Initial Basic Labor-Management Agreement

between the

Bureau of Reclamation Grand Coulee Project Office

United States

Department of the Interior

and the

International Federation of

Professional and Technical Engineers

Local 89, AFL-CIO and CLC

Contents

PREAMBLE

In accordance with the Federal Service Labor-Management Relations Statute (Title VII of The Civil Service Reform Act of 1978) (5 USC Chapter 71), hereinafter referred to as the Statute, this basic labor-management AGREEMENT, hereinafter referred to as the Agreement, is made by and between the Bureau of Reclamation's Grand Coulee Project Office, Grand Coulee, Washington, hereinafter referred to as the Employer or Management, and the International Federation of Professional and Technical Engineers, Local 89, AFL-CIO and CLC, hereinafter referred to as the Union or Local.

The terms "he," "his," and "him" used in this AGREEMENT refer to both the male and female genders.

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

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

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

Now, therefore, the parties agree as follows:

ARTICLE 1
RECOGNITION AND BARGAINING UNIT DESCRIPTION

Section 1.1 The Grand Coulee Project Office hereby recognizes that the International Federation of Professional and Technical Engineers is the exclusive representative of all employees in the bargaining unit as defined in Section 1.2.

Section 1.2 The bargaining unit to which this AGREEMENT shall apply is defined in the Certification of Representative issued by the Federal Labor Relations Authority, San Francisco Regional Office, San Francisco, California, April 27, 1990, re Case No. 9-RO-00003, as follows:

INCLUDED: All professional and nonprofessional employees at the Grand Coulee Project Office, Washington.

EXCLUDED: Management officials, supervisors and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7); and all employees in existing bargaining units.

ARTICLE 2
EQUAL EMPLOYMENT OPPORTUNITY

SECTION 2.1 The Employer and the Union, in fulfilling their roles under the Statute, are committed to the principle that there shall be no discrimination against employees on the basis of race, color, religion, sex, national origin, age, or physical or mental handicap.

ARTICLE 3
MANAGEMENT RIGHTS

Section 3.1 Nothing in this AGREEMENT shall affect the authority of any management official of the Grand Coulee Project Office:

a. To determine the mission, budget, organization, number of employees, and internal security practices of the Grand Coulee Project Office; and

b. In accordance with the applicable laws:

    1. To hire, assign, direct, layoff, and retain employees of the Grand Coulee Project Office, 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 Grand Coulee Project Office operations shall be conducted;

    3. With respect to filling positions, to make selections for appointments from:

        a. Among properly ranked and certified candidates for promotion; or

        b. Any other appropriate source; and

    4. To take whatever actions may be necessary to carry out the Grand Coulee Project Office mission during emergencies.

Section 3.2 Nothing shall preclude the Employer and the Union from negotiating:

a. At the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

b. Procedures which management officials of the Grand Coulee Project Office will observe in exercising any authority under this section; or

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 4
UNION RIGHTS AND DUTIES

Section 4.1 The Union is the exclusive representative of the employees in the bargaining unit it represents and is entitled to act for and negotiate collective bargaining agreements covering all employees in the unit. The Union is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to Union membership.

Section 4.2 The Union shall be given the opportunity to be represented at:

a. Any formal discussion between one or more representatives of the agency and one or more employees in the bargaining unit or their representative concerning any grievance or any personnel policy or practice or other general condition of employment; or

b. Any examination of an employee in the bargaining unit by a representative of the agency in connection with an investigation if:

    1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and

    2. The employee requests representation.

Section 4.3 Upon receipt of an employee's request for Union representation, the Employer shall have the option to:

a. Provide the employee the opportunity to confer with and be represented by a Union representative of the employee's choice;

b. Offer the employee the choice to continue meeting or discussion without Union representation;

c. Discontinue the meeting.

Section 4.4 The rights of the Union under the provisions of this article shall not be construed to preclude an employee from:

a. Being represented by an attorney or other representative, other than the Union, of the employee's own choosing in any grievance or appeal action; or

b. Exercising grievances or appellate rights established by law, rule, or regulation; except in the case of grievance or appeal procedures negotiated under this AGREEMENT.

Section 4.5 The Union will promote appropriate behavior of its representatives when in attendance at formal discussions with representatives of the agency and employees of the bargaining unit.

Section 4.6 The Union acknowledges its appropriate role in the encouragement of bargaining unit employees in attempting to:

a. Improve labor-management relations.

b. Encourage quality work performance.

c. Promote reduced absenteeism and tardiness.

d. Promote efficiency.

e. Encourage proper use of sick leave.

f. Encourage proper use of telephones.

g. Promote the provisions of this agreement.

h. Promote respectful interpersonal relations.

ARTICLE 5
EMPLOYEE RIGHTS

Section 5.1 Refer to Title 5 USC, Section 7102, “Employee Rights,” for this article.

ARTICLE 6
DISCIPLINARY AND ADVERSE ACTIONS

DISCIPLINARY ACTIONS

Section 6.1 The Employer and the Union agree that the public interest requires maintenance of high standards of employee integrity, conduct, and effectiveness. To accomplish these objectives, the Employer agrees that disciplinary actions will be initiated only for just cause. The Employer and the Union agree that disciplinary action is intended to correct, not punish, an offending employee. Should disciplinary action become necessary, it shall be taken in accordance with Part 370 Departmental Manual, Chapter 752.3 and Reclamation Instructions, Part R752. Disciplinary actions range from letters of warning through suspensions of fourteen (14) calendar days or less (see also "Adverse Actions," Section 6.8).

Section 6.2 Prior to initiating disciplinary action against an employee in the unit, the Employer will gather, analyze, and document the facts. Part of such inquiry may involve a meeting with the employee. If such a meeting is called, two (2) days' notice shall be given prior to the meeting. The notice will state the purpose of the meeting, the time and place for the meeting, and the employee's right to have Union representation at the meeting if the employee so desires.

