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AGREEMENT



between

Western Regional Research Center
Agricultural Research Service
United States Department of Agriculture
and

American Federation
of Government Employees

Local No. 1657

Albany, California

CONTENTS

Article I	Recognition and Unit Description
Article II	Rights of Employees
Article III	Rights and Obligations of the Union
Article IV	Rights and Obligations of the Center
Article V	Use of Official Time
Article VI	Use of Official Facilities
Article VII	LMR Committee
Article VIII	Scope of Consultations and Negotiations
Article IX	Research Programs and Demonstration Projects
Article X	Performance Evaluations
Article XI	Grievance Procedure
Article XII	Health and Safety
Article XIII	Disciplinary and Adverse Actions
Article XIV	Promotions
Article XV	Equal Employment Opportunity
Article XVI	Overtime
Article XVII	Contracting Out of Bargaining Unit Work
Article XVIII	Reduction in Force
Article XIX	Hours of Work
Article XX	Flexitime
Article XXI	Effective Date and Term of the Agreement

Article I. Recognition and Unit Description

Section 1. This Agreement is entered into between the Western Regional Research Center, Agricultural Research Service, U.S. Department of Agriculture hereinafter referred to as the "Center" and Local 1657, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the "Union," and collectively called the "parties." The purpose of this Agreement between the parties is to reduce potential areas of misunderstanding and dispute.

Section 2. The relationship between the parties and this Agreement is established in accordance with:

- a. The Certification of Representative issued by Robert H. Holland, Area Administrator, LMSA, San Francisco Area Office, on September 20, 1971. This unit is described as follows. Included: All Wage Grade and General Schedule employees of the Western Regional Research Laboratory, Albany, CA; Excluded: Management officials, supervisors, guards, professionals, and employees engaged in Federal personnel work in other than a purely clerical capacity.
- b. The Certification of Representative issued by John J. Jordan, Area Administrator, LMSA, San Francisco Area Office, on April 16, 1975, and the letter of recognition dated April 28, 1975, from A. I. Morgan, Jr., Center Director, to ~~James L. Morgan~~, President, Local 1657, AFGE. This unit is described as follows. Included: All professional employees of the Western Regional Research Center, Albany, CA; Excluded: All nonprofessional employees, employees engaged in Federal personnel work in other than a purely clerical capacity, management officials, and supervisors and guards as defined in the Order.

Section 3: The Center hereby recognizes the Union as the exclusive representative of both units described in Section 2.

Article II. Rights of Employees

Section 1. As provided in 5 U.S.C. Section 7102: "Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this chapter [5 U.S.C. 71], such right includes the right --

- 1)" to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities," and
- 2)" to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter [5 U.S.C. 71]."

Section 2. In accordance with 5 U.S.C. 7116(a), it shall be an unfair labor practice for Center Management:

- 1)" to interfere with, restrain, or coerce any employee in the exercise by the employee of any right under this chapter," or
- 2)" to encourage or discourage membership in any labor organization by discrimination in connection with hiring, tenure, promotion, or other conditions of employment."

It is understood that any alleged violations of 5 U.S.C. 7116 will be processed under the regulations of the Federal Labor Relations Authority and not under the negotiated grievance procedure.

Section 3. As provided in 5 U.S.C. 7114(a) (5), "The rights of an exclusive representative under the provisions of this subsection shall not be construed to preclude an employee from --

"(A) being represented by an attorney or other representative, other than the exclusive representative, of the employee's own choosing in any grievance or appeal action, or

"(B) exercise grievance or appellate rights established by law, rule, or regulation;

except in case of grievance or appeal procedures negotiated under this chapter."

Section 4. a) Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

b) The allotment of dues to the Union through payroll withholding, for members of the representation unit, shall be processed in accordance with procedures set forth in the Memorandum of Understanding between the U.S. Department of Agriculture and the American Federation of Government Employees, AFL-CIO.

Section 5. Unit employees may have a Union-designated representative in matters covered by 5 U.S.C 7114(a) (2). If the Union representative is present, that representative will also act for the Union in accordance with Article III, Section 2.

Article III. Rights and Obligations of the Union

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

Section 2. In accordance with 5 U.S.C. 7114(a) (2), the Union "shall be given the opportunity to be represented at --

- (A) any formal discussion [as defined by the FLRA] between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general conditions of employment; or
- (B) any examination of any employee in the unit by a representative of the agency in connection with an investigation if -- (i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and (ii) the employee requests representation."

Section 3. Designated Union officers and representatives will be recognized by the Center. The Union will supply the Center, and will maintain on a current basis, a list of the Union officers and representatives.

