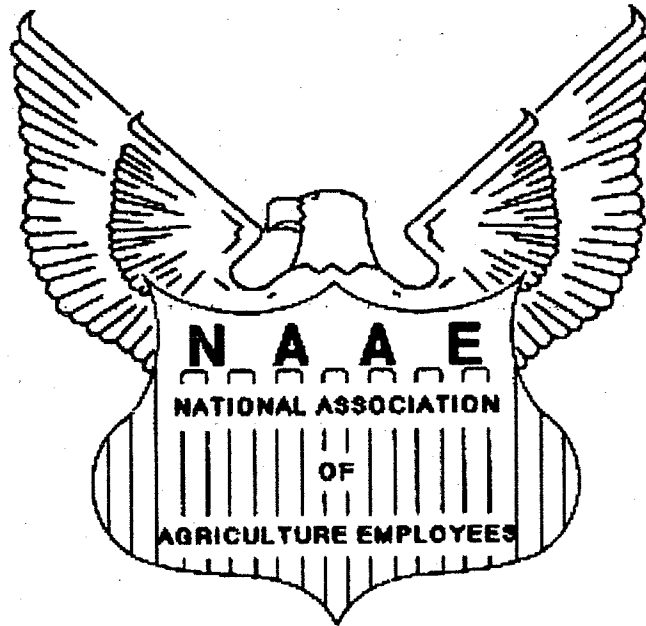


N.A.A.E.

National Association of Agriculture Employees

NEWSLETTER



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Your National NAAE Representatives

Visit the NAAE Web Site - www.INFESTED.net

N.A.A.E.

National Association of Agriculture Employees
Newsletter Issue No. 64 March 2002



A Message From Our President

Mike Randall

24/7/365 = 0 AND.....

MORE WORK FOR LESS PAY = SLAVERY

Last newsletter as you recall I had mentioned a possibility of “some light at the end of the garbage disposal.” Sadly I was mistaken as it seems someone left some knives, a couple of forks, and some pieces of broken glass down there. We’ll turn the disposal switch off for now and contemplate the new aggravations thrust upon employees.

On January 2nd I received Dr. Dunkle’s proposal: “Scheduling Tours of Duty that Span Multiple Shifts and Overtime,” contained in this Newsletter for your reading displeasure. This letter, and its timing, dated December 26, 2001, is an example of true holiday spirit.

What is this proposal? No one seems to know. NAAE has submitted a request for a National Consultation in order to clarify this unclear worded document. We also included a lengthy written information request and a comprehensive proposal packaged aimed at somehow addressing this pig-in-a-poke “proposal.”

First off we ask: what is 24 hour-seven-day-a-week-365-day-a-year coverage? Don’t we already have this? A few gray hairs on my head says we already do. The Agency wants to schedule all of the work? Even when there isn’t any work to do? Even unschedulable arriving aircraft, ships and trucks? It sure looks like that’s exactly what the unclear language is intended to do. I still do not understand overtime spanning multiple shifts. Is this overtime on overtime? I suppose it depends on what is is.

The true intent of this document appears aimed at one thing—central control—more micromanagement of local conditions regardless of the employees who are hurt, regardless of how it affects the way we do our job on the front line. Agency Management has failed to learn its lesson! PPQ produces at the front line. Little in this Agency is produced in the rear echelons. Lose the hearts, minds, spirits, and support of the frontline workers and the Agency has NOTHING—no “program”, no quarantine, no agricultural protection.

This Agency has produced little in the way of improvement of the employee working conditions in last several years. The only minor improvements I can count on one hand and most assuredly these are in the form of governmentwide rules and regulations—mandates from Congress-- a higher level than the Department—things the Agency HAS TO do lest they be in trouble with the Law. Among these are the Family and Medical Leave Act, Commuting subsidies, Alternative Work Schedules, eased Federal Travel Regulations (APHIS-MRP always lags in fixing their subordinate, implementing regulations).

