

previous certifications when the previously issued certificates can be canceled before they have been accepted by the phytopathological authorities of the country of destination involved.

(d) *Industry-issued certificate.* A certificate issued under the terms of a written agreement between the Animal and Plant Health Inspection Service and an agricultural or forestry company or association giving assurance that a plant product has been handled, processed, or inspected in a manner required by a foreign government. The certificate may be issued by the individual who signs the agreement or his/her delegate.

(1) *Contents of written agreement.* In each written agreement, APHIS shall agree to cooperate and coordinate with the signatory agricultural or forestry company or association to facilitate the issuance of industry-issued certificates and to monitor activities under the agreement, and the concerned agricultural or forestry company or association agrees to comply with the requirements of the agreement. Each agreement shall specify the articles subject to the agreement and any measures necessary to prevent the introduction and dissemination into specified foreign countries of specified injurious plant pests. These measures could include such treatments as refrigeration, heat treatment, kiln drying, etc., and must include all necessary preshipment inspections and subsequent sign-offs and product labeling as identified by Plant Protection and Quarantine (PPQ), APHIS, based on the import requirements of the foreign country.

(2) *Termination of agreement.* An agreement may be terminated by any signatory to the agreement by giving written notice of termination to the other party. The effective date of the termination will be 15 days after the date of actual receipt of the written notice. Any agreement may be immediately withdrawn by the Administrator if he or she determines that articles covered by the agreement were moved in violation of any requirement of this chapter or any provision of the agreement. If the withdrawal is oral, the decision to withdraw the agreement and the reasons for the with-

drawal of the agreement shall be confirmed in writing as promptly as circumstances permit. Withdrawal of an agreement may be appealed in writing to the Administrator within 10 days after receipt of the written notification of the withdrawal. The appeal shall state all of the facts and reasons upon which the appellant relies to show that the agreement was wrongfully withdrawn. The Administrator shall grant or deny the appeal, in writing, stating the reasons for granting or denying the appeal as promptly as circumstances permit. If there is a conflict as to any material fact and the person from whom the agreement is withdrawn requests a hearing, a hearing shall be held to resolve the conflict. Rules of practice concerning the hearing shall be adopted by the Administrator. No written agreement will be signed with an individual or a company representative of the concerned agricultural or forestry company or association who has had a written agreement withdrawn during the 12 months following such withdrawal, unless the withdrawn agreement was reinstated upon appeal.

(Approved by the Office of Management and Budget under control number 0579-0052)

PART 354—OVERTIME SERVICES RELATING TO IMPORTS AND EXPORTS; AND USER FEES

Sec.

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AUTHORITY: 7 U.S.C. 2260; 21 U.S.C. 136 and 136a; 49 U.S.C. 1741; 7 CFR 2.22, 2.80, and 371.2(c).

§ 354.1 Overtime work at border ports, sea ports, and airports.

(a)(1) Any person, firm, or corporation having ownership, custody, or control of plants, plant products, animals, animal byproducts, or other commodities or articles subject to inspection, laboratory testing, certification, or

quarantine under this chapter and subchapter D of chapter I, title 9 CFR, who requires the services of an employee of the Animal and Plant Health Inspection Service on a Sunday or holiday, or at any other time outside the regular tour of duty of the employee, shall sufficiently in advance of the period of Sunday or holiday or overtime service request the Animal and Plant Health Inspection Service inspector in charge to furnish the service during the overtime or Sunday or holiday period, and shall pay the Government at a rate of \$47.96 per work-hour per employee on a Sunday and at the rate of \$37.84 per work-hour per employee for holiday or any other period, except as provided in paragraphs (a)(1)(i), (ii), and (iii) of this section:

(i) For any services performed on a Sunday or holiday, or at any time after 5 p.m. or before 8 a.m. on a weekday, in connection with the arrivals in or departure from the United States of a private aircraft or vessel, the total amount payable shall not exceed \$25 for all inspection services performed by the Customs Service, Immigration and Naturalization Service, Public Health Service, and the Department of Agriculture;

(ii) Owners and operators of aircraft will be provided service without reimbursement during regularly established hours of service on a Sunday or holiday; and

(iii) The overtime rate to be charged owners or operators of aircraft at airports of entry or other places of inspection as a consequence of the operation of the aircraft, for work performed outside of the regularly established hours of service on a Sunday will be \$39.36 and for work performed outside of the regularly established hours of service for a holiday or any other period will be \$30.64 per hour (these charges exclude administrative overhead costs).