Article IV. Rights and Obligations of the Center

Section 1. Management officials of the agency retain the right, in accordance with 5 U.S.C. 7106(a), "(1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and (2) in accordance with applicable laws —

- (A) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary actions against such employees;
- (B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
- (C) with respect to filling positions, to make selections for appointments from — (i) among properly ranked and certified candidates for promotion; or (ii) any other appropriate source; and
- (D) to take whatever action may be necessary to carry out the agency missions during emergencies."

Section 2. As provided by 5 U.S.C. 7116(e), "The expression of any personal view, argument, opinion or the making of any statement which —

- (1) publicizes the fact of a representational election and encourages employees to exercise their right to vote in such election,
- (2) corrects the record with respect to any false or misleading statement made by any person, or
- (3) informs employees of the Government's policy relating to labor-management relations and representation

shall not, if the expression contains no threat of reprisal or force or promise of benefit or was not made under coercive conditions, (A) constitute an unfair labor practice under any provision of [Chapter 71 of 5 U.S.C.], or (B) constitute grounds for setting aside of any election conducted under any provisions of [Chapter 71 of 5 U.S.C]."

Section 3. Management officials and supervisors retain the right to meet with unit employees and without the presence of a Union representative concerning any matter not covered by 5 U.S.C. 7114(a) (2) [see Article III, section 2].

Section 4. The Union will be furnished on an annual basis, a list of all unit employees, including their name, grade, position title, classification series, and arranged by organization unit.

Section 5. The cost of reproducing the Agreement shall be borne by the Center. Each unit employee will be: advised of the Union's exclusive recognition; given a copy of the Agreement; and informed of their rights stated in the Agreement.

Section 6. The Center will provide a copy of the AFGE Health Benefits brochure to unit employees if such brochures are supplied by the Union.

Article V. Use of Official Time

Section 1. Union officers and representatives who are unit employees, shall be allowed a reasonable amount of official time, if otherwise in a duty status, to carry out their representational activities prescribed in this agreement.

Section 2. Workloads permitting, supervisors will allow Union officers and representatives to leave their work locations or their regular duties for representational purposes. Prior to leaving their work locations or duties, the officers or representatives shall inform their supervisors of where they can be reached by telephone and the approximate length of time they anticipate being away. When an officer or representative enters a work area for representational purposes, he/she will request permission of the supervisor of the area he/she is entering. If the officer or representative is not permitted to contact the employee he/she wishes to see, the supervisor will advise the officer or representative of the reasons therefore and the time when the employee will be available.

Section 3. Union officers, including National officers and other designated representatives of the Union who are not employees of the Center, will be admitted to the Center upon request, subject to internal security practices. When entering the Center, Union officers and representatives shall advise the Administrative Officer's office of the visit.

Section 4. The Center will allow two (2) unit employee Union representatives official leave to attend training sessions of mutual benefit to the Center and the Union.

Section 5. As provided by 5 U.S.C. 7131(b), "Any activities performed by any employee relating to the internal business of a labor organization (including the solicitation of membership, elections of labor organization officials, and collection of dues) shall be performed during the time the employee is in a non-duty status."

Article VI. Use of Official Facilities

Section 1. At the request of the Union, an available Center conference room will be provided for Union meetings. The meetings will be held during the non-duty hours of the employees involved.

Section 2. a) Authorized representational activities will normally be conducted at the employee's worksite. When the employee's worksite is not appropriate, the Union office may be used. The employee and the Union representative will notify their supervisors of the expected duration of the meeting.

b) The Center will provide the Union secured office space. The Center will also provide one table, two chairs, and one locked file cabinet. The Union is expected to keep the space clean and orderly. It is understood that the space is under the control of the Center and future use of it is contingent upon continued availability.

Section 3. In the exercise of authorized representational activities, Union representatives will be permitted to use Center telephones to contact unit employees and management representatives within the prescribed local telephone band area.

Article VII. LMR Committee

Section 1. A joint Labor-Management Committee shall be established consisting of not more than three (3) members selected by the Union and an equal number selected by the Center. The Committee will meet monthly to discuss and attempt to resolve matters of mutual concern to the parties (except grievances). Agenda items will be submitted by both parties three (3) workdays in advance of each meeting. Union representatives, if otherwise in a duty status, will be on official time during the meetings.

Section 2. Nothing contained in this Agreement shall preclude the parties from meeting as often as is mutually agreed to resolve emergency problems that may arise.

