

Local Supplemental Agreement

Between

The Federal Grain Inspection Service  
League City Field Office

And

The American Federation of Government Employees  
Local 3769

Effective Date  
September 8, 2019

## **Article 1: General**

### ***Section 1: Recognition***

This Agreement is a local supplement to the National Agreement between the National Council of the Federal Grain Inspection Locals, American Federation of Government Employees (AFL-CIO), and the USDA, Federal Grain Inspection Service (FGIS), Field Management Division. This supplement is between FGIS, Field Management Division, League City Field Office (hereinafter referred to as Management or the Agency) and AFGE Local 3769 (hereinafter referred to as Union) covering the bargaining unit employees assigned to the League City Field Office Duty Station with defined Duty Points within the League City Field Office. Collectively referred to as the Parties. This agreement excludes professional employees, employees engaged in Federal Personnel work in other than a purely clerical capacity, management officials, supervisors and Regional Office employees.

### ***Section 2: Purpose***

The purpose of this agreement is to supplement the National Agreement. It is also the intent of the parties to:

- (A) To improve the efficiency and effectiveness of the League City Field Office and the well-being of its employees;
- (B) To establish procedures for joint consultation and negotiation on matters permitted by applicable laws, regulations, polices, and the controlling National Agreement;
- (C) To issue clear and concise statements of both parties, respective rights, and obligations;
- (D) To develop the ways and the means to facilitate the orderly and timely adjustment of grievances and orderly resolution of differences; in compliance with Article 13 of the National Agreement;
- (E) To negotiate a fair and equitable Labor-Management relations agreement that would enhance the service and improve working relations;
- (F) To improve communications between employees and their supervisors and promote true efficiency of operations.

### ***Section 3: Communications***

Communications at the Field Office level will be between the Local President or designee, and the Field Office Manager, or designee, except as provided for by the grievance procedure.

Employees are expected to resolve any issues at the lowest possible supervisory level.

## **Article 2: Duration of the Agreement**

This agreement shall remain in effect for 3 years after the effective date of the contract.

If neither party gives the other notification to reopen the agreement, the agreement will automatically renew annually.

Either party may reopen negotiation by giving written notice to the other of its desire not more than 90 days, nor less than 60 days before the expiration of the agreement. The agreement may be reopened, amended or modified at any time if both parties agree to do so.

## **Article 3: Use of Employer's Facilities**

An identified Union office (will be moved to current dispatch office) will be provided on an as needed basis and in compliance with General Services Administration (GSA) guidelines for space allotment. The Union will be provided with a locking door, file cabinet, computer, telephone and desk. The Union will receive priority use of the office.

Upon request, Management will provide the Union with the use of suitable space for membership meetings and other Union meetings during non-duty hours of employees involved. Such request shall normally be made at least twenty-four (24) hours in advance. However, when such notice is not given and space is available, such space will be provided to the Union based on availability.

## **Article 4: Travel and Transportation**

No employee will be required to use a privately owned vehicle (POV) for agency business, as stated in Article 12 of the National Agreement.

Management will provide transportation back to the initial duty point of any employee exercising their right not use a POV to travel to a second duty point.

Employees will be compensated for their travel time for transportation from the initial duty point to the secondary duty point and vice versa.

Employees authorized by Management to transport other employees back to the initial duty point will be reimbursed for mileage.

Management will follow Federal Travel Regulations for temporary duty (TDY) travel away from the official station. For an employee that travels within their duty area in their personal vehicle (POV) from their home to the assignment site/duty point, the employee is entitled to reimbursement of actual travel-related expenses, minus 25 miles. Actual mileage is as shown in an electronic standard highway mileage guide or actual miles driven as determined from an odometer reading.

Employees will use the computerized travel system for travel arrangements. Less than frequent travelers will be provided assistance from a management assistant as necessary.

Management agrees that under normal circumstances and work load permitting, that travel will occur during the employee's workweek.

