

BASIC AGREEMENT

between

UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
MARQUETTE AND LUDINGTON, MICHIGAN
BIOLOGICAL STATIONS

and the

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCAL 3604

representing all Employees of the Fish and Wildlife Service, Marquette and Ludington, Michigan, Biological Stations, excluding all professional employees, management officials, confidential employees, employees engaged in Federal personnel work in other than a purely clerical capacity and supervisors as defined by Executive Order 11491, as amended.

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
I	DEFINITIONS	3
II	PURPOSE AND INTENT	4
III	DURATION AND EXTENT OF AGREEMENT	5
IV	RIGHTS AND OBLIGATIONS OF MANAGEMENT	6
V	RIGHTS AND OBLIGATIONS OF UNION	6
VI	UNFAIR LABOR PRACTICES	7
VII	IMPASSES IN NEGOTIATIONS	8
VIII	STEWARDS	8
IX	WORKING CONDITIONS	9
X	SUGGESTIONS	10
XI	SAFETY AND HEALTH	10
XII	OVERTIME	12
XIII	LEAVE	12
XIV	TRAVEL	13
XV	USE OF OFFICIAL FACILITIES AND SERVICES	13
XVI	TRAINING	14
XVII	DUES WITHHOLDING	14
XVIII	EQUAL EMPLOYMENT OPPORTUNITY	16
XIX	LABOR MANAGEMENT MEETINGS	16
XX	PAST PRACTICES	16
XXI	NO-STRIKE	16
XXII	GRIEVANCE PROCEDURE	16
XXIII	ARBITRATION	19
XXIV	DISTRIBUTION OF AGREEMENT	20

BASIC AGREEMENT

This agreement is in accordance with Executive Order 11491, as amended, and the policy of the United States Department of the Interior, as set forth in 370 DM 711 entitled "Labor--Management Relations" and subject to all applicable laws and regulations. The articles incorporated herein constitute an Agreement between the management of the U.S. Fish and Wildlife Service, Marquette and Ludington Biological Stations, U.S. Department of the Interior, and the American Federation of Government Employees, Local 3604, recognized by the Employer as the exclusive representative of the unit of employees specified in Article III, Section 1.

ARTICLE I - DEFINITIONS

For the purpose of this agreement:

- A. Employer--The Marquette and Ludington Biological Stations of the U.S. Fish and Wildlife Service.
- B. Union--Local 3604 (AFL-CIO) of the American Federation of Government Employees, Marquette and Ludington Biological Stations.
- C. Employee--A member of the Bargaining Unit.
- D. Supervisor--An employee having authority, in the interest of the Fish and Wildlife Service, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, evaluate performance, or discipline other employees or to effectively recommend such action.
- E. Immediate Supervisor--The first level supervisor an employee is assigned to work for directly.
- F. Project Leader--The supervisor in charge of the Marquette and Ludington Biological Stations.
- G. Station Supervisor--The supervisor in charge of the individual Marquette or Ludington Biological Station.
- H. Work Leader--Employees responsible to the supervisor for assuring that the work assignments of other Employees are carried out.
- I. Seniority--The total number of years of Government service.

ARTICLE II - PURPOSE AND INTENT

Section 1: The Marquette and Ludington Biological Stations are charged by the U.S. Fish and Wildlife Service and the U.S. Department of the Interior with the accomplishment of the public mission for which they have been created and to the discharge of attendant duties and responsibilities.

Section 2: The Employer and the Union recognize they have mutual and sympathetic interest in the attainment of the Service's objectives, and in the promotion and advancement of the Employees' welfare.

Section 3: The Employer and the Union mutually affirm the following precepts:

- A. The public interest requires high standards of Employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency.
- B. The well-being of Employees and management and efficient administration of the Government are benefitted by providing Employees an opportunity to make suggestions relative to personnel policies and practices affecting the conditions of their employment.
- C. The participation of Employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials.
- D. Subject to law and the paramount requirements of public service, effective labor-management relations within Federal service require a clear statement of the respective rights and obligations of labor organizations and agency management.

