

LABOR-MANAGEMENT AGREEMENT

Between

**U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
CONSERVATION DIVISION
GULF OF MEXICO OCS OPERATIONS**

And

**AMERICAN FEDERATION
OF
GOVERNMENT EMPLOYEES
LOCAL 3457 (AFL-CIO)**

Metairie, Louisiana

December 6, 1977

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PREAMBLE

This Agreement is made in compliance with Executive Order 11491, as amended, hereinafter referred to as "The Executive Order," by and between the U.S. Department of the Interior, Geological Survey, Conservation Division, Gulf of Mexico OCS Operations, hereinafter referred to as the "Employer," and the American Federation of Government Employees, Local 3457 (AFL-CIO), hereinafter referred to as the "Union," for Employees of the described Unit, hereinafter referred to as "Employees."

PURPOSE

In consideration of the natural covenants herein set forth, the parties hereto intending to be bound hereby agree as follows:

WHEREAS it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal service and the well-being of Employees within the meaning of the Executive Order and to establish a basic understanding relative to personnel policies, practices, procedures, and matters affecting other conditions of employment, and to provide means for amicable discussion and adjustment of matters of mutual interest; and

WHEREAS the well-being of Employees and efficient administration of the Government are benefited by providing Employees an opportunity to participation in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

WHEREAS the participation of Employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and Management officials;

NOW, THEREFORE, the parties hereto agree as follows:

DEFINITIONS

The following definitions of terms used in this Agreement shall apply:

1. Agency: Department of the Interior.
2. Amendments: Modifications of the Basic Agreement to add, delete, or change portions, sections, or articles of the Agreement.
3. Appropriate Authority: Those authorities outside the Agency which are empowered to issue regulations and policies binding the Agency.
4. Assistant Secretary: The Assistant Secretary of Labor for Labor-Management Relations.
5. Bureau: U.S. Geological Survey
6. Consultation: Communication and exchange of views between the Employer and the Union on matters of mutual concern.
7. Council: The Federal Labor Relations Council, established by Executive Order 11491.
8. Disciplinary Action: A disciplinary action is an action ranging from a written reprimand to suspension of thirty (30) days or less.
9. Emergency Situation: A situation which poses sudden, immediate, and unforeseen work requirements for the Employer as a result of natural phenomenon or other circumstances beyond the Employer's reasonable control or ability to anticipate.

10. Immediate Supervisor: An individual assigned to the same administrative and operating level who has been delegated a full pattern of administrative and/or technical supervisory responsibility over one or more Employees assigned to that administrative and operating level.
11. Impasse: The inability of representatives of the Employer and Union to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.
12. Manager: Conservation Manager, Gulf of Mexico, Outer-Continental Shelf (OCS) Operations.
13. Negotiability Dispute: A disagreement between the parties as to the negotiability of an item.
14. Negotiation: Bargaining by representatives of the Employer and the Union on appropriate issues relating to terms of employment, working conditions, and personnel policies and practices, subject to law and policy requirements, with the view of arriving at a formal (written) agreement.
15. Order: Executive Order 11491, as amended.
16. Supplements: Additional articles, negotiated during the term of the Basic Agreement, to cover matters not covered in the Basic Agreement.
17. Union Official and/or Union Representative: Any accredited National Representative of the Union; the duly elected or appointed officials of the Local, including stewards.

ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

1-1: The Employer recognizes the Union as the exclusive representative of all Employees of the Unit identified in Section 1-2, in accordance with the provisions of the Executive Order and other existing directives, for the purpose of negotiation. The Union recognizes the responsibilities of representing the interest of all such Employees (without discrimination and without regard to Union membership) with respect to grievances, personnel policies, practices and procedures, or other matters affecting their general working conditions. Both the Union and the Employer specifically recognize their responsibilities as outlined in the Executive Order.

1-2: The Unit will consist of all nonsupervisory employees employed by the U.S. Geological Survey, Conservation Division, Gulf of Mexico OCS Operations.

EXCLUDED: All professional employees, management officials, employees engaged in personnel work in other than a purely clerical nature, employees serving under temporary appointments for less than ninety (90) days, stay-in-school employees and summer aids, confidential employees, and supervisors as defined in the Executive Order.

ARTICLE 2

MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION

2-1: It is agreed and understood that matters appropriate for consultation and negotiation between the parties are regulations, policies, practices, working conditions, and related matters which are within the direction of the Employer. Matters for negotiation shall include, but not be limited to, such matters as safety, training, labor management cooperation, Employee services, leave and methods of adjusting grievances. Matters for consultation shall include hours of work, promotion plans, reduction-in-force problems, and pay practices, but

this right of consultation shall not preclude the rights to negotiate the impact of these items. However, the obligation to meet and confer does not include matters with respect to the mission of the Agency; its budget; organization; the number of Employees; and the numbers, types, and grades of positions of Employees assigned to an organizational unit, work project or tour of duty; the technology of performing its work; or its internal security practices. This does not preclude the parties from negotiating agreements for Employees adversely affected by the impact of realignment of work forces or technological change. It is further understood that the provision of agreements negotiated apply to all Employees.

2-2: The Employer and the Union recognize that cooperation between Management and the Employees is desirable to the accomplishment of the public purpose and that such cooperation rests on mutual understanding between the Employer and the Union, arrived at through the process of discussion or collective bargaining on matters appropriate for negotiation or consultation.

2-3: The parties agree to establish a joint Employer-Union Conference Committee to promote the efficient accomplishment of the Survey's mission in the public interest. The Committee will have as its purpose the implementation of this Agreement and shall meet at reasonable intervals to confer in good faith with respect to personnel policies and practices and matters effecting working conditions which are not precluded by Sections 11(b) or 12(b) of Executive Order 11491, as amended, or this Agreement, including the impact on Employees of new or changed regulations relating to personnel policies and practices and working conditions. The Committee shall also have primary responsibility for resolving matters affecting the Employer-Union relationship, including informal resolution of Employer or Union grievances or complaints; Employee morale and productivity and Employee-Management relations. The Committee may execute written agreements and/or memorandums of understanding between the Employer and Union. Employee grievances, appeals, adverse actions, or disciplinary actions shall not be considered by the Committee.