The things I tend to remember the purposes of counting with the other fingers and toes are: Downgrades, less than the truth about an upgrade, less than the truth about new GS-11 position descriptions, forced untakeable lunches in passenger clearance, forgotten promises about receiving pay parity with our sister agencies, clever ways of getting people to perform work without pay (see the newest directive proposal), forgotten promises that employees would have control of their own local working situations, Management refusal to promptly pay backpay to victorious grievants, Management self-serving reinterpretation of plainly written arbitration awards when they have clearly lost, Management efforts to lop of parts of our bargaining unit, multiple, duplicative requests to complete security clearance forms and fingerprints when once in a career should have been enough, and about 30 other nonsensical proposals from the last two years alone.

I tried to come up with a positive end to this article. I could not. At no time in my 16 years in Union office have I seen a time that requires...DEMANDS that you step forward to defend your rights. Your Union is what you make of it. None of the Union officers are paid. They are all volunteers, but get official time to do their union work. If you are dissatisfied with what is happening, it is your time to get involved and take control of your part of our situation. Some think we can call in mercenaries to fight for us. They are wrong. Remember no one will fight as hard for you as you.

[Note: at press time we received our most severe threat (we are running out of superlatives)to our working conditions to date—yet another proposal designed to work in concert with the Tours of Duty proposal that is the subject of this article. The document we received is an apparent proposal to supersede the directive which controls payment of our Import-Export Act overtime, APHIS Directive A/D 402.3 which has been in effect since 1984. Though we have not completed our study of the impacts, rest assured that this Management effort will receive our utmost vigorous response. Stay tuned. — THIS PROPOSAL ALONE SHOULD BE ENOUGH REASON FOR YOUR WORK UNIT TO SEND A REPRESENTATIVE TO OUR NAAE NATIONAL CONVENTION APRIL 21-24 in San Diego to confront National Management on their disregard for employees and apparent greed in their actions.—A copy of this proposed directive is also attached for your review.]

Union Retirees

With this issue we note the departure of First National Vice President **Craig Kellogg**. Though we hate to see him go, we wish him the best of luck as the Trail Boss at Detroit's new Midfield Terminal. Craig has served several terms on the National Executive Committee as well as holding local office in Detroit. He has been one of our best negotiators, proposal writers, and theoreticians in numerous national negotiation scenarios. He is the founder and manager of the NAAE website-- you'll forgive us with the bit of clankiness we are having now with webmastering in adjusting to our loss. We are also at a profound loss in the areas of Newsletter typesetting and lexicography. Craig was always instrumental in making sure the newsletter was put together. Some of us are not as gifted in the art. We trust Craig will be one of the better managers. He has already promised to brake for employees and occasionally feed them.

We sometimes forget to mention the officers who have left the committee during the term and take the opportunity now. It is often more out of the instant shock we feel when someone leaves and we truly realize all the important things they were doing (we were not resting in some smug, self-satisfied, heteropteran post-feeding euphoria looking for more prey.)

We recognize **Brian Marschman** for his contribution as National Secretary through improvements in the membership database and furthering the automation of NAAE processes. Brian has gone on to be an SITC supervisor in Missouri. We wish him luck

Jim Triebwasser was NAAE's National Treasurer. He got the bills paid. Jim was doing a great job until SITC stole him from us. We have hatched a secret plan to get him back. I'd tell you about the plan, but that was two newsletters ago. Congratulations on your promotion Jim.

In Our Memories

On a sad note, we received the news from Atlanta of the passing of former Executive Committee member Alphonse Richardson in December. Al had recently served several years on the Committee in the capacity of South Eastern Region Vice President. Al became a PPQ officer in Atlanta after working for ARS and retiring from a career as a US Army Officer. Recently Al had been promoted into our sister SITC program as a trade compliance officer. NAAE extends its condolences to Al's family and all who knew and worked with him.

Web Page Happenings

For updates on the changing status of the NAAE webpage www.infested.net and instant posting of hot items: go to www.aloha.net/~mikeran/NAAE.html if infested is down.

NAAE CONVENTION!!

APRIL 21-24, 2002

URGENT URGENT URGENT

Call Bill Johnson or Mike Randall to start your arrangements to claim a blocked room!

