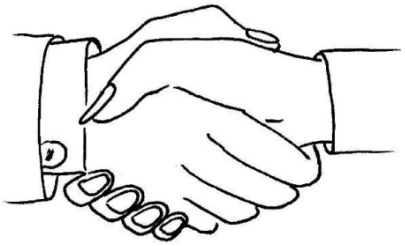
GREEN BOOK 4.0
(Collective Bargaining Agreement)



United States Department of
Agriculture, Animal and Plant Health
Inspection Service, Plant Protection
and Quarantine

National Association of Agriculture Employees

Effective date: August 21, 2024

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ARTICLE 1. GENERAL PROVISIONS

Section 1. Authority

This Agreement is entered into under the authority granted by Federal Service Labor- Management Relations Statute, Title VII of Public Law 95-454, hereinafter referred to as the Statute. This Agreement will be approved according to the regulations of the U.S. Department of Agriculture, hereinafter, referred to as USDA. Exclusive recognition was granted to the Federal Plant Quarantine Inspectors National Association by the Deputy Administrator, Plant Protection and Quarantine (PPQ) by the Agricultural Research Service (ARS) on February 19, 1963. Exclusive recognition was continued by letter from the Animal and Plant Health Inspection Service (APHIS), Plant Quarantine Division, ARS to the Plant Protection and Quarantine Programs of APHIS. By amendment of certification issued by the Federal Labor Relations Authority (FLRA) Washington, D.C., Regional Office on September 30, 1985, the Union changed its name to the National Association of Agriculture Employees (NAAE).

Section 2. Parties to and Purpose of the Agreement

This basic Agreement and any subordinate agreements as may be executed hereunder constitute a collective bargaining agreement by and between PPQ, APHIS, USDA, hereinafter referred to as the Employer, and the NAAE, hereinafter referred to as the Union. It is the intent and purpose of both Parties to foster employee-management cooperation, to promote and improve the efficient administration of PPQ, and to ensure the employees' participation in the development and application of policies, procedures, and other matters affecting their conditions of employment through consultation and negotiation when appropriate.

Section 3. Coverage

This Agreement applies to all professional and non-professional employees of PPQ except those excluded by statute or by the terms of the certifications of representation and clarification issued to the parties by the FLRA. This Agreement applies to all employees who come into coverage of the units through certifications, orders as they may be amended, modified, or superseded by subsequent certificate(s) of representation or clarification issued by FLRA.

This Agreement applies to all professional and non-professional employees of PPQ except those excluded by Statute or by the certifications of representation and clarification issued to the Parties by the FLRA. Those two certifications defining NAAE as the Exclusive Representative include the following:

A. Professional Certification WA-RP-21-0026 dated November 30, 2021:

Included: All professional permanent and term employees at the GS-12 grade level and below employed by the U.S. Department of Agriculture, Animal and Plant Health Inspection Service, Plant Protection and Quarantine.

Excluded: All nonprofessional employees, management officials, supervisors, and employees as described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

B. Nonprofessional Certification WA-RP-22-0065 dated March 22, 2023:

Included: All nonprofessional permanent and term employees employed by the U.S. Department of Agriculture, Animal and Plant Health Inspection Service, Plant Protection Quarantine.

Excluded: All professional employees, management officials, supervisors, employees in the General Schedule 300 and 500 series, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

ARTICLE 2. AUTHORITY AND RESPONSIBILITY

Section 1. Effect

Except as provided by law, in the administration of all matters covered by this Agreement, the Parties are governed by:

A. Existing or future laws;

B. Governmentwide rules or regulations in effect upon the effective date of the Agreement;

C. Governmentwide rules or regulations issued after the effective date of this Agreement not in conflict with this Agreement;

D. Governmentwide rules or regulations issued after the effective date of this Agreement when in conflict with this Agreement but only to the extent the conflicting rule or regulation implements 5 U.S.C. 2302; and

E. Department of Agriculture or Animal and Plant Health Inspection Service rules, regulations, and directives not in conflict with this Agreement.

Section 2. Reopener

A. Should a provision of this Agreement be nullified or otherwise affected by appropriate authority (i.e., by federal statute or Governmentwide rules or regulations implementing 5 U.S.C. 2302) after the effective date of this Agreement, either Party may reopen the specifically affected sections and all other provisions directly affected by those sections.

B. Should any other change in Governmentwide rules or regulations affect any provision(s) of this Collective Bargaining Agreement, the affected provision(s) may be re-opened by mutual agreement of the Parties.

Section 3. Exclusivity

This Agreement supersedes all agreements, contracts, and past practices in conflict with this Agreement, but only to the extent of such conflict. Local agreements, contracts, and past practices will remain in effect pending local review and/or negotiations. All then current local contracts will be locally reviewed. Reviews will be initiated within 60 days of the effective date of this Agreement. If either Party requests, the local contract will be renegotiated, with renegotiations initiated within 120 days after the effective date of this Agreement. By mutual consent, current local contracts may be renegotiated after the expiration of this 120-

day period. Upon completion, the local agreement will be forwarded to the Regional Union representative and the Regional Labor Relations Specialist for their review and approval.

ARTICLE 3. RECOGNIZED LEVELS OF AUTHORITY AND RESPONSIBILITY

Section 1. Policy

A. It will be the practice under this Agreement to settle each matter of business between the Parties at the point nearest its origin and at the level of the Employer with authority to deal with the issues. Matters will not be considered at higher levels unless there is evidence that efforts by the Parties to settle the matter at the lowest authoritative level are unsuccessful. The referral of unresolved grievances, disputes, and other matters to higher levels will be done in accordance with the applicable provisions set forth in this Agreement.

Section 2. Levels of Authority

The recognized levels of authority at which the Parties will conduct labor-management activities will normally be:

For the Employer	For the Union
1. Port Director/ OIC (if applicable), State Plant Health Director (if applicable), or designated representative	1. Branch President or designated Union Representative
2. State Plant Health Director (if applicable), or designated representative	2. To be designated by the NAAE, as applicable
3. Regional Director or designated Representative	3. Regional Vice President or designated Union Representative
4. Deputy Administrator or designated representative	4. National President or designated Union Representative

"Designated Union Representative" means any employee within the bargaining unit identified in writing or any other person so designated in writing to represent the Union. Customary and usual representational and other labor-management activities will be conducted at the levels as above. The Employer and the Union acknowledge there may be circumstances in which communications with other

organizational levels may be desirable.

Section 3. Election of Level

When a proposed change in working conditions impacts more than one work unit which is not covered by a single local, then the NAAE Regional Vice President will be the initial point of contact. If the proposed change impacts more than one Region, the NAAE National President will be the initial point of contact.

ARTICLE 4. DURATION AND TERMINATION

Section 1. Effective Date and Terms

A. This Agreement will remain in effect for four (4) years from the date of approval by Agency-Head review (effective date).

B. This Agreement will remain in effect for yearly periods thereafter unless either Party serves the other Party with a written notice for the purpose of renegotiating the Agreement, not more than one hundred and five (105) days and no less than sixty (60) days prior to the expiration date.

C. If neither Party serves timely notice to renegotiate this Agreement, the Agreement will automatically be renewed in increments of one (1) year on its approval date.

D. If either Party serves timely notice to renegotiate this Agreement, this Agreement will remain in effect for the duration of those renegotiations and until a successor agreement becomes effective.

Section 2. Reopener

A. Either Party will have the right to reopen portions of this Agreement if the Party produces evidence that parts of the Agreement are being abused, interfere with the efficient operation of the organization, or has materially affected conditions of employment. Documentation must include specific evidence of the change and the provisions of the Agreement involved. This reopener will be exercised by serving a written notice on the other Party of the provision(s) to be reopened.

B. This Agreement may be opened for amendment upon the written request of either Party if any of the Sections herein is nullified by changes in law, order, rulings, judicial decisions, or third-party decisions. Requests for such amendment(s) must include a summary of the amendments proposed and make reference to the appropriate order, law, or decision necessitating the amendment(s) requested. Only the Sections nullified by the appropriate order, law, or decision will be reopened and all those directly affected by the reopened sections.

C. Renegotiation of local overtime agreements will proceed in accordance with Article 30. Overtime and Premium Pay.

D. This Agreement may be reopened at any time by mutual agreement of the Parties.

E. The Green Book Appendix (Appendix A) may be reopened by request of either

Party to update the website references and/or contact information.

Section 3. Status Quo

Upon the termination of this Agreement, the Employer agrees that it will not modify existing personnel policies and practices or matters affecting working conditions contained herein until it has fulfilled its bargaining obligations under appropriate law or regulations.

ARTICLE 5. EMPLOYER RIGHTS AND OBLIGATIONS

Section 1. Statutory Rights

A. In accordance with the Civil Service Reform Act of 1978, the Employer retains the authority:

B. to determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and

C. in accordance with applicable laws:

1. To hire, assign, direct, layoff, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or to take other disciplinary action against such employees;

2. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Agency's operations will be conducted;

3. With respect to filling positions, to make selections for appointments from:

   a. Among properly ranked and certified candidates for promotion; or

   b. Any other appropriate source; and

4. To take whatever actions may be necessary to carry out the Agency mission during emergencies.

Section 2. Obligation to Inform

A. The Employer recognizes that the Union may have valuable insight into pre-decisional discussions concerning conditions of employment and may seek Union input with various pre-decisional activities. This does not constitute formal notification to or negotiation with the Union over changes to conditions of employment. The Union retains the right to request consultation in accordance with Article 14 Consultation.

B. The Employer agrees to notify the Union of any substantive change in conditions of employment proposed by the Employer. The notice will be clearly marked as "notice" and will be sufficiently specific for the Union to respond with changes clearly identified.

Section 3. Official Communication Between the Parties

A. When this Agreement requires one Party to provide a response, submission, or other action within a prescribed number of days from the date of a specified event, the computation of the time for that response, submission, or action will begin the next calendar day following the date of that event (i.e., day one will be the next day).

B. A response, submission, or notice will be deemed timely filed or served if:

1. postmarked on the due date when standard U.S. Postal Service or Registered Mail is used as the means of transmitting the response;

2. hand-delivered on the due date to the intended recipient or a representative of the recipient authorized to accept delivery;

3. tendered on the due date to a recognized expedited commercial or private delivery service (such as Express Mail, UPS, Federal Express, or DHL) for next-day or second-day delivery; or

4. sent by electronic mail (e-mail) or facsimile transmission on the due date.

C. If this Agreement requires the Party receiving the response, submission, or notice to respond or take other designated action within the Agreement's specified time frame, the computation of the date for making that response or taking that action will begin either:

1. If standard U.S. Postal Service or Registered Mail, then the day after receipt of the notice or response, or the presumption will be five (5) calendar days after the postmark date (seven (7) calendar days when transmitted to or from a location outside Continental United States (CONUS));

2. The next calendar day after delivery of the initial notice or response to the intended recipient or his/her representative by the commercial or private delivery service for next-day or second-day delivery; or,

3. The day after receipt of electronic mail (e-mail) or facsimile transmission.

D. If the last day upon which either Party must take action or provide notice or response to the other falls on a Saturday, Sunday, or federal holiday, then the Party obligated to take such action or provide such notice or response will have until the next regular federal workday within which to take that action or provide that notice or response.

Section 4. List of Employees

The Employer will provide the President of the Union at pay periods nine (9) and twenty-two (22) a current list of all bargaining unit employees arranged organizationally. Such a list will include name, grade, position, and location of each employee.

ARTICLE 6. EMPLOYEE RIGHTS

Section 1. Scope

Employees covered by this Agreement will 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 will be protected in the exercise of such right. Except as otherwise provided in the Civil Service Reform Act of 1978, such rights include the right:

A. 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

B. To engage in collective bargaining with respect to conditions of employment through the Union as provided by law.

Section 2. Prohibitions

Neither the Employer nor the Union will interfere with, restrain, coerce, or discriminate against an employee in the exercise of the rights assured by the provisions of this Article and this Agreement.

Section 3. Right to Union Representation

A. Each employee covered by this Agreement has the right to be represented by the Union, without discrimination and without regard to labor organization membership.

B. An employee covered by this Agreement will be given an opportunity to be represented by the Union at:

1. Any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general conditions of employment; or

2. Any examination of an employee in the unit by a representative of the Employer in connection with an investigation if:

    a. The employee reasonably believes the examination may result in disciplinary action against the employee, and

    b. The employee requests representation.

Section 4. Right Not to Join Union

Nothing in this Agreement will require an employee to become a member of the Union or to pay money to the Union except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deduction.

Section 5. Mutual Respect

The Parties recognize that employees and managers will conduct themselves in a professional and businesslike manner, characterized by mutual courtesy, in their day-to- day working relationships.

Section 6. Obligation to Obey Supervisory Orders

When an employee is ordered by a supervisor to perform any action which the employee believes to be a violation of law, the employee may do any or all of the following:

A. Give the supervisor a written statement expressing the employee's objection to the order;

B. Use the Office of Inspector General (OIG) hotline to report the alleged violation (information on the OIG hotline may be found in the Appendix A of this Agreement);

C. Verbally inform the supervisor of his/her concerns; and

D. Take such other action as may be permitted by law, including, under limited circumstances and subject to the caveat noted below, disobeying the order.

Any such action by the employee must not interfere with his/her carrying out any lawful order. Failure to carry out any order is risky, should be an avenue of last resort, and may result in disciplinary action. The supervisor will assume full responsibility for the decision, but not for the employee's execution of the order.

Section 7. Representation Rights

Nothing in this Agreement will be construed to preclude an employee from:

A. Being represented by an attorney or other representative, other than the exclusive representative, of the employee's own choosing in any dispute or appeal action; or

B. Exercising dispute or appellate rights established by law, rule, or

regulation.

Section 8. Conditional Right to Grieve

Any employee or group of employees may present grievances to the Employer under the negotiated grievance procedure set forth in Article 17 Grievance Procedure and have them adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement. However, the Union will be given an opportunity to attend and participate in any grievance-related meeting. The Employer will give the Union copies of all grievance replies in such cases. Employee grievances may not proceed to arbitration without the consent of the Union.

Section 9. Right to Disclose

An employee covered by this Agreement may, without fear of penalty or reprisal, engage in the disclosure of information which the employee reasonably believes evidences:

A. A violation of any law, rule, or regulation; or

B. Mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, if such disclosure is not specifically prohibited by law and if such information is not specifically required by Executive Order to be kept secret in the interest of national defense or the conduct of foreign affairs.

Section 10. Notice of a Complaint

A. The Employer will notify an employee of a written complaint received by management, if warranted. A “warranted complaint” for the purpose of requiring notice under this section is defined as a written statement, including any oral complaints reduced to writing by the Employer, by an identified complainant indicating dissatisfaction with an employee by reason of conduct, appearance, or carelessness or impropriety of an action taken by the employee.

B. The Employer will provide the notification as soon as practicable following the receipt of the complaint. Upon request, the Employer will furnish the employee with a copy of the complaint or, if the complaint involves more than one employee, that portion of the complaint related to the requesting employee. The Employer will furnish the employee a copy of a written response by management upon written request by the employee.

C. The Employer will afford the employee a reasonable period of time within which to prepare and furnish the Employer a response to the complaint. The Employer will consider the employee’s response before the Employer responds to the

complainant.

Section 11. Search Rights

When the Employer exercises its legal right to search an employee's possessions at the work site (e.g., desk, locker, etc.) in a non-criminal matter, the employee and his/her representative will be allowed to be present during the search. If the employee and the employee's representative are not present at the work site, the search will be delayed for a reasonable period until such time as they are both available unless such delay materially impedes the purpose for which the search is conducted.

Section 12. Gift Giving

A. Participation in the Combined Federal Campaign, United States Savings Bond Drives, Blood Donor Drives, and other worthy programs will be on a voluntary basis.

B. Contributions for gifts for supervisors, management officials, or fellow employees will be strictly voluntary.

ARTICLE 7. UNION RIGHTS

Section 1. Exclusive Representative

The Union is the exclusive representative of the employees in the unit and is entitled to act for, and represent the interests of, all employees in the unit without discrimination and without regard to labor organization membership.

Section 2. Presence at Formal Discussions

A. The Union will be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer 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.

B. The appropriate Union representative will receive reasonable advance notice of such formal discussions and advance copies or access to documents the Employer proposes to discuss unless such documents are protected by applicable laws, rules, and regulations. The appropriate Union representative to receive such notice and documents will be designated for the local by each Branch President or Regional Vice President.

C. At any formal discussion, the designated Union representative will be identified and has the right to ask questions, comment, speak, and make statements related to the subject matter addressed by the Employer at that discussion and will not seek to take charge of nor disrupt the discussion.

Section 3. Presence at Examinations

The Union will be given the opportunity to be present to represent an employee at any examination of an employee in the unit by a representative of the Employer in connection with an investigation if:

A. The employee reasonably believes that the examination may result in disciplinary action against the employee; and,

B. The employee requests Union representation.

Section 4. Presentation of Views

The Union will have the right to present its views, either orally or in writing, to the Employer on any matters of concern regarding personnel policies and practices and matters affecting working conditions.

Section 5. Representation in Statutory Appeals

The Union has no obligation to represent employees in statutory appeals (e.g., before outside agencies such as the Merit Systems Protection Board (adverse actions) or the Equal Employment Opportunity Commission (discrimination appeals)).

Section 6. Addressing New Employees

A. The Employer will give the Union representative of the local bargaining unit as much advance notice as possible of a new employee's first day of duty, name, position, and work location. The Union also will be notified of any employee employment orientation session and be allowed to participate. The Union representative will be provided a mutually agreed reasonable amount of time to address the new employees at their permanent duty stations as part of this employee employment orientation session. If a new employee will not be included in a group orientation, a Union representative will be afforded a mutually agreed reasonable period of time, within the new employee's first month of employment, to discuss representational matters with that new employee.

B. On prior arrangement with the Employer, this same type of meeting will be permitted at core training (previously referred to as Basic Agricultural Specialist Training).

Section 7. Right to Information (5 U.S.C. 7114(b) (4))

A. The Employer will promptly furnish the Union and any of its authorized representatives, upon written request, and to the extent not prohibited by law, all data the Employer normally maintains in the ordinary course of its business that:

1. Is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining, including, but not limited to, the investigation, preparation, filing, and prosecution of a grievance and unfair labor practice; and

2. Does not constitute guidance, advice, counsel, or training for management officials or supervisors relating to collective bargaining.

3. Details regarding the impact of the Union's written request for information pursuant to 5 U.S.C. 7114(b) (4) for the negotiated grievance procedure and/or negotiations are found under Article 17 Grievance Procedure and Article 23 Negotiation Provisions.

B. The Employer will furnish the Union representatives serving on all joint labor-management committees (whether national, regional, or local in scope), all information, studies, and other data made available to management members of such committees and councils that support or relate to all subjects assigned to the committees and councils for discussion or action. Both Parties recognize that information shared may be sensitive (e.g., governed by the Privacy Act) and that sensitive information will not be made available to the general bargaining unit.

Section 8. Management Team Meetings

Any issue presented at any management meeting at which the designated Union representative is present and meant to constitute or serve as notice to the Union will be clearly identified in writing as such notice.

ARTICLE 8. DUES WITHHOLDING

This Article is subject to and governed by 5 U.S.C. 7115 and by regulations issued by the Office Personnel Management (5 C.F.R. 550.301, 550.311, 550.312, 550.321, and 550.322) and by FLRA (5 C.F.R. 2429.19). Reference is also made to DPM 550 Subchapter 3 for procedural guidance.

Section 1. Objective

The ability of the Union to provide adequate representation is in large part dependent upon the dues structure of the Union. This Article establishes a mutually beneficial dues withholding arrangement.

Section 2. Employee Responsibility

A. Any eligible employee of the USDA who is included in the bargaining unit may make a voluntary allotment for the payment of dues to the Union.

B. To enroll as a dues paying member, the employee will obtain and complete an SF-1187, "Request for Payroll Deductions for Labor Organization Dues", and will mail (not FAX) the completed SF-1187 form, with an original ink signature, to the National Union President. The employee will complete the top portion, including home mailing address, the local branch number, and Part B of the form. Only the Social Security number will be entered in Block 2 of the form. Membership begins on the date the National Union President signs the form.

C. An employee may voluntarily revoke an allotment for the payment of dues by completing an SF-1188, "Cancellation of Payroll Deductions for Labor Organization Dues", mailing (not FAX) the completed SF-1188 form, with an original ink signature, to "Human Resources Division, APHIS (HRD), Attention: Processing" using one of the following procedures:

D. Employee Dues Revocation

Unless a governmentwide rule or regulation expressly provides otherwise (see Docket Number: 0-MC-33 concerning intervals at which Federal Employees may cancel voluntary dues withdrawals), such dues revocation requests shall be handled as follows:

1. Employee Member Longer Than One Year

   An employee who has been an NAAE member for more than one year may terminate his/her membership by giving written notice via a properly filled out Form SF-1188 with original ink signature to the APHIS Human Resources Division at any time thereafter. Such timely received dues

cancellations will become effective as soon as the Agency has completed processing that executed revocation form in accordance with the timeframe specified in Section 4, Subpart E (3) of this Article.

2. Employee Member Less Than One Year

   An employee who has been a member of NAAE for less than one year may terminate his/her membership during the first year by signed written notice via a properly filled out Form SF-1188 with original ink signature to the APHIS Human Resources Division at any time prior to the employee's first anniversary date of joining NAAE. Such timely received notices will become effective on the day prior to the employee's one-year anniversary date of joining. After the anniversary date, the employee will use provision 1 above.

Section 3. Union Responsibility

A. The National Union President or designee will, on each completed SF-1187 form, certify the employee is a member in good standing of the Union, insert the amount to be withheld and the NAAE code number (03 representing NAAE and four digits representing the local), and submit the completed SF-1187 to Marketing Regulatory Program Business Services (MRPBS) at the following address:

   USDA APHIS, HRD Processing
   Attn: Labor Organization Dues
   Marquette Plaza
   250 Marquette Avenue
   Minneapolis, MN 55401

   HRD Processing will certify the employee's eligibility for dues withholding and will process the deduction effective as of the first full pay period after receipt of the SF-1187.

B. If there is a change in the dues structure or amount, the authorized Union official will notify Human Resources Division (HRD). HRD will forward the certification to National Finance Center (NFC) promptly upon its receipt. The change will be effected at the beginning of the first full pay period after NFC receives the certification. Only one such change may be made in any one six-month period.

C. Disputes between MRPBS and NAAE regarding eligibility of an employee for dues withholding shall be referred to the Federal Labor Relations Authority (FLRA) for resolution. Dues withheld for an employee whose eligibility is in dispute shall be placed in an escrow account pending the Authority's determination.

Section 4. Management Responsibility

A. Deductions will be made each pay period by MRPBS and remittances will be made promptly each pay period to the National Office of the NAAE. MRPBS shall also promptly forward to NAAE a listing, in duplicate, of dues withheld. The listing shall be segregated by local and shall show the name of each member employee from whose pay dues were withheld, the amount withheld, the code of the employing agency, and the number of the local to which the employee belongs. Each local listing shall be summarized to show the number of members for whom dues were withheld, total amount withheld, and the amount to the local. Each listing will also include the name of each employee member for that local who previously made an allotment for whom no deduction was made that pay period, whether due to leave without pay or other cause. Such employees shall be designated with an appropriate explanatory term.

B. The amount of dues certified on the SF-1187 by the National Union President or designee shall be the amount of regular dues, exclusive of initiation fees, assessments, back dues, fines, and similar charges and fees. One standard amount for all employees or different amounts of dues for different employees may be specified. If there should be a change in the dues structure or amount, the authorized Union official shall notify MRPBS. If the change is the same for all members of the local, a blanket authorization may be used which includes only the NAAE code (03), the Local number, the name and last four digits of the Social Security number of each member. MRPBS shall promptly forward the certification to the NFC. The change shall be effected at the beginning of the first full pay period after the completion is received by the NFC. Only one such change may be made in any six-month period.

C. If dues withholding errors occur, they will be corrected in a timely fashion. Proper reimbursement will be made to affected parties (e.g., NAAE, employee).

D. All dues withholding processing concerns will be communicated to the National President or designee.

E. Dues allotment will be terminated:

    1. At the end of the pay period during which an employee member is separated, or permanently, or temporarily assigned to a position not included in the bargaining unit;

    2. At the end of the pay period during which MRPBS receives a notice from the National Union President that an employee member has ceased to be a member in good standing; or

    3. In accordance with Section 2, Employee Responsibilities, Subpart C

above, but not later than the beginning of the first full pay period following receipt of the employee's properly executed Form SF-1188, unless administrative circumstances beyond the reasonable control of the Employer prevent such prompt processing.

4. At the beginning of the first full pay period following receipt of notice that exclusive recognition has been withdrawn.

F. An employee who is temporarily promoted will have an automatic resumption of the dues withholding upon return to the bargaining unit.

ARTICLE 9. UNION REPRESENTATIVES

Section 1. Non-Interference

The Employer will not interfere with, restrain, coerce, or discriminate against any employee for exercising his/her right to be represented by the Union concerning any matter relating to the employment of the employee.

Section 2. Designation of Representatives

For the purposes of administering this Agreement and representing employees concerning any matter relating to their employment, the Union may officially designate Union officers and representatives as follows:

A. The local Union may designate representatives who are available for representational activities. In the absence of a designated representative, the manager may contact the Regional Vice-President or designee. Where there are no locals, the Union representative is the Regional Vice President or designee.

B. A local representative or regional/national Union officer may represent any employee within his/her jurisdiction concerning matters related to the employment of the employee.

C. In addition, the Employer will recognize the President of each existing NAAE Branch representing PPQ employees as authorized to represent the local Union in the administration of this Agreement locally and to represent employees within the President's respective work unit concerning any matter relating to the employment of an employee.

D. The Union will select all bargaining unit members participating on labor-management committees, councils, and panels.

E. On any committee dealing with working conditions, only Union designated representatives can express the views or represent the interests of bargaining unit employees.

Section 3. Notice to the Employer

A. The Union will provide the Employer with a current list of active Branches of the NAAE annually. Such list will include the Branch designation and the name of the Local President, and designee. The Union will maintain the list on as current a basis as reasonably possible. The Union also agrees to provide the Employer with a current list of the National Officers and Regional Vice-Presidents and their telephone numbers. The information supplied will be kept strictly

confidential and used only for purposes of official business with the Union.

B. The Union may change representatives at any time, but will provide written notice to the appropriate level of the Employer.

Section 4. Temporary Supervisory Positions

A. When the Employer determines that a detail or temporary promotion must be made to fill a supervisory position, the Union representative will be given only secondary consideration, unless he/she has volunteered, when there are other available candidates who are equally qualified to fill the position. If the Union representative is selected, he/she will be required to relinquish all Union responsibilities for the duration of the detail and/or temporary promotion.

B. This subsection will not prohibit a Union representative/officer serving as an acting supervisor for brief periods of time so long as no conflict of interest is created.

ARTICLE 10. FACILITIES AND SERVICES

UNION RESOURCES

Section 1. Office Space

A. The Employer will provide a separate, non-shared desk for each Executive Committee Member of the National Union. Space availability and budget considerations permitting, the Employer will provide a work area, or where possible a separate area or office, suitable to accommodate a reasonable office environment (e.g., desk, chair, table, computer, printer, file cabinet, and bookcase).

B. The Employer will provide, in work units that have 10 or more bargaining unit employees, local Union officers reasonable and adequate space consistent with local availability and budget considerations, and in accordance with Governmentwide rules and regulations on space management.

Section 2. Meeting Space

A. Upon reasonable advance request, the Employer will provide the Union meeting space in areas occupied by the Employer, if available, for meeting during non-duty hours. The Union will comply with all security, safety, and housekeeping rules in effect at that time and place.

B. The advance request should designate the date, time, duration, and general purpose of the meeting.

C. Upon reasonable advance request, the Employer will provide the Union private meeting space, if available, for official representational activities, during official hours of business in areas occupied by the Employer.

Section 3. Office Furniture, Equipment, and Services

A. The Employer will provide, at no cost, for the representatives listed in accordance with the provisions of Section 1 of this Article, minimum equipment needs for the workspace including but not limited to: desk, chair, extra table, and lockable filing cabinets consistent with internal security practices of the Employer.

B. For purposes stated in this section, upon request and approval in accordance with local policy, Union representatives may use or otherwise have access to, where reasonably available and when use does not interfere with daily program operations and accomplishment of program mission, Employer equipment and services to include: computers, photocopy equipment, telecommunication

equipment (including telephone lines, telephones, facsimile machines, audiovisual equipment, etc.) and future communications technologies. Such use will be for official representational purposes only.

Section 4. Communications

A. The Employer agrees to provide National, Regional, and Local Union Officers access to a government telephone or leased lines, where available, at their places of assignment to be used for discussion for Employer-Union business.

B. The Employer will provide the Union with one official bulletin board, for its exclusive use, per worksite occupied by employees. Any material placed on bulletin boards will be initialed by the local Employer prior to posting to assure compliance with this provision. The Union will ensure that any material it places on Employer-owned bulletin boards does not violate Governmentwide rules or regulations.

C. Any National or Regional Union Representative, upon reasonable advance notice, may visit non-work areas located on the Employer's premises to discuss appropriate Union business (representational activities) with bargaining unit employees during on-duty and non-duty hours, unless to do so will disrupt the accomplishment of the Agency's mission.

Section 5. Distributing This Agreement

A. An electronic copy of this Agreement will be posted on the APHIS Labor Relations' intranet website. The Agreement will be indexed (bookmarked) and in a searchable PDF format.

B. The Parties will encourage the use of the electronic version of this Agreement to avoid additional printing costs.

C. An electronic message will be sent to the "PPQ All Employees Group" with a link to the Agreement.

D. Newly hired employees will be provided a personal copy of the Agreement (electronic link with the opportunity to print a hard copy).

E. The Union will be provided 100 hard copies of this Agreement for distribution.

F. The Employer will arrange for and bear all expenses associated with the printing and distribution of this Agreement.

Section 6. Agreement Issues

A. The Parties may jointly provide PPQ employees with written materials outlining

the issues contained in the new Agreement and summarizing its principal provisions. The Employer will distribute this material to all PPQ employees.

B. The preferred method of presenting the Agreement would be through joint meetings with Local Presidents and their recognized level of management.

Section 7. General Information Needs

A. To be accurately informed and to expedite communication, the Employer will make a reasonable effort to keep employees updated (i.e., oral, hard copy, e-mail, internet, or other electronic means).

B. Upon written request, the Employer will provide the National President copies of all budget allocations and status of funds reports or equivalent regarding APHIS and PPQ. The Employer upon written request will also provide the National President with specific state and work unit budget information.

C. The Employer will make available an annually updated checklist of all APHIS/MRP administrative issuances dealing with conditions of employment and personnel matters and the administrative issuance website URLs. In addition, the Employer will furnish a copy of each draft APHIS/MRP administrative issuance which is distributed for comment.

Section 8. Union Officials Listing

The Employer will post on the APHIS Labor Relations website a link to the NAAE official website.

Section 9. Local Agreement

In the administration of this Article, no Local Union Branch will forfeit any rights, privileges, benefits, or access to facilities or services provided in any local collective bargaining agreement or MOU, whether negotiated prior or after this Agreement, unless specifically in conflict with this Article.

EMPLOYEE RESOURCES

Section 10. Physical Fitness

A. The Parties will work together in an effort to institute a health fitness program emphasizing the development of cardiovascular fitness, muscular strength flexibility, proper nutrition, weight control, and stress management.

B. In each local commuting area where 25 or more employees are

stationed, a joint labor management study group may be initiated by either party to determine employee interest and willingness to participate. Affected local Union branches will nominate two representatives on each study group. If sufficient interest is determined to exist, the group will explore options available to provide employees access to physical fitness centers. The group will explore such options as group discount rates at private facilities, use of public school facilities, etc.

