

**1993  
LABOR  
AGREEMENT**

***Between***

***Agricultural Research Service  
USDA  
and  
Local 3748  
American Federation of  
Government Employees***

***for Northern Plains and Midwest Areas***

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## PREAMBLE

The United States Department of Agriculture, Agricultural Research Service, (ARS), and the American Federation of Government Employees, Local No. 3748, (Union), agree that the well-being of employees and efficient administration of the Government are benefitted by the statutory protection of the right of employees to organize, bargain collectively and participate through a labor organization of their choosing, 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, the articles and provisions which are set forth herein constitute an agreement between ARS and the Union which will apply to the following locations in the Northern Plains Area: Fargo, Mandan, and Grand Forks, North Dakota and Brookings, South Dakota; and to the following locations in the Midwest Area: St. Paul, East Grand Forks, Morris, Minnesota and Madison, Wisconsin.

References in this Agreement to Areas shall be interpreted to mean only these named locations. ARS and the Union are referred to as the Parties to the Agreement.

## **ARTICLE 1**      RECOGNITION AND UNIT DETERMINATION

### Section 1. Authority

This Agreement is made under the authority contained in Chapter 71 of Title 5 of the United States Code and a Certificate of Consolidation of Units, dated August 13, 1985, as further interpreted in the Decision and Order on Petition for Representative Status, on August 6, 1990, from Leroy L. Bradwish, Director, Region 5, Federal Labor Relations Authority, certifying Local 3748, American Federation of Government Employees.

### Section 2. Right to Representation

ARS recognizes the Union as the exclusive representative for all eligible employees within the unit. The representation unit includes all nonprofessional employees of the Northern Plains Area at the following locations: Fargo, ND; Mandan, ND; Grand Forks, ND; and Brookings, SD, and all nonprofessional employees of the Midwest area at the following locations: St. Paul, MN; East Grand Forks, MN; Morris, MN; and Madison, WI, plus all of the professional employees at the Grand Forks, ND, location,

Agricultural Research Service, USDA. Excluded from the unit are all professional employees except at Grand Forks, ND, management officials, supervisors and other employees described in 5 U.S.C. 7112(b).

## **ARTICLE 2**     RIGHTS AND OBLIGATIONS OF ARS

### Section 1. Recognition of Management Rights

The Union recognizes the rights of ARS and agrees to demonstrate an affirmative willingness to deal with the appropriate management representatives on matters involving the administration of this Agreement.

### Section 2. Meetings with Employees

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 5 U.S. C. 7114(a)(2).

### Section 3. Location Contacts

ARS will designate a labor relations contact for each location. The Union will be informed of the names of these contacts in writing. Location labor relations contacts, or in their absence, their designees, will be the primary officials with whom the Union will communicate on individual location issues.

## **ARTICLE 3**     RIGHTS AND OBLIGATIONS OF THE UNION

### Section 1. Exclusive Representative

In accordance with 5 U.S.C. 7114(a)(1), "A labor organization which has been accorded exclusive recognition is the exclusive representative of the employees in the unit it represents and is entitled to act for, and negotiate collective bargaining agreements covering all employees in the unit. An exclusive representative is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership."

Section 2. Representation at Meetings (Weingarten)

As provided in 5 U.S.C. 7114(a)(2), "An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at:

- A. any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment; or
- B. 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 3. Union Officials

The Union will provide to ARS a current list of all officers, stewards and representatives of the Union. It is expected that stewards will normally represent unit employees at their respective locations. ARS will recognize the officers, stewards and other representatives of the Union.

Section 4. National and District Union Officials

In addition to the officers, stewards, and unit members of Local 3748, ARS agrees to recognize the national and district officers of the American Federation of Government Employees. Union national and district representatives will be provided access to all unit locations for representational duties in accordance with the rules and regulations pertaining to each location.

Section 5. Official Time

Union representatives who are unit employees will be allowed a reasonable amount of official time, when they would otherwise be in a duty status, to perform representational activities. Representational activities are:

- A. attendance at meetings or communication with management concerning personnel policies and practices, working conditions, grievances, ULP's, and negotiations;
- B. receiving potential employee grievances or appeals, making

appropriate inquiries, organizing information, and presenting grievances or appeals to management;

- C. responding to employee inquiries regarding this Agreement;
- D. preparing and presenting third party submissions.

Section 6. Official Time To Observe

A Union representative acting as an observer under the provision of 5 U.S.C. §7114(a)(2) will be on official time if otherwise in a duty status.

Section 7. Procedures For Using Official Time

In performing representational activities, the following conditions will apply:

- A. Each designated Union representative will obtain the permission of their supervisor prior to leaving the work site to perform any representational activity and will notify their supervisor upon their return or when representational activities are concluded.
- B. The supervisor will release the designated Union representative from duty within a reasonable period of time, except in an emergency situation or where there would be undue interruption of work.
- C. The designated Union representative will advise the supervisor of the employee to be represented upon their arrival and will advise the supervisor of their departure.
- D. The supervisor will make the employee available to the designated Union representative, except in emergency situations or when there would be undue interruption of work. Management may request the designated Union representative to conduct business at a more appropriate time.

Section 8. Recording Use of Official Time, Telephone Calls

- A. Each unit employee who participates in labor relations activities will ensure that the time spent in these activities will be accurately reflected on their time and attendance reports.
- B. Subject to workload requirements, the Union President and the Chief Steward may accept incoming telephone calls concerning labor management matters without obtaining prior approval of their supervisor or any other management official. The Union official will initially estimate the

anticipated length of the call. If the official has a reasonable basis for expecting the call to exceed ten minutes, they will suspend the conversation until the Union official requests and obtains approval from the immediate supervisor. However, in emergency situations where there is a need for immediate action on the part of the Union official and only when the supervisor is not immediately available after a reasonable attempt to contact them, the Union official may respond to the call prior to receiving supervisory approval. These Union officials will reflect official time used on their time sheets. However, calls of less than five minutes duration need not be documented unless more than ten minutes in one hour are used for this purpose.

Section 9. Membership Drives

The Union will be permitted to conduct one (1) membership drive a year at each unit location. This activity will take place before or after duty hours or during lunch periods. Request for the use of location facilities will be made to the location management labor relations contact.

Section 10. New Employees

The location will provide adequate advance notice to the Union when new unit employees are scheduled for orientation. Once the orientation has been completed, the Union representative will be introduced to the group of new employees. Union representatives who are ARS employees may have a total of 15 minutes on each occasion to address the group concerning labor management matters.

Section 11. New Directives

*Sydney  
Chang*  
ARS will provide the Union with a copy of all newly issued or modified ARS directives on personnel administration subjects. Simultaneously, ARS will also provide the Union with copies of all ARS directives which are being replaced or modified by the new or modified directive.

Section 12. Training for Union Officials

Workload permitting, Union representatives will be allowed official leave during each year of this Agreement to attend training of mutual benefit to the parties. The total amount of official leave granted for each year will not exceed eighty (80) hours. Requests for official leave will be in writing and will be accompanied by a copy of the agenda for the training. Such requests will be presented to the supervisor at least fifteen (15) calendar days prior to the beginning of the training.

Section 13. Training In Collective Bargaining

ARS has determined that collective bargaining skills may be included by the Union as all or part of the training that the Union provides to its designated representatives. Therefore, subject to workload requirements, supervisors are authorized to approve official time to attend such training, not to exceed the total amount of hours provided elsewhere in this agreement.

Section 14. General Distribution of Materials

*E-mail*  
Union officials and stewards may distribute information for representational purposes during employee breaks and lunch times. They shall be considered performing official duties and shall be entitled to a break of equal time.

Section 15. Contracts for New Employees

ARS will give each new unit employee a copy of the negotiated agreement at the time it provides them with the package of orientation material.

Section 16. Travel

- A. Union representatives who are unit employees will be allowed a reasonable amount of travel and per diem in conjunction with official time to perform representational activities described in Article 3, Section 5.
- B. Management will be apprised of the request for travel as far in advance as possible. Prior to the travel, the designated union representative will request in writing approval for travel and per diem expenses from the immediate supervisor and the Research Leader and/or Lab Director. The written request will include the name of the employee(s) to be visited, the site, the nature of the visit, the expected departure/arrival/return times and dates, and the types of expenses expected to be incurred (e.g., mode of transportation, lodging costs, etc.).
- C. The immediate supervisor, the Research Leader and/or Lab Director will approve or disapprove the requests as soon as possible. When considering expenses, management may, for example, require the union representative to modify the mode of transportation or duration of the travel.
- D. Management at the union representative's location will advise management at the employee's location of the details of the proposed visit.
- E. The supervisor will make the employee available to the designated union representative, except in emergency

situations or when there would be undue interruption of the work. Management may request the designated union representative to conduct the business at a more appropriate time.

Section 17. Conference Calls

The Union will be permitted to use ARS telephones for conference calls for up to one hour per week to discuss labor management matters among ARS employees who are Union representatives and/or officials.

**ARTICLE 4**      RIGHTS OF EMPLOYEES

Section 1. Participation In Union Activities

As provided by 5 U.S.C. §7102, "Each employee shall 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 shall be protected in the exercise of such right. Except as otherwise provided under this chapter, such right includes the right --

- A.    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 the heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and
- B.    to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter."

Section 2. Entitlement To Representation

Each unit employee is entitled to a Union representative in those matters which are covered by 5 U.S.C. §7114(a)(2). (See Article 3, Section 2, Rights and Obligations of the Union).

Section 3. Leave The Work Place To Meet with Union Representatives

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

Section 4. Reviewing Records

Each unit employee or their authorized representative will be granted official time, if otherwise in a duty status, to look at the employee's Official Personnel Folder, Employee Record Card, and the Employee Performance Folder.

Section 5. Official Time To Confer with Union Representatives

Unit employees will be granted reasonable official time, if otherwise in a duty status, to confer with designated union representatives concerning personnel practices, working conditions, or grievances.

Section 6. Discussions With Supervisors and Management Officials

Discussions between management officials and unit employees concerning matters of individual misconduct or of a personal nature will be held in private. Both management officials and unit employees are strongly encouraged to maintain professional conduct at all times when dealing with each other. In accordance with this agreement, unit employees shall have the right to union representation upon request, if there is a reasonable basis for believing that they would be subject to disciplinary action as a result of information requested by the management official during the meeting.

**ARTICLE 5**      UNION DUES ALLOTMENT

Allotment of union dues through payroll deduction for members of the bargaining unit shall be processed in accordance with procedures set forth in the current Memorandum of Understanding between the U.S. Department of Agriculture and the National Office of the American Federation of Government Employees, AFL-CIO.

**ARTICLE 6**      NEGOTIATIONS AND DISCUSSIONS

Section 1. Changes in Working Conditions

- A. The establishment of new conditions of employment or changes to established conditions of employment that are not in conflict with the provisions of this Agreement and that are within the provisions of the Labor-Management Relations Statute will be accomplished within the framework of this Article.
- B. The Area management labor relations contacts for Northern Plains and Midwest and the Union President will communicate

with each other as the need arises to discuss matters of mutual concern. Issues that are likely to affect the entire bargaining unit should be raised by the Union President with the designated Labor Relations Specialist in Greenbelt, Maryland. The parties reserve the right to change their designees at any time.

## Section 2. Midterm Negotiations

ARS will follow the procedures of this section prior to implementing any proposed changes to established personnel policies and practices and other matters affecting the working conditions of employees in the unit, including past practices that are not enumerated in the Agreement.

- A. The Union will be advised in writing of proposed new, or changes to, established personnel policies and practices. Notices will include a specific ARS official to contact for this matter.
- B. Within ten (10) calendar days of its receipt of the notice, the Union will be given the opportunity to request a discussion of the proposal with the designated ARS official. The discussion will take place as soon as possible. Union representatives will be on official time during such discussions and may make written or oral comments, suggestions, or alternate proposals.
- C. If differences of opinion remain after good-faith discussion of the issue, within twenty-one (21) calendar days of the discussion, the President may request, in writing, negotiations which shall take place within thirty (30) calendar days of the request for negotiation, over the proposed changes. Implementation will be delayed until agreement is reached or any proposals not agreed to by the parties have been decided by the Federal Service Impasses Panel (FSIP). If implementation occurs it will be in accordance with the agreement or the FSIP.

## Section 3. Changes to ARS Directives

\* If ARS proposes changes in its directives which directly affect negotiable matters, it will notify the Union and consider any comments provided by the Union in a timely manner.

## Section 4. Relationship Between Contract and Regulations

In accordance with 5 U.S.C. §7116(a)(7), "it shall be an unfair labor practice for any agency to enforce any rule or regulation (other than a rule or regulation implementing section 2302 of this title) which is in conflict with any applicable collective bargaining agreement if the agreement was in effect before the

date the rule or regulation was prescribed."

