

**LABOR - MANAGEMENT RELATIONS AGREEMENT**

**BETWEEN**

**USDA**

**AGRICULTURAL RESEARCH SERVICE PLUM ISLAND ANIMAL DISEASE  
CENTER**

**AND**

**AMERICAN FEDERATION GOVERNMENT EMPLOYEES  
LOCAL 1940**

**KEY PERSONNEL AND FACILITIES**

**Center Director Ext. 208**

**Admin & Fac Mgr Ext. 213**

**Personnel Ext. 364/233**

**Engineering Ext. 201**

**Safety Ext. 203/204**

**Dispensary Ext. 217**

**Boat Captain Ext. 612(OP), 229(PI)**

**Fire Department Ext. 222/224 Cafeteria Ext. 225 Duty Officer**

**(nights, weekends,**

**holidays)Ext. 300**

## TABLE OF CONTENTS

### Article

I.	Parties to the Agreement.....	1
II.	Representation Unit.....	1
III.	Rights and Responsibilities of the Center.....	1
IV.	Union Representation.....	2.
V.	Employee Rights.....	3
VI.	Dues Deductions.....	5
VII.	Negotiations and Discussions.....	5
VIII.	Hours of Duty.....	6
IX.	Overtime.....	8
X.	Realignment of Work Forces and Technological Change.....	9
XI.	Leave.....	11
XII.	Position Descriptions and Classification.....	13
XIII.	Equal Employment Opportunity.....	13
XIV.	Merit Promotion.....	14
XV.	Health and Safety.....	14
XVI.	Hazardous Duty Pay and Environmental Differential.....	17
XVII.	Marine Wage System.....	17
XVIII.	Information and Publicity.....	18
XIX.	Uniforms.....	20
XX.	Grievance Procedure.....	20
XII.	Effective Date and Term.....	23

## ARTICLE I. Parties to the Agreement

The parties to this agreement are the Plum Island Animal Disease Center, (PIADC), Agricultural Research Service, U. S. Department of Agriculture, hereinafter referred to as the Center, and Local 1940, American Federation of Government Employees (AFL-CIO), hereinafter referred to as the Union.

## ARTICLE II. Representation Unit

SECTION 1. The representation unit to which this Agreement applies was recognized in a letter granting exclusive recognition-dated June 21, 1963, from the Director, PIADC (Then Plum Island Animal Disease Laboratory), to the President, Local 1940, American Federation of Government Employees, and clarified by A/SLMR No. 428, dated September 30, 1974.

SECTION 2. The representation unit to which this Agreement applies includes all employees of the Plum Island Animal Disease Center, Agricultural Research Service, U. S. Department of Agriculture, excluding professionals, management officials, supervisors, confidential employees, and employees engaged in Federal personnel work in other than a purely clerical capacity.

## ARTICLE III. Rights and Responsibilities of the Center

SECTION 1. Management officials of the Agency retain the right, in accordance with 5,U.S.C. 7106.

(1) To determine the mission, budget, organization, number of employees, and internal security practices of the agency and 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 action 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:

1. among properly ranked and certified candidates for promotion; or 2. an other appropriate source; and

d. to take whatever actions may be necessary to carry out the agency mission during emergencies.

SECTION 2., Management officials and supervisors retain the right to meet with unit employees and without the presence of a union representative concerning any matter that is not a condition of employment as stated in 5 U.S.C. 7114 (A) (2).

SECTION 3. Management officials of PIADC retain the right to establish, revise, retain, and implement such policies and procedures relating to safety and health that are deemed necessary to prevent the escape of harmful or potentially harmful disease agents from facilities at the Center.

SECTION 4. When the Center and the employees are making arrangements for the employee's oral reply to the Center's proposal to take adverse or disciplinary action, the Center will permit a reasonable delay to allow the employee's designated representative to be in a duty status during the oral reply.

SECTION 5. If an employee sustains an injury or is temporarily physically incapacitated to perform the full range of duties normally performed by him/her, the Center shall, if the employee

so requests, make a reasonable effort to provide that employee with light-duty work, if so recommended by a physician.

#### ARTICLE IV. Union Representation

SECTION 1. In addition to the-officers, stewards, and business agent(s) of Local 1940, AFGE, the Center agrees to recognize the national and district officers of the American Federation of Government Employees. Union national and district representatives will be provided access to Plum Island for representational duties in accordance with rules and regulations pertaining to all non-PIADC employees.

SECTION 2. The Center agrees to recognize eight (8) area stewards designated by the Union. The stewards shall normally have the following areas of responsibility.

E&PM-		3 stewards
Animal Supply	-	1 steward
E&PM in Building 257	-	1 steward
Safety	-	1 steward
Building 101 & Administrative Services on Plum Island	-	1 steward
Marine Operations and Orient Point-		1 steward

The Center agrees to recognize one chief steward who shall have unit-wide responsibility, but who will normally be limited to representing employees at step 2 of the grievance procedure or higher.

SECTION 3. Stewards may represent employees only within the area for which they are designated. However, subject to Agency Safety Regulations, when an area steward is on leave or is otherwise unavailable, the Center will permit the chief steward (or his alternate when he is unavailable) or a union officer to act for the area steward who is absent.

SECTION 4. Union representative will be allowed a reasonable amount of time for representational functions. This includes preparation time for grievances and ULP's. When a union representative is on an evening or night shift and he must represent the Local at a grievance, ULP, or negotiation, the Supervisor will make a good faith effort to change his shift, so that he is on the day shift until his responsibility has been completed.

SECTION 5. Each Union steward shall notify his immediate supervisor when there is a need to perform representation business under Section 4 of this Article. Supervisors shall make stewards available for such business within a reasonable time. Any steward entering-a work area that is not his own will report to the supervisor in charge upon arrival and departure. The steward shall also notify his immediate supervisor upon his return to his own worksite.

SECTION 6. The phone that is in the Union office will remain for the life of the contract.

SECTION 7. Except in cases of emergency, the Center agrees to consult with the Union prior to transferring officers and stewards from one tour of duty or work area to another.