2-3.1: The Committee shall be composed of the Conservation Manager and of the Union Local President and/or their designated representatives. Designated representatives shall have the authority to act for the Conservation Manager and Union Local President, respectively.

2-3.2: Not more than two additional personnel representing each party may attend or participate in a Committee meeting, except by mutual consent of the parties.

2-3.3: Meetings may be scheduled upon request of either the Conservation Manager, the Union Local President, or their designated representatives, normally at least three (3) working days in advance. The request shall include written agenda items and a list of Employees requested to attend the meeting.

2-3.4: Meetings will be scheduled during core working hours to allow reasonable time for consideration of agenda items. The Union may be represented by Employees on official duty time, but not to include overtime or travel time or expenses. Each party will be allowed a maximum of two (2) hours per month for meetings held at their respective request(s) during the month. These time allowances may be adjusted by mutual consent.

2-3.5: The Employer shall provide an individual to record the proceedings of the Committee and will furnish copies of the minutes for the approval of both parties within five (5) working days after the meeting. Either party may post approved minutes on their respective bulletin boards.

2-3.6: The Conservation Manager or the Union Local President shall have the option of referring to the Committee, in turn, any matter presented directly to them by the other party.

ARTICLE 3

RIGHTS OF THE EMPLOYEE

3-1: The parties agree that they will proceed in accordance with, and abide by, all Federal laws; applicable state laws; regulations of the U.S. Department of the Interior, the Geological Survey, the Conservation Division and the Employer, and this Agreement, in matters relating to the employment of Employees covered by this Agreement.

3-2: Each Employee, as described by Article 1, Section 1-2, has the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity, and each Employee shall be protected in the exercise of this right. Except as otherwise expressly provided in the Executive Order, the right to assist a labor organization extends to participation in the management of labor organization, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. The Employer shall take the action required to assure that Employees in the Unit are apprised of their rights under the Executive Order. The Employer shall take no action to interfere, restrain, coerce, or discriminate with or concerning membership or nonmembership in the Union.

3-3: As provided by law, regulation, or published policy of the Civil Service Commission (CSC), the U.S. Department of the Interior, and the Geological Survey, an Employee is accountable for the performance of official duties. Within this context, the Employer affirms the right of Employees to conduct their private lives as they desire, so long as such conduct does not bring discredit on the U.S. Government. Only in situations where an Employee's behavior or conduct off the job; i.e., in his personal life, is alleged to be of such a nature as to preclude the Employee from satisfactorily performing his duties as an Employee, or reflects adversely on the Employer or the U.S. Government, or is not consistent with applicable laws, regulations, or published policy, will the conduct be of concern to the Employer.

3-4: The Employer will not require any Employee to invest his money, donate to charity, participate in activities, meetings or undertakings not related to the performance of official functions of the Employee; provided, however, the Employer may give Employees the opportunity to avail themselves of such activities, meetings, or undertakings that will lead to the development of skills, knowledge, or abilities which will further qualify them for performance of their present duties or duties to which they may be assigned.

3-5: The Employer shall not require an Employee to make any report concerning any of his activities or undertakings unless such activities or undertakings are related to his employment, to the performance of official duties, or to the development of skills, knowledge, or abilities which qualify him for the performance of such duties or unless there is a reason to believe that the Employee is engaged in outside activities or employment which is contrary to the Employer's Standards of Conduct Regulations, the Survey Manual, or the Code of Ethics for Government Service.

3-6: The parties agree to the following nondiscriminatory policy:

3-6.1: In implementing and carrying out the provision of this Agreement, neither party will discriminate because of race, color, religion, age, sex, national origin, or lawful political affiliation.

3-6.2: The Employer will not require any Employee to disclose his race, religion, national origin, or lawful political affiliation, except as required by Civil Service rules or regulations.

3-7: It is agreed to the extent it is not contrary to law, regulation, or CSC policy, Employees or their designated representatives (in writing) shall, upon request to the personnel office, have access to review or copy documents appearing in the Official Personnel File (OPF); provided however that such requests shall not be made so often by any one Employee as to become unreasonable. It is understood that such OPF shall be in the custody of the supervisor or the appropriate Management representative. The official personnel records shall be those prescribed by CSC which constitute the Employer's records of the Employees and they shall be maintained and safeguarded as prescribed by CSC. (FPM 293)

3-8: The parties understand and agree that nothing in this Agreement requires Employees to become or retain members of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

3-9: The parties agree that it is the responsibility of every Employee to be at his designated worksite ready to perform work at the designated starting hour. However, on a day when transportation problems are more than normally difficult, supervisors may at their discretion excuse the reasonable tardiness of Employees.

3-10: Employees required to travel will have the option for applying for an advance of funds within the limitations of existing travel regulations and agency policies. Prior receipt of an advance of funds shall not be a factor in determining the dates of travel. Employees will be compensated, as authorized by applicable travel

regulations, for travel outside normal duty hours that results from an event which cannot be scheduled or controlled administratively.

ARTICLE 4

EMPLOYER RIGHTS AND RESPONSIBILITIES

4-1: It is agreed that the Employer retains the right and the obligation, in accordance with applicable laws and regulations, to exercise fairly and impartially the customary functions and authorities of Management. Included in this responsibility (but not limited thereto) are the following rights:

4-1.1: To direct Employees.

4-1.2: To hire, promote, grant step increases, transfer, assign, and retain Employees in positions within the Survey.

4-1.3: To suspend, demote, discharge, or take other disciplinary action against Employees.

4-1.4: To relieve Employees from duties because of lack of work or for other legitimate reasons.

4-1.5: To maintain the efficiency of the Government operations entrusted to the Survey, and to determine the methods, means, and personnel by which such operations are to be conducted.

4-1.6: To take actions which may be necessary to carry out the missions of the Survey in situations of emergency.

4-1.7: To abide by the intent as well as the provisions of the Executive Order and this Agreement.