Section 6.3 When it is determined by the employer that disciplinary action may be necessary, it will be accomplished in a timely manner and the employee will be properly informed by notice in writing of the specific reasons why action is to be taken. This notice in writing will be the proposal notice of disciplinary action and will be issued at a meeting between the employer, the employee, and the Union (if Union representation is requested by the employee) after the Employer becomes aware of the alleged occurrence and has determined that disciplinary action may be necessary.

Section 6.4 The proposal notice shall tell the employee that a final decision has not been made and that he will be notified of the final decision after his reply has been considered or after the time allowed for reply has expired. This notice shall be signed and dated by the Employer and shall allow the employee reasonable time, but not less than seven (7) calendar days from receipt of the proposal notices (except in cases as outlined in Section 6.7), to make a reply.

Section 6.5 The employee's reply, whether in person, in writing, or both, will be received and considered by the deciding official before a final decision is made on the proposed disciplinary action.

Section 6.6 Situations where the Employer determines that it is necessary to place an employee on enforced leave will not be considered as a disciplinary action. Such actions shall be taken in accordance with the Federal Personnel Manual (FPM).

ADVERSE ACTIONS

Section 6.7 Adverse actions are suspensions of more than fourteen (14) calendar days, restrictions in grade or pay, furloughs of thirty (30) calendar days or less, and removals, but excludes adverse actions not covered in Title 5 USC, Section 7512. Adverse actions include

actions that are non-disciplinary in nature. Should adverse action of a disciplinary nature become necessary, it shall be taken in accordance with Part 370 Departmental Manual, Chapter 752.3, and Reclamation Instructions, Part 752.

Section 6.8 Prior to initiating an adverse action of a disciplinary nature against an employee in the unit, the Employer will gather, analyze, and document the facts. Part of such inquiry may involve a meeting with the employee. If such a meeting is called, two (2) days' notice shall be given prior to the meeting. The notice will state the purpose of the meeting, the time and place of the meeting, and the employee's right to have Union representation at the meeting if the employee so desires.

Section 6.9 Adverse actions must be consistent with applicable laws and regulations governing such actions. When it is determined by the Employer that an adverse action is warranted, it will be accomplished in a timely manner and the employee will be properly informed in writing of the specific reasons why the action is to be taken. This notice in writing will be the proposal notice of an adverse action and will be issued in a timely manner after the Employer becomes aware of the alleged occurrence and shall provide at least thirty (30) days advance notice before the adverse action is taken.

Section 6.10 The proposal notice shall tell the employee that a final decision has not been made and that he will be notified of the final decision after his reply has been considered or after the time allowed for reply has expired. This notice shall be signed and dated by the Employer and shall allow the employee fourteen (14) calendar days from receipt of notice (except in cases as outlined in Section 6.14) to make a reply.

Section 6.11 The employee's reply, whether in person, in writing, or both, shall be received and considered by the deciding official before a final decision is made on the proposed adverse action.

Section 6.12 Situations where the Employer determines that it is necessary to place an employee on enforced leave will not be considered as an adverse action. Such actions shall be taken in accordance with the Federal Personnel Manual (FPM).

APPEALS

Section 6.13 Proposed notices of disciplinary or adverse action are not grievable or appealable. However, once the action has been administered or the employee has been issued a letter of decision on a formal action, the employee may then exercise appropriate grievance or appellate procedures from the effective date of the action.

Section 6.14 An employee may appeal an adverse action to either the Merit Systems Protection Board (MSPB) or through the negotiated grievance procedure, but not both. An employee will be deemed to have exercised his option to appeal when he initiates an appeal under MSPB procedures, or he timely files a grievance in writing under the negotiated grievance procedure, or the Union refers the matter directly to Step 3 of the negotiated grievance procedure in accordance with Article 7.

Section 6.15 Nothing in this article shall be construed to preclude an employee from being represented by an attorney or other representative, other than the Union, of the employee's own choosing, in any grievance or appeal action or in exercising grievance or appellate rights established by law, rule, or regulation. All representatives in employee grievance proceedings shall be approved by the Union.

Section 6.16 Nothing in this article shall be construed as waiving the rights of the Employer to take a disciplinary or an adverse action, or delay taking such action when deemed appropriate and in the best interest of the Grand Coulee Project Office and the safety of its employees.

ARTICLE 7
GRIEVANCE PROCEDURE

Section 7.1 The Employer and the Union recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance, in good faith, by an employee shall not cast any reflection on his standing with the Employer or on his loyalty and desirability to the Grand Coulee Project Office, nor should the grievance be considered as a reflection on the Employer.

Section 7.2 The purpose of this article is to provide a mutually satisfactory and expeditious method for the settlement of grievances of the parties. A grievance is defined as any complaint:

a. By any collective bargaining unit employee concerning any matter relating to a condition of employment.

b. By the Union concerning any matter relating to a condition of employment of any employee in the collective bargaining unit.

c. By the Union or the Employer concerning any claimed violation, misrepresentation of any law, rule, or regulation affecting conditions of employment within the bargaining unit, as well as any claimed violation of this AGREEMENT.

Section 7.3 Employees of the collective bargaining unit may present their own grievances without the intervention of the Union so long as the adjustment is not inconsistent with the AGREEMENT. The Employer shall notify the Union in writing of any employee-initiated grievance adjustment. If the adjustment is inconsistent with the AGREEMENT, the Union shall have the right to appeal such adjustment through the dispute procedure, as stated in Section 7.11. An employee of the bargaining unit may not personally invoke arbitration.