## **Article 5: Union Representation and Official Time**

### ***Section 1***

Official time under this Article shall include all representational functions including statutory functions. Only time spent in actual negotiations with Management serving as a witness at arbitration, ULP hearing, impasse proceeding and meetings with FLRA representatives do not count toward the allotment of official time identified below. Representational functions for which official time is authorized are: (1) Attending formal discussions; (2) Meeting with Management representatives; (3) Attending investigator interviews; (4) Meeting with employees to resolve complaints and grievances; (5) Attending grievance meetings with managers and employees; (6) Attending authorized Labor-Management meeting; or (7) Other representational functions permitted by law, the National Agreement, and this Supplemental Agreement.

### ***Section 2***

The Union will certify to Management in writing, the name, and title of the representatives who are authorized to use official time as provided under Section 3 of this Article.

The Union will maintain and provide updates as changes occur. This information will be provided to the FGIS Labor Relations Officer.

The Agency will provide the Union with any updated contact information.

### ***Section 3***

The Union will be provided with up to Eight (8) hours official time per week to perform representational functions in accordance with 5 U.S.C. 7131 and the National Contract. Representational functions must be stated at the time of the request. Examples include grievances, ULP's, representational duties for disciplinary actions, Union training, or when determined to be in the best interest of the government. Official time is not to be used for internal Union business per 5 U.S.C 7131.

Employees normally may not earn overtime pay or compensatory time for performing such functions outside of their regularly scheduled hours of work. If Union representatives are already scheduled for overtime under the agency's direction and are diverted to perform a function that would otherwise qualify for official time, they are entitled to the appropriate overtime compensation. Union representatives are not entitled to straight time pay for performing

representational activities beyond the normal workday, except in those cases where official time has been wrongfully denied by the agency.

Official time is to be requested from the field office manager (FOM) or designee for each instance with an official time request worksheet. The worksheet shall contain the name(s) of representative, time of request, location for representational duties, and reason for the meeting (e.g., grievance, formal discussion, unfair labor practice). The completed worksheet is required to be approved by the FOM or designee prior to using official time. The worksheets will assist in meeting Congressional requests.

If official time is used at a grain elevator/facility, the Union representative must notify the onsite shift supervisor of representational duties to be performed.

Official time is to be used at a designated Union location in the field office unless otherwise approved by the FOM or designee.

Official time requested in conjunction with leave requested may require additional details prior to an approval.

Requests for official time will be made 48 hours in advance under normal circumstances to facilitate staffing.

### **Article 6: Notification**

Management will notify the Union of changes to existing local personnel practices, policies, or conditions of employment that are of more than a “de minimis” nature. Such notification will normally be 21 days in advance. If the Union wants to negotiate, it must make the request within 14 days of notification. Actual negotiations will begin at a mutually arranged time, generally, as soon as possible. Normally, implementation will be delayed until bargaining is completed unless the change is consistent with the necessary functioning of Agency operations.

### **Article 7: Leave**

#### ***Section 1: General***

Annual leave and Sick Leave may be charged in 15 minutes increments.

In decisions about personnel matters in which leave is an appropriate consideration, the parties agree that abuse of leave is not necessarily evidenced by frequent use of leave or by low leave balances.

All leave requests must be requested and approved in the official time and attendance system by the employee’s supervisor or designee per USDA/FGIS policies.

Normally, employees will have at least eighteen (18) weekends off per leave year unless the needs of the service preclude it. The eighteen (18) weekends off shall be prorated for new employees in the LCFO.

When a vacation of a minimum of one (1) week is scheduled to begin the first work day of the workweek, normally the employee shall not be required to work the weekends prior to or following the scheduled leave.

Employees granted two (2) consecutive days of annual leave will normally not be scheduled for work on the weekend adjoining the leave. This provision does not apply to holiday weeks.

### ***Section 2: Annual Leave***

For the purpose of annual leave, seniority will be total FGIS time. If there is a tie among employees using total FGIS time, then Service Computation Date (SCD) will be used to break the tie. If there are employees with the same SCD then the highest last two digits of the social security numbers will be senior.

Additional annual leave may be granted if the work load permits as requested. The Union understands that Management retains the right to approve leave based on workloads and staffing availability.

Annual Leave requests will be submitted by January 31 of each calendar year. Management will post a notice by January 1 that will remain open until January 31 of each year. Annual leave approvals will be posted by February 15. The annual leave period will be from January 1 to December 31. Annual leave under this paragraph, will be approved based on seniority. During Holiday periods, if an employee is denied, they will be placed on a “red line” list. A “red line” list will be drawn below the last employee that is in an approved leave status.