SECTION 8. The Union may make reasonable and necessary requests for copies of material possessed by the Center that is not for "Official Use Only" or that is not otherwise restricted. Where such information requires duplication, the Union will not be billed for the reproduction costs. The Center may also determine when the provisions of this Section shall apply to

individual employees. This Section shall not apply to requests for information under the Freedom of Information or Privacy Acts.

SECTION 9. The Center will provide the Union a POL or an alphabetical roster semi-annually. The Union will be notified monthly of bargaining unit employees resigning or being terminated

SECTION 10. The Center will allow Union representatives official time during each year of this agreement to attend training of mutual interest to the Union and the Center. Total hours allowed for this training will not exceed 112 hours each year. The Union will designate the unit employees who will attend these training sessions with no representative being allowed to use more than 60 hours during a single year.

SECTION 11. The Union has a right to be represented at discussions between management and employees or employee representatives concerning individual employee grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the unit. If any discussions involve decisions on personnel policies or other matters which the Center is obligated to discuss or negotiate with the Union, such decisions will not be implemented until this obligation is discharged.

SECTION 12. The Center agrees to recognize AFGE representatives and other authorized persons when designated by the Union.

#### ARTICLE V. Employee Rights

SECTION 1. As provided by 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, 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."

SECTION 2. As provided by 5 U.S.C. Section 7116(c), nothing in this Section shall preclude the labor organization "from enforcing discipline in accordance with procedure under its constitution or by-laws to the extent consistent with the provisions of this chapter."

SECTION 3. As provided in 5 U.S.C. 7114(a)(2): "An exclusive representation of an appropriate unit in an agency shall be given the opportunity to be represented at -

(A) any formal discussion 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 condition of employment, or

(B) any examination of an employee in the unit by a representative of the agency in connection with an investigation if-

(1) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

(2) the employee requests representation."

If the employee requests representation, no further discussion will take place until a Union representative is present.

SECTION 4. To the extent it is not contrary to law, or regulations, each employee and his/her designated representative who has been so authorized in writing by the employee shall upon requests have access to review or copy any document appearing in his/her Official Personnel Folder. It is understood that such review will take place in the presence of the Center representative having custody of the file.

SECTION 5. If any employee is to be served with a warrant or subpoena, where possible it will be done in private without the knowledge of other employees.

SECTION 6. In dealing between supervisors and unit employees, both parties shall treat each other with dignity and respect. For example, there should be no verbal abuse. In addition, employees will be dealt with in a fair and equitable manner. When a supervisor wishes to discuss matters of misconduct or of an intimate nature with an employee, it should be done in private, away from other employees. In accordance with this Agreement, the employee shall have the right to exercise the option to request a Union representative.

SECTION 7. Management shall consider using lateral transfers where necessary and possible to promote more effective working relationships.

#### ARTICLE VI. Dues Deductions

The allotment of dues to the Union through payroll withholding for members of the representation unit shall be processed in accordance with the Memorandum of Understanding between the Department of Agriculture and the American Federation of Government Employees.

#### ARTICLE VII. Negotiations and Discussions

SECTION 1. As provided by 5 U.S.C. 7106 (b) "Nothing in this section shall preclude any agency or any labor organization from negotiating -

(1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) procedures which management officials of the agency will observe in exercising any authority under this section; or

(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials."

SECTION 2. The Center will follow the procedures of this Section prior to implementing any new, or proposed changes to established, personnel policies and practices or other matters affecting working conditions of employees in the unit that are not enumerated in or in conflict with provisions of this Agreement:

A. The Union will be advised of new, or proposed changes to established, personnel policies and practices sufficiently in advance to permit thorough discussion of the matter.

B. The Union will be given the opportunity to discuss the proposal with Management during duty hours and/or official time and may make written or oral comments, suggestions, or alternate proposals.

C. 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 proposal.

D. Negotiations on new or proposed changes to established personnel policies, practices, or

working conditions affecting unit employees promulgated or implemented under this Section in any six month period (example: sixth, twelfth, eighteenth, twenty fourth month) after the effective date of this Agreement, shall be deferred to the end of the six month period in which the policy becomes effective. Between thirty (30) and sixty (60) calendar days prior to the date specified above, the party desiring negotiations shall so advise the other party in writing. The parties will meet within thirty (30), calendar days after the dates specified herein to negotiate over such changes.

SECTION 3. To implement the procedures described under Section 2 of this Article, the parties shall establish a permanent committee composed of not more than four (4) members appointed by each party. The committee shall meet at the request of either party (upon at least five (5) workdays notice unless otherwise mutually agreed) when verbal discussion is desired. The Center's representatives on the committee shall report the outcome of any meetings to the Center Director. Each party shall notify the other in writing of the four (4) members appointed to the committee. Changes shall also be in writing. In addition, either party or both may designate a participating observer to any committee meeting. A written summary of the matters discussed and agreed to at these meetings will be prepared by the Center within ten (10) workdays of the date of the meetings; such summary will be furnished to the Union. The summary will be deemed satisfactory unless either party notifies the other of suggested changes within five (5) workdays of receipt. If the changes are not mutually agreed upon, they shall be attached to the summary as an addendum.

SECTION 4. Discussions under this Article shall be between the Center Director and the Union President (or their designees, including the committee established under Section 3 above). In any case, however, formal requests for meetings shall be initiated only by the Center Director and the Union President, or those acting in such capacities.

SECTION 5. In addition to the discussions under Section 2 and 3 of this Article, the committee shall meet at the request of either party to consider matters of mutual concern, excluding grievances. Requests of such meetings shall be made in accordance with Section 4 of this Article and shall be held upon at least five (5) workdays notice unless otherwise mutually agreed.

SECTION 6. Where higher level personnel policies and practices can be identified as applying specifically to a group within the unit as opposed to having impact beyond the installation level, the Center agrees to forward to the proper authority (within ten (10) workdays of receipt) the notice that the Union desires to meet and confer on matters beyond the authority of the Center Director.

SECTION 7. If changes in law render provisions of the Agreement inoperative, the parties shall meet at a mutually agreeable time, at the request of either party; to renegotiate the affected provisions of the Agreement. Such negotiations shall be limited to those provisions rendered inoperative and shall not include any other matters.