#### Section 5. Using Official Time and Resources

Union representatives will be allowed a reasonable amount of official time during normal business hours and the use of designated computers, printers, fax machines, and copy machines during normal business hours, when available, for representational duties, joint labor management activities, and to prepare proposals for contract negotiations, implementation and impact bargaining, supplemental bargaining, or any other bargaining relating to this agreement including mediation and third party submissions. However, priority shall be given to mission related needs.

### **ARTICLE 7**    LABOR-MANAGEMENT RELATIONS COMMITTEE

#### Section 1. Composition

At the Union's or ARS's request, a joint Labor-Management Relations Committee (LMRC) will be established at each location with union members. The Committee will include not more than three (3) location employees appointed by each party. Each party will notify the other in writing of the members who are appointed to the Committee and of any subsequent changes.

#### Section 2. Meetings

The Labor-Management Relations Committee will meet once a month or more often if the need arises. Meetings will be conducted during normal business hours. If otherwise in a duty status, Union representatives will be on official time. Minutes of the meetings will be kept by the Location, and a copy will be provided to the Union for review for accuracy before the minutes are distributed.

#### Section 3. Topics

The Labor-Management Relations Committee will discuss and attempt to resolve all matters of mutual concern, including personnel policies, practices, and general working conditions which affect unit employees at that location. Grievances will not be handled by the Labor-Management Relations Committee.

#### Section 4. Other Committees

The Union may appoint one (1) qualified unit employee to represent the Union on each current or newly established Location committee that affects unit employees and does not involve the

udget, mission, organization, or internal management of the

Location. If otherwise in a duty status, Union appointed employees in the bargaining unit who serve on committees will be on official time.

Section 5. Purpose

The Labor-Management Relations Committee shall have as its purpose, and shall give consideration to, such matters as the interpretation and application of this Agreement; the interpretation and applicability of rules, regulations, and policies; the correction of conditions causing grievances and misunderstandings; the encouragement of good human relations in employer-employee relationships; the promotion of job-related education and training; the improvement of working conditions including safety matters; and the strengthening of morale, etc. It is agreed that individual employee grievances will not be considered at such meetings. However, the Committee shall not be limited to the above-listed matters.

**ARTICLE 8**      UNION USE OF FACILITIES AND SERVICES

Section 1. Space for Union meetings

At locations with suitable ARS facilities, subject to workload requirements and availability, ARS will provide space for Union meetings, subject to the following conditions:

- A. Meetings will be held only during those times when all attendees are in non-duty status.
- B. The meetings will not conflict with any other ARS official business, including the use of other ARS facilities.
- C. Requests for the use of official facilities will be made at least one (1) work day prior to the date of the meeting and will be directed to the location management labor relations contact.
- D. The Union will leave the facilities in an orderly condition.

Section 2. Bulletin Boards

Three (3) bulletin boards at Fargo, two (2) at Mandan, one (1) at Brookings, two (2) at Grand Forks, and space at other bargaining unit locations will be provided for the use of the Union for the display of Union literature, notices, and information of

interest. The bulletin boards will not measure less than 24" by

18". The Union will maintain the appearance of the bulletin boards. The Union representative may authorize the posting of material by initialing the documents.

### Section 3. Union Offices

A. ARS will provide the union with a locking 2-drawer file cabinet plus a telephone with an answering machine at each location where there is a designated Union representative. This same equipment will also be provided for the Union President and Chief Steward. If practicable, this office equipment will be located in close proximity to the work sites of the Union representatives. Upon request, office space will be provided for the Union President and Chief Steward if they do not already occupy private office space. In no event shall there be more than one Union office at any location.

B. Use of equipment - Cross reference Article 6, section 5.

### Section 4. Distribution of Agreement

A copy of this Agreement will be furnished to each unit employee. Upon request, not more than one hundred (100) additional copies will be furnished to the Union for its use. The cost of reproducing the Agreement will be assumed by ARS.

### Section 5. List of Unit Employees

At the request of the Union President, each year the Union will be furnished a list of all current unit employees, by location, including their names, grades, position titles, classification series and organizational unit.

### Section 6. Reviewing Personnel Regulations

Personnel regulations are available for review by employees and Union representatives at each location. Employees will be afforded a reasonable amount of official time for reviewing such regulations.

### Section 7. Use of Telephones

A. Union representatives may use telephone systems including the Federal Telecommunications System (FTS) and commercial long distance to perform contract administration and authorized representational activities.

B. Bargaining Unit employees may use ARS phones for long

distance calls to a Union representative when the local representative is not available. Such use shall be limited to labor management business.

Section 8. Right to Receive Correspondence

Management in a timely manner, will distribute all correspondence and information that is addressed to all employees.

Section 9. Internal Mail

ARS will distribute union mail for representational purposes within each location's internal mail system where ARS controls the distribution of the mail.

- A. All unit employees will be provided with an individual mail slot.
- B. The Union at each location may use the location internal mail system.

**ARTICLE 9**      COLLATERAL ACTIVITIES

Section 1. Charities

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. Organizations

Employees are encouraged to join and participate in professional and civic organizations as appropriate. The voluntary nature of membership in such organizations is recognized.

Section 3. Voting

The parties agree to mutually encourage employees to exercise their right to register and vote in elections.

Section 4. Administrative Leave For Collateral Activities

Employees may be granted administrative leave to participate in emergency rescue or emergency protective work in a civilian capacity during official working hours. Emergency situations include, but are not limited to, extreme weather conditions, civil disturbances, or disasters such as fire, flood, or other natural phenomena. Supervisors are responsible for granting such leave, determining that the leave is for an emergency and is in

the interest of the public welfare.

## **ARTICLE 10 LEAVE**

### **Section 1. Planning**

Employees should plan their annual leave as far in advance as possible. Such annual leave will be approved by the supervisor consistent with staffing and workload requirements.

### **Section 2. Vacations**

ARS agrees to allow each unit employee an annual vacation period of at least two (2) consecutive weeks provided sufficient accrued annual leave is available and provided that such a period of leave is requested far enough in advance to permit necessary arrangements of schedules for the continuation of the work. This section does not prohibit the granting of longer periods of leave.

### **Section 3. Conflicts**

When the supervisor approves annual leave via an advance leave schedule, employees who cannot be spared from duty at the same time shall attempt to resolve any conflict in leave scheduling by mutual agreement. If the employees cannot resolve the conflict themselves, the employee having the earliest service computation date shall be given the preference. Where a conflict recurs, the preference shall be given on a rotating basis.

### **Section 4. Unforeseen Need**

Supervisors will make reasonable efforts to allow employees annual leave due to sudden and unforeseen circumstances.

### **Section 5. Documenting Sick Leave**

Sick-leave absences of more than three (3) consecutive workdays will normally be supported by a physician's statement. However, where the supervisor has knowledge that the sick leave absence of more than three (3) consecutive workdays is for legitimate cause, a Standard Form 71 without medical certification but with the employee's written justification will be considered administratively-acceptable evidence. The supervisor can request a physician's statement or other administratively-acceptable evidence at any time when there is good reason to believe an employee is abusing sick leave.

Section 6. Requesting Approval for Sick Leave

Each unit employee will request approval of sick leave as soon as possible on the first day of absence by notifying the supervisor of the illness and its expected duration. The supervisor will inform the employee at this time if subsequent requests are necessary.

Section 7. Parental Leave

If permissible by law and/or regulation, when a unit employee requests parental leave, he/she may request the use of available leave, including sick leave, advance sick leave, annual leave, and leave without pay. A unit employee may request annual leave, sick leave, or leave without pay for the purpose of aiding, assisting or caring for an incapacitated spouse or caring for children. If the request for leave for these purposes is in writing, the denial of leave will be in writing and list reasons for the denial.

Section 8. Leave for Training

Refer to Article 14, Section 11 for guidance in how to request leave for training.

**ARTICLE 11** HAZARDOUS WEATHER

Section 1. Location Plans

The dismissal of unit employees during hazardous weather situations will normally follow the existing location hazardous weather plans. Changes in the hazardous weather plans will not be made without first giving the Union an opportunity to provide input and to request negotiations.

Section 2. Fair Treatment of Employees

Management will implement the approved location hazardous weather plan and current Directive 402.9 in a manner that treats all employees fairly and equitably and ensures that safety is of prime concern.

Section 3. When An Employee Cannot Report For Duty

When a bargaining unit employee is unable to report for duty because of hazardous weather, the procedures outlined in the Agency Directive 402.9, dated 2/4/91 on hazardous weather will be followed in determining whether or not the employee will be excused from duty. Reasonable requests for official leave in hazardous weather situations will be approved by the supervisor.

#### Section 4. Denials

Upon request, employees who are denied hazardous weather leave will be given written justification for the denial by the supervisor.

#### Section 5. Criteria For Granting Leave

When granting official leave during the time a location is open, whether for the maximum 2 hours or extended absence, the following criteria must be met:

- A. The emergency situation giving rise to the request is general rather than personal in scope and impact.
- B. That reasonable efforts were made and available alternatives were explored by the employee. Included in the decision should be the distance between the employee's principal residence and the place of work, mode of transportation, success other employees similarly situated had in reporting to work, and other relevant factors.
- C. The weather or emergency condition was responsible for the unavoidable and necessary delay.

#### Section 6. Travel Restrictions

When local authorities such as the Highway Patrol or Highway Department issue announcements advising no travel in the area of the employee's residence and/or the work location, the employee will not be expected to make dangerous attempts, which could endanger their safety, to get to work. Supervisors will be lenient in granting leave under these conditions.

#### Section 7. Essential Employees

In the event of hazardous weather essential employees will not be expected to endanger their health or their safety by making dangerous attempts to reach the work site.

#### Section 8. Distribution of Plans

A copy of the Location Hazardous Weather Plan will be distributed in its entirety to each employee at each location annually.

## ARTICLE 12

## WORK SCHEDULES

### Section 1. Relationship to ARS Directive

The use of maxiflex will follow ARS Directive 402.2, 9-28-90. Any exceptions contained in the Agreement will take precedence over the Directive. ARS will insure that maxiflex will be implemented in a consistent manner at all locations in the unit of representation.

### Section 2. Daily Variations

Unit employees will have the option to work on a maxiflex schedule, subject to workload requirements. The flexitime or gliding time is that part of the maxiflex schedule of working hours during which employees may vary their time of arrival and departure from their work site on a daily basis without prior notification to the supervisor, within limits consistent with the duties and requirements of the position.

### Section 3. Resolving Disagreements

In the event that a unit employee and the supervisor disagree over the employee's hours of work, breaks, overtime, or use of maxiflex, the employee may request a meeting with the next level supervisor. This meeting will be held on a timely basis and a union representative will be present. The purpose of this meeting is to attempt to resolve any differences of opinion regarding the employee's hours of work, breaks, overtime, or use of maxiflex. If the dispute cannot be settled at this level, the employee may request a meeting with another level of supervision up to and including the Area Director. This procedure will not negate an employee's right to file a grievance.

### Section 4. Positions Excluded or Restricted

Any bargaining unit positions completely excluded from, or partially restricted in, the use of maxiflex because of work requirements must be specifically identified by the job title, series, and work unit. ARS will provide affected employees a statement giving the reason for the exclusion. A copy of the exclusion statement will be given to the Union. However, temporary exclusions of two weeks or less which are not consecutive shall not result in a need for such statements.

### Section 5. Alterations

Upon request a unit employee will be given written justification when the supervisor alters the employee's established basic work requirement (work schedule) or when the supervisor denies an

employee's request for an alteration.

#### Section 6. Absences

An absence during core or flexible time may be made up during other flexible time bands within the same biweekly pay period. If the time is not made up within the period of 6 AM to 6 PM Monday - Friday during the same biweekly pay period, accrued leave, compensatory time or credit hours must be used. If no such leave or credit hours are available, then LWOP will be used.

#### Section 7. Core Time Deviation

The approval of Core Time Deviation (CTD) for one employee must not result in a forced schedule change for another employee. The approval of CTD will be applied fairly to all employees. Upon request, the denial of a CTD request will be in writing and list the reasons for the denial.

#### Section 8. Master Schedules

- A. When declaring a master schedule, the employee need not declare starting and stopping times, only the total number of hours to be worked each day. Subject to circumstances beyond their control, employees must submit in writing their master schedule not later than the close of business on the Wednesday before the beginning of the next pay period.
- B. Arrival and departure times will be recorded at five (5) minute intervals. Minimum units of work or leave shall be fifteen (15) minutes.

#### Section 9. Recording Time and Attendance

- A. The time and attendance work sheet used by unit employees will be consistent with this Article.
- B. ARS will give serious consideration to recommending for awards, employees who develop improved forms.

#### Section 10. Calling Back Employees to the Work Site

Call back overtime rules apply under maxiflex. When an employee is called back to the work site, they must be reimbursed for a minimum of 2 hours of work through overtime, comptime, or credit hours.