4-2: The Employer will maintain a record of the amount of official time used by Union officers and stewards to representation functions such as attending meetings, conferences, handling grievances, appeals, etc., under provisions of this Agreement and the Executive Order. The record will contain the following information:

- a. Name
- b. Nature of business
- c. Destination
- d. Time out
- e. Time of return

Such information may be used in evaluating the reasonableness of the amount of official time used in terms of its impact on Employer operations.

ARTICLE 5

UNION REPRESENTATION, RIGHTS, AND OBLIGATIONS

5-1: In order to facilitate prompt disposition of complaints and grievances within the scope of this Agreement, the Union will name a reasonable number of stewards, not to exceed one per district office from among the Employees assigned to that district office and two in the Unit assigned to the office at Metairie, Louisiana, each with responsibility for a specific group of Employees in the Unit. The Union will take steps to assure that stewards are knowledgeable of the work in their areas of responsibility. The Union will notify the Employer and post on bulletin boards the names of the current stewards, alternates, and their areas of responsibility. A steward may receive and investigate, but shall not encourage complaints or grievances of Employees, nor shall the Employer discourage filing of complaints or grievances.

5-2: The parties agree, within their respective roles and responsibilities to encourage Employees to:

- a. Actively participate in and promote programs designed to improve work methods and conditions;
- b. Conscientiously perform assigned duties;

- c. Comply with applicable standards of conduct; and
- d. Cooperate and strive to maintain good working relations with their supervisors and fellow Employees.

5-3: Should it become necessary for a representative to leave his work area on authorized Union business, he shall first obtain the permission of his supervisor, state the nature of his intended absence; obtain the permission of the supervisor in the section he intends to visit and name the Employee he intends to speak with. Both Employees will finish their business with dispatch and immediately return to their worksites, each notifying his supervisor upon return.

5-4: Members of the Union who are not Employees of the Conservation Division, Gulf of Mexico OCS Operations shall have access to the various office installations of the Unit to perform representation functions during normal office hours, provided they make advance arrangements with the Conservation Manager, or his designated representative, for each visit. If access to the installation is denied, a reason for denial shall be given to the requestor. Transportation of Employee or nonemployee Union officials and representatives to, from and between district offices of the Unit will be by non-Government means and at the expense of the Employee and/or the Union.

5-5: Excused absence may be granted Union officers and stewards for the purpose of attending Union-sponsored training, when such training is determined to be of mutual concern to the Employer and the Union representatives in accordance with appropriate regulations. Excused absence cannot be granted for training in Union organizing, internal Union business, provisions of Union constitutions or bylaws, and similar matters. Such excused absence may be granted for training up to eight (8) people on an annual basis with each anniversary date beginning on the effective date of the Basic Agreement. As new districts are established, one (1) additional person shall be allowed this training for each new district established. No person shall be allowed more than eight (8) hours annually for training purposes.

5-5.1: The Union will consult with the Conservation Manager, or his designee, prior to any scheduled training to determine which portions of the agenda meet the criteria set forth in regulations, directives, or policy statements. Individual arrangements for excused absence will be made by Union representatives with their supervisors; all requests from representatives for excused absence will be forwarded two (2) weeks in advance, whenever possible, through the supervisor to the Conservation Manager, or his designee, for review and recording. Supervisors will contact the Conservation Manager, or his designee, for clarification of the policy as determined by prior consultation.

5-6: Solicitation of membership or dues, and other internal business of a labor organization shall be conducted during the nonduty hours of the Employees concerned.

ARTICLE 6

EQUAL EMPLOYMENT OPPORTUNITY

6-1: The Employer and the Union agree to cooperate in prohibiting discrimination because of age, race, color, religion, sex, mental or physical handicap, or national origin and to promote the full realization of equal employment opportunities through a continuing affirmative program.

6-2: The Employer and the Union will conduct a continuing campaign to assure that no form of prejudice or discrimination based on age, race, color, religion, sex, mental or physical handicap, or national origin is practiced.

6-3: The Employer will establish an Equal Employment Opportunity (EEO) Advisory Committee to participate in cooperative efforts to improve employment opportunities. The Committee shall consist of the EEO Officer, Federal Women's Program Coordinator, EEO Counselor, and two Union representatives to be selected from a list of at least four names submitted by the Union. The Committee shall meet at least quarterly to recommend to the Conservation Manager any programs it deems will further the objectives of the EEO program.

6-4: The Committee will be provided with the Employer's EEO plans and copies of any reports required of the Employer in fulfilling the plans.

6-5: The Employer agrees to submit to the Union, on a quarterly basis, copies of statistical employment information by minority group designation and sex.

6-6:

6-6.1: The Union will provide to the Employer a listing of three (3) names for consideration as EEO Counselor. The Employee shall nominate one (1) candidate from the list and forward it to the Geological Survey EEO Officer for consideration for appointment.

6-6.2: The Employer will provide training for the person selected. The Counselor will serve under the direction of the Mid-Continent States EEO Officer in accordance with EEO procedures.

6-7: The EEO Officer will prepare and post on all bulletin boards a semi-annual report on the progress of the EEO program. Copies will be provided to the Union.

6-8: The Employer will establish as many EEO Officers, Federal Women's Program Coordinators and other persons as may be reasonably necessary to carry out the functions of the program. The Employer shall assign to the Federal Women's Program Coordinator(s) the function of advising the Employer's EEO Officer on matters affecting the employment and advancement of women. Further, the Employer shall publicize the EEO officials by posting permanently on official bulletin boards the Federal Women's Program Coordinator(s), the EEO Officer(s), the members of the EEO Advisory Committee, and the EEO Counselor(s).

ARTICLE 7

GRIEVANCE PROCEDURE

7-1: A grievance is defined to be any dispute or complaint between the Employer and the Union or an Employee or Employees covered by this Agreement, which may be pertain to any of the following:

7-1.1: Any matter involving the interpretation, application, or alleged violation of this Agreement and,

7-1.2: Any matter involving working conditions, or the interpretation and application of Agency policies, regulations, and practices not specifically covered by this Agreement. Excluded from this grievance procedure shall be only those matters subject to statutory appeals procedures.

7-2: The following are examples of matters excluded from this grievance procedure (See Survey Manual, Part 370.771.1.3).