Section 7. 4 This grievance procedure shall be the sole procedure available to the Union and the Employer and collective bargaining unit employees for the adjustment of issues within its coverage. Matters excluded from this procedure are those concerning:

a. Any claimed violation of 5 USC § 7321 (relating to prohibited political activities);

b. Retirement, life insurance, or health insurance;

c. A suspension or removal for national security reasons under 5 USC § 7532;

d. Any examination, certification, or appointment; or

e. The classification of any position which does not result in the reduction in grade or pay of an employee.

f. An allegation or complaint of discrimination as defined in Article 2, “Equal Employment Opportunity.”

g. Termination of a temporary promotion or appointment.

h. Non-selection for promotion from a group of properly ranked and certified candidates.

i. Non-adoption of a suggestion.

Section 7.5 Employees may appeal letters of reprimand and suspensions of fourteen (14) days or less under the provisions of this article. Employees may appeal adverse actions (removal, suspension of more than fourteen (14) calendar days, reduction in grade, reduction in pay and furlough of thirty (30) days or less) only as provided in the Statute, or the Union may refer the matter directly to Step 3 of the negotiated grievance procedure, but not both.

Section 7.6 By mutual consent of the Employer, the Union, and the grievant, Step 2 of the grievance procedure may be waived and the grievance submitted directly to arbitration.

Section 7.7 A grievance shall be filed by the Union for the aggrieved employee within ten (10) working days after being made aware of the event out of which the grievance arose, or it cannot be processed. In accordance with the provisions of Section 7.2 of this article, a grievance between an employee and the Employer shall be processed in the following manner:

a. Step 1: The grievance shall first be taken up by the aggrieved employee with the immediate supervisor involved, except in the case of disciplinary or adverse actions, which shall be taken up with the deciding official above the supervisor proposing the action. The employee, if he chooses, may be represented by the Union. The supervisor shall give his decision orally or in writing to the employee and the Union representative within ten (10) working days. If the decision is not satisfactory to the employee or to the Union, it may be appealed in writing to Step 2 of the procedure.

b. Step 2: If a satisfactory settlement has not been reached at Step 1, the grievance shall be reduced to writing on a form mutually agreed to by the Employer and the Union and submitted within seven (7) working days after receipt of the Step 1 decision to the appropriate Division Chief or his designated representative (or the next higher level of supervision, if the Division Chief was named in Step 1). The Division Chief or his designated representative may meet with the employee, the union representative, if any, and the appropriate management official(s) and/or technical advisor within seven (7) working days after receipt of the written grievance. The Division Chief or his designated representative shall give a written decision to the employee and the Union representative within seven (7) working days after the conclusion of the meeting(s). If the Employer states that the grievance is not grievable, a meeting does not have to be held, and the grievance may be moved to Step 3 of the grievance procedure.

c. Step 3: If a satisfactory settlement has not been reached at Step 2, the grievance may be referred to the Grand Coulee Project Manager within seven (7) working days after receipt of the Step 2 decision. If the Grand Coulee Project Manager is not successful in adjusting the grievance to the satisfaction of the aggrieved employee and the Union, the Union may, within fifteen (15) working days thereafter, give formal written notice to the Employer that such unresolved grievance shall be referred to arbitration in accordance with Article 8, “Arbitration.”

Section 7.8 The time limits specified in this article may be extended by mutual written agreement between the Employer and the Union prior to the expiration of the time limit. However, the

Employer shall cancel a grievance for which a time frame requirement has been missed by the Union.

Section 7.9 The Employer shall, upon written request, provide the Union with copies of requested established records, without violating laws, rules, or government regulations, for the purpose of substantiating the claim of the parties thereto.

Section 7.10 If two (2) or more employees have identical grievances, the Union shall select one employee's grievance for processing, and the outcome of that grievance shall be applicable to the other employee(s) concerned. The Union shall inform the Employer in writing of which employee's grievance has been selected and the names of the other employee(s) concerned.

Section 7.11 Should any grievance arise between the employer and the Union, the moving party (either the Union or the Employer) will inform the other party in writing of such grievance within fifteen (15) calendar days of the occurrence which gave rise to the grievance, or fifteen (15) calendar days after the grievant became aware of the event or occurrence prompting the complaint. The President of the Union and the Grand Coulee Project Manager (or their designees) will meet within ten (10) working days of such notification and make an earnest effort to resolve the matter through consultation and discussion. Within ten (10) working days after the meeting, the respondent party will reply in writing to the moving party on its position concerning the disputed issue(s). If upon receipt of the respondent's reply the matter remains unresolved, the moving party may refer the grievance to arbitration under the provisions of Article 8.

ARTICLE 8
ARBITRATION

Section 8.1 If the Employer and the Union fail to settle any grievance processed in accordance with the negotiated grievance procedure of Article 7 of this AGREEMENT, then such grievance shall, upon written request by the party requesting arbitration, be referred to arbitration. Such written request shall be submitted no later than fifteen (15) working days following the receipt of the written decision at Step 3, or the decision pursuant to Article 7, Section 7.11.

Section 8.2 The Employer and a representative of the Union will meet within seven (7) working days from receipt of an arbitration request for the purpose of selecting an arbitrator. If an agreement cannot be reached to select an arbitrator known to the parties, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrators. Representatives of the parties shall meet within seven (7) working days after receipt of such a list. If they cannot agree on one (1) of the arbitrators, then the Employer's representative and the Union representative will each strike one (1) name from the list of seven (7) names and shall repeat this procedure until only one (1) name from the list remains. The determination as to which party strikes the first name shall be made by the toss of a coin, with the loser striking the first name. When each party has struck three (3) names, the remaining name shall be selected as the arbitrator. Either party may then notify the Federal Mediation and Conciliation Service of the name selected from the list.

