

NEGOTIATED AGREEMENT

between the

Eastern Regional Research Center
Agricultural Research Service
United States Department of Agriculture

and

American Federation of Government Employees
Local 1331, AFL-CIO

Philadelphia, Pennsylvania

1987 - 1990

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
	Preamble	1
I	Recognition and Unit Determination	1
II	Controlling Authority	2
III	Rights and Obligations of the Center	2
IV	Rights of Employees	4
V	Rights and Obligations of the Union	6
VI	Negotiations, Discussions and Past Practices	8
VII	Joint Labor-Management Committee	10
VIII	Representation on Committees	11
IX	Personnel Information	11
X	Contributions, Organizations, Charitable Causes and Civic Activities	12
XI	Annual Leave and Leave Without Pay	13
XII	Sick Leave and Leave for Maternity Reasons	14
XIII	Safety and Health	14

<u>Article</u>	<u>Title</u>	<u>Page</u>
XIV	Training and Upward Mobility	20
XV	Performance and Promotion	21
XVI	Reduction in Force and Contracting Out	22
XVII	Tours of Duty	24
XVIII	Official Facilities and Time	27
XIX	Publicity	28
XX	Union Dues	28
XXI	Equal Employment Opportunity	29
XXII	Assignment of Employees	30
XXIII	Disciplinary and Adverse Actions	30
XXIV	Grievance Procedure	31
XXV	Arbitration	38
XXVI	Time Periods Defined	40
XXVII	Effective Date and Duration	41

PREAMBLE

The Center and the Union agree that the well-being of employees and the efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment.

Pursuant to the labor management policy as set forth in Chapter 71 of Title 5 of the United States Code, these articles, together with any supplements or amendments as may be made from time to time, constitute an agreement between the Eastern Regional Research Center, North Atlantic Area, Agricultural Research Service, United States Department of Agriculture, Philadelphia, Pennsylvania, hereinafter called the Center, and the American Federation of Government Employees, Local 1331, hereinafter called the Union. The Center and the Union are referred to as the parties to this Agreement.

ARTICLE I Recognition and Unit Determination

Section 1. This Agreement is made under authority contained in Chapter 71 of Title 5 of the United States Code, and a letter of exclusive recognition dated November 24, 1964, from the Director, USDA, ARS, Eastern Utilization Research and Development Division, to the President, Local 1331, American Federation of Government Employees.

Section 2. The Center recognizes the Union as the exclusive representative for all eligible employees within the unit defined in Section 3 below.

Section 3. The bargaining unit includes all professional and nonprofessional employees of the Eastern Regional Research Center, North Atlantic.

Area, Agricultural Research Service, United States Department of Agriculture, excluding confidential employees, employees engaged in Federal personnel work in other than a purely clerical capacity, management officials and supervisors as defined in Title 5, U.S. Code 7103.

ARTICLE II Controlling Authority

In the administration of all matters covered by this Agreement, officials and employees are governed by law and existing regulations, including policies set forth in the Federal Personnel Manual. Subsequently published policies and regulations issued by appropriate authorities or required by a higher Agency level which are in conflict with this Agreement will have no effect on unit employees until the expiration of this Agreement. However, the parties may reopen the contract should a conflict arise between this Agreement and subsequently published regulations.

ARTICLE III Rights and Obligations
 of the Center

Section 1. Management officials of the Agency retain the right, in accordance with Title 5, U.S. Code 7106:

- "(1) to determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and
- (2) in accordance with applicable laws--
 - (A) to hire, assign, layoff, and retain employees in the Agency, or to suspend,

remove, reduce in grade or pay, or take other disciplinary action against such employees;

(B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations will be conducted;

(C) with respect to filling positions, to make selections for appointments from--

(i) among properly ranked and certified candidates for promotion; or

(ii) any other appropriate source; and

(D) to take whatever action may be necessary to carry out the Agency mission during emergencies."

Section 2. As defined in Title 5, U.S. Code 7103(a)(10), "'supervisor' means an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment."

Section 3. Management officials and supervisors retain the right to meet with unit employees and without the presence of a Union representative concerning any matter not covered by Title 5, U.S. Code 7114(a)(2).

Section 4. The Center agrees to publish the names, locations and telephone numbers of the Union officers and stewards in the Center telephone directory.

Section 5. The Center agrees to forward to the proper classification authority requests from employees for position classification consideration. Thirty (30) calendar days after submission of such documents and upon request of an employee and/or Union representative, the Center agrees to have attempted to determine the progress and location of such documents within five (5) working days.

Section 6. The Center agrees to provide the Union with Position Staffing Plans or their equivalent for the Center in March and October of each year. This list shall include the names, grades, position titles, classification series, and organizational units of each employee.

Section 7. The Center agrees to use the School Closing radio network operated by the School Closing Headquarters at Philadelphia City Hall to inform employees of closings or delayed openings of the Center as part of the Center's hazardous weather policy. Details of the system will be publicized by the Center in writing at least once every calendar year. The Union agrees to assume the cost of this radio service, not to exceed twenty-five (25) dollars.

ARTICLE IV Rights of Employees

Section 1. As provided by Title 5, U.S. Code 7102, "Each employee will have the right to form, join or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee

will be protected in the exercise of such right. Except as otherwise provided under this chapter, such right includes the right--

- (1) to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or the appropriate authorities, and
- (2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter."

Section 2. Nothing in this Agreement will require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions.

Section 3. Workload permitting, employees will be allowed to leave their work places for short periods of time to attend to work related matters and concerns.

Section 4. Each new employee will be informed by the Center of the Union's exclusive recognition and be provided with a packet of Union information including but not limited to a copy of the negotiated Agreement. This packet will be assembled by the Union and included in the orientation package given by the Agency to all incoming employees.

ARTICLE V

Rights and Obligations
of the Union

Section 1. As provided by Title 5, U.S. Code 7114(a)(2)(B), the Union will be given the opportunity to be present at "any examination of an employee in the unit by a representative of the agency in connection with an investigation if--

- (i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and
- (ii) the employee requests representation."

Section 2. An employee who is represented by a Union official in a formal grievance, appeal or complaint must furnish the name of that representative to the Center in writing. After this document is received by the Center, a copy of each letter which is addressed to the employee and related to the grievance, appeal or complaint will be furnished to the designated representative appointed by the Executive Committee of the Union.

Section 3. The Center agrees to recognize the officers and area stewards designated by the Union. Stewards will have authority to act on behalf of the Union within their respective areas of responsibility. Within the scope of their authority, supervisors are authorized to speak for the Center and conduct business with the Union under this Agreement. Supervisors will recognize the responsibility of the Union officers and/or stewards to perform their duties under the terms of this Agreement and Chapter 71 of Title 5 of the United States Code.

Section 4. The Union will furnish and maintain with the Center a current list of all officers and stewards of the Union. This list will designate the work areas each steward is authorized to represent. Normally, employees will be represented by stewards within their designated areas. However, employees may, on occasion, be represented by stewards outside their assigned areas if the designated steward is unavailable.

Section 5. Union stewards and representatives other than probationary employees will be permitted reasonable official time when they would otherwise be in a duty status to perform representational activities. Representational activities are:

- A. attendance at meetings with management concerning personnel policies and practices, working conditions and grievances (except negotiations);
- B. receiving potential employee grievances, making appropriate inquiries and presenting grievances to management.

The parties agree that, except as elsewhere authorized in this Agreement, official time for representational activities will be limited to the items specified in this section.

Section 6. Workloads permitting, supervisors will allow Union stewards and representatives to leave their work locations or their regular duties for representational purposes. Prior to leaving their work locations or duties, the stewards or representatives will inform their supervisors of where they can be reached by telephone and the length of time they anticipate being away. When a steward or Union representative enters a work area for representational purposes, he/she will request permission of the supervisor of the area he/she is entering. If the steward or representative is not

permitted to contact the employee he/she wishes to see, the supervisor will advise the steward or representative of the reasons therefore and the time when the employee will be available.

Section 7. Recognized Union officials and representatives will report all official time used for representational activities by noting it on their time recorders when they return to duty. The time utilized should be recorded in fifteen (15) minute increments.

Section 8. Union representatives who are not employees of the Center will be admitted to the Center during normal work hours. When entering the Center, Union officers and representatives will complete in full NER Form 303, Visitor's Record, and indicate on that form the expected duration of their stay at the Center.

Section 9. The parties recognize that the scope of representational activities necessary to the Union officers is usually broader and more time consuming than for other Union representatives. The parties agree that more official time than that used by other Union representatives is reasonable and may be necessary for these officers.

ARTICLE VI Negotiations, Discussions and
Past Practices

Section 1. The Center will follow the procedures of this Article prior to implementing any proposed new, or changes to established personnel policies and practices and other matters affecting the working conditions of employees in the unit, including past practices that are within the discretion of the Center Director and that are not enumerated in or in conflict with this Agreement.

- A. When possible, the Union will be advised of proposed new, or changes to working conditions and established personnel policies and practices at least thirty (30) calendar days prior to their proposed implementation to permit thorough discussion of the matter. The Union will be given the opportunity to consider whether these actions require negotiations.
- B. The parties agree that negotiations over the implementation of new, or changes to working conditions and established personnel policies and practices affecting unit employees will commence not less than fifteen (15) calendar days nor more than thirty (30) calendar days after the Union notifies the Center of its intention to negotiate. At least fourteen (14) calendar days before the start of negotiations, both parties will exchange proposals, written in contract language, on all proposed changes to be negotiated. Additional proposals relevant to these negotiations may be introduced during negotiations by either party.
- C. When possible, the Center will delay/postpone implementation of proposed new, or changes to working conditions and established personnel policies and practices until both parties have discussed such implementation.
- D. The Center will give serious, good-faith consideration to any views or proposals raised by the Union prior to making any decision with respect to the implementation of the proposal, and provide a written response to the above.

Section 2. The Union will be provided with an opportunity to negotiate over parking for private vehicles of unit employees should there be a desire to change the current practice of providing free parking.

Section 3. The Center and the Union agree that no bargaining unit members have been identified as "sensitive" for the purposes of being tested under the Federal employee drug testing program. The parties further agree that should any bargaining unit member be identified as being subject to testing under the testing program during the term of this Agreement, that no tests on that individual (or individuals) will be conducted until the Center and the Union have met to negotiate appropriate issues involving the implementation of such testing.