Time is NOW to make your arrangements to attend NAAE's biannual Convention in San Diego, CA at the Radisson Hotel San Diego on 1433 Camino del Rio S, San Diego, CA 92108,(619) 260-0111 April 21-24, 2002.

MAKE YOUR TRAVEL ARRANGEMENTS—Take advantage of advanced purchase prices and Saturday night stay-over airline rates

Great hotel room rates- \$99/night. Plenty of things to do in San Diego-- in addition to networking with your Union colleagues, meeting the new National Officers, and learning the arts of labor-management and employee relations. Please contact Bill Johnson, NAAE 2nd National VP, for further details on: 773-894-2927 Brutis24@hotmail.com or Mike Randall, NAAE President on 808-861-8449 mikeran@aloha.net . See back for other numbers. See you there!

NAAE will pay up to \$350 true travel expenses (hotel or transport) for the President or delegate from each Branch (two attendees for Branches with more than 50 members.) Please call Bill or Mike to confirm your attendance. NAAE has requested official time from Management for consultation and training. Expenses grants may be available for other interested members- **CALL BILL OR MIKE**

Tentative Agenda:

Sunday April 21-10:00 Registration-- Internal Union Business Session

Monday April 22- AM Session- National Consultation with PPQ
PM Session- APHIS EEO Program

Tuesday April 23- All Day- Joint LMR Training NAAE and PPQ
PM Banquet

Wednesday April 24- All Day- NAAE Labor Management Relations Training –last hour evaluation –GAVEL New NAAE Executive Committee takes office

General Counsel's Corner

by Kim D. Mann, Esq., NAAE General Counsel

“Miami Retroactive Promotion/Backpay Grievances” Decision Out. Arbitrator Professor Bernhardt has finally issued his decision resolving the 28 Miami-based grievances seeking retroactive temporary promotions, with back pay, for performing GS-11 work at Miami while serving as GS-9 PPQ Officers. He granted half the grievances in whole or in large part, but denied the other half. Influencing his decision to deny was his belief that, in serving as Rotational Officers (rotating on a periodic basis from one GS-11 specialty job to another) as many of these unsuccessful grievants did, their so-called GS-11 work did not measure up to the intent behind the GS-11 position description, SJ 8227. He concluded the SJ 8227 PD required a GS-11 claimant to spend most of his/her claim period in one of the 14 specialty positions identified within the GS-11 PD, not moving around from one to another every few months. He also discounted the testimony of a few Miami grievants who claimed to be “Training Officers,” but whose work consisted almost entirely of providing on-the-job (as opposed to classroom) training. Also failing to impress the Arbitrator were those grievants who filled in for GS-11s only on occasions, particularly as “Team Leaders” or “Operations Desk Officers.”

The Union has decided not to appeal any of the denied grievances. The Agency has, however, appealed the Arbitrator's decision granting 14 of the grievances. It filed a 130-page set of “exceptions” with FLRA. The Agency's filing of exceptions to the Arbitrator's award will delay the finality of the Miami grievances until the FLRA acts upon those exceptions. This could take an additional six to nine months.

Agency Ignores Arbitrator/FLRA Awards. The Agency does not seem to care whether it loses these retroactive temporary promotion/backpay grievances. Based upon its conduct to date, the Agency apparently does not intend to comply, at least not willingly, with the final, effective orders of either the Arbitrator or the FLRA awarding promotions and back pay. Some 12 months ago, FLRA issued its final order upholding the retroactive promotion/backpay awards of Arbitrator Professor Bernhardt to the so-called “Cleveland Four,” the four domestic PPQ Officers who proved they performed GS-11 work as GS-9s. Despite having “lost,” the Agency has yet to give the Cleveland Four the retroactive temporary promotions and backpay to which they are entitled. Nor has it taken other steps necessary to fully implement the order and awards of the Arbitrator and FLRA. This total disregard of the law has forced NAAE to file another grievance against the Agency, this time for failing and refusing to carry out the terms of the FLRA order and Arbitrator awards. (In fairness, the Agency has reimbursed the Union for its legal expenses in pursuing the “Cleveland Four” case.)

