

LOCAL SUPPLEMENTAL AGREEMENT

BETWEEN

THE FEDERAL GRAIN INSPECTION SERVICE  
NEW ORLEANS FIELD OFFICE

AND

THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
LOCAL 3157

EFFECTIVE DATE 4-20-95

## Article 1 General

### Section 1 Recognition

This Agreement is a local supplement to the National Agreement between the National Council of the Federal Grain Inspection Locals, American Federation of Government Employees (AFL-CIO), and the USDA, Federal Grain Inspection Service (FGIS), Field Management Division. This supplement is between FGIS, Field Management Division New Orleans Field Office (hereinafter referred to as Management) and AFGE Local 3157 (hereinafter referred to as Union) covering the bargaining unit employees assigned locations in Port Allen, Lutcher, Crowley, and Destrehan Louisiana. Collectively referred to as the parties.

### Section 2 Purpose

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

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

### 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 following approval.

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

Management will provide the Union one (1) private office within the field office with file cabinet, desk, typewriter, and telephone to conduct its representational duties.

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, where such notice is not given and space is available, such space will be provided to the Union.

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

Management agrees to furnish lockers at each export elevator work site where space is available. *JM*

## 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.

The time traveling back to the employee's initial duty point is considered part of the employee's commuting time. However, the employee will not be required to wait for an unreasonable amount of time for transportation back to the initial duty point. Waiting time beyond 15 minutes is considered unreasonable.

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

Employees authorized by management to provide transportation will be compensated for their time when they are required to go an unreasonable distance outside their normal commute.

## Article 5 - UNION REPRESENTATION AND OFFICIAL TIME

### Section 1

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

### 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.

### Section 3

The Union will be provided with twenty (20) hours official time per week to perform representational duties.

It is understood that additional official time will be granted to union officials to performing representational duties as the Area Representative in accordance to the National Contract.

## Article 6 NOTIFICATION

Management will notify the Union of changes to existing local personnel practices, policies, or conditions of employment that are of more than a "de minimus" nature. Such notification will normally be 14 days in advance. If the Union wants to negotiate, it must make the request within 7 days of notification. actual negotiations will begin at a mutually arranged time, generally, as soon as possible. Normally, implementation will be delayed until bargaining is completed unless the change is consistent with the necessary functioning of Agency operations.

## Article 7 LEAVE

### Section 1 - General

Annual leave, and sick leave may be charged in 15 minutes increments.

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

### Section 2 - Annual Leave

Management will post a notice by January 1st of each year for *JM*

yearly annual leave request. The annual leave period will be from February 1 to January 31 the following year.

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

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

In Areas 1 & 2 a maximum of (3) ACG's and six (6) total employees will be granted annual leave in each of the area at any one time. Additional annual leave may be granted if the work load permits.

In the Areas 3 and 4 a maximum of five (5) ACG's and nine (9) total employees will be granted annual leave one time, excluding the months of November and December. A maximum of four (4) ACG's and/or seven (7) employees will be granted annual leave during November and December.

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

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

### Section 3 - Sick Leave

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

Employee requests for sick leave will be made to the Operation *JM*

Supervisor, Shift Supervisor, or notification to the Head Grader if these individuals are not available. If are they not available, a request for sick leave will be made to the AFOM, or FOM by the employees.

Employees granted sick leave are required to complete an SF-71, to include the appropriate blocks on the reverse side of the SF-71. Employees using more than three (3) consecutive work days may be required to submit medical documentation from a doctor.

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

#### Section 4 - Tardiness

Management may excuse tardiness not in excess of one (1) hour when the tardiness by employees is unavoidable, such as, but not exclusive to severe weather, and traffic etc.

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

#### Section 5 - Breaks

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

Normally, employees will be given two (2), 15 minute breaks per 8 hour shift.

Normally, the first break will be taken between the first and third hour of the shift. Normally, the second break will be taken between the fifth and seventh hour of the shift.