#### ARTICLE VIII. Hours of Duty

SECTION 1. Standard tours of duty at PIADC shall be from 8 a.m. to 4:30 p.m., Monday through Friday, with a scheduled 1/2 hour lunch period.

SECTION 2. Nonstandard tours of duty for full-time shift workers shall:

A. Have not more than five (5) nor less than four (4) consecutive workdays with a day or days off in between of eight (8) hours each with the same clock hours (excluding scheduled or unscheduled overtime).

B. Structural firefighters shall work twenty-four (24) hours on duty followed by forty eight (48) hours in a non duty status for each workday.

C. Have a 1/2 hour scheduled duty-free, non-paid lunch period



D. Be established on a rotating basis where such times include more than one set of clock hours (and/or one set of workdays) and multiple personnel performing the same basic duties in the same work area, unless otherwise agreed by the employee(s) and the supervisor involved.

E. Where necessary, include an additional day of scheduled overtime to facilitate changes in rotational assignments.

SECTION 3. When employees are assigned to nonstandard tours of duty, the Center agrees that wherever practicable schedules shall cover at least a four (4) week period and shall be posted at least one (1) week in advance. When, due to emergencies or unforeseen circumstances, or to facilitate voluntary arrangements for the use of annual leave under Article XI, Section 2, it is necessary to change an employee's tour of duty before he has completed or commenced his assigned tour of duty under this section, unless mutually agreed to by the supervisor and the employee, the employee shall be notified of the change in writing at least three (3) workdays in advance and the change shall be for at least one (1) week's duration.

SECTION 4. Unit employees will be allowed one (1) 15-minute rest period during each assigned four (4) hours of duty. Supervisors shall have the responsibility for scheduling and/or approving rest periods and shall determine when it is practicable for employees to leave their immediate worksites during approved rest periods. Whenever practicable, employees may arrange, with the cooperation of the supervisor, for the consumption of coffee or, other legitimate beverage during approved rest periods.

SECTION 5. Supervisors shall be responsible for determining the need for and duration of adequate cleanup time before lunch and at the end of the workday. Cleanup time at the end of the workday (from the time employees leave the worksite until they board water transportation at Plum Island) shall not begin earlier than forty (40) minutes before boat departures. Cleanup time shall include the time necessary for putting away tools, cleaning up, showering out (where appropriate), and all necessary transportation from the-worksite to clean facilities and to water transportation. Clean up time before lunch shall not exceed five (5) minutes.

SECTION 6. In the event that water transportation from Plum Island is delayed, employees who have completed their assigned tours of duty shall be retained in duty status for an additional four (4) hours under the following conditions:

A. the employee reports to his supervisor and asks for additional work;

B. the period of additional duty shall commence when the employee returns to the worksite and begins an assignment or is waiting for the work to be assigned;

C. employees retained in duty status under this Section shall remain at their worksites and shall be available for the performance of any duties they may be assigned; and

D. the period of delay is of at least four (4) hours duration from the time the employee returns to his worksite (otherwise, an employee ceases to be in duty status when water transportation departs Plum Island).

SECTION 7. Employees who are retained in duty status under Section 6 or who are otherwise ordered to work shall not be paid for any meal periods or rest periods exceeding thirty (30) minutes when work is not actually being performed.

SECTION 8. When water transportation from Plum Island is delayed, employees shall be provided the following services, as indicated:

A. for more than one (1) hour - a gratis telephone call to the employee's residence (not to exceed

one (1) minute) if telephone service is available;

B. for more than four (4) hours - cafeteria service for normal meals; and

C. overnight - gratis lodging.

SECTION 9. Section 2, paragraph (D) shall also apply to nonstandard tours of duty for other unit employees except firefighters. When a nonstandard tour of duty includes a lunch period, the clock hours of the lunch period will be posted in advance. However, nothing contained in this Section precludes an employee from voluntarily changing the time of the scheduled meal period with the approval of the supervisor. In addition, if an employee elects to work during a scheduled meal period and eat at an earlier or later time, the meal period shall be considered voluntarily rescheduled. Supervisors shall not order an employee to reschedule his meal period to avoid the payment of overtime unless permitted elsewhere in this Agreement.

#### SECTION 10.

A. The Center will designate a standard stand-by time to be part of the firefighters twenty-four hour tour.

B. With prior approval exchange of tours of duty may be permitted where no overtime cost is involved and the exchange takes place within the same pay period.

C. Management expectation of security performed by firefighters will be clarified as to specifics and scope of duties.

D. Management will consider setting up drill time during the firefighters' tour of duty and determining instruction courses for the firemen that the Center feels are necessary for them to carry out their duties with state-of-the-art-expertise.

#### ARTICLE IX. Overtime

SECTION 1. As far as practicable and except where time does not permit, unscheduled overtime work which cannot be anticipated in advance will be assigned as follows:

A. the employee most readily available (generally, the employee performing the work during the preceding shift) will be offered the overtime;

B. if the employee most readily available declines the overtime work, it will be offered as equitably as possible to other readily available employees of the same grade and job series in the same organizational unit;

C. if employees identified under (B) above decline the overtime work, it will be offered to other unit employees qualified to do the work.

SECTION 2. Unscheduled overtime work which is anticipated in advance, but which is not included as -a part of an employee's regularly scheduled tour of duty, may be assigned to the employee who would normally be required to perform the work on a non-overtime basis. However, when an employee who would normally be required to perform the work on a non-overtime basis is unavailable, the overtime work will be assigned under the procedure established under Section 1 of this Article.

SECTION 3. The Center will maintain records on unscheduled overtime work of employees.

SECTION 4. When an employee is required to remain in a duty status for more than one (1) hour beyond their normal tour of duty without notification prior to that day, they will be permitted to make one telephone call to their place of residence without charge, if telephone service is

available.

SECTION 5. If an employee is required to perform overtime work immediately preceding their regularly scheduled tour of duty, they will be offered any additional overtime work to be performed that day for which they are eligible under Section 1 above. An employee who is called back to work on a day when no work is scheduled for them they shall not be assigned to a split tour of duty except at their own request.