#### Section 11. Voluntary Nature of Credit Hours

Supervisor will not pressure employees to accept compensatory time or credit hours in lieu of overtime pay.

## Section 12. Forfeiting Credit Hours

The Parties recognize that the law requires employees to forfeit credit hours above the twenty-four (24) hours they are allowed to carry over from one pay period to the next; therefore, to avoid forfeiture of credit hours, the employee and the supervisor are strongly encouraged to work together when planning work schedules.

## Section 13. Frequency of Changes

Employees on maxiflex may change their master schedules every pay period.

## Section 14. Basic Work Requirement

Whenever possible, the basic work requirement will be Monday through Friday, and the two days off per week will be consecutive and preferably on Saturday and Sunday.

## Section 15. Conflicts and Restrictions

- A. The supervisor will insure that the scheduling of master schedules is fair and equitable for the employees that they supervise. Scheduling conflicts will be resolved by changing schedules on a rotating basis not less often than quarterly, starting with the senior-most employee.
- B. Supervisors retain the authority to restrict individual schedules for business reasons and to accomplish the research in an effective, efficient manner.

## Section 16. Training

A training session on the use of maxiflex will be offered to all unit employees prior to implementation of the system.

## Section 17. Rest Breaks

Unit employees generally will be allowed one (1) 15-minute rest period during both the morning and the afternoon work hours.

# **ARTICLE 13      EQUAL EMPLOYMENT OPPORTUNITY**

## Section 1. Applicable Statute

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 conditions, and with proper regard for their privacy and constitutional rights."

Section 2. No Harassment

Each unit employee will be allowed to work in an environment which is free from unsolicited and unwelcome sexual overtures. Sexual harassment consists of deliberate or repeated unsolicited verbal comments, gestures, or physical contact of a sexual nature which are unwelcome.

Section 3. Investigating Complaints

ARS will examine complaints of sexual harassment promptly and impartially and will ensure that employees receive a fair investigation with no retaliation taken against the complainant. If the complaint is substantiated, immediate action will be taken to eliminate the sexual harassment.

Section 4. Affirmative Action

In connection with efforts to improve the utilization and representation of minorities, women, and people with handicapping conditions, the parties will cooperate to encourage:

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

Section 5. Counsellors

The Union may nominate employees to serve as EEO counsellors or in Area level EEO-related positions. Nominations which are submitted to the Area will be given appropriate consideration and will be forwarded when the appointments are made above the Area level.

Section 6. Reports

The Union President will be provided with a copy of any ARS statistical EEO report including Location and/or Area official EEO plans or programs which are provided to location leaders and/or Area Directors. This does not include the release of EEO information on individual unit employees or internal management communications.

Section 7. How To Reach EEO Contacts

\* posters outdated  
Some Progs with current

Names and phone numbers of ARS EEO contacts will be listed in each Location directory, posted on a bulletin board at each Location, and will be updated within ten (10) days of notification of a change in personnel.

Section 8. EEO Advisory Committees

EEO Advisory Committees will be established in each of the Areas where AFGE Local #3748 has representation. Where a committee already exists, the Union will appoint two (2) bargaining unit employees to serve on the committee. If no current committee exists, a committee will be established, consisting of three (3) members appointed by Management and three (3) appointed by the Union. The committee will meet once a year at a mutually agreeable location. All union representatives appointed to the committee will be on official time and will be offered travel and per diem if the meeting is held at a location other than their own duty station.

Section 9 - Attending EEO Programs

Employees may be granted administrative leave to prepare for, attend, or participate in ARS or ARS-sponsored programs and functions pertaining to EEO. If the supervisor denies any such request, the employee may request the highest-level supervisor at the Location to review the denial. Notwithstanding this provision, any denial may be grieved.

**ARTICLE 14      TRAINING**

Section 1. Importance

The parties acknowledge the importance of training and employee development to the mission of ARS and to the morale and well-being of the employees. Therefore, ARS agrees to consider the desires of employees and the benefit to the Government while encouraging employee training.

Section 2. Amount to Be Provided

Subject to budgetary and workload constraints, ARS will provide unit employees with appropriate job-related training to perform their duties in a safe and efficient manner.

Section 3. Conferences, etc.

ARS will attempt to provide opportunities for professional and technical development and advancement. Workload and funds

permitting, technical support personnel will be encouraged to participate in work-related technical conferences, workshops and seminars.

#### Section 4. Adjusting Work Schedules

ARS will make every effort to approve unit employees' requests for adjusted schedules to allow the employee to attend formal non-work-related courses. The work must still be accomplished on a timely basis where adjusted work schedules are approved for this purpose.

#### Section 5. Getting Information About Training

Employees who desire information regarding training opportunities should first consult with their supervisors. If additional assistance is required, the employee may seek it from their Location Leader or the Location Administrative Officer.

#### Section 6. Authorship of Publications

Any unit employee who is interested in knowing whether or not participation in a research effort will result in their being listed as an author of a publication should inquire of their supervisor. The supervisor will provide a timely response to the inquiry, indicating the reasons for the decision. Should the employee be dissatisfied with the supervisor's response, the reasons for the decision will be provided in writing to the employee.

#### Section 7. Union Recommendations

The Union may, at any time, bring to the attention of the appropriate management officials such training needs as it deems necessary for the safe and efficient performance of the duties of unit employees. These officials agree to give serious consideration to recommendations of the Union.

#### Section 8. Nonmanagement Training

Available funds permitting, ARS will consider conducting nonmanagement training for employees when specific training needs have been identified.

#### Section 9. Notice of Training

Copies of all current training course announcements which are received at each Area location will be posted in a prominent place. Upon request, the Union will be provided with an additional copy of these announcements.

Section 10. Training On Labor Agreement

Each unit employee will be provided with approximately two (2) hours of training regarding this Agreement. Such training will be conducted during duty hours and will be considered as part of the employee's assigned duties. Union representatives who are unit employees, if otherwise in a duty status, will receive official time and travel and per diem to travel to and from the training sessions and to participate in the presentation. Only one unit employee may represent the Union at each session while in an official duty status. Others may attend at their own expense and on their own time. A representative from the National Office of AFGE may attend the presentations at unit Locations. The parties will cooperate in establishing mutually acceptable dates and times for training, in notifying unit employees, and in explaining the Contract during the sessions.

This training will be conducted once during the life of this Agreement, within six (6) months of the effective date of this contract.

Section 11. Training Not Directly Related To Duties

The following provisions shall apply to programs or training sessions which may not be directly related to the duties and responsibilities of the position and which are conducted in the respective local commuting areas of the unit locations:

- A. Employees must obtain advance approval from their immediate supervisor to attend such training if the training occurs during scheduled hours of duty.
- B. Supervisors are strongly encouraged to give favorable consideration to such requests, subject to workload and budget.
- C. Programs or training sessions which are covered by this section concern career-related matters, such as EEO, retirement, safety at work, EAP, etc.
- D. Training may be provided by ARS or other governmental or not-for-profit entities.
- E. There is no obligation on the part of ARS to seek out all such programs offered in the Location commuting areas. For training which is sponsored by entities other than the specific ARS Location, only information which is provided to ARS is subject to this provision.
- F. Management will post notices of all such training within a reasonable time after receiving such notice.

G. Employees will be granted official time only if such training occurs during their scheduled duty hours, and the employee has secured advance supervisory approval.

Section 12. Promotion of Technicians and Category III Scientists

ARS will supply the Union with a written policy statement or Directive regarding the promotion of Technicians and Category III Scientists above the GS-09 and 10 levels. Changes to said policy will be conveyed to the Union prior to implementation.

Section 13. Mentors

ARS has determined that employees who are designated as mentors and who have not otherwise been assigned supervisory responsibilities shall not be held accountable for the work performance of the new employee for whom they are mentoring. However, ARS reserves the right to assign supervisory responsibilities to any employee at any time. If ARS exercises this right, it will document such assignments and provide a copy of such documentation to the employee who receives the assignment.

Section 14. Individual Development Plans

All permanent, full-time and part-time ARS employees in the bargaining unit will have, as an integral part of the performance review and career development process, an individual development plan based on the identified knowledges, skills, and abilities required to perform the work up to the maximum promotion potential of the position they presently occupy.

Section 15. On-The-Job Training

To enhance the performance of official duties and as one means of providing developmental experience, employees may request specific on-the-job training to learn new job-related skills. After considering the combined needs of ARS and the employee, the supervisor will make a determination and notify the employee of the determination within a reasonable period of time.

**ARTICLE 15**      PROMOTIONS AND DETAILS

Section 1. Posting Vacancy Announcements

ARS will post all job/vacancy announcements received from any source or generated at bargaining unit locations, under the following conditions:

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has changed  
figure*

All job/vacancy announcements will be posted within the areas of consideration of the announcements.

- B. Such announcements will be posted on appropriate bulletin boards within one (1) workday of the Location's receipt of the announcement. Announcements will normally be posted for two (2) weeks.
- C. If an ARS job announcement is not received in time to permit posting at least five (5) days in advance of the closing date, ARS will, upon the request of the Union or an employee, seek an extension of time to submit an application.
- D. For vacancy announcements pertaining to positions in the bargaining unit, the Chapter Vice President or Location Contact will be provided with a copy of the announcement at the time of the posting.

#### Section 2. Distribution of Announcements

All local announcements will be distributed to, and posted at, locations within the same commuting area (e.g., Grand Forks and East Grand Forks).

#### Section 3. Documenting Details

Any detail longer than thirty (30) calendar days will be documented in writing by the supervisor. A list of significant duties will be included in the documentation. A copy of the documentation will be given to the employee, and a copy will be sent to the Servicing Personnel Office for filing in the employee's Official Personnel Folder. Short details will not be used to avoid temporary promotions.

#### Section 4. Notice of Details To Supervisory Positions

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

#### Section 5. Training For Details

When a bargaining unit employee is detailed to a position at which they have no previous experience, ARS will provide appropriate training in a timely manner, subject to budget and workload requirements.

## ARTICLE 16 PERFORMANCE APPRAISALS

### Section 1. Applicable Directive

In administering the performance appraisal system for bargaining unit employees, the Areas will follow policies and procedures established in Agency Directive 418.3, dated 5/21/92 with the exceptions agreed to in the article.

### Section 2. Establishing and Applying Performance Plans

- A. Supervisors will encourage the incumbent employee to participate in the establishment of performance standards for their position.
- B. The application of performance standards and the determination of acceptable level of competence will both be made in a fair, objective, job-related and measurable manner. When the employee is evaluated, ARS has determined that factors beyond the control of the employee will be taken into consideration. The employee will not be rated on union representational activities.

### Section 3. Meeting At Beginning Of Cycle

The immediate supervisor and the employee will meet to discuss any changes in the performance elements or standards prior to implementation. At this time they may discuss opportunities for the employee to obtain the knowledges and skills necessary to attain the known promotion potential of the position. The supervisor and the employee will establish an Individual Development Plan (IDP) to help the employee better perform required ARS duties and progress toward job-related individual career goals.

### Section 4. Critical Elements

The critical element(s) identified for an employee's position will normally be reflected in an adequately described position description. The parties are reminded that the law requires that the critical element(s) should cover the major duties and responsibilities of the position.

### Section 5. 3 Levels of Standards

ARS has determined that performance standards will be defined at three levels: exceeds fully successful; meets fully successful; and does not meet fully successful.

7  
go to one system  
if possible  
26

Section 6. Minimum Performance Period

The minimum appraisal period will be ninety (90) days.

Section 7. Resolving Disagreements

- A. In the event that a unit employee and the supervisor disagree over the employee's performance elements or standards, or if they disagree over the performance appraisal, the employee may request a meeting with the next level supervisor. This meeting will be held on a timely basis, and upon the request of the unit employee, a Union representative may be present. The purpose of the meeting is to attempt to resolve any differences of opinion regarding the content of the employee's performance elements or standards or performance appraisal.
- B. If the parties cannot agree, the employee may omit the informal stage and file a formal grievance over the performance appraisal or the procedures used to establish the elements or standards. The substance of the elements or standards cannot be grieved.

Section 8. Progress Review

A progress review will be held in the middle of the appraisal period or more frequently if appropriate. If the employee is informed at this time that their performance in any performance element "does not meet" the fully successful level, another progress review will be held within ninety (90) days. The same format, described below, will be followed for both meetings.

- A. The Rating Official must meet with the employee.
- B. If an employee meets or exceeds fully successful on all elements of their performance standards, initialling and dating the cover sheet is adequate. If the employee's performance is declining or "does not meet" the fully successful level, refer to Section 10 of this Article.
- C. If an employee is told during the meeting that their performance in any element "does not meet," they will be given an opportunity to make comments in writing, and these comments will be placed in the employee's performance file.
- D. This procedure will include all bargaining unit employees, including probationary and temporary employees, with the exception of temporary employees with appointments of less than twelve (12) months.