7-2.1: Position classification appeals (SM 370.501.6).

7-2.2: Nondiscriminatory Government employment policy appeals (370 DM 713).

7-2.3: Performance rating appeals (SM 370.430.1.14).

7-2.4: Reduction-In-Force appeals (FPM 351.9).

7-2.5: Appeals from adverse actions such as removals; suspension for more than thirty (30) days; and reduction in grade, salary, or rank (SM 370.752.2).

7-2.6: Compensation for injury appeals (20 CFR 501-502).

7-2.7: Complaints of alleged serious misconduct and irregularity by an Employee against any fellow Employee which are subject to investigation and disposition by the Division of Inspection (SM 359.2.1).

7-3: Regulations will be available in the Administrative Section for the Employee and his representative to review, on official time, subject to prior appointment with the Administrative Officer and approved absence from the Employee's work station by his immediate supervisor.

7-4: Questions that cannot be resolved by the parties as to whether or not a grievance/arbitration is on a matter subject to the grievance/arbitration procedures in this Agreement may be referred to the Assistance Secretary of Labor for decision.

7-5: Any Employee or group of Employees in the Unit may present grievances to the Employer and have them adjusted, without the intervention of a Union representative, as long as the adjustment is not inconsistent with the terms of this Agreement and the Union has been given the opportunity to be present at the adjustment. However, the Employee is entitled to Union or other representative upon request at all times, within the grievance procedure, who will be in a duty status as will the grievant. In the event that the Union is not officially represented at the meeting, a representative of the Union will be called in on duty status at the statement of settlement. The Union will inform the Employer within two (2) working days if this Agreement is violated by the statement of settlement.

7-6: **EMPLOYEE GRIEVANCES:** The parties recognize the importance of settling disagreements and misunderstandings promptly, fairly, and in an orderly manner that will maintain the self-respect of the Employee, and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest applicable level. The filing of a grievance shall not be constructed as reflecting unfavorably on an Employee's good standing, his performance, or his loyalty or desirability to the organization. Reasonable time during working hours will be allowed for Employees and Union representatives to discuss, prepare for, and present grievances, including attendance at meetings with Management officials.

7-6.1: The matter shall first be taken up orally by the concerned Employee indicating a grievance, with his immediate supervisor in an attempt to settle the matter. Supervisors have a responsibility to hear promptly and courteously all grievances presented in good faith by Employees under their supervision, to try to clarify misunderstandings, and to try to make reasonable adjustments of any disagreements that arise in day-to-day relationships. Grievances must be presented within fifteen (15) calendar days from the date the Employee or Union became aware of the incident. The steward may be present in the Employee so desires.

7-6.2: If, in the opinion of the supervisor, the grievance is not an appropriate matter for consideration under this procedure, the supervisor will within seven (7) workdays advise the grievant of any special procedure involved. If it is an appropriate matter, an oral decision will be given the grievant by the supervisor within seven (7) workdays after notification of the aggrieved incident or circumstance.

7-6.3: If the matter is not satisfactorily settled following the initial decision, the Employee may, within five (5) working days, submit the matter in writing on a standard grievance form to the section head. The section head shall give the Employee his written answer within five (5) working days after the meeting. The written grievance must contain the following:

- 7-6.3.a: The portions of this Agreement he/she believes are being violated.
- 7-6.3.b: A statement of the grievance.
- 7-6.3.c: All evidence available to the Employee (documentary, if possible) to support the grievance.
- 7-6.3.d: A statement of the remedial action or relief sought.

ARTICLE 8

ARBITRATION

8-1: If the Employer and the Union fail to settle a grievance processed under the negotiated grievance procedure, such grievance, upon written request by either party within thirty (30) calendar days after issuance of the respondent's final decision, shall be submitted to arbitration. The arbitrator shall have the authority to interpret and apply the provisions of this Agreement; published Gulf of Mexico OCS Operations, Conservation Division, Bureau, and/or Agency policies or regulations; provisions of law; or regulations or appropriate authorities outside the Agency. The arbitrator shall not have the authority to change, alter, amend, modify, add

to, or delete from this Agreement, as such right is the sole prerogative of the contracting parties. The arbitrator shall not have the authority to change, alter, amend, modify, add to, or delete from published Gulf of Mexico OCS Operations, Conservation Division, Bureau, and/or Agency policies or regulations, provisions of law, or regulations of appropriate authorities outside the Agency, as such is the sole prerogative of the cognizant office of issue.

8-2: Within five (5) days from the date of request for arbitration the parties will jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within three (3) working days after the receipt of such list. If they cannot mutually agree upon one (1) of the listed arbitrators, then the Employer and the Union will each strike one (1) of the listed arbitrators' names from the list of seven (7) and will then repeat this procedure. The remaining person shall be the duly selected arbitrator. However, if the parties fail to agree on an arbitrator, the Federal Mediation and Conciliation Service will then do the selecting.

8-3: The arbitrator's fee and expenses shall be borne equally by the Employer and the Union. In addition, the party requesting a transcript shall pay for it. If both parties or the arbitrator request a transcript, the parties shall bear the cost of the transcript equally. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek. Employee witnesses will be released from work for the time sufficient to present testimony.

8-4: If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue, or issues to be heard.

8-5: The arbitrator will be requested to render his decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing unless the parties mutually agree to extend the time limit. The arbitrator shall define the terms of this Agreement. He has no authority to add to or modify the terms of this Agreement.

8-6: Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

8-7: The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an award with the Federal Labor Relations Council, under regulations prescribed by the Council.

ARTICLE 9

DISCIPLINARY ACTION

9-1: In all cases of proposed disciplinary action, suspension, or discharge against any Employee covered by this Agreement, the Employer shall furnish copies in duplicate to the Employee.

9-2: All actions shall be in accordance with Civil Service Commission, U.S. Department of the Interior, Geological Survey, Conservation Division, and Employer regulations and procedures.

9-3: Grievances submitted on disciplinary action as defined in this Agreement will be processed under the negotiated grievance procedure.

