

Local Supplemental Agreement

Between

The Federal Grain Inspection Service  
Portland Field Office

And

The American Federation of Government Employees  
Local 3781

Effective Date: June 1, 2023

## **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, Portland Field Office (hereinafter referred to as Management) and AFGE Local 3781 (hereinafter referred to as Union) covering the bargaining unit employees assigned to the Portland Field Office with defined Duty Stations within the Portland 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 Portland 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 the working relationship;
- (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 receive priority use of the office. The room currently known as the "equipment room" will be used as the Union's 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. When computer access is available, employees are expected to check their electronic mail on a daily or more frequent basis. Employees/Management will make an effort to respond to correspondence in a timely manner.

### **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. Travelers will be provided assistance from a management designee as necessary and upon request of the employee.

The Agency will provide as much advance notice as possible during normal and foreseeable conditions regarding detail opportunities. In this situation, forty eight (48) hours advance notice will be provided to employees for a detail work assignment.

Management agrees to the extent possible that travel will occur during the employees normal work week.

Management understands the difficulty that details can cause for employees and their families. As such, when management becomes aware of a request for a detail assignment, they will provide notification seeking volunteers and at the same time identify employees that will be assigned to the detail if no volunteers are identified. Details will be assigned according to job classification for detail positions not covered by volunteers.

A reverse seniority rotating list will be used when volunteers are unavailable. Employees must be in travel status for at least 5 days in order to rotate to the bottom of the list.

Employees unable to travel for medical reasons should submit that information to management when that restriction is identified. Employees may have the union submit this information on their behalf.

Employees who have pre-approved annual/comp leave in excess of one day during the duration of a detail shall be passed over once for selection.

Employees who have pre-approved sick leave of one day or more during the duration of a detail shall be passed over once for selection unless FMLA has been invoked and prevents the employee from accepting the detail assignment. This provision also applies to off duty hours medical appointments.

Local details for the purposes of this agreement includes Oregon and Washington, west of the cascade mountain range. Out of town details include details to all other areas.

Under no circumstances, will the Union President and Vice-President be on detail at the same time unless the purpose is training, Labor Management Forums, or similar.

In accordance with Departmental Regulation 4080-811-04, employees shall submit the appropriate documentation concerning transit subsidies through the official system described within the Regulation. Follow up will be with the FOM or their designee.

### ***Parking, South Lot***

Management will retain four (4) parking spots for use at their discretion. Five (5) passes will be reserved for daily use. One (1) pass will be provided to the Union President. Employee's are required to sign out for passes at the front desk and to return them to the field office daily. Employees will be held responsible for returning parking passes.

### ***Parking, North Lot***

Employees assigned to the field office will be issued a parking pass. Passes will be signed out at the front desk and returned at the end of the rotation. Employees will be held responsible for returning parking passes.

## **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 hearings, 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 investigative 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. The Agency will update the Union with contact information should changes occur.

### ***Section 3***

The Union will be provided with sixteen (16) 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 or other premium 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 that they would normally be entitled. 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.

If a Union representative is approved to perform union activities outside their regularly scheduled hours of work, they will be eligible to claim any applicable shift differential in an amount up to what they would have earned during their normally scheduled shift.

For purposes of this agreement, requests for Official time will be made to and approved by the Field Office Manager or their designee via e-mail or written request/approval.

Requests for Official time shall be made twenty four (24) hours in advance when possible to facilitate staffing.

Shift Supervisors may approve Official time requests of two (2) hours or less.

Official time will typically be performed at the field office unless prior arrangements are made at the time of the request or prior to performing representational duties at an alternate location. Arrangements will be made with Field Office Manager or their designee.

The use of a GOV is acceptable when available, requested and approved; travel by GOV shall be restricted to Portland Field Office service points.

#### **Article 6: Notification**

Management will notify the Union of changes to policies or practices concerning unit employee's conditions of employment. Such notification will normally be 30 days in advance. If the Union requests to negotiate, it must make the request within 14 days of notification. Negotiations will begin at a mutually arranged time, generally, as soon as possible.

If a reasonable accommodation is granted, the Union will be notified of the impacted location(s) and shift(s).

#### **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 solely 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***

Annual Leave requests will be submitted by January 15 of each calendar year. Management will post a notice by January 1 that will remain open until January 15 of each year. Annual leave

approvals will be posted by January 31. The annual leave period will be from February 1 to January 31. Annual leave will be approved on the basis of the current “wheel” that is in place and employees will be rotated accordingly as described below. Employees will specify their first, second, and third choice, etc. Selections may be up to two week intervals. If an employee is bumped from his/her first or second choice, the employee’s second or third choice would be granted. If an employee’s first choice is granted, their name will be rotated.