## Section 9. Improving Performance

The parties recognize that there is an important duty to accomplish the mission of the agency in an effective and efficient manner, and to encourage employees to perform to the best of their ability. They also recognize that the work performance of individuals varies on a daily basis. Supervisors are responsible for monitoring their employees' work throughout the performance year. Supervisors are encouraged to act informally, when appropriate, at an early stage to correct any decline and avoid the need to take formal action. If there is reason to believe that the decline is caused, or made worse, by a personal problem, employees should be reminded of the Employee Assistance Program (EAP). Employees are entitled to reasonable accommodation within the meaning of the EEO statute.

### A. Mild to Moderate Declines - Performance Remains At or Above the Fully Successful Level

Employees cannot be required to perform at a level higher than fully successful. With this in mind, if a supervisor observes a steady, consistent decline in performance in one or more elements which is likely to affect the summary rating, but the level of performance in the element remains at least fully successful, the supervisor will promptly meet with the employee to discuss their performance in that element. Because higher level performance is voluntary, only if the employee requests help will the supervisor assist the employee in correcting the decline. Examples of the type of corrective action contemplated are counselling, closer supervision, and training. Other appropriate measures may be taken.

### B. Performance Does Not Meet The Fully Successful Level

If a supervisor observes work performance which does not meet fully successful, and the employee has not been counselled about their performance problems within three months, the supervisor shall promptly meet with the employee and notify the employee that they perceive a serious performance problem. The supervisor and the employee will attempt to address the problem using appropriate informal measures. However, the initiation of informal remedies shall not serve to delay implementation of more formal measures such as a performance improvement plan (PIP).

If counselling occurs under these circumstances, it shall not be considered as an adversarial confrontation during which the supervisor attempts to prove that the performance does not meet the fully successful level, and the employee tries to prove them wrong. The supervisor and the employee shall meet to communicate their perceptions about the work performance, and the supervisor shall provide instructions and/or advice on how to correct the perceived problem. However, the employee's failure to challenge

refute the supervisor's perceptions during the course of the session shall not be construed as an admission that the supervisor is correct about the employee's work performance.

Section 10. Failure to Alert the Employee about the Performance Problem

As noted in this Article, Section 9, supervisors are required to alert employees to performance problems within a reasonable time after they have reason to be aware of the problem. If the supervisor fails to alert the employee within a reasonable period, and the performance for the element at the time of the annual performance appraisal is at the "does not meet" level, then the performance period shall be extended for ninety (90) calendar days after the employee is first alerted to the problem.

Section 11. Corrective Actions

When the immediate supervisor proposes to take corrective action based on a unit employee's performance, such as a denial of a within-grade increase, reassignment, reduction in grade or removal, a discussion will be held between the supervisor and the employee.

- A. An employee may be represented by the Union during the discussions and any future meetings.
- B. The supervisor will inform the employee of their right to union representation.
- C. The performance standards and other performance-related documentation will be available for review at the meeting.
- D. If a unit employee designates the Union as their representative, management will provide copies of any letters of proposal and decision to the representative.
- E. At the end of an initial PIP meeting, the supervisor will give the employee two copies of the PIP letter. One copy will be designated as follows:

The attached copy may be given to a representative of Local 3748, AFGE. You have the right to request Union representatives at additional meetings about your performance. However, this does not mean that the Union may be present during day-to-day discussions or counseling sessions between you and your supervisor regarding performing your duties.

## Section 12. Changes of Position

When an employee changes positions and has served the minimum appraisal period in the position from which they have changed, the rating official will prepare an exit summary rating. This summary rating will be considered and given appropriate weight when the next rating of record is done.

## Section 13. PIP Document Maintenance

One year after the issuance of a PIP, all information relating to the PIP will be removed from the employee's files if the PIP was completed successfully.

## Section 14. New Appraisal Following PIP's

Upon satisfactory completion of a PIP, a new performance appraisal will be issued and will become the rating of record.

## Section 15. Quality Step Increases

The Union will be informed annually of the number of Quality Step Increases (QSI) granted in ARS, by grade level and Area.

## Section 16. Reassignment

When an employee is reassigned, they will normally be given appropriate training. In the course of evaluating work performance, ARS will consider any changes of position, the need for learning new job skills and duties, and the nature and timing of training provided.

## Section 17. EEO/CR Critical Element

Employees should have training to perform activities related to the EEO/CR critical element. Each year, a reasonable amount of official time will be designated for each employee to attend EEO training sponsored or approved by ARS. If there is a fee for attendance, ARS may, but is not obligated to, pay. Such training may include, but is not limited to, harassment, communications, cultural differences, and how to assure that one's writing and speaking are free of gender-specific language.

## Section 18. EEO Special Emphasis Programs

At least twice each year, ARS will sponsor at each location, EEO special emphasis activities. The activities may include, but are not limited to, videos, movies, and guest lecturers.

Section 19. Official Time

Employees in a duty status, will be granted official time while attending the aforementioned training and activities.

Section 20. Planning Special Emphasis Programs

At those locations at which there is no LMRC, ARS will establish EO/CR committees to organize and plan the special emphasis programs and training sessions. LMRC's will perform these tasks at other locations. The Union will appoint one half of the members of the committee. Activities of the committee will be on official time.

Section 21. Training On EO/CR Performance Element

Every unit employee will be trained on the EO/CR critical element before the element is incorporated into their performance standards.

Section 22. Documenting EO/CR Responsibilities

ARS has determined that performance standards for all unit employees will contain a critical EO/CR element. Therefore, the position descriptions of all unit employees will be updated to reflect the EO/CR duties of the position.

Section 23. Off Duty Activities

Bargaining unit employees will not be rated on volunteer activities which are performed during off duty time.

Section 24. Attending EO/CR Activities During Hours of Duty

Since ARS has determined that EO/CR activities are a critical element for each employee, supervisors are strongly encouraged to invite participation in, and approve, unit employees' requests to attend EO/CR activities and programs.

Section 25. Framework For Change Program

As implemented for bargaining unit employees, the main emphasis of the "Framework for Change" program will be to educate, not to punish.

## ARTICLE 17

## CLASSIFICATION

### Section 1. Accurate Position Descriptions

Position descriptions will be kept accurate. Any unit employee who feels that they are performing duties outside the scope of their position description, or that their position is inaccurately described or classified, may request that the position be reviewed by the immediate supervisor. The incumbent of the position will participate in updating the position description. Upon request, higher level supervisors will also review the employee's position description to determine its accuracy and, if necessary, request an audit.

### Section 2. Timing of Audit Requests

An employee may request an audit at any time to determine the appropriate classification of the position. ARS will promptly forward all requests for audits. Any employee whose position is audited will be advised of the results of the audit prior to any formal implementation.

### Section 3. Copies of Position Descriptions

Upon request, a unit employee will be provided with a copy of their position description at the full performance level.

### Section 4. Resolving Disputes

When an employee alleges inequities in his position description or classification, they will be furnished information on the appeal rights and procedures set forth in the applicable regulations. The employee may elect to be represented by a Union representative.

### Section 5. Representation

An employee may designate a representative of their choice to assist in the preparation and presentation of a classification appeal. The designated representative will be allowed to participate in the fact-finding sessions. The representative will be free from restraint, interference, coercion, or reprisal for performing representative duties. The reason for disallowing a designated representative will be in writing and specific as to cause.

### Section 6. Official Time

Employees and their representatives, if employees of ARS, are entitled to a reasonable amount of official time to develop and

present an appeal, if otherwise in a duty status. Denial of official time by a supervisor will be in writing and will be specific as to the reason for denial.

Section 7. Information Available to Employee

Upon request of the employee, any information compiled during an audit of the employee's position will be provided within a reasonable amount of time.

**ARTICLE 18** OUTSIDE EMPLOYMENT

Section 1. Agency Directive

Within one-hundred and eighty (180) days of contract ratification, ARS will provide the employees with sufficient information concerning the definition, interpretation and application of Agency Directive 461.1, (8-26-85), Outside Employment, particularly page 2, section G.

Section 2. Booklet

When the USDA "Employee Responsibilities and Conduct" booklet is updated, a copy of the revised edition will be given to each employee.

Section 3. Remedial Actions

In the course of deciding the appropriateness of action to be taken against employees who have become aware that they are engaged in outside employment or activities that may have required prior approval, ARS will take into consideration any reasonable explanation or special circumstances.

**ARTICLE 19** PROCUREMENT INTEGRITY AND ETHICS REFORM

Section 1. Information To The Union

ARS will provide the Union with the following information and update it annually:

- A. The positions at each location in the unit of representation that have been designated as being procurement officers and the justification for that determination.
- B. The positions designated as procurement officers in the unit of representation that do not have final purchase authority and the justification for that determination.

- C. In the unit of representation, which employees, other than those selected as procurement officers, are required to sign a procurement integrity certificate.
- D. The criteria used for determining which positions are designated as procurement officers.

Section 2. Position Descriptions

All designated procurement officials will have procurement duties reflected in their position descriptions and their performance standards if these duties are regular and recurring.

Section 3. Challenging Designations

Employees who dispute their designation as a procurement official may appeal to the Agency Ethics Officer. If not satisfied with the determination of the Agency Ethics Officer, the employee may request that the determination be reviewed by the Deputy Administrator for Administrative Management. This does not preclude the employee from filing a grievance.

Section 4. Training For All Employees

At each location, ARS will provide annual training covering the Procurement Integrity Act, Ethics Reform Act, and outside employment. Unit employees will not be required to sign the Procurement Integrity Certificate until all their relevant questions have been answered.

Section 5. Training For Procurement Officials

Employees designated as procurement officials will receive in-depth training on the application of the Procurement Integrity Act and the Ethics Reform Act with regard to their duties.

**ARTICLE 20**

**DISCIPLINARY AND ADVERSE ACTIONS**

Section 1. Progressive Discipline

- A. The parties agree to the concept of progressive discipline, designed primarily to correct and improve employee behavior and conduct, rather than to punish. ARS agrees to follow a course of progressive discipline.
- B. Except in the case of a serious infraction, an attempt will be made to correct misconduct by counseling. Counseling will be conducted privately and in such a manner as to avoid embarrassment to the employee.

(C) If recorded, a copy of the discipline shall be provided to the employee for their response.

(D) It is understood that progressive discipline need not follow any specific sequence and that major offenses will be cause for severe adverse actions, including removal, irrespective of whether previous discipline has been taken against the offending employee.

#### Section 2. Union Copy of Proposals

ARS will provide the affected employee with an extra copy of letters of proposed adverse or disciplinary actions for distribution to the designated representative at the employee's discretion. The extra copy will be annotated, "For AFGE Local 3748 or other designated representative."

#### Section 3. Representation During Interviews

A unit employee who is questioned by a supervisor over a matter which they believe may result in a formal disciplinary action may request Union representation. The discussion will be discontinued for a reasonable time and will resume when a representative can be present.

#### Section 4. Advance Receipt of Documents

Each affected unit employee will be provided with a copy of any document which may reflect adversely on the employee prior to the document being placed in the Official Personnel Folder.

#### Section 5. Leave Restriction Letters

Leave restriction letters which require a physician's certificate for each sick leave absence will be reviewed by the supervisor every six (6) months. If there has been no further abuse, the employee will be notified in writing that the restriction is no longer in effect.

#### Section 6. Attending Hearings

ARS agrees to notify the Union of adverse action hearings for bargaining unit employees and to allow a Union official acting as an observer to attend such hearings if the employee has not designated a Union official as his representative. If the observer is in an active duty status, such attendance will not be charged to leave.

#### Section 7. Mitigating Factors

In the course of deciding the appropriateness of discipline, ARS will consider, among other things, the fact that the affected

employee may have been following the instructions of their immediate supervisor.

## **ARTICLE 21      EMPLOYEE ASSISTANCE PROGRAM**

### **Section 1.   Referrals**

Supervisors are encouraged to be aware of unit employees with possible alcohol, drug related, or emotional/behavioral problems that may impair work performance, and to encourage those employees to obtain assistance through the ARS Employee Assistance Program (EAP). Employees who wish to participate in the EAP will receive the same consideration that is presently extended to employees who are ill.

### **Section 2.   Leave**

Supervisors may grant leave, including advance sick leave or leave without pay, for treatment and rehabilitation. Unit employees may be granted a reasonable number of hours of administrative leave for the initial evaluation or counseling session.

### **Section 3.   Applying For Disability Retirement**

Where appropriate, unit employees will be assisted in preparing disability retirement applications should their conditions incapacitate them from performing assigned duties.

### **Section 4.   ARS Directive**

A copy of the current ARS Directive on the EAP will be available for review in each location's administrative office.

### **Section 5.   Reminders**

ARS will remind all employees about the Employee Assistance Program on an annual basis. If presentations are held during non-break time, workload permitting, employees will be permitted to attend without charge to leave.