Normally, employees will be given three (3), 15 minute break per 12 hour shift. Normally, the first break will be taken between the first and third hour of the shift. Normally, the second break will be taken the fifth and seventh hour of the shift. Normally, the *JA*

third break will be taken between the ninth and eleventh hour of the shift.

## Article 8 TOUR OF DUTY AND ASSIGNMENTS

### Section 1

The Area that made up the former field offices of Belle Chasse, Lutcher, and Destrehan will be divided into four Areas (1, 2, 3, and 4) with separate official duty stations, and boundaries that do not over-lap.

Under normal circumstances employees will be assigned duties within their assigned Area.

### Section 2

The Local President, and Union Representatives from each Area will have the Option to be retained on a regular shift.

### Section 3

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

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

### Section 4

When employees are reassigned to a remote location to work unscheduled overtime for more than 3 hours, arrangement will be made for employees to obtain suitable food. *MM*

## Section 5 - Swaps

Employees will be allowed to swap shifts and/or elevators provided that proper written request is given to Management and there is no adverse impact upon the Agency.

- (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 employees responsibility to ensure the documentation is on file.
- (B) Normally, swaps will only be approved for a minimum of eight week duration.
- (C) Swaps of less than eight week duration will be considered for the special needs. The swap documentation request must show the reason why the employee need to change shifts and/or work sites.
- (D) The following swaps may be permitted:
  - (1) Shift swap at assigned elevator;
  - (2) Elevator swaps for entire rotations.
- (E) Double swaps or multiple swaps will not be allowed on any rotation.

## Section 6

Under normal circumstances, each employee's starting, quitting times, and work locations assigned for each day of the workweek will be scheduled in advance of the workweek not later than 1500 hours on the Friday preceding the workweek. Under normal circumstances, management will notify an employee of an altered starting time not less than sixteen (16) hours before such starting time.

## Section 7 - Hour of Work

Full time employees(except those subject to alternate work *not*

schedules) basic workweek shall be five consecutive days Monday through Friday. Full time employees on third shift basic workweek shall be Tuesday through Saturday. The following employees will be subject to AWS ( Tuesday-Saturday, Sunday-Thursday, and Friday-Monday ):

- A. Current On-Call employees who were hired to that appointment after December of 1986.
- B. On-Call employees who were hired after December of 1986, and converted to a full time appointment after March 31, 1995.
- C. Any employee, whether full time, part-time, on-call, or other than permanent, entering on duty after March 31, 1995.
- D. Any employee wishing to volunteer for AWS.

All AWS will be schedule in accordance with applicable OPM, Departmental and agency rules, regulations and approved procedures.

In situations where employees are assigned to a facility working a 24-hour around the clock operation the following shifts will be used:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
0000-0800		0000-0800	0000-0800	0000-0800	0000-0800
0800-1600	0800-1600	0800-1600	0800-1600	0800-1600	1800-1600
1600-2400	1600-2400	1600-2400	1600-2400	1600-2400	1600-2400
0800-2000	0800-2000	0800-2000	0800-2000	0800-2000	0800-2000
2000-0800*	2000-0800*	2000-0800*	2000-0800*	2000-0800*	2000-0800*

\*Shift covers 2 administrative days

Saturday

0000-0800

0800-1600

1600-2400

0800-2000

2000-0800\*\*

\*\*Shift covers 2 administrative workweeks

Employees with assignments in other than a 24-hour around the clock operation will normally work the same shift as described above, subject to work demands. JM

The above shift hours are subject to change due to work load requirements, and in abnormal, unusual or unforeseen circumstances:

#### Section 8

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

#### Section 9

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

### Article 9 - SAFETY AND HEALTH

#### Section 1 - Safety and Health Committee

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

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

---Monitoring and assisting in the operation of the local safety and health program and making recommendations to Management for improvements;

---Monitoring findings and reports of workplace inspections to confirm that appropriate corrective measures are implemented;

---Participating in inspections of work sites when, in the judgement of the committee, such activity is necessary for monitoring office inspection procedures; *JM*

---Reviewing Management's plans to abate hazards;

---Reviewing responses to reports concerned with allegations of hazardous conditions, allege safety and health programs deficiencies.