SECTION 6. Continuous overtime of less than four (4) hours duration for shift workers shall not include an unpaid meal period except at the request of the employee.

#### ARTICLE X. Realignment of Work Forces and Technological Change

SECTION 1. When due to a realignment of work forces or technological change, unit employees are reassigned to other unit positions at the same grade level and job series, the procedure for reassigning affected employees shall be as follows:

A. wherever possible, unit employees shall be given their choice of assignment among available unit positions at the same grade and job series;

B. where a conflict between unit employees occurs, the employee having the greatest seniority will be given preference. Seniority shall be determined using the procedures for establishing employee tenure under reduction-in-force procedures; and

C. any remaining unit positions shall be filled in accordance with (A) and (B) above.

SECTION 2. Except by mutual consent of the employee and the Center, advance notice of ten (10) workdays shall be given before the effective date of any assignments under this Article.

SECTION 3. When a realignment of work forces or technological change will adversely impact the grade level; of unit employees, the Union will be notified at least ten (10) workdays in advance of the written notice to affected employees.

SECTION 4. When possible the Center will inform the Union, at least sixty (60) days prior to soliciting contract bids which, if awarded, will eliminate unit positions or reduce grade levels.

SECTION 5. The Center agrees to notify the Union at least five (5) workdays in advance of notification of reduction-in-force to affected employees. The Union will be furnished information regarding the position and competitive levels initially affected. The positions will be identified by title, grade, and organizational subdivision. Information on the number of employees initially affected, the proposed effective date, and the reasons for the action will also be provided.

SECTION 6. When it is determined that specific unit employees will receive a notice of separation in a reduction-in-force, the Union will be informed as far in advance as possible of issuance of the notice to the employee.

SECTION 7. In the event of a reduction-in-force, the affected employee and/or their Union representative, will, upon request to the Center, be provided access to Master Retention Registers relative to actions affecting the employee.

SECTION 8. The Center agrees that upon request by the, Union, it will negotiate on the Impact and Implementation prior to the effective date of reduction-in-force.

SECTION 9. The Center agrees to consult openly and fully with the Union regarding any review of a function for contracting out within the bargaining unit. The Center agrees to comply with all provisions of OMB Circular A-76, this agreement and other applicable laws and regulations.

SECTION 10. Pursuant to OMB Circular A-76, functions will not be contracted out solely to meet personnel ceilings or to avoid salary limitations. If unit work is contracted out, no bargaining unit employees will be under the supervision of a contractor employee.

SECTION-11. If the unit work is contracted out and unit employees are displaced, the activity will make every reasonable and creditable effort to minimize the impact on employees. Maximum retention of career employees shall be achieved by considering attrition patterns and restricting new hires.

SECTION 12. Periodic briefings will be held between the activity and the local union to provide the union with appropriate information pursuant to OMB Circular A-76, on decisions affecting unit employees.

SECTION 13. Management will consider recommendations made by the Union when A-76 cost comparison studies are being conducted.

SECTION 14. The activity will include a Union representative in the "walk through" by bidders of the function undergoing a cost study.

SECTION 15. Briefings will be held with affected unit employees for the purpose of providing information concerning contracting out. The Union will be given an opportunity to attend such briefings.

SECTION 16. Where a violation of law, rule or regulation is alleged under A-76 contracting out procedures, the Union may at its option submit such grievances directly to arbitration under Article XX, Section 8 in lieu of using the A-76 appeal process or the earlier steps of the grievance procedure.

## ARTICLE XI. Leave

SECTION 1. Supervisors shall respond in writing within a reasonable period of time as far in advance as is practicable to written requests from employees (SF-71) for the use of annual leave. Supervisors shall give consideration to employees plans and desires before cancelling or rescheduling any annual leave that has been approved in writing.

SECTION 2. The Center will make every reasonable effort to grant advance requests for annual leave of short duration (not less than 8 or more than 24 hours) from unit employees scheduled for night or weekend shifts when (1) replacements are not necessary; or (2) voluntary changes in assignments to tours of duty are made which do not require the payment of overtime. When a replacement is required, leave may be granted after considering the frequency and approval of such requests, and the reasons given for the leave request. Supervisors shall not order an employee to reschedule his tour of duty to avoid the payment of overtime unless permitted elsewhere in this Agreement. This section shall also apply to firefighters.

SECTION 3. If, after reporting for duty, an employee is informed of an emergency personal situation and desires annual leave, supervisors shall make every reasonable effort to grant such a leave request.

SECTION 4. Tardiness of less than one hour may be excused by the supervisor for justifiable cause.

SECTION 5. When an employee is unable to contact his supervisor to request annual leave, he shall contact the Duty Officer at PIADC so that appropriate arrangements can be made for a replacement, as appropriate. Notification to the Duty Officer shall not necessarily constitute approval of the use of annual leave. The employee shall also be responsible for contacting his supervisor at the earliest practicable time. The pre-submission of leave slips will not be a requirement for approval of annual leave in the event of a death in the immediate family (such as

father, mother, spouse and children).

## SECTION 6.

A. Administratively acceptable evidence to support sick leave absences of three (3) consecutive workdays or less will normally be the employee's written statement (SF-71). However, where the supervisor has reason to believe that an employee is abusing the use of sick leave, a medical certificate may be required.

B. Sick leave absences of more than three (3) consecutive workdays will normally be supported by a physician's statement. However, where the supervisor has knowledge that the sick leave absence (of more than three (3) consecutive workdays) is for legitimate cause, employee's written statement (SF-71) shall be considered administratively acceptable evidence.

C. Employee will be counseled prior to any action being taken where a supervisor has reason to believe that an employee is abusing the use of the sick leave.' He shall advise the employee in writing that he is required to support all future use of sick leave by a physician's statement and that his own written statement (SF-71) shall not be considered administratively acceptable evidence.

D. The requirement that employees support all use of sick leave by a physician's statement will normally not exceed six months if the employee's absences due to illness have been satisfactorily supported to the supervisor.

E. When the employee has not supported his absence due to illness with a medical certificate in the six month period specified in (D) above, the requirement shall continue.

F. Future absences due to illness by employees subject to (D) and (E) above which are not supported by a physician's statement will be referred to appropriate levels for possible disciplinary action.