Antilles Negotiations Dispute Settled. After a long, drawn-out series of face-to-face negotiations and impasse proceedings before the Federal Services Impasse Panel, NAAE and the Agency have finally settled their differences over the continuing obligation of the Agency to ensure bargaining unit members are able to send their dependents to the Department of Defense's Antilles Consolidated School System in Puerto Rico. Until two years ago, Puerto Rico employees of the Agency could, with a certification of eligibility from APHIS, enroll their children in the ACSS, all without cost to APHIS or the employee. Congress has changed the

law, and now DoD charges all federal agencies about \$12,000 /year/child to send their employees' dependents to ACSS. APHIS balked at this new condition. It notified the Union it would stop certifying its Puerto Rico-based employees as eligible to send their children to the ACSS, a change in conditions of employment. It asserted several pretexts (false excuses) for this hard-hearted decision. The real reason was the money, \$250,000-\$300,000 a year in tuition reimbursement costs. Over many months, negotiations ensued between NAAE and Management without reaching agreement.

Following a hotly contested fact-finding hearing at FSIP to resolve this negotiating impasse or dispute and before FISP could issue its final decision, NAAE entered into a binding settlement with the Agency. The agreement assures the bargaining unit in Puerto Rico that the students currently attending the ACSS will be able to continue their education at the ACSS, at the Agency's expense, for the next three to four years depending upon whether they will be in high school next Fall. It also offers certain paid employee-transfer rights back to the United States.

The Union considers the settlement to be a very fair one for both sides and commends the Agency's negotiators and top decision-makers for their cooperation, understanding, and reasonable settlement approach. Bert Castro, the Agency's chief negotiator, played an instrumental role in seeing that this settlement happened.

24/7/365

ALSO AVAILABLE ON THE WEBSITE

SUBJECT: Scheduling Tours of Duty that Span Multiple Shifts and Overtime

TO: All PPQ Employees

PURPOSE:

To reaffirm Plant Protection and Quarantine's (PPQ) commitment to efficient and effective accomplishment of mission, employee health and safety, economic use of resources, and excellent customer service.

BACKGROUND:

The Animal and Plant Health Inspection Service's (APHIS) PPQ is committed to establishing tours of duty that accomplish the mission of this Agency, serve our customers, use our resources efficiently, and are mindful of the health and safety of our employees. The responsible use of regularly scheduled tours of duty that span multiple shifts and the judicious use of overtime, where warranted, will promote the efficient accomplishment of our mission while ensuring employee health and safety and excellent customer service. Therefore, in an effort to maximize available resources and provide adequate coverage in all PPQ work units, it will be the policy of PPQ to provide hours of coverage from 12:01am Sunday to 12 midnight Saturday. Specific hours of coverage will be determined by the needs of the service and local management.

POLICY:

The following policy provides the guidance for supervisors and managers in the scheduling of tours of duty covering

multiple shifts per day and necessary overtime.

Tour of Duty:

Inspectional coverage will span 24 hours per day, 7 days per week, 365 days per year. There will be multiple shifts to cover the 24 hour span and employees will be assigned to the appropriate tours. The work week begins at 12:01am on Sunday and ends at 12 midnight on Saturday. The actual needs of the service at any PPQ work unit will be determined by local management, i.e., port directors or lab directors, etc.

Use of Regularly Scheduled Tours of Duty:

Tours of duty will be regularly scheduled covering multiple daily shifts to ensure workload requirements of the port are met.

Use of Overtime:

Overtime will normally be assigned when management determines that the use of overtime would be more efficient than the use of a regularly scheduled tour of duty during a particular shift. Such overtime will be distributed equitably among all eligible inspection personnel in accordance with the locally negotiated overtime procedures. Multiple Callouts- Employee Safety and Health and Customer Service Considerations:

Employees' health and safety, maximum efficiency, and the impact on customer service will be considered when utilizing multiple call outs.

Extenuating Circumstances:

These provisions may be overridden during time of unexpected funding short falls or emergency situations.