Section 8.3 The Employer and the Union shall endeavor to jointly frame the issue for arbitration and/or the remedies sought. Should the Employer and the Union be unable to jointly frame the issue for arbitration and/or the remedies sought, each party shall then independently prepare a separate written statement of the issue. Included in each parties' written statement shall be the remedy sought.

Section 8.4 The fee and per diem expenses of the arbitrator and transcript cost shall be borne equally by the Employer and the Union. The arbitrator shall provide both parties with a complete itemized statement of all costs and expenses for arbitration. Each party shall then become responsible for proper payment to the arbitrator.

Section 8.4 The arbitration hearing shall be held during regularly scheduled working hours. The employee representative, the aggrieved employee, and witnesses shall be excused from duty and shall otherwise be retained in a duty status for the purpose of pay, to participate in the arbitration proceeding.

Section 8.6 The arbitrator will be requested by the parties to render his decision as quickly as possible. The arbitration award will be binding except that either party may file exception to the arbitrator's award with the Federal Labor Relations Authority under the regulations prescribed in the Statute.

Section 8.7 The arbitrator shall not change, modify, alter, delete, or add to the provisions of the AGREEMENT. Such right is the sole prerogative of the Employer and the Union.

Section 8.8 In the event that a dispute between the parties involves issues(s) of grievability, the arbitrator shall decide on such issue(s) before proceeding to the merits.

ARTICLE 9
UNFAIR LABOR PRACTICES

Section 9.1 It shall be an unfair labor practice for the Employer:

a. To interfere with, restrain, or coerce any employee in the exercise by the employee of any right under the Statute;

b. To encourage or discourage membership in any labor organization by discrimination in connection with hiring, tenure, promotion, or other conditions of employment;

c. To sponsor, control, or otherwise assist any labor organization, other than to furnish, upon request, customary and routine services and facilities if the services and facilities are also furnished on an impartial basis to other labor organizations having equivalent status;

d. To discipline or otherwise discriminate against an employee because the employee has filed a complaint, affidavit, or petition, or has given any information or testimony under the Statute;

e. To refuse to consult or negotiate in good faith with a labor organization as required by the Statute;

f. To fail or refuse to cooperate in impasse procedures and impasse decisions as required by the Statute;

g. To enforce any rule or regulation (other than a rule or regulation implementing Title 5 USC, Section 2302) which is in conflict with any applicable collective bargaining agreement if the agreement was in effect before the date the rule or regulation was prescribed;

h. To otherwise fail or refuse to comply with any provision of the Statute.

Section 9.2 It shall be an unfair labor practice for the Union:

a. To interfere with, restrain, or coerce any employee in the exercise by the employee of any right under the Statute;

b. To cause or attempt to cause the Employer to discriminate against any employee in the exercise by the employee of any right under the Statute;

c. To coerce, discipline, fine, or attempt to coerce a member of the Union as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an employee or the discharge of the member's duties as an employee;

d. To discriminate against an employee with regard to the terms or conditions of membership in the Union on the basis of race, color, creed, national origin, sex, age, civil service status, political affiliation, marital status, or handicapping condition;

e. To refuse to consult or negotiate in good faith with the Employer as required by the Statute;

f. To fail or refuse to cooperate in impasse procedures and impasse decisions as required by the Statute;

g. To call or participate in a strike, work stoppage or slowdown, or picketing of the Employer in a labor management dispute if such picketing interferes with the Employer's operations;

h. To condone any activity described in subparagraph g of this article by failing to take such action to prevent or stop such activity;

i. To otherwise fail or refuse to comply with any provision of the Statute.

Section 9.3 Nothing in subparagraphs g and h of Section 9.2 shall result in any informational picketing which does not interfere with the Employer's operations as being considered an unfair labor practice.

Section 9,4 It shall be an unfair labor practice for the Union to deny membership to any employee in the bargaining unit except for failure:

a. To meet reasonable occupational standards uniformly required for admission;

b. To tender dues uniformly required as a condition of acquiring and retaining membership.

Section 9.5 Section 9.4 does not preclude the Union from enforcing any discipline in accordance with procedures under its constitution or bylaws to the extent consistent with the provisions of the Statute.

Section 9.6 Issues which can properly be raised under the appeals procedure may not be raised as unfair labor practices prohibited under this article. Except for matters wherein, under Title 5 USC, Section 7121, an employee has an option of using the negotiated grievance procedure or an appeals procedure. Issues which can be raised under a grievance procedure may, in the discretion of the aggrieved party, be raised under the grievance procedure or as an unfair labor practice under this article, but not under both procedures.

Section 9.7 The expression of any personal view, argument, opinion or the making of any statement which:

a. Publicizes the fact of a representational election and encourages employees to exercise their right to vote in such election;

b. Corrects the record with respect to any false or misleading statement by any person;

c. Informs employees of the Government's policy relating to labor-management relations and representation;

shall not, if the expression contains no threat of reprisal or force or promise of benefit or was not made under coercive conditions, constitute an unfair labor practice under any provision of the Statute or constitute grounds for setting aside of any election conducted under any provisions of the Statute.

Section 9.8 No unfair labor practice shall be filed based on any alleged incident which occurred more than six months before the filing of the charge with the Federal Labor Relations Authority (FLRA) unless the FLRA determines that the person filing the charge was prevented from filing the charge during the six-month period by reason of:

a. Any failure of the Employer or the Union against which the charge is made failed to perform a duty owed to the person;

b. Any concealment which prevented discovery of the alleged unfair labor practice during the six-month period.