Article VIII. Scope of Consultations and Negotiations

Section 1. The Union will be advised sufficiently in advance to permit thorough discussion of any proposed new, or changes to existing, personnel policies and practices and other matters affecting the general working conditions of unit employees that are not in conflict with this Agreement and that are within the authority of the Center. The Union will be given the opportunity to discuss the proposal with appropriate Center management officials on official time if otherwise in a duty status and may make written or oral comments, suggestions, or alternative proposals. The Center will give serious, good-faith consideration to any views or proposals raised by the Union prior to making any decision with respect to the implementation of the proposed policy. It is understood that implementation of such proposed policies will be in a fair and objective manner.

Section 2. Except those matters covered in Article IX, Article XVII, and Article XVIII, the parties agree to defer negotiations over new, or changes to existing, personnel policies, practices and general working conditions affecting unit employees promulgated or implemented under this Article until the first or second anniversary dates of the Agreement. At least thirty (30) calendar days prior to an anniversary date, the party desiring negotiations over any changes made during the preceding year shall notify the other party in writing. The notice shall specify the subjects to be negotiated and include any written proposals. The parties will meet as soon as possible after the anniversary date to negotiate the changes.

Article IX. Research Programs and Demonstration Projects

If a research program or demonstration project under 5 U.S.C. 4703 is approved for use at the Center, the Union will be informed and provided a thorough explanation of it prior to implementation. Negotiations will proceed at the request of either party. Negotiations over the matter will not be subject to Article VIII, section 2.

Article X. Performance Evaluations

Section 1. Supervisors shall establish unit employee performance standards that are fair, objective, and measurable. The application of performance standards and the determination of acceptable level of competence shall both be made in a fair and objective manner. Supervisors shall take into consideration factors beyond the control of the employee when evaluating performance.

Section 2. In accordance with Article IV, Section 3, an immediate supervisor can meet with an employee without the presence of a union representative to discuss the employee's performance on a continuing basis throughout the rating period. However, this does not preclude the Union from having follow-up meetings with the supervisor at the request of the employee.

Section 3. When the immediate supervisor proposes to take corrective action based on an unit employee's performance (denial of within-grade increase, reassignment, reduction in grade, or removal), a discussion will be held between the supervisor, the employee, and the employee's Union representative if requested by the employee. The performance standards and other performance documentation will be available for review at the meeting. If a unit employee designates the Union as its representative, the Center will forward copies of any letters of proposal and decision to the representative.

Section 4. The Center and the Union encourage employees to discuss their performance with their supervisor throughout the rating period for the purpose of seeking and offering ideas for improvement in efficiency and productivity.

Article XI. Grievance Procedure

Section 1. The purpose of this Article is to provide a fair and mutually acceptable method for the settlement of grievances within the scope of this Article (Section 2 below). The negotiated procedure shall be the exclusive procedure available to the parties and employees in the unit for resolving such grievances, except as otherwise noted. As required by 5 U.S.C. 7121(b)(3): (1) this procedure is available for use by the exclusive representative in the Union's behalf or on behalf of any employee in the unit; (2) employees may present grievances on their own behalf, although the Union has the right to be present during the grievance proceeding; and (3) any grievance not satisfactorily settled under this grievance procedure may be taken to binding arbitration under Section 10 of this Article by either the Union or Management.

Section 2. Grievances covered by this procedure are complaints

- (A) by any employee concerning any matter relating to the employment of the employee;
- (B) by any labor organization concerning any matter relating to the employment of any employee; or
- (C) by any employee, labor organization, or agency concerning
 - (i) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
 - (ii) any claimed violation, misinterpretation, or misapplication of law, rule, or regulation affecting conditions of employment (including established personnel policies and practices)

except those grievances excluded under Section 3.

Section 3. This procedure shall not apply to any grievance concerning:

- (1) any claimed violation of subchapter III of Chapter 73 of Title 5 U.S.C. (relating to prohibited political activities);
- (2) retirement, life insurance, or health insurance;
- (3) a suspension or removal under Section 7532 of Title 5 U.S.C.;
- (4) any examination, certification, or appointment;
- (5) the classification of any position that does not result in the reduction in grade or pay of an employee;
- (6) the content of published ARS and Department of Agriculture regulations and policy;
- (7) nonselection for promotion from a group of properly ranked and certified candidates;
- (8) a proposal notice of an action prior to the time the action is taken;
- (9) an action which terminates a temporary promotion within a maximum period of two years and returns the employee to the position from which the employee was temporarily promoted, or reassigns or demotes the employee to a different position that is not at a lower grade or pay than the position from which the employee was temporarily promoted;
- (10) the granting of, or failure to grant, an employee performance award or the adoption of, or failure to adopt, an employee suggestion or invention under Sections 4503-4505 of Title 5 U.S.C.;
- (11) the receipt of, or failure to receive, a quality salary increase under Section 5336 of Title 5 U.S.C.;
- (12) grievance for which the desired relief would constitute a change to established personnel policies and practices or other matters affecting conditions of employment in the unit. These matters would be subject to negotiations between the Center and the Union;

(13) any other matter for which the desired relief may be obtained through the established rules and regulations of the Federal Labor Relations Authority or the Federal Service Impasses Panel (except unfair labor practices which may be raised under this grievance procedure or under the procedures of the Authority, but not both).

