

LABOR-MANAGEMENT RELATIONS AGREEMENT
BETWEEN THE
U.S. DEPARTMENT OF AGRICULTURE
SCIENCE AND EDUCATION ADMINISTRATION
AGRICULTURAL RESEARCH
SOUTHERN REGION
FLORIDA-ANTILLES AREA

AND

NATIONAL FEDERATION OF FEDERAL EMPLOYEES
LOCAL NO. 1752

ORLANDO, FLORIDA

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Included: All nonprofessional General Schedule and Wage Grade employees of the U.S. Department of Agriculture, Science and Education Administration, Agricultural Research, Southern Region, Florida-Antilles Area.

Excluded: All professional employees, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, and supervisors as defined in Executive Order 11491, as amended.

ARTICLE II CONTROLLING AUTHORITY AND REQUIREMENTS OF THE ORDER

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

Section 2. The provisions and requirements of sections 12(a), 12(b), and 12(c) of Executive Order 11491, as amended, shall apply to this agreement, and to all supplemental, implementing, subsidiary, or informal agreements between the parties.

ARTICLE III RIGHTS OF THE EMPLOYER

Section 1. Management officials of the Agency retain the right in accordance with applicable laws and regulations:

- (1) to direct employees of the Agency;
- (2) to hire, promote, transfer, assign, and retain employees in positions within the Agency and to suspend, demote, discharge or take other disciplinary action against employees;
- (3) to relieve employees from duties because of lack of work or for other legitimate reasons;
- (4) to maintain the efficiency of the Government operations entrusted to them;
- (5) to determine the methods, means, and personnel by which such operations are to be conducted; and
- (6) to take whatever actions may be necessary to carry out the mission of the Agency in situations of emergency.

Section 2. Management officials and supervisors retain the right to have informal discussions with individual employees without the presence of Union officials and representatives. Informal discussions include but are not limited to such matters as individual work assignments, performance evaluations or ratings, and career counseling.

ARTICLE IV RIGHTS OF THE UNION

Section 1. As provided by Section 10(E) of the Order, the Union "is the exclusive representative of employees in the unit and is entitled to act for and to negotiate agreements covering all employees in the unit. It is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership." The Union "shall be given the opportunity to be represented at formal discussions between management and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the unit."

Section 2. The Union will supply the Employer, in writing, and will maintain on a current basis a list of Union officials, including stewards, designating the area each is authorized to represent. Further, the Employer agrees to recognize the duly elected officers and officials, including stewards.

Section 3. The Union may designate stewards at each location within the area, however, no one location may have more than four stewards. The total number of stewards designated shall not exceed one steward for every 20 unit employees in the area. Normally, employees will be represented by stewards within their designated areas. However, employees may be represented by stewards outside their assigned areas if the designated steward is unavailable.

Section 4. The designated Union official who is a unit employee will be allowed a reasonable amount of official time, if he/she is otherwise in an active duty status, for receiving employee grievances, making appropriate inquiries and presenting grievances to management officials and supervisors over personnel policies and practices and other matters affecting the general working conditions of employees in the unit. Unless otherwise specified in this Agreement, designated Union officials will not be given official time for travel outside of the commuting area, nor will travel or other expenses be paid by the Employer.

Section 5. In performing representational activities under Section 4 above, the following conditions shall apply:

(1) The designated Union official shall obtain the permission of his/her supervisor prior to leaving his work site on performing any representational activities and shall notify his/her supervisor upon his/her return or when representational activities are concluded.

(2) The supervisor shall release the designated Union official from duty within a reasonable period of time except in an emergency situation or where there would be undue interruption of work.

(3) The designated Union official shall advise the supervisor of the employee to be represented upon his/her arrival and departure.

(4) Supervisors shall make their employees available to the designated Union official except in emergency situations or when there would be undue interruption of the work. Management may request the designated Union official to conduct his/her business at a more appropriate time.

The Union acknowledges the Employer's obligation to accurately record the amount of official time spent by unit employees on representational activities and will encourage unit employee officials to report the amount of official time used.

Section 6. The Employer will recognize representatives of the NFFE National Office. The Union will provide notice to the Employer prior to visits made by representatives of the National Office. Such outside Union officers and representatives will advise the Laboratory Director or Research Leader, as appropriate, of their arrival and departure from the Location's facilities.

Section 7. As provided by Section 20 of the Order "solicitation of membership or dues and other internal business of a labor organization shall be conducted during the nonduty hours of the employees concerned."

Section 8. Upon request to the Employer and subject to normal security limitations and workload, the Union shall be granted authority to conduct no more than two (2) membership drives of up to thirty (30) days' duration each year, before and after duty hours and during lunch periods. Requests for the use of official facilities should be made directly to the individual Laboratory Director or Research Leader, where appropriate.

Section 9. The Employer will allow up to 12 unit employees designated by the Union official leave during each year of this Agreement to attend labor relations training of mutual benefit to the Union and the Employer. Each designated employee will be permitted no more than 8 hours of such leave for each year of the contract.