ARTICLE VII Joint Labor-Management Committee

Section 1. A joint Labor-Management Committee, consisting of three (3) members representing the Union and an equal number representing the Center, one of whom must be the Center Director or his/her designee, will discuss matters related to conditions of employment. The Committee will meet monthly in a conference room at the Center. The Committee may meet at other times at the request of either party. Union representatives, if otherwise in an active duty status, will be on official duty during any Committee meeting.

Section 2. Nothing contained in this Agreement will preclude representatives of the Center and the Union from meeting as often as it is mutually agreed to resolve emergency problems that may arise.

Section 3. The Union will be provided with a list of new bargaining unit employees at the first possible Labor-Management Committee meeting after their arrival. This list will include their name, position title, grade, first day and supervisor.

ARTICLE VIII Representation on Committees

Section 1. The Union may appoint a unit employee to represent the Union on the EEO Advisory, Safety and Occupational Health, and Library Advisory Committees. The Union representative to the EEO Advisory Committee will be a member of the Exit Interview Subcommittee. The Union will be informed of the formation of any committees. The Union, upon submission of a reasonable request and upon mutual agreement of the parties, may appoint an employee to any committee. The Union may also appoint an alternate to serve on these committees in the absence of the appointed representative. The Union will be advised if these committee members or their alternates demonstrate inadequate performance or conduct.

Section 2. Union representatives, while serving on such committees, will be on official time when otherwise in a duty status. Union representatives must record all official time used on committee activities on their time recorders.

ARTICLE IX Personnel Information

Section 1. Personnel regulations and copies of all ARS directives with an index will be available for review by employees and Union representatives at the Center. Employees will be afforded a reasonable amount of privacy for reviewing such documents.

Section 2. The Center will request an employee's Official Personnel Folder be forwarded to ERRC for the employee as soon as possible after that employee's oral or written request. Employees will have a reasonable amount of time and a reasonable amount of privacy for the review of their Official Personnel Folders.

Section 3. The Union agrees to provide the Center copies of the current AFGE health benefits brochure which will be available to unit employees in the personnel office located at the Center. The Center agrees to provide a copy of the AFGE health benefits brochure to each new unit employee if such brochures are supplied to the Center by the Union.

ARTICLE X

Contributions, Organizations,
Charitable Causes and Civic
Activities

Section 1. The parties agree to cooperate in the furtherance of charitable causes sanctioned by ARS such as the Combined Federal Campaign. The parties recognize the voluntary nature of such causes and agree to the furtherance of this principle.

Section 2. Employees are encouraged to join and participate in professional and civic organizations as appropriate. The voluntary nature of membership in such organizations is recognized, and such membership should have no bearing on employee performance evaluations.

Section 3. The Center recognizes the desirability of permitting unit employees to participate in emergency rescue or protective work. Such work will include relief work where approved by the Center.

ARTICLE XI

Annual Leave and Leave Without Pay

Section 1. The Center agrees to allow each unit employee an annual vacation period of at least one (1) work week, provided sufficient accrued annual leave is available and provided that such a period of leave is requested in advance to permit necessary arrangements of schedules for the continuation of work. Nothing contained in this Section would prohibit the granting of longer periods of leave.

Section 2. Employees should plan their annual leave as far in advance as possible so that the Center can plan its staffing needs for efficient operation. When annual vacation leave has been requested and approved in writing in accordance with Section 1, the Center will not cancel such leave without written justification.

Section 3. The Center agrees to make reasonable efforts to allow employees annual leave due to sudden and unforeseen circumstances.

Section 4. When the supervisor approves annual leave provided under Section 1 of this Article via an advance leave schedule, employees who cannot be spared from duty at the same time will attempt to resolve any conflict in leave scheduling by mutual agreement. If the employees cannot resolve the conflict themselves, the conflict should be resolved by lottery.

Section 5. Union officials who are employees of the Center may request leave without pay for up to one (1) year for the purpose of serving on a temporary basis as a national or district representative of the Union.

Section 6. Employees on restricted leave status will be informed at the onset of such status and of the proposed termination date of such status.

ARTICLE XII Sick Leave and Leave for Maternity Reasons

Section 1. Administratively acceptable evidence to support sick leave absences of more than three (3) days duration may include the employee's own statement or Standard Form 71.

Section 2. When an employee has presented acceptable medical evidence that a sick leave absence will last for more than one (1) working day and less than five (5) working days, the Center agrees not to contact the employee concerning the absence during the period specified.

Section 3. An employee sent home as ill or injured will not be required to furnish medical evidence of the illness or injury for that day.

Section 4. When an employee requests leave for maternity reasons, she will be advised of her right to request the use of available leave, including advanced sick and annual leave. Requests for leave for maternity reasons will be treated in the same manner as any other leave request.

Section 5. Male employees may request annual leave or leave without pay to care for their wives and families prior to and/or after the birth of a child.

ARTICLE XIII Safety and Health

Section 1. The parties agree to cooperate in the furtherance of safety objectives, and the enforcement of all appropriate safety regulations,

rules and published standards. The Center will attempt to maintain for all unit employees at the Center conditions of employment that are free of hazards or conditions that may cause accidents, injuries or illnesses. Unit employees will be required to comply with safety standards, rules and regulations and to use safety equipment which is provided by the Center.

Section 2. If the Union feels that the investigation and corrective action taken by the Center in response to a report of an allegedly unsafe working condition is inadequate, the opinion of a safety specialist outside the Center will be sought within five (5) working days.

Section 3. The Union designated member of the Safety and Occupational Health committee will be provided with all information which is necessary to carry out committee responsibilities. Such information includes but is not limited to accident, injury and illness data, reports of Center inspections relating to safety and health, statistical reports which may be required by the Department of Labor, appropriate portions of supervisors' accident reports or other information relevant to the safety and health of employees at the Center. All information will be provided to the Union representative within five (5) working days of receipt by the Center.

Section 4.

- A. Employees will be advised by their supervisors in advance when they will be working with known or suspected carcinogens or teratogens.
- B. Women of child-bearing age will not be required to work with teratogenic materials as identified under published standards of the National Institute of Occupational Safety and Health (NIOSH).

- C. Upon a request from the Union, the Center will provide the Union with a list of employees who work with known carcinogens or teratogens for whom approval has been granted for periodic medical examinations.
- D. Unit employees who work with hazardous, carcinogenic or teratogenic material will be provided with yearly physical examinations including but not limited to appropriate blood tests. These exams will be at the expense of the Center and all results will be made available to the employee or the employee's personal physician.
- E. All fume hoods at the Center will be tested annually, or at any time a malfunction is suspected, as prescribed by OSHA for the velocity of air flow and overall condition. These measurements will be compared to the applicable fume hood standards. Hoods found not to be in compliance with these standards will be marked as being out of order and will be brought into compliance as soon as practicable. Hood sashes will be clearly marked to indicate the proper height necessary to maintain the recommended air flow. Results of these tests will be communicated to any employee desiring such within thirty (30) calendar days of their completion.

Section 5. Unit employees who request it will be allowed to participate in the Occupational Health Maintenance Program and all other programs of health testing provided by the Center. Official time will be granted to employees to take advantage of health services provided by the Center.

Section 6. During the term of this Agreement, the Center will arrange for annual thorough safety inspections of the Center facilities and operations by an outside professional safety inspector. The

report and recommendations of these inspections will be made available to the Union within five (5) working days of their receipt by the Center.

Section 7. The Center will make a reasonable effort to assign an employee lighter duties on a temporary basis when supported by an acceptable medical certificate. If necessary, the Center will make an earnest effort to assign an employee to another location in the commuting area in which to perform the same or other duties as recommended by an acceptable medical certificate.

Section 8. Information on Federal Employee Compensation may be obtained in the Center Safety and Occupational Health Committee master file. However, an employee suffering a job connected injury or illness or his/her representative will be notified promptly concerning possible options such as a claim under the Federal Employee Compensation Act (i.e., Workers' Compensation). The employee may request assistance regarding a claim for compensation for such illness or injury and the Center will provide such assistance. The Center will investigate the facts and circumstances leading up to the illness or injury.

Section 9. Information on the use and operation of government and private vehicles for official business will be provided to all operators. All government vehicles will be inspected annually and will be supplied with an accident report kit, a fully supplied First Aid Kit, a fully charged fire extinguisher suitable for automobiles and a working flashlight. The Center agrees to provide to all operators information on defensive driving.

Section 10. The Center agrees to provide, on an annual basis, health services for employees. Such services may include, but are not limited to, sanitary inspection of the cafeteria, influenza shots, chest X-rays, glaucoma examinations,

diabetes tests and pap tests. Official time will be granted to employees to take advantage of health services provided by the Center.

Section 11. The Center agrees to invite the Red Cross to conduct a blood donation program at the Center. Employees will be permitted to donate blood to the Red Cross at the Center on official time and will be permitted a reasonable amount of administrative leave to recover from the donation. The amount of time granted shall not exceed four (4) hours.

Section 12. The Center agrees to provide assistance to handicapped employees for the purpose of emergency building evacuation. Detailed descriptions of such plans will be made available to the individual, the Safety and Occupational Health Manager, emergency response teams and to the Union upon request.

Section 13. If an employee believes that a hazardous situation or condition would create imminent danger in the course of performing an assignment, the employee should refrain from completing the assignment and immediately discuss the situation with his/her supervisor. If after this discussion and the supervisor's observation of the worksite, the employee and the supervisor still disagree concerning the extent of the hazard and the employee still believes that injury could result, the employee should seek the assistance of a higher level supervisor to observe and evaluate the alleged hazardous situation. If no resolution of the problem occurs at this level, the situation should be immediately referred to the Safety and Occupational Health Manager for a decision. Nothing contained in this section prohibits the employee from immediately seeking the assistance of a higher level supervisor or the Safety and Occupational Health Manager nor does it prohibit the employee from invoking any grievance

procedure. No adverse action of any kind shall be taken against an employee because of his/her reporting that a condition or situation is hazardous.

Section 14. Employees at the Center should report any working conditions which are believed to be unsafe or unhealthful. The Center will respond to these reports and conduct an inspection normally within one (1) working day for imminent danger situations, three (3) working days for potentially serious conditions, and twenty (20) working days for all other conditions. Any employee at the Center may request an inspection of any workplace when he/she believes an unsafe or unhealthful condition exists. The Center agrees to keep confidential the name of the employee that reported the suspected unsafe or unhealthful condition, if so requested by the employee. Employees who wish to obtain further information on filing complaints over safety and health should refer to the current Department of Labor regulations on safety and occupational health, copies of which will be made available in the Center library.