Section 4: Therefore, the Employer and the Union hereby agree to establish conference and consultative procedures for conducting negotiations in good faith for the following purposes:

- A. To provide fair and reasonable working hours and conditions.
- B. To achieve the highest degree of efficiency and to establish responsibility in the performance of work.
- C. To adjust promptly all disputes arising between the parties, whether or not related to matters covered by this agreement.
- D. To promote systematic labor-management cooperation between the Employer and its Employees.
- E. The above stated purposes are not all inclusive.

Section 5: Nothing in this Agreement shall require an Employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization on a currently authorized form by a member for the payment of dues through payroll deductions.

ARTICLE III - DURATION AND EXTENT OF AGREEMENT

Section 1: This agreement is applicable to a unit of all Employees of the Fish and Wildlife Service, Marquette and Ludington, Michigan, Biological Stations; excluding all professional Employees, management officials, confidential Employees, Employees engaged in Federal personnel work in other than a purely clerical capacity and supervisors as defined by E.O. 11491, as amended. The Union accepts responsibility for and agrees to represent in good faith the interests of all Employees in the unit without discrimination and without regard for membership in the American Federation of Government Employees.

The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, religion, native origin, handicap, political affiliation or membership or non-membership in an Employee organization. The Union shall share equally with management the responsibility for applying this provision of the Agreement.

Section 2: This Basic Agreement, effective upon approval by the Director, Office of Organization and Personnel Management, Office of the Assistant Secretary for Management, U.S. Department of the Interior, shall remain in effect for 2 years from the date of such approval. An agreement which has not been approved or disapproved within 45 days from the date of its execution shall go into effect without the required approval of the agency head and shall be binding on the parties subject to the provisions of law, the Order and the regulations of appropriate authorities outside the agency. The 45 days begins upon written notification of ratification of the agreement by the Union and approval by the Regional Director. Thereafter, the Basic Agreement shall automatically be renewed each 2 years, unless either modified by mutual agreement or terminated.

Section 3: If either party desires to change or add provisions to this Basic Agreement, it shall serve written notice of intent to negotiate an amendment. This written notice must be provided not less than 60 calendar days, and not more than 90 calendar days prior to the renewal date. Such notice shall give the reasons for the proposed action. The notice must be acknowledged by the other party within 10 working days of receipt and negotiations on an amendment agreement shall begin at least 10 working days prior to the renewal date. Any amendment agreed upon shall be subject to the provisions of Article IV and shall become effective upon approval by the Director, Office of Organization and Personnel Management.

Section 4: The parties may negotiate supplements to this Agreement, which shall become effective upon approval of the Director, U.S. Fish and Wildlife Service. These supplements shall automatically be renewed, provided that either party may notify the other in writing not more often than once each two years of its desire to discuss negotiable items. Such notice shall state the items proposed for consideration and shall be given not less than 60 days before the renewal date of this Agreement. Within 30 days of such notice, the parties shall meet to consider the specified items.

ARTICLE IV - RIGHTS AND OBLIGATIONS OF MANAGEMENT

Section 1: In the administration of all matters covered by this Agreement, officials and Employees are governed by existing and future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published Departmental and Service policies and regulations in existence at the time the Agreement was approved; and by subsequently published Departmental and Service policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

Section 2: The Employer retains the right, in accordance with applicable laws and regulations, to:

- A. Direct Employees.
- B. Hire, promote, transfer, assign, and retain Employees, and to suspend, demote, discharge, or take other disciplinary action against Employees.
- C. Relieve Employees from duties because of lack of work or for other legitimate reasons.
- D. Maintain the efficiency of the Government operations entrusted to it.
- E. Determine the number of Employees, the numbers, types and grades of positions or Employees assigned to an organization unit, work project or tour of duty; and the methods, means and technology of performing its work.
- F. Take whatever actions may be necessary to carry out the mission of the U.S. Fish and Wildlife Service in situations of emergency.

ARTICLE V - RIGHTS AND OBLIGATIONS OF UNION

Section 1: The Union has the exclusive right to represent all Employees in the Unit in consultations and negotiations with Employer with respect to personnel policies and practices and matters affecting working conditions so far as may be appropriate under applicable laws and regulations.

As a condition of this right of exclusive recognition, the Union accepts the responsibility for and agrees to represent in good faith the interests of all Employees in the Unit without discrimination and without regard to membership in the Union.

