

Local Supplemental Agreement

Between

The Federal Grain Inspection Service
New Orleans Field Office

And

The American Federation of Government Employees
Local 3157

Effective Date

April 24, 2017

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, New Orleans Field Office (hereinafter referred to as Management) and AFGE Local 3157 (hereinafter referred to as Union) covering the bargaining unit employees assigned to Areas (e.g., 1, 2, 3, 4...) with defined Duty Stations (e.g., Destrehan, Port Allen, Crowley, Brunswick, etc.) in the New Orleans Field Office. Collectively referred to as the Parties.

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 New Orleans 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;
- (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.

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

A Union 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 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.

Pre-addressed bulk material will be delivered to the designated Union office through the field office mail system. The Union President may make mailings to employees distributed in the same manner as Management's intra-office mail.

Management agrees to furnish lockers at each export elevator work site where space is available. When computer access is available, employees are expected to check their electronic mail on a daily or more frequent basis.

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 time for transportation back to the initial duty point. 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 reimbursement of travel-related expenses. Employees will use the computerized travel system for travel arrangements. Less than frequent travelers will be provided assistance from a management assistant as necessary.

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.

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 GIPSA Labor Relations Officer.

Section 3

The Union will be provided with twenty (20) hours official time per week to perform representational functions in accordance with 5 U.S.C. 7131 and the National Contract. It is understood that additional time may be granted to Union Officials 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.

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 minimus" 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/GIPSA policies.

Section 2: Annual Leave

Management will post a notice by January 1st of each year for yearly annual leave request. The annual leave period will be from February 1 to January 31.

Request for annual leave will be posted by January 31. After the approved annual leave schedule is posted, any additional leave will be granted on a first come, first service basis.

Annual leave will be approved on the basis of seniority. 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.

In Area 1, a maximum of three (3) ACG's and six (6) total employees will be granted annual leave.

In Area 2, a maximum of three (3) ACG's and six (6) total employees will be granted annual leave.

In Area 3, a maximum of four (4) ACG's and seven (7) total employees will be granted annual leave. From October 15 through pay period 26, a maximum of three (3) ACG's and six (6) total employees will be granted annual leave.

In Area 4, a maximum of two (2) ACG's and three (3) total employees will be granted annual leave.

These numbers may be re-evaluated as the staffing numbers change.

This pertains to pre-scheduled leave only and must be scheduled by January 31. Additional annual leave may be granted if the work load permits. The Union understands that Management retains the right to approve leave based on workloads and staffing availability.

Employees may post their annual (vacation) leave by coming to the field office location, or sending their requests on field office approved form with their signature. Mileage and/or overtime will not be approved for posting annual leave.

Employees will specify their first, second, and third choice etc. If an employee is bumped from his/her first or second choice, the employee's second or third choice would be granted before an employee with seniority would be granted their second choice.

Management will make a concerted effort to approve leave requests as workload permits, provided that the request is made one (1) week in advance.

Any employee will have the option to request and schedule off up to 6 weekends per year, subject to current annual leave schedule, on a first come first served basis.

1. An approved scheduled weekend off list will be posted and updated weekly. Waiting lists will be maintained in the event of a conflict in scheduling weekends off.
2. If Management cancels a scheduled weekend off, an explanation will be given to the employee as soon as possible before the weekend that is to be cancelled.
- 3 This provision applies to pre-scheduled annual leave only. An employee may receive the preceding weekend off for approved annual leave on Monday thru Wednesday. An employee may receive the following weekend off for approved annual leave on Wednesday thru Friday. The minimum number of three consecutive days of approved leave to receive the preceding/following weekend off excludes Holidays. An employee may receive the preceding and following weekend off for approved annual leave Monday thru Friday.

Section 3: Sick Leave

Employees will request sick leave as far in advance as possible. Routine doctor appointment requests for sick leave may be denied when the request for sick leave is made on the same day as the appointment.

Employees using more than three (3) work days may be required to submit medical documentation from a doctor.

In the event that an employee is incapacitated in the performance of their duties, the employee should call at least two (2) hours prior to the start of their shift. The employee should first call the shift supervisor or their designee for the elevator they are assigned. If the shift supervisor or

designee is unavailable, the employee may leave a message with the Head Grader with a call back number and/or contact a shift supervisor in the same area.

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

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.

It is understood by the Parties that unavoidable absences from duty of 1 hour or less may be handled administratively by excusing the absence, requiring the employee to remain on duty past his/her shift, or by charging against compensatory 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.

Normally, and as workload permits, employees may be given one (1), 15 minute break for every 4 hours worked or expected to be worked.

Breaks cannot be taken at the beginning or the end of a shift.

Article 8: Tour of Duty and Assignments

Section 1

Management will determine the manner in which it staffs assignments in accordance with 5 U.S.C. 7106 (a)(2)(B).