Section 4. Employees may grieve matters covered by Sections 2302(b)(1), 4303, and 7512 of 5 U.S.C. under this procedure or under the statutory procedure, but not both. For matters covered by Section 2302(b)(1), an employee will have exercised the option upon timely initiating an action under the applicable statutory procedure or timely filing a written grievance at the appropriate level of this procedure, whichever occurs first. In regard to Sections 4303 and 7512, an employee will have exercised the option upon timely filing of appeal under the statutory procedure, or timely filing of a written grievance at the appropriate level of this procedure, whichever occurs first.

Section 5. Employees will be allowed a reasonable amount of official time to present grievances to their Union representative and to Center management. Likewise, designated Union representatives will be allowed a reasonable amount of official time to receive, investigate, and present grievances of unit employees to management in accordance with the provisions of this Article.

Section 6. Procedure for grievances including the interpretation and application of this agreement and over matters within the discretion of the Center Director.

Step 1. The Union or an aggrieved employee is required to seek informal resolution of a grievance with the immediate supervisor within fifteen (15) workdays of the event, or his/her knowledge of the event, giving rise to the grievance.

The supervisor shall notify the grievant of his/her decision within five (5) workdays of receipt of the grievance. If an employee presents a grievance, the Union will be informed and may have an observer present during the proceedings.

Step 2. If the Step 1 decision is not satisfactory, the Union and/or the employee shall have five (5) workdays in which to reduce the grievance to writing and present it to the Research Leader or the Administrative Officer, as appropriate, who will attempt to resolve the grievance informally. If no satisfactory settlement is reached, a written decision on the grievance will be issued within five (5) workdays of receipt of the written grievance.

Step 3. Within seven (7) workdays of receipt of the written decision of the Step 2 supervisor, the Union or the employee may refer the grievance to the Center Director, providing the information contained in Step 2. The Center Director will attempt to resolve the grievance informally, including consultation with appropriate officials. If no satisfactory settlement is reached, the Center Director will issue a written decision within seven (7) workdays of receipt of the grievance. This is the final determination within the Agency.

Section 7. Procedure for grievances covered by Section 2 that are beyond the authority of the Center Director but within the authority of the Regional Administrator (RA).

Within fifteen (15) workdays from the date of the event (or knowledge thereof) giving rise to the grievance, or within fifteen (15) workdays from the effective date of any disciplinary action, the Union or an employee may file a written grievance to the RA. The RA will have forty-five (45) calendar days from date of receipt of the grievance to make appropriate inquiries and issue a written decision.

Section 8. Procedure for grievances covered by Section 2 that are beyond the authority of the RA but within the authority of the Administrator, ARS.

Within fifteen (15) workdays of the event (or knowledge thereof) giving rise to the grievance, the Union or an employee may file a written grievance to the Administrator, ARS. The Administrator will be allowed sixty (60) calendar days from the date of receipt of the grievance to make appropriate inquiries and to issue a written decision.

Section 9. At a minimum, grievance required to be in writing shall contain:

- (1) the employee's name, title, and work location;
- (2) the nature of the grievance, including any available details;
- (3) any rules or regulations applicable to or affecting the grievance;
- (4) whether the employee is represented by the Union and, if so, the name of the representative;
- (5) the desired relief.

Section 10. If the decision of the Center Director, Regional Administrator, or Administrator, ARS, is unsatisfactory, the Union may refer the grievance to arbitration within ten (10) workdays after receipt of the decision. The procedures for arbitration shall be as follows:

- (1) within ten (10) workdays after the notice invoking arbitration is received, the moving party shall prepare a request to Federal Mediation and Conciliation Service to submit a list of seven (7) qualified arbitrators to the parties. Within ten (10) workdays after receipt of the list, the parties will meet and select one arbitrator from the list either by mutual agreement or by alternately striking names.