ARTICLE V

RIGHTS OF EMPLOYEES

Section 1. As provided by Section 1(a) of Executive Order 11491 as amended, each unit employee "has the right freely and without fear of penalty or reprisal to form, join, and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in [the] Order the right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the Congress or other appropriate authority."

Section 2. As provided by Section 7 (d) (1) of the Order, recognition of a labor organization does not "preclude an employee regardless of whether he is in a unit of exclusive recognition from exercising grievance or appellate rights established by law or regulation or from choosing his own representative in a grievance or appellate action except when the grievance is covered under a negotiated procedure as provided in Section 13 [of the Order]."

Section 3. As provided by Section 12(c) of the Order, "Nothing in the agreement shall require an employee to become or to remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions."

Section 4. As provided by Section 19(a)(4) of the Order, the Employer shall not "discipline or otherwise discriminate against an employee because he has filed a complaint or given testimony under this Order."

Section 5. The Employer recognizes the voluntary nature of participation in or donations to charities and agrees not to require employees to participate in such activities.

ARTICLE VI

NEGOTIATIONS AND CONSULTATION

Section 1. Consultation for the purpose of this Agreement is defined as verbal discussion or written communication (or both) with the Union for the purpose of obtaining its views on appropriate matters of concern regarding personnel policies, practices, and working conditions of employees in the unit.

Section 2. If changes in law or regulations of higher authorities outside the Department render provisions of this Agreement inoperative, the parties shall meet within 45 days following the request of either party (except by mutual consent when either party has scheduling problems) to renegotiate the effected provisions. Such negotiations shall be limited to those provisions rendered inoperative and shall not include any other matters.

Section 3. To allow for consideration of matters of mutual concern, excluding grievances, the parties shall establish a joint Labor Management Relations Committee, composed of not more than 4 members appointed by each party. The committee shall meet during duty hours at the request of either party (upon at least 5 workdays' notice, unless otherwise mutually agreed) but not more than quarterly. Each party shall notify the other in writing of the 4 members appointed to the committee and any subsequent changes in membership. Employee members of the Union team will not suffer loss of leave or pay as a result of attending the meetings. However, the Employer will not pay travel, overtime, or other expenses for Union members in conjunction with these meetings.

Section 4. The Employer will provide the Union at least 30 days advanced notice prior to implementing any proposed new or changes to established personnel policies and practices that are within the discretion of the Area Director, except in emergency situations or where otherwise mutually agreed.

ARTICLE VII

DISCIPLINARY AND ADVERSE ACTIONS

Section 1. When the Employer delivers a letter of proposed adverse or disciplinary action and any letter of decision, the affected employee will be asked to indicate in writing if he/she does or does not want an extra copy of the letter to be sent to the Union or other designated representative if appropriate. The Employer agrees to transmit an extra copy to the Union or other designated representative, if the employee has so indicated.

Section 2. The Employer agrees to notify the Union of adverse action hearings and to allow a Union official acting as an observer to attend such hearings of unit employees, if the Employer has not designated a Union official as his/her representative. Such attendance shall be on official time. However, overtime, travel, or other expenses shall not be paid to such observers.

ARTICLE VIII

VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. Dues deductions for eligible employees shall be processed in accordance with the current Memorandum of Understanding between the U.S. Department of Agriculture and the National Federation of Federal Employees. The Memorandum currently in effect shall be attached to this agreement as Appendix A.

Section 2. In the event the U.S. Department of Agriculture and the National Federation of Federal Employees do not renew the aforementioned Memorandum of Understanding, dues deductions for eligible employees shall be processed for the life of this agreement in accordance with the procedures outlined in the appendix memorandum.

ARTICLE IX

MERIT PROMOTION PROCEDURES

Section 1. The Employer agrees to post all job announcements received from the USDA and the CSC on appropriate bulletin boards within 1 workday of receipt of such announcements. Announcements will normally be posted for 5 days. If a SEA job announcement is not received in time to permit posting at least 5 days in advance of the closing date, the Employer will, upon request of the Union or an employee, seek an extension of time to submit an application.

Section 2. When an ad hoc Merit Promotion Committee is convened for the purpose of determining highly qualified candidates for a vacancy within the unit, and the Area is provided an opportunity to name members to the Committee, the Union will be permitted to nominate one full-voting member to the Committee. At a minimum, the Union nominee shall have a basic familiarity with the position to be filled, and not be an applicant for the vacancy or a relative of any applicants.

Section 3. Consistent with the Agency merit promotion plan, applicants for vacant positions shall be advised of the final status of their applications.

Section 4. An employee who is involuntarily demoted without personal cause shall be entitled to consideration for repromotion consistent with FPM Chapter 335, Subchapter 4-3.

ARTICLE X

POSITION CLASSIFICATION

Section 1. Any Unit employee who feels that he/she is performing duties outside the scope of his/her position description, or that his/her position description is inaccurately described or classified, may request, through the immediate supervisor, that the position description be reviewed.

Section 2. When an employee alleges inequities in his/her position description or classification, he/she shall 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.)