---Reviewing procedures for handling safety and health suggestions and recommendations from employees.

---Reviewing reports of unsafe and unhealthy conditions where the hazard has been disputed;

---If the committee is unable to agree as a whole, members may make individual recommendations.

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

#### Section 2 - First Aid.

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

#### Section 3 - Inspections

When a workplace inspection is conducted by a Management safety representative, a Department of Labor Inspector, Fire Marshall, GSA, or OSHA, a Union representative from the Safety Committee will be allowed to accompany the inspector and participate in the inspection. During the course of any inspection, any employee may bring to the attention of the inspector or the participating representative any unsafe working conditions.

#### Section 4 - General Conditions

Management recognizes that matters of discomfort to employees which do not necessarily rise to the level of serious health or safety hazards are still important. Management will make a reasonable effort to remedy matters such as uncomfortable temperatures, smells *JM*

and similar negative environmental factors in the workplace. Remedies may include:

---Employees having access and govern the control for air and heat in their work areas.

---Employees who sit for long periods when performing work assignments given comfortable high back chairs with casters.

---Relocation of work station(s), reassignment of work and/or in extreme circumstances, temporary excusing employees from duty.

#### Section 5 - Health Programs

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

#### Section 6 - Medical Records

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

#### Section 7 - VIDEO DISPLAY TERMINALS AND PRINTERS

Video Display Terminal (VDT) refers to a word processor or computer terminal which displays information on a television like screen (cathode ray tube or "CRT").

If an employee is assigned to work on a VDT which he or she believes has an out-of-focus display screen, the employee shall report it to the supervisor. If the supervisor agrees that it is out of focus, the employee will not be required to continue work on the machine. Management will arrange for service personnel to evaluate the machine as soon as possible.

Management will provide filters, where needed, for personal computers used by employees. In selecting the filters to be used, Management will consider the extent to which the filters reduce *JM*

---Reviewing Management's plans to abate hazards;

---Reviewing responses to reports concerned with allegations of hazardous conditions, allege safety and health programs deficiencies.

---Reviewing procedures for handling safety and health suggestions and recommendations from employees.

---Reviewing reports of unsafe and unhealthy conditions where the hazard has been disputed;

---If the committee is unable to agree as a whole, members may make individual recommendations.

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

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---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.

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Management will provide filters, where needed, for personal computers used by employees. In selecting the filters to be used, Management will consider the extent to which the filters reduce *JM*

glare, X-radiation, ultra violet radiation, and static electricity. Upon presentation of appropriate medical documentation, Management will consider a change in duty status, assignment, working conditions, or any other benefit or special treatment for employees adversely affected by working on VDTs.

Management will ensure that noise levels do not exceed OSHA standards. Noise levels determined to exceed OSHA standards shall be abated by the use of muffling devices such as equipment covers, carpet, acoustic partitions, and barriers or other means.

Should a concern arise over the safety and health of VDT operators, including physical discomfort and physical or psychological stress, the matter may be referred to the parties' Safety Committee. The Safety Committee shall notify the parties of its findings, analysis, and recommendations for corrective action. Factors such as glare controls, illumination, arrangement of work station, insufficient work space, and recommendations by the Committee shall be considered.

Employees may request and receive treatment of on-the-job illness or injury they believe resulted from or during their assigned work on VDTs, printers, or other computer accessories by filing the appropriate CA-1 or CA-2 form.

Employees will be instructed on health hazards associated with the use of VDTs; on work practices recommended for VDT operators; and assisted in the proper adjustment of their chairs and equipment in relationship to their posture and work surfaces.