### **Section 6.   Contacts**

Employee Assistance Program contact phone numbers will be placed on location bulletin boards and in phone directories.

## ARTICLE 22

### REDUCTION IN FORCE, REORGANIZATION, TRANSFER OF FUNCTION

#### Section 1. Notification to Union

In the event of a reduction in force and/or transfer of function, the Agency will notify the Union and fulfill its obligation to bargain consistent with 5 USC 71.

#### Section 2. Procedure for Union Notification

A. The Union will be notified in writing.

B. If an informational notice is issued, ARS will provide the following information to the Union at least fourteen (14) calendar days before it issues the informational notice to employees.

1. The nature of the RIF action being considered (e.g., transfer of function; abolishment of position).

2. The reason for the action.

3. The anticipated effective date.

C. Specific Notices:

1. If an informational notice has been issued, ARS will provide the following information to the Union at least seven (7) days before it issues the specific notice to the employees.

a. Types of positions

b. Locations

c. Names of employees, or changes to that list should they occur (additional twenty-one (21) days will not be required).

2. If no informational notice has been issued, ARS will provide the information to the Union at least twenty-one (21) calendar days before it issues specific notices to employees.

#### Section 3. Notice to Employees

The Agency will provide a specific notice of not less than sixty (60) calendar days to individual employees who will be reached by a reduction-in-force action.

## ARTICLE 23

### CONTRACTING OUT UNDER A-76 AND RESEARCH SUPPORT AGREEMENTS

#### Section 1. Discussions At Labor Management Relations Committee (LMRC)

- A. Contracting-out, which may reduce the grade level of or eliminate bargaining unit personnel (Reduction in Force), is an appropriate subject for discussion at location LMRC meetings. The appropriate location Union representative will be advised of those situations at the locations where contracting-out is being seriously considered. The Union will be given an opportunity to express its views on this subject at these meetings. Information regarding the approximate number of employees affected, the anticipated time frame, and the reasons for the action will be provided.
- B. Employee concerns related to the effects of the use of non-Federal employees on their position are appropriate issues to be considered by the location LMRC.

#### Section 2. Entitlement to Information

Annually, the Union will be provided with a list of pertinent contracts performing services at any bargaining unit location.

#### Section 3. Interacting With Non-Federal Personnel

Any unit employee who has a question about their duties while interacting with non-Federal (i.e., state or contract) personnel should request clarification from their supervisor. Clarification will be provided as soon as possible. Employees who raise their questions in writing will receive written responses.

#### Section 4. Consultations

ARS agrees to consult openly and fully with the Union regarding any review of a function for contracting-out within the bargaining unit. ARS agrees to comply with all provisions of OMB Circular A-76, this Agreement and other applicable laws and regulations concerning contracting-out.

#### Section 5. Work Statements

In the interest of cost effectiveness and the efficiency of the Service, the union will be allowed input into the development of the PWS (Performance Work Statement). This includes, but is not

mitted to, the review of drafts. This input will be considered if received by ARS within fifteen (15) calendar days of the Union's receipt of the draft. The Union may request extensions for cause.

#### Section 6. Decision To Conduct A-76 Cost Comparison

- A. If the Agency decides to contract out work presently being performed by bargaining unit employees, the Union will be notified at least fifteen (15) days prior to the invitation for bids. Periodic briefings will be held between the activity and the local Union to provide the Union with appropriate information pursuant to OMB Circular A-76 on decisions affecting unit employees.
- B. When the decision is to proceed with a request for proposals the employer will continually apprise the Union of the status of the proposals. The Union will be furnished a copy of each specification and proposed contract at the same time invitations for bids are mailed to bidders. At this time the Union shall be furnished dates and times of the bid opening conferences, and shall have the right to have Union representatives present on official time.

#### Section 7. Documents Available to the Union

ARS will provide the Union copies of pertinent information concerning all cost studies, specifically to include:

- A. Invitation for bid (IFB) or request for proposal (RFP)
- B. Abstract of bids
- C. Correspondence from Department of Labor regarding certification of a wage rate
- D. Performance Work Statement
- E. Milestone chart or similar document setting forth the estimated dates for the contracting out process
- F. Quality Assurance plan
- G. Performance Requirement statement (PRS)
- H. All bidder questions and activity answers related to the performance work statement

#### Section 8. Walk Throughs

ARS will include a Union representative in the "walk through" by bidders of the function undergoing a cost study. The Union representative will be on official time.

#### Section 9. In-House Bids

At least twenty-one (21) calendar days before the deadline for submitting bids, ARS will provide the Union with a draft of its in-house bid. The Union may submit comments within seven (7) calendar days of its receipt of the draft. ARS will give serious

consideration to any timely comments it receives.

**Section 10. Briefing Employees**

Timely briefings will be held with affected employees for the purpose of providing information concerning contracting out under A-76 procedures. The Union will be given an opportunity to attend such employee briefings. The Union representatives will be on official time.

**Section 11. Minimizing Impact**

If the unit work is contracted out and unit employees are displaced, ARS will make every reasonable and credible effort to minimize the impact on employees. Maximum retention of career employees shall be achieved by considering attrition patterns and restricting new hires.

**ARTICLE 24      SAFETY AND HEALTH**

**Section 1. Safe Work Place**

The parties agree to cooperate in the furtherance of safety objectives. ARS has a responsibility to maintain for unit employees conditions of employment that are free of recognized hazards or conditions that may cause accidents, injuries, or illnesses. Unit employees have a responsibility to comply with safety standards, rules and regulations, and to use safety equipment which is provided by ARS.

**Section 2. Training**

As provided by E.O. 12196, ARS "shall provide appropriate Safety and Health training for employees including specialized job safety and health training appropriate to the work performed by the employee."

**Section 3. Committees**

Locations meeting the criteria in the Agency directive, safety and health committees, will establish a safety and health committee or designate a safety and health representative. The Union may designate two unit employee representatives to serve on each ARS location safety and health committee. A copy of the directive containing the duties and functions of the committee will be provided to each unit employee committee member. Unit representatives will be on official time when otherwise in a duty status while performing committee functions and participating in training for committee members. Union-designated committee members will be provided with information which is relevant and

necessary for carrying out committee responsibilities and will be provided with appropriate training.

#### Section 4. Informing Employees

Immediately following an in-house inspection, the Safety Committee member doing the inspection should inform the employees who work in that laboratory or area of any imminently dangerous situation found during the inspection.

#### Section 5. Avoiding Dangers

Using Material Safety Data Sheets or other printed resources, supervisors shall ensure that employees are informed of potential dangers and appropriate safety/first-aid measures before the employees begin work with a chemical that may be hazardous to their health.

#### Section 6. Reporting Unsafe Conditions

Unit employees and Union representatives should report any working condition that is believed to be unsafe or unhealthy, to the affected employee(s)' immediate supervisor. Upon receipt of a report, ARS will promptly investigate the situation and apply necessary remedies. If the condition is found to be hazardous and requires the posting of a notice and an abatement plan, the employee(s) will be informed of the abatement plan. The Union will be consulted during the implementation of the plan.

#### Section 7. Confidential Reporting

ARS agrees to keep confidential the name of the unit employee who reports unsafe or unhealthful working conditions if requested to do so by that employee.

#### Section 8. Reports of Unsafe Conditions

As provided by E.O. 12196, ARS shall "assure that no employee is subject to restraint, interference, coercion, discrimination or reprisal for filing a report of an unsafe or unhealthy working condition, or other participation in an Agency occupational safety and health program."

#### Section 9. Investigations

A. Work areas designated high hazard (such as certain laboratories and maintenance shops) by the Safety & Health Committee/Representative will be inspected frequently at a rate determined by the Safety and Health Committee/Representative, but at least annually.

A Union representative whose duty station is at that

location will be invited to accompany safety inspectors (such as OSHA, NIOSH, OR ARS), during inspections of the location. Said representative, if otherwise in a duty status, will be granted official time to accompany the inspector(s) during the actual inspection of the facilities, and the opening and closing conferences.

- C. If an accident involving a bargaining unit employee is being investigated by a Safety & Health Committee member or the Area Safety & Health Manager, a Union representative whose duty station is at that location will be notified and invited to participate in the investigation. Said representative, if otherwise in a duty status, will be granted official time to accompany the investigator during the actual investigation of the accident, and the opening and closing conferences, if held.
- D. Copies of reports from either safety inspectors or accident investigations will be provided to the Union Vice President or location representative and the location Union safety representative.

#### Section 10. Hazards

As soon as an employee becomes aware 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 until they have discussed the problem with their supervisor. This discussion should take place at the earliest opportunity. The supervisor should observe the hazard at the work site of the assignment. When an employee and their supervisor disagree over whether a work situation is safe or unsafe (or if the supervisor is unable to decide the issue) and the employee believes that serious injury could result, the next level supervisor shall be asked to render assistance. If a dispute still exists as to whether an unsafe work situation is present after consideration at the second supervisory level, the matter may be immediately referred to the Location Leader for a decision. The Area Safety and Health Manager may make the final decision in lieu of a Location Leader. If the Location Leader/Safety Manager decides that the condition does not pose an imminent danger, the instruction to return to work shall be in writing and contain a statement declaring the area or assignment to be safe. It is also understood that at any time the management official finds there is an imminent danger, the employee will not be obligated to return to the assignment until the imminent danger is eliminated.

#### Section 11. Work-Related Injuries

- A. A unit employee who suffers a work-related injury or illness will be assisted by ARS in filing a claim under the Federal

Employee's Compensation Program and/or in filing an accident report. The employee will be informed of leave options, including sick leave, annual leave, and leave without pay.

- B. ARS will make a reasonable effort to assign an employee lighter duties for an appropriate length of time when supported by an acceptable medical certificate.

#### Section 12. Training

ARS will provide employees with adequate safety and health training as appropriate to perform their duties. Safety and health instructions will also be provided and emphasized to employees at the beginning of all new operations, such as the introduction of new chemicals, machinery and operational methods.

#### Section 13. First Aid and CPR

- A. Where full health facilities are not located near the location, ARS shall provide and maintain a first-aid kit(s).
- B. ARS shall provide training on a voluntary basis to employees at each location in the techniques of cardiopulmonary resuscitation (CFR) and first aid. The names, work areas, and work telephone numbers of all location employees with this training (who have given permission) shall be posted near each telephone. This training will be updated periodically. Employees who take this training are certified by an appropriate outside health association and not by ARS.

#### Section 14. Protective Equipment

ARS shall acquire, maintain and require the use of approved safety equipment, approved personal and protective equipment, and other devices necessary to protect employees from hazardous conditions encountered during the performance of official duties. Unit employees will be trained in the proper handling and application of this equipment.

#### Section 15. Working Alone

When a unit employee is assigned duties within the normal confines of the location at work sites that are beyond the visibility of others, a periodic safety check should be arranged by the supervisor.

#### Section 16. Smoking

Each location shall have a smoking policy developed with the input of the Union. Smoking will be permitted only in designated areas.

Section 17. Health Maintenance Program

- A. ARS will encourage maintenance personnel and employees who handle toxic agents and/or apply pesticides, to participate in the Occupational Health Maintenance Program.
- B. All unit employees will be reminded annually that they are eligible to participate in the Occupational Health Maintenance Program.

Section 18. Job Related Vision Problems

- A. Employees who experience vision problems and believe that they may be related to performing their official duties should take the following steps:
  - 1. Notify their supervisor of the problem and request that they provide information and assistance on how to use the equipment needed to perform their duties in a safe and efficient manner.
  - 2. Request permission to rearrange furniture or equipment, or to obtain anti-glare devices, as recommended by the information provided, and make the changes after obtaining approval.
  - 3. If the steps described above fail to correct the problem, the employee should :
    - a. Request the forms necessary to file a Workers Compensation Claim.
    - b. Seek qualified medical treatment.
    - c. Complete the forms and submit them to OWCP.
  - 4. If the employee desires a reasonable accommodation, they should provide the supervisor with medical documentation of the problem and the accommodation requested.
- B. ARS will at least annually provide current information to unit employees who use computers, microscopes or other equipment likely to cause eye strain during significant amounts of their work time about how to use such equipment safely, efficiently and in a way to reduce stress and eye strain and physical strain.
- C. Employees who are described in B., above, may request, as a part of their annual occupational health maintenance examination, an eye examination which will be paid in full by ARS.

## ARTICLE 25      GRIEVANCES

### Section 1.    Background

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 and 3 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.C. 7121(b) (3):

- A.    this procedure is available for use by the exclusive representative on its own behalf or on behalf of any employee in the unit;
- B.    employees may present grievances on their own behalf, although the Union has the right to be present during the grievance proceeding;
- C.    any grievance not satisfactorily settled under this grievance procedure may be taken to binding arbitration under Article 26 by either the Union or management.