ARTICLE XIEMPLOYEE DEVELOPMENT AND TRAINING

Section 1. The Employer acknowledges the importance of training and employee development to the mission of the Area and to the morale and well-being of employees. The Employer agrees, therefore, to consider the desires of employees and the benefit to the Government in planning and scheduling employee training. The Employer further agrees to consult with the Union on training needs, consistent with the provisions of this agreement, for the safe and efficient performance of the duties of unit employees.

Section 2. The Employer agrees to post on the bulletin boards copies of training course announcements.

Section 3. The Employer agrees to inform unit employees of the Southern Region's "Upward Mobility Plan" when the program is established and approved. The Employer will consult and/or negotiate with the Union on the impact of the plan on unit employees, consistent with the terms and conditions of this agreement.

ARTICLE XIIHOURS OF WORK, BREAKS AND OVERTIME

Section 1. In view of an anticipated change in Agency regulations regarding flextime, the parties agree to reopen negotiations on this article, upon request of the Union, following the implementation of the new regulation.

Section 2. Employees in the unit will be granted on 15-minute rest break in the morning and one in the afternoon upon notification to their immediate supervisor. Such rest breaks shall begin no earlier than 1 hour after the beginning of an employee's tour of duty and 1 hour after an employee's lunch break. No rest break may begin later than 1 hour and 15 minutes before an employee's scheduled lunch break and 1 hour and 15 minutes before the end of the employee's scheduled tour of duty.

Employees shall delay or reschedule their rest breaks at the request of the immediate supervisor.

Section 3. When a unit employee's supervisor determines that an overtime assignment will last at least 4 hours, the employee will be granted one 15-minute rest break for each 4 hours worked.

Section 4. Overtime work which is anticipated in advance, but which is not included as a part of an employee's regularly scheduled tour of duty, will be offered to the employee who would normally be required to perform the work during his/her regular tour of duty. However, when the employee who would normally perform

the work declines or is otherwise unavailable, the overtime work will be assigned as follows:

- A. Employees of the same grade and job series in the same organizational unit will be offered the overtime as equitably as possible.
- B. If employees identified under Section (A) above decline the overtime work, the Employer will take whatever action is necessary to insure that the work is performed.

Section 5. The Employer will maintain records on the distribution of overtime.

ARTICLE XIII

SAFETY AND HEALTH

Section 1. The Union will be permitted to designate one representative to each location Safety Committee. The employee designated to serve on the Safety Committees shall not suffer loss of leave or pay while serving in such a capacity.

Section 2. The Union will be provided a copy of the minutes of all Safety Committee meetings as well as a copy of all reports submitted by location Safety representatives to the Area Director.

Section 3. In the course of performing their normally assigned responsibilities, employees and their representatives shall be alert to observe all hazardous equipment and conditions as well as environmental conditions which represent health hazards. If an unsafe or unhealthy condition is observed, employees or their representatives shall report it to the immediate supervisor. The responsible supervisor shall inspect the job to ensure that it is safe before requiring an employee to carry out a work assignment. If the matter is not resolved at this level, the Union may request that the next higher level of management be consulted to resolve the questions.

Section 4. Employees should immediately inform their immediate supervisor of all injuries or illnesses which occur on the job.

Section 5. In the case of a lost-time injury, the Employer shall notify the appropriate Union steward as soon as possible.

Section 6. Information on Federal Employee Compensation may be obtained through the Area office at any time. However, an employee suffering a job-connected injury or illness and/or his representative may request immediate assistance regarding a claim for compensation for such illness or injury and the Employer will provide such assistance.

Section 7. The Employer will make every reasonable effort to assign an employee lighter duties on a temporary basis when supported by an acceptable medical certificate.

Section 8. When a safety inspection is conducted at the Laboratory, the Union may designate one representative to accompany the inspector(s). The representative will normally be the employee serving as a Union representative on the location's Safety Committee. If the designated representative would otherwise be in an active duty status, he/she will be permitted official time to participate in the inspection. Such official time shall not be used to accompany the inspector during confidential meetings with employees or supervisors or for assistance to the inspector in preparing his findings.

Section 9. The Employer agrees to provide health services designed to detect and eliminate job-related health hazards. The Employer also agrees to explore means of providing other health services such as flu shots, chest X-rays, glaucoma examinations, diabetes tests, and pap tests; whenever possible, these health services will be provided without cost to the employees.

ARTICLE XIV

OFFICIAL FACILITIES AND SERVICES

Section 1. Upon notification to the Employer (normally 48 hours in advance), the Employer agrees to provide the Union with space for meetings to be held during nonduty hours, but not extending beyond 7:30 p.m. Further, upon specific request, and subject to availability, the Employer agrees to provide space during official duty hours for representational activities consistent with the terms of this agreement. If the requested space is not available, the Union will be so advised in order that other arrangements can be made.

Section 2. The Employer agrees to permit designated Union officers and stewards the use of official telephones for representational activities consistent with this agreement, according to the following procedures:

1. A specific request for use of the phone must be made to the laboratory director or research leader, where appropriate.
2. A record of the call shall be made by the Union official indicating the party contacted, and nature of the business discussed.

