

**Leave Directive 4630.2 revision 2**  
**Midterm Bargaining Agreement**  
**between**  
**Food Safety and Inspection Service, USDA**  
**And**  
**National Joint Council of Food Inspection Locals, AFGE**  
09-FSIS-013

**DATE:** July 1, 2010

**PREAMBLE:** Directive 4630.2 revision 2 has been revised to update the Agency's written policy on leave and incorporate regulation changes that have occurred since the Directive was last published. The changes, however, were implemented by the Agency as of the date required by 5 CFR 630. The leave areas most affected by these regulation changes are the FMLA, sick leave, military leave, and medical certification requirements. Bargaining unit employees should continue to follow the parties' Labor Management Agreement (LMA), June 13, 2008, for information on the Agency's leave policy. In accordance with LMA Article 2, should any conflict arise between the terms of the LMA and any Agency issuances, manuals, directives, etc., regardless of the date of issuance, the terms of the LMA will govern, unless the parties agree otherwise.

1. The Agency will post a copy of the parties Leave Directive MOU on the bulletin board in each establishment. Employees are free to make a copy of the posted MOU.
2. All leave will be granted in accordance with Article 14, making reasonable efforts to grant leave requests.
3. Consistent with LMA Article 14 employees shall be entitled to use leave in accordance with rules and regulations and the parties LMA.
4. References to applicable laws, rules and regulations will be captured at the beginning of each leave category (distinguished by Parts) throughout the Directive.
5. All Labor/Management Agreement language will take precedence barring any overriding exigency.
6. To the extent clarifications of Directive 4630.2 revision 2 are needed, the Agency will provide such clarification to the Union and employees as requested.
7. All current employees will be provided a hard copy of Directive 4630.2 revision 2 within 45 days of implementation of this agreement. New employees will receive the Directive with within 30 days after their start date.
8. The Agency will provide a summary of the leave areas most affected by the changes in regulation, including but not limited to the FMLA, sick leave, military leave, and medical certification requirements. A work unit meeting will be held within 60 days after receipt of Directive 4630.2 revision 2 during which the Directive will be reviewed and discussed, and the Agency will field questions. At the conclusion of the work unit meeting, the Union will have the opportunity to meet privately with employees, provided the meeting time does not interfere with the mission of the Agency. If the private meeting cannot be

- held due to interference with the mission of the Agency, employees who wish to meet with their representative can request time in accordance with Article 5, Section 5.
9. Current leave policies and practices will not be changed by the implementation of the Directive 4630.2 revision 2.
  10. In accordance with Part Four – Voluntary Leave Transfer Program, Section II, Employee’s Right to Participate, the Agency agrees not to directly or indirectly intimidate, threaten, or coerce other employees for the purpose of interfering with their right to donate, receive, or use transferred annual leave.
  11. In accordance with Directive 4630.2 revision 2. Part 11 – Other Leave, Section II – AWOL, leave charged to AWOL can later be changed to approved leave should the employee provide an acceptable excuse for the absence. The absence of accrued annual leave or sick leave in and of itself is not the sole basis for placing an employee in an AWOL status.
  12. Absent an overriding exigency, the Agency agrees not to implement Directive 4630.2 revision 2 for bargaining unit employees until the parties have bargained to an agreement concerning the changes, or until an agreement is imposed on the parties through the impasse resolution procedures, provided panel assistance is sought by either or both parties, or until the parties have bargained to the extent provided by law or regulations. Both parties recognize that the timely request for panel assistance is considered law as being to the extent provided by law.
  13. To the extent management implements any Leave Directive changes for BU employees due to an “overriding exigency” management agrees to give retroactive effect to any agreement later reached by or imposed on the parties, to the maximum extent it is feasible to do so.
  14. If leave can be approved, the parties agree that employees should be prudent regarding coming to work in order not to expose co-workers to contagious diseases.
  15. Where Leave Directive 4630.2 Revision 2 is silent on a subject the Agency will provide polity as needed in accordance with 5 USC, 5 CFR, Government-wide or other laws and regulations.
  16. All bargaining unit employees shall be notified individually and in writing, by the Agency, of the reasons for proposed changes to the Leave Directive.
  17. Agency policy will be administered fairly and equitably for all employees as it pertains to 4630.2 revision 2.
  18. When the Union raises issues related to the application of Directive 4630.2 revision 2, the Agency agrees to respond and resolve issues.
  19. Leave Directive 4630.2 revision 2 shall be easily accessible at each establishment.
  20. The parties encourage local supervisors and union representatives to engage one another in a professional manner when discussing Directive 4630.2 revision 2.