### Section 2.    Definitions

As provided by Title 5, U.S.C. 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 --
  - (1)    the effect or interpretation, or claim of breach of a collective bargaining agreement; or
  - (2)    any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment."

### Section 3.    Coverage

Matters over which grievances may be filed include, but are not limited to, the following:

- A.    Working conditions;
- B.    Unfair treatment, including coercion, restraint, or

- reprisal;
- C. Failure to follow merit promotion plans and procedures;
- D. Personnel actions which are based on marital status, political affiliations, or other non-merit factors;
- E. Disciplinary actions;
- F. Official letters of reprimand, i.e., those which are filed in the Official Personnel Folder;
- G. Leave restriction letters;
- H. Improper use of details and reassignments (except as noted in Section 3(I));
- I. The procedures used to carry out a RIF;
- J. Disagreements between employee and supervisor over accuracy of Official position description;
- K. Application of performance standards;
- L. Application of agency rules and regulations.

#### Section 4. Exclusions

This procedure will not apply to any grievance concerning:

- A. any claimed violation of subchapter III of Chapter 73 of the Title 5, U.S.C. (relating to prohibited political activities);
- B. Retirement, life insurance, or health insurance;
- C. a suspension or removal under §7532 of Title 5, U.S.C. (national security reasons);
- D. any examination, certification, or appointment;
- E. the classification of any position that does not result in the reduction in grade or pay of an employee;
- F. the content of published Agency regulations and policy;
- G. non-selection for promotion from a group of properly ranked and certified candidates;
- H. a preliminary warning notice of an action which, if effected, would be covered under the grievance procedure;
- I. 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;
- J. the separation of any employee serving a probationary or trial period or the termination of a non-permanent employee;
- K. the granting of, or failure to adopt, an employee performance award or the adoption of, or failure to adopt, an employee suggestion or invention;
- L. the content of performance standards (including critical elements);
- M. the decision to abolish one or more positions, and the manner by which any such positions which are currently occupied might be vacated (i.e., to use RIF procedures).

## Section 5. Grievability and Arbitrability

The parties agree to raise any question of grievability or arbitrability of a grievance prior to, or in, the written answer in step 3 of this procedure. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

## Section 6. Choosing Which Way To Challenge An Action

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

## Section 7. Settling Disputes

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 8. Official Time to Present Grievances

Employees will be allowed a reasonable amount of time during working hours to present grievances to their Union representative and to ARS management. Time for Union representatives is prescribed in Article 3, section 5 of this Agreement.

## Section 9. Steps In Grievance Process

- A. Step 1 - The grievant will seek informal resolution of a complaint with the immediate supervisor within twenty-one (21) 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.
- B. Step 2 - If no satisfactory settlement is reached within seven (7) calendar days the grievant and/or representative

will have fifteen (15) calendar days to reduce the grievance to writing and present it to the second-level supervisor (SLS). The SLS will forward a copy to the Union Chief Steward if a Union representative has not been designated by the grievant. Within twenty-one (21) calendar days of receipt of a timely grievance the SLS or designated representative will discuss the grievance with the grievant and/or representative, make appropriate inquiries, and issue a written determination on the matter. However, if the supervisor is also the highest management official at the location, the written grievance may be submitted directly to the Area Director within fifteen (15) calendar days.

- C. Step 3 - If the grievant is not satisfied with the written determination of the SLS, the grievance may be submitted in writing to the Area Director within fifteen (15) calendar days of receipt of the Step 2 decision. The Area Director, or their designee, will make appropriate inquiries and will issue a written decision within twenty-one (21) calendar days of the receipt of the grievance. This is the final decision within the Agency.

#### Section 10. When Area Director Lacks Authority

The following procedure is established for the Union or employee initiated grievances beyond the authority of the Area Director, but within the authority of the ARS Administrator:

Within thirty (30) calendar days of the event (or knowledge thereof) giving rise to the grievance or within thirty (30) calendar days 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 within the Agency.

#### Section 11. Content

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

- A. the employee's name, title, and work location;
- B. the nature of the grievance, including any available details;
- C. any rules or regulations applicable to, or affecting the, grievance (if known);
- D. the provisions of this Agreement, if any, which allegedly were violated or which cover the issue being grieved;
- E. available documentation in support of the grievance;
- F. whether the employee is represented by the Union, and, if so, the name of the representative;
- G. the desired relief.

## Section 12. Management Initiated Grievances

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 fifteen (15) 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 Area Director. If the parties cannot resolve the matter, either party may use the arbitration procedures outlined in Article 26 of this Agreement.

## Section 13. Extension of Time Limits

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 their grievance at any time. 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 and management will be notified. If at any time management does not respond in the time limits allowed and does not request a time extension, the grievance may be presented at the next level if the Union or grievant so requests.

## Section 14. Consolidating Similar Grievances

Grievances can be initiated by one or more employees. When two 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. Selecting A Representative

An employee may pursue a grievance without Union representation, but the adjustment must be consistent with the terms of this Agreement.

## ARTICLE 26

### ARBITRATION

#### Section 1. Requests for arbitration

If the decision of Area Director or Administrator, ARS, is unsatisfactory, the Union may request that the grievance be submitted to arbitration. The request for arbitration must be made within fifteen (15) calendar days of the receipt of the decision.

#### Section 2. Selecting An Arbitrator

A. Within fifteen (15) calendar days after the request for arbitration is received, either party may request a panel of five (5) arbitrators from the roster maintained by the Federal Mediation and Conciliation Service. Within fifteen (15) calendar days after receipt of the panel, the parties will attempt to select one (1) arbitrator from the panel by mutual agreement. If the parties cannot mutually agree upon an arbitrator to hear the case, the parties will alternately strike names from the panel until one (1) name remains. The remaining arbitrator will be selected.

B. If section 2(A) above is not complied with by either party, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator.

#### Section 3. Framing The Issues

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

#### Section 4. Hearing Procedures

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, if a transcript is made.

#### Section 5. Limits of Arbitrator's Authority

An arbitrator will not add to, subtract from, change or modify any provisions of this Agreement, or change ARS or Department of

Agriculture policy or regulations. An arbitrator may order the abatement of a safety or health hazard and may recommend or suggest an abatement procedure; however, the arbitrator may not mandate the particular abatement procedure.

**Section 6. Time and Place of Hearings**

Arbitration hearings will usually be held at the Area location of the affected employee during the regular daytime shift hours of the basic 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. Effect of Arbitrator's Decision**

- A. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.
- B. 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. Transcripts**

- A. All fees and expenses of the arbitrator will be shared equally by the parties. If either party requests a verbatim transcript in matters covered under Sections 2302(b)(1), 4303 or 7512 of Title 5, U.S.C., the cost of the court reporter and the official transcript will be paid by the requesting party. Except by mutual consent, verbatim transcripts will not be made of arbitration hearings over other matters.
- B. Either party may by mutual consent use either audio and/or video equipment to record the proceedings at their own expense. A courtesy copy will be given to the other party.

**ARTICLE 27 EFFECTIVE DATE AND DURATION**

**Section 1. Effective Date**

The effective date of this Agreement and any amendment thereto will be the date of approval by the Office of Personnel, U.S. Department of Agriculture. Any Agreement not approved or referred to the parties for further negotiations by the thirtieth (30th) day after execution by the parties will become effective on the thirty-first day (31st) day.

Section 2. Duration

The duration of this Agreement will be for a period of three (3) years from its effective date. Either party may give written notice to the other not more than one hundred and five (105) or less than sixty (60) calendar days prior to the expiration date and each subsequent expiration date for the purpose of renegotiating this Agreement. The request for renegotiation shall be accompanied by a list of topics which the Party desires to negotiate. However, this list may be amended prior to submission of proposals. The Parties will meet within a reasonable period to discuss ground rules.

Section 3. Renewal

If negotiations are not concluded prior to the expiration date, this Agreement will remain in effect until the new agreement goes into effect. If neither party serves notice to renegotiate this Agreement, the Agreement will be automatically renewed for additional one (1) year periods up to three (3) years. Extension of this Agreement will be verified by signatures of official representatives of both parties.

Section 4. Amendments

At the request of either Party amendments to this Agreement may be negotiated at any time as a result of legal or regulatory changes which conflict with this Agreement. Any amendment resulting from these negotiations will be in effect during the remaining life of this Agreement.

## ENDORSEMENTS

### For the Agricultural Research Service:

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Arthur Rosenzweig  
Chief Negotiator

Don Zimmerman  
Don Zimmerman  
Center Director, Fargo

James Hindley  
James Hindley  
Administrative Officer,  
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Patricia Jackson  
Patricia Jackson  
Administrative Officer,  
Midwest Area

### For the Union:

Bruce Boehm  
Bruce Boehm  
President, AFGE Local 3748,  
Mandan

Patricia Filipi  
Patricia Filipi  
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John Gervais  
John Gervais  
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Curtis Klein  
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Team Member, E. Grand Forks

June 1, 1993

Approved by the Director of Personnel, U.S. Department of  
Agriculture, and effective July 1, 1993.

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Appendix 3

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF AGRICULTURE AND THE AMERICAN  
FEDERATION OF GOVERNMENT EMPLOYEES

This Memorandum of Understanding is between the Department of Agriculture, hereinafter referred to as USDA, and the American Federation of Government Employees, hereinafter referred to as AFGE.

I. It is agreed that this Agreement is subject to and governed by CBRA.

II. The individual employee of the USDA who is a member of the AFGE and included within an exclusive unit shall obtain his/her SF-1187, REQUEST AND AUTHORIZATION FOR VOLUNTARY ALLOTMENT OF COMPENSATION FOR PAYMENT OF EMPLOYEE ORGANIZATION DUES, from AFGE and shall file it with the designated AFGE representative, who will forward it to the Personnel Office of the Agency. In those cases wherein management and the union disagree regarding the eligibility of an employee for dues withholding, both parties acknowledge that such representation disputes are the sole function of the FLRA and accordingly agree that the dues of such an employee shall be placed in an escrow account pending an appropriate Authority determination. The employee shall be instructed by AFGE to complete Part A and Part B. No other number must appear in the block provided as "identification Number" except the employee's Social Security Number.

III. Deductions will be made each pay period by the USDA and remittances will be made each pay period to the National Office of the AFGE. Remittances shall be accompanied by a computer tape, one for each pay period, by Locals, showing the names of the member employees from whose pay dues were withheld, the amount withheld, the code number of the Local to which each employee member belongs, social security number, and will be summarized to show the number of members for whom dues were withheld, total amount withheld, and the amount due the Local. Each tape will also include the name of each employee member for that Local who previously made an allotment for whom no deduction was made whether due to leave without pay or other cause. Such employee shall be designated with an appropriate explanatory term.

IV. It is agreed that Part A of SF-1187, including the insertion of code numbers of the AFGE (52) and the appropriate Local number, will be executed by the Financial Officer of the Local to which the employee member belongs or by the National Secretary-Treasurer of the AFGE, if the member is a member-at-large. The amount so certified shall be the amount of the regular dues (exclusive of initiation fees, assessments, back dues, fines and similar charges and fees). One standard amount for all employees or different amounts of dues for different employees may be specified. If there should be any change in the dues structure or amount; a blanket authorization listing each employee's name and social security number, and the amount of dues to be withheld will be submitted to the appropriate payroll office. The listing will be identified by labor organization and Local codes. Only one such change may normally be made in any period of twelve consecutive months for a given Local.

V. The payroll office of the USDA will terminate an allotment per a request received in accordance with any one of the following:

- (1) as of the beginning of the first full pay period following receipt of notice that exclusive recognition has been withdrawn;
- (2) at the end of the pay period during which an employee member is separated from the USDA;
- (3) at the end of the pay period during which the payroll office receives notice from the APGE or a Local of the APGE that the employee member has ceased to be a member in good standing;
- (4) pursuant to a timely request in accordance with the following time provision effective September 1, 1979, for all revocations received prior to September 1, 1978;
- (5) effective September 1, 1979, and each September 1 thereafter for all allotments in effect as of January 11, 1979;
- (6) on the annual anniversary date of each allotment completed after January 11, 1979.

VI. The USDA payroll office will send to the National Financial Officer of the APGE a copy of each written revocation of an authorization which it receives. Revocation must be submitted to the appropriate Local in writing over the signature of the member on the Standard Form 1188, and must be submitted to the appropriate Personnel Office not earlier than the first day of the month prior to the annual date upon which revocation may be effected in accordance with the above.

Agreed to on the 15th day of January, 1979, and as amended by FLRA decision No. O-PS-1 on April 19, 1979.