Section 9.9 The parties agree that neither party will file an unfair labor practice charge against the other party until the following requirements are satisfied:

a. The charging party will provide the charged party with a written notice of the charge. The notice will contain the following:

    1. The section of the Statute which is alleged to have been violated.

    2. A clear and concise statement of the facts.

    3. The date(s), time(s), and place(s) of the alleged incident(s).

    4. The name(s) of the employee(s) involved.

b. The notice shall be served on the Grand Coulee Project Administrative Officer or the IFPTE Local 89 Union President, as appropriate, along with copies of the relevant documents. This notice shall be served on the charged party within fourteen (14) calendar days of the charging party being made aware of the alleged incident(s) giving rise to the charge.

c. The parties will attempt to resolve the issue(s) through this informal process during the fourteen (14) calendar day period following receipt of the notice. This time may be extended by mutual written agreement of the parties.

d. If a settlement is not reached during this fourteen (14) day period, a formal charge may then be filed with the Federal Labor Relations Authority (FLRA).

Section 9.10 Should an unfair labor practice charge be filed with the FLRA, a copy of the formal charge will be provided for the charged party along with all relevant documents. Attempts to resolve the charge informally may then continue.

Section 9 .1 1 Should the matter be resolved to the mutual satisfaction of the parties after the filing of the charge with the FLRA, the charging party shall then withdraw the charge by written notice to the FLRA and the charged party.

ARTICLE 10
UNION REPRESENTATION/OFFICIAL TIME

Section 10.1 Any employee representing the Union in the negotiation of a collective bargaining agreement under this Article shall be authorized official time for such purposes, including attendance at impasse proceedings, during the time the employee otherwise would be in a duty status. The number of employees for whom official time is authorized under this Article shall not exceed the number of individuals designated as representing the Employer for such purposes.

Section 10.2 Any activities performed by any employee relating to the internal business of the Union (including soliciting for membership, elections of Union officials, campaigning for Union office, collection of dues, etc.) shall be performed during the time the employee is in a nonduty status.

Section 10.3 Except as provided in Section 10.1 of this Article, the Authority shall determine whether any employee participating for, or on behalf of, the Union in any phase of proceedings before the Authority shall be authorized official time for such purpose during the time the employee otherwise would be in a duty status.

Section 10.4 Except as provided in the above sections of this Article:

a. Any employee representing the Union, or

b. In connection with any other matter covered by this Article, any employee in the bargaining unit represented by the Union,

Shall be granted official time in any amount the Employer and the Union agree to be reasonable, necessary, and in the public interest. It is agreed that the determination as to what constitutes a reasonable amount of time will be made by the Employer and the Union on a case-by-case basis.

Section 10.5 The Union recognizes the right and the obligation of the Employer to keep track of the amount of official time used for representational purposes. Therefore, procedures for the release of Union representatives during working hours shall be locally developed.

Section 10.6 Official time will not be permitted for bargaining unit employees for Union representational activities if the employee is in a leave status, working overtime, or performing representational duties outside the bargaining unit.

Section 10.7 Abuse of official time for representational activities may result in appropriate disciplinary action being taken by the Employer in order to correct the abuse.

Section 10.8 Steward representation for bargaining unit employees shall be as follows:

a. Engineering engineers, geologists, and realty

b. Engineering and Maintenance technicians

c. Engineering surveyors, draftspersons, and clerical

d. Construction engineers, technicians, surveyors, and clerical

e. Operations power operations specialists, computer systems specialists, maintenance engineers, and clerical

f. Administrative clerical, mail services, safety, guides, photography, and equipment operators

g. Procurement and Property purchasing agents, buyers, and clerical

h. Plant Protection firefighters, security technicians, and communication equipment operators

Section 10.9 One steward and an alternate shall normally be assigned to represent each of the bargaining unit groups listed in Section 10.8. Only one steward or an alternate will be representing a bargaining unit group at any one time.

Section 10.10 Changes in organizational structure may necessitate changes in bargaining unit representational groups and steward designations. The Union reserves the right to propose changes as are necessary to provide adequate representation to all bargaining unit employees.

ARTICLE 11
DUES WITHHOLDING

Section 11.1 An employee assigned to the Grand Coulee Project Office who is a member in good standing with the Union may authorize a payroll deduction from his pay for his regular Union dues provided that:

a. He regularly receives pay.

b. The regular pay he receives is sufficient, after required payroll deductions, to cover the full deduction for Union dues.

c. That he has voluntarily completed a dues deduction form.

d. That he is included in the collective bargaining unit for which exclusive recognition has been authorized.

Section 11.2 Temporary assignments to a position outside the recognized unit shall not render the employee ineligible for continuation of a dues deduction allotment to the Union.

Section 11.3 The Union accepts the responsibility of informing and educating its members concerning the program for allotment of dues and the uses and availability of the appropriate standard forms (i.e., SF-1187, “Request for Payroll Deductions for Labor Organization Dues,” and SF-1188, “Cancellation of Payroll Deduct ions For Labor Organization Dues.”)

Section 11.4 Allotments for Union dues must be authorized on Standard Form 1187, which will be provided by the Union for its members. Members wishing to participate in the dues withholding program may authorize a pay allotment to cover Union dues by submitting a signed SF-1187 to the Union, who will certify that the employee is a member in good standing in the Union. The Union will, in turn, submit the form to the Grand Coulee Project Payroll Office.

Section 11.5 Allotments that have been properly completed on SF-1187 dues deduction forms and are received five (5) working days before the end of a pay period shall be processed by the employer and authorized in the amount to be withheld for that pay period. Withholding of the authorized amount shall continue until the allotment is terminated under one of the conditions provided in this article.

Section 11.6 Withholdings shall include the regular amounts required to maintain the employee as a member in good standing, but shall not include initiation fees, special assessments, back dues, fines, or service charges.

Section 11.7 Dues erroneously withheld and transmitted to the Union by the Employer from the pay of nonmembers, former members, or members who cease to be a part of the bargaining unit in accordance with this Article will be withheld from subsequent remittances due the Union by the Employer, unless the Union pays the amount back to the Employer within two (2) pay periods of written notification. In no circumstance will the amount withheld by the Employer exceed six (6) months of that individual member’s dues.