C. Employee use of physical fitness facilities will take place on non-duty time.

D. The Parties agree to give particular attention to the above items at the time new space is requested and planned.

Section 11. Facilities

A. The Employer will make reasonable good faith efforts to:

1. Provide lockable lockers for uniformed employees to be located near their work areas and cause the General Services Administration and other authorities providing space to the Employer to furnish adequate locker space in new or replaced facilities furnished or constructed under its supervision. Personal security and privacy will be afforded all employees using or having access to such facilities, consistent with internal security practices of the Employer.

2. Ensure that adequate eating space, lounges/break rooms, drinking fountains, sanitary facilities, and vending machines are available at all permanent locations and new or replaced facilities under construction, which will be properly air conditioned and ventilated.

B. To the extent that the Parties have control over the configuration and content of break room and lunch facilities, configuration and provisioning of such rooms will be negotiated at the local level in conformance with this Agreement.

Section 12. Temperature Controls

The Employer will make reasonable efforts to ensure that temperatures within the office spaces are adjusted, where possible, to the allowable limits (i.e., up to 65 degrees Fahrenheit in winter and down to 78 degrees Fahrenheit in summer) in accordance with applicable law, or Governmentwide rule or regulation. Where temperatures consistently fail to

meet the allowable limits referred to above, the Employer will make reasonable efforts to have the situation corrected through the appropriate leasing authority or facility manager.

Section 13. Space Management

A. The Employer will notify the Union in advance when it determines to acquire new or modify existing space, as this decision may affect unit employee working conditions. The Employer will consider Union recommendations in making determinations related to space management and will provide the Union documents related to making this determination, including but not limited to space layout drawings and lease contracts.

B. The Union may raise space management concerns during the term of this Agreement. If the Union provides advance notice of a particular concern regarding space arrangements, the Employer will provide a briefing on lease arrangements impacting working conditions of unit employees related to the expressed concerns.

C. The Employer will promptly forward to the lessor substantiated complaints by employees alleging problems relating to space management outside the Employer's control.

D. Nothing in the above provisions will preclude the Union from negotiating, in accordance with law and the terms of this Agreement, the impact and implementation and substance of space leasing decisions or space management changes.

Section 14. Non-Government E-mail

A. In accordance with the 2014 Presidential and Federal Records Act Amendments, federal employees may not create or send a record (document, e-mail, text message, etc.) using a non-official account unless the employee either:

   1. Copies his/her official electronic messaging account in the original creation or transmission, or

   2. Forwards a complete copy of the record to his/her official electronic messaging account not later than twenty (20) calendar days after the original creation or transmission.

B. In accordance with existing Departmental policies, employees are discouraged from conducting official business using non-official or private electronic messaging accounts. Under the unusual

circumstances where an employee does use a non-official account to conduct official business, he/she must comply with the requirements in A above.

Section 15. Government Furnished Mobile Devices

A. Employees will be provided a copy of MRP Form 3052 or successor for signature prior to being provided a mobile device.

   1. Employees may request to consult a NAAE representative prior to signing the agreement.

B. Subject to the conditions set forth in this Article and MRP Form 3052 or successor, the Employer may use the GPS-enabled device to track the employee while on or off duty and may be used to support disciplinary and adverse action.

C. The employee will not be required to carry the government furnished mobile device during off-duty hours unless in on-call or stand-by status.

ARTICLE 11. OFFICIAL TIME

Section 1. General

A. As reflected in 5 U.S.C. 7101 (a), the Congress finds that—

1. Experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them—

   a. safeguards the public interest,

   b. contribute to the effective conduct of public business, and

   c. facilitates and encourages the amicable settlement of disputes between employees and their employers involving conditions of employment; and

2. The public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government.

Therefore, Congress finds that labor organizations and collective bargaining in the civil service are in the public interest.

B. The Parties fully recognize that—

1. all the employee representatives of the Union are voluntary and whatever official time is spent in the conduct of labor/management activities is spent as much in the interest of the Employer as that of the employees; and

2. the official time spent by the Union on the conduct of labor/management activities under the Statute contributes to the development of orderly and constructive labor-management relations.

3. There is a shared responsibility to ensure that official time is authorized and used appropriately to avoid misuse, grievances, and/or unfair labor practices.

C. The term “Official Time” allows employees serving in their capacity as Union representatives to perform certain representational functions without loss of

pay or charge to leave subject to supervisory approval based on mission needs and requirements of this contract.

Section 2. Representational Activities

In order to develop and maintain effective labor-management relations, the Employer agrees to grant official time as provided within this Agreement and consistent with 5 U.S.C. Chapter 71 to accomplish representational duties. Release of the designated Union representatives from their official duties for the purpose of Employee representation will enhance labor-management relations at all levels. Thus, official time will be authorized to designated Union officials to carry out representational activities as follows:

A. Meetings with the Employer concerning any personnel policies, practices, or other general conditions of employment or any other matter covered by 5 U.S.C. 7114(a)(2)(A);

B. Oral and/or written replies to notices of proposed disciplinary, adverse, or unacceptable performance actions;

C. Meetings to present appeals in connection with statutory or regulatory appeal procedures in which the Union is designated as the representative;

D. Examinations of bargaining unit employees by a representative of the Employer in connection with an investigation;

E. Presentation of grievances at related meetings and arbitration hearings, including interviewing and preparing witnesses;

F. Meetings of committees on which Union representatives have membership;

G. Conferring with employees with respect to any matters for which remedial relief may be sought pursuant to the terms of this Agreement;

H. Meeting with representatives of the Union in connection with a grievance, arbitration, or unfair labor practice (ULP) charge;

I. Participating in an FLRA, Federal Mediation and Conciliation Service (FMCS), and Federal Service Impasses Panel (FSIP) investigation, hearing, or other proceeding as a representative of the Union or bargaining unit employee;

J. Presentation of ULP charges, including meetings with those charged, in an effort to resolve or prevent the ULP charge;

K. Reviewing and responding to memoranda, letters, notices, requests and other proposals from the Employer which affect personnel policies, practices, or working conditions;

L. Preparing and maintaining records and reports required of the Union by 5 U.S.C. 7120(c); and

M. Contacting and meeting with members of Congress and their staffs to discuss legislative and related matters affecting the conditions of employment for employees.

Section 3. Representational Matters

For those employees serving on NAAE's Executive Committee, please see Article 12 for amount and procedures for the use of official time. For those employees of the agency not on the Executive Committee, the procedures below will be utilized for release from agency business to participating in representational matters.

Section 4. Employee/Union Travel and Per Diem Reimbursement

A. The Employer will reimburse travel and per diem expenses for Union representatives attending on official time the meetings and other activities referenced in Section 2 (excluding G, H, K, L, and M) and Section 3 of this Article in which the Employer is an active participant and when both Parties are directed to participate in a specified third party proceeding (FSIP mediation-arbitration). The reimbursement obligations for participation in negotiations covered by Article 17 are set forth in Section 5 below.

B. The Employer will also reimburse travel and per diem expenses of employees and Union representatives, necessarily incurred to attend joint activities with the Employer, excluding the Union's convention (see Article 14 Consultation), in accordance with applicable Governmentwide regulations.

C. Management will reimburse employees' travel and per diem to attend on official time the meetings, hearings, and other activities set forth in Section 3 of this Article when they are reasonable, necessary, and in the public's interests, to the extent the employees are:

1. The subject of or involved in a formal discussion or an examination covered by 5 U.S.C. 7114(a)(2);

2. The Employer has requested the employee to attend; or

3. The employee is required to attend by rule, law, or regulation.

D. The Union will give reasonable consideration to the most cost-effective means for participation in meetings.

Section 5. Representation at Negotiations

A. Consistent with Article 23 Negotiation Provisions, Section 4 (A)(12)(b), for local negotiations, if the Employer elects to have negotiators from outside the duty location where negotiations are to take place, the Union will be entitled to have an equal number of negotiators from outside the duty location. The Employer will pay the travel costs pursuant to an approved travel authorization for such Union Representatives and the lodging costs in accordance with the Federal Travel Regulations. The Union will pay for the meals and incidental expenses of its outside negotiators. The Employer will inform the Union of the identity of outside negotiators it intends to bring to the local negotiating table at least 10 days in advance of the first negotiating session.

B. Consistent with Article 23 Negotiation Provisions, Section 5(A)(16), for national negotiations, except renegotiation of this Agreement and mid-term bargaining initiated by the Union, the Employer will reimburse airfare and lodging expenses for travel outside the commuting area for all bargaining unit members of Union negotiating and backroom support teams up to the number equal to the number of Employer negotiating and backroom support team members, respectively. The Union will pay its own M&IE expenses unless otherwise agreed. For travel within the commuting area, including for local negotiations, reimbursement will be made for mileage expenses payable at the current rate as published by General Services Administration (GSA) consistent with Governmentwide regulations.

C. Consistent with Article 23 Negotiation Provisions, Section 5(A)(16), for Regional negotiations, the Employer will reimburse airfare and lodging expenses for all bargaining unit members of Union negotiating and backroom support teams for travel outside the commuting area. The Union will pay its own M&IE expenses unless otherwise agreed.

Section 6. Training

A. Employees and representatives of the Union may receive official time to attend training sessions sponsored by the Union or, subject to prior Employer approval, by another labor organization and designed primarily to advise employees or representatives on matters within the scope of Civil Service Reform Act (CSRA) and Title 5, Chapter 71, to instruct in the understanding, maintenance, and implementation of this Agreement, or to further the interest of government by bettering the labor-management relationship.

B. Reasonable related expenses for travel and per diem will be granted to employees and Union representatives for training in labor-relations issues

sponsored/offered by a government agency, subject to advance notice to and approval by the Employer, which approval may not be unreasonably denied.

Section 7. Executive Committee Meetings

A. When Official time is requested by employees to attend Executive Committee meetings involving labor relations activities, excluding internal Union business (for which official time may not be granted under Statute), an agenda will be provided in advance to the Employer upon request.

B. If one or more days of the Executive Committee meeting are with a management representative, the Employer will pay all per diem costs of Executive Committee members and those other designated employee representatives assisting the Executive Committee and covered by Article 12 in attendance for the day(s) of the meeting with management.

Section 8. Effect on Performance Appraisals

Absences for and the conduct of representational activities on official time will not reflect adversely on the performance appraisals of any Union representative. Performance appraisal of such employees will be based solely on their performance of assigned work measured against the elements of their Performance Plan. In the absence of sufficient work for direct evaluation, the evaluation period will be extended until the minimum rating period has been met and the employee can be evaluated. The last official rating of record will be the official rating until the minimum rating period has been completed and the new rating of record is completed.

Section 9. Accountability

Any employee will enter on their T&As the correct codes related to labor relations for any official time used for any activity as described in this Agreement. Employees will be responsible to complete this entry timely.

The parties should be mindful that T&A transaction accounting codes are separate and distinct from time codes. Local official time should be charged to the respective local accounting code. National Executive Committee official time should be charged to the unique accounting code set aside.

Official time used is to be recorded on the Union designated representative's biweekly time sheet using the following codes:

35 Regular time - Basic, Renegotiation, or Open Negotiations
36 Regular time - Mid-term Negotiations
37 Regular time - Ongoing Labor-Management Relations and impromptu telephone calls
38 Regular time - Grievances and Appeals

Section 10. Scheduling Adjustments

A. To the extent consistent with staffing needs and accomplishment of the mission, the Employer will make reasonable shift and work-assignment adjustments for any Union representatives, so they may attend labor-management meetings and participate in those activities listed in Sections 2-9 above during their duty hours without imposing hardship upon other employees charged with carrying out their assigned duties and to accomplish the mission.

B. The Union representatives' performance of representational activities on official time will not preclude those representatives from participating in local overtime so long as the work being performed on overtime is time spent by an employee performing an activity for the benefit of the agency and under the control or direction of the agency and not representational business.

Section 11. Procedures for Local Officers and Employees to Obtain Official Time

Local Officers and employees wishing to be released from their official Agency duties (official government business) to enter into official time (for representational duties) must do so in accordance with the following procedures:

A. To best allow Management to best forecast and assign work, each Union representative will normally be required to submit a request for official time twenty-four (24) hours in advance, except in circumstances where such advanced notice is not possible. Request criteria specified in this Section shall be submitted to the respective supervisor and appropriate Time Code submitted in the Agency's Time & Attendance system.

B. The completed request shall specify:

1. General nature of the representational task(s) that will be undertaken;

2. The number of hours to be used;

3. Where and when the official time will be used;

4. What the official time code will be;

5. A telephone number and email address where the employee can be reached.

C. Requests that do not contain the information as indicated in Section B above may result in Management delaying or denying the request.

D. Authorization for official time must be obtained in advance from an authorized official. Management may approve requests for additional time where a legitimate need is demonstrated. Management will respond to official time requests within a reasonable amount of time, normally before the end of the day. The employee will immediately inform the supervisor when he/she returns to duty.

E. In the event that a request for official time is denied, in whole or in part, the authorizing official will provide written justification stating the reason for the denial. In the event of denial or delay, Management will attempt to reschedule the representational activity or modify the representational deadline.

ARTICLE 12. EXECUTIVE COMMITTEE BANK TIME

Section 1. General

This Article establishes a "bank" of official time for NAAE Executive Committee members and national union representatives and outlines the procedures concerning its use.

The staff year provision of this Article may be reopened by either Party if:

A. a third-party decision requires the parties to re-evaluate the scope of official time, or

B. there is an increase or decrease of more than 200 bargaining unit positions. (the bargaining unit complement is the number of bargaining unit employees as of September 26, 2011.)

Section 2. Provisions

The provisions for administering the Executive Committee's bank of official time are as follows:

A. The NAAE Executive Committee is provided with up to 4.0 staff-years official time ("bank time") on an annual basis for allocation among the respective committee members. The allocation of the staff-years is determined by the Committee and is communicated to the Employer as needed when changes occur. No representative may be allocated more than 50% of a staff-year from the bank. The Employer will promptly communicate the allocation scheme to affected managers, who will then be responsible for making appropriate adjustments to accommodate the bank time allocation.

B. The "bank" of 4.0 staff-years is for general union representational work at the national, regional, and local levels when conducted at each representative's home port. This "bank time" will also be used in conjunction with official time approved in accordance with this Agreement for representational work at or away from the representative's home port, including but not limited to travel if necessary and attendance at management meetings, Executive Committee Quarterly meetings, 3rd-party proceedings, arbitration hearings, and the Union's Convention. Additional grants of official time beyond the staff-year bank ("bank time") for preparation and participation in negotiation activities through to completion will be made in accordance with applicable negotiated ground rules and federal law.

C. The local Employer-designee, in consultation with the representative, will develop a schedule assigning blocks of hours during the representative's tour of duty, normally to be dedicated for representational activities. If the local parties cannot reach concurrence on the schedule, a decision will be made by the Deputy Administrator or his designee. The schedule will be set within 30 calendar days of the date the allocation was made and may be revised based on operational needs. Normally the representative's official time allocation will be reflected on a weekly or pay period basis and scheduled in such a way so as not to diminish the scope of the representational activity. The schedule may be designed to accommodate fluctuating port workload requirements. To the maximum extent possible, the representative's tour of duty will be during daytime business hours. For example, a block of time (e.g., Mondays, Wednesdays, and Fridays between 12:30 p.m. and 4:30 p.m.) could be designated as timeframes when the designated representative can utilize his/her bank time. Management reserves the right to make appropriate changes if the mission/program warrants. Management will provide advance notice of such change(s) to the representative including reasons why the changes are necessary.

D. The NAAE President or designee may also identify an allocation as part of the 4.0 staff-years to be used for non-Executive Committee union representatives to participate either in person or telephonically in Executive Committee meetings.

E. The Parties agree that exceptions to the 50% cap on official time will be addressed on a case-by-case basis and by mutual agreement of the Parties.

F. The Union may make temporary time allocation changes to utilize unused representative "bank time" due to extended leave of absences of 3 days or longer. A temporary reallocation cannot be assigned to any executive committee representative so as to exceed the 50% staff year limitation. To reallocate the "bank time," the NAAE President or designee will submit notice of the allocation change to the Labor Relations Office for local notification to the designated representative's unit supervisor, at least one full pay period in advance of the beginning of the extended leave.

G. The Labor Relations Office will provide an answer to the Union's National President/designee within one week of a request for an allocation of "bank time". Granting of any allocation is conditional on operational working conditions. If there is a problem with granting the request, the Labor Relations Office will inform the Union's National President/designee of the nature of the problem and will promptly attempt to work with the Union to arrive at a mutually agreeable solution. The Union reserves its right to seek third-party resolution.

H. Official time will not be used for internal Union business as defined in 5 U.S.C. 7131(b), including the solicitation of membership, elections of labor officials, and collection of dues.

I. Unless otherwise instructed by management, each Representative will code his/her approved official time under the appropriate transaction codes (35, 36, 37, or 38) and will charge the time to his/her official duty station's accounting code. Leave will not be charged against the official time allocation.

J. While a representative has an official time bank allocation under this agreement, his/her ability to participate in overtime will be in accordance with the negotiated procedure(s) at the local level.

K. This Article will not prohibit a Union Representative from serving as an acting supervisor for brief periods of time, as long as there is no conflict of interest. Any Union representative serving as acting supervisor will be considered to be outside the bargaining unit but only for the period of time during which the employee is an "acting supervisor".

ARTICLE 13. ECONOMY AND EFFICIENCY

Section 1. Policy

The Employer and the Union will cooperate in the conservation of resources of both Parties and in the effective utilization of the workforce.

Section 2. Notice to the Employer

A. The Union will inform the Employer at the appropriate level of authority of any situation of which it is aware where greater efficiency in operations may be achieved. The Employer will give all formal Union suggestions due consideration and a formal reply. The Parties agree to consider suggestions, at the appropriate level, that would be of benefit to the Employer and Union and result in improved work and work life quality in PPQ.

B. Nothing in this Article will preclude the Employer from exercising its rights (e.g., to discuss, propose and/or negotiate, as appropriate), or the Union from exercising its rights (e.g., to submit proposals, complaints, or topics in response to which the Employer is obligated by law or this Agreement to negotiate, consult, resolve, or otherwise take action).

Section 3. Recycled Materials

The Employer and the Union recognize the value of promoting the use of recycled materials and the value of recycling in the workplace when reasonable options and opportunities are available. In the event employees either arrange to recycle waste materials generated in the course of work (e.g., office paper) for which the Employer has made no arrangements, and therefore would otherwise be discarded, or generate material themselves (e.g., aluminum cans), any resulting proceeds will be used in a manner determined by those participating in the recycling program, consistent with applicable laws.

ARTICLE 14. CONSULTATION

Section 1. Definition

For purposes of this Article, “consultation” will mean a verbal discussion or written communication between representatives of labor and management for the purpose of exchanging views on matters of concern to the bargaining unit and the Employer. Nothing in this Article will be construed as a waiver of, or a limitation upon, the Union’s bargaining rights.

Section 2. Latitude and Method for Consultation

A. The appropriate management official of the Employer will consult with the appropriate officials of the Union on those matters of concern to the bargaining unit and Employer. Consultation will also occur on all so-called “permissive areas” of bargaining.

B. The Employer will consider the views and recommendations of the Union before taking final action on any matter with respect to which the views and recommendations are presented.

C. Requests for consultation will be communicated between the Parties either orally or in writing.

D. Consultation between the Parties will be conducted verbally or, if mutually agreeable, in writing. Upon the Union’s request for written consultation, the Employer will transmit the agenda in issue format to the appropriate Union official. A mutually agreeable amount of official time will be granted to the Union representative to respond to all agenda items.

E. The Employer will respond, normally in writing, to the Union on any matter left open after consultation or upon which the Employer has promised to answer.

F. Nothing in this Article will preclude the parties from mutually agreeing to not conduct a consultation (i.e., meeting less than contractually agreed to).

Section 3. Consultation at the National Level

A. Consultation meetings at the National level will be held two (2) times annually, or more often if mutually agreed to by both Parties. The Union will be permitted to have two (2) representatives present at such meetings on official time. A reasonable amount of official time will be granted to the Union representatives to prepare for consultation. Travel and per diem will be paid by the Employer for the two representatives in accordance with applicable law, rule, and regulation (i.e., the Federal Travel Regulations).

B. During the Union's convention at which the Deputy Administrator or designee is in attendance, official time will be granted to attendees who participate in a consultation meeting at the convention. Travel and per diem expenses for Union Representatives will not be paid by the Employer.

Section 4. Consultation at the Regional Level

Consultation meetings at the Regional level will be held semiannually or more often if mutually agreed to by both parties. The meetings may be held in conjunction with management meetings or held separately. Such meetings will be held at a location determined by the Employer, and be conducted on official time. A reasonable amount of official time will be granted to the Union representative to prepare for consultation. Travel and per diem will be paid by the Employer for the representative in accordance with applicable law, rule, and regulation.

Section 5. Consultation at the Local Level

Consultation at the local level will be held at least quarterly and may be initiated by either party. Meetings may be held in conjunction with other management meetings, local Partnership council meetings, or held separately. Such meetings will be held at a location determined by the Employer and be conducted on official time. A reasonable amount of official time will be granted to the Union representative to prepare for consultation. Any allowable local travel costs will be paid by the Employer.

Section 6. Consultation at Other Levels

Consultation(s) may be held with other levels of the organization at the option of that management official (e.g., State Plant Health Director). Meetings may be held in conjunction with other management meetings or held separately. Such meetings will be held at a location determined by the Employer and be conducted on official time. A reasonable amount of official time will be granted to the Union representative to prepare for consultation. As appropriate, travel and per diem will be paid by the Employer for the representative in accordance with applicable law, rule, and regulation.

ARTICLE 15. LABOR-MANAGEMENT (LM) COLLABORATION

Section 1. General

The Employer and the Union recognize that collaborations and partnerships vary by organization, but all have one essential characteristic -- a changed labor-management relationship. As this relationship matures, collaborative problem-solving becomes the preferred method of resolving workplace issues. A new culture of successful labor-management collaboration is characterized by:

A. An environment that respects and values all employees;

B. A willingness to share power;

C. A high level of trust built on both Parties' demonstrated willingness to work in a good faith toward the goal of sharing power and toward resolving mutual issues;

D. Mutual respect for the point of view and perspective on the issues of each party;

E. Open and candid sharing of information;

F. Operating norms that promote and ensure productive discussion of the issues;

G. Joint decision-making and agreement reached through consensus;

H. Cooperation even though some may disagree on specific issues;

I. Jointly designing ways to test and resolve disagreements;

J. Focusing on interests and common ground to jointly build solutions; and

K. Problems identified and solved jointly to better serve customers and achieve the mission of the Employer.

Section 2. Labor Management Forums (LMF)

A. The Parties recognize that the convening of and agenda for a LMF are informal adjuncts to and not substitutes for the negotiation process.

B. The establishment of a LMF may be done if both Parties mutually agree.

C. Each LMF will have the following provisions as operating norms, as well as any governing provisions in supplemental agreements:

1. The Union does not give up any of its rights under the Statute;

2. The presentation of issues to the LMF does not constitute official notice to the Union as defined by 5 U.S.C., Chapter 71, and this Agreement;

3. The Parties will make decisions by consensus;

4. Discussions before the LMF will not be used in third-party proceedings;

5. The LMF will normally have equal number of members from both the Employer and the Union.

ARTICLE 16. NOTICE TO EMPLOYEES

Section 1. Written Notice to the Union

When the Employer presents written notice to an employee for any of the appealable actions listed below, the Employer will provide the employee with two copies of the notice, one of which states, "THIS COPY MAY AT YOUR OPTION BE FURNISHED TO YOUR NAAE REPRESENTATIVE."

A. A reduction in force;

B. Leave restriction;

C. Denial of a within-grade salary increase;

D. A fitness for duty examination;

E. Reassignment or transfer;

F. An adverse action; or

G. A disciplinary action.

Section 2. Changes in Personnel Practices

A. The Employer will send copies of changes in personnel practices and policies ripe for implementation electronically to each employee and then placed on an electronic bulletin board for a period of 12 months from date of notification to employees. The changes will also be provided by Labor Relations to the Union President. See Article 23 Negotiation Provisions, Section 3.

B. All employees, including employees primarily performing field work, will be given reasonable time to access Employer provided electronic information.

Section 3. Notice of Representation

The Employer will notify all new employees that the Union is the exclusive representative of the employees in the unit.

Section 4. Information with the National Contract

The Employer will distribute to each new employee, at the time of his/her orientation, a copy of this Agreement. A link to the Labor Relations website will be maintained in the new employee orientation package. The following will be provided by the Union: a copy of the current Federal Service Labor-Management

Relations Statute (FSLMRS) as set forth in the CSRA, basic information such as descriptive material about the Union, and lists of Union officers and their phone numbers. None of the information furnished by the Union will contain derogatory information, allegations, or remarks concerning the Employer. The Union will provide this information to the Employer, at no expense to the Employer, to no more than five (5) locations designated by the Employer.

Section 5. Time and Attendance

A. Employees may be exempted from using the electronic time and attendance system, WebTA or successor, if computer access is not available at work.

B. Upon written request, employees may receive temporary exemptions from using the electronic time and attendance system. Reasons may include work areas with multi use computer stations used by six or more employees, field employees, or any other reason deemed appropriate by the Employer.

C. The Employer may choose to exempt employees if it is determined that having the employee enter his/her own work hours would adversely affect the mission/ efficiency of the Service.

Section 6. Payroll Statement

A. The Employer will continue to provide each employee a biweekly copy of the payroll statement showing pay, deductions, and leave status together with the total cumulative yearly earnings and total cumulative deductions in each category. The statement may be provided electronically or as a hard copy as appropriate.

B. If payroll statements are provided electronically, employees will be permitted to use Agency computers and printers while on regular duty to access these statements once a pay period.

C. Employees may request a waiver to only receiving an electronic payroll statement in accordance with 4501 B of the Human Resources Desk Guide or successor. In addition, employees may request a waiver for any other reason that is deemed a hardship by the Employer.

    1. Requests for a waiver should be submitted to the employee's supervisor on MRP form 350 or successor.

D. Employees who currently receive paper statements will continue to receive paper statements.

E. For more information on the earnings and leave statement, refer to the Appendix A of this Agreement.

Section 7. Workers' Compensation

The Employer will make available on each region's Safety and Health website copies of the CA-550, CA-1, and information on how to obtain a CA-16. The Employer will promptly provide the appropriate Office of Workers Compensation Programs (OWCP) forms to an employee reporting an occupational illness or disease. The Employer will provide reasonable assistance in the completion of the required form(s) and will review the form(s) for completion prior to submitting the completed form(s) to OWCP within the required time frames. When a medical emergency arises, the Employer will take appropriate action.

Section 8. Code of Conduct

The Employer will periodically direct the attention of all employees to the Code of Conduct and Employee Responsibilities, and their responsibilities there under, through orientation sessions, performance appraisal reviews, and formal and informal discussions. The Employer will not present conduct-related information in a threatening or intimidating manner.

Section 9. Strikes

The Union recognizes that it does not have the right to strike against the Government of the United States of America and will not willingly participate in or encourage any illegal strike, work stoppage, or slowdown. The Union will assist the Employer in preventing and/or stopping employees from participating and/or supporting any illegal strike, work stoppage, work slowdown, or picket. The Employer recognizes its obligation to ensure the safety and welfare of all employees and will take appropriate action prior to requiring employees to cross picket lines in the performance of their duties.

Section 10. Privacy Act

Privacy Act requirements will be met when information is collected from employees.

ARTICLE 17. GRIEVANCE PROCEDURE

Section 1. Scope

A. The purpose of this Article is to provide a prompt and orderly method for the processing and disposition of grievances which may arise during the term of this Agreement.

B. Except as set forth in Section 4 below, the procedures set forth in this Article will be the exclusive procedures available to bargaining unit employees and the Parties for resolving grievances which fall within its coverage.

Section 2. Policy

A. The Employer and the Union recognize and endorse the importance of addressing grievances promptly. As grievances are likely to arise in any work situation, the initiation of a grievance in good faith will not be cause for resentment on the part of the supervisors or for questioning an employee's desirability or loyalty to the Agency.

B. The Parties to this Agreement endorse the concept that concerns and dissatisfactions, which might develop into grievances, should be resolved at the lowest administrative level and on an informal basis where possible. Therefore, the Union designated representatives and representatives of the Employer are encouraged to meet as necessary to discuss and attempt resolution of matters or problems of concern to either Party, but not limited to employee concerns or dissatisfactions.

C. Grievances initiated by the Union that are national in scope will be served on the Labor Relations Branch Chief. Requests for reasonable extensions of time to respond to grievances will be granted.

D. Grievances will be assigned to an Employer representative with the authority to deal with the issue.

E. The Employer recognizes the importance of addressing and solving the grievances within the workplace, even when a grievant misses a time frame that the Employer claims precludes further processing of the grievance. The Employer may take steps necessary to address the negative working conditions alleged in the grievance.

F. Grievants, Union representatives, and other employees involved in a grievance will be assured freedom from restraint, interference, coercion, discrimination, intimidation, or reprisal.

Section 3. Definition

For the purpose of this Article, grievance means any complaint:

A. By any employee in the bargaining unit concerning any matter relating to the employment of the employee;

B. By the Union concerning any matter relating to the employment of any employee within the bargaining unit; or

C. By any bargaining unit employee, the Union, or the Employer concerning:

1. The effect or interpretation, or a claim of breach, of this Agreement; or,

2. Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 4. Exclusions

A. The following matters are specifically excluded from the coverage of this Article:

1. Any claimed violation of Subchapter III of Title 5 of the United States Code (relating to prohibited political activities);

2. Retirement, life insurance, or health insurance;

3. A suspension or removal under Section 7532 of Title 5 of the United States Code (in the interest of national security);

4. The classification of any position which does not result in the reduction in grade or pay of any employee;

5. Any examination, certification, or appointment;

6. Any termination of benefits payable under Chapter 53, Subchapter VI of Title 5 of the United States Code (relating to grade and pay retention in certain reduction in grade actions);

7. Non-selection to a position filled pursuant to Article 46 Voluntary Transfers;

8. Termination of a probationary employee during the probationary period, except as permitted by law;

9. Non-selection for noncompetitive and competitive promotion from a group of properly ranked and certified candidates, except to the extent the grievance challenges the process or procedures used resulting in the non-selection, including but not limited to disparate treatment, pre-selection, prohibited discrimination, or improper panel make-up;

10. Notices of proposed actions which, if effected, would be covered under this procedure; and,

11. Granting, or failure to grant, the amount of a performance award, quality step increase, or other kinds of honorary or discretionary awards, except to the extent the grievance challenges the process or procedure used.

B. The following matters are excluded from the coverage of this Article when an affected employee, at his/her option, elects to use a statutory appeals procedure:

1. A formal complaint of discrimination filed pursuant to 29 C.F.R., Part 1614 and filed before a grievance filed pursuant to this Agreement;

2. Any action taken under Reduction-In-Force (RIF) procedures appealable to the Merit Systems Protection Board (MSPB);

3. An alleged prohibited personnel practice, including, but not limited to a prohibited personnel practice under Section 2302(b)(1) of Title 5 of the United States Code (relating to equal employment opportunity violations); and

4. Matters covered by Sections 4303 and 7512 of Title 5 of the United States Code (relating to reduction in grade or removal of an employee for unacceptable performance and adverse actions taken for cause).

Section 5. Initiation

A. Grievances under this Article may be initiated by bargaining unit employees either singly or jointly. The Union may initiate grievances in accordance with Sections 3(B) and 3(C) above. The Employer may initiate grievances in accordance with Section 3(C) above.