- (2) The arbitrator shall be the sole judge of the procedures to be followed in the hearing and deciding of the grievances. Agency employees who are called to testify as witnesses at a hearing shall suffer no loss of pay if they are otherwise in an active duty status.
- (3) an arbitrator will not: add to, subtract from, change, or modify any provisions of this agreement; or change ARS or Department of Agriculture policy or regulations.
- (4) an arbitrator may order the abatement of a safety or health hazard and may recommend or suggest an abatement procedure; however, the arbitrator may not mandate the particular abatement procedure.
- (5) the decision of the arbitrator is binding except that either party may appeal the award to the Federal Labor Relations Authority in accordance with the regulations prescribed by the Authority. The appealing party will notify the other party of such an appeal.
- (6) all fees and expense of the arbitrator shall be borne equally by the parties. Transcripts will be made of arbitration hearings over matters covered under Sections 2302(b)(1), 4303, and 7512 of 5 U.S.C. Transcripts will not be made of arbitration hearings over other matters.

Section 11. Questions involving grievability or arbitrability must be raised under this procedure (see Section 10).

Article XII. Health and Safety

Section 1. The Union and the Center agree to cooperate in the furtherance of safety objectives and the enforcement of applicable safety regulations.

Section 2. There shall be established a Health and Safety Committee composed of two representatives designated by the Center and two representatives designated by the Union. The Chairperson shall be selected alternately by the Center and the Union on an annual basis. The purpose of the Committee is to: (1) review the existing safety and health practices, and (2) recommend improvements in the implementation of applicable safety and health regulations. Unit employees, when serving on the Committee as Union representatives, shall be on official duty if otherwise in a duty status.

Section 3. The Union and/or employees will report any unsafe working conditions to the Center. On receipt of such report of conditions believed to be unsafe, the Center will take prompt and appropriate action to investigate the situation and to apply appropriate remedies. Such investigation may include consideration by the Safety Committee. If the Center determines that no corrective action is necessary, the reasons for such determination will be given verbally to the person making the report. Reports of unsafe working conditions shall become an automatic agenda item at the next regular meeting of the Safety Committee.

Section 4. Unit employees will be encouraged to properly utilize safety devices or equipment provided by the Center that are required for the safe performance of their duties.

Section 5. If operating manuals or instructions are available for the operation or repair of Center equipment, employees shall be given a reasonable opportunity

to review such manuals or instructions before adjusting or repairing such equipment. Where such manuals or instructions are not available, the employee shall seek or receive from the supervisor instructions in sufficient detail to safely complete the assignment.

Section 6. Information on the use and operation of government and private vehicles for official business provided to motor vehicle operators and placed in Center government vehicles will include information on the liability of Federal drivers.

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

Section 8.

- (A) Employees shall be advised in advance when they shall be working with known carcinogens or teratogens.
- (B) The Union and/or employees may at any time recommend and/or request, through the supervisory chain to the Administrative Officer, periodic medical examinations for employees working with hazardous substances for whom such examinations have not already been approved. Initial examinations will be scheduled as soon as practicable after such requests are approved.
- (C) The Center shall provide the Union initially, and as requested annually thereafter, a list of employees working with known carcinogens for whom approval has been granted for periodic medical examinations.

At Section 9. Information on Federal Employee Compensation may be obtained in
St the Center Personnel Office at any time. However, an employee suffering a
st job-connected injury or illness and/or his representative may request imme-
S diate assistance regarding a claim for compensation for such illness or injury
t and the Center will provide such assistance.

t Section 10. Information provided on AD-278's (Supervisor's Report of Accident),
t except the information contained in Blocks 3, 4, and 6, and safety suggestions
t will be provided the members of the Safety Committee at the next regular meeting.

t Section 11. The Center will recommend that a Union representative accompany
t outside safety inspectors (e.g., OSHA) during their inspections of the Center.
t This representative will normally be an employee serving as a Union representa-
t tive to the Safety Committee. Said representative, if otherwise in a duty
t status, will be granted official time to accompany the inspector(s) during the
t actual inspection of the Center facilities.

t Section 12. The Center agrees to invite the Red Cross to conduct a blood
t donation program in the Center. Unit employees shall be permitted to donate
t blood to the Red Cross at this program on official time.

Article XIII. Disciplinary and Adverse Actions

Section 1. If a unit employee designates the Union as its representative in writing, the Center will forward copies of any letters of proposed disciplinary and adverse action and any letter of decision to the representative.

Section 2. The Center agrees to notify the Union of adverse action hearings and to allow a Union official acting as an observer to attend such hearings of unit employees if the employee has not designated a Union official as his representative. If the observer is otherwise in an active duty status, such attendance shall be on official duty. However, overtime, travel, or other expenses shall not be paid to such observers.