For scheduling purposes, the New Orleans Field Office is separated into Areas with defined Duty Stations.” Under normal circumstances employees will be assigned duties within their assigned Area. Examples of other than normal circumstances include short staffing in the general area, personnel emergencies, etc.

Section 2

The Executive Vice President (EVP) Union Representatives from each Area will have the option to be retained on a regular daytime shift. The Local President has the option to be retained on a regular daytime shift or any other regular shift as long as they have designated another Union Representative on the daytime shift to represent the Bargaining Unit. When in the same area, the EVP and the President cannot be on the same shift unless it's due to the normal rotation.

Section 3

Basic work assignments will be scheduled not less than ten (10) days in advance of the start date, will cover periods of not less than forty-two (42) days, and will include the location and assigned duty point. Management may alter the basic work assignment in other than normal circumstances.

Employees will be assigned twelve week job site rotations with two weeks shift rotations. The shift rotation will be from third to second, second to first, and first to third. Ship hold rotation will be every six weeks.

Section 4

When employees are forced to work unscheduled overtime in a reassigned location or when adjacent to a regular shift for more than 4 hours, an arrangement may be made for employees to obtain food.

Section 5: Swaps

“All swaps are subject to Management approval.” Swaps may be denied based on operational needs. SWAP examples include shift, elevator, multiple, etc.

- (A) Documentation of swaps is required to be on file in the field office before employees can change work sites or shifts. It is the employee’s responsibility to ensure the documentation is on file.

Section 6

Under normal circumstances, each employee’s starting, quitting times, and work locations assigned for each day of the workweek will be scheduled in advance of the workweek not later than 1530 hours on the Friday preceding the workweek. Under normal circumstances, Management will notify an employee of an altered starting time not less than sixteen (16) hours before such starting time.

Section 7: Hour of Work

Management will implement its “Right to Assign,” as stated in 5 U.S.C. 7106 (a)(2)(B) to fully staff elevator facilities within 18 months of the effective date of this agreement. Management will evaluate intermittent positions and utilize the intermittent positions to the extent possible (including all days/shifts) to cover workload.

The compressed work schedule (CWS) will be utilized to provide scheduling flexibility and to encourage a work/life balance. A CWS sign-up period will be available for 30 days and annually thereafter to determine the number of volunteers. A notice will be provided to employees

regarding the sign-up period dates. Employees that volunteer for CWS are required to remain on the CWS schedule for a period of one year. The CWS will be scheduled in multiples of four (4). If there are more volunteers than the maximum, the CWS will be scheduled by reasonable accommodation first, position second, and then lowest to highest by seniority.

In accordance with USDA/GIPSA policies, phase one (1) of the CWS may include up to 36 volunteers and will be implemented within 12 months of the effective date of this agreement. Phase two (2) of the CWS may include up to 72 volunteers and will be implemented within 24 months of the effective date of this agreement. Phase three (3) of the CWS may include all employees who volunteer and will be implemented after 24 months of the effective date of this agreement. Management will work collaboratively with the Union to provide flexibility with respect to Area assignment and other operational details covering the CWS.

Management 12/16/16 CWS employees will be drafted for work assignments following normal draft procedures for employees on other work schedules. The system may be evaluated and adjusted as necessary based on operational needs.

Tour Examples

Twelve (12) Hour Shifts: 0600 -1800, 1800 - 0600

Eight (8) Hour Shifts, 0000 - 0800, 0800 -1600, 1600 - 2400

Management reserves the right to modify hours of work as staffing requirements may change and in compliance with 5 U.S.C. 7106 (a)(2)(B). Management will notify the Union as far in advance as possible when these changes are required.

Section 8

Management should attempt to schedule a minimum off-duty period of 10 hours between 8-hour duty tours and between 8-hour duty tours with consecutive overtime periods, except when prevented by abnormal or unforeseen circumstances.

Section 9

Employees may submit their preferences for shift assignments for twelve week schedules. Request will be considered in special circumstances if it can be reasonably accommodated without any adverse impact.

Article 9: Safety and Health

Section 1: Safety and Health Committee

A local Safety and Health committee will be established with, at a minimum, the same number of Union representatives as Management.

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.

Safety and health matters should be addressed at Labor-Management relations committee meeting.

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 govern 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, temporary excusing employees from duty.

Section 5: Health Programs

Complete physical examinations will be available to all unit employees at least once every three 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

Safety Requirements “Management will comply with OSHA safety requirements and USDA/ GIPSA safety policies. Management will make computers available for use by employees at export labs for mandatory and approved training in the Agency’s training program. Employees will follow Agency and government regulations and policies on the proper use of government computers and other office equipment.

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 proposes that Pre-decisional Involvement (PDI) session(s) will be conducted between Management and the Union to determine appropriate emergency equipment and evacuation procedures by elevator facility. The updated procedure will be made available electronically to employees. These procedures will be reviewed and updated as needed.

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.

Article 10: Training and Career Development

Section 1: General

(A) It is recognized 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.