B. The grievant, and/or Union Representative, if any, will be entitled to a reasonable amount of official time, taking into account workload considerations to prepare (e.g., gather facts and information, etc.), consult with a Union Representative, and present the grievance under this procedure.

Section 6. Consolidation

When two (2) or more employees file individual grievances involving the same or similar facts, events, and the same or similar issues arising out of the same incident, the grievances will, to the extent permitted by law, be promptly consolidated for processing together through the grievance and arbitration procedure.

Section 7. Content

A. A grievance will be discussed informally between the grievant and the first line supervisor either orally or in writing. In presenting the informal grievance, the grievant will make clear that the matter is a grievance, the subject of the grievance, and the specific relief sought. If it is apparent that the supervisor is unable to resolve the grievance or does not have the authority to resolve the grievance, then the grievant should be so informed immediately. In all other cases, the recipient of the informal grievance will render a clearly identified decision to the grievant within ten (10) calendar days of receipt of said grievance. The grievance must be appealed formally within fourteen (14) calendar days of receipt of the informal decision or fourteen (14) calendar days from the date the informal decision was due, whichever is shorter. All deadlines fixed in this section may be extended by mutual consent of the grievant's representative, or the grievant if unrepresented, and the Employer.

B. All formal grievances under this Article will be filed in writing with the aggrieved employee's servicing Labor Relations Specialist (LRS) or designee at the Program Regional Office. The grievance will be signed by the aggrieved employee(s) and/or the Union Representative.

C. The written grievance will contain the following:

1. The name of the management official(s) or others alleged to have committed the action grieved, including position title, grade, and organizational unit, if known;

2. To the extent reasonably possible and if known, reference to the specific Article(s) and Section(s) of this Agreement, or subordinate agreements, or to the law, rule, or regulation alleged to have been violated, or to the employment condition in dispute;

3. Statement of the circumstances giving rise to the grievance including the date, if applicable, of the alleged violation;

4. Name, position title, grade, and organizational unit of the grievant(s) with address(es) and work telephone number(s) for communication;

5. Date and name of supervisor to whom the informal grievance was submitted;

6. Date grievance is submitted to the employee's servicing LRS or designee;

7. Name of Union Representative (if any); and

8. General and specific relief and corrective action desired. Grievances also containing the language, "any other remedies that may be appropriate in accordance with law and regulation" or words of similar meaning, are legally sufficient to identify the remedy requested when coupled with an expression of specific relief and corrective action desired.

Section 8. Representational Rights

A. An employee will have the right to be represented and advised by a Union Representative, designated by the Union, during the processing of any grievance filed under this Article. An employee will also have the right to be accompanied by a Union Representative, designated by the Union, at any formal meetings which the employee may attend during the processing of the grievance.

B. An employee or group of employees will have the right to file grievances under this Article without representation by the Union. If the Employer elects to adjust, resolve, or remedy the grievance of the non-represented employee(s), the Employer will give the Union an advance written copy of the grievance and grievance answer, notice of the adjustment and an opportunity to bargain to the extent permitted by law if the Union asserts that adjustment may have impact on working conditions of bargaining unit employees other than the grievant(s), and the adjustment must be consistent with the terms and provisions of this Agreement and any local supplements thereto. The Union will be given an opportunity to be present at any formal meeting held where the grievance is discussed.

Section 9. Filing Deadline

A. All grievances under this Article must be filed within thirty (30) calendar days following:

1. The date of the incident which gives rise to the grievance; or

2. The date upon which the aggrieved became aware of the matter or incident out of which the grievance arises.

B. Grievances which are continuing in nature may be raised at any time.

C. A grievance may be amended at any time if new information is obtained in response to a 7114(b) request submitted prior to invocation of arbitration. The Labor Relations Branch Chief will be promptly notified of the amendment prior to arbitration.

D. A grievance amended based upon information received in response to a 7114(b) request submitted after invocation of arbitration may be returned to the Step 1 Responsible Official unless the Parties have mutually agreed to a different course of action.

E. In the event the Employer returns a grievance due to an amendment to the grievance, alleged inappropriate filing level, or other technical error (i.e., Section 7C of this Article), and the grievant resubmits the grievance, the elapsed time will not be part of the thirty (30) days referred to in subsection A above. The grievant will have up to thirty (30) calendar days from date of receipt to resubmit the grievance.

F. If at any point in the grievance process a grievant's representative, or the grievant if unrepresented, and the Employer mutually agree with the grievant to enter into any conflict or alternative dispute resolution procedures applicable, all time frames will be held in abeyance pending the outcome of such procedure.

G. All deadlines fixed in this section may be extended by mutual consent of the grievant's representative, or the grievant if unrepresented, and the Employer.

Section 10. Formal Steps

A. Step 1.

1. If no satisfactory settlement is reached informally in Section 7A above or if there is no decision within ten (10) calendar days, then a written and signed grievance must be presented to the grievant's servicing Labor Relations Specialist (LRS) or designee. The LRS will promptly supply the grievant and the grievant's Regional VP with acknowledgement of receipt of the grievance. Acknowledgement will include: names of the grievant(s), the servicing LRS or designee, the management official(s) identified as responsible for the action grieved, and the Step 1 responsible official designated by the Employer. The acknowledgement will also contain the date the grievance was received by the LRS or designee, the subject of the grievance, and the telephone numbers for the LRS (or designee) and the Step 1 Responsible Official.

2. The grievant and/or the assigned Union Representative will meet in person or by telephone with the Step 1 Responsible Official at a mutually

agreed upon time to discuss and attempt to resolve the grievance. Normally this meeting will take place not later than ten (10) calendar days after receipt of the grievance unless the Parties mutually agree to some other date. Normally the in-person meeting will take place at the employee's work location unless the Parties mutually agree otherwise. If resolution is not reached, the Parties may, upon mutual agreement, refer the dispute to a mediator.

3. If mediation is elected, the following will control the mediation process:

    a. Mediator fees will not be incurred or paid by either Party. If mediators from third party neutrals, shared mediator programs, or other mediation services are not available without cost, mediation will not be scheduled.

    b. Mediation must be scheduled and completed within thirty (30) calendar days of the agreement to request assistance. If mediation cannot be completed within this time frame, it will not be scheduled or, if scheduled, will be terminated.

    c. If mediation is completed, the Employer's (or Union's, if grievance is Employer initiated) Responsible Official will have seven (7) calendar days after completion of the mediation to provide the employee with a written decision on his/her grievance.

4. If mediation is not elected or is canceled prior to completion, the Step 1 Responsible Official will provide the grievant and the Union with a written decision on the grievance within twenty-one (21) calendar days of receipt of a timely filed grievance. Included in this decision will be a statement indicating the grievant's right to submit the grievance to Step 2, as well as the name and title of the Step 2 Responsible Official to whom such grievance must be submitted.

5. If the Deputy Administrator (or designee) is the Step 1 Responsible Official, Steps 2 and 3 of the grievance procedure are waived. The grievant will be informed of the Union's right to invoke arbitration.

6. Grievances over the removal of an employee may, at the election of the employee, be filed directly with the Deputy Administrator or designee. The Employer will have thirty (30) days from receipt of the grievance to issue a decision.

B. Step 2.

1. If the grievant is dissatisfied with the response at Step 1, he/she may appeal the grievance, including a copy of the Step 1 grievance, the decision received, and any supporting documentation, to the Step 2 Responsible Official named in the Employer's answer to the Step 1 grievance. It must be appealed within fourteen (14) calendar days of receipt of the Step 1 decision or fourteen (14) calendar days from the date the Step 1 decision was due, whichever is shorter.

    a. If no Step 1 decision was rendered, or if the Employer's answer to the Step 1 grievance does not name a Step 2 Responsible Official, a Step 2 grievance, including all of the information submitted at Step 1, must be filed with and resubmitted to the servicing LRS or designee.

    b. The LRS (or designee) or Step 2 Responsible Official will promptly supply the grievant and the grievant's Regional VP with acknowledgement of the grievance filed at Step 2. Notification will include: name of grievant(s), the management official(s) believed responsible for the action grieved, and the Step 2 Responsible Official designated by the Employer. The notice will also contain the date the grievance was received by the LRS or Step 2 Responsible Official, subject of the grievance, and the telephone numbers for the Step 2 Responsible Official.

2. If a meeting is requested, and the Step 2 Responsible Official believes that either an in-person or telephonic meeting to clarify facts and issues that would resolve or be helpful in resolving the matter, the Step 2 Responsible Official will arrange for the meeting. Such a meeting will normally be scheduled within ten (10) calendar days from receipt of the Step 2 grievance.

3. The Step 2 Responsible Official will provide the grievant and the Union with a written decision within twenty-one (21) calendar days of receipt of a properly filed Step 2 grievance. Included in this decision will be a statement indicating the grievant's right to appeal the Step 3 grievance to the Deputy Administrator or designee. If the Deputy Administrator is the Step 2 Responsible Official, Step 3 of the grievance procedure is waived. Included in the Step 2 decision will be a statement indicating the Union's right to invoke arbitration.

C. Step 3.

1. If the grievant is dissatisfied with the decision at Step 2, he/she may appeal the grievance, including a copy of the grievances submitted at Step 1 and Step 2 of the procedure, the decisions received at Step 1 and Step 2 of the procedure, or a statement that no timely response at Step 1 or Step 2 of the procedure was received, and any supporting documentation, to the Deputy Administrator or designee. It is not necessary to include a restatement of the circumstances if the grievance has not been amended. It must be submitted within fourteen (14) calendar days of receipt of the Step 2 decision or within fourteen (14) calendar days of the date the decision was due, whichever is shorter. The Employer will acknowledge receipt of the grievance and furnish the grievant's Regional Vice President a copy of all material the grievant submits to the Deputy Administrator within fourteen (14) days of its submittal.

2. A meeting may be held to attempt to resolve the grievance upon the mutual agreement of the grievant's representative, or the grievant if unrepresented, and the Step 3 Responsible Official.

3. The Deputy Administrator, or designee will provide the grievant and the Union with a written decision within fourteen (14) calendar days of receipt of a timely filed Step 3 grievance. Included in this decision will be a statement indicating the Union's right to invoke arbitration.

Section 11. Employer's Grievance Procedure

A. All Employer grievances under this Article will be filed in writing with the appropriate Union Regional Vice President. The grievance will be signed by the aggrieved manager(s) or Employer representative. If the Union official to have committed the alleged action grieved is an NAAE Executive Officer, the grievance will be filed directly with the National President.

B. The written grievance will contain the following:

1. The name of the Union official or other alleged to have committed the action grieved, including position title, grade, and organizational unit, if known:

2. Reference to the specific Article(s) and Section(s) of this Agreement, or subordinate agreements, or to the law, rule, or regulation alleged to have been violated;

3. Statement of the circumstances giving rise to the grievance including the date, if applicable, of the alleged violation;

4. Name, position, title, grade, and organizational unit of the grievant(s) with address(es) and work telephone/fax number(s) for communication;

5. Date grievance is submitted to the appropriate Union Regional Vice President or National President;

6. Name of Management Employer Representative (if any); and

7. General and specific relief and corrective action desired.

C. Deadlines for filing Employer grievances will be governed by Section 9 parts A, B, E, and F.

D. Step 1.

1. A written, signed grievance must be presented to the Union's Regional Vice President or National President, as appropriate. The Union Official to whom the grievance is submitted will promptly supply the grievant or the grievant's representative with notification of the filed grievance. Notification will include: date the grievance was received, the subject of the grievance, names of grievant(s), the Union official(s) believed responsible for the action grieved, the Responsible Official designated by the Union, and the telephone number(s) for the Union's Responsible Official.

2. The grievant and/or the assigned Employer representative will meet in person or by telephone with the Union Responsible Official at a mutually agreed upon time to discuss and attempt to resolve the grievance. If possible, that meeting should take place not later than ten (10) calendar days after receipt of the grievance unless all Parties mutually agree to some other date. If resolution is not reached, the Parties may, upon mutual agreement, refer the dispute to a mediator. The procedure for mediation will be governed by Section 10.A.3.

3. If mediation is not elected or is canceled prior to completion, the Union's Responsible Official will provide the grievant or the grievant's representative with a written decision on the grievance within thirty (30) calendar days of receipt of a timely filed grievance. Included in this decision will be a statement indicating the grievant's right to submit the grievance to the National President.

4. If the National President is the Step 1 Responsible Official, Step 2 of this procedure is waived and the Employer will be informed of its right to invoke arbitration, through election of the Deputy Administrator, or

designee according to the procedure(s) in Article 18 Arbitration, if the grievance is unresolved.

E. Step 2.

If the Employer is dissatisfied with the resolution at Step 1 above, it may submit the grievance, including a copy of the decision received, and any supporting documentation, to the National President or his/her designee. The submission must be made within fourteen (14) calendar days of receipt of the Step 1 decision.

1. The National President or his/her designee will promptly supply the grievant or the grievant's representative with notification of the filed grievance. Notification will include the date in which the grievance was received, and name/phone number of the Union designated Responsible Official.

2. A meeting may be held to attempt to resolve the grievance upon the mutual agreement of the Parties.

3. The National President or his/her designee will provide the Employer or Employer's representative with a written decision within thirty (30) calendar days of receipt of a timely filed grievance. Included in this decision will be a statement indicating the Employer's right to invoke arbitration, through election of the Deputy Administrator according to the procedure(s) in Article 18 Arbitration, if the grievance is unresolved.

Section 12. Initiation of Arbitration

Arbitration will be initiated in accordance with Article 18 Arbitration.

Section 13. Application

A. Any of the time limits or steps set forth in this Article may be waived or extended by mutual agreement of the Parties.

B. "Days" means calendar days and if the day an action must be completed under this Article falls on a non-work day, the due date will be the next regularly scheduled Employer business day, Monday through Friday.

C. Any grievance response or appeal to the next step or an invocation of arbitration will be considered timely if the response is postmarked, tendered to a messenger or overnight commercial delivery service, sent by electronic mail (e-mail), facsimile transmission or delivered to the appropriate individual designated in this Article no later than the final day of the designated time period.

Section 14. Information

A. Upon written request, the Employer will provide the grievant or the grievant's authorized representative all reasonably available and necessary information, as required and not expressly excluded by 5 U.S.C. 7114(b) (4), for determining whether a grievance should be filed and/or for processing a filed grievance. This information will be provided promptly and without cost to the Union or employee, unless prohibited by the terms of 7114 or other laws or regulations. If the Employer denies any requested information, the Employer will state in writing the reasons for denying the information.

B. The deadline for timely filing a grievance under this Article will be tolled on the date the Union or Employee (if the Union's authorized representative) submits a request for information to the Employer and will not resume until the Union or employee receives and has had a reasonable opportunity to review all or substantially all of the information to which it or he/she is entitled under Section 14(A) of this Article.

C. If, for any reason, the Union or employee submits the request for information, pursuant to 7114(b) (4), to the Employer subsequent to the date the grievance is filed, the grievant has ten (10) days following the receipt of all information requested (and not legally excludable under 7114(b) (4)) within which to amend his/her grievance, including the basis for grievance and the relief requested.

ARTICLE 18. ARBITRATION

Section 1. Exclusivity

A. The National President of the Union on behalf of the Union will have thirty (30) calendar days after the actual receipt of the Deputy Administrator's or designee's decision to invoke arbitration. If arbitration is not invoked by the National Union President or his/her designee within the thirty (30) calendar days, the decision will be final and binding.

B. If after thirty (30) calendar days no written response has been received, the Union will promptly send a written notification of non-receipt to Labor Relations. If a written response is still not received after an additional fifteen (15) calendar days from the original due date, the Union may invoke arbitration without a written decision.

C. The National President or designee will invoke arbitration by informing the Deputy Administrator in writing of the Union's election.

D. The Deputy Administrator, or designee on behalf of the Employer will have thirty (30) calendar days after the actual receipt of the National Union's decision to invoke arbitration. If arbitration is not invoked by the Deputy Administrator or designee within the thirty (30) calendar days, the decision will be final and binding.

E. The Deputy Administrator or designee will invoke arbitration by informing the National President in writing of the Employer's election.

F. If the party invoking arbitration is the Union, the Union may opt to postpone the arbitration hearing date until the FLRA has rendered its decision if the Union has filed an unfair labor practice charge alleging information relevant to the case has been withheld.

Section 2. Submission of the Issue

The Parties agree that a joint submission of the issue is the most desirable and will work diligently to arrive at one. If the Parties fail to agree on a joint submission of the issue for arbitration, each Party will submit a separate statement to the arbitrator who will determine the issue to be heard.

Section 3. Selecting the Arbitrator

A. Upon receipt of notice by either Party to take a grievance to arbitration, the invoking Party will request the FMCS to provide a list of seven impartial persons qualified to act as arbitrators whose offices are located within close proximity

of the requested hearing site. The requested hearing site will be the city where the grievant's duty station is located unless the Union and the Employer mutually agree to a different site. An arbitrator may also be chosen by mutual agreement of the Employer and the Union. They also may mutually agree to hold a "virtual hearing" via Zoom or similar camera-equipped electronic mode of transmission or media in lieu of an in-person hearing, subject to the arbitrator's approval.

B. The Parties will confer within fourteen (14) calendar days after the receipt of the FMCS list for the selection of an arbitrator, unless an extension of time is mutually agreed upon. Selection will be made by each Party alternating striking off one potential arbitrator's name from the list until one arbitrator remains. The Party proceeding first will be based on rotation. If either Party refuses to participate in the selection process, by written document, the other Party will make a selection of an arbitrator from the list.

Section 4. Arbitration Costs and Location

A. Except as provided below and in Section 8G, the Parties will share equally the expenses for the arbitration, including but not limited to the compensation and expenses of the arbitrator and the costs of any non-government hearing rooms or other facility that may be used.

B. If either Party requests postponement or cancellation of the arbitration proceedings, except for the reason expressed in Section 1(E), the requesting Party will bear any and all arbitration expenses the arbitrator incurs or assesses as a direct result of the postponement or cancellation. If both Parties agree to postpone or cancel an arbitration proceeding, or it is cancelled or postponed for the reason expressed in Section 1(E), they will share equally the costs of any fees the arbitrator charges.

C. In any grievance where the Parties settle the matter prior to or before the conclusion of an arbitration hearing, both Parties will share equally all arbitrator and hearing room costs incurred because of the cancellation of the hearing.

D. If a Party requests a hearing transcript, the Party requesting the transcript will be liable for the entire cost. If both Parties request a transcript or if neither Party requests a transcript, but the arbitrator requests one, the entire cost will be shared equally, unless the arbitrator awards the costs to the prevailing Party.

E. The in-person arbitration hearing, if any, will be held, if possible, within the city where the grievant's duty station is located at a government facility and during regular day shift hours.

Section 5. Scope of Authority

A. The arbitrator will have no authority to change, alter, modify, delete, or add to the terms and provisions of this Agreement and/or applicable policies and regulations, but will have the right to interpret them.

B. The arbitrator will have the authority to make all arbitrability and/or grievability determinations.

C. If either Party declares a grievance non-arbitrable or non-grievable, the original grievance will be considered amended to include the issue of non- grievability or non-arbitrability and, at the sole discretion of the arbitrator, may be heard first by the arbitrator at the time of the hearing on the merits or, in the discretion of the arbitrator and at the request of either Party, heard first as a bifurcated issue in an initial, separate hearing or separate proceeding without a hearing.

Section 6. Arbitration Procedure

The Parties may mutually agree to expedited arbitration or a formal arbitration hearing. If the Parties do not agree on the process, a formal arbitration hearing will be held.

A. Formal Arbitration

1. Upon selection of the arbitrator in a particular case, the representatives of the Parties will communicate promptly with the arbitrator and each other in order to select a mutually agreeable date for the arbitration hearing.

2. If the Parties are unable to agree to a hearing date(s) within sixty (60) calendar days after invocation, either Party may contact the arbitrator who will then select the hearing date(s). That date will be no sooner than forty-five (45) calendar days and no later than seventy-five (75) calendar days from the date the arbitrator is contacted to select the hearing date, subject to the arbitrator's availability.

3. The arbitrator is authorized to hold an ex parte hearing if a Party refuses to participate.

B. Expedited Arbitration

In some instances, the Parties may mutually agree that the formal procedures set forth in this Article are too time consuming, formal, and costly for the nature of the dispute. In such instances, the Parties may mutually agree on one of the following three expedited arbitration procedures. If the Parties cannot agree on the process, a formal hearing will be held, pursuant to Part I of this Section.

1. A Decision on the Record. A stipulation of facts to the arbitrator can be used when both Parties agree to the facts at issue and an oral hearing would serve no purpose. In this case, data, documentation, etc. stipulations are jointly submitted to the arbitrator with a request for a decision based on the facts presented as well as any written argument setting forth the position of the Party electing to present arguments.

2. Arbitrator Inquiry. An arbitrator inquiry may be used to expedite the resolution of the grievance. In this case, the arbitrator would make such inquiries as he/she deems necessary, prepare a brief written summary of the facts, and render an on-the-spot decision with a written summary opinion. The Parties may mutually agree to eliminate the summary opinion.

3. Mini-Arbitration. In this case, an oral hearing will be held, to commence within ten (10) days after the selection of the arbitrator. The arbitrator will prepare a brief written summary of the facts with or without the benefit of briefs and render a written decision with a summary opinion. The Parties may mutually agree to eliminate the summary opinion.

Formal arbitration hearing should be used whenever necessary to develop and establish the facts relevant to the issue. In this case, a formal hearing is convened and conducted by the arbitrator pursuant to Part I of this Section.

Section 7. Arbitration Decisions

A. The arbitrator will be requested to render a decision and remedy to the Parties as quickly as possible, but in any event, no later than thirty (30) calendar days after the closing of the hearing record and the filing of any post-hearing briefs unless the Parties otherwise agree. In expedited arbitration cases requiring a hearing, the arbitrator will issue his/her written award within five (5) working days after the close of the hearing and the filing of any briefs.

B. The arbitrator's decision will be final and binding except for the appeal rights set forth in the Statute. The arbitrator will have the authority to make an aggrieved employee whole to the extent such remedy is not contrary to law, including but not limited to the authority to award back pay and interest, attorney's fees, reinstatement, and retroactive promotion where appropriate and to issue an order expunging the record of all references to a disciplinary, adverse, or unacceptable performance action if appropriate. The arbitrator may also provide such other remedy as the law may allow.

C. An arbitrator will retain jurisdiction to resolve disputes concerning back pay calculations, award of attorney's fees, and clarifying his/her decision for the

employee covered by the original grievance.

Section 8. Hearing Conduct

A. Copies of all documents, including a certificate of service, filed with the arbitrator at any stage of the arbitration proceeding will be simultaneously served on the other Party.

B. Neither Party may submit a pre-hearing brief except upon the specific request of the arbitrator or by mutual consent of the Parties.

C. The rules of evidence will be liberally applied.

D. Except as expressed in this Agreement, the arbitrator will determine the procedures to be followed at the hearing and will explain such procedures to both Parties at the outset of the hearing.

E. The Party invoking arbitration will present its case first, except in disciplinary or adverse actions, in which case the Employer will present its case first.

F. The grievant, his/her representative, and all employees who are called as witnesses will be excused from duty without charge to leave to the full extent necessary to participate in the arbitration, including the travel to the hearing, if any, and the Employer will provide, or reimburse costs for, the travel of such grievant and his/her representative, and travel not requiring an approved travel authorization for any witness(es) necessary.

G. The Employer will make employees available as witnesses when requested by the Union. If the Employer determines it is not administratively practicable to comply with the Union's request, or otherwise declines to produce the witness, and if the arbitrator determines the employee's testimony is relevant, the arbitrator may order the Employer to produce the witness, or as a last resort, postpone the hearing and assess all hearing and arbitration costs incurred as a result of the postponement against the Employer. However, the Union may, in its sole discretion, elect to submit an affidavit in place of the direct testimony of the employee who is unavailable for reasons beyond the control of the employee or the Union.

H. The arbitrator will have the obligation of expecting the representatives of the Parties to bring before him/her all necessary facts and considerations. This duty includes drawing an appropriate adverse inference when a Party fails to present facts or witnesses that the arbitrator deems necessary and relevant.

I. Witnesses at a hearing must testify in the presence of the aggrieved employee and his/her representative unless waived by the employee and the employee's representative. Both Parties will have the right and opportunity to cross

examine all witnesses except as provided in Section 8(G) above.

J. Witnesses will be assured freedom from restraint, interference, coercion, discrimination, or reprisal by either Party in presenting their testimony.

Section 9. Remand

In cases where a reviewing body has modified or rejected an arbitration decision solely because the remedy was ruled illegal, the case will be remanded to the arbitrator to fashion a new remedy, if appropriate and if so ordered by the reviewing body.

Section 10. Bargaining History

Bargaining history may not be used in an arbitration hearing unless the Party proposing to use it has notified the other at least fifteen (15) days prior to the hearing of its intent to use it. If a Party gives notice of intent to use bargaining history, the other Party also may use it without providing notice.

Section 11. Burdens of Proof

A. When an employee elects to raise a matter covered by 5 U.S.C. 4303 (reduction in grade or removal of an employee for unacceptable performance) in the negotiated grievance procedure and the Union moves the matter to arbitration, the arbitrator will be governed by 5 U.S.C. 7701(c) (1) (A) – (i.e., the decision of the Employer will be sustained only if the Employer's decision is supported by substantial evidence).

B. When an employee has elected to raise a matter covered by 5 U.S.C. 7512 (adverse actions taken for cause) in the negotiated grievance procedure and the Union moves the matter to arbitration, the arbitrator will be governed by 5 U.S.C. 7701(c) (1) (B) – (i.e., the decision of the Employer will be sustained only if the Employer's decision is supported by a preponderance of the evidence).

ARTICLE 19. CONFLICT/PROBLEM RESOLUTION

Section 1. General Provisions

A. The Parties recognize the need to address issues of concern in an expedient manner. The use of alternative dispute resolution methods (e.g., informal discussion, conflict resolution boards, or the Employer's Collaborative Resolution Program or successor which consists of mediation) can prove to be a viable option benefiting both Parties, including individual employees.

B. Both the Employer and the Union mutually endorse the concept of a bilateral conflict resolution process. Additionally, both Parties will work together to either utilize an existing alternative dispute resolution forum, or to develop an alternative dispute resolution forum. The goal of these forums is to attempt to resolve conflicts or disputes. These forums should encourage, but cannot mandate, employees to meet in an attempt to voluntarily resolve disputes of all kinds.

C. The intent of the forum will be to provide an environment of open communication and problem-solving; provide an array of methods to address workplace disputes, with the desired effect of promoting the efficiency of the Agency by resolving disputes early and with little, if any, disruption to work operations; see consensual resolution of disputes; and, possibly reduce processing time and expense.

Section 2. Process Provisions

A. The Parties agree that time limits for statutory processes (e.g., ULPs and EEO Complaint Process) cannot be extended if alternative dispute resolution is utilized. The Parties also agree that the time limits for the negotiated grievance procedure will be held in abeyance if alternative dispute resolution is utilized.

B. The employee may request and be given the right to representation, Union or otherwise, during the mediation attempt.

C. The mediator does not have the authority to compel settlement.

D. The Parties agree that the alternative dispute resolution method utilized cannot be used as a substitute for any other avenue of redress the employee may wish to pursue including the negotiated grievance procedure, the EEO Complaint Process, or any other statutory appeals procedure.

E. The Parties understand that if a settlement is reached through the alternative dispute resolution method, the employee may waive his/her right to process the issue in other forums.

ARTICLE 20. UNFAIR LABOR PRACTICE

Section 1. Policy

The Parties will attempt to resolve differences and disputes informally at the lowest level. Prior to filing an Unfair Labor Practice (ULP) charge with Federal Labor Relations Authority (FLRA), the Parties will attempt to discuss the alleged violation of the law with the charged Party. Resolutions will be attempted.

If attempts at resolution have been unsuccessful, submit the alleged violation on the appropriate FLRA form. See example of form in the Appendix A of this Agreement. Due to the complex nature of these forms, please contact your Regional Vice President or Labor Relations Specialist prior to filing. Nothing in this Article will be construed as a waiver of any statutes or government rule or regulation.

Section 2. Instructions

Instructions on Filing a Charge with the FLRA:

A. The alleged ULP violation will be submitted on the appropriate FLRA form.

B. The prescribed FLRA form will contain at a minimum the following information:

1. Name, address, and telephone number of person(s) making the charge;

2. The name, address, and telephone number of the Agency against whom the charge is made;

3. A clear and concise statement of the facts and a statement of the section(s) and subsection(s) of the statute alleged to have been violated; and

4. A statement of any other procedure invoked involving the subject matter of the charge and the results, if any (i.e., grievance procedure, Federal Service Impasses Panel (FSIP), Federal Mediation and Conciliation Service (FMCS), Equal Employment Opportunities Commission (EEOC), Merit Systems Protection Board (MSPB), or Federal Labor Relations Authority (FLRA) (negotiability appeal)).

C. The charging Party will submit to the Regional Director of FLRA any

supporting evidence and documents.

D. Transmission of the documents to the charged Party and FLRA will be in accordance with FLRA regulations and the ULP form instructions.

E. Upon the filing of a ULP charge, the charging Party will be responsible for the service of a copy of the charge, without the supporting evidence and documents, upon the charged person(s).

F. The Employer will provide the name and address of the Party designated to represent the head of the Agency who must be served with the ULP charge. The Employer will provide the Union, on a continuing basis, any and all changes in the Employer's representatives.

ARTICLE 21. PROTECTION AGAINST PROHIBITED PERSONNEL PRACTICES

Section 1. Definition of "Prohibited Personnel Practice" and "Personnel Action"

A. For the purpose of this Article and in accordance with 5 U.S.C. 2302, "prohibited personnel practice" means any action described in Section 2 of this Article.

B. For the purpose of this Article, "personnel action" means:

1. An appointment;
2. A promotion;
3. An action under Chapter 75 of Title 5 of the United States Code or other disciplinary or corrective action;
4. A detail, transfer, or reassignment;
5. A reinstatement;
6. A restoration;
7. A reemployment;
8. A performance evaluation under Chapter 43 of Title 5 of the United States Code;
9. A decision concerning pay, benefits, or awards or concerning education or training if the education or training may reasonably be expected to lead to an appointment, promotion, performance evaluation, or other action described in this subsection; and
10. Any other significant change in duties or responsibilities which is inconsistent with the employee's salary or grade level.

Section 2. Employer Prohibitions

In accordance with 5 U.S.C. 2302, the Employer will not:

A. Discriminate for or against any employee or applicant for employment:

1. On the basis of race, color, religion, sex, or national origin, as prohibited under Section 717 of the Civil Rights Act of 1964;

2. On the basis of age, as prohibited under Sections 12 and 15 of the Age Discrimination in Employment Act of 1967;

3. On the basis of sex, as prohibited under Section 6(d) of the Fair Labor Standards Act of 1938;

4. On the basis of handicapping condition, as prohibited under Section 501 of the Rehabilitation Act of 1973; or

5. On the basis of marital status or political affiliation, as prohibited under any law, rule, or regulation.

B. Solicit or consider any recommendation or statement, oral or written, with respect to any individual who requests or is under consideration for any personnel action unless such recommendation or statement is based on the personal knowledge or records of the person furnishing it and consists of:

1. An evaluation of the work performance, ability, aptitude, or general qualifications of such individual; or

2. An evaluation of the character, loyalty, or suitability of such individual.

C. Coerce the political activity of any person (including the providing of any political contribution or service) or take any action against any employee or applicant for employment as a reprisal for the refusal of any person to engage in such political activity.

D. Deceive or willfully obstruct any person with respect to such person's right to compete for employment.

E. Influence any person to withdraw from competition for any position for the purpose of improving or injuring the prospects of any other person for employment.