Section 11.8 If the Union loses exclusive recognition under any of the conditions specified in the Statute, the Employer shall terminate allotments for all members effective with the beginning of the pay period following the one in which the notification is received.

Section 11.9 The allotment of an employee will be terminated on the effective date of his separation from the Grand Coulee Project Office or his permanent reassignment to another non-unit position. Allotments shall not be prorated, and a full allotment shall be taken from the final pay period.

Section 11.10 The allotment of an employee will be terminated within the first two (2) pay periods after which the Employer receives written notice from the Union that the employee is no longer a member in good standing of the Union.

Section 11.11 A member may revoke his allotment for Union dues by submitting to the Project payroll office a completed and signed SF-1188. The effective date of such revocation shall be within two (2) full pay periods or less from the date it is received by the Project payroll office and shall not be less than one (1) full year after initiation of the dues allotment. The Project payroll office shall send the Union a copy of each dues revocation received within one (1) pay period of receipt.

Section 11.12 Promptly at the close of each pay period, the Employer will certify the amount to be withheld and will remit the total amount to the Union along with a “Summary Sheet – Remittance Record for Union Dues” at the address specified by the Union.

Section 11.13 Each remittance from the Employer shall be accompanied by a listing of the employee members of the Union with current dues deduction authorizations, the amount withheld from each member’s pay, and the total amount remitted to the Union.

Section 11.14 The Union will notify the Employer in writing within seven (7) working days when an employee with a current dues deduction authorization ceases to be a member in good standing of the Union.

Section 11.15 The amount of dues withheld shall remain unchanged until the Union certifies to the Project payroll office that the amount of dues has changed. Such changes shall not be made more frequently than once each twelve (12) months, measured from the date of the first change by the Union. Notification of dues changes must be received by the Project payroll office one (l) full pay period prior to the beginning of the pay period for which the change is effective.

Section 11.16 Any written revocation of a dues deduction received by the Union will be sent to the Employer within ten (10) working days after it has been received.

ARTICLE 12
USE OF THE FACILITIES

Section 12.l The Employer recognizes the importance and the necessity of the Union's use of certain services and facilities in order to accomplish the objectives of the Statute. In order to promote the accomplishment of these objectives, the Employer shall make available to the Union the use of the following services and facilities consistent with the provisions of this article:

a. Temporary use of private offices
b. Lockable file cabinet
c. Telephone
d. Fax services for third-party communications
e. Word processing system
f. Typewriter
g. Reproduction services
h. Internal mail services
i. Regulatory publications
j. Bulletin boards
k. Directory listings/organization chart
l. Meeting and conference rooms
m. Quarterly listing of bargaining unit members (upon request)

Section 12.2 The Union recognizes the importance and the necessity of the Union's use of the Employer's facilities in order to accomplish the objectives of the Statute. In order to prevent the abuse or misuse of these facilities, the Union will ensure the following:

a. That the business of the Grand Coulee Project Office shall take priority over IFPTE Union business in the use of the Employer's services and facilities.
b. That the use of the Employer's services and facilities, excluding items a, b, e, f, j and 1 contained in Section 12.1, shall be for representational purposes only.
c. That the material posted on bulletin boards does not defame any organization or individual.
d. That borrowed materials will be returned promptly after use.
e. That due care will be exercised in the use of the Employer's facilities and services to prevent damage or failure.

Section 12.3 Upon request, the Employer will consider periodically making facilities available for Union use during non-duty hours. When bargaining unit employees or Union officials need private office space for representational purposes during normal duty hours, the employee or the

Union may request the use of such space from the appropriate management representative. Permission to use such facilities will be subject to advance notice by the Union and Employer needs, as well as security considerations. If requests are approved, the users will be responsible for maintaining a clean and orderly appearance of the facility.

Section 12.4 The Union agrees to limit the use of telephones in accordance with the Employer's "Policy Regarding Authorized Use of Government Telephone Systems" published January 4, 1988. Union officers and stewards shall request the non-local use of telephones for the purposes of statutory representation from their supervisors.

Section 12.5 The Union will be granted the use of existing bulletin boards for posting of Union notices and informative literature. The Union will maintain its bulletin board postings in an orderly fashion and in keeping with the Employer's policies regarding such usage.

Section 12.6 Use of copying facilities for purposes other than representational business is prohibited unless approved in advance by the Employer.

Section 12.7 The cost of reproducing copies of this AGREEMENT, amendments, and supplements will be borne by the Employer. The Union shall be responsible for the distribution of copies to members of the Union.

ARTICLE 13
GLIDING SCHEDULE WITH CREDIT HOURS

Section 13.1 The gliding schedule with credit hours introduces the opportunity to earn and use credit hours and the option of flexilunch, all of which require prior supervisory approval. The general provisions of the gliding schedule with credit hours are described below. Employees normally may vary their daily arrival and departure times within the starting and ending flexible time bands without prior notification or approval of their supervisors. A supervisor has the right to restrict employees' rights to vary their daily arrival and departure times dependent upon such matters as operational and work load requirements and performance or attendance problems. Denial of the use of flexitime hours will not be disciplinary in nature or as a substitute for discipline. Upon fulfilling their daily basic work requirement, employees can elect to earn credit hours with their supervisor's approval.

Section 13.2 All International Federation of Professional and Technical Engineers Local 89 bargaining unit employees of the Grand Coulee Project Office, except those bargaining unit members working a twenty-four (24) hour on, twenty-four (24) hour off work schedule, are covered by this policy.