IMPLEMENTATION PLAN:

Port Directors, in consultation with the State Plant Health Director, will:

1. Review current flight schedules;
2. Review current tour of duty schedules;
3. Review hours of coverage on overtime, both scheduled and unscheduled;
4. Review current comprehensive hours of PPQ coverage;
5. Review current workload requirements;
6. Review any collected data associated with workload, e.g., wads,
7. Analyze current risk factors associated with incoming flights;
8. Establish appropriate tours of duty to ensure sufficient coverage of workload;
9. Establish any regularly scheduled overtime including appropriate rationale and justification;
10. Allow reasonable phase-in period, not to exceed 6 months, for new shifts.
11. Implement no later than March 30, 2002.

Questions regarding this policy may be directed to the appropriate State Plant Health Director or Port Director.

Richard L. Dunkle
Deputy Administrator
Plant Protection and Quarantine

PROPOSED OVERTIME SLAVERY DIRECTIVE

ALSO AVAILABLE ON THE WEBSITE

APHIS Directive

PREMIUM PAY FOR EMPLOYEES PERFORMING INSPECTION AND QUARANTINE SERVICES RELATING TO IMPORTS INTO AND EXPORTS FROM THE UNITED STATES

I. PURPOSE

This Directive establishes policy and procedures for paying premium pay to APHIS employees who perform inspection, quarantine, and necessary services outside their regular tours of duty, at night, or on a holiday under the Import-Export Act of August 28, 1950 (7 U.S.C. 2260). See MRP Directive for premium pay entitlement for all other employees and general premium pay information.

II. REPLACEMENT HIGHLIGHTS.

This Directive replaces APHIS Directive 402.3, dated 3/16/84. **This revision changes policies and procedures for paying premium pay to APHIS employees covered by 7 U.S.C. 2260. Commuted Travel Time operating examples found in HRDG 4500A are no longer applicable.**

III. AUTHORITY

This Directive complies with the Act of August 28, 1950 (64 Stat. 561, 7 U.S.C. 2260) which states that "the Secretary of Agriculture is authorized to pay employees of the United States Department of Agriculture performing inspection and quarantine services relating to imports into and exports from the United States, for all overtime, night, or holiday work performed by them at any place where such inspection and quarantine services are performed, at such rates as he may determine, and to accept from persons for whom such work is performed reimbursement for any sums paid out by him for such work."

IV. COVERAGE

Only those employees engaged in inspection, treatment, testing, or certification of animals, animal products, birds, plants, and plant products in connection with their import into or export from the United States are covered by 7 U.S.C. 2260.

V. AUTHORITY TO ORDER AND APPROVE OVERTIME

The authority to approve premium pay is delegated to the level of supervision consistent with the authority to approve T&A reports. If this level of delegation does not meet a Program's specific needs, the Program has the discretion to retain approval authority at higher levels.

VI. DEFINITIONS

A. Administrative Workweek means the period of 7 consecutive calendar days, Sunday through Saturday. The administrative workweek begins at 12:01 a.m. on Sunday, and ends at midnight on Saturday.

B. Unscheduled Overtime Work means overtime that is both ordered and approved and irregular or occasional. It is overtime that is not part of an employee's regularly scheduled administrative workweek; that is, overtime work that is scheduled and worked in the same administrative workweek.

C. Metropolitan area is the 25 mile radius (via the most direct route) from the employee's normally scheduled work site.

D. Scheduled Overtime Work means regular overtime work that is part of an employee's regularly scheduled administrative workweek and is ordered and approved. In order to be regularly scheduled, the overtime work must be specific as to the employee(s) the day(s) the number of hour(s) and time to be worked. It must be scheduled no later than midnight Saturday of the week before it is to be performed.

E. Regularly Scheduled Workweek for full-time employees means the basic workweek, plus any regularly scheduled overtime. For a part-time employee, it means the days and hours within an administrative workweek during which the employee is regularly scheduled to work.

F. Regularly Scheduled Work means work that is scheduled in advance of the start of an administrative workweek. It must be scheduled no later than midnight Saturday of the week before it is to be performed.