Section 2: The Union agrees for the Employees of the bargaining units, that they will individually and collectively perform loyal and efficient work and services; that they will use their best efforts to protect and wisely use the property of the U.S. Fish and Wildlife Service; that they will promote its service to the public and other agencies; and that they will cooperate in advancing the interests of the U.S. Fish and Wildlife Service and the morale of its Employees.

Section 3: The Union shall be given the opportunity to be represented at formal discussions at the respective stations between management and Employees or Employee representatives concerning grievances, personnel policies and practices, or other matters affecting the general working conditions of Employees in the units.

Section 4: The Administrative Manual will be available at Marquette and Ludington Biological Stations for review by members of the Union when acting in an official capacity in duty status.

ARTICLE VI - UNFAIR LABOR PRACTICES

Section 1: The Employer shall not:

- A. Interfere with, restrain, or coerce an Employee in the exercise of the rights assured by this Agreement.
- B. Encourage or discourage membership in a labor organization by discrimination in regard to hiring, tenure, promotion, or other conditions of employment.
- C. Sponsor, control, or otherwise assist a labor organization, except as specified in supplements to this Agreement.
- D. Discipline or discriminate against an Employee because (s)he has filed a complaint or given testimony under this Agreement.
- E. Refuse to accord appropriate recognition to a labor organization qualified for such recognition.
- F. Refuse to consult, confer, or negotiate with the Local as required by this Agreement.

Section 2: The Union shall not:

- A. Interfere with, restrain, or coerce an Employee in the exercise of his rights under this Agreement.

- B. Attempt to induce the U.S. Fish and Wildlife Service to coerce an Employee in the exercise of his/her rights under this Agreement.
- C. Call or engage in a strike, work stoppage, or slow-down; picket the Employer in a labor-management dispute; or condone any such activity by failing to take affirmative action to prevent or stop it.
- D. Discriminate against an Employee with regard to the terms or conditions of membership because of race, color, creed, sex, age, national origin, physical handicap, or political affiliation.
- E. Refuse to consult, confer, or negotiate with the Employer as required by this Agreement at a time agreeable to both parties.

ARTICLE VII - IMPASSES IN NEGOTIATIONS

Section 1: At times representatives of the Union and the Employer may reach a point during negotiations where they are unable to obtain agreement on certain matters after good faith efforts to do so and despite the diligent and serious exchange of information and views. When an impasse has been reached, the item shall be set aside. After all negotiable items on which agreement can be reached have been disposed of, the parties shall again attempt to resolve any existing impasse items.

Section 2: If an impasse still exists, either party or both parties jointly, may request the assistance of the Federal Mediation and Conciliation Service.

Section 3: Impasses not resolved through the procedures outlined in Section 2 above, shall be submitted by the parties to the Federal Service Impasses Panel subject to the regulations of the FSIP and the Department of the Interior.

Section 4: The procedures described above shall not preclude the parties from agreeing on any issue or from entering into complete agreement without the assistance of a mediator of the Federal Service Impasses Panel.

ARTICLE VIII - STEWARDS

Section 1: The Employer agrees to recognize the stewards duly authorized by the Union subject to the condition stated herein. During the non-field season there will be a total of 2 stewards: One in Ludington, and one in Marquette. During the field season there will be a total of 4 stewards consisting of one steward at the Ludington Field Station, one steward in the chemical crew at the Marquette Station, one in the survey crew at the Marquette Station, and one in the evaluation unit crew at Marquette. The stewards shall be members of the Union and the Unit. The Local will supply the Employer with their names and these shall be posted on appropriate bulletin boards.

Section 2: Stewards will be appropriately selected by the Union and certified to the Employer.

Section 3: The stewards are on-the-job representatives of the Union; their duties include matters covered by this Agreement including grievances within the administrative unit to which assigned. Stewards will not conduct internal Union business on official time. Prohibitive activities include, but are not limited to, internal Union business such as: Membership drives, obtaining any signatures, collection of dues, election of officers, meetings, and posting and distributing of literature. No overtime will be authorized for, or as a result of, performing steward duties. When in the field, government vehicles may be used for the purpose of performing steward duties with the approval of the supervisor.

Section 4: Stewards shall obtain permission by giving a valid reason to their supervisor before leaving their work site. Upon receiving permission they shall be authorized to perform and discharge the duties and responsibilities which may be properly assigned to them in accordance with this Agreement. Permission to leave the work area for a reasonable amount of time will be granted in the absence of compelling reasons to the contrary.