Section 15. The Center will make periodic inspections of environmental conditions which appear to be injurious to the health of employees including but not limited to excessive noise, dust, fumes, toxic materials, radiation and other potentially harmful conditions. Such inspections will also be initiated promptly in response to employee complaints. When safety inspections reveal that harmful conditions exist, the employee's supervisor may assign the employee to work in another area of the Center until the conditions have been corrected.

Section 16. The Center agrees to conduct training in the emergency alarm and evacuation system at the Center including evacuation drills at least every six (6) months.

Section 17. Training in laboratory safety and the use of fire extinguishers will be made available to all employees on an annual basis. Attendance at these training sessions should be strongly advised by management for all employees at the Center.

Section 18. Personnel assigned to implement safety and health policies at the Center shall receive sufficient and appropriate training in order to competently carry out their assigned duties. They shall include but not be limited to the chair of the Safety and Occupational Health Committee, members of that Committee, toxic substances response squad, fire brigade, first aiders and CPR squad. All Center employees actively working inside a research laboratory shall receive appropriate training in order to conduct their work in a safe manner. Such training shall also inform employees of the Agency Occupational Safety and Health Program, with emphasis on their rights and responsibilities.

ARTICLE XIV Training and Upward Mobility

Section 1. The Center acknowledges the importance of training and employee development to the mission of the Center and to the morale and well-being of employees. Therefore, the Center agrees to consider the desires of employees and the benefit to the Government in planning and scheduling employee training.

Section 2. The Union may, at any time, bring to the attention of the appropriate Center officials such training needs as it deems necessary for the safe and efficient performance of the duties of employees. These officials agree to give serious consideration to recommendations of the Union. The parties agree that training needs of mutual concern will be discussed at meetings of the joint

Labor-Management Committee. The Center will provide responses to specific training recommendations made by the Union.

Section 3. Where vacancies exist, the Center will consider retraining employees whose jobs are abolished or absorbed into other positions because of technological or procedural changes.

Section 4. The Center will provide each selectee for the upward mobility program with a copy of the training agreement governing his/her training program in advance to assure an opportunity to carefully examine and seek advice on its contents prior to the employee signing the agreement.

Section 5. Copies of the handbook on the Research Position Evaluation System will be made available to research scientists and to the Union upon request.

Section 6. Employees' Individual Development Plans (IDP) should be carried out to the fullest extent practicable within the specified time frame.

ARTICLE XV Performance and Promotion

Section 1. Vacancy announcements for bargaining unit positions will be provided to the Union President and posted at the Center.

Section 2. Unit employees will receive an extra copy of any letter advising them that their within-grade salary increase may be withheld. Such copies will be annotated as follows: "For AFGE Local 1331 or other designated representative."

Section 3. The Center will notify unit employees occupying research positions when their case materials are forwarded to the research personnel evaluation panel for review.

Section 4. When a unit employee is detailed to a supervisory position, employees supervised by the incumbent of that position will be notified.

Section 5. The Center will supply the Union with a written policy statement or Directive regarding the promotion of Technicians and Category III scientists above the GS-9 and 10 levels. Changes to said policy will be conveyed to the Union prior to implementation.

ARTICLE XVI Reduction in Force and Contracting Out

Section 1. Whenever possible, the Center will notify the Union at least ten (10) working days in advance of issuing reduction in force notices to affected unit employees. Prior to the issuance of specific notices to individual employees, the Center will provide a briefing on reduction in force procedures to Union officials and stewards. This briefing will be provided on official time. Additionally, the Union President will be furnished with information regarding the positions and competitive levels which are initially affected. The positions will be identified by title, grade and organizational subdivision. Information on the number of employees initially affected, the proposed effective date and the reasons for the action will also be provided.

Section 2. In the event of a reduction in force, the affected employee and his/her Union representative will, upon request, be provided

access to Master Retention Registers relative to actions affecting the employee.

Section 3. When the Center determines to formally begin Circular A-76 procedures to contract out any function within the bargaining unit, it agrees to notify the Union within two (2) working days of such a decision.

Section 4. The Center agrees to provide the Union in a timely manner copies of all pertinent information regarding the proposed contracting out. These documents will include but are not limited to: the invitation to bid; the accepted bid (where it is public knowledge); the cost comparison form used for the contracting out determination, once certified; Department of Labor certification of wage rate; the statement of work; a "milestone" chart, once final, indicating the estimated dates for contracting out; any changes to the statement of work; all bidder questions and the answers supplied by the Center relating to the statement of work.

Section 5. The Center agrees to allow a Union representative to be present at the walk-through inspection of the bidding contractors held previous to the bidding process. This representative will function solely as an observer unless asked by the Center for comment.

Section 6. When a determination to contract out work will result in the displacement of unit employees, the Center agrees to notify the Union of its decision at least ten (10) working days prior to the implementation of the contract. At the time of notification the Union will be given an opportunity to present its views and make recommendations regarding the impact on affected unit employees. The Union will be provided with a copy of these contracts as soon as they are available at the Center.

ARTICLE XVII Tours of Duty

Section 1. The Center will normally be open from 7:00 a.m. to 6:00 p.m. during the normal work week of Monday through Friday.

Section 2. All employees must work or otherwise account for eight (8) hours each working day. In addition, each employee who works more than five (5) hours during the working day must take and account for a lunch period lasting at least thirty (30) minutes. The following diagram illustrates the flexible time bands and the core time bands for the Center workforce except identified excluded employees:

7:00	9:00	11:30	1:30	3:30	6:00
a.m.	a.m.	a.m.	p.m.	p.m.	p.m.
Flexible	Core	Flexible	Core	Flexible	
Time	Time	Time	Time	Time	
Band	Band	Band	Band	Band	
Minimum					
1/2 Hour Lunch					

Section 3. Core Time. All employees must be at work or on approved leave during the specified core time bands, except as provided in Section 4 below.

Section 4. Core Time Deviation (CTD). Upon request of the employee and approval by the immediate supervisor, an employee's absence during core time may be made up by accounting for an equal amount of time on the same workday during a flexible time band. Use of CTD must be mutually beneficial to the employee and the Center as determined by the immediate supervisor. This exception to core time requirements may not be used on a regular or recurring basis. The approval of

CTD for one employee must not result in a forced schedule change for another employee. However, CTD may be approved after the beginning of core time on the day it is exercised in unavoidable situations. CTD cannot be approved if it would involve extending the employee's workday beyond the limitation of the established working hours (7:00 a.m. to 6:00 p.m.).

Section 5. The Morning Flexible Time Band.

Subject to the needs of the work unit, each employee may select a starting time within the morning flexible time band. Employees must start work on five (5) minute clock times such as 7:00, 7:05, 7:10 or 7:15. Employees may vary their starting times on a day-to-day basis except when official business requires that the supervisor adjust the employee's work schedule. The adjustment will be made known to the employee as soon as possible but not later than the end of the previous workday. Employees may leave during the morning flexible time band with prior approval of the supervisor. If the employee does not return by the beginning of core time, he/she must have approved leave or have arranged for CTD in accordance with section 4 above. Time accounting procedures as defined in section 8 below must be adhered to under all circumstances.

Section 6. The Mid-Day Flexible Time Band.

A mid-day flexible time band from 11:30 a.m. to 1:30 p.m. is authorized. When employees are required to take lunch, this lunch period is to be taken during the mid-day time band. Intermittently, when work requirements permit, supervisors may authorize employees to take lunch at other than the mid-day flexible time band. When made necessary due to the nature of the assigned work, the supervisor may require the employee to take lunch at other than the mid-day flexible time band. However, employees may not be required or permitted to work without a lunch period except as provided in section 2 above.

Section 7. The Afternoon Flexible Time Band. The core time ends at 3:30 p.m. Employees may finish work at any time between 3:30 p.m. and 6:00 p.m. on five (5) minute increments once they have completed or otherwise accounted for eight (8) hours plus 1/2 hour or longer lunch period. Employees may leave and return during the afternoon flexible time band with prior approval by the immediate supervisor.

Section 8. Time Accounting. Employees will be required to record starting time, ending time and time out and in during the workday each day on a Flexitime Unscheduled Time Recorder (SEA Form 610). All employees must record this information at the time of entry and exit. Employees must initial the SEA Form 610 at the completion of the workday, certifying as to the accuracy of this information. The location of the time recorders will be determined by the supervisor. However, to protect the privacy of employees, time recorders will not be placed in hallways if individual employees object.

Section 9. Exclusions. Management retains the right to assign employees to non-standard tours of duty. Assignment of employees to non-standard tours of duty will be based on organizational needs. If groups of unit employees are assigned to other than the day tour, the Union will be given the opportunity to make comments, suggestions or alternative proposals, including possible flexitime schedules, which will be given serious, good-faith consideration prior to implementation. Employees who are assigned to non-standard tours of duty will be excluded from this flexitime plan.

Section 10. Policies and regulations regarding tours of duty will be made available for review in the personnel office located at the Center.

Section 11. Union officers and stewards who are assigned to standard tours of duty will not be assigned to non-standard tours of duty without prior discussion with the Union and affected employees.

ARTICLE XVIII Official Facilities and Time

Section 1. The Union will be allowed the use of space in the main building of the Center (building 4) to be used as the Union office, for the conduct of representational duties in privacy. The space shall have a working telephone hookup and working telephone, adequate lighting, proper heating, air conditioning and ventilation. Office furniture in good condition, including no less than one desk and desk chair, and one conference table and four conference table chairs shall be provided. The Union will be permitted to use two (2) four drawer file cabinets with lock and key for Union records. This furniture and file cabinets will be provided by the Center at no cost to the Union.

Section 2. Whenever possible, the Center will make conference rooms available to the Union for the conduct of Union business for representational activities. The Union must request to reserve the space in advance.

Section 3. Union representatives will be allowed official leave during this Agreement to attend training of mutual interest to the parties. Each representative will be permitted to use up to forty-eight (48) hours of this leave in any one (1) contract year and the total amount of official leave granted in any contract year to all Union representatives will not exceed one hundred twenty (120) hours. The total amount of official leave

granted to all Union representatives over the length of this Agreement shall not exceed two hundred eighty-eight (288) hours.

ARTICLE XIX Publicity

Section 1. The Center will continue to provide a bulletin board for the display of Union literature, correspondence and notices. This bulletin board will be maintained by the Union, will measure approximately 3' by 7' and will be located near the cafeteria.