(2) A minimum charge of 2 hours shall be made for any Sunday or holiday or unscheduled overtime duty performed by an employee on a day when no work was scheduled for him or which is performed by an employee on his regular workday beginning either at least 1 hour before his scheduled tour of duty or which is not in direct continuation of the employee's regular

tour of duty. In addition, each such period of Sunday or holiday or unscheduled overtime work to which the 2-hour minimum charge provision applies may include a commuted traveltime period (CTT) the amount of which shall be prescribed in administrative instructions to be issued by the Administrator, Animal and Plant Health Inspection Service for the areas in which the Sunday or holiday or overtime work is performed and such period shall be established as nearly as may be practicable to cover the time necessarily spent in reporting to and returning from the place at which the employee performs such Sunday or holiday or overtime duty. With respect to places of duty within the metropolitan area of the employee's headquarters, such CTT period shall not exceed 3 hours. It shall be administratively determined from time to time which days constitute holidays. The circumstances under which such CTT periods shall be charged and the percentage applicable in each circumstance are as reflected in the following table:

	Actual time ¹ charge—no minimum	2-hour guarantee charge	Commuted ² traveltime (CTT) charge
CHARGES FOR INSPECTION WITHIN METROPOLITAN AREA OF EMPLOYEE'S HEADQUARTERS			
Work beginning before daily tour begins:			
8 to 59 minutes	Yes	No	None.
60 to 119 minutes.	.....	Yes	½ CTT.
120 minutes or more.	.....	Yes	Full CTT.
Work beginning after daily tour ends:			
Direct continuation.	Yes	No	None.
Break-in-service of:			
2-29 minutes	.....	Yes	None.
30-60 minutes	.....	Yes	½ CTT.
61 minutes or more.	.....	Yes	Full CTT.
CHARGES FOR INSPECTION SERVICES PERFORMED OUTSIDE METROPOLITAN AREA OF EMPLOYEE'S HEADQUARTERS			
Work beginning before daily tour begins:			
8 to 59 minutes	Yes	No	½ CTT.
60 minutes or more.	.....	Yes	Full CTT.

	Actual time ¹ charge—no minimum	2-hour guarantee charge	Commuted ² traveltime (CTT) charge
Work beginning after daily tour ends: Direct continuations.	Yes	No	½ CTT.
2–59 minutes	No	Yes	½ CTT.
60 minutes or more.	No	Yes	Full CTT.

CHARGES FOR CALL OUT INSPECTION SERVICE ON HOLIDAY OR NONWORKDAY

Work beginning at any time.	No	Yes	Full CTT.
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¹ Actual time charged when work is contiguous with the daily tour will be in quarter hour multiples, with service time of 8 minutes or more rounded up to the next quarter hour and any time of less than 8 minutes will be disregarded.

² The full CTT allowance will be the amount of commuted traveltime prescribed for the place at which the inspections are performed. See §354.2. One-half CTT is ½ of the full CTT period.

(b) The Animal and Plant Health Inspection Service inspector in charge of honoring a request to furnish inspection, laboratory testing, quarantine or certification service, shall assign employees to such Sunday or holiday or overtime duty with due regard to the work program and availability of employees for duty.

(c) As used in this section—

(1) The term *private aircraft* means any civilian aircraft not being used to transport persons or property for compensation or hire, and

(2) The term *private vessel* means any civilian vessel not being used (i) to transport persons or property for compensation or hire, or (ii) in fishing operations or in processing of fish or fish products.

(d)(1) Any principal, or any person, firm, partnership, corporation, or other legal entity acting as an agent or broker by requesting Sunday, holiday, or overtime services of an Animal and Plant Health Inspection Service inspector on behalf of any other person, firm, partnership, corporation, or other legal entity (principal), and who has not previously requested such service from an Animal and Plant Health Inspection Service inspector, must pay the inspector before service is provided.

(2) Since the payment must be collected before service can be provided, the Animal and Plant Health Inspection Service inspector will estimate

the amount to be paid. Any difference between the inspector's estimate and the actual amount owed to the Animal and Plant Health Inspection Service will be resolved as soon as reasonably possible following the delivery of service, with the Animal and Plant Health Inspection Service either returning the difference to the agent, broker, or principal, or billing the agent, broker, or principal for the difference.

(3) The prepayment must be in some guaranteed form, such as money order, certified check, or cash. Prepayment in guaranteed form will continue until the Animal and Plant Health Inspection Service determines that the agent, broker, or principal has established an acceptable credit history.

(4) For security reasons, cash payments will be accepted only from 7 a.m. to 5 p.m., and only at a location designated by the Animal and Plant Health Inspection Service inspector.

(e)(1) Any principal, or any person, firm, partnership, corporation, or other legal entity requesting Sunday, holiday, or overtime services of an Animal and Plant Health Inspection Service inspector, and who has a debt to the Animal and Plant Health Inspection Service more than 60 days delinquent, must pay the inspector before service is provided.

(2) Since the payment must be collected before service can be provided, the Animal and Plant Health Inspection Service inspector will estimate the amount to be paid. Any difference between the inspector's estimate and the actual amount owed to the Animal and Plant Health Inspection Service will be resolved as soon as reasonably possible following the delivery of service, with the Animal and Plant Health Inspection Service either returning the difference to the agent, broker, or principal, or billing the agent, broker, or principal for the difference.

(3) The prepayment must be in some guaranteed form, such as money order, certified check, or cash. Prepayment in guaranteed form will continue until the debtor pays the delinquent debt.

(4) For security reasons, cash payments will be accepted only from 7 a.m. to 5 p.m., and only at a location designated by the Animal and Plant Health Inspection Service inspector.