Section 5: Necessary time during work hours will be granted to a Union representative and aggrieved Employee for attendance at hearings, and matters with management officials pertinent to the grievance in question. Stewards are authorized to perform and discharge the duties and responsibilities which may be properly assigned to them by the Union in conjunction with grievances and hearings. Each Union representative is authorized to consult with the respective first level supervisor and is authorized to conclude agreements on appropriate matters. There shall be no restraint, interference, coercion, or discrimination against a Union representative because of the performance of duties in representing an Employee.

ARTICLE IX - WORKING CONDITIONS

Section 1: Supervision--Management will designate one immediate supervisor for each Employee. If the supervisor is not available on a specific job then he or she will designate the individual who will provide work direction for that job.

Section 2: The immediate supervisor will privately discuss an Employee's performance with the Employee at performance rating time and at other times throughout the year as necessary. The Employee may have a Union representative present at formal interviews.

Section 3: Living conditions in chemical crew camps--When the project leader determines commercial facilities are available, centrally located, and the budget permits, Employees will not be required to live in Government trailers. The present efforts to improve trailer facilities and conditions will continue; this includes: Space, water closets, cooking and recreational facilities.

Section 4: Criticism of Employees shall not be in the presence of other Employees, nor shall any Supervisor, Employee or Union representative abuse, ridicule, slander, or defame any other Employee or Supervisor.

Section 5: During non-field season, the Employer agrees to provide the following:

- A. The administrative workweek shall be 7 consecutive days, Sunday through Saturday. The basic workweek shall be scheduled on 5 consecutive days which shall be Monday through Friday.
- B. The work hours in each day in the basic workweek shall be the same and shall be from 8:00 a.m. to 4:30 p.m. with a lunch break of one-half hour from 12:00 noon to 12:30 p.m. Changes to this schedule shall be posted 2 weeks in advance.

Section 6: Employees shall have their workweek arranged to allow each Employee 2 consecutive days off.

Section 7: During the field season the Employer will make a conscientious effort to plan and schedule for each activity. A schedule for the field season will be posted 2 weeks in advance of the season. However, the Union realizes it is not always possible to predict changes in circumstances such as weather and streamwater condition 2 weeks in advance. Therefore, the Supervisor will be able to change the schedule with less than 2 weeks notice when necessary. Changes will be posted 2 weeks prior to the administrative workweek affected and will continue for a period of at least 1 pay period.

ARTICLE X - SUGGESTIONS

Supervisors will encourage Employees to submit suggestions under the Regional Incentive Awards Program. Employees will have access to the necessary forms; and, information pertaining to the suggestions in the Administrative Manual and subsequent releases by the Regional Director.

ARTICLE XI - SAFETY AND HEALTH

Section 1: The Employer agrees to make every reasonable effort to provide and maintain safe working conditions, sanitary facilities, and reasonable and necessary protective equipment.

Section 2: The parties recognize that observing safe work practices and wearing of prescribed protective clothing or equipment is primarily the responsibility of each Employee. Therefore, they will cooperate in encouraging unit Employees to work in a safe manner and to report promptly any unsafe work practices or conditions to the appropriate supervisor.

Section 3: The Employer agrees to compile and maintain a record of reported accidents and reported hazards.

Section 4: The Employer and the Union will cooperate in the continuing effort to eliminate accidents and health hazards and there shall be established a safety committee. The Ludington and Marquette Safety Committees will each include one Union representative trained by the Union in safety matters. The chairperson of each committee shall be elected by the committee. The function of this committee shall be to review accidents and hazards at the field stations including reports as to the corrective action taken to eliminate such accidents in the future; to review and recommend safety suggestions for possible implementation; to promote safety of the Employees within the unit; and to meet regularly to resolve safety problems. In the event a Federal or Agency safety inspector visits the installation, one member of the safety committee may accompany them on tour.

Section 5: Committee members will be in duty status while performing duties assigned by the safety committee.

Section 6: The Employer agrees to post the names of the safety committee on the bulletin board.

Section 7: The Employer agrees to:

- A. Continue to provide first aid training to Employees and first aid kits will be available in central locations.
- B. Provide Employees health maintenance examinations (annual physicals) as required by occupational health exposure.