(B) Share with the Union the most frequent training requests of bargaining unit employees. If unable to meet training requests, provide Union with detailed explanations in writing on why the most frequently requested training will not be offered.

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. The Union's input will be solicited prior to the criteria being finalized.

Section 3: Individual Development Plans

When an employee is selected for a formal training program, 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.

Section 4: Training Records

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

Article 11: Overtime

Section 1: Overtime

Overtime may be a requirement in certain duty locations and will be assigned as necessary. There is no "entitlement or right" to overtime opportunities. Management will determine an appropriate method of assigning overtime duties, overtime will be distributed in a fair and equitable manner.

- (A) All bargaining unit employees in Area 1, 2, 3, and 4 will be divided into three (3) teams that are balanced as much as possible between shifts and qualifications.
- (1) Normally, employees in Areas 1, and 2 will not be required to work outside their respective areas, except where there is an insufficient number of employees available to cover the workload. In this case volunteers will be scheduled first.
 - (2) Employees may volunteer to work in another Area, at Management's discretion, provided the employees are not assigned to work in their respective Area to replace the last employee that would be drafted.
 - (3) When a bargaining unit employee is detailed to an Area within the field office for two (2) or more weeks, he/she will be placed on the week/holiday rotation scheduled for the Area to which he/she has been detailed.

Note: Employees who want to work ship hold inspections must volunteer. Ship hold vacancies will normally be filled based on the priority system listed above. Priority ship hold volunteers

may be assigned to other duties in order to avoid skipping and/or drafting other employees to fill all service requests.”

- (A) New employees will be divided between the teams and assigned numbers.
- (B) Copies of the above lists will be posted at each elevator/worksite. Employees are responsible to review the work schedule at the elevator, via email, or through other available electronic communications.”
- (C) Holidays falling on weekdays other than Monday or Friday will be covered by employees working at that particular worksite. Holidays falling on Monday or Friday will be scheduled concurrently with the weekend schedule.
- (D) Each Monday (Tuesday, if Monday is a holiday) sign-off Volunteer sheets will be posted at each elevator. The sheet will be removed no earlier than noon Thursday, preceding the weekend/holiday, or noon Wednesday, preceding a Friday holiday.
- (E) A copy of the applicable team list will be prepared showing a line through those employees not wanting to work the weekend/holiday. This list will be attached to the weekend schedule. The work schedule will be made by assigning work to employees who have not signed off by starting at the top of the list for the team having priority for that weekend/holiday and proceeding through the next two teams in order of priority. Top priority employees will be assigned the basic positions at the elevator/worksite which is projected by the Union and Management to work the most hours.
- (F) By 1530 hours Friday, Management will post schedules at each facility. Employees may swap assignments with other qualified employees, subject to Management’s approval. In addition, shift swaps may only occur when there is no affect on the following week’s schedule. Requests will be made to one of the shift supervisors at the elevator where the swap will occur. If no Shift Supervisor is available, the request is to go to Assistant Field Office Manager or the Field Office Manager.
- (G) Any additional work that is required to provide service will be scheduled by Management using the priority listing of employees where listing of employees where employees can be contacted.
- (H) If an employee does not receive notification that an overtime assignment is cancelled, and reports for duty, the employee will be assigned at least 2 hours of overtime work.
- (I) No employee will be involuntarily displaced (bumped) by another employee whose work assignment was completed, cancelled or who was knocked off from his/her work assignment after he/she reported to his/her assigned worksite. Does not apply to CWS and cannot bump employees in a non-overtime status.

- (J) Employees will be knocked off according to the priority list.
- (K) When an employee is reassigned after reporting to their scheduled work site, they will retain their priority at the original work site.

Section 2

Unscheduled overtime that needs to be worked with-in 24 hours will be assigned first to qualified volunteers presently available at the work site.

Such overtime will be assigned to the volunteers currently assigned to the work site using a chance lottery, the name of each employee selected will be left out of the next lottery until all employees working at the facility have been selected.

If there are no volunteers, employees will be chosen by a chance lottery among those present at the work site.

The designated Team Lists for overtime assignments will be used to determine the order of call-out.

Employees not assigned to the elevators may sign-up for other overtime at the field office. If the schedule erroneously causes an employee to lose his or her priority entitlement, Management will determine whether the employees should be provided with additional overtime opportunities.

Section 3: Other

Under normal circumstances, as workload permits, no employee will be required to work more than eight (8) hours per day for more than (3) consecutive days in an administrative work week.

Management will make a concerted effort to grant relief when an employee is required to work a period of 14 consecutive days.

Upon request and a reasonable showing that a requirement to work overtime will cause a hardship on the employee, Management will excuse employees from overtime work provided that a comparably qualified employee is available for the assignment.

Under normal circumstances, as workload permits, no employee will be required to work more than twelve (12) hours per day.

In the absence of eight (8) hours prior cancellation notice, or attempted notice, an employee who reports for scheduled overtime duty will receive at minimum 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.