Section 13.3 This is a policy governing basic working hours which:

a. allows employees to vary their arrival and departure times within starting and ending flexible time bands on a day-to-day basis;

b. maintains a daily core time;

c. requires full-time employees to work or otherwise account for leave, credit hours, or compensatory time, a basic work requirement of eight (8) hours daily, forty (40) hours weekly, and eighty (80) hours biweekly;

d. requires part-time employees to work or otherwise account for leave, credit hours, or compensatory time, the number of hours the employee is regularly scheduled to work on a daily, weekly, and biweekly basis;

e. permits earning and using credit hours; and,

f. permits a flexible lunch period.

Section 13.4 The basic workweek is Monday through Friday.

Section 13.5 Employees must fulfill their basic work requirement between the hours of 6:00 AM to 6:00 PM except where a different starting time is established by the Employer because of operational requirements. The basic working day is composed of a combination of flexible time bands and core time bands.

Section 13.6 Full-time employees may choose to begin their workday between the hours of 6:00 AM to 9:00 AM. Depending upon their arrival time, full-time employees will be able to end their workday between the hours of 3:00 PM and 6:00 PM. Supervisors may provide a two and one half (2 1/2) hour flexible time band during which part time employees can choose a starting time

each day. A mid-day flexible time band from 11:30 AM to 1:30 PM shall be established to allow employees to extend the standard lunch break.

Section 13.7 Full-time employees must be present during daily core time bands of 9:00 AM to 11:30 AM and from 1:30 PM to 3:00 PM unless their supervisors approve their absence. Part-time employees, to the extent that their tour of duty crosses these core hours, must also be present unless otherwise excused by their supervisor.

Section 13.8 The standard lunch break is thirty (30) minutes. With prior supervisory approval, employees may choose to extend their standard lunch break within the mid-day flexible time band (11:30 AM to 1:30 PM) and take up to two (2) hours for lunch. Lunch breaks longer than the standard thirty (30) minutes must be made up by 6:00 PM the same day or be accounted for by using an appropriate form of leave, credit hours, or compensatory time. Use of leave, credit hours, or compensatory time to extend the standard thirty (30) minute lunch break requires advance supervisory approval.

Section 13.9 Employees working the basic workweek of Monday through Friday are permitted to earn credit hours upon completing their basic work requirement. (Those employees following a different workweek schedule should consult with their supervisors to determine how these provisions apply to them). Credit hours are to be earned when work is available and the circumstances support continuing work, such as meeting deadlines, reducing backlogs, and increasing productivity and efficiency. Credit hours have the following requirements:

a. Credit hours must be earned within the time parameters of the basic workday. That is, between the hours of 6:00 AM and 6:00 PM. Credit hours may only be earned while in a duty status.

b. Employees must complete their daily basic work requirement before they can earn credit hours.

c. Credit hours must be earned and used in no less than fifteen (15) minute increments.

d. A maximum of two (2) credit hours can be earned on each regularly scheduled work day with prior supervisory approval.

e. Full-time employees may carry over a maximum of twenty-four (24) earned credit hours from one biweekly pay period to the next. Part-time employees can carry over no more than twenty-five (25) percent of the hours of their biweekly basic work requirement from one biweekly pay period to the next.

f. Supervisory approval must be obtained prior to earning credit hours. For credit hours to be earned during the basic workweek, the nature of this approval can vary. The Employer may choose to require that employees obtain approval each time they would like to earn credit hours, or the Employer may grant approval on a project-by-project basis for a specified period of time. Supervisors shall inform bargaining unit employees of the Employer’s approval process.

g. Earning credit hours must be voluntary on the part of the employee. If the supervisor requires the employee to work beyond the normal eight (8) hour workday, compensatory time or overtime must be granted.

h. Supervisory approval must be obtained prior to using earned credit hours.

i. Credit hours cannot be advanced.

j. The recording of all credit hours earned and used will be in the PAY/PERS system.

ARTICLE 14
FIREFIGHTER TOUR OF DUTY

Section 14.1 The basic tour of duty for Firefighters whose positions require a substantial amount of standby time shall be a biweekly tour of one hundred forty-four (144) hours, with alternating twenty-four (24) hour shifts. The shift hours shall be from 0730 to 0730.

Section 14.2 It is understood that in order to maintain a one hundred forty-four (144) hour biweekly tour of duty, each employee shall be given one (1) day off (not to be mistaken for off-duty days) each two (2) week pay period. It is agreed that this day off shall be administered on a rotating basis, but nothing in this section shall preclude employees of the same crew from exchanging days off upon mutual consent, subject to the prior approval of the Chief, Plant Protection Branch.

Section 14.3 Overtime shall be compensated for in accordance with appropriate Federal statutes, regulations, and guidelines, such as FPM Letters 551-5 and 551-20.

Section 14.4 When an emergency arises, the employer may change the working hours as considered appropriate, without prior notification to the Union, for the duration of the emergency. At times other than an emergency, the employer shall meet and confer with the Union regarding any change in working hours.

Section 14.5 Each employee is entitled to five (5) hours of continuous sleep time in each twenty-four (24) hour shift. If this continuous sleep is not possible due to an emergency or work assignment, then such continuous sleep time shall be compensated for in accordance with appropriate Federal statutes, regulations, and guidelines, such as FPM Letters 551-S and 551-20.

ARTICLE 15
OVERTIME AND COMPENSATORY TIME

Section 15.1 To efficiently and effectively accomplish the mission of the Grand Coulee Project Office, the Employer shall determine the number and qualifications of employees required for overtime work. An employee may, upon timely request, be released from an overtime assignment provided another qualified employee familiar with the work is willing to work the overtime. The Employer shall determine the acceptability of the proposed substitute employee.

Section 15.2 Employees will be given as much advance notice as circumstances permit when scheduled or unscheduled overtime is required. The supervisor may consider releasing an employee from the overtime assignment when such assignment presents a personal hardship, provided another qualified and willing employee is available to do the overtime assignment.