9-4: It is agreed that prior to initiating a disciplinary action against an Employee, a preliminary investigation will be made by the immediate supervisor or other Management official to document the facts and determine whether a prima facie case exists. This preliminary investigation will normally include a private, informal discussion with the Employee. Before discussing a possible disciplinary action with the Employee, the supervisor will provide the Employee with a memorandum stating that possible disciplinary action may be discussed and that the Employee may exercise the right to be represented by the Union.

ARTICLE 11

POSITION CLASSIFICATION

AND PERFORMANCE STANDARDS

10-1: The Employer agrees to adhere to the procedures of the Position Classification Review Program as prescribed by SM 370.511.4 wherein the review of each organizational segment shall be conducted at least once every three years.

10-2: The Employer agrees that Position Descriptions will include the statement "Performs other incidental or related duties as assigned."

10-3: The Employer agrees that position descriptions will be classified in accordance with applicable classification standards covering work to be, or being, performed. The Employer also agrees to furnish the Employee a copy of his/her position description (PD). The Union will also be furnished copies of PD's of all positions in the Unit.

10-4: If an Employee feels that he is working out of his classification, he has a right of appeal in accordance with SM 370.511.6 "Classification Appeals." The Employee is entitled to representation of his choice in the procedure.

10-5: The Employer agrees to furnish the Union names and classifications of all Employees in the Unit, upon request, on a yearly basis, on or about the Agreement anniversary date.

10-6: The Employer agrees that on yearly review of position descriptions, each Employee will be requested to review his/her particular duties; and if revision or addition to position description is necessary, the Employer will take the necessary action to change position description, or advise the Employee of reasons for not making changes; upon written request from the Employee, the reasons will be given in writing.

10-7: Employees' performance will be rated annually, and a copy of the written performance rating will be given to the Employee at the time it is submitted to the servicing Personnel Office. Form 9-1688, "Career Objectives and Training," will be discussed between the Employee and the supervisor at the same time annual performance ratings are prepared, and the form will be revised in accordance with Employee training needs for the coming year.

ARTICLE 11 PROMOTIONS

11-1: The Employer agrees to apply merit promotion in accordance with the procedures of SM 370.335.3, in filling vacancies to provide that Employees and applicants are given fair and appropriate consideration for higher level jobs; to assure the maximum utilization of Employees; and to provide incentive for Employees to improve their performance and develop their skills, knowledge, and abilities.

11-1.1: Solicitation of candidates shall be limited to the minimum area of consideration except when there are not enough (3) "highly qualified" candidates available. Outside candidates may be selected only if they are evaluated and ranked among the "best qualified."

11-1.2: It is agreed that when the employer intends to request a "Certificate of Eligibles" (Register) to fill a vacancy within the unit it will notify the Union. The Union shall notify the Employer within two (2) working days if any member of the Unit meets the X-118 Qualification Standards for the vacancy and desires concurrent consideration for the vacancy.

11-2: Employer vacancy announcements will be advertised on bulletin boards for a minimum period of seven (7) working days prior to closing date to give Employees an opportunity to bid for the job. Employees who are to be absent from duty for several days may assure that they are considered for any pertinent vacancies which are advertised during this absence, provided they have informed the Conservation Manager, or his designee, in writing, of their desire for such consideration.

11-3: Successive career promotions may be made until Employee reaches the full performance level in a career-ladder, provided he is one of a group in which all Employees are given grade-building experience, and are promoted as they demonstrate ability to perform at the next higher level, and there is enough work at the

full performance level for all Employees in the group. In the event that an Employee has not been granted a career-ladder promotion within thirty (30) days after his/her time-in-grade eligibility, the Employee may request and receive from the supervisor, in writing, the reasons for non-promotion, to assure that both the Employee and the supervisor fully understand the reasons, and work together to correct any known deficiencies. The Employee will be given two (2) copies of this notification.

11-4: Upon request to the personnel office, applicant may receive a copy of the performance evaluation used in the promotion process. However, this does not include a judgmental supervisory report on potential of the Employee.

11-5: The Union shall be allowed an observer to sit in on promotion committee meetings held at Metairie, Louisiana, for promotions to advertised positions within the Unit, provided the observer is not a candidate for the position. The observer must adhere to strict confidentiality of promotion committee proceedings. The promotion committee normally will limit the least qualified list to show the names of five (5) candidates for the vacancy to be filled from a list of eligibles. In cases where meaningful distinction cannot be made as to the relative qualifications among a smaller number of candidates, up to eight (8) candidates may be listed on a merit promotion certificate. Seniority may be the deciding factor when all other sources are equal.

11-6: An Employee's accumulation of earned annual leave or sick leave will not be a factor in rating or selecting for promotion; however, where a pattern of leave usage is of such nature that it affects the Employee's dependability, it may be considered in the selection process.

11-7: Grievances by candidates for positions filled by application of the promotion plan shall be processed in accordance with the negotiated grievance procedure; however, such grievances shall not include nonselection from a group of properly certified candidates.

11-8: Promotions resulting by accretion shall not be by planned action on the part of the Employer. Examples of planned Management action are the selection by a supervisor of a subordinate to be trained as his assistant; the reassignment of an Employee to another position with the understanding that it may be upgraded in the future; the detailing of an Employee to a higher-grade position for the purpose of training and eventual promotion; or the noncompetitive assignment of more difficult duties to an Employee with the sole intent of training that person for higher-grade work.

ARTICLE 12

DETAILS AND ASSIGNMENTS

12-1: The parties agree that the Employer has authority and responsibility for details and assignments. It is also agreed details will be made and controlled in accordance with SM 370.300.8.

12-2: A detail is a temporary assignment of an Employee to another position without change in his Civil Service or pay status.

12-2.1: To meet emergencies in work situations.

12-2.2: Pending official assignment, pending description and classification of new positions.

12-2.3: To provide training to Employees.

12-3: When practicable, a detailed Employee will be given a break-in period with a knowledgeable employee.

12-4: Details in excess of thirty (30) days will be recorded in the Official Personnel Folder, and a position description or functional statement will be provided the Employee upon request.

12-5: Any Employee on detail to a higher grade position must be temporarily promoted not later than the beginning of the pay period following the thirty-first (31st) day on the detail.