Section 3.

- (A) Procedures for grieving disciplinary and adverse actions are contained in Article XI, Grievance Procedure, Section 7.
- (B) Regulations pertaining to statutory appeals of adverse actions are contained in the DIRECTIVE entitled Employee Appeals to the Merit Systems Protection Board.
- (C) Procedural requirements for certain disciplinary and adverse actions are contained in 5 U.S.C. 7503 and 7513.

Section 4. If an employee has questions over the grievance/appeal rights for disciplinary or adverse actions, the employee may contact the Center Administrative Officer or the Union.

Article XIV. Promotions

Section 1. The Center has the right to fill a position through the competitive promotion process and through other appropriate sources such as reemployment priority lists; handicapped individuals; Veteran Readjustment eligibles; individuals with appropriate OPM certification; and employees who have been previously demoted; transferred, reduced-in-force, or reassigned.

Section 2. Vacancy announcements for positions in the unit shall be displayed on Center bulletin boards for at least ten (10) calendar days prior to the closing date.

Section 3. The reasons for changes in the basic qualifications requirements of unit vacancy announcements will be provided upon request of the Union.

Section 4. Reports of potential for supervisory positions will be shown to the employee upon request.

Section 5. When a merit promotion panel is convened for a vacant unit position, the Union will be given the opportunity to have a Union-selected observer present. The panel will not be unreasonably delayed due to the unavailability of the Union observer.

Section 6. A unit employee assigned to a higher level unit position for two (2) pay periods or longer who is: (a) qualified for the position, and (b) expected to perform the majority of the major duties and responsibilities of the position during the period, will be temporarily promoted to the position. Short details shall not be used to avoid temporary promotions.

Section 7. Selections for such temporary positions will normally be made from

among employees in the immediate work area. The promotions, where practicable, will be rotated among employees.

Section 8. When a request is made to the Servicing Personnel Office by the Union for access to the official promotion file, the Center will make every effort to insure that the requested documents are made available as quickly and as completely as possible.

Article XV. Equal Employment Opportunity

Section 1. As provided by 5 U.S.C 2302(b)(1), "Any employee who has authority to take, direct others to take, recommend or approve any personnel action, shall not, with respect to such authority -

- (1) discriminate for or against any employee or applicant for employment -
- (A) on the basis of race, color, religion, sex, or national origin, as prohibited under section 717 of the Civil Rights Act of 1964 (42 U.S.C. 2000e-16);
 - (B) on the basis of age, as prohibited under sections 12 and 15 of the Age Discrimination in Employment Act of 1967 (29 U.S.C 631, 633a);
 - (C) on the basis of sex, as prohibited under section 6(d) of the Fair Labor Standards Act of 1938 (29 U.S.C 206 (d));
 - (D) on the basis of handicapping condition, as prohibited under section 501 of the Rehabilitation Act of 1973 (29 U.S.C. 791); or
 - (E) on the basis of marital status or political affiliation, as prohibited under any law, rule, or regulation;".

Section 2. If an employee feels he/she has suffered discrimination under 5 U.S.C. 2302(b)(1), the employee may utilize either:

- (1) the statutory EEO complaint procedure by contacting an EEO counselor, or,
- (2) the negotiated grievance procedure found in Article XI, sections 6-8.

Section 3. When a unit employee contacts a Center EEO Counselor with an allegation of discrimination, the Counselor will inform the employee that he/she can be represented by the Union during the counseling and complaint stages.

Section 4. The Center agrees to permit the Union to designate one unit employee as a Union representative on the Center's EEO Advisory Committee.

Article XVI. Overtime

Section 1. Overtime work assignments will be distributed on an equitable basis insofar as the requirements of the work unit will permit. Union representatives may consult with supervisors concerning the assignment of overtime in an effort to keep overtime distribution equal among employees. Overtime records will be available for review by the Union.

Section 2. In the assignment of overtime, the Center will provide the employee with advance notice. Any unit employee designated to work overtime on days outside his basic workweek will be notified, except in cases of emergency, no later than the start of the employee's scheduled lunch period on the last day of the basic workweek. When overtime is to be performed on a holiday, one day advance notice, except in emergencies, will be given to the employees affected.

Section 3. In those work units where large amounts of overtime are used, the Center will give serious consideration to hiring additional personnel.

Section 4. Overtime shall not be compulsory except when work requirements do not permit rescheduling to another time.