Section 8: An Employee will not be required to work under conditions in which serious or imminent danger of a fatality or disabling injury exists as determined by the Regional Safety Manager.

Section 9: The Employer agrees that Employees performing hazardous or physical hardship duties as defined in the Federal Personnel Manual shall be reimbursed at the pay differential set forth in the subject regulations. When the Union recommends that a work situation warrants coverage under payable categories covered by the Federal Personnel Manual, it will notify the appropriate station officials of the title, location, and nature of the hazardous or physical hardship and justify payment of a pay differential. The Employer will review and discuss the Union's recommendation, forward resulting recommendations within 30 days, and provide interim status reports upon request.

Section 10: The supervisor will discuss with the Employee the options and benefits available under the Federal Employee's Compensation Act as soon as possible after being notified by the Employee of an injury.

Section 11: The Union steward when acting in an official capacity will be provided access to regulations that implement Executive Order 11807, Occupational Safety and Health Programs for Federal Employees that are at the station.

ARTICLE XII - OVERTIME

Section 1: Time spent in excess of 8 hours a day or 40 hours a week will be considered overtime work. Overtime will be computed to the nearest quarter hour.

Section 2: Overtime which can be scheduled in advance will be assigned on a rotational basis to the extent possible among Employees within each section qualified to perform the work. The shop steward may confer with the supervisor concerning the assignments of overtime in an effort to keep the overtime work equal among Employees as far as possible. Any complaint or disagreement on the distribution of overtime shall be processed in accordance with the negotiated grievance procedure.

Section 3: In the assignment of scheduled overtime, the Employer agrees to provide the Employees with as much advance notice as possible. Any Employee designated to work overtime on days outside his basic workweek will be notified, except in cases of emergency, no later than the start of his scheduled lunch period on the next to last day of his basic workweek. When scheduled overtime is to be performed on a holiday, 2 days advance notice will be given to the Employees affected except in an emergency.

Section 4: Professional Employees will not consistently be used to perform duties below their grade level on overtime.

Section 5: Overtime shall not be compulsory except in an emergency, or when official requirements must be met.

Section 6: Employees called in to work outside of and unconnected with the basic workweek shall be guaranteed a minimum of two hours of work.

Section 7: Employees who are nonexempt from the Fair Labor Standards Act will not be asked to take compensatory time in lieu of payment when the overtime roster is being established. The use of compensatory time will not be a factor in establishing scheduled overtime rosters for nonexempt Employees.

Section 8: Employees will complete Form 3-136, Overtime/Holiday Pay Authorization, for all overtime worked. Supervisors will provide the forms, and approve appropriate overtime on the form for submission to the timekeeper.

ARTICLE XIII - LEAVE

Section 1: Use and approval of all leave will be consistent with the Administrative Manual and Federal Personnel Manual chapters which pertain to this subject.

Section 2: Employees may request all or part of accrued annual leave by scheduling it in advance during the month of January. Supervisors will grant the use of this scheduled annual leave when it is consistent with the Employer's interest. If two or more Employees request leave for the same time, priority will be given to the first request, or if requested simultaneously, priority will be granted on a seniority basis. Employees experiencing a personal emergency will be given special consideration. Employees must receive approval by the supervisor in advance of taking annual leave. Employees may cancel their leave for just cause at any time; and may reschedule the leave with the approval of the supervisor.

ARTICLE XIV - TRAVEL

Section 1: Employees required to travel will be given as much advance notice as possible. When administratively possible 5 days advance notice will be given, and a schedule provided. When motels are to be occupied, reservations will be made by personnel designated by the supervisor.

Section 2: When a government-owned or a government-furnished vehicle is used by an Employee for official travel, its use shall be limited to official purposes which include transportation between places where the Employee's presence is required incident to official business; between such places and places of temporary lodging when public transportation is unavailable or its use impractical; and between either of the above places and suitable eating places, drugstores, barbershops, places of worship, cleaning establishments, and similar places necessary for the sustenance, comfort, or health of the Employee to foster the continued efficient performance of government business.

Section 3: Per diem sheets and other data submitted for travel purposes by an Employee may not be changed by management or clerical personnel without discussing it with the Employee.