JOHN W. FOSSUM  
Director of Personnel  
U.S. Department of Agriculture

KENNETH T. BLAYLOCK  
National President  
American Federation of  
Government Employees

6/22/79  
Date

Superseded

**DIRECTIVE**

**402.2**

ORIGINATING OFFICE: Personnel Division	SUBJECT: Maxiflex Schedule for ARS
DISTRIBUTION: All Employees	

Remove 402.2, 1/26/79; 402.3, 10/31/78; and 402.4 11/14/79

**A SUMMARY**

This Directive:

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

**B FORMS**

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

**C AUTHORITIES**

5 CFR 610  
5 USC 6120  
FPM Supplement 990-2, 620

**D POLICY**

The mission of Agricultural Research Service (ARS) is management's overriding concern; and carrying out its research responsibility is management's primary commitment. Each employee will have to adjust his/her schedule to meet the job requirement needs as they are determined by the supervisor or manager.

**E COVERAGE**

The requirements described in this Directive apply to all ARS employees (including students and part-time employees.) However, these requirements do not apply to those employees who have a nonstandard schedule. All such excluded employees who work non-overtime schedules on Saturday, Sunday, and nights must file a master record of their schedule with the Area Office and, according to Directive 402.1, with the Personnel Division (PD).

## F DEFINITIONS

- 1 A Maxiflex Tour of Duty is comprised of all hours and days for which core time bands, flexible time 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.
- 2 Nonstandard Tour of Duty. The agency head has the authority to establish special tours of duty to meet unusual circumstances. These circumstances are described in Directive 402.1. 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, or tours that establish regularly scheduled overtime beyond an 89-calendar day period, are nonstandard. The definition of a tour of duty in this context is the hours of a day and the days of a period of 7 consecutive calendar days that constitute the period within which the employee is regularly scheduled to work.
- 3 Basic Work Requirement (Master Schedule) is the schedule of working hours which an employee is required to account for by leave or otherwise. For full-time employees it is the 80 hours in the biweekly period that fit within the hours of 6 a.m. to 6 p.m. For part-time employees it is the number of scheduled hours in the biweekly period which fit within the hours of 6 a.m. to 6 p.m.
- 4 Customer Services Band. All ARS work units will schedule employees to insure that customer services (e.g., telephone coverage) are provided between 8 a.m. and 4:30 p.m., 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 worker to maintain a schedule throughout the entire year to meet customer service requirements.
- 5 Flexible Time is that part of the schedule of working hours during which employees may choose their time of arrival and departure from the worksite, within limits consistent with the duties and requirements of the position. For the purpose of this plan the flexible time is 6 a.m. to 9:30 a.m., 11 a.m. to 1:30 p.m., and 2:30 p.m. to 6 p.m. for every workday.

## F DEFINITIONS (Continued)

- 6 Core Time is that part of the schedule of working hours during which employees must be present for work. In this plan, the core time for ARS employees is 9:30 a.m. to 11 a.m. and 1:30 p.m. to 2:30 p.m. Core time does not apply to days of 7 scheduled hours or less or those made up solely of credit hours.
- 7 Deviations. An absence during core or flexible time may be made up during other flexible time bands within the biweekly pay period. If the time is made up outside the period of 6 a.m. to 6 p.m. Monday-Friday, leave, compensatory time, or credit hours must be used. In any case such a deviation must have the supervisor's approval.
- 8 Nonexempt Employees are covered by the Fair Labor Standards Act (FLSA) and the Federal Employee Pay Act (FEPA) i.e., Title 5 of the U.S. Code. Generally speaking, these are nonmanagement employees in wage grade, clerical, and technical positions.
- 9 Exempt Employees are covered only by FEPA. Generally speaking, these are specialist, supervisory, or management employees.
- 10 Off-Day. Under the ARS maxiflex system, these are the days out of the 10 working days of the pay period that may be scheduled by the employee and management to be non-work days. When the work situation requires and the employee requests, the supervisor may approve a change in the scheduled off-day during the pay period. There are three considerations:
  - a The request to change is work related.
  - b The employee requests it.
  - c It is not a retroactive change.The change must be documented in writing (i.e., T&A worksheet, ARS-331).
- 11 Alteration of Schedule is a change in an employee's previously agreed basic work requirement. This includes, but is not limited to: travel status; training sessions; or reasons beyond the employee's control such as illness or a death in the family. The employee can initiate the change; or the supervisor can initiate the change and tell the employee in advance. The supervisor must approve all changes in the basic work requirement. Such approval must be shown on the Master Record Section of the ARS-331.

## F DEFINITIONS (Continued)

- 12 Credit Hours are all hours in excess of an employee's basic work requirement which the employee elects to work and the supervisor approves, so as to vary the length of the workweek or a workday. Credit hours may not be used before they are earned. Up to 24 hours may be carried over from one pay period to the next and from one year to the next. Any earned credit hours in excess of the 24-hour limit earned in a pay period will be forfeited, if they are not used by the end of the pay period. There is no requirement to use credit hours prior to using annual leave.

Note: A part-time employee may carryover an amount equal to 1/4 of the biweekly work requirement.

- 13 Overtime is all hours in excess of 8 in a day or 40 in a week which are officially ordered in advance by management, and is in addition to completion of the master schedule. Regularly scheduled overtime is overtime that is scheduled in advance of the basic work requirement. To be regularly scheduled, overtime work must be specific as to the employee, day, hour, and time to be worked, and must be scheduled no later than midnight Saturday of the period before it is to be performed. Overtime which does not meet all of the above conditions is defined as irregular or occasional.
- 14 Compensatory Time is all hours in excess of an employee's work requirement which the supervisor directs the employee to work or, if the employee is nonexempt, which the supervisor directs as overtime, and the employee requests, in writing, as compensatory time. Wage grade employees may request compensatory time under this plan. Until such time as NFC programs this capability into its system, wage grade employees must be paid overtime. This does not affect these employees' ability to earn and use credit hours.

It should be noted that under this plan any employee (including those nonexempt) may request compensatory time in lieu of overtime.

- 15 Lunch Period. Each approved regular workday of 7 hours or more which includes the time between 11 a.m. and 1:30 p.m. must include an unpaid break of no less than 30 minutes between those times. This break must not be scheduled outside of the set time period.
- 16 Breaks. The Department Head has the authority to grant brief rest periods when such periods are beneficial or essential to the efficiency of the Federal service.

## F DEFINITIONS (Continued)

So far the Secretary, USDA, has not acted on this matter. Areas where Unions have negotiated on this matter, of course, will abide by their negotiated agreements.

- 17 Time Accounting is a system which permits the supervisor to have a personal knowledge that employees are entitled to their pay. It contains the agreed-upon schedule, which shows the beginning and ending times of each day's scheduled work, the beginning and ending times of the actual hours worked, and the nature and length of absences.

Note: This information will be recorded daily on ARS-331 in increments of 15 minutes (6:00, 6:15, 6:30, 6:45). Thus, employees/timekeepers should round up to the nearest 15 minute interval if over 7 minutes and down to the nearest 15 minutes if 7 minutes or less.

## G RESPONSIBILITIES

- 1 Each management official directly reporting to 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 level supervised.
- 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 earning and use of credit hours.
  - c The approval or disapproval of the use of flexible time by the employees to vary their arrival and departure (gliding time).
  - d The approval or disapproval of a compressed work schedule.

## G RESPONSIBILITIES (Continued)

- 3 Supervisors will:
- a Ensure proposed workdays and workweeks meet the basic work requirement, core time, and their specific coverage for the customer services band. The responsibility for the customer services band demands that a supervisor or an acting supervisor be present during 8 a.m. to 4:30 p.m.
  - b Under the delegation through the supervisory line, approve or disapprove the use of credit hours, compensatory time, flexible time, the workweek, the workday, the day-off, and any other segments of the maxiflex system. (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 a week under this tour of duty.)
  - c Approve or disapprove applications for an alteration of schedule, such as the accrual and use of credit hours, annual and sick leave, overtime/compensatory time, or any absence during a core time period.
  - d Alter an employee's previously agreed-to tour of duty.
  - e Coordinate and maintain the work schedules of the staff—especially ensuring that when safety and health considerations so dictate, there must be more than one employee present.
  - f Approve in advance of the pay period the master schedule section of the ARS-331.
- 4 Employees or timekeepers will be required to keep a T&A Worksheet, ARS-331, and turn it in to the T&A clerk at the end of the pay period. The T&A log section will show the daily arrival and departure times throughout the day and the periods of absence. Employees will ensure they stay within the requirements of their unit's coverage of the customer services band and the required core time. If they desire overtime, compensatory time, or credit hours, they must have supervisory approval. (Section 9-11 needs to be completed if there is any deviation from the schedule.)
- 5 Timekeepers are responsible for translating this usage of time into the transaction codes which they transmit to the National Finance Center (NFC). They must remember to record the credit hours earned and used on

## G RESPONSIBILITIES (Continued)

the T&A's, otherwise NFC will charge the employee with leave without pay. If the employee does not record their own T&A Worksheet, the timekeeper will do so.

## H PREMIUM PAY

- 1 A holiday for a full-time employee will be based on 8 hours. Supervisors are urged to see that employees adjust their schedule to at least 8 hours for that day. Then the employee with the supervisor's concurrence or the supervisor him/herself may set any other scheduled workday in the pay period as the in-lieu-of day.

If the holiday is not adjusted to an 8-hour day and:

- a The employee is scheduled for more than 8 hours, he/she must make up the difference by leave or credit hours.
- b The employee is scheduled for less than 8 hours, management will have to pay him/her overtime for the difference between those scheduled hours and the holiday of 8 hours, if at the end of the pay period the holiday plus the worked or paid time is over 80 hours.
- c It is the employee's off-day, the employee with the supervisor's concurrence or the supervisor's concurrence or the supervisor him/herself may set any other scheduled workday in the pay period as the in-lieu-of day.

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. A part-time employee is not entitled to holiday premium pay for work performed on an "in-lieu-of" holiday.

- 2 Night Pay is not available for employees under this system since the tour of duty includes 8 or more hours available for work during the daytime hours, e.g., 6 a.m. to 6 p.m.
- 3 Sunday Pay is not available for employees under this system since Sunday is not a part of the basic work requirement and the working of credit hours is not an entitlement to Sunday pay.

## I LEAVE

- 1 Time off work during a core time band that is not covered by a deviation must be charged to the appropriate leave category unless it is covered by credit hours or compensatory time off. An employee may choose to charge time off during a flexible time band to an appropriate leave category; however, there is no requirement that individuals use the flexible time bands for medical or dental appointments or other personal matters in-lieu-of sick or annual leave.
- 2 A day's leave. The maximum amount of leave which an employee may apply to the basic work requirement for any given day is the number of hours the employee is scheduled to work on that day.
- 3 Excused absence, e.g. administrative leave for hazardous weather or for voting opportunity, should be granted based on the "normal pattern of scheduled 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 scheduled arrival time for the previous 2-week period. The latter method should only be used if there is no discernible pattern to the employee's arrival times.
- 4 Official leave, e.g., jury duty, witness, voting, court or military leave. Under maxiflex the definition of a "day" as spoken to in the law refers to 8 hours. Thus, employees should, with their supervisor's approval, adjust their schedule so that they are accountable for only 8 hours of work on days that will be used for such official leave.

## J TEMPORARY DUTY STATIONS AND TRAVEL

- 1 Temporary duty station. The traveler's daily schedule is that of the temporary duty station.
- 2 Travel time during the basic work requirement (exempt and nonexempt employees), or travel during hours that correspond to the basic work requirement (nonexempt employees only), are hours of work. In calculating the hours that correspond to the basic work requirement, the arrival time at work shall be based on the "normal pattern of arrival" (see I 3 above).

Travel to events administratively uncontrollable (e.g., nongovernmental training given by a private company for

## J TEMPORARY DUTY STATIONS AND TRAVEL (Continued)

its own people) is hours of work. It should be noted that most events are administratively controllable. Such work, if it is outside the basic week requirement, is overtime/compensatory time--not credit hours.

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

For nonexempt employees the time spent outside regular working hours is considered hours of work if:

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

Even though this time under FLSA is hours of work, because such training is scheduled by management, these hours of work cannot be converted to credit hours and have to be counted as overtime/compensatory time.

It is suggested that before employees are sent to training or meetings that their schedule be changed to match the times of the training.

The above guidance also applies to meetings if they meet the conditions of a, b, or c.

## K LABOR MANAGEMENT RELATIONS CONSIDERATIONS

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

## L TERMINATION

If an employee transfers to a unit that does not allow the taking of credit hours or if they leave the government,

## L TERMINATION (Continued)

the credit hours are paid off at the hourly rate. The AD-343, Payroll Action Request, is used to process the payment for a credit hour balance.