ARTICLE 13

TECHNICIAN WORK PRACTICES

13-1: The Employer agrees to pay per diem for offshore travel of Petroleum Engineering Technician personnel in accordance with Federal Travel Regulations and the Survey Manual. Normally, Petroleum Engineering Technician personnel will report for duty at their assigned office location prior to departure for the authorized helicopter embarkation point. Travel status for per diem purposes will commence upon departure from the office and terminate upon return to the office. In the event a Technician is ordered to report directly from his residence to the helicopter departure point, per diem will commence upon departure from residence, and round-trip mileage for use of privately-owned vehicle (POV) will be paid within the normal commuting area (up to thirty-five (35) miles), in this instance.

13-2: Technicians and radio operators will perform assigned duties on a regular workweek, Monday through Friday, with Saturday and Sunday considered overtime except when changed by a Bureau directive, subject to impact bargaining. Requests by Employees to work a regular workweek other than the above, are subject to an informal agreement among the Employer, Employee, and Union with final approval by the Bureau.

ARTICLE 14

HEALTH AND SAFETY

This Article shall apply to the Employer's office locations.

14-1: **MANAGEMENT'S RESPONSIBILITY:** Supervisors are to see that prescribed safety precautions, instructions, and standards are observed in work areas. Supervisors are responsible for correcting unsafe acts and conditions, investigating and reporting all accidents, taking other action necessary to insure the safety and the protection of Employees and property, and for stressing to Employees the necessity to work safely. Safety meetings for Metairie Employees will be held quarterly, with attendance being voluntary and on official time.

14-2: **EMPLOYEE'S RESPONSIBILITY:** Each Employee is to be responsible for insuring his own safety, and wherever possible the safety of his fellow Employees and the public. He is responsible for observing all safety precautions, for adhering to all written and oral safety instructions, for reporting any unsafe practices and conditions, and for reporting accidents and injuries promptly to his supervisor.

14-3: **UNION'S RESPONSIBILITY:** The Union agrees to cooperate in efforts to promote safety and health, and will encourage Employees to report unsafe and unhealthy conditions to their supervisors.

14-4: **CORRECTION OF UNSAFE CONDITIONS:** Supervisors will act to correct unsafe conditions within their reasonable control when it has been determined that substantive unsafe condition exists. Housekeeping problems will be reported to the GSA. If questions over such matters as excessive dust, toxic material, ventilation, lighting, toilet facilities, or chemical fumes arise, the GSA will be asked to take appropriate action when a problem exists in the opinion of the Employer. If the Union or an Employee believes that there is a hazard to the health or safety of Employees, it may make a report to the Employer who will make an investigation of the matter under question and take such action as necessary.

14-5: The Employer agrees to maintain a record of all reported accidents or reported possible cause of accidents. All such reports must be in writing and be signed by the person(s) making the report. Upon such report being received, the Employer will consider the matter and determine whether reasonable grounds exist for the alleged unsafe or unhealthful working condition.

14-6: If it is determined that the alleged unsafe or unhealthful working condition does in fact exist, an inspection will be made and appropriate corrective measures initiated.

14-7: Protective devices, when necessary and required by the Employer, shall be furnished by the Employer and used by the Employees.

14-8: The Employer agrees to supply, as specified by GSA, an adequate number of fire extinguishers. All Employees are responsible for assuring that fire extinguishers are not tampered with and that clothing, lunch boxes, or other foreign material are kept away from the fire extinguishers.

ARTICLE 15

LEAVE

15-1: **ADVANCING LEAVE:** The parties agree that it is desirable for Employees to make judicious use of the annual and sick leave benefits as they accrue and to avoid the necessity of requesting advances of either annual or sick leave.

15-1.1: The Employer agrees to advance annual or sick leave, as appropriate, to Employees making such requests, considering such factors as amount of advanced leave authorized by FPM 630-11 and Survey Manual 370.630, workload of the requestor's position (annual leave only), and satisfactory written justification of the need to take the advanced leave.

15-1.2: An advance of sick leave shall be for not less than one (1) day nor more than thirty (30) working days or two hundred forty (240) hours.

15-1.3: Requests for advanced leave must be submitted in advance of the date leave is to be taken and forwarded through supervisory channels to the Conservation Manager for his determination.

15-2: **LEAVE WITHOUT PAY:** The Employer agrees that when an Employee is on leave without pay, he shall be entitled to return to a job of like seniority, status, and pay.

ARTICLE 16

USE OF OFFICIAL FACILITIES

16-1: Notices posted by the Union on Employer bulletin boards shall identify the organization issuing or sponsoring it, or other source of the material posted. The material must pertain specifically to the business of the Union or be related to the Employees' work. Both parties agree that such notices shall not reflect adversely on, or attack, the Federal lessees and operators, the Geological Survey, or mission of the Employer or the integrity or motives of its Employees. A Union official will contact the keeper of the keys, and the bulletin board will be unlocked to allow posting.

16-2: The Employer agrees to make available to the Union bulletin board space no less than 17" x 20" for the purpose of posting Union literature. All literature shall relate to the following matters:

16-2.1: Union news letters.

16-2.2: Union recreational and/or social affairs.

16-2.3: Union meetings; appointments; elections and their results. No political campaign literature shall be posted.

16.3: The Employer agrees, within the limits of his ability, to make a conference room available after work hours for Union meetings. The Union will be responsible for the suitable use and care of the space that is made available to it.

ARTICLE 17

TRAINING

17-1: The Survey's stated policy is that it provides comprehensive training and Employee development to develop and maintain a competent and efficient work force. The parties agree that this objective is of mutual

concern. Training must be directly related to the performance of official duties (Chapter 41, Title 5, U.S. Code).

17-2: The Employer agrees to utilize the “Upward Mobility” program, in accordance with SM 370.410.10, and funds, ceiling, or similar limitations placed on Management, to develop the capabilities of qualified full-time career Employees below grade GS-9, who are placed in the Upward Mobility program, through on-the-job experience and training. Elements relating to participation in the Upward Mobility program provide for an assessment of individual capabilities, training for career development, guidance in the identification of job opportunities and skills development for more responsible jobs.

