedules for Rotating Shift Employees**

**Section 1-3.1** - The standard workday for Operations Division employees shall be from 7:30 a.m. to 3:30 p.m. for day shift; 3:30 p.m. to 11:30 p.m. for swing shift; and 11:30 p.m. to 7:30 a.m. for graveyard shift.

A. The standard workday for the Outage Dispatcher shall consist of 8 hours, which shall be 7:30 a.m. to 12 noon and 12:30 p.m. to 4 p.m. When other personnel work this position, they shall work the same hours.

**Section 1-3.2** - Powerplant Dispatcher, Assistant Powerplant Dispatcher, and Senior Powerplant Operators will work a 10-on, 4-off schedule for 48 weeks and then will work a 5-on, 2-off relief schedule for 12 weeks.

The administrative workweek for those working a 10-on, 4-off schedule begins and ends in the middle of the 4 days off. The administrative workweek for those working a 5-on, 2-off relief schedule is the calendar week; consequently, they may be assigned to work any combination of 5 days worked and 2 days off in the calendar week.

The sixth position, Assistant Powerplant Dispatcher, will work a 5-on, 2-off schedule continuously except when needed for relief. When assigned to relief, the calendar week is the administrative workweek for that position.

The Outage Dispatcher will work a 5-on, 2-off schedule.

**Section 1-3.3** - Powerplant Operators will normally work a 10-on, 4-off rotating schedule. For those working a 10-on, 4-off schedule, the schedule will be advanced 2 days every 12 weeks, which will change the days off, thus providing for equal distribution (over a period of time) of weekends off and weekdays off. Powerplant Operators may be assigned to a 5-on, 2-off schedule to accomplish training and special assignments.

**Section 1-3.4** - Short notices of Shift Change. Except when assigned to a relief schedule, Powerplant Dispatchers, Assistant Powerplant Dispatchers, Senior Powerplant Operators, and Powerplant Operators whose shift is changed with less than 8 hours' notice shall be paid at the overtime rate for the first shift following such notice. (1991)

**Section 1-3.5** - Short changes between shifts for any personnel regardless of workday or work schedule. Employees' work schedule shall not contain short changes of less than 7 ½ hours between shifts. If a short change of less than 10 hours occurs more than once, each consecutive short change will be paid at the overtime rate. (1991)

**Article 1-4**  
**Workdays and Work Schedules for Nonrotating Shift Employees**

**Section 1-4.1** - The standard workday shall consist of 8 hours which normally shall be 7:30 a.m. to 12 noon and 12:30 p.m. to 4 p.m.

**Section 1-4.2** - For long-term conditions, a work schedule may be established consisting of 8 hours per day and aggregating 40 hours per administrative workweek.

**Section 1-4.3** - For temporary conditions, nonstandard work schedules may be established. If an employee's assignment does not continue for 5 consecutive workdays or more on such a nonstandard schedule, the hours of such schedule falling outside the standard 7:30 a.m. to 4 p.m. schedule will be paid for at the overtime rate. Hours worked between 7:30 a.m. and 4 p.m. on a nonstandard schedule will be paid at the regular rate.

For temporary conditions, a nonstandard swing shift work schedule of less than 5 days may be established, so long as the schedule immediately precedes the employee's days off. This has the effect of keeping the employee from having to work the immediate next day's shift after working swing shift.

**Section 1-4.4** - Employees who are hired on a temporary appointment and who are assigned to a swing shift on their last scheduled workweek may have their last day changed, without penalty payment incurred to management, to dayshift after 8 hours rest, in order to facilitate the exit interview process from Federal employment.

## **Article 1-5**

### **Meals**

Note: Sections 1-5.1 through 1-5.5 apply to Non-Rotating Shift Employees, and Section 1-5.6 applies to Rotating Shift Employees.

**Section 1-5.1** - Meal periods for non-rotating shift employees shall be 30 minutes in length as follows: Midnight to 12:30 a.m., 6:30 a.m. to 7 a.m., 12 noon to 12:30 p.m., and 6 p.m. to 6:30 p.m. If mutually agreed between affected employees and immediate supervisors, the 30-minute meal period may be varied for employees not working the standard workday. These meal periods may be varied up to 1 hour either way as determined by the supervisors concerned. (1991)

**Section 1-5.2** - When an employee is required to work on his non-workdays or wholly outside the regular hours, the employee is expected to bring his first meal when reporting to work. In case additional meal periods are involved, each succeeding meal period shall be paid at the overtime rate, except when employees are in per diem status. (1991)

**Section 1-5.3** - When an employee is required to work beyond regular quitting time, a paid meal period not to exceed one-half hour will be provided per Section 1-5.1 above. If meal periods are not provided, one-half hour at the overtime rate shall be paid as penalty for each meal period not provided the employee. (1991)

**Section 1-5.4** - When an employee is required to report to work on workdays more than 2 hours before regular starting time and the employee continues to work into the regular work hours, a paid meal period (per Section 1-5.1) not to exceed one-half hour shall be allowed. If the supervisor determines the work does not allow a meal period, the employee shall be paid an additional one-half hour at the overtime rate as penalty. (1991)

**Section 1-5.5** - In an emergency situation, at the discretion of the supervisor, the crews may be required to eat in shifts, or one employee may be sent to bring in meals for the crew. (1991)

**Section 1-5.6** - In overtime situations where there is no opportunity to prepare a meal prior to beginning of work, reasonable and adequate provisions will be made for meals. Employees in such situations will receive the overtime rate for such meal period. Normally, such employees will not be required to work more than 6 hours without a meal. (1991)

FOR THE BUREAU OF RECLAMATION:

/s/ \_\_\_\_\_  
Regional Human Resources Officer

/s/ \_\_\_\_\_  
Deputy Power Manager

/s/ \_\_\_\_\_  
Supvy Facility Operations Specialist

/s/ \_\_\_\_\_  
Supvy Facility Operations Specialist

/s/ \_\_\_\_\_  
Supvy Facility Operations Specialist

/s/ \_\_\_\_\_  
Supervisor, Employee & Labor Relations

RECOMMENDED:

/s/ \_\_\_\_\_  
Power Manager  
Grand Coulee Power Office

FOR THE COLUMBIA BASIN TRADES  
COUNCIL:

/s/ \_\_\_\_\_  
President, CBTC

/s/ \_\_\_\_\_  
Vice President, CBTC

/s/ \_\_\_\_\_  
CBTC Negotiating Committee

/s/ \_\_\_\_\_  
CBTC Negotiating Committee

/s/ \_\_\_\_\_  
Secretary/Treasurer, CBTC

EXECUTED AND RECOMMENDED FOR APPROVAL:

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

11/21/2013  
Date

APPROVED:

/s/  
Manager, Human Resources Policy and Programs Division,  
U.S. Bureau of Reclamation

12/9/2013  
Date

APPROVED:

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

12/13/2013  
Date