F. Grant any preference or advantage not authorized by law, rule, or regulation to any employee or applicant for employment (including defining the scope or manner of competition or the requirements for any position) for the purpose of improving or injuring the prospects of any particular person for employment.

G. Appoint, employ, promote, advance, or advocate for appointment, employment, promotion, or advancement, in or to a civilian position any individual who is a relative (as defined in Section 3110(a)(3) of Title 5 of

the United States Code) of such employee if such position is in the agency in which such employee is serving as a public official (as defined in Section 3110(a)(2) of Title 5 of the United States Code) or over which such employee exercises jurisdiction or control as such an official.

H. Take or fail to take, or threaten to take or fail to take, a personnel action with respect to any employee or applicant for employment because of:

1. Any disclosure of information by an employee or applicant which the employee or applicant reasonably believes evidences:

a. A violation of any law, rule, or regulation; or

b. Gross mismanagement, a gross waste of funds, an abuse of authority, or substantial and specific danger to public health or safety, if such disclosure is not specifically prohibited by law and if such information is not specifically required by Executive Order to be kept secret in the interest of national defense or the conduct of foreign affairs; or

2. Any disclosure to the Special Counsel of the Merit Systems Protection Board or to the Inspector General of an agency, or another employee designated by the head of the Agency to receive such disclosures, of information which the employee or applicant reasonably believes evidences:

a. A violation of any law, rule, or regulation; or

b. Gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to the public health or safety.

I. Take or fail to take, or threaten to take or fail to take, any personnel action against any employee or applicant for employment because of:

1. The exercise of any appeal, complaint, or grievance right granted by any law, rule, or regulation;

2. Testifying for or otherwise lawfully assisting any individual in the exercise of any right referred to in subsection I (1) above;

3. Cooperating with or disclosing information to the Inspector General of an Agency or the Special Counsel in accordance with applicable provisions of law; or

4. For refusing to obey an order that would require the individual to

violate a law.

J. Discriminate for or against an employee or applicant for employment on the basis of conduct which does not adversely affect the performance of the employee or applicant or the performance of others, except that nothing in this subsection will prohibit the Agency from taking into account in determining suitability or fitness any conviction of the employee or applicant for any crime under the laws of any State, of the District of Columbia, or of the United States.

K. Take or fail to take any other personnel action if the taking of or failure to take such action violates any law, rule, or regulation implementing, or directly concerning, the merit system principles contained in Section 2301 of Title 5 of the United States Code.

L. Veterans Preference Consideration

1. Knowingly take, recommend, or approve any personnel action if the taking of such action would violate a veterans' preference requirement; or

2. Knowingly fail to take, recommend, or approve any personnel action if the failure to take such action would violate a veterans' preference requirement.

Section 3. Protection of Congressional Disclosures

In accordance with 5 U.S.C. 2302, nothing in Section 2 above will be construed to authorize the withholding of information from the Congress or the taking of any personnel action against an employee who discloses information to the Congress.

Section 4. Protected Rights

In accordance with 5 U.S.C. 2302, nothing in this Article will be construed to extinguish or lessen any effort to achieve equal employment opportunity through affirmative action or any right or remedy available to any employee or applicant for employment in the Civil Service under:

A. Section 717 of the Civil Rights Act of 1964 prohibiting discrimination on the basis of race, color, religion, sex, or national origin;

B. Sections 12 and 15 of the Age Discrimination in Employment Act of 1967, prohibiting discrimination on the basis of age;

C. Section 6(d) of the Fair Labor Standards Act of 1938, prohibiting discrimination on the basis of sex;

D. Section 501 of the Rehabilitation Act of 1973, prohibiting discrimination on the basis of handicapping condition; or

E. the provisions of any law, rule, or regulation prohibiting discrimination on the basis of marital status or political affiliation.

Section 5. Complaint Procedures

An employee aggrieved under Section 2 above may raise the matter under the appropriate statutory procedure or the grievance and arbitration procedure provided in this Agreement, but not under both.

ARTICLE 22. CIVIL RIGHTS

Section 1. General Policy

A. It is the policy of the Government of the United States to provide equal opportunity in employment for all persons, to prohibit discrimination in employment because of race, color, religion, sex, national origin, age, disability, marital status, political affiliation, or any other groups covered by law.

B. No person will be subject to retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act (Title VII) (42 U.S.C. 2000 et seq.), the Age Discrimination in Employment Act (ADEA) (29 U.S.C. 621 et seq.), the Equal Pay Act (29 U.S.C. 2906(d)) or the Rehabilitation Act (29 U.S.C. 791 et seq.), or for participating in any stage of administrative or judicial proceedings under those statutes.

C. The Employer will adhere to the policy of the United States Department of Agriculture to prohibit discrimination in employment because of sexual orientation.

D. The Parties recognize that, consistent with applicable law, rule, and regulation, harassment and coercion will not be tolerated.

E. The Employer will provide an environment free of sexual harassment.

F. The Employer will post at each work unit or workstation, as appropriate, or otherwise make available to all employees a copy of the regulations it issues to carry out its programs of equal employment opportunity, including but not limited to:

1. A copy of the current MRP Directive on Civil Rights (or its equivalent), including the definition of discrimination;

2. A copy of Title 29 Labor, Chapter XIV, Equal Employment Opportunity Commission, Part 1614, Federal Sector Equal Employment Opportunity of the Code of Federal Regulations;

3. A flow chart, or other easily understandable memorandum of the Complaint Process, depicting timelines for the Employer and complainant, showing all options available to assist employees who believe that they have been discriminated against or who wish to report alleged discrimination practices; and

4. The names, business telephone numbers and business addresses of the current EEO Counselors (unless the counseling function is

centralized, in which case only the telephone number and address need be provided), or other contacts to whom the employee is to report discrimination complaints.

Section 2. Representation Rights

A. Any employee who wishes to engage in protected activity will be free from coercion, interference, and reprisal, and will be entitled to expeditious processing of the complaint or appeal within the time limits prescribed by law, rule, and regulation.

B. An employee has the right to select a representative of his/her choosing at any stage of the complaint or appeal process as appropriate.

C. The employee will have the right to present the complaint or appeal without representation.

D. The employee may designate, in writing, his/her representative of choice, to the appropriate management official (e.g., designated responding official of the Employer).

Section 3. Complaint Resolution

A. If the employee elects to pursue the complaint under the negotiated grievance procedure of this Agreement and he/she elects to process the grievance without representation, the Union will have the right to be present at any formal meeting between the Employer and the employee concerning the grievance.

B. If at any stage of the complaint process under a statutory procedure, the Employer determines to make changes to resolve the complaint with respect to personnel policies and practices or matters affecting the general working conditions of unit employees, the Union will be afforded reasonable notification and ample opportunity to negotiate the matter prior to implementation of such changes.

C. Following adjudication under a statutory procedure, the decision will generally affect the complainant alone. However, when a formal discussion is held by the Employer with the complainant and/or the complainant's representative for the purpose of implementing a decision which impacts on employees in the bargaining unit, the Union will be afforded reasonable notification of the meeting and be given an opportunity to be represented at the meeting.

D. Where the corrective or remedial action to be taken as a result of statutory or adjudicatory procedures would impact upon employees in the bargaining unit or would conflict with, or appear to conflict with, the provisions of this

Agreement, the Employer will afford the Union reasonable notification and an opportunity to negotiate the impact of the Employer's action effectuating the decision normally prior to implementation.

E. The provisions of this Agreement may not serve to prevent implementation of statutory Equal Employment Opportunity decisions by the Merit Systems Protection Board, the Equal Employment Opportunity Commission or the Federal courts.

Section 4. Advisory Committees

A. The Employer may establish Equal Employment Opportunity Advisory Committees at the appropriate levels. Such Committees will be advisory in nature and may make recommendations to the appropriate managers with regard to:

1. Identified Equal Employment Opportunity problem areas;

2. An assessment of the status of Equal Employment Opportunity; and

3. The progress being made in the achievement of Equal Employment Opportunity objectives.

B. These Committees will in their composition have a minimum of one Union representative per committee, selected by the Union. However, the employee selected may not be a voting member or assigned to a Special Emphasis Program Manager (SEPM) (e.g., Hispanic Employment Program Manager or Federal Women's Program Manager).

C. Any employee interested in serving on the Advisory Committee, usually as a SEPM, will notify the appropriate management official by the prescribed deadline of the announcement. Notification may include a statement of the employee's qualifications, reason for his/her desire to serve on the committee, and any additional information requested on the announcement.

D. Committee members will be free from restraint, interference, coercion, discrimination, or reprisal in connection with the performance of their duties.

E. Each Committee may have nonvoting members representing Special Emphasis Programs in attendance at its meetings.

F. Each Committee will meet as needed as determined by the Employer.

G. Where practicable, Committee meetings will be held during regular duty hours. The Employer will, to the extent possible, make shift changes to accommodate attendance by Union representatives. No employee will be required to donate

his/her time during non-duty hours.

H. To the extent feasible, employees on advisory committees may request and receive training commensurate with their Special Emphasis Program Manager position.

I. Committee members will receive official time while attending committee meetings, including official time for travel. Travel and per diem will be reimbursed in accordance with the Federal Travel Regulations.

Section 5. Opportunity to Review, Comment, and Bargain

A. The Union recognizes the Employer is responsible for the development of Equal Employment Opportunity Plans, or its equivalent, at the appropriate level.

B. Where the development and implementation of the Employer's Equal Employment Opportunity plans and programs involve changes in personnel policies, practices or working conditions, the Employer will fulfill its bargaining obligations with the Union under Chapter 71, Labor Management Relations, Title 5 of the United States Code.

C. During the assessment stage of Equal Employment Opportunity Plan development at which information is gathered on the existing status of Equal Opportunity with the Employer, or at any time, the Union has the opportunity to present, in writing, its views, opinions, and other information on the status of the Equal Employment Opportunity Program. The Union's assessment and views will be submitted to the Employer's Office of Civil Rights, Compliance and Evaluation Branch and other management officials as appropriate.

Section 6. Reports, Statistics, and Data

A. The following information will be provided by the Employer on the intranet or if not, then it will be provided upon request to the National President of the Union:

1. Copy of the Agency Employment Plan or its equivalent;

2. Copy of the annual Civil Rights Accomplishment Report or its equivalent;

3. Copy of the annual summary statistical data found in the "Professional, Administrative, Technical, Clerical, Other, and Blue Collar" Report, also known as the PATCOB, or its equivalent, depicting employees by race, sex, color, religion, age, and national origin;

4. Summary report of statistical data of EEO formal complaints for the Employer; and

5. Summary report of statistical data of EEO counseling activity.

ARTICLE 23. NEGOTIATION PROVISIONS

Section 1. Purpose and Scope

This Article will establish the parameters and procedures for national negotiations to negotiate changes to the National Agreement during its term or to negotiate subordinate agreements and changes during their terms. Negotiations above the local level (regional) will follow national negotiation procedures.

Additionally, this Article will establish the parameters and procedures for local negotiations over local level Employer-initiated changes that have local impact, other matters specifically delegated to them by this Agreement, local level Union-initiated proposals, and local renewal agreements.

Section 2. General Provisions

A. All subordinate agreements and memoranda of understanding (MOU) must be consistent with the terms of this Agreement or are considered void. Any provision of an existing agreement or MOU may be reopened by the Employer when exercising a 7106(a) right or if such provision is shown to be a violation of government-wide law, rule, or regulation or the terms of this Agreement.

B. To the extent not prohibited by law, including the "covered by" doctrine, either Party, local level or national, may propose changes in conditions of employment during the term of the local or National Agreement, respectively.

C. The Parties agree that responses to proposed change(s) in conditions of employment submitted in the context of bargaining under this Article will not deal with extraneous matters.

D. Those subjects specifically delegated to the parties at the local level by this Agreement or subsequent MOU(s) may be negotiated locally. For example, subjects may include but are not limited to:

    1. Procedures or arrangements concerning local leave scheduling;

    2. Procedures or arrangements concerning earning/scheduling time off for religious holiday observance;

    3. Procedures or arrangements concerning shift rotation schemes as needed;

    4. Procedures for exchanging shifts;

    5. Other negotiable items normally covered by local negotiations and not

covered by or otherwise inconsistent with this Agreement.

6. Overtime assignment procedures if not specifically outlined in Article 30 Overtime and Premium Pay; and,

7. TDY rosters if not specifically outlined in Article 33 Domestic TDY.

E. The delegation of these subjects is not intended to require each local to have a negotiated agreement or include within its negotiated agreement provisions covering each of the listed items.

F. In accordance with Article 2 Authority and Responsibility, negotiations over only those items found to be inconsistent with the National Agreement, arising as a result of mandated local reviews, will begin within one hundred and twenty (120) days after the effective date of this Agreement.

G. Issues on related topics will be consolidated for bargaining to the greatest extent possible.

H. Local agreements may be reopened:

1. At the request of either party seeking to renegotiate provision(s) nullified by changes in federal statute or Governmentwide rules or regulations implementing 5 U.S.C. 2302;

2. If either party to the agreement produces evidence that parts of the agreement are being abused or interfere with the efficient operation of the organization. Documentation must include specific evidence of abuse or interference and the parts of the agreement involved. Renegotiations will be conducted only on those relative parts of the agreement; or,

3. By mutual agreement.

Section 3. Procedures

A. Employer Initiated Changes

1. Notice of proposed changes in conditions of employment by the Employer will be served upon the President of the Union or, if local in scope, the local Union representative. Proposals will be delivered according to procedures outlined in Article 5 Employer Rights and Obligations.

2. Time frames for Union response (National):

a. Within fifteen (15) calendar days of receipt of notice of a proposed change, the Union may request a briefing. The Union

may submit any information or data requests pursuant to 5 U.S.C. 7114(b) (4).

b. Within fifteen (15) calendar days after the date of a briefing or thirty (30) calendar days after initial notice, whichever is later, the Union will submit its proposals. The Union will be permitted to make additional or modified proposals based on the Employer's response to a 5 U.S.C. 7114(b) (4) request within fifteen (15) calendar days of receipt of the information.

c. Time frames in this section may be adjusted by mutual agreement.

3. Time frames for Union response (Local):

a. Within four (4) calendar days of receipt of notice of a proposed change, the Union may request a briefing. The Union may submit any information or data requests pursuant to 5 U.S.C. 7114 (b) (4).

b. Within ten (10) calendar days after the date of a briefing or fourteen (14) days after initial notice whichever is later, the Union will submit its proposals. The Union will be permitted to make additional or modified proposals based on the Employer's response to a 5 U.S.C. 7114 (b) (4) request within five (5) days of receipt of the information.

c. Time frames in this section may be adjusted by mutual agreement.

4. Failure to submit a written request to negotiate accompanied by written negotiating proposals, within the time frames specified above, will be considered acceptance of the proposals and will allow the Employer to implement the change.

5. If negotiations are required, they will commence in accordance with this Agreement within thirty (30) calendar days after receipt of bargaining proposals from the Union.

6. If the Employer refuses to provide the information requested in full, it will provide written confirmation of the information denied and state the reason for the denial. Within seven (7) calendar days after receipt of the Employer's written confirmation, the Parties may, at the election of the Union, discuss in a good-faith effort to resolve any disputes regarding the Employer's duty to provide the necessary and relevant information requested.

7. The Parties will negotiate in good faith to resolve outstanding information requests. The Union is not obligated to reach agreement during negotiations when there is an outstanding request for information. If the Parties reach agreement during negotiations conducted with an outstanding information request over an Employer initiated change, then the agreement on the change will represent the full and complete understanding between the Parties.

B. Union Initiated Requests to Bargain

1. Notice of proposed negotiable changes in working conditions by the Union will be served upon the Employer designated representative, according to procedures outlined in Article 5 Employer Rights and Obligations, Section 3.

2. Time frames for Employer response (National/Regional):

    a. If negotiations are required, within fifteen (15) calendar days of receipt of notice of a proposed change, the Employer may request a briefing to attempt to resolve informally or attain additional information. If no briefing is requested, the Employer will submit its counter-proposals thirty (30) days after initial notice, or notify the Union of the Employer's determination that there is "no duty to bargain" the proposal.

    b. Negotiations on negotiable proposals will be conducted in accordance with this Agreement and to the extent possible, should begin no later than thirty (30) calendar days after receipt of final bargaining proposals from the Employer.

3. Time frames for Employer response (Local):

    a. If negotiations are required, within seven (7) calendar days of receipt of notice of a proposed change, the Employer may request a briefing to attempt to resolve informally or attain additional information. If no briefing is requested, the Employer will submit its counter-proposals within fourteen (14) days after initial notice, or notify the Union of the Employer's determination that there is "no duty to bargain" the proposal.

    b. Negotiations on negotiable proposals will normally begin within fourteen (14) calendar days after receipt of the Employer's counter proposals, but no later than thirty (30) calendar days after receipt of final bargaining proposals from the Employer.

Section 4. Ground Rules for Negotiations at the Local Level

A. The following Ground Rules are for local negotiations between PPQ and NAAE.

1. Individual proposed changes will not be implemented until all proposals have been negotiated to agreement or through resolution by the FSIP, to the extent required by and in accordance with law.

2. Disagreements concerning application and interpretation of these Ground Rules will be handled through arbitration by requesting a panel of arbitrators from FMCS and selecting one (1) arbitrator to hear the dispute. Either party's Chief Negotiator may declare the parties in disagreement by submitting its written statement of position on the issue(s) in disagreement to the other party's Chief Negotiator. Each party will serve a copy of its statement of position on the President of the Union and the Chief of Labor Relations. The party initiating the declaration of disagreement will request FMCS to furnish the parties the panel of arbitrators and will specify the place of the dispute (of arbitration) to be the location the parties have selected to negotiate the proposed change under the terms of these Ground Rules, unless they mutually agree otherwise. The arbitrator will have the full authority to interpret these Ground Rules and law. The expenses of said arbitrator will be shared equally and each party's expenses will be borne solely by them.

3. Once the parties have exchanged counterproposals no new proposals or issues will be submitted without mutual agreement of the parties. However, proposals, counterproposals, or modifications of proposals addressing issues already raised, related issues that arise as a result of discussions at the table, or as a result of information provided pursuant to 5 U.S.C. 7114 (b) (4) will not be deemed "new" proposals.

4. These Ground Rules may be modified by mutual consent. Any change or waiver of any ground rule will be reduced to writing and signed and dated by both parties.

5. If these Ground Rules do not expressly address an issue, either local party may negotiate up to three (3) additional ground rules per side. The additional ground rules will be negotiated as soon as practicable after receipt. Any necessary preliminary negotiations to complete these ground rules will proceed in accordance with these Ground Rules.

6. The Employer has determined that the Employer's negotiating team will have up to four (4) members. The Union will be authorized to have

up to the same number of Union negotiators on official time as the Employer has at the negotiating table. The numbers may be changed by mutual agreement of the parties.

7. Each Union team member who is a Plant Protection and Quarantine (PPQ) employee will be on official time not to exceed forty (40) regular hours per week while negotiations are in progress.

8. Each Union team member will be provided a reasonable amount of official time for performing functions related to negotiating including but not limited to; proposal preparation; travel to and from the negotiation site; preparation for and appearance at FLRA, FMCS, FSIP, and/or arbitration proceedings.

9. Both teams will come to negotiations with at least one member authorized to bind his/her party and execute the agreement.

10. Times and dates of negotiations will not conflict with previously scheduled Employer or Union meetings or advanced annual leave.

11. Negotiations will normally be scheduled during periods that do not include holidays. Holidays may be worked only upon mutual agreement by the parties.

12. Negotiations will be conducted according to the following:

    a. The Employer will provide the Union notice of its intended negotiators at the time the parties begin the process of fixing dates. The Union will provide the Employer the names of its intended negotiators as soon thereafter as practical, normally no less than ten (10) days prior to the beginning of negotiations.

    b. If the Employer elects to have negotiators from outside the duty station, the Union will be entitled to have an equal number of negotiators from outside the duty station. The Employer will pay travel costs pursuant to an approved travel authorization for such Union representatives and the lodging costs in accordance with the Federal Travel Regulations. The Union will pay for the meals and incidental expenses of its outside negotiators. The Employer will provide the Union ten (10) days advance notice of the identity of those Employer negotiators it intends to bring to the negotiating table from outside the duty station.

    c. The Employer will provide a room for negotiations. If any expenses are required to obtain the room, the Employer will pay.

d. Incurred and necessary parking expenses will be paid by the Employer when a Union negotiator must go to a negotiation site to which the negotiator is not regularly scheduled to report.

e. Negotiations will take place during the negotiators' regular duty hours, normally between 0800 through 1700, Monday through Friday, at a time and date mutually agreed upon.

f. Union negotiators will be permitted to be assigned overtime during the negotiation period and to receive calls for the purpose of being assigned overtime jobs during the negotiation period, with minimal delay to the negotiation proceedings.

13. The Union team will have reasonable access to comparable facilities and equipment without expense to them at the negotiation site as the Employer's team will have including, but not limited to computer access, government telephones, copiers, and facsimile machines.

14. There will be no smoking in the negotiation room.

15. Caucuses will normally be limited to twenty (20) minutes and may be called by either party. The party calling the caucus will leave the negotiating room.

16. Unless mutually agreed upon, no recording devices will be used during the negotiation sessions. There will be no limit to the number of laptop computers used by either party. Cell phones, pagers, and/or other handheld devices will be on silent or vibration mode.

17. One observer may be permitted by mutual agreement at the respective party’s expense. Official time will be provided during travel to and from and attendance at negotiations. Observers, in addition to participants, at telephonic sessions will be announced in advance. Upon agreement by the parties, subject matter experts (SME) may participate in informative discussions with both parties at the table. Participating SMEs are not considered to be observers or representatives of either party.

18. When the language of a provision or an article has been agreed to, it will be reduced to writing, the last page signed and dated and preceding pages initialed and dated by each Chief Negotiator. Upon completion of the agreement which is fully acceptable to both parties, the Employer will prepare the agreement in final draft, for mutual reviewing and proofreading. Both sides are to be provided with an original signed article and an electronic copy.

19. Prior to declaring impasse on any article at the bargaining table, each party must present its last, best, and final offer, in writing, to the other. If no agreement can be reached by the parties, the services of the Federal Mediation and Conciliation Service (FMCS) will be requested within thirty (30) days of declaration of impasse. In the event mediation does not result in agreement, either party may request the intervention of the Federal Services Impasses Panel (FSIP). Use of FSIP and/or FMCS will be in accordance with the rules of the respective agencies.

20. If any article is at impasse after mediation attempts, then the Union and the Employer will submit their last, best, and final offers from the negotiation table to the Impasse Panel. The Union members engaged in the Impasse Panel process will receive reasonable amounts of official time to prepare and participate in such activity. The decision of the Panel will be final and binding. All decisions of the Panel will be governed by the applicable laws and regulations. To the extent permitted by law, the Panel is authorized to make determinations of negotiability.

21. The Union and the Employer will equally share the cost of any arbitration proceeding, including but not limited to the compensation and expenses of the arbitrator.

22. The Employer, upon the Union's request will negotiate with the Union when an item is returned as negotiable or negotiable as modified from FLRA or a qualified third party.

23. Nothing in these Ground Rules will constitute a waiver of the Union's rights or an employee's rights under Title 7, CSRA, or any other law, rule or regulation. Similarly, nothing in these Ground Rules will constitute a waiver of the Employer's rights such as, but not limited to, 5 U.S.C. 7106.

24. Whenever the negotiations conducted in accordance with these Ground Rules requires a response, submission, or other action it will be served pursuant to Article 5 Employer Rights and Obligations, Section 3.

B. Consistency with the National Agreement.

Immediately following the conclusion of negotiations of a local agreement and execution of the document memorializing that tentative agreement:

Step 1.

The tentative local agreement will be submitted to the Branch Chief of Labor Relations or designee for review for consistency with the National Agreement and to the National President of the Union for review by the Executive Committee of NAAE for consistency with the National Agreement. The Parties will have no more than ten (10) calendar days to accomplish the review.

1. If upon review for consistency the tentative local agreement is agreed by the Parties to be consistent with the National Agreement, the Branch Chief of Labor Relations or designee, will approve (thereby triggering Agency Head Review (AHR)) in writing the local agreement and notify the local Employer and Union. The 30 calendar day Agency Head Review pursuant to 7114 shall begin following the 10 calendar day review.

2. If upon review for consistency the local agreement is agreed by the Parties to be inconsistent with the National Agreement those sections in dispute will be returned to the local parties for resolution.

    a. The local parties will attempt to renegotiate the item(s) in conflict.

        i. If no agreement can be reached, the local parties will exchange best and final offers, in writing, and will request the services of the FMCS and/or FSIP as outlined in Section 4 A 19 of this Article.

        ii. Upon agreement the local parties will execute a document memorializing the agreement and return to Step 1.

    b. The parties may agree that those provisions of the local agreement not declared by either party's designated national representative to be in conflict with the National Agreement will be sent to AHR.

3. If upon review for consistency with the National Agreement, there is a dispute by the Parties concerning a conflict with the National Agreement, either Party may request mediation after applying the ground rules to discern issues of negotiability and/or impasse.

    a. If the provision is determined to be in conflict with the National Agreement, then the local agreement will be returned to Step 1b.

    b. If the provision is determined not to be in conflict with the National Agreement, then the local agreement will proceed to Step 2.

C. Agency Head Review.

Step 2.

Upon completion of Step 1 the local agreement will be submitted for Agency Head review.

1. If Agency Head review of a local agreement is not completed within thirty (30) calendar days, the local agreement will take effect the 31st day from submittal.

2. If Agency Head review of a local agreement results in an allegation that one or more of its provisions conflict with existing law, rule, or regulation and thus are non-negotiable under 5 U.S.C. 7117(c), written notice of this decision will be provided to the Chief Negotiator for the local unit with a courtesy copy to the National President. The decision must be postmarked within thirty (30) calendar days from the date of submission for Agency Head review.

    a. An item returned by Agency Head review as being in conflict with existing law, rule or regulation, will require the parties, at the request of either party, to renegotiate that item and all related items and provisions that are directly affected, including those that in whole or in part have been negotiated at the table in exchange or in consideration for the returned item to begin within twenty (20) calendar days from the date of the decision.

    b. If the Union disagrees with the Agency Head review the Union representative may file a negotiability appeal with the FLRA as provided in 5 U.S.C. 7117(c), filing the Union's petition within fifteen (15) days after receipt of the allegation of non-negotiability.

        i. If the FLRA determines the challenged provision(s) of the agreement are negotiable, those provision(s) will immediately go into effect the day after receipt of the FLRA decision unless the decision is appealed.

        ii. If the FLRA determines one or more of the challenged provisions are non-negotiable, and in the absence of an appeal of the decision by the FLRA, the Union may submit new proposals to the Employer designed to address and obviate the non-negotiability ruling of the FLRA and all related items and provisions that are directly affected, including those that in whole or in part have been negotiated at the table in exchange or in consideration for the returned item. Those proposals must be submitted within seven (7) calendar days after receipt of the FLRA decision. Negotiations will commence in accordance with these Ground Rules.

3. If no conflict is found upon Agency Head review of the Agreement, the Branch Chief of Labor Relations, or designee will notify the Union and the agreement will take effect upon notification.

Section 5. Ground Rules Above the Local Level (National/Regional)

A. The following Ground Rules will apply to all negotiations at the National and Regional level.

1. Individual proposed changes will not be implemented until all proposals have been negotiated to agreement or through resolution by the FSIP, to the extent required by and in accordance with law.

2. Disagreements concerning application and interpretation of these Ground Rules will be handled through arbitration by requesting a panel of arbitrators from FMCS and selecting one (1) arbitrator to hear the dispute. The Chief Negotiator for either Party may declare the parties in disagreement by submitting its written statement of position on the issue(s) in disagreement to the other party's Chief Negotiator. Each Party will serve a copy of its statement of position on the President of the Union and the Branch Chief of Labor Relations. The party initiating the declaration of disagreement will request FMCS to furnish the Parties the panel of arbitrators and will specify the place of the dispute (of arbitration) to be the location the Parties have selected to negotiate the proposed change under the terms of these Ground Rules, unless they mutually agree otherwise.

3. Once the Parties have exchanged counterproposals no new proposals or issues will be submitted without mutual agreement of the Parties. However, proposals, counterproposals, or modifications of proposals addressing issues already raised, related issues that arise as a result of discussions at the table, or as a result of information provided pursuant to 5 U.S.C. 7114 (b) (4) will not be deemed "new" proposals.

4. These Ground Rules may be modified by mutual consent. Any change or waiver of any Ground Rule will be reduced to writing and signed and dated by both Parties.

5. If these Ground Rules do not expressly address an issue, either Party may negotiate up to three (3) additional ground rules per side. The additional ground rules will be negotiated as soon as practicable after receipt. Initially, negotiations on these additional ground rules will be completed under alternative means (e.g., electronic, telephonic, or e-mail, etc.). This would not preclude face-to-face negotiations if practical (e.g., in connection with a scheduled meeting that would take place in the near future). Any necessary preliminary negotiations to complete these Ground Rules will proceed in accordance with these Ground Rules.

6. The Employer has determined that the Employer's negotiating team will

have up to five (5) members. The Union will be authorized to have up to the same number of Union negotiators on official time as the Employer has at the negotiating table. The numbers may be changed by mutual agreement of the Parties.

7. Each Union team member who is a Plant Protection and Quarantine (PPQ) employee will be on official time not to exceed forty (40) regular hours per week while negotiations are in progress.

8. Each Union team member will be provided a reasonable amount of official time for performing functions related to negotiating including but not limited to: proposal preparation; travel to and from the negotiation site; preparation for and appearance at FLRA, FMCS, FSIP and/or arbitration proceedings.

9. Both teams will come to negotiations with at least one member authorized to bind his/her Party and execute the agreement.

10. Times and dates of negotiations will not conflict with previously scheduled Employer or Union meetings or advanced annual leave.

11. Negotiations will normally be scheduled during periods that do not include holidays. Holidays may be worked only upon mutual agreement by the Parties.

12. To the maximum extent possible, national negotiations will be conducted telephonically and/or electronically. If electronic negotiations do not result in agreement, negotiations may, by mutual consent, be held on mutually agreed upon dates at a location identified by the Employer.

    a. Should face-to-face negotiations occur, each session will last one week or longer if mutually agreed; Monday and Friday will be for travel. Each session may be extended into the weekend if the Parties mutually agree. Negotiations will begin at 0800 and end at 1700 and will include a meal period. Negotiations may proceed beyond 1700, if mutually agreeable.

13. The Employer will provide a room for negotiations. If any expenses are required to obtain the room, the Employer will pay.

14. Should negotiations occur telephonically or in a home duty station, Union negotiators will be permitted to be assigned overtime during the negotiation period and to receive calls for the purpose of being assigned overtime jobs during the negotiation period, with minimal delay to the negotiation proceedings.

15. Incurred and necessary parking expenses will be paid by the Employer when an employee must go to a negotiation site to which the employee is not regularly scheduled to report.

16. For any face-to-face negotiation session, the Employer will pay airfare and lodging expenses for all Union negotiators and the Union will pay its own M&IE expenses unless otherwise agreed.

17. In the event additional face-to-face negotiations for a bargaining request must be scheduled, the same location, times, and travel reimbursements agreed to for the first session will remain in effect.

18. The Union team will have reasonable access to comparable facilities and equipment without expense to them at the negotiation site as the Employer's team will have including, but not limited to computers, government telephones, copiers, laptops, and facsimile machines.

19. There will be no smoking in the negotiation room.

20. Caucuses will normally be limited to twenty (20) minutes and may be called by either Party. During telephonic negotiations each party will have an Employer provided separate teleconferencing capability, at no cost to the Union. During face-to-face negotiation sessions, the party calling the caucus will leave the negotiating room.