17-2.1: Individual Development Plans will be accomplished according to the procedures of SM 370.410.2.4D.

17-3: The Employer will strive to develop training plans for new Employees on how to perform their jobs, and training plans for experienced employees to keep up with Government law and regulations, and to stay abreast of changing technologies. The Employer agrees to consult with the Union regarding Union views on Employee needs for programs of Employee development and training, and on the eligibility of Employees to participate in other ongoing programs.

17-4: The Union recognizes that the primary responsibility of Management and Employees is to perform the assigned missions of the Survey. Therefore, training is subject to reasonable determinations in regard to both budget and staffing limitations. However, Management will assure that available training is publicized for Employees in the Unit, and will counsel or will arrange for counseling of Employees who are interested in increasing their potential for advancement of their performance of their present duties.

17-5: Within budgetary provision for training, Management will make a reasonable attempt to pay the cost of clearly work-related training, and to allow the Employees concerned to be absent, if necessary, from their duties for the period of training. It is recognized that training which is not clearly work-related may be of aid to Employees in advancing themselves. While the expense of such training would be the Employees’ responsibility, Management will extend special consideration toward granting annual leave for such training during official duty hours.

17-6: Employees may request that appropriate records of any training be placed in their Official Personnel Folders. Management will continue its present practice of forwarding such records as are supplied by the Employee or the training facility to the Official Personnel Folder so long as no record is duplicated. Employees may review their Official Personnel Folders upon request.

ARTICLE 18

CONTRACTING OUT

18-1: The Employer agrees to give the Union advance notice (whenever possible, a minimum of fifteen (15) days) of its intention to solicit bids for “contract work” which could result in a reduction-in-force of Employees in the Unit. Such advance notice will provide the reasons for making this change and will afford the Union an opportunity to file a protest within ten (10) days.

18-2: It is understood by both parties to this Agreement that Federal policy does not condone personal service contracts which establish an Employer-Employee relationship. The Employer agrees to abide by all laws, rules, and regulations of the Geological Survey, Department of the Interior, Civil Service Commission, Comptroller General, and the Office of the Management and Budget with respect to any contract activity.

ARTICLE 19

REDUCTION-IN-FORCE

19-1: In the event of a reduction-in-force (RIF), the Employer shall follow the established procedures contained in the Federal Personnel Manual (FPM), Department Manual (DM), and the Survey Manual (SM).

The Union shall be notified in writing within seven (7) days after official notification from higher authority of an impending RIF. In such circumstances the Union will be afforded full consultation rights and the opportunity to make recommendations to avoid the abolishment of jobs.

ARTICLE 20

CONDUCT OF THE PARTIES

20-1: EMPLOYER SHALL NOT:

20-1.1: Interfere with, restrain, or coerce an Employee in the exercise of the rights assured by the Executive Order.

20-1.2: Encourage or discourage membership in a labor organization by discrimination in regard to hiring, tenure, promotion, or other conditions or employment.

20-1.3: Sponsor, control, or otherwise assist a labor organization, except that customary and routine services and facilities may be furnished under the Executive Order when consistent with the best interests of the Employer, the Employees, and the Union; and, except when such services and facilities are furnished, if requested, on an impartial basis to organizations having equivalent status.

20-1.4: Discipline or otherwise discriminate against an Employee because he has filed a complaint or given testimony under the Executive Order.

20-1.5: Refuse to accord appropriate recognition to a labor organization qualified for such recognition.

20-1.6: Refuse to consult, confer, or negotiate with a labor organization as required by the Executive Order.

20-2: UNION SHALL NOT:

20-2.1: Interfere with, restrain, or coerce an Employee in the exercise of the rights assured by the Executive Order.

20-2.2: Attempt to induce the Employer to coerce an Employee in the exercise of his rights under the Executive Order.

20-2.3: Coerce, attempt to coerce, or discipline, fine, or take other economic sanction against a Union member as punishment or reprisal for, or for the purpose of hindering or impeding his work performance, his productivity, or the discharge of his duties owed as an officer or employee of the United States.

20-2.4: Call or engage in a strike, work stoppage, or slowdown, picket an Agency in a labor-management dispute; or condone any such activity by failing to take affirmative action to prevent or stop it.

20-2.5: Discriminate against an Employee with regard to the terms or conditions of membership because of race, color, creed, sex, age, or national origin.

20-2.6: Refuse to consult, confer, or negotiate with the Employer as required by the Executive Order.

20-2.7: Deny membership to any Employee in the appropriate Unit, except for failure to meet reasonable occupational standards uniformly required for admission, or for failure to tender initiation fees and dues uniformly required as a condition of acquiring and retaining membership. This paragraph does not preclude a labor organization from enforcing discipline in accordance with procedures under its constitution or bylaws which conform to the requirements of the Executive Order.

ARTICLE 21

DUES WITHHOLDING

21-1: The Employer will withhold Union membership dues of Employees in the Unit who are members of the Union and who voluntarily make such allotment of their pay for this purpose.

21-2: 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 SF 1187 and SF 1188.

21-3: Withholdings shall include the regular periodic amounts required to maintain the Employee as a member in good standing, but shall not include initiation fees, special assessments, back dues, or similar items.

21-4: Allotments for Union dues must be authorized on Standard Form No. 1187, which shall be purchased by Union for 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 then submit the forms to the appropriate timekeepers for transmittal to the payroll office.

21-5: Union dues will not be withheld when an Employee's net salary for the pay period involved is insufficient to cover the dues after other legal and required deductions have been made.

21-6: The amount of dues withheld shall remain unchanged until the Union certifies to the payroll office that the dues have changed for a particular member or members, showing the specific amount of the new deduction. Such changes shall not be made more frequently than once each twelve (12) months, measured from the date of the first change made by the Union. Notification of dues change must be received by the payroll office prior to the beginning of the pay period for which the change is effective.