## Article 10 - TRAINING AND CAREER DEVELOPMENT

### Section 1 - General.

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

(1) Aid employees in improving performance in their current *JM*

positions;

- (2) Aid in preparing the employee for possible career advancement
  - (3) Continue training programs that are supportive of the Equal Employment Opportunity.
- (B) Management will request comments and recommendations from the Union during its development of the field office training needs and will advise the Union of its overall training objective each fiscal year.

#### Section 2 - Training Criteria.

- (A) All training requests will be processed in accordance with applicable Departmental regulations and governing statutes. Management may use the following criteria. The criteria will be explained upon request, to employees when developing an Individual Development Plan and when approving or developing a training request:
- (1) Availability of funds;
  - (2) Relationship of training to the employee's ability to meet or exceed required standards of performance for the employee's current job or for the job which the employee has been selected to fill;
  - (3) Potential use of the training for readily foreseeable developments or events in the Agency's programs;
  - (4) Consistency with plans for the employee's career development;
  - (5) Equitable distribution of training opportunities; and
  - (6) Expectation that the training could help the employee correct a deficiency in performance.
- (B) Management may develop additional criteria in accordance with *MA*

- (B) Management may develop additional criteria in accordance with Federal regulations. The Union's input will be solicited prior to the criteria being finalized.

### Section 3 - Individual Development Plans

When an employee is selected for a formal training program, Management will develop with the employee an Individual Development Plan which will be responsive to both the needs of the program and the employee.

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

### Section 4 - Training Records

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

## ARTICLE 11 OVERTIME

### Section 1 - Weekend Overtime

(A) All bargaining unit employees in Area 1, 2, 3, and 4 will be divided into three (3) teams that are balanced as much as possible between shifts, and qualifications.

- (1) Normally, employees in Areas 1, and 2 will not be required to work outside their respective areas on weekends, except where is an insufficient number of employees available to cover the workload. In this case volunteers will be scheduled first.
- (2) Employees may volunteer to work in another Area provided, the employees are not assigned to work in their respective Area and did not sign off. Volunteers will be assigned,

replace the last employee that would be drafted.

- (3) When a bargaining unit employee is detailed to an Area within the field office for two (2) or more weeks, he/she will be placed on the week/holiday rotation scheduled for the Area to which he/she has been detailed. The assignment will become effective on the first weekend or holiday period after the first week of detail.
- (B) Each employee will be assigned a number and team. The numbers on each team will be listed in numerical order.
- (C) The teams will be designated "A", "B", "C". "A" team will have priority the first week; "B" team will have second priority; "C" team will have third priority the first week. "B" team will have first priority the second week; "C" team will have second priority the second week. The teams will rotate priority each week.
- NOTE: Employees assigned to Area 1 shiphold inspection rotation will have priority to work shiphold on their weekend to work. Vacancies on weekend shiphold assignments will be filled by volunteer basis the priorities listed above.
- (D) The employee numbers will rotate each week within their assigned team. The number on top of the list one week will rotate to the last place the next week.
- (E) If a vacancy on the list is created by an employee leaving the job, the next employee hired will be assigned the vacant number on the list.
- (F) New employees will be divided between the teams and assigned numbers. Upon implementation of this system, there will be five (5) vacant numbers reserved for each team.
- (G) A master rotation schedule for the year will be prepared and updated as necessary.
- (H) A master list of employee names and their assigned number will be prepared and updated as necessary.
- (I) Copies of the above lists will be posted at each *YA*

elevator/worksite.