VII. POLICY

Employees covered by this Directive are paid at premium rates for overtime, night, Sunday, and holiday work in accordance with 5 U.S.C. 5541-5549 with the following exceptions:

A. Limitation on Premium Pay. In computing the premium pay of employees covered by this Directive, no consideration shall be given to the basic administrative workweek (i.e., employees may receive CTT at the time and one half overtime rate without having worked over 8 hours in a day or 40 hours in a week) or the limitation on premium compensation (i.e., the GS-15 step 10 biweekly salary limitation does not apply).

B. Night Differential (ND). ND is paid at 10% of the base rate. If a location's established hours of service are between 6pm & 6 am then ND must be paid. ND must be paid for:

- * Regularly scheduled work occurring during employees' regularly scheduled tour of duty when that tour of duty contains hours that fall within the ND period
- * Regularly scheduled overtime work occurring during ND periods
- * Unscheduled overtime occurring during the administrative workweek to include Sundays
- * All regularly scheduled Sunday overtime work occurring during ND periods
- * ND includes the 2-hr minimum

ND is NOT paid for any CTT hours.

C. Two-Hour Minimum. The 2-hour minimum is paid at the overtime rate described in section VII., Rates of Pay, A. It applies to:

Unscheduled overtime work for employees who are required to remain on duty or are called back in

Unscheduled Sunday overtime work

Employees assigned to work on a holiday. The holiday pay rate applies for work within the regularly scheduled tour of duty. If the period of work is partially within and partially outside the regular tour of duty and neither period exceeds 2 hours, the 2-hour minimum applies to the overtime period. If the amount of overtime exceeds 2 hours, the 2-hour minimum does not apply.

The 2-hour minimum guarantee does not apply to:

Regularly scheduled overtime work occurring from Monday to Saturday

Regularly scheduled overtime work on Sundays

Overtime or holiday work that is 2 or more continuous hours.

D. Sunday Overtime. Sunday overtime is paid at twice the basic hourly rate of pay for all overtime (regular and unscheduled) performed on a Sunday.

E. Compensatory Time. Employees whose pay is subject to 7 U.S.C. 2260 cannot earn or be granted compensatory time.

F. Religious Compensatory Time. Adjustments to Work Schedules for Religious Observances. For information on the adjustment of work schedules to allow for observances of religious holidays and provisions for making up such absences, see the **Human Resources Desk Guide, Subchapter 4630, Section G, "Compensatory Time."**

G. Commuted Travel Time Allowance (CTT). CTT is paid to employees for the round-trip travel involved in reporting to and from an overtime assignment which is covered by 7 U.S.C. 2260. CTT is:

- * Paid at the regular OT rate**
- * Paid for unscheduled overtime work in which an employee is called to report back to the work site or is required to remain at the job site when no overtime work was scheduled for him/her consistent with the CTT rates described below.**
- * Paid for unscheduled Sunday overtime work in which an employee is called to report back to the work site or for unscheduled Sunday overtime work in which an employee is required to remain at the job site when no overtime work was scheduled for him/her**
- * Paid for unscheduled overtime work occurring on a holiday**
- * Paid for unscheduled Holiday Work**

CTT may NOT be:

- * Paid at the Sunday double time or holiday pay rate**
- * Paid for regularly scheduled OT work occurring Sunday - Saturday**
- * Paid for regularly scheduled Holiday Work**

Within a metropolitan area, an employee will receive up to two, (2), hours of CTT for unscheduled overtime work, including unscheduled Sunday overtime, and unscheduled holiday work. Such unscheduled work is typically referred to as a "callback." An unscheduled overtime or holiday assignment is considered a "callback" when an employee completes his/her tour of duty for the day and is called to return to or remain at the regular or another job site for unscheduled overtime or holiday work. CTT amounts for callbacks are calculated as follows:

0 - 30 minutes from the end/beginning of an assignment = No CTT Entitlement

31 - 60 minutes from the end/beginning of an assignment = 1/2 CTT Entitlement

Over 60 minutes from the end/beginning of an assignment = Full CTT Entitlement

Multiple callbacks occur when an employee finishes an overtime assignment (scheduled or unscheduled) and is called back to duty or called out to perform additional unscheduled

overtime or unscheduled holiday work and there is more than one overtime period involved. The amount of CTT entitlement is determined based on the time that the last assignment was finished. The following applies:

0 - 30 minutes from the end of the last assignment = No CTT Entitlement

31 - 60 minutes from the end of the last assignment = 1/2CTT Entitlement

Over 60 minutes from the end of the last assignment = Full CTT Entitlement

The amount of CTT entitlement for overtime assignments outside of the metropolitan area will be determined using an internet based travel program such as "MapQuest" (www.mapquest.com)

H. Authorization of CTT Allowances. The Administrator of APHIS has delegated to the PPQ and VS Deputy Administrators the authority to issue administrative instructions prescribing CTT periods for the ports, stations, and areas in which employees are located or the services performed. Such administrative instructions shall be published in 7C.F.R. 354.2 for APHIS Plant Protection and Quarantine Officers and in 9 C.F.R. 97.2 for inspection employees of APHIS Veterinary Services.

VIII . RATES OF PAY

A. Regular Overtime.

1. Employees whose rate of pay does not exceed the GS-10 step 1 are paid at one and one-half (1 1/2) times their hourly rate of pay for all overtime.

2. For employees whose rate of pay exceeds the GS-10 step 1, the hourly overtime rate is one and one-half (1 1/2) times the hourly rate of basic pay of the GS-10 step 1 for all overtime.

B. Sunday Overtime. All overtime (regular and unscheduled) performed on Sunday is paid at twice the basic hourly rate of pay.

C. Holiday Pay.

1. Employees who work on a holiday occurring in the basic 40-hour workweek are paid at twice the rate of basic pay for nonovertime hours worked up to 8 (employees on compressed work schedules may be paid for either 9 or 10 hours depending on the number of hours normally scheduled to work on the day on which the holiday falls). When no work is performed on a holiday, employees are entitled to excused absence for the same pay that they would have received for working that day had it not been a holiday.

2. Employees assigned to regular or unscheduled overtime work on a holiday are paid the same as for overtime as described in VII. A.

D. CTT. All CTT periods are paid at the regular overtime rates as described in VII.A.

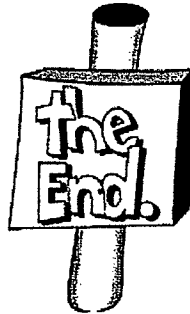
E. Leave Without Pay (LWOP). An employee who takes LWOP during the basic workweek or during the daily tour of duty and works additional hours (specifically overtime, holiday pay, Sunday double time and CTT) during the pay period, will not be paid any additional pay until the hours of actual work exceeds the hours of the basic workweek or the daily tour of duty. When an employee has taken LWOP and also has entitlement to additional pay for overtime, Sunday overtime, holiday pay and/or CTT, then the hours to meet either the daily or weekly work requirement will be deducted from the additional entitlement in a manner which most benefits the employee.

IX. RECORD KEEPING PROCEDURES FOR REIMBURSABLE OVERTIME

When reimbursable overtime services are performed, the supervisor approves this overtime by signing the appropriate block on the Time and Attendance (T&A) report. Copies of the APHIS Form 89, Report for Reimbursable Inspection and Quarantine Service, T&A's, and appropriate inspection reports should be sufficient to document the incident requiring reimbursable overtime. No additional documentation is required.

X. This Directive is effective

Attachment 1 - Remains



**No! This is the beginning. We Have
Just Begun to Fight!
Now More Than Ever! Encourage Your Co-
Workers to Join! Strength In Numbers!**



Copy this form or use as is
**REQUEST FOR PAYROLL DEDUCTIONS
 FOR LABOR ORGANIZATION DUES**

Standard Form 1187
 Revised March 1989
 U.S. Office of Personnel Management

Privacy Act Statement

Section 5525 of Title 5 United States Code (Allotments and Assignments of Pay) permits Federal agencies to collect this information. This completed form is used to request that labor organization dues be deducted from your pay and to notify your labor organization of the deduction. Completing this form is voluntary, but it may not be processed if all requested information is not provided.