Section 3. The Employer agrees to provide the Union president with a locked file cabinet for the exclusive use of the Union. If practicable, the file cabinet will be located in close proximity to the work area of the local Union president.

Section 4. The Employer agrees to distribute Union literature within each location's internal mail system. The Union agrees that literature to be distributed shall be addressed or identified for delivery to individual unit employees or management officials by name.

Section 5. The Employer agrees to designate bulletin board space not less than 24" X 18" at each location having unit employees for the exclusive use of the Union for posting of notices, information, and literature. All materials to be posted shall be submitted to the Employer for review at least 1 workday prior to posting.

Section 6. Copies of this agreement will be furnished to all unit employees. Twenty-five copies of the agreement will be furnished to the Union for its use. The cost of reproducing the agreement will be paid by the Employer.

Section 7. The Employer will furnish the Union, on a quarterly basis, a list of all unit employees, including their names, grades, position title, classification series, and organizational location.

Section 8. The Employer agrees to supply the Union with the SEA Administrative Memorandums on the following subjects:

- Overtime
- Leave
- Details of Personnel
- Within-Grade Increases
- Reductions in Force
- Merit Promotion
- Safety and Health Policy and Program
- Performance, et al.
- Adverse Action Appeals
- Unsatisfactory Performances, et al.

In addition, Science and Education Administrative Memorandums, Temporary Circulars and other regulations issued to the Area will be made available to Union officials for their review in the Administrative Office of each location.

Section 9. The Union agrees to provide the Employer copies of the NFFE Health Benefits brochure which will be available in the Administrative Office to unit employees at the individual locations. The Employer agrees to provide a copy of the NFFE Health Benefits brochure to each new unit employee if such brochures are supplied to the Employer by the Union.

ARTICLE XV ORIENTATION OF NEW UNIT EMPLOYEES

Section . The Employer agrees to advise new unit employees as a part of their orientation that the Union has been recognized as the exclusive representative of the employees in the unit. New employees will also be provided a copy of this agreement and a list of current Union officers and stewards (such lists to be provided to the Employer by the Union).

ARTICLE XVI EQUAL EMPLOYMENT OPPORTUNITY

Section 1. As provided by Executive Order 11478, as amended, the Employer agrees "to provide equal opportunity in Federal employment for all persons, to prohibit discrimination in employment because of race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a continuing affirmative program in each executive department and Agency. This policy of equal opportunity applies to and must be an integral part of every aspect of personnel policy and practice in the employment, development, advancement, and treatment of civilian employees of the Federal Government."

Section 2. The Employer agrees to permit the Union to submit nominations for a position on the Area EEO Advisory Committee.

Section 3. In recommending candidates for the position of EEO Counselor, the Area Director will give full consideration to nominees proposed by the Union. Such nominations will be made in writing and submitted as expeditiously as possible.

ARTICLE XVII GRIEVANCE PROCEDURE

Section 1. The purpose of this Article is to provide a mutually satisfactory and exclusive procedure applicable only to the unit for consideration of grievances within the scope of this Article.

Section 2. A grievance may be undertaken by the Union, the Employer, an employee, or a group of employees. Only the Union or a representative approved by the Union may represent employees in grievances handled under this procedure. Any employee or group of employees in the unit may present grievances to the Employer and have them adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement and the Union has been given the opportunity to be present at all formal meetings in accordance with Article IV, Section 1, including the adjustment.

Section 3. Matters covered by this procedure:

- A. Matters of concern or dissatisfaction to employees in the unit that are within the control of the Area Director and which are not otherwise excludable under Section 3 of this Article.
- B. Questions over the interpretation or application of this Agreement.

Section 4. Matters excluded from coverage under this procedure:

- A. Matters for which a statutory appeals procedure exists.
- B. A grievance for which the desired relief would constitute a change to established personnel policies and practices or other matters affecting working conditions of employees in the unit, and which would therefore be subject to negotiations between the Employer and the Union.
- C. Grievability or arbitrability questions, which shall be referred to the Assistant Secretary of Labor for Labor-Management Relations.
- D. The content of the policies and regulations of SEA and the Department of Agriculture regardless of whether such policies or regulations are quoted, cited or otherwise incorporated or referenced in this Agreement.
- E. Nonselection for promotion from a group of properly ranked and certified candidates.
- F. An action terminating a temporary promotion within a maximum period of two years and returning the employee to the position from which he/she was temporarily promoted or reassigning or demoting him/her to a different position that is not at a lower grade or level than the position from which he/she was temporarily promoted.
- G. Nonadoption of a suggestion or disapproval of a quality salary increase, performance award, or other kind of honorary or discretionary award.
- H. A preliminary warning or notice of a specific action which, if effected, would be otherwise grievable or appealable.
- I. Separation actions not otherwise covered under statutory appeals procedures.
- J. Matters beyond the discretion and control of the Area Director.

Section 5. The following procedures are established for the resolution of grievances:

Step 1. A grievant shall seek informal resolution of a complaint with the immediate supervisor within 15 workdays of the event (or knowledge thereof) giving rise to the grievance. The grievant may request that a Union representative be present to discuss the matter with the supervisor.