Section 4: Employees will not be required to travel on a day of rest except in cases of emergency or when the mission of the Employer requires it. Compensation for travel time on days of rest will be consistent with the Fair Labor Standards Act.

ARTICLE XV - USE OF OFFICIAL FACILITIES AND SERVICES

Section 1: The Union may use the Marquette Station downstairs coffee area during after work hours with permission of the station leader. Use of this facility will be requested not more than once each month and for 1-1/2 hours each use. The bargaining unit representative will be solely responsible for building security and clean up of the building relative to Union use of this space.

Section 2: Stewards may use the office telephone to make local (no toll) calls in connection with grievances and hearings. The station supervisor will determine when long distance (toll) calls are appropriate (relative to grievances and hearings) and make these calls for the stewards.

Section 3: The Union may use the photocopy machine to make no more than 150 copies per calendar year. The machine may be used only with the prior approval of the station supervisor and only for official Union business.

Section 4: Approximately 12 square feet of space will be provided for the Union to erect a bulletin board. The Union will be responsible for the maintenance of the board, its literature, and the appropriateness of posted information.

ARTICLE XVI - TRAINING

Section 1: The supervisor, where feasible, will provide opportunity for Employees to enhance their skills through on-the-job training, work-study programs, and other training measures so that they may perform their present positions at their full potential.

Section 2: Each station will retain a file of information received on available training courses and this information will be posted on the bulletin boards.

Section 3: Employees will request training in writing to their supervisor. The supervisor will take action on these requests in writing within 10 working days. A reason for denial will be provided.

ARTICLE XVII - DUES WITHHOLDING

Section 1: Employees or applicants seeking employment shall not be required as a condition of their employment, transfer, promotion, reassignment or retention to become or to remain a member of the Union or to pay money to the Union except that the payroll office of the Employer shall deduct Union dues from the pay of all Employees who voluntarily authorize such deductions and who are employed within the bargaining unit which this agreement covers, in accordance with the provisions set forth herein.

Section 2: The Union agrees to provide the prescribed allotment forms and furnish them to eligible members desiring to authorize an allotment for withholding of dues from their pay.

Section 3: The Union accepts the responsibility of informing and educating its members concerning the program for the allotment of dues and the uses and availability of the appropriate forms.

Section 4: Union dues shall be deducted by the payroll office of the Employer from an Employee's pay each payroll period when the following conditions have been met:

- A. The President or other authorized officer of the Union hereby agrees to certify that the Employee is a member in good standing in the Union and will insert the amount of Union dues to be deducted each biweekly pay period.
- B. The Employee's earnings are sufficient to cover the amount of the allotment in each pay period.
- C. The Employee has voluntarily authorized such a deduction by completing and signing the appropriate form.
- D. The Union, through its authorized official, has completed and signed the appropriate forms on behalf of the Union.

Section 5: The Union is responsible for submitting the completed form to the Regional payroll coordinator. The name and address of the Union official to receive payment shall be submitted to the Regional payroll coordinator by the President of the Union.

Section 6: Allotments or changes in allotments will be effective at the beginning of the first full pay period after receipt of the appropriate form by the Service's payroll office. Changes in the amount of the Union dues shall not be made more frequently than once each 12 months.

Section 7: The Union will promptly notify the payroll coordinator in writing when a member of the Union is expelled or ceases to be a member.

Section 8: An Employee's voluntary allotment for payment of his/her Union dues shall be terminated with the start of the first pay period following the date on which any of the following occur:

- A. Loss of exclusive recognition by the Union for the unit in which the Employee is assigned.
- B. Transfer of the Employee outside of the unit in which the Union has exclusive recognition.
- C. Separation of the Employee for any reason.
- D. Receipt by the payroll office of the Employer of notice that the Employee has been expelled or has ceased to be a member in good standing of the Union.
- E. When an Employee moves into a supervisory position.

Section 9: The Employer further agrees to have the payroll office prepare a biweekly remittance check at the close of each pay period for which deductions are made. The check will be for the total amount of dues withheld, forwarded to the Financial Officer of the Union, whose name has previously been furnished the Employer. A computer printout of those members who are having dues deducted will be provided to the Union if available from the DIPS (payroll) system on a monthly or quarterly basis.