- (J) Holidays falling on Monday or Friday will be considered part of the weekend for scheduling purposes. Holidays falling on weekdays other than Monday or Friday will be covered by employees working at that particular worksite
- (K) Each Monday (Tuesday, if Monday is a holiday) sign-off /Volunteer sheets will be posted at each elevator. The sheet will be removed no earlier than noon Thursday, preceding the weekend/holiday, or noon Wednesday, preceding a Friday holiday.
- (L) A copy of the applicable team list will be prepared showing a line through those employees not wanting to work the weekend/holiday. This list will be attached to the weekend schedule. The work schedule will be made by assigning work to employees who have not signed off by starting at the top of the list for the team having priority for that weekend/holiday and proceeding through the next two teams in order of priority. Top priority employees will be assigned the basic positions at the elevator/worksite which is projected by union and management to work the most hours.
- (M) By 1400 hours Friday, Management will post schedules at each facility. Employees may swap assignments with other qualified employees, subject to Management's approval. In addition, shift swaps may only occur when there is no affect on the following week's schedule. Requests will be made to one of the shift supervisors at the elevator where the swap will occur. If no Shift Supervisor is available the request is to go to Assistant Field Office Manager or the Field Office Manager.
- (N) Drafted employees will be designated with "D" by their name. Late volunteers may replace drafted employees, with supervisory approval. Volunteers must contact drafted employees using the priority order starting with last employee drafted. Replacement employees fall to the bottom of the priority for "knock off" in the following order: (1) Draft (2) Replacement (3) Swaps.
- (O) Any additional weekend work that is required to provide service will be scheduled by management using the priority listing of employees where employees can be contacted. *JA*

- (P) It is the employees' responsibility to know the weekend schedule and report for work as per the final posted schedule.
- (Q) If an employee does not receive notification that an overtime assignment is cancelled, and reports for duty, the employee will be assigned at least 2 hours of overtime work.
- R) Any employee will have the option to request and schedule off up to 6 weekends per year, subject to current annual leave schedule, on a first come first served basis.
- (1) Requests for scheduled weekends off shall be made no earlier than 60 days ahead of time and no later than 3 days prior to the weekends requested off. Only two (2) requests per employee shall be accepted at one time. Each request will be answered as soon as possible, but no later than 24 hours before the weekend requested.
  - (2) An approved scheduled weekend off list will be posted and updated weekly. Waiting lists will be maintained in the event of a conflict in scheduling weekends off.
  - (3) A scheduled weekend off may be cancelled by a bargaining unit employee up to noon Thursday of the week preceding the weekend. If an employee cancels after noon Thursday, he/she may work the weekend, only after the employees who did not sign off have been scheduled to work.
  - (4) When the maximum number of employees have approved annual leave, no additional employees may be scheduled off the weekend. Scheduled annual leave shall have priority for the weekend off including annual leave scheduled after posting of the approved scheduled weekend off list.
  - (5) If management cancels a scheduled weekend off, an explanation will be given to the employee as soon as possible before the weekend that is to be cancelled.
- (S) This system shall not prevent employees from being off on the weekends adjacent to their scheduled annual leave. *JM*

- (T) 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.
- (U) Employees will be knocked off according to the priority list.
- (V) When an employee is reassigned after reporting to his scheduled work site, he will retain his priority at the original work site.

## Section 2 - Weekday Overtime

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

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

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

Employees who want to volunteer to be called out early or stay over for weekday overtime, must inform Management of their desire by signing up on the biweekly volunteer list posted at the work site and field office. The designated Team Lists for weekend overtime assignments will be used to determine the order of call-out.

Employees not assigned to the elevators may sign-up for other weekday overtime at the field office.

## Section 3 - Other

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

Upon request and a reasonable showing that a requirement to work *JA*

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.

In the absence of eight (8) hours prior cancellation notice, or attempted notice, an employee who reports for scheduled overtime duty will receive at minimum two (2) hours pay. Further, if possible the Agency agrees to allow the employee to remain for the duration of the scheduled overtime if there is revenue producing work available to assign.

Normally , no employee will be required to work more than twelve (12) hours per day. *YM*

For the Agency

John H. Shropshire 3-20-95

Raymond H. Gray 3-20-95

Jimmie Wright 3/20/95

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For the Union

Earl Monroe 3-20-95

Sheldon Buckley 3-20-95

Robert J. Medley 3-20-95

D. Ray Hollis 3-20-95

This Agreement approved and effective April 1, 1995