After the approved annual leave schedule is posted, any additional leave will be granted on a first come, first service basis. 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. Employees must make requests in the current official time and attendance system.

Management will make a concerted effort to approve leave requests as workload permits, provided that the request is made one (1) week in advance. Management will approve/deny the leave request within 72 hours in the current Time and Attendance system. If an employee is denied, they will be placed on a “wait list”.

### ***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 leave is to be taken.

Employees using more than three (3) work days for sick leave or upon the supervisors reasoned suspicion of leave abuse may be required to submit medical documentation in compliance with Article 22 Section 6 of the National Agreement.

The Employees immediate supervisor is responsible for determining potential leave abuse. Employees will be provided a face to face verbal counseling with the specific reasons that a pattern has been identified and what it consists of. Further incidence(s) of the identified pattern of the potential leave abuse may result in the employee being placed on a formal leave restriction. The employee will be given the opportunity to provide details of the absence.

If an employee is placed on a formal leave restriction, the restriction shall be reviewed after ninety days by the immediate supervisor and a determination shall be provided in writing to the employee to either continue or lift the restriction. Barring any unforeseeable circumstances, the notification will be provided within 7 days following the ninety day restriction period.

If an employee is required to provide a medical certificate, the certificate shall include sufficient information for the approving supervisor to make a reasoned determination as to approve or deny the request as delineated under 5 CFR 630.405

In the event that an employee is incapacitated from performing their duties, the employee should call at least two (2) hours prior to the start of their shift. When calling in, an employee must first contact the supervisor at T-5 and/or the Head Grader at T-5. If the supervisor or head grader is not available, the employee must contact the Field Office Manager or their designee. If no one is available, a message must be left with the dispatch line.

#### ***Section 4: Tardiness***

Management will excuse tardiness not in excess of one (1) hour when the tardiness by employees is unavoidable, such as, but not exclusive to severe weather, traffic, etc. Excused absences must be accompanied by supporting evidence such as photos, traffic reports, etc.

Unavoidable absences from duty of 1 hour or less may be handled as follows: 1) Grant employees administrative leave 2) Require employees to remain on duty past his/her shift, or 3) Charge employees compensatory/leave time. The aforementioned options will correspond with the length of the unavoidable absence.

#### ***Section 5: Breaks***

Normally, a short lunch break will be provided, workload permitting.

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 Schedule Assignments/Rotations***

Rotations will be scheduled not less than ten (10) days in advance of the start date. Management may alter the basic work assignment in other than normal circumstances (e.g. elevator maintenance, staffing, etc.). Management will notify employees on a monthly basis of any anticipated changes to rotations.

Employees will be assigned twelve (12) week job site rotations and will rotate job assignments weekly in a fair and equitable manner.

Under normal circumstances, Management will notify an employee of an altered starting time not less than sixteen (16) hours before such starting time.

#### ***Section 2: Food Availability***

When employees 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 3: Job 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 4: Hours of Work***

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. 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 up to nine (9) months within a one year time period. The CWS will be scheduled in multiples of four (4) including two (2) ACG’s per team. If there are more volunteers than the maximum, the CWS will initially be scheduled by reasonable accommodation first, position second, and then highest to lowest seniority. In subsequent years, the CWS schedule will be assigned in a fair and equitable manner as described below.

CWS Process:

There will be an open season from December 1-15 every year in which employees can bid for their assigned rotation team for the upcoming calendar year. The choices offered for employee bid will be as follows:

T5 A Day Shift

T5 B Day Shift

T5 A Night Shift

T5 B Night Shift

TEMCO

Flex/Field Office

Employees must specify their first, second, and third choices. If an employee does not submit a choice they will be assigned at the convenience of the Agency and will still rotate to the bottom of the list.

For the initial selection, the employees will be ranked according to Seniority from highest to lowest as mentioned above. Employees must submit their choices into the lock box at each location no later than 11:00am on the last day of open season. Employees that are assigned to

their first choice will be rotated on the list. Employees that are not assigned to their first choice will not be rotated on the list.

Employees will be notified no later than 10 days prior to the beginning of pay period 1 of their rotation team assignment.

The rotation year will begin with pay period 1 annually and rotations will occur in alignment with the calendar quarter, every 12 weeks.

Due to the number of people required for service at T5 versus the number of individuals required for the Field Office and TEMCO, there must be a systematic rotation of personnel.