Section 10: A member may voluntarily revoke his/her allotment for the payment of dues at any time by submitting the authorized form or other written revocation directly to the Regional payroll coordinator of the Employer. After receipt of such notice by the Service's payroll office, revocation will become effective the first full pay period following either March 1 or September 1, whichever is earlier.

ARTICLE XVIII - EQUAL EMPLOYMENT OPPORTUNITY

The Employer and the Union mutually agree that each has a positive and distinct role in carrying out the concepts of equal employment opportunity regardless of race, color, creed, national origin, religion, handicap, political affiliation or sex. The Employer and the Union agree to encourage all Unit employees, with particular emphasis on the minority group employees and women, to take advantage of self-improvement opportunities to enhance their potential for promotion and job security.

ARTICLE XIX - LABOR MANAGEMENT MEETINGS

The Employer agrees that representatives of the Local and the Employer will meet at the request of either party when the need arises. The Employer agrees that the Local may have present at these meetings, the chief Union representative or his/her alternate and the affected steward. The Local may have other unit Employees present not on official time.

ARTICLE XX - PAST PRACTICES

Past practices may be discontinued at any time by management after discussion with the Union representative if the Employer feels they are not contributing to the efficiency of the operation or are obsolete.

ARTICLE XXI - NO-STRIKE

The Union shall not call or engage in a strike, work stoppage or slow-down; picket the service in a labor-management dispute; or condone any such activity by failing to take affirmative action to stop it.

ARTICLE XXII - GRIEVANCE PROCEDURE

Section 1: General

- A. The parties agree that grievances should be settled in an orderly, prompt, and equitable manner.

- B. Every effort will be made by Employees, supervisors, and Union representatives to settle grievances at the lowest possible level of supervision.

Section 2:

- A. As used in this agreement, the term "grievance" means any dispute arising concerning the interpretation or application of the terms of this agreement. Excluded from this negotiated grievance procedure are actions for which established appeal procedures exist, for example, classification appeals, adverse action appeals, reduction in force appeals, discrimination complaints, honorary or discretionary awards, non-selection for promotion from a group of properly ranked candidates under the Service's Internal Merit Staffing Plan, matters which are subject to final administrative review outside the Fish and Wildlife Service under law or Merit System Protection Board regulations.
- B. A decision by the Employer to reject a grievance on the grounds that it is not a matter subject to this negotiated procedure or is not subject to arbitration shall be in writing and shall be served on the Union prior to the date the decision is due in step 3 of this procedure. If the Employer determines that a matter is subject to an existing statutory appeal procedure, it shall be so stated in the rejection notice.

Section 3: This negotiated procedure shall be the exclusive procedure available to the Union and the Employee for resolving grievances over the interpretation or application of this Agreement. However, any Employee or group of Employees may present such grievances to the Employer and have the Employer try to adjust them without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of the Agreement and the Union is given opportunity to be present at the adjustment.

The station supervisor will notify the Union representative within 3 working days of being formally notified in writing of a grievance by an Employee who is not being represented by a Union representative.

Section 4: The Union or an Employee or group of Employees desiring to initiate a grievance shall proceed as follows:

Step 1

- A. The grievance will be taken up by the grievant at the lowest appropriate supervisory level, normally with the immediate supervisor. This shall be done within 15 calendar days after receipt of an unfavorable administrative decision or the date of occurrence of the event or action prompting the grievance or the date the grievant becomes aware of such action. The

Employee may present his/her own grievance or may be represented by the Union or a representative of his/her own choice. The persons involved in the discussion will make an earnest effort to resolve the matter.

- B. The supervisor will make whatever investigation is necessary and will give his/her answer to the aggrieved Employee and the Union representative within 5 calendar days after the date of discussion. It is expected that most grievances will be settled at this level.

Step 2

- A. The grievance may be presented in writing to the station supervisor within 5 calendar days after receipt of the Step 1 decision. The oral or written grievance shall contain sufficient detail to identify and clarify the basis for the grievance and specify the personal relief requested by the employee(s).
- B. The station supervisor will make such additional investigation as she/he considers necessary to develop the facts of the case. She/he will then discuss the matter with the employee(s) and his/her representative within 10 calendar days after receipt of the written grievance. The station supervisor may contact any employee she/he believes has a direct knowledge of the facts concerning the grievance. She/he will submit his/her decision within 15 calendar days after receipt of the grievance. A written decision will be given to the employee(s) with a copy to the Union. This reply will contain the reasons used to substantiate the decision.