SECTION 7. Annual leave may be granted in fifteen (15) minute increments, except where administrative leave is approved to substitute for periods of unexcused tardiness. For employees whose worksites are on Plum Island and who have received approval for leave for a portion of the workday, the Center will make every reasonable effort to supply water transportation to the mainland under the following conditions:

A. there is no payment of overtime for the trips between-Plum Island and' the mainland;

B. there is no interference with official PIADC operations; and

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C. the trip is arranged from the worksite sufficiently in advance that the employee does not have to wait for water transportation in a non-work status.

SECTION . Prior to or as soon as practical thereafter, the Center will inform unit employees entering non-pay status of their options relative to coverage under the Federal Employee Health Benefit Program.

SECTION 9. Blood Drives. A maximum of four (4) hours administrative leave may be granted in accordance with the provisions of Directive 402.6 for employees who participate in the annual PIADC blood drive.

## ARTICLE XII. Position Descriptions and Classification

SECTION 1. The Center agrees to discuss with affected employees classification decisions which will result in "adverse actions" against them. Such discussions will occur prior to the employee's formal notification. The employee may request that a Union representative be present.

SECTION 2. The Center agrees to make available to Union representatives position description of employees in the unit.

SECTION 3. Prior to representing employees informal classification appeals, except downgradings, the Union agrees to submit the classification question to the Center for an informal decision. The Center agrees to respond in writing to such informal classification questions. This is an informal procedure and is not considered to be a part of the formal appeal process.

SECTION 4. When an employee disputes the accuracy of his position description during the annual review with the supervisor (Form AD-434), he will prepare a list of those duties which are not listed on the position description or which are listed inaccurately along with an explanation of the disagreement. If there is a disagreement between the supervisor and the employee which cannot be resolved informally, the Center will respond to the employee's written statement within thirty (30) calendar days unless a formal audit of the position is necessary. If the employee does not dispute the accuracy of his position description at the time of the annual performance evaluation review, he may utilize the formal procedures of this Section, including a written response from the Center, not more than once during his performance rating period.

SECTION 5. The Center will make good faith effort to assign employees duties that are reasonably related to their position description.

#### ARTICLE XIII. Equal Employment Opportunity

SECTION 1. As provided by 5 U.S.C. 2301(b)(2), "All employees and applicants for employment should receive fair and equitable treatment in all respects of personnel management without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, or handicapping condition,'and with proper regard for their privacy and constitutional rights".

SECTION 2. The Center and Union agree to cooperate in the furtherance of Equal Employment Opportunity objectives at PIADC. Toward this end the Union will nominate two employees who serve on the PIADC EEO Committee as Union representatives.

SECTION 3. The names, pictures (as possible), telephone numbers and location of EEO counselor and EEO special emphasis program representatives will be posted and made available to all employees through reasonable means. The PIADC phone book will make special note of the phone numbers of PIADC EEO Committee members. Management will consider Union recommendations for appropriate ways to ensure the effectiveness of the EEO program.

#### ARTICLE XIV. Merit Promotion

SECTION 1. Vacancy announcements for positions in the unit shall be displayed on designated bulletin boards for a least ten (10) calendar days prior to the closing date for applications. The Center agrees to post all vacancy announcements from outside PIADC that are received.

SECTION 2. The Union shall be furnished a copy of all vacancy announcements initiated within the Department of Agriculture that are received at PIADC for posting, including vacancy announcements initiated by PIADC.

SECTION 3. All vacant positions in the unit shall be filled through the competitive promotion process and through other appropriate sources such as re-employment priority lists; handicapped individuals, Veterans Readjustment eligibles; individuals with appropriate OPM certification; and employees who have previously been demoted, transferred, reduced-in-force, or reassigned. However, it is understood that consistent hiring from external sources tends to adversely affect

morale of employees in the unit. The competitive process is to be based solely on job-related criteria in full accord with the principles of EEO.

SECTION 4. Unless provided by an employee in the application, accumulation of annual or sick leave shall not be a factor in a selection.

SECTION 5. If selection has not been made within fifteen (15) workdays after the candidates have been rated, the Center shall inform the Union in writing of the reason(s).

SECTION 6. Applicants for vacant unit positions shall be advised of the final status of their applications and the name of the employee selected for the position. Upon request, supervisors will advise employees how to improve their opportunities for promotion.

SECTION 7. The Center will consider requests from employees for reassignment to vacant unit positions at their same grade and job series. If the vacancy is filled through merit promotion, special consideration will be given to applicants of the same grade and job series as the vacancy.

SECTION 8. Qualified unit employees assigned to a higher level position will be temporarily promoted to the position when the assignment exceeds twenty (20) consecutive workdays. When the assignment is expected to exceed ninety (90) consecutive calendar days the temporary promotion shall be competitive.

SECTION 9. When an applicant designates the Union as his/her representative and expresses to management dissatisfaction with a merit promotion action, the Union representative may review the Merit Promotion file. Information prohibited by law, rule or regulation shall not be disclosed.

#### ARTICLE XV. Health and Safety

SECTION 1. The Center will recognize one (1) unit employee designated by the Union to serve as a permanent full member of the PIADC Safety Committee. A copy of the DIRECTIVE containing the duties and functions of the Committee will be provided to each unit employee now on the Committee. In addition; copies of the DIRECTIVE will be provided to other unit employees upon their designation to the Committee.

SECTION 2. The designated Union representatives will participate in yearly safety inspections of work areas on a date mutually agreed upon. This representative may also accompany the Industrial Safety Officer on other periodic safety inspections at PIADC facilities. When there is a regulatory requirement for the use of an AD-404 to document safety inspections, the Union representative on the PIADC Safety Committee will be provided a copy.

SECTION 3. Where the Union has brought to the attention of responsible\* PIADC officials a report of an unsafe or unhealthful working condition, the Center agrees to promptly consider the matter. Such consideration shall include the likelihood of employee injury or harm and the need for immediate abatement or further inspection. Where the Union remains dissatisfied with the Center's response to the report, they may file a complaint under the Department of Agriculture's employee complaints procedure (which includes but is not limited to the availability of final adjudication by the Occupational Safety and Health Administration, Department of Labor).