Section 15.3 Employees called back to work on an overtime basis outside of and unconnected with normally scheduled hours of work shall receive at least two (2) hours of compensation at the overtime rate.

Section 15.4 Work permitting, during an overtime assignment, the Employer will endeavor to limit the time between meals to four (4) hours.

Section 15.5 When permitted by law and/or regulation, employees on mandatory training shall receive overtime pay or compensatory time, as appropriate, for all hours spent in actual formal training duty in excess of eight (8) hours per day.

Section 15.6 When the Employer needs an employee to work an overtime assignment during a holiday or on a weekend, and the overtime assignment has no specific hours of work required, the affected employee may propose the hours of work that he desires.

Section 15.7 Overtime may be earned in one-tenth (1/10) hour increments.

Section 15.8 Work permitting, in an overtime situation, flexible overtime hours may be approved by the Employer.

Section 15.9 The Employer will endeavor to keep to a minimum the use of work scheduled which does not allow eight (8) hours of nonwork between shifts, including overtime shifts.

Section 15.10 Employees exempt from the requirements of the Fair Labor Standards Act may request compensatory time off in lieu of pay for overtime worked.

Section 15.11 Employees on official travel during nonduty hours shall be paid overtime or receive compensatory time off, as appropriate, in accordance with Reclamation Instructions FPM R550.11.

Section 15.12 “Standby” time shall be considered official duty time. An employee on Standby time, those employees required to restrict travel and remain available, shall be considered eligible for overtime compensation in accordance with 5 CFR Ch. 1 Section 551.431(a).

Section 15.13 “On Call” time shall not be considered official duty time in accordance with 5 CFR Ch. 1 Section 551.431(b). An employee on call is allowed to leave a telephone number or

carry an electronic device for the purpose of being contacted, even though that employee is required to remain within a reasonable call-back radius. The on-call employee shall be allowed to make arrangements such that any work which may arise during the on-call period will be performed by another employee. If an employee on call is contacted and ordered to report to work, he shall be required to do so. At that time, the employee on call shall be considered eligible for compensation in accordance with Section 15.3.

Section 15.14 Employees who are detailed to hazardous duty assignments or areas classified as hazardous work environments shall become eligible for hazardous duty pay differential in accordance with FPM 550, Subchapter 9.

Section 15.15 It is agreed that the schedule of hazardous duty pay differentials is subject to change by directives of higher authority. The Employer agrees to consider submitting to higher authority recommended changes to the schedule of hazardous duty pay differentials submitted by the Union.

ARTICLE 16
TRAVEL

Section 16.1 To the extent practicable, the Employer shall schedule the time to be spent by an employee in a travel status away from his official duty station within regularly scheduled workweek/work hours of the employee.

Section 16.2 Employees required to perform authorized overtime services beyond the regularly scheduled workday while on field assignments shall be compensated in accordance with Article 15. Approval for overtime pay while on field assignments should be obtained prior to departure, when possible.

Section 16.3 The selection of employees for assignments involving travel shall be made according to the needs of the Employer. The Employer shall consider the expressed desires of the employee in making field assignments, including requests to be excused from such assignments.

Section 16.4 When an employee is in a travel status, in a training status, or assigned a temporary duty assignment away from his official duty station, but within the United States, he shall become eligible to make a five (5) minute telephone call to his place of residence each twenty-four (24) hour period that he remains away from his official duty station. Such telephone calls may be billed to the employee's home telephone in order to get an accurate accounting of the actual length of the call.

Section 16.5 Employees in a travel status, in a training status, or on a temporary duty assignment away from their official duty station may be authorized the use of a Government, personal, or commercial rental vehicle for the purpose of travel. Authorization for the use of a vehicle shall be in accordance with Reclamation Instruction, Series 350, Part 359 Travel and should be obtained prior to departure when possible.

ARTICLE 17
DURATION

Section 17.1 Following the signing of this basic AGREEMENT by the Grand Coulee Project Office, Grand Coulee, Washington and the International Federation of Professional and Technical Engineers, Local 89 AFL-CIO and CLC, and subsequent approval by the head of the agency as provided for in 5 USC 7114(c), it shall remain in full force and effect for a period of thirty-six (36) months and thereafter until modified or amended by mutual consent.

Section 17.2 Reopening this AGREEMENT to the collective bargaining process may be initiated by either party at twelve (12) month intervals during the life of the AGREEMENT. Either party shall give written notice to the other party not more than ninety (90) days nor less than sixty (60) days prior to each twelve (12) month interval of its desire to reopen the agreement.

Section 17.3 Employer-initiated changes to conditions of employment which impact bargaining unit employees but are not a part of this AGREEMENT shall first be fully negotiated in accordance with the parties' agreed-upon ground rules for impact and implementation bargaining.

Section 17.4 In Employer-declared emergency situations, the Employer may take only such action as is necessary to satisfy the emergency. This action shall not relieve the Employer of his obligation under the Statute to bargain with the Union regarding the impact of the action upon bargaining unit employees.

In witness whereof the parties hereto have completed negotiation of this AGREEMENT on this 6th day of November, 1991.

For The Grand Coulee Project	**For The Union**
/s/ _____ Spokesman, Negotiating Committee	/s/ _____ Spokesman, Negotiating Committee
/s/ _____ Member	/s/ _____ Member
/s/ _____ Member	/s/ _____ Member
/s/ _____ Member	/s/ _____ Member
/s/ _____ Member	/s/ _____ Member
Recommended:	/s/ _____ Member
/s/ _____ Project Manager Grand Coulee Project	/s/ _____ Member
Approved:	/s/ _____ Member
/s/ _____ 2/3/1992 Regional Director, Date Bureau of Reclamation	/s/ _____ Member
/s/ _____ 2/12/1992 Director of Personnel Date Department of the Interior	/s/ _____ Member