21. Unless mutually agreed upon, no recording devices will be used during the negotiation sessions. There will be no limit to the number of laptop computers used by either Party. Cell phones, pagers and/or other handheld devices will be on silent or vibration mode.

22. One observer may be permitted by mutual agreement at the respective Party’s expense. Official time will be provided during travel to and from and attendance at negotiations. Observers, in addition to participants, at telephonic sessions will be announced in advance. Upon agreement by the Parties, subject matter experts (SME) may participate in informative discussions with both Parties at the table. Participating SMEs are not considered to be observers or representatives of either Party.

23. When the language of a provision or an article has been agreed to, it will be reduced to writing the last page signed and dated and preceding pages initialed and dated by each Chief Negotiator. During telephonic negotiations the article will be initialed/signed, dated and faxed between the Parties. After faxed signatures have been completed, there will be an exchange of articles with original signatures. Upon completion of the agreement, which is fully acceptable to both Parties, the Employer will prepare the agreement in final draft, for mutual reviewing and

proofreading. Both sides are to be provided with an original signed article and an electronic copy.

24. Prior to declaring impasse on any article at the bargaining table, each Party must present its best, final offer in writing, to the other. If no agreement can be reached by the Parties, the services of the Federal Mediation and Conciliation Service (FMCS) will be requested within thirty (30) days of declaration of impasse. In the event mediation does not result in agreement, the Parties will request the intervention of the Federal Services Impasses Panel (FSIP). Use of FSIP and/or FMCS will be in accordance with the rules of the respective agencies.

25. If any article is at impasse after mediation attempts, then the Union and the Employer will submit their best and final offers from the negotiation table to the Impasse Panel. The Union members engaged in the Impasse Panel process will receive reasonable amounts of official time to prepare and participate in such activity.The decision of the Panel will be final and binding. All decisions of the Panel will be governed by the applicable laws and regulations. To the extent permitted by law, the Panel is authorized to make determinations of negotiability.

26. An item returned by negotiability appeal as negotiable will require the Parties, at the request of either Party, to renegotiate that item and all related items and provisions that are directly affected, including those that in whole or in part have been negotiated at the table in exchange or in consideration for the returned item.

27. All face-to-face sessions before the FLRA, FMCS, and FSIP ordered procedures will be deemed bargaining sessions for the enforcement of official Government paid travel and lodging obligations under these Ground Rules.

28. The Union and the Employer will equally share the cost of any arbitration proceeding, including but not limited to the compensation and expenses of the arbitrator.

29. The Employer, upon the Union’s request will negotiate with the Union when an item is returned as negotiable or negotiable as modified from FLRA or a qualified third party.

30. Nothing in these Ground Rules will constitute a waiver of the Union’s rights or an employee’s rights under Title 7, CSRA, or any other law, rule or regulation. Similarly, nothing in these Ground Rules will constitute a waiver of The Employer’s rights such as, but not limited to, 5 USC 7106.

31. Whenever the negotiations conducted in accordance with these Ground

Rules requires a response, submission, or other action it will be served pursuant to Article 5, Section 3, Official Communication Between the Parties.

B. Agency Head Review

Immediately following the conclusion of national negotiations of any agreement or MOU and execution of the document memorializing that agreement, the agreement will be submitted to the Branch Chief of Labor Relations or designee for submission to the Department for Agency Head review in accordance with 5 U.S.C. 7114(c).

1. If no conflict is found upon Agency Head review of the agreement, the Branch Chief of Labor Relations or designee, will notify the Union and the agreement will take effect upon notification in accordance with Section 5.B.3 of this Article.

2. If Agency Head review of an agreement results in an allegation that one or more of its provisions conflict with existing law, rule, or regulation and thus are non-negotiable under 5 U.S.C. 7117(c), written notice of this decision will be provided to the National President of NAAE.

    a. Any item returned by Agency Head review as being in conflict with existing law, rule or regulation, will require the Parties, at the request of either Party, to renegotiate that item and all related items and provisions that are directly affected, including those that in whole or in part have been negotiated at the table in exchange or in consideration for the returned item.

    b. If the Union disagrees with the Agency Head review, the Union representative may file a negotiability appeal with the FLRA as provided in 5 U.S.C. 7117(c), filing Union's petition within fifteen (15) days after receipt of the allegation of non-negotiability.

        i. If the FLRA determines the challenged provisions of the agreement are negotiable, those provisions will immediately go into effect the day after receipt of the FLRA decision unless the decision is appealed.

        ii. If the FLRA determines one or more of the challenged provisions are non-negotiable, and in the absence of an appeal of the decision by the FLRA, the Union may submit new proposals to the Employer designed to address and obviate the non-negotiability ruling of the FLRA. Those proposals must be submitted within seven (7) calendar days after receipt of the FLRA decision. Negotiations will

commence in accordance with these Ground Rules.

3. Upon completion of an agreement and, following approval by Agency Head review, the agreement will become contractually binding. The Employer will post a copy of the agreement on the intranet. The Employer will also provide the web address with a link to the agreement to each bargaining unit employee.

ARTICLE 24. EMPLOYEE CONDUCT AND DISCIPLINE

Section 1. General Provisions

A. A disciplinary action, for the purpose of this Article, is defined as an official letter of reprimand, or a suspension for fourteen (14) calendar days or less.

B. Letters of caution and/or letters of warning or equivalents are not considered disciplinary and are not part of progressive discipline. Letters of caution and/or letters of warning or equivalents will have a limited retention period in local files as specified in Article 35 Personnel Records. In addition, employees may attach a rebuttal letter while they are on file.

C. The Parties recognize that disciplinary actions must be for such cause as will promote the efficiency of the Service and will generally be progressive in nature. The Employer further agrees to follow a policy in which the discipline relates fairly to the offense.

D. The Union will be given the opportunity to be present and represent an employee at any examination of an employee in the bargaining unit by a representative of the Employer 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.

E. The employee is entitled to be represented by the Union, an attorney, or other representative of his/her own choosing, at any stage of the proposed action.

F. The Employer will furnish a copy of the evidence file to the employee concurrent with the proposal notice being issued to the employee. The evidence file will contain all the information relied upon by the supervisor proposing the action. The evidence file will contain the complete investigative file. In addition, where the Employer has relied upon witnesses to support the reasons for the proposed action, the Employer will make available their identity and will provide the employee copies of all witness statements in the Employer's possession pertaining to the incident or accusation that is the subject of the proposed disciplinary action.

G. The Employer agrees that any disciplinary action taken will be appropriate to the specific offense and in accordance with applicable law, rule, and Governmentwide regulation.

H. The time limits for the oral conference and/or written reply may be extended by

the mutual agreement of the parties. A request for an extension of time must be submitted in writing, or if verbally then followed up in writing, within the initial time frame identified in the proposal notice.

I. Employees will be given a reasonable amount of time during orientation to read and ask questions on the Employee Responsibilities and Conduct, 5 C.F.R. 735.1, 5 C.F.R. 26.35 – ethics prior to signing a receipt acknowledging they have read and are familiar with the Code. This will normally be done within two (2) weeks of arrival on duty date.

Section 2. Procedures

When the Employer proposes to suspend an employee for fourteen days or less the following procedures will apply:

A. A notice of proposed disciplinary action will be provided to the employee prior to the effective date of the action. The proposed notice, as well as the material required under Section 1 (E) of this Article, will inform the employee of:

1. The proposed action;

2. The specific reasons for the proposed action;

3. The opportunity to review all evidence, on official time, that is relied upon to support the charge(s);

4. The right on official time to prepare and make an oral and/or written reply within fourteen (14) calendar days from receipt of the notice of the proposed action, raising any defense to a proposed disciplinary action allowed by applicable law and regulation, and if the employee wishes to make an oral reply, the request for an oral reply must be made within ten (10) calendar days of the date the employee receives the letter of proposal and all relevant information (See Section 1(E));

5. To whom the employee should furnish any supporting affidavits and other documentary evidence in support of the reply;

6. The right to representation by the Union, or by an attorney or other representative of his/her own choosing, in connection with the proposed action;

7. The right to receive and review the written report or recommendation of the oral conference officer (if any) together with the written decision; and

8. The right to a written decision, including the specific reasons for the decision, within a reasonable period of time.

B. If the employee responds, consideration will be given to the employee's answer(s). The Employer will issue a written decision including a statement of the employee's grievance appeal rights.

Section 3. Decision Making Factors

A. Disciplinary actions will be taken for just and sufficient cause and for only such cause as will promote the efficiency of the Service and will generally be progressive in nature. The Employer further agrees to follow a policy in which the discipline relates fairly to the offense.

B. The Employer will give due consideration to the relevance of any aggravating and/or mitigating circumstances. Consideration will include but not be limited to; relevant factors of penalty selection, commonly referred to as the "Douglas factors" which are identified below:

1. The nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional, or technical, or inadvertent, or was committed maliciously or for gain, or was frequently repeated;

2. The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and or prominence of the position;

3. The employee's past disciplinary record;

4. The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;

5. The effect of the offense on the employee's ability to perform at a satisfactory level and its effect on the supervisor's confidence in the employee's ability to perform assigned duties;

6. Consistency of the penalty with those imposed upon other employees for the same or similar offenses;

7. Consistency of the penalty with any applicable agency table of penalties;

8. The notoriety of the offense or its impact upon the reputation of the agency;

9. The clarity with which the employee was on notice of any rules that were

violated in committing the offense or had been warned about the conduct in question;

10. Potential for the employee's rehabilitation;

11. Mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, bad faith, malice, or provocation on the part of others involved in the matter; and

12. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

Section 4. Grievance Rights

An employee who is dissatisfied with the disciplinary action may file a grievance pursuant to Article17 Grievance Procedures of this Agreement. If arbitration is invoked, the arbitrator's decision will be in accordance with the provisions of Article 18 Arbitration of this Agreement.

Section 5. Off-Duty Conduct

In cases where a suspension is proposed for reasons of off-duty misconduct, the Employer's written notification provided for in Section 2(A) of this Article also will contain a statement of the nexus between the off-duty misconduct and the efficiency of the Service.

Section 6. Service on Union

A. The Union will be notified in advance of and given the opportunity to be represented at any formal discussion between the Employer and an employee regarding a disciplinary action or proposed disciplinary action, including a grievance concerning a disciplinary action. The mere distribution or dissemination of a proposal or decision letter does not constitute a discussion for purposes of this Section or an examination as detailed in Section 1(C).

B. For information on providing notice to the Union of disciplinary actions see Article 16 Notice to Employees, Section 1.

Section 7. Purging Files

Letters of caution and letters of reprimand will be purged from the employee's OPF and any local personnel files according to the limits established in Article 35 Personnel Records, and will not be referenced, cited, or relied upon in any personnel action initiated subsequent to the expiration date.

ARTICLE 25. ADVERSE ACTIONS

Section 1. General Provisions

A. An adverse action for the purpose of this Article is defined as:

1. A removal;

2. A reduction in grade;

3. A suspension for more than fourteen (14) days;

4. A reduction in pay; and

5. A furlough of thirty (30) days or less for employees serving in bargaining unit positions at the time the action is initiated.

B. The Parties recognize that adverse actions taken for disciplinary reasons will generally be progressive in nature if they are to correct the conduct of an offending employee. The Employer further agrees to follow a policy in which the remedy relates fairly to the offense.

C. The Union will be given the opportunity to be represented at any examination of an employee in the bargaining unit by a representative of the Employer in connection with an examination if:

1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and

2. The employee requests representation.

D. The employee is entitled to be represented during the action by the Union, an attorney, or other representative of his/her own choosing, in connection with the proposed action.

E. The Employer will furnish a copy of the evidence file to the employee concurrent with the proposal notice being issued to the employee. The evidence file will contain all the information relied upon by the supervisor proposing the action. The evidence file will contain the complete investigative file. In addition, where the Employer has relied upon witnesses to support the reasons for the proposed action the Employer will make available their identity and will provide the employee copies of all witness statements in the Employer's possession pertaining to the incident or accusation that is the subject of the proposed disciplinary action.

F. The Employer agrees that any adverse action taken will be appropriate to the specific offense and in accordance with applicable law, rule, and Governmentwide regulation.

G. Any of the time limits under the control of the Employer (i.e., not set by Statute) set forth in this procedure may be extended or waived by mutual agreement of the parties. Reasonable extensions of time will be granted by the Employer, on a case-by-case basis, upon good cause shown. A request for an extension of time must be submitted in writing, or if verbally then followed up in writing, within the initial time frame identified in the proposal notice.

H. Nothing in this Article will be construed as a waiver of either the Union's rights, the employees' rights, or the Employer's rights contained under Title 7 of C.S.R.A. or any other law, rule, or regulation.

Section 2. Procedures

A. In all cases of proposed adverse actions, except for emergency furlough actions, or where there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, the employee will be given thirty (30) calendar days advance written notice, including a copy of the evidence file and the material required under Section 1(E) of this Article, which informs the employee of:

1. The proposed action;

2. The specific reasons for the proposed action;

3. The opportunity to review all evidence relied upon to support the charges;

4. The right on official time to prepare and make an oral and/or written reply within fourteen (14) calendar days from receipt of the notice of proposed action, to a proposed adverse action allowed by applicable law and regulation and if the employee wishes to make an oral reply, the request for an oral reply must be made within ten (10) days of the date the employee receives the letter of proposal and all relevant information (See Section 1(E) above);

5. To whom the employee should furnish any supporting affidavits and other documentary evidence in support of the reply;

6. The right to representation by the Union, or by an attorney or other representative of his/her own choosing, in connection with the proposed action;

7. The right to receive and review the written report or recommendation of the oral conference officer with the written decision; and

8. The right to a written decision and the specific reasons for the decision within a reasonable period of time.

B. An official who sustains in whole or in part the proposed allegations against an employee in an adverse action will set forth his/her reasons in the decision letter including the specific reasons for the decision. A copy of this decision letter will be sent to the employee and a sanitized copy sent to the Union.

C. The decision letter will inform the employee of his/her option to appeal the action to the Merit Systems Protection Board, grieve through the negotiated grievance procedure, or pursue through EEO procedures, and will inform the employee that he/she will be deemed to have exercised his/her option to raise the matter under one procedure or the other at the time the employee timely files a notice of appeal under the applicable statutory procedure or timely files a written grievance.

D. The employee may elect to request the Union to proceed directly to Step 3 of Article 17 Grievance Procedure.

E. If the Union moves a matter to arbitration under this Article:

1. The arbitrator will be governed by Section 7701(c)(1)(B) of Title 5, United States Code (i.e., the Employer will bear the burden of proof) and the decision of the Employer will be sustained only if the Employer's decision is supported by a preponderance of the evidence;

2. The Employer's decision affecting any action under this Article will not be sustained if the Union:

a. Shows harmful error to the employee in the application of the procedures of this Article in arriving at such decision;

b. Shows the decision was based on any prohibited personnel practice; or

c. Shows the decision was otherwise not in accordance with the law.

Section 3. Decision Making Factors

In deciding what action is appropriate, the Employer will give due consideration to the relevance of any mitigating or aggravating circumstances. In deciding what action is appropriate, the Employer will give due consideration to the relevance of

any mitigating or aggravating circumstances. For a complete list of decision-making factors (the Douglas factors), please refer to Article 24 Employee Conduct and Discipline, Section 3.

Section 4. Off-Duty Conduct

In cases where an adverse action is proposed for reasons of off-duty misconduct, the Employer's written notification provided for in Section 2(A) of this Article also will contain a statement of the nexus between the off-duty misconduct and the efficiency of the Service.

Section 5. Service on Union

A. The Union will be notified in advance of and given the opportunity to be represented at a formal discussion between the Employer and an employee regarding an adverse action or proposed adverse action, including a grievance concerning an adverse action. The mere distribution or dissemination of a proposal or decision letter does not constitute a discussion for purposes of this Section or an examination as detailed in Section 1(C).

B. For information on providing notice to the Union regarding adverse actions, please see Article 16 Notice to Employees, Section 1.

ARTICLE 26. INVESTIGATIVE EXAMINATIONS

Section 1. Notice of Nature of Interview

The Parties recognize the Employer's right to conduct investigative examinations concerning employee misconduct and the employee's right to request representation during such interviews also called "Weingarten rights".

A. When an investigation is conducted by the Employer and the employee is the subject of the investigation, then the Employer will inform the employee of the general nature of the investigation.

B. Any employee interviewed as part of an investigation, above the level of the first-line supervisor, will be provided the Formal Interview Notification provided at the end of this Article to be signed by the employee.

C. If the employee reasonably believes the interview may result in disciplinary action against him/her, the employee may request Union representation, thereby triggering the "Weingarten rights".

1. Upon such request, the investigator will:

a. Continue the meeting and provide a written explanation as to why it was not a Weingarten meeting for which the employee was not entitled to representation;

b. Ensure the employee has Union representation to participate in the discussion. Such representation may be "in person" if the Union Representative is already on site, or by telephone if remotely located; or

c. Reschedule the meeting to allow the Union representative to attend.

Section 2. Employee Role

A. In any interview in which the employee is not the subject of a criminal investigation or has been advised of his/her rights under Section 1 above, the representative of the Employer has the authority to and will inform the employee that:

1. The employee must disclose any information known to him/her concerning the matter being investigated in response to specific questions;

2. The employee must answer to the extent of his/her personal knowledge any questions put to him regarding any matter which has a reasonable relationship to matters of official interest and may properly refuse to answer questions regarding matters which the Employer has no official interest, or which would require the disclosure of a privileged attorney-client communication protected and defined by law;

3. The employee's failure or refusal to answer such questions may result in disciplinary or adverse action; and

4. A false or misleading answer to any such question may result in administrative or criminal prosecution.

Section 3. Union Role

A. When the Union representative accompanies the employee to the interview, the role of the representative may include, among other lawful functions:

1. Clarify the questions;

2. Clarify the answers;

3. Suggest other employees who may have knowledge of relevant facts; and

4. Advise the employee.

B. The role of the Union representative will not be to:

1. Answer for the employee;

2. Disrupt the proceeding; and/or

3. Terminate or delay the proceedings.

C. Nothing in this section will be construed as a restraint on conduct of the Union representative in an interview when that conduct is in accordance with law.

Section 4. Record of Interview

No electronic voice recording or any media is allowable. This is applicable to the Employer, representative and the employee. Written notes taken serve as the record of the interview.

Section 5. When Interviews May Be Conducted

Employee interviews under this Article will normally be conducted during the employee's duty hours and at the employee's work unit, unless extenuating circumstances require otherwise. Employees will never be forced, absent their consent or a court order, to undergo an interview in their homes. Interviews continued beyond the employee's regular working hours will constitute hours of work and be compensated for by the Employer in accordance with law.

Section 6. Employee as Primary Information Source

Prior to interviewing anyone other than the subject of the investigation, the representative of the Employer will recognize and comport with its obligations to obtain all reasonable and necessary information from the employee, rather than others, in accordance with the Privacy Act.

This provision does not apply to audits and/or investigations conducted by the Office of the Inspector General or any office outside of APHIS or MRPBS.

Section 7. Notification

A. The Employer will provide annual notice to all employees of the Weingarten rights.

B. The Employer will assure that the AICB (Administrative Investigation Compliance Branch) investigators are aware on Weingarten rights of employees and will ensure compliance by the investigators.

C. The Employer will include a copy of the annual Weingarten notice as part of any formal new employee orientation program.

D. The Employer will provide the annual Weingarten notice on the APHIS Labor Relations web page.

E. The Employer will assure that supervisors are informed of and aware of employees' Weingarten rights.

Section 8. Criminal Investigations

Criminal investigations will be conducted within applicable laws, rules, or established guidelines. Employee rights will be given at the time of the criminal interview/investigation.

INVESTIGATIVE EXAMINATION NOTIFICATION

As a bargaining unit employee represented by a labor organization, you have the right to request representation by the labor organization (i.e., Union) at any investigative examination interview where you reasonably believe the examination may result in disciplinary action being taken against you. You may make this request at any time prior to or during the interview. If requested, the agency may opt to: suspend questioning and grant your request then resume the interview; discontinue the interview; or offer you the choice to proceed with the interview without a Union representative, or to forego the interview.

You may inquire if you are the subject of the investigation. You will receive an answer. If you are not the subject of the investigation, you may still be held responsible for any false statements you make or for any violation of the U.S. Department of Agriculture or APHIS Code of Conduct that you admit and for which you have not been granted immunity. Therefore, if at any time during the interview you reasonably believe you may be subjected to discipline as a result of your statements, you may request representation by the labor organization.

_____ _____

Signature of Employee Date

ARTICLE 27. PROBATIONARY EMPLOYEES

Section 1. Probationary Period

Employees will serve a statutorily required probationary period, generally for a period not to exceed one year. The Employer will utilize the probationary period as fully as possible to determine the fitness of the employee and will terminate his/her services during this period if he/she fails to demonstrate his/her qualifications for continued employment. In termination under this Article, the employee's separation from the rolls must be effected before the employee has completed his/her probationary period.

Section 2. Employee/Supervisory Obligations

A. During the probationary period, the employee is expected to become familiar with those regulations governing appropriate conduct as well as job performance expectations and will demonstrate fully his/her qualifications for continued employment.

B. Questions the employee may have concerning either conduct or job performance expectations should be addressed to the supervisor for clarification.

C. Upon request of the employee the supervisor will meet with the employee to counsel him/her in areas in which improvement is needed (i.e., conduct or performance).

D. Supervisors will monitor and evaluate probationary employees' conduct and performance.

Section 3. Termination

A. When the Employer decides to terminate an employee serving a probationary period because his/her work performance or conduct during this period fails to demonstrate his/her fitness or his/her qualifications for continued employment, the Employer will terminate his/her services by notifying him/her in writing as to why he/she is being separated and the effective date of the action. The information in the notice as to why the employee is being terminated will, at a minimum, consist of the Employer's conclusions as to the inadequacies of his/her performance or conduct.

B. When the Employer proposes to terminate an employee serving a probationary period for reasons based in whole or in part on conditions arising before his/her appointment, the employee is entitled to the following:

1. Advance written notice, stating the reasons specifically and in detail, for the proposed action;

2. Reasonable time for filing a written answer, and to furnish affidavits in support of his/her answer; and

3. Written notice of the decision, which, after considering the employee's written answer, will be delivered to the employee at or before the time the action will be made effective. The written answer will inform the employee:

    a. Of the reasons for the action;

    b. Of his/her right of appeal to the MSPB; and

    c. Of the time limit within which the appeal must be submitted.

C. The employee may request a meeting with a designated management official to discuss his/her deficiencies and the termination action.

Section 4. Appeal Rights

An employee may appeal to the Merit Systems Protection Board, in writing, the Employer's decision to terminate him/her under Section 3 above, in accordance with applicable law, rule, and regulation, currently set forth as 5 C.F.R. 315.

ARTICLE 28. HOURS OF WORK

Section 1. Scheduling

Except when prohibited by Governmentwide law, rule or regulation, or when the Employer determines it would be seriously handicapped in carrying out its functions or its costs would be substantially increased, the Employer will provide the following, consistent with 5 C.F.R. 610.121:

A. The administrative workweek will be seven (7) consecutive days, Sunday through Saturday.

B. The working hours in each day in the regularly scheduled workweek will normally be the same.

C. For employees whose basic workweek does not include Sundays, that basic workweek will be scheduled on five (5) days, Monday through Saturday, and the two days outside the basic workweek will be consecutive, when possible.

D. For employees whose basic workweek includes Sunday, the two days outside the basic workweek will be consecutive, when possible.

E. The basic non-overtime workday may not exceed eight (8) hours.

F. The occurrence of holidays may not affect the designation of the basic workweek.

G. Assignments to tours of duty will normally be posted for each pay period at least one week in advance of the beginning of the pay period. Employees whose tours of duty are changed after the initial posting will be notified in advance of the affected administrative workweek.

H. The Employer will make a reasonable effort to schedule a minimum of eight (8) hours between changes in tours of duty, unless the parties agree locally to a lesser period.

I. If the Employer relies on one of the exceptions in Section 1(A) above to schedule an employee differently than 1-8 above, the Employer will provide the Union the reasons upon written request.

J. An employee may request a special tour of duty (of not less than 40 hours) to take one or more courses at an educational institution that will equip him or her for current or future job-related enhancement within the Agency. Request for a special tour of duty must be submitted to the

employee's Union representative, who will provide the request to the employees' immediate supervisor for consideration. If a special tour of duty is approved for educational purposes, the employee will not be paid any premium pay solely because of the special change in tour of duty.

K. When mutually agreeable to the employees affected, qualified employees may trade work shifts, or duty stations with employees in similar positions consistent with the needs of the work unit and subject to advance supervisory approval.

L. Employees assigned training may have their tours of duty modified to effectively accomplish the training. In these situations, the employee will be notified at least three (3) days in advance of the change, when possible.

Section 2. Scheduling Standard

A. The procedures used for scheduling of employees will be accomplished in a fair and objective manner consistent with the needs of the work unit.

B. Employees performing work under Title 7 USC, The Plant Protection Act, as referenced in 7 CFR 354, may not have flexible schedules.

C. The Employer retains the authority to establish new tours of duty and shifts in order to accomplish the mission. The Employer will consult with the Union predecisionally over changes in the times, days, or duration of established and new tours of duty. The Employer will also provide reasonable notice to the Union and negotiate as required prior to implementation of such changes.

Section 3. Compensation Standard

A. Employees will be compensated for hours of work in accordance with applicable laws and regulations.

B. Payment information for picking up or returning a GOV is located in Article 49, Section 3.

Section 4. Alternative Work Schedule (AWS)

A. The Parties recognize that the use of alternative work schedules have the potential to improve Employer efficiency, employee morale, and provide improvements in service to the public.

B. Alternative Work Schedules are negotiable and will be in accordance with Title 5 U.S.C., Part III, Subpart E, Chapter 61, Subchapter II, and this Agreement.

C. Alternative Work Schedules will be deemed an exception to any conflicting provisions of Section 1 of this Article.

D. Either Party may propose an AWS to the extent consistent with law, rule, and regulation.

E. Proposed alternative work schedules will be established for an initial trial period of ninety (90) calendar days only. The trial period may be reduced upon mutual agreement. At the end of the ninety (90) calendar days, the trial period will end; the employee(s) will return to his/her original schedule; the parties will review the trial period and will negotiate the AWS if it is proposed to be established on a permanent basis. At any time during the ninety (90) day trial period, the Employer may terminate the AWS based upon an adverse impact; however, the AWS proposal may still be submitted to FSIP.

F. When the Employer asserts that a proposed AWS would have an adverse impact (i.e., a reduction in productivity, a diminished level of services furnished to the public, or result in an increase in operating costs (other than a reasonable administrative cost relating to the process of establishing an AWS)); the Employer will provide the Union, upon written request, a copy of the Employers' determination in writing. A duplicate copy of the Employers' determination will be forwarded to the appropriate union Regional Vice President and Regional Labor Relations Specialist.

G. Should the Employer determine that an existing AWS has an adverse impact on the work unit; the Employer will notify the Union of its intent to renegotiate and seek modification or termination of such existing AWS. Such notice will include an explanation of the basis for the Employer's decision in writing and an offer to negotiate the proposed modification or termination in accordance with this Agreement and the Statute.

H. Any affected bargaining unit member may at any time present to his/her union representative a written notice of the need for a significant personal hardship exemption from the AWS program. The union representative will provide the request to the employees' immediate supervisor for consideration. The Employer will provide the necessary notification to the Union prior to implementing a change to an AWS.

I. Either Party may request FSIP to resolve an impasse resulting from a proposed AWS.

Section 5. Meal Breaks

A. Tours of duty without meal periods may be established under specified circumstances in accordance with Agency rules and regulations. For detailed information regarding tours of duty without meal periods, please refer to HRDG

4610 in the Appendix A of this Agreement.

B. All employees scheduled to work five (5) or more hours in a workday must take a meal period, unless an exception has been granted in unusual circumstances. This applies to the regular workday as well as to overtime work.

C. The amount of time for a meal period is set according to local practice and requirements of the work. Meal periods are a set amount of time from a minimum of thirty (30) minutes to a maximum of sixty (60) minutes. Meal periods may begin no sooner than two (2) hours after reporting for duty and end no later than six (6) hours after the report time.

D. Normally, unpaid meal breaks will not be interrupted. Interrupted meal breaks will have any lost time restored as soon as the work is completed.

E. Employees who have a medical condition requiring special meal periods may submit a request for accommodation.

F. Normally employees will be afforded reasonable personal clean up time prior to the lunch period after performing filthy jobs or jobs requiring the use of toxic substances.

ARTICLE 29. TRAVEL – GENERAL REGULATIONS

Section 1. General Principles

A. The Parties agree that travel on government business will generally occur during an employee's normal duty hours. If any portion of travel must occur during non-duty hours or the employee requests to travel during non-duty hours and has supervisory approval, that portion of travel time will be treated as compensatory time for travel in accordance with applicable Agency and federal laws, rules, and regulations**.** This Agreement does not prohibit employees from requesting to travel during normal duty hours (e.g., if the employee must attend a meeting on Monday morning, the employee may request to travel on Friday). All deviations from official travel orders must be approved in advance on an MRP 10-R or successor form.

B. Employees may be responsible for any expenses they incur, while on official government travel, that are not pre-approved, or an official travel expense.

C. The Parties jointly agree that determinations regarding travel allowances and other travel related matters will be made based upon the current Federal Travel Regulations (FTRs), departmental regulations and any agency regulations that have been implemented in accordance with statutory obligations.

D. Employees may request to return home from a temporary duty station (TDS) after their assignment has been completed, but prior to their travel day, with supervisory approval and at no additional cost to the Employer. This travel time will be treated as compensatory time for travel in accordance with applicable Agency and federal laws, rules, and regulations.

Section 2. Notice of Travel Regulations

For more detailed information regarding travel, including the current FTRs, other applicable travel regulations, and contact information for specific travel question(s), please refer to the Appendix A of this Agreement.

Section 3. Mode of Transportation

A. Air Travel

Employees, whose official travel will be by air, are required to use a contract city-pair fare unless otherwise pre-approved for a deviation, and the deviation is in compliance with federal laws, rules, and regulations.

1. The Employer may authorize use of a fare other than a contract city- pair fare when:

a. Space on a scheduled contract flight is not available in time to accomplish the purpose of the travel, or use of contract service would require the employee to incur unnecessary overnight lodging costs which would increase the total cost of the trip;

b. The contractor's flight schedule is inconsistent with explicit policies of the Employer with regard to scheduling travel during normal working hours;

c. A non-contract carrier offers a lower fare to the general public that, if used, will result in a lower total trip cost to the Employer (the combined costs of transportation, lodging, meals, and related expenses considered). See the FTR for exceptions.

2. Any promotional benefits or materials received from a travel service provider in connection with official travel (including frequent flier miles) may be retained for personal use, if such items are obtained under the same conditions as those offered to the general public and at no additional cost to the Government.

B. Driving

1. When pre-approved on the travel authorization, an employee may use his/her privately owned vehicle (POV) for official government travel. The mileage rate will be paid in accordance with the FTR.

2. POV travel in lieu of air travel or other public transportation may be approved for official government travel when the Employer determines that such use is advantageous to the Government by employee submission of a cost estimate of each method of travel (Form MRP-13 or successor form(s)).

   If the employee does not travel by the method of transportation required by regulation or selected by the Employer, any additional expenses incurred will be borne by the employee and any excess travel time will be charged to annual leave.

3. Two (2) or more employees must obtain prior management approval for a common tour of duty when they are scheduled to travel together by POV or a government-owned, leased, or rented vehicle.