Annual leave requests outside the yearly request will be approved on a first come first serve basis as workload permits. If requests are submitted concurrently, they will be granted based on seniority. Management will approve/deny these leave requests within seventy-two (72) hours after being submitted in the current T&A system.

For annual or sick leave requests, employees are required to speak with their immediate supervisor, FOM, AFOM or designee and receive approval prior to taking leave. A phone message, text, or email is not sufficient. Once approved, employees are required to submit leave requests in the Agency’s designated time and attendance system. If no one is available after attempting contact with the above management officials, a message may be left with a call back number. Employees are expected to either answer the call or return the call ASAP.

### ***Section 3: Sick Leave***

The Agency will approve or deny sick leave on a case-by-case basis in accordance with federal and agency supplemental regulations. Employees will request sick leave as far in advance as

possible. Requests for sick leave made on the same day the leave is to commence should be avoided to the extent practicable, but such requests may occasionally occur, and shall be evaluated fairly on case-by-case basis.

Management may review employee sick leave usage in accordance to the National Agreement.

***Section 4: Tardiness***

Management may excuse tardiness not in excess of one (1) hour when the tardiness by employees is unavoidable, such as, but not exclusive to severe weather, and traffic etc. Employee must notify the supervisor or designee that they are going to be tardy.

It is understood by the Parties that unavoidable absences from duty of 1 hour or less may be handled administratively by excusing the absence or by charging against appropriate leave time the employee may have available.

***Section 5: Breaks***

Normally, a short lunch break will be provided, workload permitting, that is concurrent with the period observed by the facility the employee is assigned.

**Article 8: Tour of Duty and Assignments**

***Section 1: General Information/Scheduling***

All employees of the League City Duty Station must rotate a minimum of three (3) times per year. Additional assignments will be reviewed by management on a case-by-case basis. Employees are not permitted to use Swaps or volunteer during their rotational assignment(s).

Volunteers for the night rotation requests will be considered and must be submitted in writing the week prior to the rotation.

Employees are responsible to review the work schedule at the elevator, via email, or through other available electronic communications.

Employees desiring to receive the work schedule via personal e-mail may provide their personal e-mail address to the Dispatcher.

Excluding non-working weekends and Holidays, employees will enter their time and attendance in the Agency's designated time and attendance system within 24 hours of completion of their daily work assignment in an accurate and timely manner and follow all national and local policies. An employee will not be required to enter their time and attendance utilizing their personal device or during non-work hours. If there is no access to a computer or connectivity the employee will notify their immediate supervisor, AFOM, FOM or designee within 24 hours to ensure the entries are made within forty-eight (48) hours. Employees will be provided assistance from a management assistant on a limited basis if training hasn't been provided.

If employee is unable to reach the immediate supervisor, AFOM, FOM or designee or there is a documented designed time and attendance system malfunction, an exception may be made on a case-by-case basis.

Management will schedule a minimum off-duty period of 8 hours between duty tours except when prevented by abnormal or unforeseen circumstances. The Union understands that the eight (8) hour duty tours may be extended during heavy workloads or short staffing situations. For employee flexibility, the employee may find a suitable replacement at no additional cost to the Agency in order to give the employee adequate time off between shifts. If no replacement is found, the coverage is the responsibility of the employee.

A designated Agricultural Commodity Technician (ACT) or designee assigned by management will schedule staffing for coverage at all facility locations. Schedules are subject to management approval. The designated employee will not be subject to rotational assignments.

Employees are expected to be ready, willing, and able to perform their required duties at their designated start time and work until the end of their shift.

At the request of the Union, the Agency will provide information on reasonable accommodations limited to impacted location(s) and shift(s). No Personally Identifiable Information (PII) will be provided.

Employees regularly scheduled at an elevator have no preferential treatment over employees who are scheduled at another elevator for a day.

## ***Section 2: Hours of Work***

When building and constructing an employee's work schedule, the Agency will comply with 5 USC 6101. If a tour of duty should change, the Agency agrees that full time volunteers will be selected first and then all others.

The Union agrees that the Agency maintains the right to modify hours of work as staffing requirements may change and in compliance with 5 USC 7106. The Agency will notify the Union as far in advance as possible when these changes are required.