In the first quarter of the rotation year, employees assigned to TEMCO and Flex will be assigned to T5 CWS. The T5 A-Shifts, day and night, will be assigned to TEMCO and FLEX.

In the second quarter, all employees will rotate back to the locations designated as their rotation. In the third quarter, employees at T5 B-Shifts will rotate to TEMCO/Flex positions and TEMCO/Flex will back-fill the positions at T5.

In the fourth quarter, all employees will once again be at their assigned locations.

TEMCO and Flex employees should be, to the maximum extent possible, only be assigned night shift for one of the two rotations outside of their duty point. This does not prohibit employees from swapping, or volunteering to spend both rotations on night shift if they so choose.

Employees on CWS will be allowed to swap the 3.5 days off with another employee, of equal qualifications, on the opposing team, enabling a 7 Days On/7 Days Off schedule.

Employees assigned to Flex/Field Office will rotate between the Flex assignment and their Field Office assignment for their two rotations spent at their duty point unless the employees elect to swap. The purpose of this provision is to assure a fair and equitable rotation of assignments.

In accordance with USDA/GIPSA policies, the CWS may include up to 16 volunteers and will be implemented within 12 months of the effective date of this agreement. Management will work collaboratively with the Union to provide flexibility with respect to assignments and other operational details covering the CWS.

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.

The Agency agrees to allow the Union President or designee to schedule staffing for coverage at the designated duty locations within the Portland Field Office. Schedules should be drafted in the most cost effective manner possible and in a fair and equitable manner. Schedules are subject to management approval. Schedules shall be provided to the Field Office Manager or their designee on a daily basis prior to 1330 hours.

### ***Tour Examples***

CWS (12 hour shifts)

<b>Team</b>	<b>Week 1</b>	<b>Week 2</b>
<b>A</b>	<b>Sun-Wed, 6-6</b>	Sun-Tue, 6-6
<b>B</b>	<b>Thur-Sat, 6-6</b>	Wed-Sat, 6-6

Management will notify the Union as far in advance as possible if/when changes to the TEMCO and/or Flex schedules are required.

Preparatory and concluding activities shall be included within the tour of duty.

If an Elevator is “dark” and GIPSA is able to continue billing, employees shall be given the option of reporting to the Portland Field Office when no work is available and pending work is completed. Employees must return to the elevator when work resumes or is requested by the facility. No administrative leave will be granted to employees for this purpose.

Employees are required to submit hours in the official time and attendance system on a weekly or more frequent basis and in an accurate and timely manner.

Corrections are identified as failure to validate or changes required after the employee has validated their time and attendance in the official system. This is not all inclusive. Reminders shall not be considered as a correction.

### ***Section 5: Time Between Shifts***

Management should attempt to schedule a minimum off-duty period of 10 hours, except when prevented by abnormal or unforeseen circumstances. Management should attempt to provide employees with adequate time for rest.

## **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 not to exceed three per party.

The purpose of this committee will be to exchange information concerning matters of 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.

Committee will issue reports concerning their recommendations of ongoing or unresolved issues and findings to the FOM and the GIPSA Safety Health Officer.

Health and Safety concerns shall be communicated to the immediate supervisor. The Supervisor shall then communicate that information to a member of the Safety committee.

Committee members will serve a one (1) year term. Committee members contact information will be posted at each worksite. Safety and health matters should also be addressed at Labor-Management meetings.

Predecisional Involvement (PDI) in safety and health items should be addressed at Labor Management meetings.

Annually no later than the 2nd quarter of the fiscal year, the Safety committee will make a recommendation regarding replacement office equipment should money become available.

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

Management will ensure that there are readily accessible 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: 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 6: 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.

The Agency proposes that Pre-decisional Involvement (PDI) session(s) will be conducted between Management and the Union at the Local level 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 Safety training through a qualified Non Bargaining Unit Employee 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 annual leave, 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 Safety Committee concerning safety topics.

#### ***Section 7: Hazardous Weather***

The Agency will make an effort to communicate the hazardous weather status to employees with as much as 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 will

provide a list of emergency contact telephone numbers to employees. When calling in, an employee should first contact the supervisor at T-5 and/or the Head Grader at T-5. If the supervisor or head grader is not available, the employee should contact the Field Office Manager or their designee. If no one is available, a message must be left with the dispatch line. Employees will be provided with their leave options. They should state what type of leave they are requesting. If the employee is requesting TC 66 Administrative Leave due to hazardous weather/road conditions, they may request its approval through the FOM or their designee. Each request will be considered based on its own merit. Decisions on this type of request will be made in compliance with APHIS MRPBS 4630.1.