R. D. PLOWMAN  
Administrator

## Exhibits

- 1 ARS-331
- 2 Maxiflex Chart

TIME AND ATTENDANCE LOG

TIME	Master Schedule							2. Scheduled Tour							3. Social Security Number							4. Year							5. P.P.							6. Total Leave Used This Pay Period												
	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri
1. Employee Name (Please Print Last, First, Initial)	EXAMPLE																																															
INSTRUCTIONS: Please read instructions on reverse before completing form																																																
9. TIME	7. Regular Scheduled Overtime																																															
Basic Work Requirement	10. Absent During Basic Work Requirement																																															
11. Initials	13. Transaction																																															
12. Accounting Data	14. Time in Pay Status (Hours)																																															
16. Total Time With Pay	18. Other Time (Hours)																																															
20. Total Other Time																																																

ARS-331 (09/90)  
(Local Reproduction)

ARS-331 (09/90)  
Reverse

Instructions for Completing ARS-331  
**Time and Attendance Log**  
(Information Required to be Completed Will Vary  
Depending on Employment Type/Management)

**Transaction Codes**

- 01 — Regular Time - Base Rate
- 04 — Sunday Differential
- 05 — Sunday Differential with Night Differential
- 11 — Night Differential
- 12 — Compensatory Time Earned with Night Differential
- 13 — Night Differential on Sunday Double Time (See T/C 22)
- 14 — Hazard Pay Differential
- 17 — Commute Use of Government Auto
- 18 — Overtime on Grain Appeal
- 19 — Overtime Over 8 Hours Per Pay Within 40 Hour Week
- 21 — Overtime Over 40 Hours Per Week
- 22 — Double Time for Sunday Work (Plant Quarantine & Animal Health Import-Export Inspectors Only)
- 23 — Overtime Under FLSA Only
- 24 — Overtime Travel Under Title V
- 25 — Overtime in Excess of 40 Hours Per Week With Night Differential
- 26 — Overtime Over 8 Hours Per Day Within 40 Hour Week With Night Differential
- 29 — Credit Leave Earned
- 30 — Overtime Call Back - No Work Performed - Compensable Under Title V Only
- 31 — Holiday Work
- 32 — Compensatory Time Earned in Lieu of Overtime at the Premium Rate
- 33 — Overtime Call Back - No Work Performed on Sunday (Plant Quarantine and Animal Inspection Import-Export Inspectors Only - Compensable Under Title V Only)
- 35 — Regular Time - Basic, Renegotiations or Reopener Negotiations
- 36 — Regular Time - Mid Term Negotiations
- 37 — Regular Time - On-going Labor-Management Relationship
- 38 — Regular Time - Grievances and Appeals
- 40 — Home Leave Earned
- 41 — Administratively Uncontrollable Overtime (AUO) or Standby Time (Annual Basis)
- 45 — Begin Cost of Living Allowance
- 46 — Begin Foreign Post Differential
- 47 — Discontinue Cost of Living Allowance
- 48 — Discontinue Foreign Post Differential
- 49 — Remote Worksite Allowance/Quarters Allowance
- 50 — Credit Leave Taken
- 60 — Compensatory Time Used - Religious Observance
- 61 — Annual Leave Taken
- 62 — Sick Leave Taken
- 63 — Restored Annual Leave
- 64 — Compensatory Time Used
- 65 — Military Leave - Regular
- 66 — Other Leave Taken
- 67 — OWCP Injury Leave
- 68 — Military Leave - Emergency
- 69 — Home Leave
- 71 — Leave Without Pay (LWOP)
- 72 — Absence Without Official Leave (AWOL)
- 73 — Suspension
- 74 — Furlough
- 86 — Commisary Deduction
- 89 — Imprest Fund Deduction
- 91 — Quarters/Subsistence Deduction
- 92 — Merit Deduction

ITEMS 1 THROUGH 5: Self-explanatory

ITEM 6: Enter Total sick and annual leave used for the current pay period.

ITEM 7: Enter a "1" for 1st week scheduled for overtime, "2" for 2nd week scheduled for overtime, "3" for both weeks scheduled for overtime. If overtime is not regular scheduled leave this field blank.

ITEM 8: Enter Pay Period dates.

ITEMS 9 THROUGH 11: Complete the Time In Block for the day showing the clock time when the employee starts work. Complete the Time Out block for the day showing clock time when the employee stopped work. If the employee is not in work status for any part of the day complete the Absent from/to blocks showing clock time when absence began and ended. Employee/supervisor initial appropriate block at the end of each day certifying that times shown in Time In/Out and Absent From/To blocks are correct.

ITEM 12: Enter accounting data information, if required.

ITEM 13: Under TRANSACTION enter the appropriate transaction code, and, if needed a prefix and/or suffix, for each line item. (See PC-TARE handbook for all available codes)

ITEM 14: At the end of each day, allot the appropriate number of hours to each transaction code/accounting data information. (This includes Compensatory Time Used and Overtime Worked)

ITEM 15: Enter the hours worked or leave taken under TOTAL HOURS - 1st WEEK and 2nd WEEK.

ITEM 16: Enter Total Time with Pay for each Day.

ITEM 17: Enter Total Weekly Time in Pay Status for each week.

ITEM 18: At the end of each day, allot the appropriate number of hours of Other Time, including designation of the category. Included under this section are Leave Without Pay (LWOP), Absence Without Official Leave (AWOL), and Compensatory Time Earned.

ITEM 19: Enter hourly total, by week allotted to each category of Other Time (includes Leave Without Pay (LWOP), Absence Without Official Leave (AWOL) and Compensatory Time Earned).

ITEM 20: Enter total hours of Other Time for each day shown under item 18.

ITEM 21: Enter total weekly Other Time (Hours)



Instructions for Completing ARS-331  
**Time and Attendance Log**

(Information Required to be Completed Will Vary  
 Depending on Employment Type/Management)

ITEMS 1 THROUGH 5: Self-explanatory

ITEM 6: Enter Total sick and annual leave used for the current pay period.

ITEM 7: Enter Pay Period dates.

ITEMS 8 THROUGH 10: Complete the Time In Block for the day showing the clock time when the employee starts work. Complete the Time Out block for the day showing clock time when the employee stopped work. If the employee is not in work status for any part of the day complete the Absent from/to blocks showing clock time when absence began and ended. Employee/supervisor initial appropriate block at the end of each day certifying that times shown in Time In/Out and Absent From/To blocks are correct.

ITEM 11: Enter accounting data information, if required.

ITEM 12: Under TRANSACTION enter the appropriate transaction code, and, if needed a prefix and/or suffix, for each line item. (See PC-TARE handbook for all available codes.)

ITEM 13: At the end of each day, allot the appropriate number of hours to each transaction code/accounting data information. (This includes Compensatory Time Used and Overtime Worked.)

ITEM 14: Enter the hours worked or leave taken under TOTAL HOURS - 1st WEEK and 2nd WEEK.

ITEM 15: Enter Total Time with Pay for each Day.

ITEM 16: Enter Total Weekly Time in Pay Status for each week.

ITEM 17: At the end of each day, allot the appropriate number of hours of Other Time, including designation of the category. Included under this section are Leave Without Pay (LWOP), Absence Without Official Leave (AWOL), and Compensatory Time Earned.

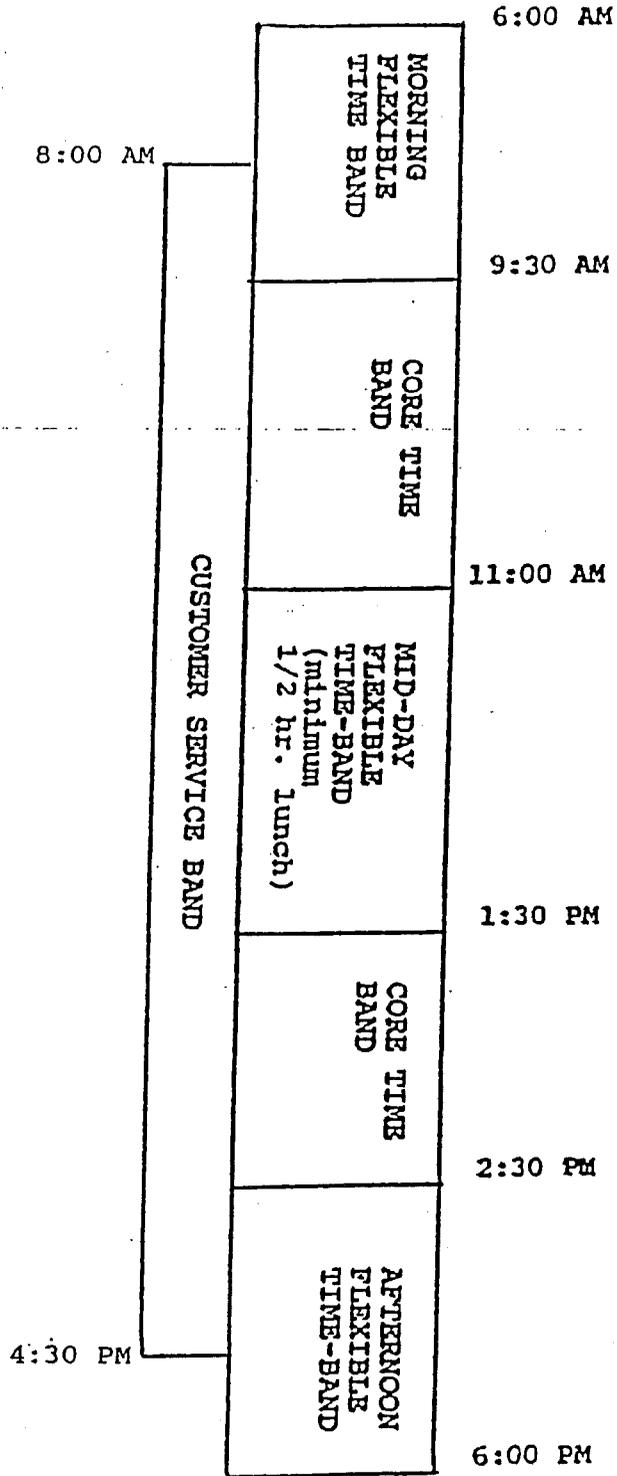
ITEM 18: Enter hourly total, by week allotted to each category of Other Time (includes Leave Without Pay (LWOP), Absence Without Official Leave (AWOL) and Compensatory Time Earned).

ITEM 19: Enter total hours of Other Time for each day shown under item 17.

ITEM 20: Enter total weekly Other Time (Hours)

**Transaction Codes**

- 01 -- Regular Time - Base Rate
- 04 -- Sunday Differential
- 05 -- Sunday Differential with Night Differential
- 11 -- Night Differential
- 12 -- Compensatory Time Earned with Night Differential
- 13 -- Night Differential on Sunday Double Time (See T/C 22)
- 14 -- Hazard Pay Differential
- 17 -- Commute Use of Government Auto
- 18 -- Overtime on Grain Appeal
- 19 -- Overtime Over 8 Hours Per Pay Within 40 Hour Week
- 21 -- Overtime Over 40 Hours Per Week
- 22 -- Double Time for Sunday Work (Plant Quarantine & Animal Health Import-Export Inspectors Only)
- 23 -- Overtime Under FLSA Only
- 24 -- Overtime Travel Under Title V
- 25 -- Overtime in Excess of 40 Hours Per Week With Night Differential
- 26 -- Overtime Over 8 Hours Per Day Within 40 Hour Week With Night Differential
- 29 -- Credit Leave Earned
- 30 -- Overtime Call Back - No Work Performed - Compensable Under Title V Only
- 31 -- Holiday Work
- 32 -- Compensatory Time Earned in Lieu of Overtime at the Premium Rate
- 33 -- Overtime Call Back - No Work Performed on Sunday (Plant Quarantine and Animal Inspection Import-Export Inspectors Only - Compensable Under Title V Only)
- 35 -- Regular Time - Basic, Renegotiations or Reopener Negotiations
- 36 -- Regular Time - Mid Term Negotiations
- 37 -- Regular Time - On-going Labor-Management Relationship
- 38 -- Regular Time - Grievances and Appeals
- 40 -- Home Leave Earned
- 41 -- Administratively Uncontrollable Overtime (AUO) or Standby Time (Annual Basis)
- 45 -- Begin Cost of Living Allowance
- 46 -- Begin Foreign Post Differential
- 47 -- Discontinue Cost of Living Allowance
- 48 -- Discontinue Foreign Post Differential
- 49 -- Remote Worksite Allowance/Quarters Allowance
- 50 -- Credit Leave Taken
- 60 -- Compensatory Time Used - Religious Observance
- 61 -- Annual Leave Taken
- 62 -- Sick Leave Taken
- 63 -- Restored Annual Leave
- 64 -- Compensatory Time Used
- 65 -- Military Leave - Regular
- 66 -- Other Leave Taken
- 67 -- OWCP Injury Leave
- 68 -- Military Leave - Emergency
- 69 -- Home Leave
- 71 -- Leave Without Pay (LWOP)
- 72 -- Absence Without Official Leave (AWOL)
- 73 -- Suspension
- 74 -- Furlough
- 86 -- Commissary Deduction
- 89 -- Imprest Fund Deduction
- 91 -- Quarters/Subsistence Deduction
- 92 -- Meals Deduction



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