SECTION 4. Designated area stewards may accompany supervisors when inquiries into lost-time injuries are being made.

SECTION 5. When an employee and his supervisor disagree over whether a work situation is safe or unsafe (or if the supervisor is unable to decide the issue) and the employee believes that serious injury could result, the next level supervisor shall be asked to render assistance. In seeking the assistance from the supervisor at the next level, an employee maybe represented by the appropriate Union steward. If a dispute still exists as to whether an unsafe work situation is present after consideration at the second supervisory level, the PIADC Safety Officer will be

asked to render assistance. If the Safety Officer decides the condition does not pose an imminent danger, the instruction to return to work shall be in writing and contain a statement -declaring the area or assignment to be safe. It is also understood that at any time the management official finds there is an imminent danger, the employee will not be obligated to return to the assignment until the imminent danger is, eliminated.

SECTION 6. Employees shall be provided normal training before they are assigned to perform unusually complex or difficult tasks where a lack of normal training could result in serious injury. An employee will not be required; to work on a job or machine with which he or she is unfamiliar until instructions or training has been provided that is deemed adequate by management to safely perform the job.

SECTION 7. When a unit employee is required to work alone in a remote area, or restricted space, it shall be the supervisor's responsibility to insure that the appropriate safety measures are made known to the employee. It shall be the supervisor's responsibility to see that periodic checks are made for safety reasons.

SECTION 8. The designated Union representative on the PIADC Committee or an alternate, will accompany non-PIADC safety inspectors during safety inspection at PIADC unless determined inappropriate by the inspector. Such a representative, if otherwise in active duty status, will be granted official time to accompany the inspector during the actual inspection of the facilities. The union will be notified in advance of scheduled visits by OSHA inspectors.

SECTION 9. Management will provide unit employees on the PIADC Safety Committee with training that the Safety Officer determines is necessary to enable them to participate as full members of the safety committee. Such training will be on official time. Should the Union determine that additional training is necessary for its representative on the safety committee, it may provide additional training on official time as prescribed by Article IV, Section 10.

SECTION 10. Material Safety Data Sheets (MSDS) are available for review by employees in the Center Safety Office. Copies of individual MSDS will be provided to employees upon request.

SECTION 11. The Center will provide free flu shots annually on a voluntary basis to eligible employees.

SECTION 12. Whenever it is necessary to an employee to leave work and return home because of illness or incapacitation, and the Occupational Health Nurse or Duty Officer or EMT on duty deems it appropriate, the Center will transport the employee to his/her residence.

SECTION 13. The Center shall provide training on a voluntary basis to employees in the techniques of cardiopulmonary resuscitation (CPR). The names, work areas, and work phone numbers of all employees who are trained in CPR techniques shall be posted on bulletin boards.

SECTION 14. In addition to the employee rest breaks in Article VIII, Section 4, Video Display Terminal (VDT) operators in the Word Processing Unit who are engaged in continuous VDT work may take breaks at other times approved by their supervisor. The Center will insure that the VDT equipment is serviced on a periodic basis. Service records provided to the Center will be made available upon request.

SECTION 15. The Center will continue to provide voluntary physical examinations and medical testing to all PIADC unit employees. Upon written request, employees will be given results of examination and testing.

SECTION 16. Radiation monitoring will be conducted in all areas working with radioactive material, including incinerator and sewage systems.

SECTION 17. As provided by E.O. 12196, the Center will "assure that no employee is subject to



restraint, interference, coercion, discrimination or reprisal for filing a report of an unsafe or unhealthy working condition, or other participation in agency occupational safety and health program activities."

SECTION 18. The Union and the Center jointly recognize alcoholism and drug abuse as illnesses which are treatable. In addition, the parties recognize that personal financial, marital, family, and legal problems, etc. may also create medical behavioral problems.

SECTION 19. Each of the problems stated in Section 18 above may cause poor attendance and unsatisfactory performance on the job. It is recognized that each problem has its own identity and will be treated as such.

SECTION 20. The parties agree to establish an Advisory Employee Assistance Program Committee. The Union may nominate up to two members of this committee. This committee will act in an advisory capacity to ensure the effectiveness of the EAP program at the Center and with encouraging employee awareness of the program, its services, and their rights under EAP. The name, telephone number, and location of the EAP Coordinator will be posted and made available to employees through reasonable means.

#### ARTICLE XVI. Hazardous Duty Pay and Environmental Differential

SECTION 1. The Center will determine when a work situation warrants or no longer warrants payment of an environmental differential or hazardous duty pay.

SECTION 2. Determinations made by the Center under Section 1 above shall be subject to the negotiated grievance procedure of this Agreement.

SECTION 3. If a grievance occurs over a situation involving wage grade employees not covered by Appendix J of Federal Personnel Manual Chapter 532, the Center agrees to submit the work situation, together with the parties' recommendations, to the Personnel Division, ARS for a determination as to whether the work situation warrants the authorization of an environmental differential. This procedure shall be used in lieu of Section 8 of Article XX of this Agreement.

SECTION 4. Management will consider hazardous duty pay for bargaining unit employees working with hazardous chemicals where OSHA standards cannot be met.

#### ARTICLE XVII. Marine Wage System

SECTION 1. This Article shall apply only to vessel employees in the representation unit excepted from Chapter 51 of Title 5, United States Code by U.S.C. 5102(c).

SECTION 2. Beginning the first full pay period on or after the effective date of this contract, marine crew wages will be increased by 5%. Thereafter, wage rates for vessel employees in the representation unit will be adjusted at the same proportion of cost-of-living increases and on the same date as wage grade employees in the representational unit. On or before the anniversary date for each subsequent year of this contract the Center and the Union agree to bargain over the question of marine crew wages as found in this Section, and on the wording of Section 7, Part A of this Article.

SECTION 3. Premium pay for vessel employees shall be as prescribed for wage grade employees in Directives 452.1.

SECTION 4. Vessel employees shall not be entitled to hazardous duty pay (environmental differential).