Step 3

- A. If the Step 2 decision is unsatisfactory to the employee(s), or in the case of a Union-initiated grievance, to the Union she/he may then appeal the decision, in writing, to the Assistant Regional Director, Fishery Resources, within 7 calendar days after receipt of the Step 2 decision.
- B. The Assistant Regional Director, Fishery Resources, will review the case based on the record. His/her decision will be rendered, in writing, to the Employee(s) and the Union as soon as practicable, but not later than 10 calendar days after receipt of the Employee(s) written grievance.

Step 4

If the decision of the Assistant Regional Director, Fishery Resources, is unsatisfactory to the grievant, or the Union in the case of a Union grievance, the case may be submitted within 7 calendar days to the Regional Director, Great Lakes Region, for management review and decision. The Regional Director, Great Lakes Region, will render his/her decision within 25 calendar days.

Section 5: The time limits specified in this Article may be extended by mutual agreement of the Union, the Assistant Regional Director, Fishery Resources, and the Regional Director.

ARTICLE XXIII - ARBITRATION

Section 1: If the Employer and the Union fail to resolve a grievance processed under the negotiated grievance procedure, the Union may by written request within 30 calendar days after receipt of the Step 4 procedure submit the grievance to arbitration.

Section 2: Within 10 calendar days from the date of receipt of the request for arbitration, the parties shall meet for the purpose of endeavoring to agree on the selection of a qualified arbitrator. If agreement cannot be reached, then either party, or both parties jointly, may request the Federal Mediation and Conciliation Service to provide a list of 7 persons qualified to act as arbitrators. Within 10 calendar days after receipt of the list, the Employer and the Union shall meet to select an arbitrator from the list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list and repeat this procedure until one name remains on the list. The remaining person shall be the duly selected arbitrator.

Section 3: The arbitrator will be requested to render his/her decision as quickly as possible, but in any event not later than 30 calendar days after the conclusion of the hearing. The decision of the arbitrator shall be limited to the interpretation and application of the Agreement and shall in no way change or amend this or any supplemental agreement, or Departmental, Service or Regional policy. Arbitration decisions shall be accepted as final and binding in nature and promptly acted upon by appropriate management officials, unless the Union files an exception to the arbitrator's award with the Federal Labor Relations Authority or unless appropriate management officials believe that the Employer should file an exception to the award.

Section 4: The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an award with the Federal Labor Relations Authority, under regulations prescribed by that authority.

Section 5: The arbitrator's fee and expenses of the arbitration, if any, will be paid by the party who in effect "loses" the arbitrated issue. That is if the arbitrator finds in favor of the Union the Employer will pay. If the arbitrator finds in favor of the Employer the Union will pay. If the arbitrator splits the award, the Employer and the Union will equally share in paying the expense of arbitration.

Section 6: All representatives, appellants and witnesses who are on-duty employees shall be in pay status without charge to annual leave while participating in the arbitration proceedings.

Section 7: The time limits specified in this article may be extended by mutual agreement of the Union and the Regional Director.

ARTICLE XXIV - DISTRIBUTION OF AGREEMENT

The Union agrees to reproduce and to distribute this Agreement to all Unit members after it is approved by the Union and the Director, Office of Organization and Personnel Management, Department of the Interior. The Union agrees to distribute copies of the Agreement to new employees eligible for inclusion in the representative unit.

The Union will prepare an information sheet, coordinate it with the station supervisor and provide sufficient copies to him so the Employer can provide a copy to each new Employee during their initial job orientation.

IN WITNESS WHEREOF the parties hereto have entered into this Basic Agreement:

For the Employer:

For Local 3604:

Chairman, Negotiating Committee

Chairman, Negotiating Committee

Member, Negotiating Committee

Member, Negotiating Committee

Member, Negotiating Committee

Member, Negotiating Committee

Member, Negotiating Committee

Member, Negotiating Committee

Member, Negotiating Committee

Member, Negotiating Committee

I Concur:

For Local 3604:

Regional Director, Fish & Wildlife Service, Twin Cities, Minnesota

National Representative AFGE

Date April 2, 1979

Date March 20, 1979

Approved:

Director of Personnel
U.S. Department of the Interior
Date April 25, 1979