4. Employees may use their POV for official travel when authorized to commute to assigned work sites beyond their official duty station, even within the local commuting area, when a government-owned vehicle (GOV) is not available.

a. When the employee begins his/her trip from the official duty station, mileage expenses will be paid in accordance with the FTRs.

b. When the employee begins his/her trip from his/her residence and the same mode of transportation as his/her normal commuting means is used, the mileage reimbursement is limited to the amount that exceeds his/her normal commuting expense.

c. When the employee begins his/her trip from his/her residence and a different mode of transportation from his/her normal commuting means is used, the full amount will be reimbursed. Employees will obtain approval in advance.

5. The Employer will not require employees to use a POV for government travel. However, if the employee has pre-approval to use a POV, the Employer will not require use of the POV for car-pooling.

6. Employees who are issued a government-owned, leased, or rented vehicle must possess a valid State motor vehicle operator's license and have completed any other training required by the Employer (defensive driving, etc.). The use of a government-owned, leased, or rented vehicle is subject to applicable Agency and federal laws, rules, and regulations.

Section 4. Local Transportation While in Travel Status

A. The Employer may authorize use of local transportation, to include the use of bus, subway, or streetcar and is an allowable expense for local travel between places of business at the employee's official station or a TDY station, and between places of lodging and place of business at a TDY station or to places where meals can be obtained. Where the nature and location of the work at the employee's TDY station are such that meals cannot be obtained there, travel to obtain meals at the nearest available place is an allowable expense.

B. The Employer may authorize in advance, transportation in a GOV/POV for official purposes:

1. Between places of official business;

2. Between such places and places of temporary lodging when public transportation is unavailable or its use is impractical; and

3. Between 1 and 2 above and restaurants, drug stores, barber shops, places of worship, cleaning establishments, and similar places necessary for the sustenance, comfort, or health of the employee to foster the continued efficient performance of Government business.

Section 5. Rest Stops

A. A rest stop not in excess of twenty-four (24) hours at either an intermediate point or at the destination may be authorized for employees in approved travel status if:

   1. Either the origin or destination point is outside the continental United States (OCONUS);

   2. The schedule flight time, including stopovers, exceeds fourteen (14) hours;

   3. Travel is by a direct or usually traveled route; and

   4. Travel is by coach-class service.

B. The rest stop may be at any intermediate point, including points within the CONUS, provided the point is midway in the journey or as near midway as airline carrier scheduling permits.

C. A rest stop will not be authorized when an employee, for personal convenience, elects to travel by an indirect route resulting in travel time in excess of fourteen (14) hours.

D. When a rest stop is authorized the applicable per diem rate is the rate for the rest stop location.

E. When an intermediate rest stop is not authorized because of the requirements in part A above, normally the employee will be scheduled to arrive at the temporary duty point with sufficient time to allow a reasonable rest interval before reporting for duty.

Section 6. Travel for Employees with Special Needs

The Employer will provide reasonable accommodations to an employee with special travel needs by paying for additional expenses incurred (i.e., an attendant and their allowable expenses). The special physical needs must be clearly visible and discernible; or, substantiated in writing by a competent medical authority. The medical documentation must be current and identify the employee's restrictions.

Section 7. Government Travel Charge Card

A. Employees will use the travel charge card for all required official travel expenses unless the employee has an exemption. The use of the travel charge card is limited to expenses incurred in conjunction with official travel.

B. The following are some examples of the official travel expenses that are exempted from required use of the travel charge card:

1. Expenses incurred at a vendor that does not accept the travel charge card;

2. Laundry/ dry cleaning;

3. Parking;

4. Local transportation system;

5. Taxi, Uber, Lyft, or similar;

6. Tips;

7. Meals where use of the card is impractical (e.g., group meals or the travel charge card is not accepted); and

8. Phone calls.

C. The following misuses of the Government Travel Charge Card are prohibited:

1. Unauthorized charges and charges not associated with official travel;

    a. Personal charges and family member use of the card;

2. Charges while not in an official travel status;

    a. Use of the card in the vicinity of the official duty station or residence unless used in connection with official travel;

    b. Cash withdrawals from an automated teller machine;

3. Shared use of the card with another employee for official travel purposes;

4. Allow the travel card account to become delinquent;

5. Failure to use the card while on travel unless exempted;

6. Failure to pay accounts with sufficient funds;

7. Failure to properly use Government voucher reimbursements to repay travel expenses; and

8. Excessive cash advances, or cash advances not commensurate with official travel.

D. Proper use of the travel card reduces the need to cancel travel charge card privileges, eliminates the administrative burden of taking action against employees, lessens the stress for all involved, and preserves the reputation of USDA and its employees to achieve its mission and goals with integrity.

E. For more detailed information regarding the Government Travel Card Use regulations, please refer to the Appendix A of this Agreement.

Section 8. Advance of Travel Expenses

A. Employees are required to use the Government Travel Charge Card for all official travel expenses unless an exemption has been provided in accordance with the FTR. Exempted employees may have their travel expenses paid through a travel advance. The passenger transportation services may be paid by a centrally billed account.

B. Employees may apply for travel advances by submitting MRP Form 62-R, Employee Travel Advance Request (See Appendix A), or its successor form for the following expenses:

1. Cash transaction expenses (i.e., expenses that as a general rule cannot be charged and must be paid using cash, a personal check, or travelers check);

2. M&IE covered by the per diem allowance or actual expenses allowance;

3. Miscellaneous transportation expenses such as local transportation system and taxi fares; parking fees; ferry fees; bridge, road, and tunnel fees; and aircraft parking, landing and tie-down fees;

4. Gasoline and other variable expenses covered by the mileage allowance for advantageous use of a POV for official business; and

5. Other authorized miscellaneous expenses that cannot be charged using a Government Travel Charge Card and for which a cost can be estimated.

C. Employees may receive travel advances for non-cash transaction expenses (e.g., lodging, common carrier, and advance payment of discounted conference registration fee) in the following situations:

1. Government Travel Charge Card not expected to be accepted;

2. Government Travel Charge Card issuance denied;

3. The Employer has decided not to provide the employee a Government Travel Charge Card;

4. There is an official change of station and the Employer has determined that the use of a Government Travel Charge Card would not be feasible incident to a transfer, particularly a transfer to another agency; or,

5. Financial hardship would be incurred.

D. The amount advanced by the Employer may not exceed:

1. The estimated amount of the employee's approved cash transaction expenses.

2. On a case-by-case basis the Employer may advance up to the full amount of the employee's expected non-cash transaction expenses for an individual trip (or not to exceed a 45-day period for an open authorization) in accordance with Section 7(C) above.

Section 9. Per Diem

The Employer agrees to pay the maximum and authorized per diem allowances in accordance with applicable Agency and Federal laws, rules, and regulations. In instances meeting specific criteria, the Employer may determine that the maximum M&IE rate is not appropriate for certain travel assignment situations. For more detailed information regarding per diem rates including the current rates, please refer to the Appendix A of this Agreement.

Section 10. Managing Expenses

A. Obtaining travel authorizations, managing a Government Travel Charge Card account, and completing travel vouchers may be allowed during work hours, and is subject to supervisor approval. Employees may arrange, on official time, to temporarily receive and make payments of government credit card billings at their TDY work locations as long the use is limited on TDY assignments of more than three (3) weeks.

B. The Employer will reimburse the employee for any late payment fees that are a result of the Employer's failure to reimburse the employee within thirty (30) calendar days after receipt of a proper travel claim.

Section 11. Reimbursement of Expenses

A. The Employer will pay those expenses essential to the transaction of official business, and have been specifically authorized and approved including:

1. Transportation expenses;

2. Per diem expenses;

3. Miscellaneous expenses; and

4. Travel expenses of an employee with special needs as provided in the FTR.

B. The Employer will reimburse employees for the use of POVs, including mileage, road and bridge tolls, ferry fares, parking fees, etc. to the extent allowable by the FTRs.

C. The Employer will reimburse employees for miscellaneous expenses authorized in advance, including connection fees for e-mail communications, determined to be in the interest of the Government.

D. Employees will be reimbursed fees when traveling on an Airline Carrier that charges a fee for checked luggage and any other fee required for basic health and safety equipment or services necessary to air travel (e.g., airplane pay restrooms).

E. If the employee has applied for and not received a government calling card or government cell phone, or the employee cannot use Government telephones furnished in offices, then the employee may be reimbursed for phone calls determined to be in the interest of the Government and approved in advance.

F. In addition to emergency phone calls, calls determined to be in the interest of the Government include, but are not limited to:

1. A reasonable length call once a day to spouse, minor children, dependent family members, or anyone sharing residence with the employee to discuss household matters;

2. Calls placed to the local commuting area on day of return for notification of arrival times;

3. One call per week to a non-family member within the employee's local commuting area to notify him/her of traveler's safe arrival or check on traveler's residence (if item #1 above is not used).

Reimbursement for calls may not exceed $5.00 per day or the maximum amount allowable by applicable Governmentwide regulations, whichever is greater. Reimbursable telephone costs in excess of the daily allowance can be

covered from other day's unused allowances. Receipts for phone calls are required if the total expense exceeds $75.00. Travelers must input the following statement in the remarks section of the voucher no matter the cost:

"I certify that personal calls made during official travel comply with the requirements of DM 2300-001."

In emergency situations, an employee may request that an exception be made for reimbursement in excess of the $5.00/day limit.

G. An employee may voluntarily return home to their official duty station on non-workdays during a TDY assignment with supervisory approval. The maximum reimbursement for round trip transportation and per diem or actual expenses is limited to what would have been allowed had the employee remained at the TDY location.

H. Allowances for expenses will be paid in accordance with applicable travel regulations when an employee in travel status becomes ill or experiences a personal emergency, where emergency is defined in the FTR as:

1. Your becoming incapacitated by illness or injury not due to your own misconduct;

2. The death or serious illness of a member of your family; and

3. A catastrophic occurrence or impending disaster, such as a fire, flood, or act of God, which directly affects your home.

When these situations occur requiring immediate departure from the employee's temporary duty station, the employee concerned will contact the travel authorizing or approving official as soon as possible and the Employer will reimburse the employee for expenses incurred in returning to the employee's normal duty station.

Section 12. Employer Notice

A. In accordance with the FTR, the Employer will notify the employee when a travel claim is denied in whole or in part. Such notification will be in writing, clearly identifying the basis for non-approval.

B. The Employer will provide reasonable assistance for correct and proper completion of claims for travel expenses when requested by the employee.

C. Any denial of an employee's claim for reimbursement for official travel may be the subject of a grievance in accordance with this Agreement.

ARTICLE 30. OVERTIME AND PREMIUM PAY

PPQ delivers essential services to the public 24 hours per day 7 days per week. The need for Overtime services is dependent upon the mission(s) of the employee's particular workunit. Every employee may be called upon for overtime service providing that employee is Qualified and Available. Overtime is a condition of employment.

Section 1. Policy

A. The overtime system will be based upon voluntary participation supplemented by a mandatory backup system administered in a fair and equitable manner.

B. Within 120 calendar days of the date this Agreement becomes effective, local workunits "a" through "d" identified in Section 5 of this Article will meet at convenient times to swap proposals to negotiate Overtime. Workunits "e" through "h" in Section 5 will meet at convenient times to swap proposals to negotiate overtime by the end of the calendar year.

C. Those locations not identified in Section 5 are encouraged to begin drafting compliant overtime proposals within 120 calendar days of the date this Agreement becomes effective to select of one of the three systems provided below in Section 6.

D. The Employer will consult with the Union predecisionally, prior to proposing changes to the terms and conditions of employment concerning national overtime and premium pay.

Section 2. Qualified and Available

A. When the Employer determines to assign overtime to employees, initial consideration for assignments will be given to those employees who are available and qualified for the assignment as delineated below:

1. Qualified – Recognizing professional and non-professional job requirements, when an employee normally performs all the duties required for an overtime assignment or after an appropriate amount of on-the-job training (OJT) or when deemed qualified by the employee's supervisor to perform the overtime assignment.

    a. Available – Parameters to be determined at the local level through local negotiations with the understanding that all qualified employees in the local work unit will be considered part of the available pool of employees unless the employee has been provided a specific exemption by the supervisor and in

consultation with the union normally for a period of time not to exceed ninety (90) calendar days and may be extended upon request.

Section 3. Overtime Systems and Procedures

A. It is recognized that when possible advance scheduling of overtime assignments is desirable.

B. Employees may be required to perform all jobs in the same vicinity which can be reasonably initiated during the period for which they are receiving overtime compensation.

C. Supervisors will be assigned employee overtime work only on an "as needed" basis and only as a last resort when all other eligible qualified employees or are not otherwise available.

D. If there are issues with the application of overtime procedures the appropriate avenue of redress is the negotiated grievance procedure.

Section 4. Local Overtime Procedures

Local overtime procedures will be governed by this Article and shall include the following common procedures and arrangements:

A. Consideration for the safety and welfare of the employee as well as balancing work and family life when assigning overtime, with the understanding serving the public is the shared priority.

B. Consideration for the least cost to fill the overtime assignment.

C. Employees will be contacted for overtime assignments optimally by telephone or in person.

D. Employees may swap or exchange overtime assignments with supervisor approval. The exchange or swap must be between same or similar overtime assignments (e.g., full callouts for full callouts).

E. When work is able to be scheduled, consideration will be made to allow time for the employee to obtain a meal before an overtime job when that employee is coming off a full regular shift.

F. All available and qualified employees will have their names noted in their respective overtime systems. Employees may designate "Auto-refusal" or similar wording if they do not desire to work any overtime in an initial overtime assignment round.

1. See Appendix B for Optional items to consider, at the discretion of local negotiators:

    a. Procedures for assigning Excess Overtime (more than one job between TODs).

    b. Procedures when an employee has been assigned a job that conflicts with another assigned job.

    c. Procedures for emergency/ASAP jobs/geographic assignments.

    d. Procedures when an employee loses an overtime job as a result of a time change or consolidation of jobs.

    e. Procedures for assigning employees during a Holiday Shift.

    f. Procedures (or lists) for assigning employees to overtime at unique facilities.

    g. Separate assignment systems for different employee positions if such systems are required- (i.e. Officer, Technician, Canine, Identifier, Insect production, etc.).

    h. Procedures for availability during periods of leave of greater than ___days.

    i. Procedures to mitigate effects of moving from swings shift to day shift.

    j. Procedures for assigning jobs contiguous to the TOD.

    k. Separate procedures for assignment of scheduled overtime shifts vs. unscheduled overtime.

    l. Procedures for weekend or Holiday duty when an employee is responsible for fulfilling unexpected jobs during a period when other employees are off or otherwise unavailable. This maybe on a rotating or voluntary basis.

Section 5. Workunits to Negotiate Their Own Overtime Systems and Procedures

The following workunits will negotiate their own overtime systems and procedures. These locations have been designated special systems resulting from the complexity of work and/or multiple shifts and/or other unique factors:

A. Miami Plant Inspection Station

B. Honolulu

C. San Juan and Puerto Rico Predeparture Airports

D. Los Angeles (El Segundo) Plant Inspection Station

E. John F. Kennedy (J.F.K.) Plant Inspection Station

F. Elizabeth/Linden Plant Inspection Station

G. Houston Work Unit

H. Atlanta Plant Inspection Station

Section 6. Overtime Assignment System Examples

All other work units must select one of the following overtime assignment systems:

A. "Round Robin" – A sequential list of employees is created. The order of this list does not change. Each employee, in order, is asked if they will accept an overtime assignment. If no employee accepts, the first employee asked is obligated to perform the assignment and so forth until all overtime is assigned. The next overtime assignment starts with a request or "ask" at the point immediately after the last employee assigned.

   This system may be appropriate for smaller locations where there is only one shift.

   See Appendix B – Michigan Overtime Procedure for template.

B. Card File/"Points" or Hours—Each employee has an overtime card (or location in an electronic database) Points or hours are tabulated for jobs taken or jobs refused. The employee with the lowest number of hours or points will be asked first and so forth until all overtime is assigned. The cards or identifying method will be maintained in numerical order (by

hours/points). If the system permits, mandatory overtime assignments may be made with this identifying method (cards).

This system may be appropriate for a larger group of employes or for locations with more than one shift.

C. Geographic Assignment—A system where a state or several states are divided into areas of coverage where the primary obligation for overtime is assigned to the person covering a specific area. The backup or secondary system provides for an equitable distribution/responsibility for overtime coverage to employee(s) of other coverage area(s) when the employee assigned to primary coverage of an area is unavailable. This system is intended for larger geographic areas such as states that have several workstations with few or one employee at each station. An equitable system is established with intent to reduce the number of miles travelled by an employee to the overtime site. This system may be appropriate for an area such as a state with more than one workstation.

See Appendix C 'Staffing and Overtime MOU for Fumigation Facility at Rainer, Minnesota' as template.

Items to be negotiated for Local Systems (as applicable):

1. Procedures for re-assignment of jobs returned due to employee becoming sick after the job is assigned.
2. Employees on unscheduled Sick Leave (for being sick) are deemed unavailable for overtime until they return to work.
3. Employees on Scheduled Sick Leave for procedures, appointments or Family Leave/FMLA may remain Available for overtime assignment not in conflict with the scheduled leave.
4. Procedures regarding availability for Sick Leave taken before or during periods of extended Annual Leave.
5. Procedures for cancelling overtime jobs and the timing required for cancellation.
6. Procedures for availability, if any, during periods of annual leave.
7. Procedures for timely adding qualified new employees, including those transferring in, to the overtime list.
8. Mandatory Overtime List Procedures.

Section 6 provides core procedures "1" through "8" for the three available systems. In addition to the above, each local may negotiate up to 15 additional provisions to customize their assignment systems to make them work in their particular location. Any additional provisions beyond the 15 will need to be jointly approved by NAAE's President and Management in accordance with Article 3 Recognized Levels of Authority and Responsibility Section

2, Level 4, in an effort to keep agreements plain and simple.

Section 7. Employee Exemptions

The Employer may approve a temporary exemption from the requirement to work overtime for documented medical reasons in accordance with Article 32 Temporary Light Duty.

Section 8. Travel Between Multiple Job Sites During Overtime

For travel, POV mileage, tolls, and parking, see 41 CFR.

Section 9. Premium Pay

Import /Export premium pay (i.e., overtime, night differential, Sunday double time, and commuted travel time (CTT)) is paid in accordance with APHIS Directive 402.3 or its successor. CTT timeframes are paid as established in 7 CFR 354.2. Title 5 Overtime is paid in accordance with MRP HRDG Subchapter 4550, Premium Pay.

Section 10. Compensatory Time

A. When an employee's pay exceeds GS-10, Step 10, and the employee is FLSA exempt, then the supervisor may require the employee to take compensatory time in lieu of overtime pay for irregular or occasional overtime. See HRDG 4550 - Premium Pay.

B. Overtime work performed under 7 USC 7753 or successor, may not be earned as compensatory time off in lieu of overtime pay.

Section 11. Access to Documents

Upon request, the Union will be provided prompt, reasonable access to all records of overtime assignments to aid in resolving claims of unfair and inequitable overtime distribution, preparing for consultation or negotiation, and pursuing other legitimate employee or Union interests.

ARTICLE 31. SAFETY, HEALTH, AND WELLNESS

Section 1. General Principle

The Parties agree that a safe work environment is critical to both the employee and Employer. To this end, the Parties agree to work together to identify and remedy unsafe and/or unhealthy working conditions and/or work practices.

Section 2. Encouraging Safe Practices

A. The Parties insist employees practice safe working habits/practices, including the observance of and compliance with Employer and Federal safety and health regulations outlined in Section 19 of the Occupational Safety and Health Act of 1970, Executive Order 12196, and 29 C.F.R. 1960 or as amended. Links to the above documents may be found in the Appendix A at the end of this Agreement.

B. Employees and the Union may make safety and health suggestions through their first line supervisor, safety officer, Union representative, or member of a regional safety council.

Section 3. Alleviating Unsafe Working Conditions

A. The Parties agree that it is the Employer's responsibility to provide a safe and healthy work environment and the Parties agree to work together to alleviate unsafe or unhealthy conditions in the work environment.

B. Employer policy requires employees to eliminate safety hazards when possible, and report hazards which cannot be eliminated to their immediate supervisor. The APHIS Safety & Health Manual contains the procedure for reporting unsafe or unhealthy working conditions and may be found in the Appendix A of this Agreement.

C. The Employer will initiate prompt appropriate action to correct unsafe conditions whenever they are found to exist.

D. The Employer will provide reasonable security for employees working in potentially unsafe work sites including while on TDY.

Section 4. Employee Rights and Responsibilities

A. In accordance with the Occupational Safety and Health Act, the Employer will not discriminate against employees who properly exercise their rights under this Act. These rights include but are not limited to:

1. Filing a report of an unsafe or unhealthful working condition;

2. Participation in Employer occupational safety and health program activities; and

3. An employee may decline to perform an assigned task because of a reasonable belief that the task poses an imminent risk of death or serious bodily harm and there is insufficient time to utilize normal hazard reporting procedures.

B. Employees will follow safety guidelines, safety standards, and use the appropriate safety equipment provided while at work.

C. If an employee believes performance of his/her assigned duties will jeopardize his/her health or exceed his/her physical capabilities, then the employee will promptly notify the supervisor and request assistance or other appropriate options.

D. For detailed information regarding work restrictions and temporary light duty assignments, please refer to Article 32 Temporary Light Duty.

Section 5. Safety Equipment

Employer Responsibility

A. The Employer will provide employees with protective equipment in proper working order and provide training on the proper use and care of the government issued protective equipment as required and prescribed by applicable laws, rules, regulations, directives, and manuals.

B. When employees are required to perform duties that require full-face masks and the employee requires prescription glass inserts, the Employer will provide the inserts at no cost to the employee.

C. The Parties recognize that supplemental gear (e.g., steel toe boots, snake bite chaps, etc.) necessary to complete the mission and not provided in the uniform contract will be provided by the Employer.

Section 6. Union Membership on Safety and Health Committees/Councils

A. The Union will be permitted to appoint one member each to the national, regional, and, if established, field safety and health councils. In addition, the Union will be permitted to appoint one member to the APHIS Work Life Wellness Committee. Representatives of the Union will receive official time, travel, training, and per diem for duties performed as part of the councils, when

appropriate.

B. The safety committees will function within the parameters of their charters. Minutes from the regional safety committee meetings will be provided to the Union upon request.

C. Upon written request, the Union will be provided a copy of the contract maintained by the Employer with the Employee Assistance Program provider.

Section 7. Disaster Recovery Awareness and Emergency Communications

A. Each work unit will develop an Occupant Emergency Plan (OEP) containing guidance on emergency preparedness for a response to natural disasters, including inclement weather, tornadoes, hurricanes, earthquakes, and manmade disasters. The OEP will be posted at each work unit and updated annually.

B. In each work unit, the Employer may appoint an Emergency Coordinator, who will serve to advise employees of warnings received, and act to reestablish communications and operations as quickly as possible following an event. It is important that all employees be accounted for and their situation known. In emergency situations, employees may be permitted safe shelter in Employer controlled facilities. In the event that employees are on duty and not in the office during an emergency, the Employer will make a reasonable effort to contact and locate those employees.

C. The Employer will maintain an emergency contact list for emergency use. This information will be made accessible to all authorized employees, but will only be used for official business.

D. Employees may be offered first aid, CPR, and AED training.

Section 8. Temporary Duty

For specific information regarding safety and health issues while on a temporary duty assignment, please refer to Article 33 Domestic TDY in this Agreement.

Section 9. Declaration of an Emergency

The establishment and coordination of a declared emergency response to a pandemic or other emergency situation justifying a temporary change in existing Agency operations and conditions of employment will be made in accordance with applicable laws.

A. When announcing the establishment or continuation of the Agency's response to an emergency situation including a pandemic, the Agency will provide the NAAE President, upon request, a written statement of the connection between the emergency and corresponding response or change the Agency deems necessary.

B. All changes made to working conditions, due to and in response to the declaration of an emergency, will be rescinded and working conditions returned to *status quo ante* promptly at the conclusion of that emergency.

C. In some circumstances given the nature, scope, and operational tempo of an emergency, the Parties recognize that due to the speed of the response required, it may be appropriate for Management to first implement the necessary response to the emergency under 7106 (a)(2)(D). Management will give the NAAE President electronic notice of its implementation as soon as practicable, an explanation of why it is implementing prior to concluding negotiations, and a statement of its commitment to engage in post- implementation bargaining upon request of NAAE.

   As an example of such communication:

   > NAAE President,
   >
   > Management will be deviating from the Parties agreed to daily operating procedures in Puerto Rico effective immediately in response to the pending hurricane. Should the impacts of the hurricane continue to impact the Parties agreements or condition of employment, the Parties will attempt to meet as soon as possible to engage in collective bargaining to address the impacts and satisfy their obligations.

Section 10. Safety and Health Manual

A copy of the current APHIS Safety and Health Manual is accessible to all employees by using the Appendix A at the end of this Agreement. A copy of the manual may also be posted at fumigation sites when the location is remote and internet access is not available. All updates and/or changes to the APHIS Safety and Health Manual will bear the date of issuance.

An electronic version of Section 18 of the current EPA FIFRA is listed in the Appendix A of this Agreement. A hard copy of section 18 of the EPA FIFRA will also be posted in remote areas where internet access is not available.

Section 11. Occupational Health

A. The Occupational Medical Monitoring Program is designed for the protection of employees who are exposed to hazardous chemicals biological, radioactive materials, and hazards such as noise, which could be harmful to their health and welfare. Occupational medical monitoring specified under the program is an added safeguard and does not replace the need to work in an environment which limits exposure to hazardous material.

Supervisor's Responsibilities:

1. Review all job functions under his/her immediate supervisor to determine if employees are working with, or being exposed to, any hazard.

2. Inform employees of hazards associated with specific job functions.

3. Establish occupational medical monitoring for any employee working with, or being exposed to, a hazard.

4. Evaluate all requests by employees for occupational medical monitoring, including the type of hazard involved.

5. The Employer will authorize medical tests recommended by the APHIS Occupational Medical Monitoring Program (FOH) on APHIS Form 29 based upon hazard exposure.

Employee's Responsibilities:

6. Be knowledgeable of all hazards and hazardous materials that are handled and report to the supervisor unusual exposures.

7. Be alert in all work environments and report to the supervisor any unusual hazard that has resulted in an exposure, even if the employee is not working directly with the hazard.

8. Request approval from the supervisor for occupational medical monitoring whenever his/her health and physical well-being are jeopardized.

9. Employees may obtain immunizations (e.g., typhoid fever, rabies, tetanus, influenza, and Hepatitis B) through the occupational health program based on the review of APHIS Form 29 by the APHIS medical advisor.

10. An employee will report possible exposure (direct contact with human

blood, needle sticks, and human bites) to his/her supervisor immediately. The source will be tested if this status is unknown and consent is provided. The employee will also be tested for Hepatitis B and HIV activity. The employee will be provided medical treatment to evaluate the wound. Follow-up care and treatment, if necessary, will be handled under the Office of Worker's Compensation Programs (OWCP).

11. The Employer will comply with all public health requirements for reporting incidents of communicable diseases.

12. The Employer will provide and maintain standard First Aid kits in all work locations.

13. Employees may participate in the Fitness Subsidy Program provided specified criteria are met. Participation in the program allows employees to be reimbursed for a portion of the cost of the health fitness facility membership. Please refer to the Appendix A of this Agreement for more information on the Fitness Subsidy Program.

14. Under specified criteria, the Employer will request that MRP provide bottled water to employees when there is no access to potable water within a reasonable distance of the work site. Please refer to the Appendix A at the end of this Agreement for more detail on this policy.

Section 12. Illness or Injury at Work

A. Employees are required to follow the Employer's workplace injury and illness reporting procedures. For more detailed information regarding workplace injuries, procedures, and reporting requirements, refer to MRP 4791 Workers' Compensation Policy and Procedures Manual referenced in the Appendix A of this Agreement.

B. An employee injured in the performance of his/her duties will report the injury to his/her supervisor. The supervisor will provide the employee with the appropriate forms to file a Worker's Compensation claim; CA-1, "Notice of Traumatic Injury" and CA-16, "Authorization for Examination" and/or Treatment. The employee will complete the CA-1 form and submit the completed document to his/her supervisor as soon as possible, and, if not already sought, seek medical care and treatment.

C. If it becomes necessary for an employee to leave work because of an illness or injury and is unable to transport himself/herself, then the supervisor or designee will take the appropriate action to arrange for transportation.

D. Upon request, employees working outside normal duty hours will be provided instructions should an employee be unable to complete an assignment.

Section 13. Occupational Medical Examinations

A. Employees may request written justification for the basis for any medical examination ordered by the Employer.

B. The Employer will cover all costs for all officially ordered or offered examinations of employees conducted by a physician designated by the Employer. However, employees will cover all costs for a medical examination conducted by a private physician selected by the employee.

C. Employees may request a copy of all medical documentation generated in conjunction with an Employer ordered medical examination.

D. Employees are required to be fit-tested and undergo medical evaluation and clearance before performing tasks requiring the use of a respirator (e.g., filtering-face-piece; half face; full face; SCBA face piece; and powered air purifying respirators). For those work units where respirator protection is used, employees required to perform this duty will maintain the required medical clearance, updated as required with fit-testing performed annually. For further information regarding respirator clearance, refer to the APHIS Safety and Health Manual, Chapter 11, Section 3.

Section 14. Government Furnished Vehicles

For further information on regulations and safety requirements regarding GOVs, refer to the MRP 5400 Motor Vehicle Manual in the Appendix A of this Agreement.

Section 15. Miscellaneous Provisions

Information concerning asbestos exposure, radiation safety, Video Display Terminals (VDT), and other safety topics may also be found in the APHIS Safety and Health Manual. A copy of the Safety and Health Manual is provided in the Appendix A of this Agreement (Chapter 7, Section 10 Asbestos Abatement Program and Chapter 10, Section 7, Radiation Safety).

Section 16. Pesticide Treatments and Fumigations

A. The Employer will provide employees with all safety equipment and facility safety requirements necessary to perform pesticide treatments and fumigations in accordance with the appropriate related Agency manual (e.g., Treatment Manual, Aerial Application Manual, etc.) and Agency and Federal regulations.

B. The Employer will provide access to MSDS (Material Safety Data Sheets) at all work sites that have hazardous materials.

C. The Employer will advise employees of relevant changes to procedures for working with fumigants and pesticides concerning safety and health.

D. Copies of current compliance agreements will be made available to employees with a need for the information to perform their assigned duties.

E. Procedures describing the conditions necessary to cancel a pesticide treatment or fumigation can be found in the Treatment Manual (2-4-21) and in the Appendix A of this Agreement.

Section 17. Crossing Picket Lines

The Employer recognizes its obligation to ensure the safety and welfare of all employees and will take the appropriate action prior to requiring employees to cross picket lines in the performance of their duties.

ARTICLE 32. TEMPORARY LIGHT DUTY

Section 1. Purpose

This Article identifies the procedures for requesting temporary light duty assignments. Temporary light duty assignments are for non-job related injuries that are temporary in nature and expected to be of short duration (normally, less than ninety (90) days). Employees may request an extension, if necessary. Temporary light duty assignments incorporate duties that are within the specific medical restrictions for an employee. These procedures are separate and distinct from the procedures for requesting reasonable accommodation or for worker's compensation (job related injury or illness).

The denial of reasonable accommodation, in and of itself, does not prevent an employee from requesting temporary light duty under this Article.