SECTION 5. Tours of duty for vessel employees shall include two (2) consecutive days off per week, except where an additional day of scheduled overtime is necessary due to rotational

assignments.

SECTION 6. Manpower and staffing requirements permitting, employees in rotational assignments shall be allowed every third weekend off duty, wherever practicable.

SECTION 7. The Center may establish a lunch period for vessel employees as follows:

A. Day shift - up to one (1) hour normally between 11:00 a.m. and 2:00 p.m.

B. Night shift - up to one half (1/2) hour 7:00 p.m. and 10:00 p.m. normally between Specific lunch periods shall be scheduled in advance in accordance-with Section 3 of Article VIII.

SECTION 8. PIADC vessel employees (except the shift crew) may be excused, at the supervisor's discretion, with other PIADC employees at times of early dismissal.

SECTION 5. During inclement weather when the departure of the main passenger vessel is to be delayed and radio notification to PIADC employees is utilized, PIADC vessel employees (except shift crew) may upon telephone notification by their supervisor/PIADC responsible official report for duty at a later than scheduled time.

SECTION 10. Daily tour of duty for vessel employees is 0745 to 1645.

#### ARTICLE XVIII. Information and Publicity

SECTION 1. The Center agrees to provide a copy of this Agreement in booklet form to each unit employee and to new unit employees who are hired during the life of the Agreement; neither party to be responsible for the cost of reproducing the Agreement for the internal use of the other, except for an initial twenty-five (25) copies to be provided to the Union by the Center after approval by the Director of Personnel, Department of Agriculture.

SECTION 2. The Center agrees to allow reasonable space for the posting of Union literature and material on presently designated official bulletin boards.

SECTION 3. The Center agrees to publish the names, work locations, and telephone numbers of the Union President and stewards in the PIADC telephone directory as revised.

SECTION 4. The Union agrees to provide the Center a current list of the names, addresses and telephone numbers of: its officers and stewards with the understanding that such information shall be used only for official purposes. The Union will provide a copy of the national and local constitution and bylaws and provide updated copies as changes occur.

SECTION 5. The Center agrees to prepare a summary of employee options in potential workmans compensation cases. Such summary shall include available alternatives with respect to employee's leave status pending the outcome of a request for compensation. The summary shall be posted on appropriate bulletin boards and shall be provided to the employee when it becomes known that the work connected injury has incapacitated the employee for normal duty.

SECTION 6. Supervisors will assist employees in completing written reports required to be filed in connection with job-related injuries or illnesses. Supervisors will render prompt assistance in such cases. If additional assistance is required, employees may contact the Center Personnel Office.

SECTION 7. The Center agrees to distribute employees' completed Time and Attendance reports during the week following the close of the pay period.

SECTION 8. The procedure for advising appropriate officials when an employee's salary check has been delayed shall be posted on appropriate bulletin boards. Additional copies shall be

available in the Center's Personnel Office.

SECTION 9. Informal supervisory memoranda documenting deficiencies or misconduct of unit employees (and which are not subject to the Privacy Act) shall not:

- A. be transferred to the files of another supervisor;
- B. be used to substantiate any employment decision unless they have been made available to the employee and the employee has had the opportunity to reply;
- C. be disclosed to any other employee unless they have been made available to the employee; and
- D. be retained for more than one (1) year.

SECTION 10. The Center will provide the Union office space. The Center will also provide two tables, two chairs, one electric typewriter, a telephone, and one locked file cabinet. The Center will provide janitorial service as required. Authorized representational activities will normally be conducted by telephone or at the worksite. The Union office space will be used Monday through Friday from 8:30 a.m. to 4:15 p.m. The Center will continue to allow the Union to use their Orient Point Office facilities to hold Union meetings as they have in the past. It is understood that the space is under the control of the Center.

SECTION 11. It is understood that the Union and employees have access to the Federal Personnel Manual and Agency regulations maintained in the Center administrative offices.

SECTION 12. With prior approval, the Union shall have access to PA system on the MS Shahan, prior to departure, when required.

SECTION 13. Management will make a good faith effort to allow the Union occasional shared use of an existing Center personal computer for Union business, insofar as may be practicable.

#### ARTICLE XIX. Uniforms

SECTION 1. The Center will further pursue arrangements to enable the firefighters/guards to purchase uniforms in the vicinity of PIADC. Until such arrangements can be made, Government transportation, or, at Management's discretion, travel reimbursement will be provided for two trips annually for each firefighters/guards as possible to travel at the same time. The Center will request of Agency management that the amount of uniform allowance be the annual cost of replacement or the maximum allowance prescribed by law, whichever is less.

#### ARTICLE XX Grievance Procedure

SECTION 1. The purpose of this Article is to provide a mutually acceptable method for prompt settlement of grievances.

SECTION 2. A grievance means any complaint:

- A. By any unit employee concerning any matter relating to the employment of the employee;
- B. By the Union concerning any matter relating to the employment of any unit employee; or
- C. By any unit employee, the Union, or the Center concerning -

(1) The effect of interpretation or a claim of breach of a collective bargaining agreement; or

(2) Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation

affecting conditions of employment.

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

A. Any claim violation of sub-chapter III of Chapter 73 of Title 5 U.S.C. (relating to prohibited political activities);

B. Retirement, life insurance, or health insurance;

C. A suspension or removal under Section 7532 of Title 5 U.S.C.; D. Any examination, certification, or appointment;

E. The classification or any position that does not result in the reduction in grade or pay of an employee;

F. Grievances asking for a change to established personnel policies and practices or contract provisions which are properly subject to negotiations between the Center and the Union;

G. Non-selection for promotion from a group of properly ranked and certified candidates;

H. An action terminating a temporary promotion within a maximum period of two (2) years and returning the employee to the position from which he was temporarily promoted or reassigning or demoting him to a different position that is not at a lower grade or level than the position from which he was temporarily promoted;

I. Non-adoption of a suggestion;

J. A preliminary warning or note of a specific action which, if effected, will be otherwise grievable or appealable;

K. The content of published agency regulations and policy.

SECTION 4. Procedures for grievances over matters within the discretion of the Center Director.