Section 2. The Center will arrange for the printing of this Agreement in booklet form of approximately 4" by 6". Printing costs will be assumed by the Center. Each employee of the unit will be furnished a copy of this Agreement and the Union will be furnished seventy-five (75) copies.

Section 3. The Center will allow the Union the reasonable use of interoffice mail for distribution of materials to members of the bargaining unit.

ARTICLE XX Union Dues

The allotment of Union dues through payroll deduction by individual members belonging to both the Union and the bargaining unit is a service provided by the U.S. Department of Agriculture as described in the current agreement between the U.S. Department of Agriculture and the national office of the American Federation of Government Employees. Additional information regarding dues allotments or revocations may be obtained from the Union or the personnel office located at the Center.

ARTICLE XXI

Equal Employment Opportunity

Section 1. As provided by Section 2301(b)(2) of the Civil Service Reform Act, "All employees and applicants for employment should receive fair and equitable treatment in all aspects of personnel management without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, or handicapping condition, and with proper regard for their privacy and constitutional rights."

Section 2. The Center agrees to consider the views of the Union with respect to:

- A. full utilization of the present skills of employees, including, but not limited to, the redesigning of jobs where feasible;
- B. the maximum of opportunity for employees to enhance their skills and promotability through on-the-job training, work-study programs, job-design measures and other training programs.

Normally, such views will be presented to the Center through the Union's representative on the EEO Advisory Committee or the joint Labor-Management Committee.

Section 3. EEO posters, if provided by higher level authority, prominently displaying the quotation in Section 1 above and containing the names and photographs of all EEO counselors will be displayed outside the cafeteria, in the personnel office located at the Center and at the entrance to the chemical wing. These posters will be maintained and revised by the Center as necessary.

ARTICLE XXII Assignment of Employees

Section 1. Temporary assignments of more than two (2) consecutive weeks may be documented by an employee and submitted through the supervisory chain for inclusion in said employee's Official Personnel Folder. Supervisors may attach their comments to such documentation.

Section 2. Supervisors will provide employees a reasonable training period when they are temporarily assigned higher level duties for which they have had no previous experience.

ARTICLE XXIII Disciplinary and Adverse Actions

Section 1. For unit employees the Center agrees to provide employees with an extra copy of letters of proposed disciplinary or adverse actions for distribution to their designated representative at the employees' discretion. The extra copy will be annotated "For AFGE Local 1331 or other designated representative."

Section 2. The Center agrees to notify a Union Officer of all adverse action hearings involving any unit employee within one (1) working day of receipt of notice of the adverse action hearing by the affected employee and to allow a Union Official acting as an observer to attend such hearings of unit employees if the employee has not designated a Union Official as his/her representative. If the observer is otherwise in an active duty status, such attendance will be on official duty. However, overtime, travel or other expenses will not be paid to such observers.

Section 3. If the Center is aware that an employee is to be served with a warrant or subpoena, the Center will endeavor to see that it is served in private and without the knowledge of other employees.

Section 4. The Union will be advised of the separation of a probationary employee on the same day as notification to the employee.

Section 5. The Center will request and verify removal from an employee's Official Personnel Folder letters documenting actions adverse to the employee, if it is determined that the action was unwarranted.

ARTICLE XXIV Grievance Procedure

Section 1. The purpose of this Article is to provide a fair and mutually acceptable method for the settlement of grievances within the scope of this Article (sections 2, 3, and 4, below). This negotiated procedure will be the exclusive procedure available to the parties and employees in the unit for resolving such grievances, except as otherwise noted. As required by Title 5, U.S. Code 7121(b)(3); (1) this procedure is available for use by the exclusive representative on its own behalf or on behalf of any employee in the unit; (2) employees may present grievances on their own behalf, although the Union has the right to be present during the grievance proceeding; and (3) any grievance not satisfactorily settled under this grievance procedure may be taken to binding arbitration under Article XXV by either the Union or management.

Section 2. As provided by Title 5, U.S. Code 7103(a)(9), "'grievance' means any complaint--

- (A) by any employee concerning any matter relating to the employment of the employee;
- (B) by any labor organization concerning any matter relating to the employment of any employee; or
- (C) by any employee, labor organization or agency concerning--
 - (i) the effect or interpretation, or a claim of breach of a collective bargaining agreement; or
 - (ii) any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment."

Section 3. Matters either excluded by law or listed under Section 4 below will not be covered by this grievance procedure.

Section 4. This procedure will not apply to any grievance concerning:

- (1) any claimed violation of subchapter III of Chapter 73 of Title 5, U.S. Code (relating to prohibited political activities);
- (2) retirement, life insurance or health insurance, but not excluding clerical and procedural matters (such as clerical errors) within the authority of the agency;
- (3) a suspension or removal under Section 7532 of Title 5, U.S. Code (national security reasons);

- (4) any examination, certification or appointment;
- (5) the classification of any position that does not result in the reduction in grade or pay of an employee;
- (6) the content of published agency regulations and policy;
- (7) non-selection for promotion from a group of properly ranked and certified candidates;
- (8) a preliminary warning notice of an action which if effected, would be covered under the grievance procedure;
- (9) an action which terminates a temporary promotion within a maximum period of two (2) years and returns the employee to the position from which the employee was temporarily promoted, or reassigns or demotes the employee to a different position that is not at a lower grade or pay than the position from which the employee was temporarily promoted;
- (10) the separation of any employee serving a probationary or trial period;
- (11) the granting of, or failure to adopt, an employee performance award or the adoption of, or failure to adopt, an employee suggestion or invention;
- (12) grievances for which the desired relief would constitute a change to established personnel policies and practices or other matters affecting conditions of employment in the unit. These matters would be subject to negotiations between the parties;

- (13) the separation of employees as a result of a reduction in force;
- (14) the denial of a within-grade increase to a General Schedule employee, except when discrimination is also an issue;
- (15) any other matter for which the desired relief may be obtained through the established rules and regulations of the Federal Labor Relations Authority or the Federal Service Impasses Panel.

Section 5. Employees may grieve matters covered by Sections 2302(b)(1), 4303 and 7512 of Title 5, U.S. Code under this procedure or under the statutory procedure, but not both. For matters covered by Section 2302(b)(1), an employee will have exercised the option upon timely initiation of an action under the applicable statutory procedure or timely filing of a written grievance at the appropriate level of this procedure, whichever occurs first. In regard to Sections 4303 and 7512, an employee will have exercised the option upon timely filing of appeal under the statutory procedure or timely filing of a written grievance at the appropriate level of this procedure, whichever occurs first.

Section 6. Most grievances arise from misunderstandings or disputes which should and may be settled at the immediate supervisory level. The parties will attempt to settle grievances at the lowest possible level. However, inasmuch as matters of concern and dissatisfaction arise occasionally among people in any work situation, the filing of a grievance will not be construed as reflecting unfavorably on the employee's conduct or performance.

Section 7. Employees will be allowed a reasonable amount of time during working hours to present grievances to their Union stewards and to Center management. Likewise, Union stewards or representatives will be allowed a reasonable amount of time during working hours to accept grievances from employees, to present them to Center management, to represent employees in the presentation of grievances and to be present at any adjustments.

Section 8. The following procedures are established for Union or employee initiated grievances over the interpretation and application of this Agreement and over matters within the discretion of the Center Director:

Step 1. A grievant will seek informal resolution of a complaint with the immediate supervisor within twenty (20) calendar days of the event (or knowledge thereof) giving rise to the grievance. The grievant may request that a Union representative be present to discuss the matter with the supervisor.

Step 2. If no satisfactory settlement is reached within seven (7) calendar days, the grievant and/or representative will have ten (10) calendar days to reduce the grievance to writing and present it to the Research Leader. Within fifteen (15) calendar days of receipt of a timely grievance, the Research Leader or designated representative will discuss the grievance with the grievant and/or representative, make appropriate inquiries and issue a written determination on the matter.

Step 3. If the grievant is not satisfied with the written determination of the Research Leader or designated representative, the grievance may be submitted in writing to the Center Director within ten (10) calendar days of receipt of the step 2

decision. The Center Director or designated representative will make appropriate inquiries and will issue a written decision within fifteen (15) calendar days of his/her receipt of the grievance. This is the final decision of the Agency. In unusual circumstances requiring prompt and expeditious resolution, such as but not necessarily limited to serious problems involving the health and safety of employees, steps 1 and 2 of this procedure may be omitted.

Section 9. The following procedure is established for Union or employee initiated grievances beyond the authority of the Center Director but within the authority of the Area Director:

Within twenty (20) calendar days from the date of the event (or knowledge thereof) giving rise to the grievance, an employee or designated Union representative may file a written grievance to the Area Director. The Area Director will have forty-five (45) calendar days from date of receipt of the grievance to make appropriate inquiries and to issue a written decision. This is the final decision of the Agency.

Section 10. The following procedure is established for Union or employee initiated grievances beyond the authority of the Area Director but within the authority of the Administrator, Agricultural Research Service (ARS):

Within twenty (20) calendar days of the event (or knowledge thereof) giving rise to the grievance, or within fifteen (15) calendar days from the effective date of any formal disciplinary action, an employee or designated Union representative may file a written grievance to the Administrator, ARS. The Administrator will be allowed sixty (60) calendar days from the date of receipt of the

grievance to make appropriate inquiries and to issue a written decision. This is the final decision of the Agency.

Section 11. At a minimum, grievances required to be in writing will contain:

- (1) the employee's name, title and work location;
- (2) the nature of the grievance, including any available details;
- (3) any rules or regulations applicable to or affecting the grievances (if known);
- (4) the provisions of this Agreement, if any, which allegedly were violated or which cover the issue being grieved;
- (5) available documentation in support of the grievance;
- (6) whether the employee is represented by the Union and, if so, the name of the representative;
- (7) the desired relief.

Section 12. Management may initiate a grievance concerning those matters covered in Section 2 of this Article. Such grievances will be filed in writing with the Union President. If the grievance is about a particular act or occurrence it must be filed within twenty (20) calendar days of the event (or knowledge thereof) giving rise to the grievance. Within fifteen (15) calendar days after receipt of the grievance, the Union will respond in writing to the Center Director. If the parties cannot resolve the matter, either party may use the arbitration procedures outlined in Article XXV.