It is the intent of the Agency to implement two eight (8) hour shifts assigning one Agricultural Commodity Grader ("ACG") and up to three Agricultural Commodity Technicians ("ACT") to each assignment when possible. Absent abnormal or unforeseen circumstances, a minimum of 1 ACG and 1 ACT will be assigned to each work assignment.

Absent abnormal or unforeseen circumstances, employees shall not be required to work more than three consecutive twelve (12) hour days, unless an employee volunteers to do so.

Normally, starting times should not vary more than two (2) hours day to day unless industry requirements change.

## **Article 9: Safety and Health**

### ***Section 1: Safety and Health Committee***

A local Safety and Health committee will be established with an equal number of Management and Union representatives with a minimum of one (1) and a maximum of three (3) representatives.

The purpose of this committee will be to exchange information concerning matters concerning the health and safety of employees. Duties of the committee will include, but not be limited to the following:

- Monitoring and assisting in the operation of the local safety and health program and making recommendations to Management for improvements;
- Monitoring findings and reports of workplace inspections to confirm that appropriate corrective measures are implemented;
- Participating in inspections of work sites when, in the judgment of the committee, such activity is necessary for monitoring office inspection procedures;
- Reviewing Management's plans to abate hazards;
- Reviewing responses to reports concerned with allegations of hazardous conditions and alleged safety and health program deficiencies;
- Reviewing procedures for handling safety and health suggestions and recommendations from employees;
- Reviewing reports of unsafe and unhealthy conditions where the hazard has been disputed;
- If the committee is unable to agree as a whole, members may make individual recommendations.

### ***Section 2: First Aid***

Management will ensure that there is reasonable access to adequate first-aid kit(s) at each work location. The kit(s) will be maintained in designated locations.

### ***Section 3: Inspections***

When a workplace inspection is conducted by a Management safety representative, a Department of Labor Inspector, Fire Marshall, GSA, or OSHA, a Union representative from the Safety Committee will be allowed to accompany the inspector and participate in the inspection. During

the course of any inspection, any employee may bring to the attention of the inspector or the participating representative any unsafe working conditions.

#### ***Section 4: General Conditions***

Management recognizes that matters of discomfort to employees which do not necessarily rise to the level of serious health or safety hazards are still important. Management will make a reasonable effort to remedy matters such as uncomfortable temperatures, smells, and similar negative environmental factors in the workplace. Remedies may include:

- Employees having access and the control for air and heat in their work areas.
- Employees who sit for long periods when performing work assignments given comfortable high back chairs with casters.
- Relocation of work station(s), reassignment of work and/or in extreme circumstances, temporarily excusing employees from duty.

#### ***Section 5: Health Programs.***

Employees will be permitted to receive a physical every three (3) years.

#### ***Section 6: Medical Records***

Upon written request by employees and/or their designated representatives, employees shall be permitted access to their exposure and medical records to ensure that they are being maintained by the Agency in accordance to 29 CFR 1910.20.

#### ***Section 7: Safety Policies***

Management will comply with OSHA safety requirements and USDA/FGIS safety policies.

Management will facilitate training through a qualified Safety and Health Officer or their designee. Training shall occur within 180 days of the effective date of this agreement. This is a mandatory training that all employees will be required to attend. In the event the employee is on A/L, alternative training such as a “webinar” will be provided to cover the same material. Training will be provided on an annual basis. The Agency will seek input from the Union concerning safety topics.

When authorities declare a state of emergency, employees will be given administrative leave until local authorities and Management deem it safe to return to duty. Management will communicate its decision to local Union officials as designated.

The Agency will comply with current OPM guidance with respect to administrative leave.

The Agency will make an effort to communicate the hazardous weather status to employees with as much advance notice as possible. If an employee is unable to report for duty due to hazardous weather, employees are expected to follow the established call in policies currently in place and provide notification as soon as possible prior to the start of the shift. Management contact information will be provided to employees.