A. A cooperative effort will be made to resolve grievances at the lowest level of supervision. Employees and/or their representatives shall informally discuss the grievance with their immediate supervisor within twenty (20) workdays of the event or knowledge of the event giving rise to the grievance. If the grievance cannot be resolved satisfactorily within ten (10) workdays of its presentation to the immediate supervisor, the employee and/or his/her representative may proceed under Section 4 (B) below.

B. The consideration levels for formal grievances at PIADC are as follows:

STEP#1	STEP #2	STEP #3
1st Line Supervisor	2nd Line Supervisor	Center Director

Grievances shall be presented in writing by the employee and/or his/her representative. Supervisors shall be allowed ten (10) workdays at Steps 1 and 2 and fifteen (15) workdays at Step 3 to make appropriate inquiries, attempt resolution of the grievance, and to respond in writing to the grievant. Employees shall have ten (10) workdays to pursue grievances at Steps 1 and 2 and fifteen (15) workdays to pursue grievances at Step 3. Any grievance not pursued by the grievant within the times allotted above shall be considered resolved, except that the time limits contained herein may be extended by mutual agreement and the grievant shall automatically be granted up to a five (5) day extension where it is necessary in order to allow the grievance to be heard on its merits rather than rejected as untimely.

SECTION 5. Procedure for grievances beyond the authority of the Center Director, but within

the authority of the Area Director (AO) whichever is appropriate. Within fifteen (15) workdays from the date of the event (or knowledge thereof) giving rise to the grievance, an employee (or designated Union representative) may file a written grievance to the AD. The AD will have forty-five (45) calendar days from date of receipt of the grievance to make appropriate inquiries and issue a written decision.

SECTION 6. Procedures for grievances beyond the authority of the AD, but within the authority of the Administrator, ARS. Within fifteen (15) workdays from the date of the event (or knowledge thereof) giving rise to the grievance, an employee (or designated Union representative) 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 7. Grievances can be initiated by one or more employees. When two or more employees have similar grievances (the dissatisfaction expressed and the relief requested are the same) the parties will, absent compelling reasons, process the grievances concurrently.

SECTION 8.

A. If the decision of the Center Director, Area Director or Administrator, ARS, is unsatisfactory, the Union may request that the grievance be submitted to arbitration within fifteen (15) workdays after receipt of the decision. Such request must be in writing.

B. Within ten (10) workdays of the Union's request, the parties shall meet to execute a joint request to the Federal Mediation and Conciliation Service for a panel of five (5) qualified arbitrators and to decide the precise issue to be submitted to arbitration. Within ten (10) workdays of the receipt of the panel, the parties will meet to select an arbitrator. If there is no mutual agreement, the selection shall be made by alternately striking names. If the parties are unable to decide the issue to be submitted to the arbitrator, the parties shall submit a statement which includes the Union's version of the issue and the Center's version. The arbitrator shall decide which issue is appropriate but shall not compromise either issue or consider other issues not submitted by either party.

C. Consistent with this Article, the arbitrator shall decide the procedures to be followed in the hearing and deciding of the grievance. The arbitrator shall be asked to render a decision as quickly as possible.

D. An arbitrator will not; add to, subtract from, change, or modify any provisions of this agreement; change ARS or Department of Agriculture policy, or regulations; mandate any abatement procedure involving the application of safety and health policies, regulations or standards (although the arbitrator may recommend or suggest such a procedure). The arbitrator shall have the authority to restrict employee access to any worksite which he or she finds to be unsafe.

E. All fees and expenses of the arbitration shall be borne equally by the parties. However, no fees and expenses of the arbitrator will be paid that are not deemed reasonable by the Union and the Center. 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 meetings over other matters.

F. The arbitration decision shall be final, except that either party may appeal the decision of the arbitrator to the Federal Labor Relations Authority under the rules of the Authority and the Regulations of the Department of Agriculture.

SECTION 9. Either party may in its own behalf submit grievances at the appropriate level of this Article.

SECTION 10. Grievances over disciplinary actions shall be submitted directly to arbitration

under Section 8 of this Article, but shall not require a decision by the Center Director.

SECTION 11. At a minimum, grievances required to be in writing shall contain:

- A. The employee's name, title and work location;
- B. The nature of the grievance, including any available details;
- C. Whether the employee is represented by the Union, and if so, the name of the representative;
- D. The desired relief.

SECTION 12. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue and will be processed in accordance with this Article.

## ARTICLE XXI. Effective Date and Term

SECTION 1. The effective date of this agreement is the date of its approval by the Director of Personnel of the Department of Agriculture, or the 31st day after its execution. The day of execution shall be the day the Center is advised in writing that the agreement has been approved by the Union. Upon its approval, this agreement shall supersede all existing or previous agreements between parties.

SECTION 2. The agreement shall remain in full force and in effect for three (3) years from the date of approval and, subject to the provisions of Section 3 of this Article, shall be automatically extended for additional one (1) year periods unless either party gives written notice to the other, not more than one hundred and five (105) or less than sixty (60) calendar days prior to its anniversary date, that it wishes to renegotiate or amend the agreement. Such written notice shall include any desired changes or additions. At a mutually agreeable time as soon as possible thereafter, the parties shall meet to establish a "MEMORANDUM OF UNDERSTANDING FOR NEGOTIATIONS." If negotiations are not concluded prior to the expiration date, the agreement will be extended by sixty (60) workdays, and may be extended thereafter by mutual consent in increments of sixty (60) workdays.

SECTION 3. This agreement shall not be effective at any time after it is determined that the Union is no longer entitled to exclusive recognition or after such recognition has been relinquished.

FOR THE CENTER

FOR THE UNION

ROGER G. BREEZE  
DIRECTOR, PIADC

ED HOLLREISER  
PRES., LOCAL 1940 AFGE

PETER C. SLEIGHT  
CHIEF NEGOTIATOR

CLARENCE E. BROWN  
CHIEF NEGOTIATOR

ERNEST D. ESCARCEGA  
NEGOTIATOR

PETER N. SVENDSEN  
NEGOTIATOR

JACK R. HEANEY  
NEGOTIATOR

DATE 5/5/88

Approved by the Director of Personnel, USDA, and effective 5/31/88