Section 13. The time limits in this Article may be extended for good reason and for specified time periods by agreement between the grievant or representative and management. An employee may withdraw his/her grievance at any time. Failure of management to observe the time limits for any level in the grievance procedure will entitle the employee to present the grievance at the next level. Failure of the employee or the representative to observe the time limits for any level in the grievance procedure will entitle management to consider the grievance resolved. If at any level of the grievance procedure set forth herein the aggrieved employee or representative accepts the decision rendered by management, the grievance will be considered resolved.

Section 14. Grievances can be initiated by one (1) or more employees. When two (2) or more employees have similar grievances (the dissatisfaction expressed and the relief requested are the same), the parties will, absent compelling reasons, process the grievances concurrently.

Section 15. Questions involving grievability or arbitrability must be raised under this grievance procedure or arbitration (Article XXV).

ARTICLE XXV Arbitration

Section 1. If the decision of the Center Director, Area Director or Administrator, is unsatisfactory, the Union may decide to submit the grievance to arbitration. A decision to arbitrate must be made and announced within twenty (20) calendar days of the receipt of the grievance decision.

Section 2. Within fifteen (15) calendar days after an announcement to arbitrate is received, the parties will jointly request a list of seven (7) names of arbitrators from the Federal Mediation and Conciliation Service. Within fifteen (15) calendar days after receipt of such a list, the parties will attempt to select one (1) arbitrator from the list by mutual agreement. If the parties cannot mutually agree upon an arbitrator to hear the case, the parties will alternately strike names from the list until one (1) name remains. The remaining arbitrator will be selected.

Section 3. Prior to referring the grievance to the arbitrator, the parties will meet and attempt to prepare a written statement of the specific issue(s) to be submitted to arbitration. If the parties fail to agree on a joint statement of the issue(s), each may submit a separate statement. The arbitrator will consider only the issues submitted by either party.

Section 4. Consistent with this Article, the arbitrator will decide the procedure to be followed in the hearing and deciding of the grievance. The arbitrator will be asked to render a decision as quickly as possible, but in any event not later than thirty (30) calendar days after the conclusion of the hearing or not later than thirty (30) calendar days after the receipt of the transcript.

Section 5. An arbitrator will not add to, subtract from, change or modify any provisions of this Agreement, change ARS or Department of Agriculture policy or regulations; or mandate any abatement procedure involving the application of safety and health policies, regulations or standards (although the arbitrator may recommend or suggest such a procedure).

Section 6. Arbitration hearings will usually be held at the Center during the regular daytime working hours of the workweek. Employees who are called to testify as witnesses at a hearing will be on official time if they are otherwise in an active duty status.

Section 7. The decision of the arbitrator is binding except that either party may appeal the award to the Federal Labor Relations Authority in accordance with the regulations prescribed by the Authority. The appealing party will promptly notify the other party of such an appeal.

Section 8. All fees and expenses of the arbitrator will be shared equally by the parties. Transcripts will be made of arbitration hearings over matters covered under Sections 2302(b)(1), 4303 and 7512 of Title 5, U.S. Code. Transcripts may be made of arbitration hearings regarding other issues, either by mutual consent or unilaterally by either party.

ARTICLE XXVI Time Periods Defined

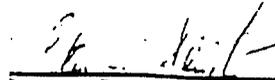
Section 1. The intent of this Article is to define how days are counted in order to clarify their meaning in all parts of this Agreement where time limits of any kind are defined.

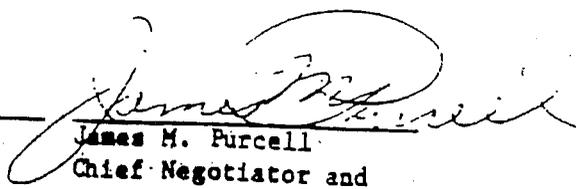
Section 2. In all parts of this Agreement where some day limit is defined, day zero (0) will be defined as the day the action is enacted. That is, for example, the day a grievance is filed, or the day some problem is brought to the attention of the Center or the Union, etc.

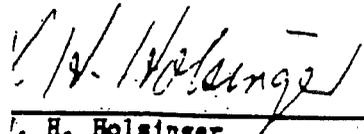
Section 3. Where working days are specified in the Agreement, day zero (0) is defined as in Section 2. Counting of days will commence on the next

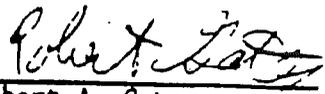
For the Center:

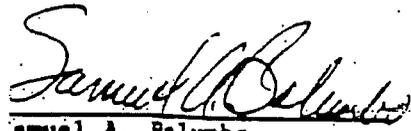
For the Union:

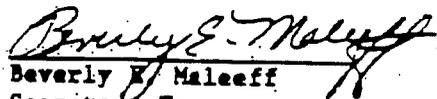

Peter C. Sleight
Chief Negotiator

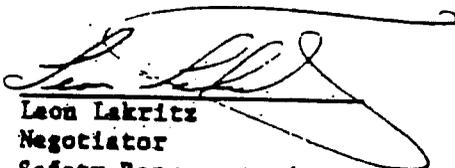

James M. Purcell
Chief Negotiator and
President


F. H. Holsinger
Research Leader
Milk Components Utilization
Research Unit


Robert A. Gates
Vice President


Samuel A. Palumbo
Lead Scientist
Microbial Food Safety
Research Unit


Beverly E. Maleeff
Secretary-Treasurer


Leon Lakritz
Negotiator
Safety Representative

April 5, 1988

etc

Approved by the Office of Personnel, U.S.
Department of Agriculture, and
effective April 7, 1988

Amendment to Eastern Regional Research Center
Contract with A.F.G.E. 1331 signed November 18,
1987 and approved December 11, 1987.

To be added to Article XVII, Tours of Duty

Section 12. As an alternative to the flexible work schedule outlined in the above sections, employees may request placement in a "5-4/9" alternative work schedule (AWS). The 5-4/9 AWS shall consist of a fixed schedule which, within a pay period of ten (10) work days, includes eight (8) nine-hour work days, one (1) eight-hour work day and one (1) non-work day. This AWS will be available within the following guidelines:

- A. An employee's request for inclusion in a 5-4/9 schedule may be approved by the appropriate supervisor when management determines it would not interfere with the requirements of the unit (e.g., workload permitting, adequate coverage is available for the employee's extra day off, etc.).
- B. The 5-4/9 AWS will be tried on an experimental basis at ERRC for eighteen months from the effective date of this amendment. At the conclusion of this period, after consultation with the Union, management will determine if the 5-4/9 AWS should be extended through the remaining term of the contract, or terminated as an option. This determination will be based on whether the AWS has had an adverse impact or not. Should management determine at any time that the 5-4/9 AWS at ERRC has had an adverse impact (such as a reduction in productivity; a diminished level of services to the public, or an increase in operating costs) they may terminate the plan.

- C. Should a supervisor determine that a previously approved 5-4/9 schedule is having an adverse impact on the work unit (such as decreased productivity or lack of adequate coverage) he or she may cancel approval of any AWS within his/her unit. Such cancellation will be done with fairness to his/her unit employees.
- D. As the 5-4/9 AWS is being tried on an experimental basis, to insure adequate information as to its effect on the Center, any employee who receives approval to be placed in the 5-4/9 plan must remain on that schedule for a minimum of one year, unless either management approves alteration of the employee's schedule or the 5-4/9 plan is terminated at an earlier date.

MEMORANDUM OF UNDERSTANDING
ARS AND LOCAL 1331 AFGE

ARS and Local 1331 agree that the following provisions shall apply to implementing the safety, health and environmental performance element at ERRC:

- Section 1. The safety, health and environmental performance element will be applied fairly and equitably.
- Section 2. ARS will identify minimum safety, health and environmental standards for all positions which require the use, handling or storage of potentially dangerous equipment, supplies or chemicals or working in hazardous conditions. At the supervisor's discretion, the standards may also include specific personal goals.
- Section 3. More rigorous standards establishing even higher specific personal goals may be applied at the supervisor's discretion to any position if the position requires exceptional care due to the use, handling or storage of very dangerous equipment or supplies, or if the position requires use of equipment or supplies in a manner which incurs higher than normal safety, health or environmental risks.
- Section 4. Within 15 days after today, the joint Labor/Management Committee will meet and identify suggested or recommended activities which a supervisor may consider when rating safety, health and environmental performance. Activities other than those listed by the Committee may also be considered.
- Section 5. All supervisors will give serious consideration to the Committee's recommendations when establishing their employees' performance plans and discussing them with their employees.
- Section 6. The Committee will review the generic standards for the safety, health and environmental element at least once each year and submit comments and recommendations to the Center Director, as appropriate.
- Section 7. All employees who use, handle, dispose of, store or work in the presence of potentially dangerous equipment, chemicals or supplies will receive annual right-to-know training. In addition, supervisors will discuss the safety, health and environmental element through on-the-job activities and during biannual performance reviews to remind employees and/or update their understanding of the relationship between safety, health and the environment and their performance rating.

11/23/83 11:41

001 344 0363

USDA ARS PD IERB Phila

62 of

8. No employee will be required to participate in safety, health and environmental related activities or training without compensation. No employee will be required to incur any personal expense specifically for the purpose of participating in safety, health and environmental activities or training.
9. These provisions shall not apply to any employee who does not have a safety, health and environmental element in their performance plan. If no bargaining unit employees have a safety, health and environmental element, then this MOU will be no longer in effect.

For ARSFor Local 1331

Arthur S. Rosenzweig
 Arthur S. Rosenzweig
 Labor Relations Specialist

Robert A. Gates
 Robert A. Gates
 Union Chief Negotiator

V.H. Holsinger
 V.H. Holsinger
 Research Leader
 Dairy Products Research Unit

Judith M. Foster
 Judith M. Foster
 President, Local 1331

Gerald M. Sapers
 Gerald M. Sapers, Lead Scientist
 Plant Science Technology
 Research Unit

SUGGESTED GUIDELINES FOR MEETING SAFETY PERFORMANCE ELEMENT;
SUPPORTS AND PARTICIPATES IN SAFETY, EMPLOYEE HEALTH AND
ENVIRONMENTAL PROTECTION PROGRAMS

Exceeds Fully Successful:

1. Volunteer for: Incident Response Team
Collateral Duty Safety Officer
Biological Safety Committee
Radiological Safety Committee
or any other safety related committees.
2. Take the initiative in developing and/or presenting on-the-job safety training peculiar to the management unit for co-workers, especially summer students.
3. Take safety training courses beyond those required, either on own initiative or with supervisory permission: for example, First Aid, CPR, OSHA, etc., when the opportunity offers.
4. Identify non-obvious safety-related items and/or practices. Bring to attention of supervisor/safety manager/CDSO for action.
5. Take the initiative to help others with chemical disposal, pathogen disposal, etc.
6. Take action promptly and correctly in case of fire, sick or injured employee, etc.
7. Submit safety suggestions which might be adopted.
8. Volunteer to take responsibility for managing chemical storage locker or equipment cage within management unit. This includes inventory, storage, maintenance, disposal and ordering for management unit if unit functions this way.
9. Volunteer to take responsibility for maintaining safe and orderly containment of hazardous materials: Pathogens; Radiological Chemicals; Biological Agents, etc.