21. Local practices of requesting leave will not change with the implementation of this Directive.
22. When an employee is tardy in reporting to work or returning from lunch periods, the employee can request leave.
23. When a supervisor requires an employee to speak with them directly to request leave, the supervisor must be available to respond to the leave request, and provide an alternate contact in the event the supervisor is not available to respond to the request.
24. Employees are encouraged to review their Statement of Earnings and Leave (Form AD-334 or Employee Personal Page) each pay period to ensure leave balances are correctly reported and bring discrepancies in leave balances to the supervisor's attention as soon as possible.
25. Provide medical documentation when required consistent with Article 14.
26. Employees will continue to accrue and carry over annual leave in the amounts consistent with 5 USC 6304(a) and 5 CFR 630.302 (a).
27. Contagious disease – An infectious disease communicable by contact with one who has it, with a bodily discharge of such a patient, or with an object touched by such a patient or by bodily discharges.
28. The Agency will make every reasonable effort to avoid contacting employees who are on leave except when such contact is necessary to carry out the Agency's public health mission.
29. In accordance with Article 14, Section 5h a family member is defined as spouse and parents spouse; children, including adopted children, and their spouses; parents; brothers and sisters and their spouses; and any individual related by blood or affinity whose close association with the employee is the equivalent of a family member.
30. Forfeited leave will be restored in accordance with 5 CFR 630.6304(d) and (e).
31. The recipients of leave donations will not be made public unless express written approval is granted by the recipient.
32. Medical emergency is defined in accordance with 5 CFR 630.902 and 630.905.
33. Medical certificates when necessary shall conform to LMA Article 14, Sections 5(f)(2) and (6)(b). As described, medical certificates must be signed by a registered practicing physician or other practitioner. Rubber stamped signatures authorized by such registered practicing physician or other practitioner are acceptable.
34. Non-pay status will also include times an employee may be eligible for pay, but chooses a non pay option pursuant to 5 CFR 630.1205.
35. The Agency will continue to notify employees in writing of the beginning of use and expiration date of restored annual leave.
36. Serious medical condition will be determined in accordance with 5 CFR 630.1202.

37. In accordance with 5 CFR 630.601 service abroad means service on and after September 6, 1960, by an employee at a post of duty outside the United States and outside the employee's place of residence if his place of residence is in the Commonwealth of Puerto Rico or a territory or possession of the United States.
38. The definition of a spouse shall conform to 5 CFR 630.1202. Should there be a change in the regulation; the Agency will notify employees in writing within 30 days of the effective date
39. Donated annual leave will be credited to an employee's leave account in accordance with 5 CFR 630.906
40. Employees may donate leave in accordance with 5 CFR 630.906(a). Should there be a change in the regulation; the Agency will notify employees in writing within 30 days of the effective date.
41. Employees are entitled to accrue and use leave in accordance with LMA Article 14 and 5 CFR 630.
42. Reduction(s) in annual and sick leave credits resulting from the accumulation of 80 hours AWOL/LWOP within a leave year will be handled in accordance with 5 CFR 630.208.
43. Leave restoration will consider all pertinent written documentation consistent with FSIS annual notice – "Restoration of Forfeited Annual Leave".
44. Advanced leave will be granted in accordance with Article 14, Section 2g.
45. Leave buy back pertaining to OWCP will be handled in accordance with LMA Article 11, Section 4c.
46. Employees who request leave will receive a response in a timely manner.
47. The Agency agrees not to make any request for medical documentation in violation of the HIPPA Act.
48. Where there is a significant threat to life or serious injury employees should take advantage of whatever available facility or resources to address the threat.
49. FLMA entitlement will not change as a result of this Directive.
50. This Directive does not replace any agreed language pertaining to the WebTA agreed language.
51. Requests for leave will be handled in accordance with LMA Article 14. The Agency agrees not to ask for information that goes beyond what is required by the contract.
52. During a pay period where sick leave has been requested and granted an employee may elect to substitute annual leave in lieu of sick leave.

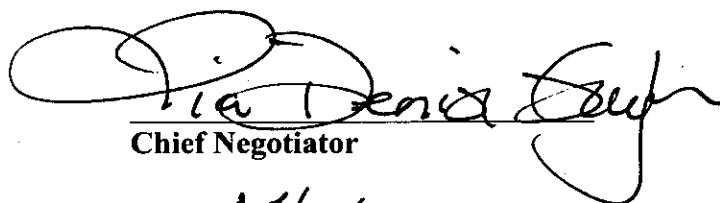
53. Under 5 CFR 630.908 there is no numerical minimum or maximum amount of leave that can be donated or used in the Leave Transfer Program. However, the actual amount donated cannot be more than ½ of an employee's yearly leave earning and the actual amount of leave used can be limited by the duration of the illness the leave is meant to cover.
54. Employees are only removed from the LTP in accordance with 5 CFR 630.910.
55. LWOP will be requested in accordance with LMA Article 14, Section 7.
56. Home leave will be granted in accordance with 5 CFR 630.601.
57. Home leave will be earned and granted in accordance with 5 CFR 630.605 and 630.606.
58. Military leave will be granted in accordance with Article 14, Section 11a and b. In accordance with 5 USC 6323, military leave will be charged in one hour increments.
59. Employees will be granted court leave in accordance with LMA Article 14, Sections 15a and b.
60. AWOL is not always a cause for discipline. Whether AWOL is used as a basis for discipline is at the discretion of the Agency.
61. Due to the nature of the work, employees are required to report for work during delayed plant openings unless appropriate leave has been requested and/or scheduled and approved. During such time, the Agency has the discretion to assign other work, conduct meetings, or reassign employees to another plant. The Agency may also grant administrative leave if in the best interest of the Agency and employees.
62. Holidays resulting in overtime and/or premium pay will be handled in accordance with Article 24 Sections 1 and/or 4.
63. Leave scheduled immediately before the holiday or immediately after a holiday is considered scheduled leave.

**FOR THE UNION:**

  
Chairman, National Joint Council

7/1/2010

**FOR THE AGENCY:**

  
Chief Negotiator

7/1/2010