5) an organization which is a designated collection agent of a particular labor organization; and 6) other Federal agencies for management, statistical and other official functions (without your personal identification).

This record may be disclosed outside your agency to: 1) the Department of the Treasury to make proper financial adjustments; 2) a Congressional office if you make an inquiry to that office related to this record; 3) a court or an appropriate Government agency if the Government is party to a legal suit; 4) an appropriate law enforcement agency if we become aware of a legal violation;

Executive Order 9397 allows Federal agencies to use the social security number (SSN) as an individual identifier to avoid confusion caused by employees with the same or similar names. Supplying your SSN is voluntary, but failure to provide it, when it is used as the employee identification number, may mean that payroll deductions cannot be processed.

Your agency shall provide an additional statement if it uses the information furnished on this form for purposes other than those mentioned above.

1. Name of Employee (<i>Print or Type-Last, First, Middle</i>)	2. Employee Identification Number (<i>SSN or Other</i>)	3. Timekeeper Number
4. Home Address (<i>Street Number, City, State and ZIP Code</i>)		5. Name of Agency (<i>Include Bureau, Division, Branch or Other Designation</i>) USDA-APHIS-PPQ

Section A-For Use By Labor Organization

Name of Labor Organization (*Include Local, Branch, Lodge or Other Appropriate Identification*)
 National Association of Agriculture Employees Branch _____ Location _____

I hereby certify that the regular dues of this organization for the above named member are currently established at \$ _____ per _____ (biweekly pay period) (calendar month). (*Strike out whichever period is not appropriate, based on arrangement with the employee's agency.*)

Signature and Title of Authorized Official NAAE National President	Date (Month, Day, Year)
---	-------------------------

Section B-Authorization By Employee

I hereby authorize the above named agency to deduct from my pay each pay period, or the first full pay period of each month, the amount certified above as the regular dues of the (Name of Labor Organization):
 NAAE

of my employing agency. I further understand that Standard Form 1188, Cancellation of Payroll Deductions for Labor Organization Dues, is available from my employing agency, and that I may cancel this authorization by filing Standard Form 1188 or other written cancellation request with the payroll office of my employing agency. Such cancellation will not be effective, however, until the first full pay period which begins on or after the next established cancellation date of the calendar year after the cancellation is received in the payroll office.

and to remit such amount to that labor organization in accordance with its arrangements with my employing agency. I further authorize any change in the amount to be deducted which is certified by the above named labor organization as a uniform change in its dues structure.

Contributions or gifts (including dues) to the labor organization shown at left are not tax deductible as charitable contributions. However, they may be tax deductible under other provisions of the Internal Revenue Code.

I understand that this authorization, if for a biweekly deduction, will become effective the pay period following its receipt in the payroll office

Signature of Employee	Date (Month, Day, Year)
-----------------------	-------------------------

FOR COMPLETION BY AGENCY ONLY- The above named employee and labor organization meet the requirements for dues withholding. (Mark the appropriate box. If "YES", send this form to payroll. If "NO", return this form to the labor organization.)	YES	NO

1-Agency Copy 2-Labor Organization Copy 3-Employee Copy

YOUR NATIONAL NAAE REPRESENTATIVES

(Your Input & Feedback Is Most Welcome)

PLEASE MAIL ALL DUES WITHHOLDING FORMS TO NAAE NAT'L PRESIDENT FOR SIGNATURE

Mike Randall, President
P.O. Box 31143
Honolulu, HI 96820-1143
3375 Koapaka St. Suite G-330
Honolulu, HI 96819
VACANT 1 st VP

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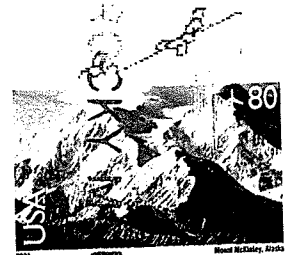
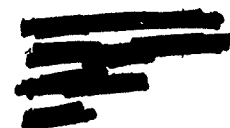
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