Meets Fully Successful:

Meets all criteria expressed in the generic element.

The above list is not meant to be all-inclusive; at the suggestion of the incumbent and the acceptance by the supervisor, other activities may qualify.

MEMORANDUM OF AGREEMENT

Section 1. The Center and the Union agree to the practice of Equal Employment Opportunity/Civil Rights (EEO/CR) principles.

Section 2. Prior to the implementation of the EEO critical performance element, the Center EEO Advisory Committee will meet to discuss and create a list of examples of the types of activities which would fail to meet, meet, or exceed, the fully successful standard on the EEO element. That list of examples will be forwarded to the Center Director for either approval or revision as deemed necessary by the Center Director. The resultant list of examples will serve as a guide for employees and supervisors as to what types of activities will be considered when rating employees on the EEO Critical Performance Element.

Section 3. Each year the Center EEO Advisory Committee will meet to review the list of activities and submit any suggested changes to the Center Director for his/her consideration.

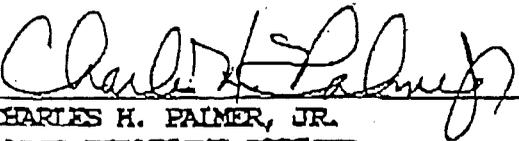
Section 4. At the beginning of each appraisal year each RL will meet with his/her management unit to answer any questions the employees may have regarding the EEO critical performance element and attempt to reach an understanding with the employees of the management unit regarding what will be expected to meet or exceed the fully successful standard. The RL will use the list of activities developed by the Center EEO Advisory Committee as a guide in setting the performance goals for employees of the management unit.

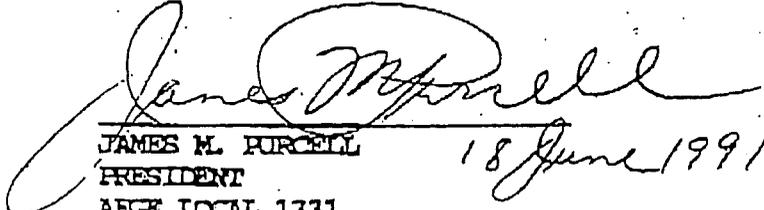
Section 5. Participation in all ARS sponsored or sanctioned EEO related activities held during normal working hours (6 a.m.-6 p.m.) will be an official time. Participation in EEO related activities during non-work hours will be voluntary; Supervisors may consider outside EEO related activities when rating employee performance under this element if brought to their attention by the employee. No employee will be required to attend any EEO activity which will cause the employees to incur any personal expense.

Section 6. Section 1-5 of this agreement will become part of Article XXI Equal Employment Opportunity.

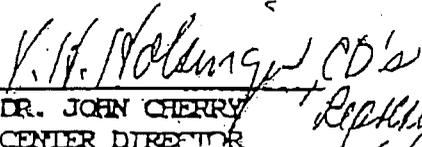
FOR THE EMPLOYER:

FOR THE UNION:


 CHARLES H. PALMER, JR.
 LABOR RELATIONS OFFICER
 ARS


 JAMES M. PURCELL
 PRESIDENT
 AFGE LOCAL 1331
 18 June 1991

APPROVED:


 DR. JOHN CHERRY
 CENTER DIRECTOR

DATE:

6-20-91

Representative
 6/18/91

MEMORANDUM OF UNDERSTANDING
BETWEEN
AFGE LOCAL 1331
AND
EASTERN REGIONAL RESEARCH CENTER

The parties agree that Directive 402.1, Maxiflex Tour of Duty Plans for ARS, dated January 27, 1995, will become Article XVII, Tours of Duty, as contained in the current Negotiated Agreement and Memorandum of Understanding dated May 16, 1991. The following shall apply with respect to the implementation of the Directive.

Section 1. To ensure the safety of all employees when working flexible schedules, at least two employees must be present in close proximity of the area when employees are working in the laboratories and pilot plants. It is not necessary that the minimum two employees be the supervisor and employee. Supervisor and employees will work together to ensure a safe working environment when establishing flexible schedules.

Section 2. The Center will normally be open 6 a.m. to 6 p.m. Monday through Friday. Core time for the Center shall be 9:30 a.m. to 11:30 a.m. and 1:30 p.m. to 2:30 p.m., Monday through Friday. All employee must be at work or on approved leave during the Core time. Employees may request their immediate supervisor to deviate from the Core Time.

Section 3. Employees whose proposed work schedule is not approved by the first line supervisor may request that the second line supervisor informally resolve the dispute. If the employee is still dissatisfied, then the employee may grieve the matter in accordance with Article XXIV, Grievance Procedure.

Section 4. This Memorandum of Understanding constitutes the Parties total understanding with respect to the implementation of Directive 402.1. This agreement will remain in full force until such time as the parties enter mid-term bargaining. At that time each party may propose changes to the implementation language. Any and all changes to this MOU will become part of the new Negotiated Agreement.

FOR THE AGENCY

Peter E. Themelis 2-12-96

Peter E. Themelis Date
Labor Relations Officer
ARS

FOR THE UNION

Leon Lakritz 2/22/96

Leon Lakritz Date
President
AFGE LOCAL 1331

Approved by the Director of Personnel, USDA, and effective on February 23, 1996.



United States
Department of
Agriculture

Agricultural
Research
Service

North Atlantic Area
Eastern Regional
Research Center

600 East N
Philadelphia
19118

March 26, 1996

SUBJECT: Implementation of the "New" Maxiflex at ERRC

TO: All Employees

FROM: John P. Cherry, Center Director

AFGE Local 1331 and ERRC Management have negotiated a Memorandum of Understanding (MOU) for implementation of the "new" Maxiflex. A copy of the MOU is enclosed for incorporation into your copy of the existing contract with Local 1331.

You will note that in Section 2. of the MOU, the normal working hours be between 6 a.m. and 6 p.m., Monday through Friday. Core hours will from 9:30 to 11:30 a.m. and 1:30 to 2:30 p.m. daily.

Your timekeepers will distribute the "new" Maxiflex forms for you to begin with pay period 8, starting Sunday, April 14, 1996. You are responsible for establishing your biweekly tour of duty with your supervisor on the "new" flexitime recorder sheet.

For safety reasons, in case of an emergency or building evacuation, you must account for all employees. Center Management and Local 1331 have agreed that all Research Leaders will develop a system (means) whereby they will be able to know which staff members are in the Center.

You have in your possession a copy of Directive 402.1 which explains detail the implementation of the "new" Maxiflex. Furthermore, the Agency's Maxiflex expert, John Ewing, visited the Center and explained the process to all interested employees. If you still have questions regarding the process, please submit them in writing to Leon Lakritz Virginia Holsinger, who will make every effort to obtain an official answer for you.

Enclosure (1)

MEMORANDUM OF UNDERSTANDING
BETWEEN
AFGE LOCAL 1331
AND
EASTERN REGIONAL RESEARCH CENTER

The parties agree that Directive 402.1, Maxiflex Tour of Duty Plans for ARS, dated January 27, 1995, will become Article XVII, Tours of Duty, as contained in the current Negotiated Agreement and Memorandum of Understanding dated May 16, 1991. The following shall apply with respect to the implementation of the Directive.

Section 1. To ensure the safety of all employees when working flexible schedules, at least two employees must be present in close proximity of the area when employees are working in the laboratories and pilot plants. It is not necessary that the minimum two employees be the supervisor and employee. Supervisor and employees will work together to ensure a safe working environment when establishing flexible schedules.

Section 2. The Center will normally be open 6 a.m. to 6 p.m. Monday through Friday. Core time for the Center shall be 9:30 a.m. to 11:30 a.m. and 1:30 p.m. to 2:30 p.m., Monday through Friday. All employees must be at work or on approved leave during the Core time. Employees may request their immediate supervisor to deviate from the Core Time.

Section 3. Employees whose proposed work schedule is not approved by the first line supervisor may request that the second line supervisor informally resolve the dispute. If the employee is still dissatisfied, then the employee may grieve the matter in accordance with Article XXIV, Grievance Procedure.

Section 4. This Memorandum of Understanding constitutes the Parties total understanding with respect to the implementation of Directive 402.1. This agreement will remain in full force until such time as the parties enter mid-term bargaining. At that time each party may propose changes to the implementation language, and all changes to this MOU will become part of the new Negotiated Agreement.

FOR THE AGENCY

FOR THE UNION

Peter E. Themelis 2-12-96
Peter E. Themelis Date
Labor Relations Officer
ARS

Leon Lakritz 2/22
Leon Lakritz Date
President
AFGE LOCAL 1331

Approved by the Director of Personnel, USDA, and effective on February 23, 1996.



United States
Department of
Agriculture

Agricultural
Research
Service

North Atlantic Area
Eastern Regional
Research Center

500 East N
Philadelphia
19118

November 16, 1995

SUBJECT: Seminar to explain the "new" Maxiflex

TO: All ERRC Employees

FROM: V. H. Holsinger, Center Director's Representative

The Center and Local 1331 have been working together for so time to implement the provisions of the "new" Maxiflex as described in the enclosed Directive 402.1, Maxiflex Tour of Plans for ARS, dated 1/27/95. ARS and the Union are in the process of preparing a Memorandum of Agreement.

John Ewing, ARS's expert on Maxiflex, will visit the Center Tuesday, November 28 to present a seminar to all Center employees at 1:30 p.m. in the auditorium, along with Peter Themelis, Employee Relations Specialist, ARS. Mr. Ewing and Themelis will present the information and try to answer all questions concerning Maxiflex, and other factors affecting etc. To prepare for the seminar, please review the enclosed directive and bring your questions. Leon Lakritz, who is presently on detail at SHEMA, will come to the Center with Ewing and Mr. Themelis to assist in describing the provision

All employees and supervisors should make every effort to attend this very important seminar.