Step 2. If no satisfactory settlement is reached within 10 workdays, the grievant and/or his/her representative shall reduce the grievance to writing (including, at a minimum, the grievant's name and title, the reason(s) for the complaint, the attempts made to resolve the grievance informally, the desired relief, and any supporting documentation) and present it to the Research Leader or Administrative Officer (as appropriate). Within 7 workdays of receipt of a timely grievance, the Research Leader or Administrative Officer will discuss the grievance with the grievant and/or his/her representative, make appropriate inquiries, and issue a written determination on the matter.

Step 3. If the grievant is not satisfied with the written determination of the Research Leader or the Administrative Officer, the grievance may be submitted in writing to the Laboratory Director (if appropriate; otherwise, proceed to next step) within 7 workdays of receipt of the decision. The Laboratory Director will take any appropriate action to resolve the grievance, including a discussion with the grievant and/or his/her representative and will issue a written decision within 7 workdays of receipt of the grievance.

Step 4. If the grievant is not satisfied with the decision of the Research Leader, Administrative Officer, or Laboratory Director, as appropriate, the grievance may be submitted to the Area Director within 7 workdays of receipt of the decision. The Area Director will take any appropriate action to resolve the grievance and will issue a written decision within 15 workdays of his receipt of the grievance.

Section 6. If the Union is not satisfied with the decision of the Area Director, it may submit a grievance to arbitration, in accordance with the following procedures:

A. A request for arbitration must be made within 20 workdays of the decision of the Area Director. The notice referring the grievance to arbitration must be in writing and signed by the Union president.

B. Within 10 workdays after a request for arbitration is received by the Area Director, the parties shall execute a joint request to the FMCS for a panel of 7 qualified arbitrators and to decide the precise issue to be submitted to arbitration. Within 7 workdays of the receipt of the panel, the parties will select an arbitrator. If there is no mutual agreement, the parties shall select by alternately striking names. A coin toss will determine who strikes first. In subsequent arbitrations, the party to strike first will be alternated between the Union and the Employer. If the parties are unable to decide the issue to be submitted to the arbitrator, they shall submit a statement which includes their respective positions on the issue(s). The Arbitrator shall decide which issue is appropriate but shall not compromise either issue or consider other issues not submitted by either party.

C. The Arbitrator shall be the sole judge of the procedures to be followed in deciding the grievance. Unit employees who are called as witnesses at a hearing shall suffer no loss of pay, if they are otherwise in an active duty status.

D. The Arbitrator shall have no authority to add to, subtract from or modify the provisions of this Agreement, or mandate any abatement procedure involving the application of safety and health policies, regulations, or standards (although the Arbitrator may direct that the hazard be abated).

E. The decision of the Arbitrator is binding, except that either party may appeal the award to the FLRC under the rules of the Council and the regulations of the Department. The party submitting the appeal will notify the other party prior to such submission.

F. All fees and expenses of the Arbitrator shall be borne equally by the parties.

ARTICLE XVIII

EFFECTIVE DATE AND TERM

Section 1. The effective date of this agreement shall be the date of approval by the Director of Personnel, U.S. Department of Agriculture. It shall remain in effect for three years. The agreement shall be automatically renewed on the anniversary date for an additional one-year period unless not more than 90 and not less than 60 days prior to such date either party gives written notice to the other of its desire to terminate or modify the agreement. The notice must be acknowledged by the other party promptly upon receipt. Upon such notice being given, the agreement shall terminate on its anniversary date unless the parties mutually agree to extend the agreement for a specified period of time.

Section 2. The parties agree that there may be one reopening on Article XVII (Grievance Procedure) no sooner than November 3, 1979. A written notice sent by certified mail by either party for reopening shall be submitted; and the parties shall meet within 45 days from the date of the receipt of such notice, unless extended by mutual consent. At least 10 days in advance of the scheduled negotiations, the parties shall exchange their proposed changes to Article XVII. The provisions of Article XVII shall remain in effect until a revised Article is signed by the parties and approved by the Director of Personnel of the Department of Agriculture.

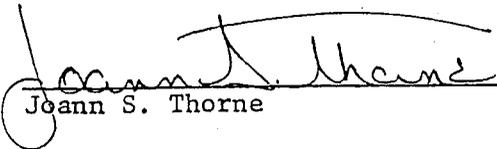
Section 3. Amendments or supplements to this agreement may be made at any time to reflect legal or regulatory changes or when mutually desired by the parties. Any supplement or amendment to this agreement shall become effective when approved by the Director of Personnel of the Department and will remain in effect during the remaining life of this agreement, unless terminated or modified by the parties.

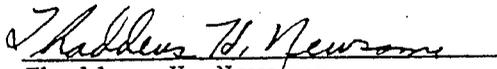
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement
on this 3rd day of November, 1978.