21-7: A member may revoke his allotment for Union dues by submitting to the payroll office two (2) copies of a completed and signed Standard Form 1188. When a member does not use a SF 1188, other written notification of revocation signed and dated by the member will be accepted. The effective date of such revocation shall be the first complete pay period from which the Union dues are withheld after March 1, or September 1, providing the notice is received prior to the beginning of such pay period. The payroll servicing officer will provide the Union appropriate notification of the revocation. A duplicate copy of SF 1188 when completed by the member may be used for this purpose.

21-8: Termination of dues withholdings shall be automatic when an Employee is expelled or ceases to be a member of the Union or assigned to a position outside the bargaining unit. Employees promoted to positions outside the bargaining unit on a temporary basis will continue to have their dues withheld. The Union will promptly notify the payroll servicing officer, in writing, when a member of the Union is expelled or ceases to be a member.

21-9: Remittances to the Union of dues withheld will be made as soon as practical after each pay period for which deductions are made. Remittances will show the names of participating members, the amounts withheld, and the pay period from which deductions were made.

21-10: The amount currently established for fees at \$.02 for each deduction per Employee per pay period will automatically be adjusted by the servicing payroll office when this amount is changed by regulation and/or negotiation.

ARTICLE 22

COMMUNICATIONS

22-1: New Employees coming in the Unit shall be informed that the Union is the exclusive representative and the name of the Union steward for that area. The Union will be notified of names and location of new Employees in the Unit.

22-2: In order to more fully understand the interpretation and application of this Agreement, the Employer agrees to hold a joint training seminar (not to exceed four (4) hours) for supervisors and Union officers and stewards. Attendees will be on official time.

ARTICLE 23
STEP INCREASES

23-1: When the Employer deems it appropriate that an Employee will not be granted a step increase, the Employer will notify him/her at least sixty (60) days in advance. The Employee will be given two (2) copies of this notification.

ARTICLE 24
AWARDS

24-1: The Employer and the Union agree to work together to encourage all Employees in the Unit to perform at their highest level and to recognize Employees, individually or in groups, for high quality performance beyond that normally required, or their suggestions, inventions, or other personal efforts which contribute to efficiency, economy, or effectiveness in Government operations. If an Employee is told by the supervisor that a Quality Step Increase has been recommended, the Employee may request a copy of such recommendation.

ARTICLE 25
TRANSFERS

25-1: Employees who grieve will not be transferred from their present post or GS series in order to make them drop their grievance. If transferred, the grievance will not be terminated except by grievant.

ARTICLE 26
MISCELLANEOUS

26-1: In the event that a supervisor not in the Employee's chain-of-command gives Employee(s) instructions, such instructions may be confirmed by the Employee with the supervisor in the Employee's normal chain-of-command.

26-2: The Employer will bear the cost of printing this Agreement and will provide a copy to each Employee as well as sufficient copies to the Union for their use.

ARTICLE 27
APPROVAL AUTHORITY

27-1: This Agreement is subject to approval of the Director of Personnel, U.S. Department of the Interior. It shall be effective on the date of his approval.

ARTICLE 28
DURATION OF AGREEMENT

This Agreement will remain in full force and effect for three (3) years from the date of approval by the Agency.

28-1: Either party may give written notice to the other, not more than ninety (90) nor less than sixty (60) days prior to the three (3)-year expiration date – and each subsequent expiration date – for the purpose of renegotiating, amending, or modifying this Agreement. The request shall include the entire proposal. All articles shall be stated in contract language and the subjects shall have thirty (30) days to examine the subjects and proposals and respond to the other party. The parties will meet within ten (10) days after the examination

period. The present Agreement will remain in full force and effect during the period of renegotiation and until such time as a new Agreement is approved.

28-2: If neither party serves notice to renegotiate this Agreement, the Agreement shall be automatically renewed for three (3) additional years.

28-3: It is recognized that this Agreement is a living document and the fact that certain conditions are reduced to writing does not eliminate the responsibility of the Employer to consult and/or negotiate on matters not covered by this Agreement. It is further agreed that any working conditions, personnel policies, and procedures not covered by this Agreement which have been mutually acceptable to the parties, shall not be changed without the parties first consulting or negotiating, whichever is appropriate.

28-4: During the duration of this Agreement, either party may notify the other in writing of its desire to negotiate Supplemental Agreements. Supplements will be limited to changes in applicable laws and regulations from appropriate authority within the scope of the Executive Order. Supplements, upon approval, shall become incorporated into the Basic Agreement, terminating with the Basic Agreement.

28-5: This Agreement shall be enforceable until such time as it has been determined under the provisions of the Executive Order as amended that the Union is no longer entitled to be the exclusive representative.

IN WITNESS WHEREOF the parties hereto have negotiated this Labor Management Agreement on this 11th day of November, 1977.

For the U.S. Department of Interior, Geological Survey, Conservation Division, Gulf of Mexico OCS Operations Negotiating Team:

For the American Federation of Government Employees Local 3457 (AFL-CIO) Negotiating Team:

ENDORSED

U.S. Geological Survey

Gulf of Mexico OCS Operations

AFGE Local 3457 (AFL-CIO)

APPROVED

Director of Personnel
U.S. Department of the Interior

Dec 6, 1977
Date of Approval

November 3, 1977

**MEMORANDUM ON AGREEMENT FOR
REOPENING OF ARTICLE 11 ON PROMOTIONS**

Regarding the proposals on Merit Promotion: the parties have agreed that it is desirable, because of the necessity to revise the present Bureau Promotion Plan to meet new requirements of the Civil Service Commission, the Department of Labor, and the Department of Justice, as reflected in Mrs. Maxine Millard's memorandum of October 21, 1977 to the field personnel officers, that negotiations on the Union proposals dated September 13, 1977 for Article 11, "Promotions," (Sec 11-1.1,.2,.3,.4,.5 and .6) should be deferred until after the pending revisions are completed. This is expected to take six to eight months as per Mrs. Millard's memorandum.

Therefore the parties agree to defer negotiations on the Union proposals stated above until the revision of the present Bureau Promotion Plan is revised and approved. At which time, it is agreed to a reopener for consideration of the provisions of both parties, including the Conservation Manager memorandum of October 12, 1977 to all Bargaining Unit Employees, if either party so desires.

11-3-1977

11-3-1977