Enclosure

U.S. DEPARTMENT OF AGRICULTURE • AGRICULTURAL RESEARCH SERVICE
WASHINGTON, D.C. 20250

DIRECTIVE**402.**

ORIGINATING OFFICE: Personnel Division	SUBJECT: Maxiflex Tour of Duty Plans for ARS
DISTRIBUTION: All Employees	

Remove 402.1, 2/4/91; and 402.2, 9/28/90

A REFERENCES

- 1 For overtime, Sunday pay, and night differential, see DIRECTIVE 402.3.
- 2 For leave administration, see DIRECTIVE 402.6
- 3 For guidance on transaction codes and completion of the ARS-331 form, see T&A Reporting, Chapter 21, Title I of NFC Procedures.
- 4 For hazardous weather procedures, see DIRECTIVES 402.8 and 402.9.
- 5 For guidance on training procedures, see DIRECTIVE 440.3.
- 6 For delegations of travel authority, see DIRECTIVE 340.0.

B SUMMARY

This DIRECTIVE:

- 1 Defines the ARS policy.
- 2 Assigns responsibilities.
- 3 Describes the impact of maxiflex on premium pay, leave, and travel.

C ABBREVIATIONS

ARS - Agricultural Research Service
CFR - Code of Federal Regulations
FEPA - Federal Employee Pay Act
FLSA - Fair Labor Standards Act
GS - General Schedule
LWOP - Leave Without Pay
NFC - National Finance Center
PC-TARE - Personnel Computer-Time and Attendance Remote Entry

402.1

C ABBREVIATIONS (Continued)

SF - Standard Form
T&A - Time and Attendance
USC - United States Code

D FORMS

ARS-331 - Time and Attendance Log
(Local Reproduction)

ARS-331 - Time and Attendance Log with frequently
used transaction codes
(Local Reproduction)

SF-71 - Application for Leave

E DEFINITIONS

- 1 Basic Work Requirement (Schedule) is the schedule of working hours which an employee accounts for through job performance or leave. Saturday, Sunday and nights may be a part of the basic work requirement. For full-time employees, it is normally the 80 hours in the biweekly period that fit within the tour of duty.

For part-time employees, it is the number of scheduled hours which fit within the tour of duty. The exception being that regularly scheduled overtime can be established as a part of the basic work requirement.
(See G 18.)

This Schedule is established in advance of the pay period.

- 2 Breaks. There is no inherent right to a paid break during working hours. Units and locations where Unions have negotiated on this matter will abide by their negotiated agreements.
- 3 Compensatory Time is paid absence from duty taken by an employee in lieu of monetary payment for an equivalent amount of irregular or unscheduled overtime worked. Compensatory time may be earned and used in as little as 15 minute increments. (For further instructions see DIRECTIVE 402.3)
- 4 Core Time is that part of the schedule of working hours, set by the supervisor, during which employees must be present for work.

402.1

E DEFINITIONS (Continued)

This core time is set by the supervisor at the beginning of the pay period. However, it may be the supervisor's option to not set core time or to change the schedule during the pay period. Also see item 6 below, Customer Services Band.

- 5 Credit Hours are all hours in excess of an employee's basic work requirement which an employee elects to work and the supervisor approves so as to vary the length of the workweek or a workday. Credit hours may be used before they are earned. Up to 24 hours may be carried over from one pay period to the next or from one leave year to the next. Any earned credit hours greater than 24 in a pay period will be forfeited if they are not used by the end of the pay period. Up to 24 hours of credit leave have to be paid at the hourly rate when an employee leaves the Agency and cannot transfer them. Therefore, supervisors shall encourage employees to use credit hours already earned prior to separation from Federal service. It may be the policy of the manager/supervisor to require that credit time be used before a leave. Credit hours may be earned and used as little as 15-minute increments.

NOTE: A part-time employee may carry over an amount equal to 1/4 of his/her Schedule.

- 6 Customer Services Band. All ARS work units will schedule employees so customer service (e.g., telephone coverage) are provided 16 hours between 0800-1700, Monday through Friday. Supervisors are encouraged to make arrangements with other work units and to include part-time employees in considering alternatives for providing necessary coverage during the required hours. Since this requirement may restrict the degree of choice an employee may have, supervisors are encouraged to avoid requiring the same work to maintain a schedule throughout the entire year to meet customer service requirements.

NOTE: Electronic answering equipment may be used to provide this service, if there is a commitment that the customer will be contacted the following day.

402.1

E DEFINITIONS (Continued)

- 7 Exempt Employees are covered only by the FEPA. Generally speaking, these are specialist, supervisory, or management employees.
- 8 First-40 Hour Employees are those employees in a professional or support technician position in the physical, mathematical, natural, medical, or social sciences or engineering or architecture for whom the first-40 hours of duty is the basic work requirement. Thus there should be no Schedule filled out for them on the ARS-331. Only a record of their total hours present or absent should be recorded.
- 9 Flexible/Gliding Time is that part of the schedule of working hours during which employees may choose their time of arrival and departure from the work site, within limits, consistent with duties and requirements of the position as set by the supervisor.
- 10 Intermittent Employees are employees who serve without a regularly scheduled tour of duty. Thus, there should be no Schedule filled out for them on the ARS-331. Only a record of their total hours present or absent should be recorded.
- 11 Irregularly Scheduled Overtime is overtime not specific as to the employee, day, hour, and time to be worked or is scheduled later than midnight Saturday of the pay period before it is to be preferred.
- 12 Meal Break. Each 7 hours or more of worked time must include an unpaid break of no less than 30 minutes. This break may not be the first 30 nor the last 30 minutes of the work time.
- 13 Nonexempt Employees are covered by the FLSA and the FEPA. Generally speaking, these are nonmanagement employees in wage grade, clerical, and technical positions.
- 14 Nonstandard Tour of Duty. ARS no longer has nonstandard tours of duty. In ARS, the various options under maxiflex are considered the standard tour. Tours that establish schedules on Saturday, Sunday, or nights, such as various types of shift work, are now standard.

402.1

E DEFINITIONS (Continued)

- 15 Off-Day. Under the ARS maxiflex system, are the days out of the pay period that scheduled by the employee and management non-workdays.
- 16 Overtime is all hours in excess of 8 in or 80 in a pay period which are official ordered in advance by management. Overtime may be earned and used in as 15 as 15-minute increments.
- NOTE: Overtime and consequently compens time delegations are made to Area Direct Staff/Division Directors, or Office Head it is their option whether this authorit be redelegated in writing to subordinate supervisors. (DIRECTIVE 402.3 G)
- 17 Pre/Post Approval are the systems by whi the supervisor authorizes the maxiflex flexibilities. The instrument for pre-approval is usually the SF-71, Appli for Leave form. The instrument for post approval is the supervisor's full signat the PC-TARE printout.
- 18 Regularly Scheduled Overtime is overtime is scheduled in advance of the basic wor requirement. To be regularly scheduled, overtime work must be specific as to the employee, day, hour, and the time to be worked, and must be scheduled no later t midnight Saturday of the period before i to be performed. Overtime which does no all above conditions is defined as irreg or occasional.
- 19 Time Accounting is a system which permit supervisor to have a personal knowledge employees are entitled to their pay. It contains the approved and dated Schedule Time in Pay Status including paid absenc Other Time including unpaid absences, an compensatory and credit hours earned. T manager/supervisor may require that the employee keep track of the beginning and ending time of each day's work.
- NOTE: This information is to be account on a daily basis.
- 20 Tour of Duty is comprised of all hours a days for which core time bands, flexible

402.1

E DEFINITIONS (Continued)

bands, and credit hour periods have been designated. It extends from 12:01 a.m. Sunday morning and ends at midnight on Saturday of the second week of the pay period.

F AUTHORITIES

FEPA Title 5 USC, Chapter 55 and 61
FEPA Title 5 CFR, Part 550 and 610
FLSA Title 5 CFR, Part 551

The legal basis for the maxiflex system is 5 USC 6120 through 6126, 5 CFR 610.405, and 5 CFR 610.408.

The FEPA and FLSA are codified under Subpart D, Chapters 51 through 59, of 5 USC and Parts 530 through 595 of 5 CFR.

G COVERAGE

The requirements described in this DIRECTIVE apply to all ARS employees, except for those sections covered under a negotiated bargaining agreement.

H POLICY

The mission of ARS is our overriding concern, and carrying out our research responsibility is our primary commitment. While the employee may propose the schedule they are to work, there is inherent right of the employee to set whatever schedule he/she needs. Each employee will have adjust his/her schedule to meet the job requirement needs as determined by the supervisor or manager. Due to varied program needs, it is expected that employees will not all be accommodated in the same manner.

I RESPONSIBILITIES

- 1 Each management official directly reporting the Administrator is delegated the authority to establish or disestablish a maxiflex schedule. Each has the authority to redelegate or rescind all or any segment of this schedule to or from any subordinate he supervised.

402.1

I RESPONSIBILITIES (Continued)

2 Subsequent subordinate supervisors, upon redelegation from the management officials in 1 above, have the authority to redelegate or rescind all or any segment of this schedule through the supervisory chain to first line supervisors. Examples of these segments are:

- a The approval or disapproval of the workweek and workday for their employees.
- b The approval or disapproval of the use of credit hours or flexible/gliding time.
- c The approval or disapproval of scheduled off-days.

3 Supervisors will:

- a Approve or disapprove any schedule proposals by signing and dating the Schedule section of the ARS-331. (Supervisors may set the basic work requirement, if they disagree with the employee's proposal, but they may not schedule more than 8 hours a day, 5 days week.)
- b Approve or disapprove applications for any changes in the Schedule, any applications for annual and sick leave, overtime/compensatory time, or any absent during a core time period.
- c Approve or disapprove the use of credit hours or flexible/gliding time to vary the duration of daily working hours, their arrival and departure times or their off-days. This may be done through a system of per--approval or post approval.
- d Assure workdays and workweeks meet the, core time, and the specific coverage for the customer services band.
- e Coordinate and maintain the work schedules of his/her staff--especially ensuring that, when safety and health considerations so dictate, there must be more than one employee present.
- f Approve the Schedule section of the ARS-331 in advance of the pay period by

402.1

I RESPONSIBILITIES (Continued)

signing and dating item 7. The frequency of any subsequent change in Schedule will be set by the supervisor.

NOTE: Supervisors may alter the employee's previously agreed-to Schedule when necessary, but should provide reasonable notification of the change to the employee when it is possible. Supervisors may not schedule more than 8 hours a day or 80 hours in a pay period without paying overtime.