FOR THE EMPLOYER:


Dan Ellerman
Chief Negotiator

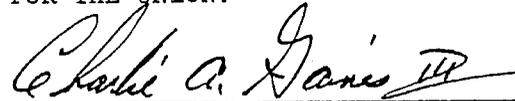

Franklin H. Satimore

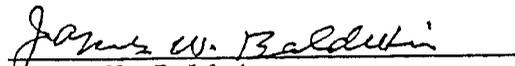

Joann S. Thorne

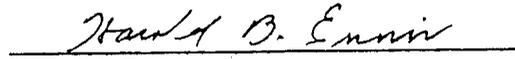

Thaddeus H. Newsome


Gordon K. Rasmussen

FOR THE UNION:


Charlie A. Gaines III
Chief Negotiator


James W. Baldwin


Harold Ennis


Seymour Beecroft

APPROVED by Director of Personnel, USDA and effective Dec. 13, 1978.

MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT OF AGRICULTURE AND THE NATIONAL FEDERATION
OF FEDERAL EMPLOYEES

Appendix A

This Memorandum of Understanding is between the Department of Agriculture, hereinafter referred to as USDA, and the National Federation of Federal Employees, hereinafter referred to as NFFE.

I. It is agreed that this Agreement is subject to and governed by the rules and regulations issued by the U.S. Civil Service Commission (5 CFR 550.301 - 550.309) and USDA and will be modified as necessary by any future amendments to said rules and regulations.

II. Because NFFE has substantial membership and a substantial number of Exclusive Recognitions within USDA, the USDA will permit any employee of the USDA who is a member of the NFFE and included within a bargaining unit for which NFFE has Exclusive Recognition to make a voluntary allotment for the payment of dues to the NFFE and will recover the established fee for making the deductions. Such deductions shall begin after certification by the Department of Labor, if necessary, and upon appropriate request by the Local or National Office of the NFFE. The parties agree that normally all negotiations should be concluded, and a collective bargaining agreement entered into within one year of the date of certification by the Department of Labor. In order to achieve this goal, the parties agree to encourage and use all good faith efforts to ensure that negotiations occur on a timely basis and that good faith efforts will be made to resolve any dispute or impasse that may occur during the course of the negotiations. This memorandum shall be made a part of every Local agreement and shall be the only authorized method of obtaining dues withholding.

III. The individual employee of the USDA who is a member of the NFFE and included within an exclusive unit shall obtain his SF-1137, REQUEST AND AUTHORIZATION FOR VOLUNTARY ALLOTMENT OF COMPENSATION FOR PAYMENT OF EMPLOYEE ORGANIZATION DUES, from NFFE and shall file it with the designated NFFE representative, who will forward it to the Personnel Office of the Agency involved for certification of eligibility for dues withholding and for transmittal to the appropriate payroll office. The employee shall be instructed by NFFE 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.

IV. Deductions will be made each pay period by the USDA and remittances will be made each pay period to the National Office of the NFFE. Remittances shall be accompanied by two sets of listings in duplicate, one for each pay period, segregated 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 amount due the Local. Each list 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 employees shall be designated with an appropriate explanatory term.

IVa. In lieu of the listings provided for in Section IV of this agreement, USDA agrees to provide the National Office of the NFFE a computer tape in a format to be agreed upon at such time as NFFE has the facilities to process tapes, and USDA is given two months notice.

V. It is agreed that Part A of SF-1187, including the insertion of code numbers of the NFFE 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 NFFE, 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 be made in any period of twelve consecutive months for a given Local.

Va. The fee for making the deduction will be \$.02 per deduction and it is agreed that the USDA payroll office will deduct \$.02 per deduction from the total amount deducted and that the remainder will be the amount of the check which will be remitted to the NFFE.

VI. The payroll office of the USDA will terminate an allotment

- (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 NFFE or a Local of the NFFE that the employee member has ceased to be a member in good standing;
- (4) at the beginning of the first full pay period after March 1 or September 1, whichever ever occurs first, after the receipt of the employee member's written revocation of his allotment.

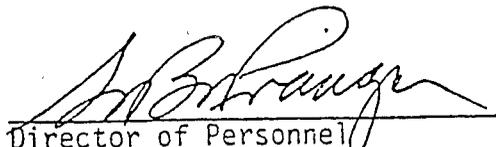
VII. The Financial Officer of the NFFE Local to which the employee belongs will notify the USDA payroll office within five working days after the employee ceases to be a member in good standing of the NFFE.

VIII. Any written revocation of an allotment authorization received by the Local to which the employee belongs will be sent within three days after it is received to the appropriate USDA payroll office.

IX. The USDA payroll office will send the National Financial Officer of the NFFE a copy of each written revocation of an authorization which it receives.

X. Deductions under this agreement shall be made beginning with the pay period starting February 1, 1978. This agreement shall terminate two years from the above date unless continuation is mutually agreed on by the parties. If this agreement between the parties at the national level terminates then or at any other time, a "grace period" not to exceed six months shall begin. This period will allow six months' coverage under the national agreement.

Agreed to and signed in Washington, D.C., on this the 1 day of MARCH, 1978.