The Agency will request volunteers for the creation of a “hazardous weather” staffing crew. These employees would be identified to provide coverage for hazardous weather incidents and may be utilized in the event that the regularly scheduled employees cannot report for duty.

### ***Section 8: Physicals***

The Agency will authorize a complete physical examination for all Bargaining Unit employees every three (3) years.

## **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 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.

### ***Section 2: Training Opportunities***

(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 (IDP) and when approving or developing a training request:

- (1) 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.

- (2) Potential use of the training for readily foreseeable developments or events in the Agency's programs;
- (3) Consistency with plans for the employee's career development;
- (4) Equitable and transparent distribution of training opportunities;
- (5) Expectation that the training could help the employee correct a deficiency in performance.
- (6) All of the above requests will depend upon funding availability.
- (7) Management will provide a training request report to the Union annually. In the event that the Union doesn't receive the report, it should notify GIPSA's training office.
- (8) The Union will provide their top five (5) training requests to management for the next fiscal year by July 1st. Management will review and consider the training requests. Upon request of the Union President, management will provide the status of training requests.

(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 an employees 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. These meetings 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. A copy of the Agency's centrally managed Training Schedule will be provided to the Union as soon as it is available and upon request.

### ***Section 5: New Hire Training***

The agency will identify a management official that will be responsible for the oversight of new hire training. Management will notify the union of who this person is, and agrees to notify the union when/if that identified person changes.

Management will provide a copy of both the National Agreement and this local supplemental on the employee's first day of service in the Portland Field Office.

Once the employee has been identified and has started the on-boarding process, Management will notify the union of the following:

1. The employee's name.
2. The employee's start date.
3. The employee's position.
4. Employees performing or who may perform Technician work are required to complete the Agency training program and to meet minimum performance standards. Employees will not be assigned to that position until they meet this requirement. The Agency training program is under development; the Local Union will be consulted and asked for input on program needs and implementation. This in no manner would waive the Union's right to request negotiations. The intent of this provision is to encourage a collaborative relationship.

Management understands its obligation to allow the union to be represented during the new employee orientation. As such the agency will schedule the representative of the Union's choosing to be present during that orientation. The Union will notify the agency of which representative it has chosen to participate in this process. Under normal circumstances the Union will notify the agency of its selection no less than two days before the scheduled orientation.

## **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, overtime will be distributed in a fair and equitable manner. Holidays will be covered by employees based on their position on the "holiday wheel."

Overtime will be covered by employees based on their position on the overtime wheel.

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



- (B) Each Monday (Tuesday, if Monday is a holiday) sign-up Volunteer overtime sheets will be posted at each elevator for employees to sign up for overtime/holiday work the following week. The sheets will be picked up on Thursday at noon or Friday if Thursday is a holiday.
- (C) A copy of the final volunteer list will be sent out to all locations by Friday afternoon of each week.
- (D) By 1400 hours Friday, weekend schedules will be posted 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 the Field Office Manager or their designee.
- (E) An employee who is scheduled for overtime duty will receive two (2) hours pay when the elevator is charged a call out fee.
- (F) 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. Employees cannot be bumped in a non-overtime status.
- (G) Employees who are drafted will be the first allowed to leave in reverse order of draft position.
- (H) When an employee is reassigned after reporting to their scheduled work site, they will retain their priority for same day overtime assignments at the original work site.

## ***Section 2***

Unscheduled overtime that needs to be covered with-in 24 hours will be offered in the following order with regard to position classification.

1. Employees on a full time work schedule will be contacted in order of position on the priority wheel, regardless of location, for all employees who have previously signed up for that day.
2. Employees on a full time work schedule at the location will have priority to cover the overtime assignment, if needed, until the replacement arrives if that employee is coming from another location. If more employees than needed at the location volunteer to extend over, the assignment will be determined by their respective positions on the overtime wheel.

3. Intermittent employees shall be provided the last opportunity to be assigned overtime.

If the schedule erroneously causes an employee to lose his or her priority entitlement, the employee that was skipped for an overtime assignment will receive priority for future overtime assignments until the employee utilizes that priority. The employee's actual position on the wheel, however, will rotate as though they had worked the shift where they were inadvertently skipped over.

**Section 3: Other**

Barring any unforeseeable circumstances, if an employee has been required to work 13 consecutive days, the employee shall be given the 14th day off.

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.

Barring any unforeseeable circumstances, no employee will be required to work more than thirteen (13) hours per day.

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.

**Management**

**Union**



5/25/2023

Eric Jobs  
Labor Relations Officer

Date



5/25/2023

Thomas Webb  
President, AFGE Local #3781

Date