4 Employees will:

- a Propose the total daily hours they will work under the Schedule section of the ARS-331, and submit it to the supervisor.
- b Be required to record their time by showing the total hours for paid attendance and absence under the Time In Pay Status section.
- c Show the total hours for unpaid attendance and absence under the Other Time section.
- d Make sure they stay within the requirements of their unit's coverage of the customer services band and any required core time.
- e Have supervisory approval for overtime, compensatory time, or credit hours.
- f Complete the totals on the ARS-331 and turn it in to the T&A clerk at the end of the pay period.

NOTE: If over three pay periods, the employee has established a different pattern of work than his/her Schedule indicates, the employee must initiate a revised Schedule for the supervisor's approval.

- 5 Timekeepers are responsible for translating this usage of time into the transaction codes which they transmit to the NFC. They must remember to record the credit hours earned as used on the T&A's, otherwise NFC will charge the employee with LWOP.

402.1

J PREMIUM PAY

- 1 If any full-time employee is relieved or prevented from working on a day designated a holiday by Federal statute or Executive Order, such employee is entitled to pay with respect to that day for 8 hours.

For a part-time employee the holiday will be based on the number of hours equal to the number of hours scheduled to work on that day. Even for part-time employees, the holiday may not exceed 8 hours.

If the employee is in pay status for as little as 15 minutes either the workday prior to or subsequent to the holiday, the holiday is considered a day of pay status.

- 2 Night Pay is a 10% differential for only the quarter hours that GS employees are scheduled to work between 1800 and 0600. It is a 7.5% differential for the entire shift for wage grade, wage leaders, and wage supervisors, a majority of whose scheduled hours fall between 1500 and 2400. It is a 10% differential for the entire shift for wage grade, wage leaders and wage supervisors, a majority of whose scheduled hours fall between 2300 and 0800.

Work that is performed at the initiative of the employee between these hours, is not considered night pay.

- 3 Sunday Pay is a 25% pay differential, required for employees whose Schedule includes Sunday. Work performed on Sunday, at the initiative of the employee, is not considered Sunday pay.

K LEAVE

- 1 Time off work during core time is subject to the supervisor's approval. Depending on the approval, it may be made up by working the same amount of regular time, it may be covered by credit hours or compensatory time off, or it may be charged to the appropriate leave category.

- 2 A Day's leave. The maximum amount of leave which an employee may apply to his/her basic work requirement for any given day is the number of hours the employee is scheduled to work on that day.

402.1

K LEAVE (Continued)

- 3 Excused absence, e.g., administrative leave f hazardous weather should be granted based upo the "normal pattern of arrival." The supervisor may decide to set this pattern by the domination of one particular arrival time or by the mathematical average of the employee's arrival time for the previous 2-we period. The latter method should only be use if there is no discernible pattern to the employee's arrival times.
- 4 Administrative leave, e.g., jury duty, witness or court leave. Under maxiflex the definitio of a "day" as spoken to in the law refers to 8 hours. Thus, employees should adjust their schedule so that they are accountable for onl 8 hours of work on days that will be used for such administrative leave.

L TEMPORARY DUTY STATIONS AND TRAVEL

- 1 Temporary duty station - Regardless of the ti zone, as the basic work requirement is the sa for all standard tours of duty, it is expected that the traveler's daily schedule c be fit into that of the temporary duty station
- 2 Travel - It is important to distinguish time i the temporary duty station from transit time. Time at the temporary duty station is treated the same as time at the official duty station. For example, arrival and departure times may l changed and credit hours, compensatory time a overtime may be worked.

During transit time, credit hours cannot be earned/worked. The time in transit is either hours of work or not credited. Thus, it may l either base pay (transaction code 01 time) or overtime/compensatory time (transaction code 21 or 32 time.) Below is a chart that shows the only occasions when transit time is hours of work:

WHEN...	AND IN TRANSIT...	THEN
EXEMPT	during scheduled working hours only	yes
NONEXEMPT	during scheduled working hours	yes
NONEXEMPT	within a day (no overnight rest period) (can be passenger or driver)	yes
NONEXEMPT	during non-work day corresponding hours	yes
NONEXEMPT	while driving (not as a passenger)	yes

402.1

K LEAVE (Continued)

In calculating the hours of work while in travel status, the arrival time at work shall be based on the "normal pattern of arrival" (see K3).

- 3 **Training.** No funds may be used for the payment of premium pay to an exempt employee engaged in training.

The guidance for nonexempt employees is the time spent outside regular working hours is hours of work if:

- a the employee is directed to participate, or
- b the purpose is to bring an employee's performance up to an acceptable level in his/her current position, or
- c the purpose is to provide the knowledge or skills to perform new duties or responsibilities in his/her current position.

Thus, such time under FLSA is hours of work; such time under FEPA is not hours of work. However, since such training is scheduled by management, the hours of work cannot be converted to credit hours and have to be regular time or overtime/compensatory time.

M LABOR MANAGEMENT RELATIONS CONSIDERATIONS

Units having bargaining units must contact the Relations Specialist, Labor and Employee Relations Branch, Personnel Division, before implementing this schedule.



R. D. PLOWMAN
Administrator

Exhibit

- 1 ARS-331 - Time and Attendance Log (Local Reproduction)
- 2 ARS-331 - Time and Attendance Log with frequently used transaction codes

Exhibit

SCHEDULE

1. Employee Name:		2. SSN:		3. Year:		4. Pay Period:		5. Balances Brought Forward (optional):	
Sun		Mon		Tue		Wed		Thu	
Fri		Sat		Sun		Mon		Tue	
Wed		Thu		Fri		Sat		Sun	
6. Scheduled Hours		7. Christianization Approval Date		8. Christianization Date		9. Christianization Date		10. Christianization Date	

TIME IN PAY STATUS

9. Accounting Description	8. Time in Pay Status (Hours) Including Paid Absences							10. Inspection			11. Total Pts	
	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	12. Total Pts	13. Total Pts
Total Time with Pay												

OTHER TIME

12. Other Time (Hours)												

REMARKS:

I request comp time in lieu of overtime:

Employee Initials _____ Supervisor Initials _____

AMS-331 (1/19/4)

Exhibit 1

INSTRUCTIONS FOR COMPLETING SCHEDULE 4, HOURS WORKED

- ITEM 1-3: Self-representative.
- ITEM 4: Enter pay period number and date.
- ITEM 5: Employee brought forward (for optional use by employee).
- ITEM 6: Employee's hours scheduled each day. For OS employees scheduled between 8am-8pm, hours between 8am-8pm must be entered first, then hours between 8pm-8am, followed by "N". For WG employees for whom a majority of their scheduled hours fall between 8pm and midnight, the hours scheduled must be entered followed by "N1". For WG employees for whom a majority of their scheduled hours fall between 8pm and midnight, the hours scheduled must be entered followed by "N2".
- ITEM 7: Supervisor approval of schedule and total hours scheduled each week.
- ITEM 8: The employee will enter company used description prior to handling out time.
- ITEM 9: At end of each day, employee will enter the appropriate number of hours for each applicable code.
- ITEM 10: For timekeeper use only.
- ITEM 11: Enter date for each code for Week 1 and Week 2.
- ITEM 12: At end of each day, enter the appropriate number of hours for each applicable code.

GENERAL RULES FOR USE OF PREFIXES & SUFFIXES

- Refer to timekeeper's copy of IFC's PPHM, Ch 21, dated 01/31, pages 23-24.
- Prefix
 - "0" Use a "0" for all Wage Grade (WGL) employees on an incremental differential
 - "8" Will be used with TC49 for all employees eligible for Danger Pay.
 - "81" Will be used with TC88 for all employees receiving move off awards.
 - "77" Will be used with TC32 for all employees eligible for religious, compensatory time, etc.
- Suffix
 - "1"-"4" Will be used for all WG employees.
 - "3"-"6" Will be used for General Schedule (GS) employees eligible as union representatives and for paid absences of OS employees entitled to night, Sunday or night and Sunday differentials.
 - "5"-"7" Will be used, instead of "1"-"4", for WG employees entitled to Sunday differential.
 - "3" Will be used with TC88 for full time OS employees eligible for time worked on a Sunday holiday.
 - "4" Will be used with TC88 for full time OS employees eligible for Sunday and night differential worked on a Sunday holiday.

TRANSACTION CODES

- 01--Regular Time - Base Rate
- 04--Sunday Differential with Night Differential
- 05--Sunday Differential with Night Differential
- 11--Night Differential
- 12--Compensatory Time Earned with Night Differential
- 13--Night Differential on Sunday Outside Time (Case 11C 271)
- 14--Home Pay Differential
- 17--Commuting Mile of Government Auto
- 19--Overtime Over 8 Hours Per Pay Week/ 40 Hour Week
- 21--Overtime Under 8 Hours Per Pay Week
- 22--Overtime Under 8 Hours Per Pay Week
- 23--Overtime Travel Under This Y
- 24--Overtime In Excess of 40 Hours Per Week With Night Differential
- 25--Overtime Over 8 Hours Per Day Within 40 Hour Week With Night Differential
- 29--Credit Leave Earned
- 30--Holiday Work
- 31--Holiday Work
- 32--Compensatory Time Earned in Lieu of Overtime at the Premium Rate
- 33--Regular Time - 8000 Term Negotiations on Responder Negotiations
- 38--Regular Time - 8000 Term Negotiations
- 39--Regular Time - On-going Labor/Management Relationship
- 38--Regular Time - Grievances and Appeals
- 40--Home Leave Earned
- 46--Death Cost of Living Allowance
- 48--Death Penalty Post Differential
- 47--Disciplinary Cost of Living Allowance
- 48--Disciplinary Foreign Post Differential
- 49--Rendezvous Work/Allowance/Outsiders Allowance
- 50--Credit Leave Taken
- 50--Compensatory Time Used - Religious Observance
- 51--Annual Leave Taken
- 52--Sick Leave Taken
- 53--Retained Annual Leave
- 54--Compensatory Time Used
- 55--Military Leave - Regular
- 56--Other Leave Taken
- 57--GWCP Military Leave
- 58--Military Leave - Emergency
- 59--Home Leave
- 21--Leave Without Pay (LWOP)
- 22--Absence Without Pay (AWOL)
- 33--Suspension
- 74--Furlough
- 78--Compensatory Deduction
- 89--Impact Fund Deduction
- 91--Career/Retirement Deduction
- 92--Mile Deduction