Director of Personnel
Department of Agriculture


National President
National Federation of Federal
Employees

UNITED STATES DEPARTMENT OF AGRICULTURE
SCIENCE AND EDUCATION ADMINISTRATION

PERSONNEL DIVISION
FEDERAL BUILDING
HYATTSVILLE, MARYLAND 20782

October 17, 1979

SUBJECT: Amendment to Agreement Between Florida/Antilles
Area and NFFE Local 1752

TO: August M. Seeger
Assistant Director

Pursuant to your request of August 30, 1979, received by this office on September 12, 1979, I have attached five copies of the subject finalized amendment and two copies of the Change Form - Recognitions and Agreements, CSC 913 B.

Thank you for your cooperation in this matter.



CHARLES H. COOK
Chief
Labor and Employee Relations Branch

Enclosures

CHANGE FORM - RECOGNITIONS AND AGREEMENTS

PART A -	AGENCY <u>United States Department of Agriculture</u> ACTIVITY <u>Science and Education Administration</u> LOCATION <u>Florida/Antilles Area</u> UNION/LOCAL <u>NEFE, Local 1752</u>
PART B -	TYPE OF CHANGE (Check (√) Applicable Item(s) Below - Attach Two Copies as Required by FPM) RECOGNITION <input type="checkbox"/> New Recognition Unit <input type="checkbox"/> Abolished Recognition Unit <input type="checkbox"/> Revised Recognition Unit <input type="checkbox"/> Other (Explain) _____ AGREEMENT <input type="checkbox"/> Initial (First) Agreement <input type="checkbox"/> Renegotiated Agreement <input checked="" type="checkbox"/> Amendment or Supplement to Existing Agreement <input type="checkbox"/> Change in Agreement Expiration Date <input type="checkbox"/> Other (Explain) _____
PART C -	RECOGNITIONS ONLY: Date of Recognition (or change) _____ Mo. / Day / Yr. National Exclusive? <input type="checkbox"/> Yes <input type="checkbox"/> No Unit Description _____ AGREEMENTS ONLY: Effective Date <u>8/30/79</u> Mo. / Day / Yr. Expiration Date <u>12/13/81</u> Mo. / Day / Yr. Multi-Unit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No of amendment Duration <input type="checkbox"/> _____ Years <input type="checkbox"/> Indefinite <input type="checkbox"/> Automatic Renewal
PART D -	EMPLOYEES IN RECOGNITION UNIT (Complete Only if Change from Previous Report) Total <u>175</u> Wage <u>54</u> Prof. <u>0</u> Other GS <u>121</u>
FOR OP USE ONLY REPORTING OFFICIAL <u>A.M. Seeger</u> Signature _____ Title _____ Date	

AMENDMENT TO
 LABOR-MANAGEMENT RELATIONS AGREEMENT
 BETWEEN THE
 UNITED STATES DEPARTMENT OF AGRICULTURE
 SCIENCE AND EDUCATION ADMINISTRATION, AGRICULTURAL RESEARCH
 SOUTHERN REGION
 FLORIDA-ANTILLES AREA

AND

NATIONAL FEDERATION OF FEDERAL EMPLOYEES
 LOCAL NO. 1752

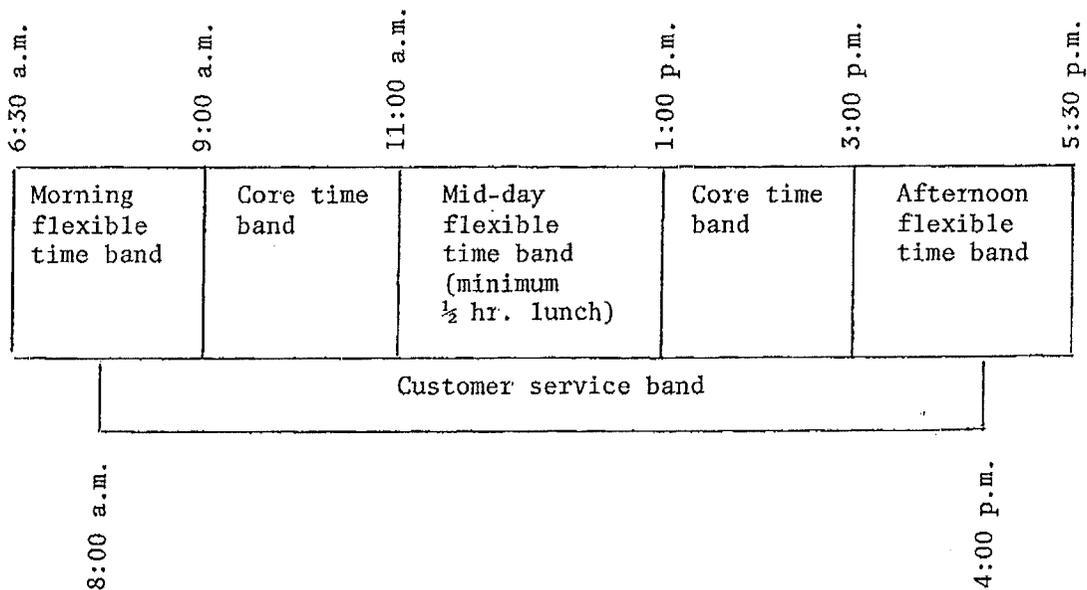
By agreement of the parties, the above titled document executed by the parties on November 3, 1978, is hereby amended as follows:

ARTICLE XII HOURS OF WORK, BREAKS, AND OVERTIME

Section 1. The following flexitime plan applies to bargaining unit employees, except as specified in subsection K below.