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(f) Reimbursable Sunday, holiday, or overtime services will be denied to any principal, or any person, firm, partnership, corporation, or other legal entity who has a debt to the Animal and Plant Health Inspection Service more than 90 days delinquent. Services will be denied until the delinquent debt is paid.

(64 Stat. 561 (7 U.S.C. 2260) and sec. 15, Pub. L. 94-353 (49 U.S.C. 1741))

[49 FR 1173, Jan. 10, 1984, as amended at 49 FR 12186, Mar. 29, 1984; 49 FR 19441, May 8, 1984; 52 FR 16822, May 6, 1987; 53 FR 52975, Dec. 30, 1988; 54 FR 13506, Apr. 4, 1989; 55 FR 3198, Jan. 31, 1990; 55 FR 41059, Oct. 9, 1990; 56 FR 1082, Jan. 11, 1991; 58 FR 32434, June 10, 1993]

§ 354.2 Administrative instructions prescribing commuted traveltime.

Each period of overtime and holiday duty, as defined in § 354.1 shall, in addition, include a commuted traveltime period for the respective ports, stations, and areas in which employees are located. The prescribed commuted traveltime periods are set forth below:

COMMUTED TRAVELTIME ALLOWANCES
[In hours]

Location covered	Served from—	Metropolitan area	
		Within	Out-side
Alabama:			
Birmingham (including Birmingham Municipal Airport).	Alabaster .....	.....	2
Birmingham (including Birmingham Municipal Airport).	Pelham .....	.....	2
Chickasaw	Mobile .....	.....	2
Huntsville .....	.....	1	.....
Mobile .....	.....	2	.....
Montgomery .....	.....	1	.....
Undesignated ports .....	.....	.....	3
Alaska:			
Anchorage .....	.....	1	.....
Seward	Anchorage .....	.....	6
Undesignated ports .....	.....	.....	3
Arizona:			
Davis-Monthan AFB, Tucson.	Nogales .....	.....	4
Douglas .....	.....	1	.....
Douglas	Nogales .....	.....	6
Fort Huachuca Army Base, Sierra Vista.	Douglas or Nogales.	.....	3
Fort Huachuca Army Base, Sierra Vista.	Tucson .....	.....	4
Nogales .....	.....	2	.....
Phoenix .....	.....	2	.....
Phoenix	Nogales .....	.....	6
Phoenix	Tucson .....	.....	5
San Luis .....	.....	2	.....

COMMUTED TRAVELTIME ALLOWANCES—
Continued
[In hours]

Location covered	Served from—	Metropolitan area	
		Within	Out-side
Sasabe	Nogales .....	.....	4
Tucson .....	.....	1	.....
Tucson	Nogales .....	.....	3
Yuma International airport.	.....	1	.....
Undesignated ports .....	.....	.....	3
Arkansas:			
Dardanelle	Conway .....	.....	3
Dardanelle	Little Rock .....	.....	3
Eaker AFB	Blytheville .....	.....	1
Fort Smith	Conway .....	.....	5
Fort Smith	Little Rock .....	.....	6
Helena	Blytheville .....	.....	5
Helena	Little Rock .....	.....	5
Little Rock .....	.....	1	.....
Little Rock	Conway .....	.....	2
Little Rock AFB .....	.....	2	.....
Little Rock AFB	Conway .....	.....	2
Osceola	Blytheville .....	.....	2
Pine Bluff	Conway .....	.....	4
Pine Bluff	Little Rock	2	.....
Undesignated ports .....	.....	.....	3
West Memphis	Blytheville .....	.....	3
Bahamas:			
Nassau .....	.....	1	.....
Freeport .....	.....	1	.....
Bermuda:			
Ferry Reach .....	.....	1	.....
California:			
Andrade	Calexico .....	.....	2
Antioch	San Francisco ..	.....	4
Antioch	San Jose .....	.....	5
Benecia	San Jose .....	.....	4
Burbank	Los Angeles .....	.....	3
Calexico .....	.....	1	.....
Camp Pendleton, USMC, Oceanside.	San Diego .....	.....	3
Castle AFB	Merced .....	.....	1
Crockett	San Jose .....	.....	4
El Segundo	Los Angeles .....	.....	2
El Toro MCAS	Los Angeles .....	.....	3
Fairfield	Stockton .....	.....	4
George AFB	Los Angeles .....	.....	4
Hamilton AFB, Novato	Travis AFB .....	.....	3
Los Angeles (including San Pedro, Los Angeles Harbor, Los Angeles International Airport, Long Beach Harbor, and Long Beach Municipal Airport).	.....	2	.....
March AFB	Los Angeles .....	.....	4
March AFB	Ontario .....	.....	3
March AFB	Riverside .....	.....	1
Martinez	San Francisco ..	.....	3
Martinez	San Jose .....	.....	4
Mather Field AFB	Travis AFB .....	.....	3
Mather AFB	Stockton .....	.....	3
McClellan AFB	Stockton .....	.....	4
McClellan AFB	Travis AFB .....	.....	3
Moffett Field NAS, Sunnyside.	San Francisco ..	.....	3
Moffett Field NAS, Sunnyside.	San Jose	2	.....
Monterey	San Francisco ..	.....	6