LABOR-MANAGEMENT AGREEMENT

BETWEEN THE

FEDERAL GRAIN INSPECTION SERVICE

LEAGUE CITY FIELD OFFICE

AND

LOCAL 3769

NATIONAL COUNCIL OF FEDERAL GRAIN INSPECTION LOCALS,

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES (AFL-CIO)

ARTICLE 1 RECOGNITION

Section 1 The Parties

This Agreement is made and entered into by and between the U.S. Department of Agriculture (USDA), Federal Grain Inspection Service (FGIS), League City Field Office, hereinafter referred to as Management or the Agency, Local 3769 of the National Council of Federal Grain Inspection Locals, American Federation of Government Employees, hereinafter to as the Union, and collectively known as the Parties.

Section 2 Scope of Supplemental Agreement

It is understood that the purpose of a local supplemental agreement is for coverage of items that have application for employees of the League City Field Office. This local supplemental agreement is entered into pursuant to Article 31 of the Labor-Management Agreement between the Federal Grain Inspection Service and the National Council of Federal Grain Inspection Locals, American Federation of Government Employees (AFL-CIO), and nothing may be included in the local supplemental agreement which is in conflict with the Master Agreement.

ARTICLE 2 HOURS OF WORK

Section 1 Basic Work Week

The basic workweek shall consist of 5 consecutive days totaling 40 hours in the administrative workweek established for employees during which they are scheduled to be on duty and for which they receive straight time pay.

Section 2 Tour of Duty

A. To the maximum extent possible, basic workweek assignments shall be scheduled 7 days in advance, cover periods of at least 14 days and, whenever practical, shall include the location of the regularly assigned duty point. This duty point may be subject to change in abnormal, unplanned or unforseen circumstances.

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

C. All employees shall be rotated equally between shifts and elevators insofar as practical. Adjustments may be made by mutual agreement. However, with management's approval employees may mutually agree to trade shifts provided they are of the same grade or do comparable work. Management agrees to grant such approval on a fair and equitable basis provided it does not affect the efficiency of the Agency's mission.

ARTICLE 3 OVERTIME

Section 1 General

A. Notice

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

B. Call-Back Overtime

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

C. Overtime Rates

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

Section 2 Weekend Overtime

A. Definition

The parties agree that the purposes of this section, weekend overtime is that overtime scheduled on the employee's 2 consecutive days off.

B. Application

The parties agree that the provisions regarding the scheduling of weekend overtime apply only to the permanent full-time employees.

C. Scheduling

1. Any overtime work on a weekend will be done so on a volunteer basis, if not enough volunteers are available then the overtime list will be used to determine who will work. The employee with the lowest number of hours will work as needed.

2. Normally employees will have at least 18 weekends off per leave year unless the needs of the service preclude it. The 18 weekends off shall be prorated for new employees in the Field Office.

3. Subject to Management's approval, employees may agree to trade for all or part of the weekend. Management agrees to grant such approval on a fair and equitable basis. An employee who is not scheduled for overtime and traded with a scheduled employee is not credited with a weekend worked because he/she took the place of an employee scheduled to work the weekend. Each weekend not worked by an employee for any reason shall be counted toward the 18 weekends off. If an employee who is scheduled to work weekend overtime works any part of his/her scheduled weekend or obtains a replacement, the scheduled employee will be considered to have worked a weekend. The replacement employee will receive no credit for a weekend worked.

4. The above provisions do not require management to record or monitor number of weekends employees work.

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

6. Employees granted 2 consecutive days Annual Leave will normally not be scheduled for work on their weekend adjoining the leave. This does not apply to holiday weeks.

Section 3 Scheduling Work After 8 Hours a Day

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

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

C. Employees with lower overtime will not be allowed to bump other employees at other work locations.

D. Employees with lower overtime may relinquish overtime work hours to other employees at the same grade or do comparable work with prior approval from the shift supervisor working at the elevator.

Section 4 Scheduling Holiday Work

All holiday work will be scheduled as we schedule weekend work, i.e., volunteers will work first; if no volunteers, the lowest qualified person on the overtime list that can perform the duties will be scheduled to work first.

ARTICLE 4 RETURN FROM OUT-OF-TOWN ASSIGNMENT

Normally, no employee returning from a 2 week or more out-of-town assignment will be ordered to work overtime within 16 hours after his return. An out-of-town assignment is one which requires overnight lodging.

ARTICLE 5 EMERGENCY SITUATIONS

The Guidelines for Dismissal and Leave Treatment of Federal Employees During Emergency Situations is FPM Supplement 990-2, Book 610, Appendix A, shall apply in making determinations as to employees' entitlements to administrative leave during adverse climate or disaster conditions.

ARTICLE 6 WORK ENVIRONMENT

Management agrees to make every effort to insure adequate heating and cooling of FGIS-controlled facilities.

ARTICLE 7 PHYSICAL EXAMINATIONS

A. Any employee who believes he or she has been overly exposed to hazardous chemicals will be permitted to be examined by a physician.

B. All employees will be permitted to receive a physical every 3 years at their option.

ARTICLE 8 DURATION OF SUPPLEMENT

Section 1 Effective Date

This agreement shall remain in full force and effect following approval by the Director of Personnel, USDA for two years.

Section 2 Reopening

Upon the unilateral request of either Party, the contract shall be reopened for negotiations prior to the termination of the contract. However, either Party may give written notice to the other not more than 90 days nor less than 60 days prior to the anniversary date of approval of the supplement.

Section 3 Renewal

If neither Party serves notice to renegotiate this supplement, the supplement shall be automatically renewed for 1 year period intervals.

EXECUTION DATE IS: MAY ~~22~~ 24, 1991

FOR THE AGENCY

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