## **Article 10: Training and Career Development**

### ***Section 1: General***

(A) It is recognized by both Parties that training and development of employees is a matter of importance and is clearly in the public interest. Management agrees to provide the opportunity for and to maintain progressive, effective policies and programs designed to:

- (1) Aid employees in improving performance in their current positions;
- (2) Aid in preparing the employee for possible career advancement;
- (3) Continue training programs that are supportive of the Equal Employment Opportunity;
- (4) If an employee is identified as requiring additional training, they may request that training through supervisory channels;
- (5) At the request of the Union, management will provide a report of the most frequently requested training;
- (6) If management is unable to meet the training request, management will provide, upon request an explanation as to why the training was not provided;
- (7) Management will make computers available for use by employees at export labs for mandatory and approved training in the Agency's training program.

### ***Section 2: Training Criteria***

(A) All training requests will be processed in accordance with applicable Departmental regulations and governing statutes. Management may use the following criteria. The criteria will be explained upon request, to employees when developing an Individual Development Plan and when approving or developing a training request:

- (1) Availability of funds;
- (2) Relationship of training to the employee's ability to meet or exceed required standards of performance for the employee's current job or for the job which the employee has been selected to fill;

- (3) Potential use of the training for readily foreseeable developments or events in the Agency's programs;
- (4) Consistency with plans for the employee's career development;
- (5) Equitable distribution of training opportunities; and
- (6) Expectation that the training could help the employee correct a deficiency in performance.

(B) Management may develop additional criteria in accordance with Federal regulations.

### ***Section 3: Individual Development Plans***

Management will develop with the employee an Individual Development Plan which will be responsive to both the needs of the program and the employee.

Upon request, Management will provide career counseling through such means as discussing career goals, skills, and experience required for positions within the Agency.

A discussion should occur concerning the employee's IDP during the mid-year and the Annual Performance appraisal.

At the request of the employee, an appropriate amount of time will be set aside to discuss the IDP and/or career development. The meeting should occur in a private setting with minimal distractions or disruptions. At the employee's request, these meetings may occur on a more frequent basis.

### ***Section 4: Training Records***

Management will maintain training records as required by the Agency and make them available to the employee or designated representative as soon as possible and upon request. A copy of the Agency's centrally managed Training Schedule will be provided to the Union as soon as possible and upon request.

## **Article 11: Overtime**

Management agrees to provide employees as much advance notice of overtime as possible.

If an employee is called back to work, any unscheduled overtime work he/she performs will be considered to be at least two (2) hours in duration for overtime pay purposes.

Overtime work shall be paid in accordance with 5 USC or FLSA as appropriate.

The full-time employee with the lowest amount of overtime at an elevator will be scheduled to work first.

Employees with less overtime, will not be permitted to bump other employees at other locations.

All holiday work shall be scheduled in the same manner in which weekend work is assigned, i.e., volunteers will work first, if there are no volunteers, the overtime list will be utilized to perform the required duties.

Normally, an employee returning from a two (2) week or more out-of-town assignment will not be required to work overtime within sixteen (16) hours of their return. An out-of-town assignment is one which requires overnight lodging.

An overtime “list” shall be based on the number of overtime hours worked. Prior to a draft, volunteers will be utilized first based on their position, (ACT to ACT, ACG to ACG....) Employees will be drafted based on the lowest amount of overtime hours.

If an employee reports for scheduled overtime duty, the employee will receive a minimum of two (2) hours pay. At Management’s discretion, the Agency may allow the employee to remain for the duration of the scheduled overtime if there is revenue producing work available to assign.

Overtime may be a requirement depending on workload demands. There is no entitlement to overtime opportunities. If overtime is required of the employee, it is the responsibility of the employee to work the overtime or find a suitable replacement. If a suitable replacement is required, the employee and the supervisor covering the assignment shall both work in good faith to find a suitable replacement. If no replacement is found, the coverage is the responsibility of the employee.

Absent abnormal or unforeseen circumstances, employees shall not be required to work more than three consecutive twelve (12) hour days, unless an employee volunteers to do so.

### **Article 12: Technology**

Employees are expected to check and respond, as computer access is available, to their electronic mail twice daily or more frequent basis. Employee/Management will make an effort to respond to correspondence in a timely manner.

Employees will follow Agency and government regulations and policies on the proper use of government computers and other office equipment.

Employees are required to follow all applicable Agency and local policies on computer usage and cellular phones.

## **Management**

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Eric Jabs, Chief Negotiator

## **Union**

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Cheryl Taylor, Chief Negotiator