Section 2. Privacy of Information

A. The employee will provide the following information when requesting temporary light duty using the form set out at the end of this Article or on such comparable form that the Employer may provide:

    1. The general nature of the condition requiring temporary light duty;

    2. The anticipated duration for the need for temporary light duty;

    3. Any work restrictions or other changes in working conditions required by the temporary condition; and/or

    4. The likelihood of sudden incapacitation.

B. The Employer's handling of medical records submitted pursuant to this Article will be handled according to the provisions of Article 35 Personnel Records, Section 3.

Section 3. Procedures for Requesting Temporary Light Duty

A. General

    1. Requests or requests for extensions for temporary light duty will be made in writing to the employee's supervisor or manager.

    2. Requests for temporary light duty must be accompanied by relevant medical documentation. The medical documentation is only required to contain the information in Section 2(A) of this Article. In specific

instances where the reason for the request is obvious, the supervisor may accept the Request for Light Duty completed by the employee.

3. If the employee does not provide any medical documentation or if the medical documentation is insufficient, then the request will be returned to the employee and the information necessary to respond to the request will be identified.

4. The employee will have two (2) weeks to submit any additional medical information requested. Upon written request from the employee, the period of time to provide additional medical documentation will be extended provided there is good cause shown.

B. Until such time as a decision has been made on the request for temporary light duty, the employee may request:

1. Sick leave, annual leave or leave without pay; or

2. Temporary work within his/her medical restrictions for a period not to exceed thirty (30) calendar days or until a decision in made on the request for temporary light duty.

3. The Employer will provide a decision on the request for temporary light duty within thirty (30) days from the date of receipt of the request from the employee. The decision will contain the reason(s) the decision was made and the name and title of the deciding official.

C. The employee has fourteen (14) days from the date of receipt of the decision on the request for temporary light duty to appeal an adverse decision to the Regional Director, or designee for review of the decision.

Section 4. Grievance and Appeal

An employee who has been denied a request for temporary light duty may file a grievance in accordance with Article 17 Grievance Procedure.

REQUEST FOR TEMPORARY LIGHT DUTY

Personal medical information provided to the Government is strictly controlled under the Privacy Act.

This form is to be completed by the employee's physician when requesting temporary light duty. Temporary light duty is for a non-job related injury that is temporary in nature and expected to be of short duration.

Name of Employee: _____

1. Please identify the general nature of the condition requiring temporary light duty:

2. Please identify the anticipated duration for the need for temporary light duty:

3. Please identify any work restrictions or other changes in working conditions required the temporary condition:

4. Please indicate whether there is the likelihood of sudden incapacitation:

_____

Signature of treating physician Date

ARTICLE 33. DOMESTIC TDY

Section 1. Purpose

A. The purpose of this Article is to set forth procedures for assigning bargaining unit employees to domestic temporary duty (TDY) assignments. The procedures provide for a volunteer process followed by a mandatory system for temporary duty assignments. The only exemptions from these provisions are bargaining unit employees who participate in the regional Incident Management Teams (IMT) and Emergency Support Function 11 (ESF-11) collateral duty employees (e.g., Desk Officers). However, the Parties may subsequently negotiate additional exceptions.

B. All types of domestic TDY assignments, including emergencies, all hazard TDYs and all other TDYs not covered by Article 44 Details, Special Assignments, and Temporary Promotions are covered by this Article. Training, conferences, meetings, or seminars will not be considered a TDY for the purposes of this Article. Where conflicts exist between this Article and the APHIS Mobilization Guide, this Article shall be controlling. The Parties agree that the procedures outlined in this Article and the APHIS Mobilization Guide do not apply to temporary foreign TDY assignments.

C. Each employee is tracked by the last date when he/she returned from a TDY assignment. This includes voluntary and mandatory assignments. Employees having completed a TDY assignment will be moved to the bottom of any voluntary or mandatory lists and listed by the return date of the TDY assignment. Employees having the same return date will be listed in order by Leave Service Computation Date (SCD). All references to SCD within this Article will be to the Leave Service Computation Date identified on employee's electronic pay stub.

    1. When a TDY assignment has not been completed since the implementation of this procedure in 2009, the sole criteria for tracking an employee on a volunteer list will be SCD seniority.

    2. When a TDY assignment has not been completed since the implementation of this procedure in 2009, the sole criteria for tracking an employee on the National Mandatory List will be SCD juniority.

Section 2. Domestic TDY Information

A. A domestic TDY assignment is defined as an assignment of more than ten (10) working days, including travel time, to a work location outside the employee's regular duty station.

B. A domestic TDY assignment normally will not exceed 28-calendar days (21-calendar days when the TDY assignment is administered above the PPQ level). However, the Employer retains discretion to extend or shorten a TDY assignment based on the nature of the emergency. To the extent possible, employees will be given at least ten (10) working days advance notification of any mandated changes to the length of the deployment.

C. It is in the interests of both Parties for selection procedures to be transparent. Lists compiled for voluntary and mandatory TDY assignments will be made available on the intranet.

D. The Employer may make TDY assignments by state or local level based on the fact circumstances of the emergency. In these cases, the qualified employees would be from the applicable state or local level. The Union may request a copy of the list used to select the employees.

Section 3. Volunteers

A. A volunteer is a bargaining unit employee who has identified himself/herself as being available for a specific TDY assignment as an act of free will. Volunteering signifies that the employee is willing to voluntarily begin deployment 24 hours from the date the period for volunteering closes.

B. Volunteers will be selected based upon qualification and availability.

C. Volunteers will be solicited by an electronic communication addressed to all PPQ employees. Normally, the Employer will provide at least 24 hours for volunteers to respond to the communication. The communication will provide specific information on all of the following:

1. the closing date and time for the period to respond;
2. the specific dates of the TDY assignment, when known;
3. the location and nature of the emergency;
4. expected work hours;
5. physical demands required;
6. specific qualifications and any specialty positions needed; and
7. recognize that the information may be subject to change.

D. The following criteria must be met in order for bargaining unit employees to be eligible to volunteer for a TDY assignment:

1. valid state driver's license;
2. permanently employed;
3. fully successful rating (satisfactory on ICS 225) on last evaluation of record, if available.

E. Employees participating in temporary promotions, special assignments, and/or details must obtain permission to volunteer for domestic TDY assignments.

F. Specific positions may be exempt at the discretion of the Employer. Examples may include but are not limited to Identifiers and Canine Officers. The Employer will notify the Union of any exempted positions.

Section 4. Selection Process for TDY Assignment

A. Upon completion of the period of time to respond to a communication to all PPQ employees soliciting volunteers, the Employer will rank employees on a volunteer list. Employees will be initially ranked in order by Service Computation Date (SCD) with the most senior employee first and then in descending order. However, employees with a date of returning from a TDY deployment since the implementation of this procedure in 2009 will be moved to the bottom of the volunteer list and listed by the TDY return date. Employees with the same return date will be listed in order by SCD. Volunteers will be selected from the list in the order of appearance based on availability and qualifications.

B. When a specific qualification (skill, knowledge, or ability) is required for a TDY assignment, the Employer will select the first available employee with the required qualification(s). If there is not an available employee on the volunteer list with the necessary qualification(s), then a qualified and available employee will be selected from outside the volunteer list in accordance with the mandatory procedures. For example, when the qualifications of a Plant Health Safeguarding Specialist are required, other bargaining unit employees may be passed over until an employee with the desired qualification is reached or the voluntary list is exhausted and the mandatory list is utilized.

C. The Hub may identify specific states as unavailable for TDY assignment due to ongoing emergency programs within the state. For example, employees within the state of California may be identified as unavailable due to intrastate emergencies.

D. The Employer may identify specific single pest eradication or control program work units (e.g., Potato Cyst Nematode, Emerald Ash Borer, and Citrus Health Response Program) with seasonal or intermittent workloads. Employees at these designated work units would receive priority consideration when volunteering for TDY assignments. The Employer will provide the Union courtesy notification of any such work units.

E. Employer requests for a priority volunteer selection exception for geographic areas of consideration (GAC) or other considerations not addressed in the TDY MOU will be brought to the National President for case-by-case consideration.

F. The supervisor may identify an employee as “unavailable” for a TDY assignment with the concurrence of the Field Operations Associate Deputy

Administrator or designee when staff reductions may result in the work unit's inability to accomplish required program activities.

G. The Employer will identify as "unavailable" employees returning from foreign TDY and/or developmental assignments for a period of twenty-one (21) calendar days upon return to his/her duty station. As with all emergency response operations, this is a general guideline that is subject to change based on the severity and scope of the emergency.

H. After qualified and available volunteers have been exhausted, the Employer will utilize the mandate procedures.

I. Employees may ask their supervisor for an explanation as to why they were determined to be not qualified for a TDY assignment. If an employee is not satisfied with the explanation, then that employee may utilize the grievance procedure.

Section 5. Notification Process for All TDY Assignments

A. Normally, employees will be provided as much advance notice of TDY assignment as possible, with a minimum of fourteen (14) days being desirable. However, some employees may be required to report on shorter notice for the initial TDY rotation. To the extent possible, the minimum reporting time for a mandatory TDY assignment from the date of the notice shall be 48 hours for employees in CONUS and seventy-two (72) hours for employees reporting from outside CONUS.

B. Initial notification should include the following information:

1. reporting data and anticipated length of assignment;
2. project intake duty station;
3. project information (i.e., specifics of the primitive working conditions and inherent physical demand requirements (if known));
4. uniform requirement;
5. contact person and telephone number;
6. additional (if any) pertinent information;
7. Union representative to contact for the TDY assignment.

Section 6. General TDY Information

A. All TDY eligible bargaining unit employees may be required to participate in the Government Travel Charge Card program.

B. When an employee is identified as unavailable or not qualified for TDY assignment, then the employee will be passed over if his or her name is reached on the National Mandatory TDY List.

C. When warranted due to the lack of available and qualified bargaining unit employees voluntarily requesting TDY assignments, employees will be mandated by using the National Mandatory TDY List. All bargaining unit employees will initially be placed on the National Mandatory TDY List by reverse Service Computation Date (SCD). New employees will be placed at the top of the list, but will not be mandated until all eligibility requirements have been met. Once an employee has completed a TDY assignment after the implementation of this procedure in 2009 (voluntary or mandatory), his/her name will be moved to the bottom of the National Mandatory TDY List and will be identified by the date of the completion of the TDY assignment. Employees having the same date of completion will be listed in order by completion date and reverse SCD.

D. Hazardous duty pay premiums will be paid when required by law, rule, or regulation.

E. Employees currently on TDY may be offered a TDY extension prior to the Employer utilizing any of the voluntary or mandatory lists.

F. Once the employee reports to the TDY induction site, then the service shall be counted as attendance at a TDY assignment.

G. Except in emergency situations, the Employer shall not contact employees while on annual leave for the purposes of making a mandatory TDY assignment. If an attempt is made to contact an employee, it will be on the telephone number provided by the employee for TDY contact, if any.

H. The Employer has determined that only law enforcement personnel, trained to carry a weapon will be required to perform armed military or police duties on Domestic TDY assignments.

I. The Employer may authorize a rest period not in excess of twenty-four (24) hours at either an intermediate point or at the employee's destination if:

    1. the origin or destination point is outside of CONUS;
    2. the scheduled flight time, including stopovers, exceeds fourteen (14) hours;
    3. travel is by a direct or usually traveled route; and,
    4. travel is by coach-class service.

    In addition, an employee may be granted up to two (2) hours of excused absence before or after a period of travel, if the time of departure from or arrival at the official duty site would not allow substantive work to be accomplished.

J. Upon an employee's notification of deployment of forty-eight (48) hours or less, that employee may be granted a reasonable amount of Administrative Leave, up to eight (8) hours in order to make preparations for the TDY.

K. The Employer may authorize per diem or actual expense and round-trip transportation expenses for periodic return travel on non-workdays to his/her home or official station under the following circumstances:

1. the Employer requires the employee to return to his/her official station to perform official business; or
2. the Employer will realize a substantial cost savings by returning the employee home; or
3. periodic return travel home is justified incident to an extended TDY assignment.

L. Volunteers may be reconsidered at the local level prior to a mandatory assignment. It is the employee's responsibility to attempt to identify a volunteer for his/her mandatory TDY assignment. All efforts to secure management approval for a substitute for a mandatory assignment must conclude without any delay in the deployment process.

1. A qualified and available employee, who obligates himself/herself to attend a TDY in another employee's stead, will receive TDY credit on the mandatory and voluntary tracking lists upon completion of the assignment.

2. Any employee who has secured a qualified and available substitute shall be deferred mandatory assignment for that round only, but shall remain at the same position on the National Mandatory TDY List for subsequent rounds.

Section 7. Union Representative Information

A. The Employer shall provide Union representative contact information provided by NAAE in printed project intake materials issued to the unit employee upon arrival at the TDY site.

B. Union representatives will be authorized travel and attendance at a TDY location in accordance with Article 11 Official Time.

Section 8. Safety and Health

A. Any Personal Protective Equipment (PPE) that is required on the TDY assignment will be provided to employees.

1. When employees are required to perform duties on a TDY assignment that requires full-face masks and the employee requires prescription glass inserts and does not already have them, then the Employer will provide them at no cost to the employee.

2. Employees required to perform duties on a TDY assignment that require advanced certification and/or medical clearance (e.g., fit testing and medical clearance for supervising methyl bromide fumigations) in accordance with Occupational Safety and Health Administration (OSHA) regulations will have the advance certification and/or medical clearance completed prior to deployment or during project orientation at the work site. The Employer will maintain certification records and medical clearance records.

B. The Employer will maintain safe project working conditions and equipment in accordance with government regulations and OSHA requirements. Employees will be cleared and trained for use of all safety equipment prior to the use of that equipment in accordance with OSHA regulations, when applicable, and any safety information provided with the equipment.

C. The Employer will provide reasonable security for employees working in potentially unsafe work sites.

D. Supplemental gear (e.g., steel toe boots, snake bite chaps, etc.) required by the Employer for the TDY assignment and not provided in the Uniform Contract will be provided to employees in advance of deployment or during project orientation at the work site. Supplemental clothing (e.g., cold weather gear, etc.) required by the Employer for the TDY assignment that is provided in the Uniform Contract and is not necessary for regular use in the employee's official duty station will be provided to employees that have already exhausted their annual uniform allowance in advance of deployment or during project orientation at the work site.

E. In advance of deployment or during project orientation at the work site, employees will be provided the opportunity to receive at the Employer's expense necessary vaccinations (e.g., Hepatitis B, seasonal influenza, tetanus, etc.).

F. The duties assigned to bargaining unit employees mandated to a TDY assignment will be consistent with the physical and medical requirements of the employee's position description to the extent possible.

G. If an employee believes performance of his/her assigned duties will jeopardize his/her health or exceed his/her physical capabilities, then the employee will promptly notify the supervisor and request another assignment. The supervisor will evaluate the request and make a decision based upon the employee's

explanation and the nature of the TDY assignment. The Employer may provide a temporary light duty assignment or other available work, return the employee to his/her regular duty station, deny the request with an explanation, or take other action as appropriate.

H. The Employer will maintain an occupational medical monitoring program in accordance with OSHA regulations, the APHIS Safety and Health Manual, and all other pertinent Federal, State and local requirements. Actual and/or potential exposure to job hazards will be addressed by the Employer who may order medical evaluations/clearances, testing, vaccinations, or medications. Every effort will be made to have medical monitoring completed prior to deployment; however, the very nature of emergency response may preclude having all medical monitoring processes completed prior to deployment. Until medical monitoring is complete and the employee is medically cleared, the employee will not perform duties which may actually or potentially expose them to the identified job hazards.

I. The Parties recognize that employee's regular family practice physicians may not have experience and expertise with employees deployed to outbreaks of pests or diseases threatening agricultural production and trade, other agricultural health situations threats to natural resources, threats to public health, agricultural terrorism, and all hazard incidents. After the Employer has made the decision to deploy employees for a TDY assignment, the Employer will provide sufficient information so that the employee can determine whether he/she should seek medical documentation for exemption from certain duties.

J. The Employer will provide the employee contact information to obtain medical and/or veterinary information as applicable, prior to or at demobilization regarding measures the employee should take before reintroduction to his or her household and shall bear the expense of any necessary prophylactic measures, including, but not limited to, vaccinations, medications, quarantines, and social distancing when required by quarantine or biosecurity protocols.

Section 9. Availability Exemptions

All requests for availability exemptions must be in writing and presented to the employee's supervisor. The documentation provided shall be used for determining situations when an employee may be excused from certain mandatory TDY assignments.

A. Medical Conditions

1. The Parties agree that requests for medical availability exemptions impacting employee TDY assignments are special cases where time is of the essence. The employee is responsible for providing the Employer with medical

documentation that precludes participation in the assigned TDY. Medical documentation precluding an employee from TDY assignment must be current (normally, within 180 days).

2. The APHIS Mobilization Guide contemplates that employees may be mandatorily detailed to natural disasters and other national emergencies that may have primitive living conditions and/or working duties not in the employee's job description with short notice. In those situations where the employee is provided short notice to perform duties that may be outside of their medical restrictions, the employee may request a medical unavailability exemption. These circumstances may necessitate a request from the employee without medical documentation to substantiate the request. The Employer will provide reasonable time for the employee to procure the medical documentation.

3. The employee must have his/her physician provide a narrative statement (based on a review of current medical documentation from his/her records) in response to each item listed below (See Request for Temporary Light Duty form at the end of Article 32 Temporary Light Duty):

    a. identify the general nature of the condition;
    b. identify the anticipated duration of the condition;
    c. identify any work restrictions or other changes in working conditions required; and,
    d. indicate whether there is the likelihood of sudden incapacitation.

4. The Employer will evaluate the request and make a decision on the medical unavailability exemption. The Employer may identify the employee as eligible for a medical availability exemption; dispatch the employee to the TDY assignment with temporary medical restrictions; forward the medical documentation for further review by the Employer's Medical Officer; deny the request in writing; or take other action as appropriate.

B. Serious Personal Obligations or Hardships

1. The employee must submit a detailed narrative explaining the nature of the obligations and provide supporting documentation.

2. If the personal obligation involves the health of a family member, the employee must provide a narrative statement from the family member's physician. The physician's statement must address the nature and severity of the illness (of the family member). The

physician's statement must also specifically address the employee's need to care for the family member. If a spouse or other family member cannot provide the care, then the statement must explain in detail.

3. If the personal obligation involves the care of a family member (i.e., elderly parent, child, etc.), the employee must provide a narrative statement explaining other options explored, and why these other options are not viable. Additionally, the employee must provide supporting documentation for the options explored and any responses from those sources.

C. Jury or Court Obligations

1. Employees may be considered to be unavailable for TDY assignment for periods during which the employee is obligated to service for jury duty. The employee must provide a copy of any summons or similar document to the employee's supervisor for consideration.
2. Employees may be considered to be unavailable for TDY assignment for period during which the employee is obligated to appear in court or under subpoena for testimony. The employee must provide a copy of the summons, subpoena, or similar documentation to the employee's supervisor for consideration.

D. Military Duty

The Employer will identify as an unavailable employee on National Guard, Reserve, or recall military duty.

E. Annual Leave

1. Prior to the start of the leave year each employee will be permitted to select, identify and receive approval for up to six (6) weeks of long- term annual leave, if accrued during the year or carried over from the previous year, in accordance with local negotiated procedures. Long- term annual leave is defined as annual leave approved for a minimum of a full work week and may be in 32-hour increments when there is a holiday. This long-term leave will be identified for purposes of this Article as unavailable for a TDY assignment.

   In those offices not selecting periods of annual leave at the beginning of the calendar year, the six (6) weeks of long-term annual leave must be identified, requested and approved during the calendar year at least thirty (30) calendar days prior to the

notification for TDY assignment to qualify as a period of unavailability.

2. When the long-term annual leave is annotated for unavailability for TDY deployment, the weekend (Saturday and Sunday) prior to the long-term annual leave and the weekend following the long-term annual leave will also be identified as not available.

3. Nothing in these provisions shall preclude an employee from requesting and receiving approval for additional periods of annual leave. If an employee with an additional period of annual leave is notified of a TDY deployment, then the employee may request to be considered for the next TDY deployment and be passed over on the TDY list. The Employer will make a decision on the request based on the employee's individual circumstances and the nature of the emergency.

4. The Employer retains the right to cancel leave during periods of an emergency.

5. If it becomes necessary in an emergency situation for the Employer to cancel approved leave for a TDY assignment, then the Employer will provide a written cancellation to the employee and will provide notification to the Union.

6. When cancelled leave results in an employee having excessive use or lose annual leave balance, then the employee must make an effort to request to use the annual leave during other periods of time before the end of the leave year. In addition, the Employer will continue to follow the rules and regulations for restoration of forfeited annual leave.

F. Union Activity

For PPQ administered emergencies, the Employer may consider Union representatives unavailable for TDY assignment when the Union representative is scheduled for meetings on official time at the national or regional level. This includes committee meetings and national consultative or negotiation meetings.

G. Return TDY Assignments

Major incidents may require one or multiple return assignments or rotations. As a general rule, an employee can expect to return to their home duty station for at least the same length of time they were on the emergency assignment. During this period of time, the employee would

be identified as unavailable for TDY assignment. For example, if the employee was on a TDY assignment for twenty-one (21) calendar days, that employee can expect to return home for a minimum of twenty-one (21) calendar days before the next rotation. As with all emergency response operations, this is a general guideline that is subject to change based on the severity and scope of the emergency.

H. Other Exemptions

The Employer will consider any other valid reason for TDY exemption not specified above, presented by the employee or the Union. This may include objections to certain types of work, or fixed schedule life events, such as graduations, weddings, school, college, etc., that normally do not require the taking of advanced annual leave.

I. Denials and Appeals Process

1. When the Employer denies an exemption request pursuant to this Article, in whole or in part, the employee shall be entitled to a written letter of denial. The letter will contain the justification for the denial and the alternative options the Employer may afford the employee.

2. An employee denied a request for an unavailable designation for TDY assignment may exercise his/her rights to initiate a grievance through an expedited grievance procedure. The expedited grievance procedure for a denied request for an exemption will be subject to appeal through the negotiated grievance procedures, but will be initiated at the Field Operations Associate Deputy Administrator level. No informal grievance is required.

ARTICLE 34. REDUCTION IN FORCE/TRANSFER OF FUNCTION

Section 1. Procedure

A. This Article covers actions taken pursuant to Title 5 C.F.R. Part 351 Reduction in Force. The Parties will follow all procedures prescribed in the most current edition of the applicable Governmentwide regulations (5 C.F.R. Part 351) and will apply those regulations when the Employer elects to exercise its rights under 5 U.S.C. 7106 (a) to reduce the workforce by means of Reduction in Force (RIF).

B. The Parties will also follow procedures in the following Department-wide and Agency regulations when not in conflict with this Agreement:

1. USDA Policies, including USDA Personnel Bulletin No. 351-1 (or successor issuances); and

2. MRP Directive 4351.1 (or successor issuances).

3. The Parties agree that there are no pre-existing agreements at any level of recognition regarding RIF that will carry forward into the enforcement of this Agreement. This Agreement supersedes all other agreements at all levels. This provision is not a bar to further negotiations specified by this Agreement.

Section 2. Notice

Union notice of RIF will be provided as follows:

A. The Employer will notify and provide the National President a copy of the request to conduct a RIF seventy-five (75) days prior to the effective date of a RIF action. The “75-day notification” to the Union will include the locations and positions to be impacted.

B. When a RIF is planned and notice is to be given the Union, the Employer will advise and consult with the Union on the potential RIF and the Union will be able to offer suggestions and alternatives for consideration to the Employer prior to issuing the official notification to the impacted employees.

C. After specific RIF notices are issued and upon request, the Employer will provide the Union a copy of the retention registers used for the RIF.

Section 3. Negotiations

A. Upon receipt of notification of an action proposed under this Article, the Union may submit proposals for bargaining over any substantive issues, appropriate arrangements as well as over impact and implementation as provided for in this Agreement.

B. Negotiations over matters covered under 5 U.S.C. 7106 (b) (1), the so-called "permissive" items, will only take place when elected by the Employer or as determined by competent regulatory or Judiciary authority.

C. The Union and the Employer agree any negotiations pursuant to an action taken under this Article will take place in an expedited manner and, to the extent possible, will be completed within the timeframe required for the Agency to complete the action as planned.

D. Negotiations over RIF actions taken under this Article will take place at the National level.

Section 4. Mitigation of Impacts

A. The following tools may be used by the Employer to mitigate the impact of RIF:

1. *Vacancies* may be used to mitigate the effects of a RIF.

2. *Directed Reassignments* locally or to other geographic locations may be used to mitigate the effects of a RIF.

3. *Voluntary Early Retirement Authority:* the Employer has the option to request Voluntary Early Retirement Authority (VERA) from the Office of Personnel Management through established channels for any downsizing. In any RIF involving the separation of bargaining unit employees, the Union may request that the Employer request VERA authorization from Office of Personnel Management (OPM). The Employer will reasonably consider all such requests.

4. A *Hiring Freeze* may be initiated to provide greater opportunity for placement for internal employees impacted by RIF during the period of the RIF.

B. Any other mitigation tools in effect at the time of the RIF.

C. The Union and the Employer will regularly remind employees to review their Official Personnel Folders and Statements of Earnings and Leave to ensure that their records are accurate. RIF retention service credit determinations and all computations concerning severance pay and retirement are based on this

information. Employees must contact their servicing Human Resources Operations office to update and/or correct their records.

D. The Employer will offer employees identified for removal from service, as a result of RIF:

1. The Interagency Career Transition Assistance Plan (ICTAP) for permanent employees in surplus positions administered by the Office of Personnel Management and will consider other Governmentwide programs that may be available at the time a RIF is conducted.

2. The U.S. Department of Agriculture (USDA) Special Selection Priority Programs, DR 4030-330-002, or successor issuances.

3. The MRP Career Transition Assistance Plan (CTAP), MRP Directive 4330.1, or successor issuances.

4. Other remediative programs that become available through Executive Order or Governmentwide regulations during the life of this Agreement.

Section 5. Competitive Areas and Competitive Levels

The Parties recognize that existing Federal Labor Relation Authority case law has determined that Competitive Areas and Competitive Levels are non-negotiable but will be assigned in conformance with 5 C.F.R. 351 and as supporting regulations identified in Section 2 above. (If there is a change regarding the negotiability of Competitive Areas or Competitive Levels, the Parties agree to negotiate as required).

Section 6. Restorations of Position or Grade

A. *Repromotion Rights:* Employees who have been downgraded as a result of RIF will be provided repromotion priority under the USDA Repromotion Placement Plan included in the USDA Merit Promotion Plan, or subsequent issuances. In order to receive repromotion placement consideration for series other than the one from which downgraded, or for field employees to be considered for other USDA positions in their commuting area, employees will have to provide their servicing Human Resources office with an updated application.

B. *Reemployment Rights:* Employees separated through RIF procedures will receive priority consideration for reemployment in accordance with provisions in the USDA Special Placement Program (or its successor).

Section 7. Transfer of Function

When Governmentwide regulations found in 5 C.F.R. Part 351 have delegated a procedural matter to the discretion of the Agency, the exercise of that procedural discretion will be a matter for negotiations, to the full extent permitted by law, prior to implementation of an action taken under this Article when the Union has timely requested negotiations under the Statute and this Agreement.

Section 8. Representational Rights

The Union will be given reasonable advanced notice, and an opportunity to be represented, at any formal discussion between one or more representatives of the Employer and one or more employees in the bargaining unit concerning RIFs, transfers of function, or furlough of thirty (30) days or more. Union participation at these formal discussions may be by telephone.

Section 9. Records

Upon written request, the Union will be permitted to inspect records the Employer used in establishing retention registers.

ARTICLE 35. PERSONNEL RECORDS

Section 1. Content of Personnel Folders

A. The Employer will maintain an Official Personnel Folders of employees. Only information authorized by law or regulation is to be maintained in such folders.

B. The Employer will remove from the employee's Official Personnel Folder and/or all local folders or files (i) a letter of reprimand no later than eighteen (18) months from date of issuance and (ii) a letter of caution, warning, or similar document memorializing information actions no later than nine (9) months from the date of issuance.

Section 2. Access to Personnel Records

A. The Employer will provide each employee, or his/her personal representative designated in writing, upon request, with access (electronically, via eOPF or hardcopy) for purposes of review and copying, in the presence of management representatives if the Employer requests, any document contained in the employee's Official Personnel Folder, or otherwise included as or deemed a part of that employee's personnel records, except those documents restricted by law or regulation. Upon request by the employee, this access will also apply, to the extent not prohibited by law, to evidence files and information for all proposed actions from suspension through removal as well as for disciplinary actions taken without a proposal.

B. The Employer will provide copies or the opportunity to copy any requested documents within a reasonable amount of time. If such provision is to exceed two (2) weeks from the date of the request, the employee or designated representative will be advised of the anticipated date of provision and reason for the delay and will be provided similar updates every two (2) weeks thereafter upon request.

C. Requests for access to Official Personnel Folders and/or other personnel records as defined in 5 C.F.R. 293 will be made in writing or electronically to the immediate supervisor or his/her designee. When feasible, the review of the Official Personnel Folder or other personnel record will take place at the requesting employee's duty station. When this is not feasible, it will take place at a site mutually agreed upon by the employee and/or Union representative and the Employer. This review will take place during the employee's tour of duty.

D. In the event the Employer denies the request of an employee for a copy of his/her personnel records, the Employer will provide a written explanation including the legal authority upon which the Employer relies to deny such a

request.

E. The Employer will not maintain or allow to be maintained any material in an employee's Official Personnel Folder that may adversely affect an employee's career unless the affected employee has been given notice of the adverse material and a copy, or the opportunity to copy it, before it is placed in the file. An employee may submit written comments or a rebuttal of 1 (one) page to the adverse material which, if submitted, will then become a part of the adverse material and kept in the same Folder if:

    1. The employee has exhausted the grievance process and arbitration is not invoked; and

    2. The employee has not appealed to MSPB.

    Comments or a rebuttal must be submitted to the Labor Relations Branch Chief within forty-five (45) days of receipt of the Step 3 decision.

Section 3. Protection of Personnel Records

A. All records, files, and documents will be made available only to authorized personnel and to any others entitled to the documents under applicable law, including 5 U.S.C. 7114 (b) and the Freedom of Information Act, and only for official use in conformity with the Privacy Act.

B. Employees may request a complete copy of the report that shows who accessed their eOPF, when and for what purpose.

Section 4. Notice of Supervisor Records

A. Records, notes, and diaries maintained by a supervisor with regard to employees are merely extensions or memorializations of the supervisor's memory and may be retained or discarded at the supervisor's discretion.

B. The Employer will not use such retained records, notes, or diaries as a basis for any disciplinary or adverse action against an employee unless the employee (1) has been shown and provided a copy of such record, note, or diary within a reasonable time after the date of the incident so recorded and (2) has been afforded a reasonable opportunity to submit a written response.

C. Employees will be notified if the Employer perceives a series of infractions or other events memorialized in the supervisor's records, notes, or diaries that collectively may lead to future disciplinary or adverse action, if continued (e.g., tardiness). The employee will be made aware of any such trends and the corrective action desired within a reasonable period of time and provided the opportunity to offer explanation and take corrective action before any

disciplinary or adverse action is proposed.

D. The Employer will not use such records, notes, or diaries as a basis for:

   1. A performance evaluation of marginal or unacceptable;

   2. Denial of a career ladder promotion, transfer, or reassignment; or

   3. Denial of a within-grade increase;

   unless the employee has been shown and provided a copy of such documentation within a reasonable period of time, not to exceed thirty (30) calendar days, after it has been determined the information will or may be used for such purpose, and is afforded reasonable opportunity to submit a written response before it is so used.

E. If an employee is shown a note, record, or diary as part of any administrative process, the employee may submit a written response and, if so submitted, the response must be maintained in the same file or folder with the note, record, or diary.