Section 5. Regulations pertaining to overtime pay rates, call back overtime, and use of compensatory time in lieu of overtime are contained in the DIRECTIVE titled Overtime. The DIRECTIVE is available for review in the personnel office.

Article XVII. Contracting Out of Bargaining Unit Work

Section 1. The Union will be notified at the time the Center prepares a preliminary statement of work or equivalent that is the basis for a contract or procurement action that has the potential to reduce the grade level of, or eliminate unit positions. Information on the unit positions affected, the proposed effective date, and the reasons for the action (including feasibility studies and other back-up materials) will be provided. The Union will be given the opportunity to present its views and make recommendations before management decides whether or not to contract the work.

Section 2. Information on other contract or procurement actions that include bargaining unit work will be available for review by the Union upon request. These may be discussed at LMR Committee meetings.

Article XVIII. Reduction in Force

Section 1. The Center agrees to notify the Union at least seven (7) workdays in advance of any Reduction-in-Force (RIF) or reorganization, furnishing the reasons therefore, and defining the extent of the Reduction. The Center will continue to provide the Union with current information on the RIF or reorganization until the completion of the action. The Center agrees to consider the views and recommendations of the Union regarding accomplishment of the Reduction by attrition, retraining, or other means.

Section 2. After affected unit employees are informed of a RIF, the Center will inform all other unit employees.

Section 3. The Center agrees to seek approval of Early Out Retirement in RIF situations. Information concerning this and other types of retirement will be made available to employees.

Section 4. The Center agrees to provide training for employees placed in jobs where the duties are different from those previously performed. Within thirty (30) workdays after the vacancy is filled, the supervisor and the employee will: (1) discuss the requirements of the position, (2) evaluate training needs, and (3) establish a training plan. Training will be provided as soon as practical. This does not preclude the supervisor and the employee from discussing training needs in the future.

Section 5. The Center will assist employees whose jobs are to be abolished in obtaining information and counseling on Federal and State employment matters.

Section 6. Affected unit employees will be provided with an extra copy of RIF notices that they may forward to the Union at their option. The extra copy will be annotated "For AFGS Local 1657 or other designated representative."

Article XIX. Hours of Work

Section 1. Assignments to fixed tours of duty shall be scheduled in advance covering periods of not less than four (4) weeks. Wherever possible, the days off will be consecutive and fall on Saturday and Sunday.

Section 2. When due to unforeseen circumstances or to facilitate use of annual leave, it is necessary to alter an employee's fixed tour of duty, the employee shall be notified of the change at least three (3) workdays in advance and the change shall be for at least one (1) week's duration. Such changes will be distributed equitably among qualified employees.

Section 3. Consistent with the nature of the work performed and subject to the control of each supervisor, each unit employee will be allowed a reasonable amount of official time to change clothes at the beginning and end of the workday and to clean up prior to the lunch period and at the end of the workday. In the same manner, a reasonable amount of official time will be allowed for employees for the storage, clean-up, and protection of Government property, equipment, and tools prior to the end of the workday.

Section 4. Except in emergencies such as defined in DIRECTIVE 402.1, G.1, the Center will provide Union officers and stewards at least fifteen (5) workdays notice prior to changing their tour of duty or detailing them to another work unit.

Article XX. Flexitime

Section 1. This article applies to permanent full and part-time unit employees assigned to a standard 8-hour daytime workday, except employees occupying positions excluded by management.

Section 2. The Flexitime model is illustrated as follows:

Flexible Time Band	Core Time Band	Mid-Day Flexible Time Band	Core Time Band	Flexible Time Band
6:30 a.m.	9:00 a.m.	11:30 a.m.	1:00 p.m.	3:00 p.m.
				5:30 p.m.

- (A) Working Hours. The period 6:30 a.m. to 5:30 p.m. during which it is permissible to schedule 8 hours of work.
- (B) Morning Flexible Period. Within work limit requirements set by the supervisor, employees may select a daily arrival time at fifteen minute intervals between 6:30 a.m. and 9:00 a.m. (i.e., 7:00 a.m., 7:15 a.m., etc.). Employees may vary their starting times on a day-to-day basis except when official business requires that the supervisor adjust employee's work schedules.
- (C) Core Period. The periods 9:00 a.m. to 11:30 a.m. and 1:00 p.m. to 3:00 p.m. represent the hours all employees are required to be on duty or on leave. Meetings should be scheduled during this period and customers should be made aware all employees are normally available during this period.
- (D) Mid-day Flexible Band. Each employee must take a minimum 30-minute unpaid lunch break between 11:30 a.m. and 1:00 p.m. Supervisors are encouraged to approve employees' requests insofar as the request does not conflict with requirements. This break must not be taken outside of the set time period.