A) The Area's flexitime hours will begin at 6:30 a.m. and end at 5:30 p.m., during the normal work week, Monday through Friday. Covered employees must work or otherwise account for 8 hours each workday. Additionally, each employee must take and account for a lunch period lasting at least 30 minutes, unless the employee works 5 hours or less and is on leave the remainder of the workday.

B) The following diagram illustrates the flexible time bands (FTB), core time bands (CTB) and the customer service band (CSB) for the Area:



- C) Core Time --All covered employees must be at work or on approved leave during the core time bands, except as provided in subsection D, below.
- D) Core Time Deviation (CTD)--Upon request of the employee and approval by the immediate supervisor, an employee's absence during core time may be made up by accounting for an equal amount of time on the same workday during a flexible time band. Use of CTD must be mutually beneficial to the employee and employer, as determined by the immediate supervisor. This exception to core time requirements cannot be used on a regular or recurring basis. The approval of CTD for one employee must not result in a forced schedule change for another employee. CTD cannot be approved if it would involve extending the employee's workday beyond the established flexitime limits, 6:30 a.m.-5:30 p.m.
- E) Custom Service--To provide adequate "customer service" (answering phones, receiving visitors, etc.) flexitime scheduling must not preclude at least minimum staffing of a location between the hours of 8:00 a.m. and 4:00 p.m. When employee preferences do not provide the needed coverage, a certain percentage of the employees might have a restricted choice of starting times rotated or assigned by the supervisor so that specified coverage is maintained. This plan will provide for all employees within a designated group who desire it to have flexibility for an equal period of time.
- F) Morning Flexible Time Band--Subject to the needs of the Employer, each employee may select a starting time within the morning flexible time band. Starting times will be recorded in intervals of not less than 5 minutes, i.e., 6:30, 6:35, 6:40, 6:45, etc. Employees may vary starting times, except when official business requires that the supervisor adjust an employee's work schedule. The adjustment will be made known to the employee as soon as possible, but not later than the end of the previous workday.
- G) Mid-day Flexible Time Band--Employees will normally take a lunch break during the mid-day flexible time band. When the assigned work dictates, a supervisor may require an employee to take lunch at other than the mid-day FTB (e.g., if the performance of an assigned project extends past the mid-day FTB). However, employees may not be required or permitted to work without a lunch break except as provided in subsection A, above.
- H) Afternoon Time Band--Employees may finish work at any time between 3:00 p.m. and 5:30 p.m. in 5 minute increments, once they have completed or otherwise accounted for 8 hours of work plus a minimum $\frac{1}{2}$ hour lunch break.
- I) FTB Departure and Return Option--Upon prior notification to and approval by their immediate supervisor, employees will be allowed to leave during the FTB after they have arrived at work. (Example--Employee arrives at 7:00 a.m. and works until 8:00 a.m. Employee leaves at 8:00 a.m. for a

dental appointment and returns by 9:00 a.m., leaving a remainder of 7 hours to be worked during the balance of the day.) Approval or denial of this option will be based on workload requirements and must not result in a forced schedule change for another employee. Employees must be present during the CTB's (except as provided in subsection D, above) and complete or otherwise account for 8 hours of work plus a minimum $\frac{1}{2}$ hour lunch break.

- J) Time Accounting--Employees will use SEA form 610 for time accounting purposes. All employees must record entries on the form at the start and end of each work period. Employees must initial the form, certify the accuracy of the information, at the completion of each workday. Forms will be posted in a conspicuous and accessible area.
- K) Exclusions--Part time and first 40 hour employees are excluded from the coverage of this flexitime plan.
- L) Orientation--All affected unit employees and the Union will be given copies of this amendment. The Area Administrative Officer will instruct and assist the locations in the implementation and functioning of this flexitime plan.

Section 2-5 of this article remain the same.

APPROVAL

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the basic Labor-Management Relations Agreement to be executed this 6 th day of August, 1979.

FOR THE EMPLOYER:

FOR THE UNION:

T. H. Newsome
T. H. Newsome

Charlie A. Gaines, III
Charlie A. Gaines, III

APPROVED by Director of Personnel, USDA, and Effective August 30, 1979

Yellow

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20250

OFFICE OF PERSONNEL

August 30, 1979

SUBJECT: Amendment to Agreement Between the Florida/Antilles Area NFFE Local 1752

TO: *Michael D. Christensen*
Personnel Officer

A review of the above subject agreement reveals it is in conformance with Department laws, regulations, and P.L. 95-454 and therefore is approved effective August 30, 1979.

Please forward five copies of the finalized agreement and two copies of the Change Form-Recognitions and Agreements, CSC 913B to this office. Two copies of the form are attached.

August M. Seeger

AUGUST M. SEEGER
Assistant Director

Attachments