- (E) Afternoon Flexible Period. Each workday will end between 3:00 p.m. and 5:30 p.m., at fifteen minute increments after the employee has worked or otherwise accounted for 9 hours plus a lunch break.
- (F) Core Time Deviation (CTD). Upon advance request of the employee and advance approval by the immediate supervisor, an employee's absence during core time may be made up by accounting for an equal amount of time on the same workday during a flexible time band. This exception to core time requirements may not be used on a regular or recurring basis. The approval of CTD for one employee must not result in a forced schedule change for another employee. CTD cannot be approved if it would involve extending the employee's workday beyond the established working hours (i.e., 6:30 a.m. to 5:30 p.m.).
- (G) Customer Service Band. A Customer Band will be maintained from 8:00 a.m. to 4:30 p.m. During this period, telephone, receptionist, administrative, secretarial, and Plant Management Services will be available.
- (H) Supervisory Perogatives. Supervisors will continue to exercise final authority to determine when a employee shall work because of the needs of the organization. This is in keeping with the practice followed for approval of disapproval of leave. Situations which could reduce full use of flexitime include, but are not limited to, the need for adequate supervision, safety considerations, the need for at least two employees to be on duty when running equipment, and the need to provide required services for the Center. In these situations, the supervisor will make every effort to determine a work schedule which provides flexibility for the employee and meets the needs of the Center. It is understood that this may also require the adjustment of the supervisor's schedule.

Section 3. All employees are required to sign in and out on Form SEA-610 when reporting for work at the start of the workday, for their lunch break, and at the close of the workday. The records will be retained in the T&A files.

Section 4. Unit employees will be granted one 15 minute rest break in the morning and one in the afternoon at a time mutually agreeable to the employee and the immediate supervisor. Such rest breaks shall normally begin no earlier than one hour after the beginning of an employee's tour of duty and one hour after an employee's lunch break. Normally, no rest breaks may begin later than 1 hour and 15 minutes before an employee's scheduled lunch break and 1 hour and 15 minutes before the end of the employee's tour of duty.

Article XXI. Effective Date and Term of the Agreement

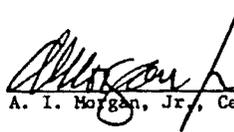
Section 1. The effective date of this Agreement and any supplement or amendment thereto shall be the date of its approval by the Director of Personnel, U.S. Department of Agriculture. Any Agreement not approved or referred to the parties for further negotiation by the 30th day after execution by the parties will become effective on the 31st day.

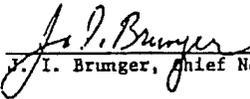
Section 2. The duration of this Agreement shall be for a period of three (3) years from the date of its approval. Either party may give written notice to the other not more than 105 or less than 60 days prior to the expiration date for the purpose of renegotiating this Agreement. The specific changes proposed shall be included in the written notice. If negotiations are not concluded prior to the expiration date, the Agreement will be extended by ninety (90) workdays and may be extended thereafter by mutual consent increments of ninety (90) workdays. If neither party serves notice to renegotiate this Agreement, the Agreement shall be automatically renewed for one (1) year periods subject to the other provisions of this Article.

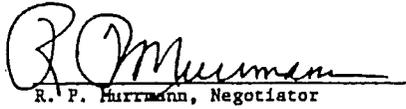
Section 3. Amendments or supplements to this Agreement may be negotiated at any time to reflect legal or regulatory changes. Any supplement or amendment to this Agreement will remain in effect during the remaining life of this Agreement, unless terminated or modified by the parties.

Section 4. Upon approval, this Agreement will supersede and cancel all previous relevant formal and informal agreements and will serve as the sole agreement between the parties.

For the Center:


A. I. Morgan, Jr., Center Director

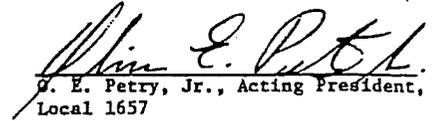

J. I. Brunger, Chief Negotiator


R. P. Murrman, Negotiator

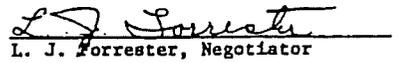

J. W. Meyer, Negotiator


H. Nonaka, Negotiator

For the Union:


G. E. Petry, Jr., Acting President,
Local 1657


C. Turner, Chief Negotiator


L. J. Forrester, Negotiator

November 17, 1982
Date

Approved by Director of Personnel, USDA and effective December 15, 1982.