Section 5. Local Personnel Records

Personnel records maintained at the local work unit will be maintained in a confidential and secure location and pursuant to the accessibility provisions of Section 3 of this Article.

ARTICLE 36. OVERPAYMENTS: WAIVERS AND OFFSETS

Section 1. Requesting a Waiver

A. An employee who receives a notice of overpayment may request a waiver in accordance with applicable laws, rules, and regulations, by following procedures provided in the notice.

B. The Employer will process all requests for waiver of overpayment as expeditiously as practicable and in accordance with applicable laws, rules, regulations, and the provisions of this Agreement.

C. To the extent permitted by law, if an employee has applied for a waiver of overpayment, no overpayment will be collected until the employee's application has been decided.

D. The Employer will provide to the affected employee written notice as to whether the requested waiver has been granted, denied, or referred to the appropriate authority. A notice of denial in whole or in part will 1) state reason for such denial and 2) describe the applicable appeal process including identifying the appropriate authority to which the appeal may be filed.

E. Upon request, the Employer will provide to the affected employee a copy of the completed written report concerning his/her application for waiver.

Section 2. Requesting a Hearing

A. An employee who has been notified of an overpayment may file a petition to the Secretary of Agriculture (or designee) for a hearing or paper review not later than thirty (30) calendar days from the date the employee receives the notice of indebtedness, by following the procedures contained in the notice. Hearings will be held in accordance with the standards set by 7 C.F.R. 3.75.

B. If the hearing is not conducted by paper review or telephone, the Employer agrees to hold the hearing within the commuting vicinity of the employee’s work site. The employee will be in a duty status, and if necessary, the employee’s work schedule will be adjusted so that he/she can attend the hearing, or be available for a telephonic hearing, during normal business hours and on official time.

Section 3. Scheduling Repayment

A. When an employee has not requested or is not granted a waiver of overpayment, the employee will be permitted to schedule and make repayment in accordance with applicable laws, Governmentwide rules, and regulations

and this Agreement.

B. If an employee terminates employment with the Employer prior to the liquidation of any overpayment described in this Article, the Employer retains the right to satisfy any outstanding balance from any funds due to the employee.

C. Prior to initiating any debt collection proceedings, the Employer will provide the employee with a minimum of thirty (30) days advance written notice of the nature and amount of the indebtedness and the intention of the Employer to initiate proceedings to collect the debt through salary deductions. The notice will be delivered; by hand delivery or certified mail, to the employee's address listed on the employee's NFC Employee Personal Page (EPP). The 30-day advance notice is defined as thirty (30) calendar days from the first whole day after hand or certified delivery of the notice of Intent to Offset Salary. In addition to meeting other requirements, this notice will also: inform the employee that upon request the Employer will provide the employee copies of all records pertaining to the debt claimed if personal inspection of those records is impractical; offer a reasonable opportunity to submit additional documentation for review; and include a voluntary repayment agreement which allows the employee to select from the following options:

    1. Lump sum repayment by personal check;

    2. Lump sum repayment through salary offset in employee designated pay period;

    3. Salary offset at 15% disposable pay each period until debt is paid;

    4. Salary offset at an amount, set by the employee, in excess of 15% disposable pay each pay period until debt is paid;

    5. Salary offset at an amount, set by employee less than 15% disposable net pay, but not less than $25.00 each pay period until debt is paid; or

    6. Repayment plan as an alternative to salary offset, agreeable to the Employer.

Section 4. Offset Impact on Travel

Any travel advance is considered disposable income and may be subject to salary offset (garnishment) unless an "administrative hold" is requested and approved prior to issuance of the advance. Employees may submit requests for administrative hold to the appropriate specialist within the Leave and Compensation Team, MRPBS, HRO, for processing and approval. In addition,

employees whose disposable income is subject to salary offset may request to have their transportation costs paid by the Employer.

ARTICLE 37. POSITION DESCRIPTIONS

Section 1. Definition of "Position"

For the purposes of this Article, a position consists of all the current major duties and responsibilities the Employer has assigned or delegated.

Section 2. Definition of "Position Description"

The position description is a written record of the principal duties and responsibilities assigned to a position and collectively comprise the work assigned to an employee. The position descriptions will document duties that are performed on a regular and recurring basis and take up a significant portion of the employee's time.

Section 3. Employer Responsibilities

The Employer will ensure that position descriptions reflect the currently assigned duties of the employee and that significant changes in duties and responsibilities are reflected in the position description.

Section 4. Advance Notice

A. The Employer will provide every employee with a copy of the employee's position description upon written request and to each new employee when he/she reports to their duty station.

B. The Employer will provide the Union with:

1. Copies of proposed classification standards, for bargaining unit positions;

2. Proposed position descriptions for bargaining unit positions; and

3. Copies of proposed position descriptions for positions which are closely allied with bargaining unit positions.

C. The Employer will inform the Union as soon as possible of proposed changes to be made in the grade controlling duties and responsibilities of positions held by bargaining unit employees and in effected position descriptions.

Section 5. Initiation of Position Review

An employee may initiate a request for a position review by bringing to the attention

of his/her immediate supervisor or his/her designee, in writing, significant aspects of the employee's duty assignments that the employee believes his/her official position description does not cover. An employee may meet with appropriate management officials to discuss any position description problems. If the supervisor agrees that material differences exist, the supervisor will either arrange for the preparation of a new position description or amendment to bring the position up-to-date or take action to assign the employee the duties and responsibilities reflected in the position description of record.

Section 6. Classification Appeal

A. An employee has the right to appeal the classification of his/her position at any time.

B. The results of any classification appeal will be made effective and implemented in accordance with OPM rules no later than four (4) pay periods following the date of the certificate.

C. An employee who has filed a classification appeal will not be subjected to any penalty, reprisal, discrimination, or harassment because he/she has filed such an appeal.

Section 7. Employee Representation

An employee who has filed a classification appeal will be entitled to a Union representative at any meeting with the Employer concerning the appeal.

Section 8. Uniform Classification

The Parties will actively pursue consistent and accurate classification of all bargaining unit positions.

Section 9. Notice of Classification Review

The Employer will notify the Union President before beginning a nationwide classification review. The notice will identify the specific positions and grade levels to be reviewed and will be provided thirty (30) days in advance of the review, or within the time constraints imposed by higher authority.

ARTICLE 38. REASONABLE ACCOMMODATION (RA)

A. In accordance with Section 501 of the Rehabilitation Act of 1973, as amended, and other government-wide rules and regulations (29 C.F.R. §1630.2(h), and §1614.203)–pertaining to the employment of individuals with disabilities, the Agency is committed to affirmative action for the employment, placement, and advancement of qualified individuals with disabilities in recognition that reasonable accommodation removes the barriers preventing qualified employees from enjoying the same rights, benefits, and privileges as non-disabled employees.

B. Management will provide a reasonable accommodation to the known physical or mental limitations of qualified individuals with a disability, regardless of type of appointment, unless the Agency demonstrates that the specific accommodation the employee requests imposes an undue hardship on the operation of the Agency's program. This Article is not intended as a substitute for the broader accommodation provisions of Title VII of the Civil Rights Act of 1964 or the Rehabilitation Act, as amended, for employees with qualifying disabilities or personal religious beliefs and practices. The Parties recognize the duty to provide an effective reasonable accommodation is an ongoing one in that an employee may need one reasonable accommodation for a period of time and then, at a later date, require another type of reasonable accommodation. Management's duty to provide a reasonable accommodation is not exhausted by a single effort.

1. Requests shall be made in accordance with the Agency's directives, Department Regulations, policies, and established existing practices governing the processing of requests for reasonable accommodation by employees with disabilities.

2. If requested or referred, the Agency will provide an employee with information on filing a request for reasonable accommodation. An employee may request reasonable accommodation orally or in writing through an appropriate agent such as the supervisor. If submitted to the supervisor, the supervisor will notify and work with their respective Reasonable Accommodation Coordinator (RAC) to evaluate requests for RA within the prescribed timeframe.

3. Management is entitled to know that an employee requesting an accommodation has a qualifying disability requiring a reasonable accommodation when the disability and need for accommodation are not obvious or already known to Management. Only the Mission Area, Agency, or staff office RAC may make the determination as to whether the medical information the employee has submitted is sufficient to permit processing of the request for accommodation, including making

the determination as to whether the employee has a qualifying disability. If the Mission Areas, Agency, or staff office RAC concludes additional medical information is needed, it may request such information from the employee. Medical information shall be provided directly only to the Mission Area, Agency, or staff office RAC. If an employee has already submitted medical documentation in connection with a previous request for accommodation, the employee should immediately inform the RAC of this fact.

4. If Management requires an employee to go to a health professional of Management's choice, Management must pay all costs associated with the visit.

5. If the employee does not provide sufficient documentation from their own health care provider or other appropriate professional to substantiate the qualifying disability and the need for a reasonable accommodation, Management may deny the request in writing in accordance with DR 4300-008, Denied Requests. Extensions may be granted to the time frame so long as there is a showing of good-faith effort to engage in the process.

6. Medical information must be sufficient to explain:
   a. The nature and duration of the person's disability,
   b. The limitations, scope of limitations, and restrictions related to the disability,
   c. The need for RA or Personal Assistant Services (PAS); and
   d. How the requested RA will assist the person with applying for a job, performing the essential functions of a job, or enjoying the benefits and privileges of employment.

7. The RA Coordinator may share certain information with an employee's supervisor or other management official(s) as necessary to make appropriate determinations on a reasonable accommodation request. Medical information obtained in connection with the RA process must be kept confidential. Confidentiality applies to all aspects of the RA process and may be disclosed only in circumstances as outlined in USDA DR 4300-002, Confidentiality Requirements. Normally the information will be restricted to the limitations and the information needed to make a management decision.

C. The Parties recognize that individual accommodations will be determined on a case-by-case basis, taking into consideration the employee's specific disability, existing limitations, the work environment, the Agency's program needs to accomplish its mission, the essential functions of the job, and the employee's specific requested accommodation, its reasonableness, and its effectiveness in addressing the work limitations brought on by the qualifying

disability, together with any undue hardship imposed upon Agency as governed by Code of Federal Regulations.

D. If a reasonable accommodation request is denied, the employee may request reconsideration of the decision. Upon receipt of a written denial, a requester has ten (10) business days to request reconsideration from the appropriate management official. After receiving a request for reconsideration, the second line supervisor will render a decision and notify the requester in writing within fourteen (14) business days of receiving the request for consideration. Should an employee wish to pursue a negotiated grievance, after a response to a request for reconsideration, the employee will have fourteen (14) days to file in accordance with Step 2 of Article 17 Grievance Procedure.

E. Examples of reasonable accommodation may include, but are not limited to, job restructuring, part-time or modified work schedules, maximizing telework opportunities, acquisition or modification of equipment or devices, the provision of readers and interpreters, and other similar actions. For examples of accommodations, please see USDA DR 4300-008, Reasonable Accommodations and Personal Assistance Services for Employees and Applicants with Disabilities.

F. Before considering reassignment as a reasonable accommodation, employers should first consider those accommodations that would enable an employee to remain in his/her current position. Reassignment is the reasonable accommodation of last resort and is required only after it has been determined that: (1) there are no effective accommodations that will enable the employee to perform the essential functions of his/her current position, or (2) all other reasonable accommodations would impose an undue hardship. However, if both the employer and the employee voluntarily agree that transfer is preferable to remaining in the current position with some form of reasonable accommodation, then the employer may transfer the employee.

G. Those engaged in the RA process should do so in an expeditious manner in order to eliminate unnecessary delays. It is expected that the decisions regarding accommodation shall be rendered within thirty (30) business days of the date the request is received, absent extenuating circumstances.

H. Assistance or representation in the interactive process is a personal choice. Consistent with the Departmental Regulation, the Union can provide that assistance so long as it does not create a conflict of interest for the Union, violate privacy interests, or violate the Rehabilitation Act.

I. MEDICAL INFORMATION

1. Management is entitled to know that an employee has a qualified disability that requires a reasonable accommodation. In some cases, the disability and need for accommodation will be obvious or otherwise already known to management. To provide an effective RA, supervisors and Managers are entitled to relevant information that is necessary to understand the employee's restrictions and limitations related to essential job functions.

2. Pursuant to the Rehabilitation Act, medical information and records obtained and maintained in connection with the reasonable accommodation process must be kept confidential. This means that all medical information obtained in connection with a request for reasonable accommodation must be kept in files separate from the individual employee's personnel file.

3. Pursuant to the Rehabilitation Act, medical information and records obtained and maintained in connection with the reasonable accommodation process must be kept confidential. This means that all medical information obtained in connection with a request for reasonable accommodation must be kept in files separate from the individual employee's personnel file and may not be shared or otherwise disclosed, except that the RA Coordinator, as stated in the employee's eligibility letter, may share the employee's limitations and the duration of the medical condition or disability with the supervisor and/or another Agency officials as needed. Any information that is disclosed must be no more than is necessary to process and implement the request.

J. RELIGIOUS ACCOMMODATION

1. Management will reasonably accommodate an employee's bona fide religious beliefs and practices in accordance with 29 C.F.R. 1605, unless it, "demonstrates that accommodation would result in an undue hardship on the conduct of its business."

2. Commonly considered accommodations are: (1) flexible scheduling; (2) voluntary substitutes or swaps of shifts and assignments; (3) lateral transfer and/or change of job assignment; and (4) modifying workplace practices, policies, and/or procedures.

ARTICLE 39. PERFORMANCE APPRAISAL

Section 1. Policy

This article is intended for the Pass/Fail Performance System.

It is the Employer's policy to operate a performance appraisal program in a manner which is consistent with applicable statutes, regulations, and this Agreement.

A written performance plan will be provided to each employee covered by this Agreement at the beginning of each appraisal period (normally within 30 days). The performance plan includes the dates of the appraisal period, and performance elements and standards.

Section 2. Definitions

A. *Appraisal Period:* The official appraisal period for which a performance plan must be prepared, during which performance must be monitored, and for which a rating of record must be prepared is October 1 through September 30 of each year. The minimum performance appraisal period is ninety (90) days. If an employee has not served at least ninety (90) days at September 30, the rating official may extend the appraisal period accordingly.

B. *Critical Element:* A work assignment or responsibility of such importance that unacceptable performance on the element would result in a determination that an employee's overall performance is unacceptable. Such elements must be used to measure performance only at the individual level.

C. *Element Rating:* The level of performance assigned to a specific performance element, as measured by a comparison of accomplishments to the performance standards established for that element. The two possible element ratings are Fully Successful and Does Not Meet Fully Successful.

D. *Employee Performance File (EPF):* A folder containing an employee's ratings of record and the associated performance plans for the most recent four (4) years.

E. *Inability to Rate an Employee:* When a rating of record cannot be prepared at the time specified, the appraisal period will be extended, such as, when the employee has not met the 90-day minimum rating period at the end of the appraisal period. Once the conditions necessary to complete a rating of record have been met, a rating of record will be completed as soon as practicable.

F. *Minimum Appraisal Period:* The minimum 90-day period of performance that must be completed before a performance rating may be prepared.

G. *Performance:* The accomplishment of work assignments or responsibilities as described in an employee's performance plan.

H. *Performance Plan:* The written document, or approved electronic alternative, that communicates to the employee what is expected of the position. A plan must include all elements, and their respective performance standards and measures on which the employee will be evaluated.

I. *Performance Standard:* The management-approved expression of the performance threshold(s), requirement(s), or expectation(s) that must be met to be appraised at a particular level of performance. A performance standard may include, but is not limited to, quality, quantity, cost-efficiency, timeliness, and manner of performance.

J. *Progress Review:* Quarterly review assessing progress toward the standards and measures in the employee's performance plans; clarifying existing expectations, as necessary; and discussing potential concerns about meeting expectations or any obstacles hindering the employee's capacity to meet the expectations, and how they'll be handled.

K. *Rating Official:* A representative of management, generally the employee's immediate supervisor, who establishes the employee's performance plan; provides the progress review; prepares an interim appraisal, as applicable; and prepares the final rating of record.

L. *Rating of Record.* The formal evaluation and summary rating of an employee's performance as compared to the elements and standards for performance over the entire appraisal period.

M. *Reviewing official:* A representative of management, generally the employee's second-level supervisor, who reviews and approves the performance plan; interim appraisal, as applicable; and rating of record.

N. *Unacceptable Performance:* An employee's performance that fails to meet established performance standards in one or more critical elements of such employee's position.

Section 3. Employee Responsibilities

A. All employees are responsible for:

1. Carrying out the performance expectations defined in their performance plans, including meeting applicable milestones;

2. Participating in **quarterly** discussions with their rating officials concerning the development of performance elements, standards and measures and participating in their progress reviews and performance appraisals;

3. Ensuring they have a clear understanding of their performance expectations and how performance relates to the mission of the organization and requesting clarification from the rating official, if necessary;

4. Taking responsibility to improve their own performance, performing at their full potential, supporting team endeavors, and continuing professional development.

5. Identifying work problems and cooperating to resolve them with rating officials; and,

6. Seeking performance feedback from their rating official and, as appropriate, from internal and external customers.

7. Employees are encouraged to provide the reviewing official an accomplishment report, if requested, doing so is not mandatory.

    a. If desired, employees may provide examples where they have consistently demonstrated: Initiative, creativity, innovation, completing assignments earlier than expected timeframes and going above and beyond initial requirements. In addition to meeting all the criteria of the Fully Successful standard, consideration will be given to significant accomplishments which exceed the established standards, as determined by the rating official.

Section 4. Employer Responsibilities

A. Rating officials are responsible for:

1. Communicating performance expectations clearly and holding employees accountable, monitoring performance during the appraisal period and providing performance feedback to employees, developing employees, making meaningful distinctions for assigned ratings based upon performance, fostering and rewarding excellent performance, and taking appropriate actions to address performance not meeting expectations.

2. Conducting quarterly progress reviews, giving feedback on the quality of performance during the appraisal period, and preparing ratings.

3. Engaging the employee in the process of establishing and documenting the employee's performance plan.

4. Preparing performance ratings in a timely manner and recognizing and awarding employees commensurate with their performance and/or contribution.

Section 5. Rating Performance

A. To be eligible for a rating of record, an employee must have worked under a performance plan for at least the 90-day *minimum period*. If necessary, the appraisal period will be extended until the minimum rating period has been met before a rating of record is issued.

B. At least once each quarter during the appraisal period, the employee's rating official must conduct a progress review assessing progress the standards and measures in the employee's performance plans; clarifying existing expectations, as necessary; and discussing potential concerns about meeting expectations or any obstacles hindering the employee's capacity to meet the expectations, and how they'll be handled.

C. A written record of rating will be issued to each employee as soon as practicable after the end of the appraisal period, normally within thirty (30) days. The rating of record consists of ratings for each element in the performance plan, and the assignment of a *rating of record*.

Section 6. Temporary Duty Assignments (Details) and Temporary Promotions

A. For details and temporary promotions for 120 days or less, performance will be established and applied in accordance with USDA DR 4040-430, Performance and Awards, Section 5. Performance Management.

Section 7. Employee's Performance File (EPF)

The ratings of record and the associated performance plans for the most recent four (4) years (or longer as required) will be maintained in the EPF. The information in the EPF will be safeguarded and maintained pursuant to Article 35 Personnel Records, Section 3.

Section 8. Individual Development Plans (IDP)

As a part of the performance planning process, each employee is encouraged to

discuss short- and long-term learning and developmental goals with the supervisor and develop an IDP. The IDP includes approved elective training, education, and developmental activities in which employees may engage to improve their knowledge, skills, and abilities and ultimately, job performance. The IDP should be set forth in an electronic system such as AgLearn, on Form AD-0881, Individual Development Plan, or subsequently approved form.

Section 9. Unacceptable Performance

A. If at any time during the performance appraisal period an employee's performance is determined to be unacceptable in one or more critical elements, the rating official must:

1. Notify the employee of the performance element(s) for which performance is unacceptable; and,

2. Inform the employee of the performance requirement(s) or standard(s) that must be attained to demonstrate acceptable performance.

The rating official should inform the employee that unless his/her performance in the critical element(s) improves to and is sustained at an acceptable level, the employee may be reassigned, reduced in grade, or removed. See also Actions Based Upon Unacceptable Performance as addressed in Article 40 and Article 42 Within Grade Increases (WGI).

B. **Demonstration Opportunity (DO):** For each critical performance element in which the employee's performance is unacceptable, the rating official must afford the employee a reasonable opportunity to demonstrate performance at the Fully Successful level in the respective element(s). The DO is not a developmental opportunity or an opportunity to merely improve performance.

1. A DO will allow for a minimum opportunity period of sixty (60) calendar days to demonstrate acceptable performance unless a single failure or series of related failures could result in loss of life, injury, breach of national security, or great monetary loss.

2. The identity and description of the performance deficiencies in the performance elements and standards for which the employee's performance is at the unacceptable level.

Section 10. Miscellaneous Provisions

A. Prior to the early termination of a previously announced evaluation period, the Employer will normally give employees at least thirty (30) days' notice of termination of the evaluation period.

B. Performance expectations must be communicated to employees before employees may be held accountable for them. The employee will not be required to sign a pre-dated performance plan.

C. Employees are expected to exercise due diligence in performance of their assigned duties. However, the Employer will give appropriate consideration to matters beyond the employee's control when evaluating performance standards and elements.

D. Employees may utilize the grievance procedures when they believe a manager is not following the Employer's performance appraisal process.

E. The Employer will give appropriate consideration to duties performed outside of the employee's job description.

ARTICLE 40. ACTIONS BASED UPON UNACCEPTABLE PERFORMANCE

Section 1. General Provisions

A. The actions covered by the provisions of this Article include reduction in grade and removal for unacceptable performance for employees serving in bargaining unit positions at the time the action was initiated under 5 C.F.R. 432.

B. Nothing in this Article will be construed as a waiver of either the Union's rights or the employee's rights contained under Title 7 of the C.S.R.A. or any other law, rule, or regulation.

C. No employee will have a performance based action processed against him/her that relies in whole or in part on a position description under which he/she is not working or on performance expectations that have not been communicated to the employee consistent with the terms of this Agreement or law.

D. The employee may request or accept an offer from the Employer for a change to a lower grade due to his/her unacceptable performance in his/her current position in the absence of a Performance Improvement Plan.

E. Prior to initiating an unacceptable performance action, against an employee, the Employer will initiate a Demonstration Opportunity ("DO") plan in accordance with Article 39 Performance Appraisal. The employee will be provided a reasonable period of time to improve his/her performance to an acceptable level.

F. Where sufficient improvement to meet the marginal level or above has not been demonstrated during the improvement period, the DO may be extended for a reasonable period of time.

Section 2. Notice to Employee

An employee whose reduction in grade or removal is proposed under this Article will be provided with at least thirty (30) calendar days advance written notice along with a copy of the evidence file which identifies and states:

A. Specific instances of unacceptable performance by the employee on which the proposed action is based;

B. The critical elements and performance standards of the employee's position involved in each instance of unacceptable performance;

C. That the employee will receive a reasonable amount of official time to review the material relied upon to support the proposed action and to

prepare an answer orally and/or in writing;

D. That the employee has the right to be represented by the Union, an attorney, or other representative of his/her own choosing;

E. That the Employer will provide a written decision, including the specific reasons for the decision, within a reasonable period of time.

Section 3. Notice to Union

For information on providing notice to the Union of actions based upon unacceptable performance, see Article 16 Notice to Employees, Section 1.

Section 4. Procedures

A. An employee against whom an action is proposed under this Article will be provided with reasonable time (normally 14 days) from receipt of notice of the proposed action and all information as set forth in Section 2 above to review all material relied upon by the Employer and to answer the proposed action orally and/or in writing. The employee may submit affidavits and/or other documentary evidence in support of the answer. If the employee wishes to make an oral reply, the request for an oral reply must be made within ten (10) calendar days of the date the employee receives the letter of proposal and all documentary information relied upon in the proposal. The employee will be given the right to review any written report or recommendation of the oral reply and make corrections or submit his/her own version of the report within a reasonable amount of time if corrections are not mutually agreeable.

B. An employee will have the right to raise any defense to the proposed action allowed by applicable laws and regulations.

C. The deciding official will carefully consider the employee's oral and/or written replies in rendering his/her decision.

Section 5. Extension of Time

A. Any of the time limits set forth in this Article may be extended or waived by mutual agreement of the parties except those dealing with an employee's appeal rights to the Merit Systems Protection Board or the EEOC.

B. Reasonable extensions of time will be granted by the Employer on a case-by-case basis, upon good cause shown provided the request is within the time limits identified in the proposal notice.

Section 6. The Agency Decision

The decision to retain, reduce in grade, or remove an employee:

A. Will be made within a reasonable period of time after the date of expiration of the notice period or the date of the employee's timely written and/or oral response; and

B. In the case of a reduction-in-grade or removal, will be based only on those instances of unacceptable performance by the employee occurring during the one-year period ending on the date the notice was issued under Section 2 above, and for which there has been compliance with the notice and other requirements of this Article.

Section 7. Appeal Rights

A. An employee aggrieved by an adverse decision under this Article may appeal the action to the Merit Systems Protection Board or file a grievance under the grievance procedure found in Article 17 Grievance Procedure, but not both.

B. An employee will be deemed to have exercised his option under this Section at such time as the employee timely initiates an appeal to the Merit Systems Protection Board or timely files a written grievance under the provisions of this Agreement, whichever action occurs first.

C. An employee who elects to appeal an action to the Merit Systems Protection Board may be represented by the Union or an attorney or other representative of his/her own choosing.

ARTICLE 41. EMPLOYEE INCENTIVES & RECOGNITION

Section 1. Education

The Employer will assure that Managers are aware of and understand the Employee Recognition Program, to include changes in the awards/recognition system, and the different award options available.

Section 2. Types of Awards

The types of awards available are:

A. Quality Step Increase (QSI)*

B. Time Off Award

C. Achievement (formerly Spot Award, Extra Effort, and Performance)

D. Suggestion or Invention

E. Non-monetary award

*QSIs are not precluded by the pass/fail performance system.

Categories and amounts of Monetary Awards and Time Off Awards (TOAs) will be determined in accordance with the current awards and recognition program in accordance with USDA DR 4040-430.

Section 3. Design of Program

The Parties will promote participation on all levels in the application of the USDA DR 4040-430 Employee Performance and Awards. The Parties are encouraged to develop and evaluate incentive award programs.

Section 4. Suggestions

A. Employees are encouraged to be innovative and creative. At his/her option, the employee making the suggestion may furnish a copy to the Union representative who may submit recommendations concerning the suggestion to the appropriate level of management. The responsible official or coordinator for suggestions at the approving level will acknowledge receipt of the suggestion in addition to the final decision on all suggestions. If the employee does not receive a response within thirty (30) days from the manager to whom the suggestion was submitted, he/she may elevate the suggestion to the next

level of management with a copy to the manager to whom the suggestion was previously submitted.

B. Recognition should be given to those employees whose suggestions are implemented. The evaluation of the contribution will be measured by tangible or intangible benefits.

Section 5. Reporting

A. Upon Union request, the Employer will provide an annual listing of bargaining unit employee awards. This list will contain the names of the employees, the amount of the award given, the reason for the award, and the submitting individual.

B. By January of each calendar year, this report will be provided to the respective union Regional Vice-President.

ARTICLE 42. WITHIN-GRADE INCREASES (WGI)

Section 1. General Provisions

A. This Article is applicable only to General Schedule employees occupying permanent positions within the bargaining unit. Acceptable level of competence (ALOC) determinations is made solely for the purpose of determining whether an otherwise eligible employee is entitled to a within- grade increase (WGI). Such determinations will be based on the most recent official rating of record.

B. WGI will be granted to all employees whose most recent official rating of record is Pass (or its equivalent) or higher.

C. Absent an official rating of record or notice of the withholding of a WGI, WGI will be granted at the appropriate time.

D. The standard of proof to be borne by the Employer in denial of a WGI will be that standard established by law.

Section 2. Procedures

A. The acceptable level of competence determination will be made by the employee's immediate supervisor in a fair and objective manner.

B. The supervisor will use the last rating of record in making the acceptable level of competence decision.

C. If the supervisor decides to withhold a WGI, the employee will be given thirty (30) days notice in advance of the WGI due date within which to demonstrate performance at an acceptable level of competence. This notice will be provided through the issuance of a demonstration opportunity (DO) plan in accordance with Article 40 Actions Based Upon Unacceptable Performance. If thirty (30) days in advance of the within-grade due date the employee is on a DO that includes a warning, the within-grade may be withheld, and then no additional notice will be required. If the employee's performance improves to the Pass level (or its equivalent), the notice will be canceled.

D. If the employee's performance does not improve to the Pass level (or its equivalent), the WGI may be denied. When a WGI is to be denied, the employee will be informed that his/her WGI is being withheld as soon as possible. The written notification will include the reasons for the negative determination, the areas in which the employee must improve in order to be granted a WGI in the future, and a description of the type(s) of assistance the Employer will make available. The written notification will also contain the right to request reconsideration from an appropriate management official who will be

identified in the notice.

Section 3. Effective Date

A. When an employee's work is determined to be of an acceptable level of competence in accordance with the requirements of Section 2(A) of this Article, the effective date of the WGI will be the first day of the first pay period following completion of the waiting period.

B. If a negative acceptable level of competence determination is changed upon reconsideration or appeal, the effective date for the WGI is the date on which it would have been due.

C. When an acceptable level of competence determination is not made on a timely basis through administrative error, oversight, or delay, the determination will be made based upon the employee's performance during the period that would have been covered had the determination been made in a timely manner. The effective date for the WGI is the date on which it would have been due.

D. In the situation described in Sections 3(B) and (C) above, an employee will be paid an amount equal to all or any part of the pay, allowances, or differentials, as applicable, including interest (if applicable), the employee would have earned or received during the period if the withholding of the WGI had not occurred, less any amounts earned by the employee through other employment during that period (i.e., the difference between what the employee actually earned and what he/she would have earned during the period in question).

Section 4. Procedures Following Withholding

A. After withholding a WGI, the Employer will determine, at a minimum, whether the employee's performance is at an acceptable level of competence after 90 days following the original due date for the WGI. If the new determination is again negative, the employee must again be so notified.

B. After a WGI has been withheld, the Employer will grant the WGI on the first day of the first pay period after the Employer determines the employee has demonstrated an acceptable level of competence.

Section 5. Appeals

Appeals under this Article are subject to the grievance procedures set forth in Article 17 Grievance Procedure.

Section 6. Limitations On Use

Determinations that an employee is not performing at an acceptable level of competence will not be used to dispose of questions of misconduct not directly related to job performance.

Section 7. Notice To Union

When the Employer presents written notice to an employee withholding a WGI, the Employer will provide the employee with two copies of the notice, one which states, "THIS COPY MAY AT YOUR OPTION BE FURNISHED TO YOUR NAAE REPRESENTATIVE."

ARTICLE 43. MERIT PROMOTION

Section 1. Policy & Procedures

This Article establishes procedures for the competitive promotion of all career and career-conditional employees to positions within the bargaining unit as defined in this Agreement. This Article represents the negotiations over the appropriate arrangements and negotiable procedures for information contained in the Employer's Merit Promotion Plan (MPP). The Parties agree that it is beneficial for the Employer to encourage promotion from within Plant Protection and Quarantine. However, the Employer retains the exclusive right to fill positions and make selections for appointments from among properly ranked and certified candidates for promotion or from any other source.

The Union will be provided appropriate notice of changes in the Merit Promotion Plan in accordance with Article 5 Employer Rights and Obligations. Any necessary negotiations will be conducted in accordance with Article 23 Negotiation Provisions.

Section 2. When Competitive Procedures Do Apply

The following placement actions are covered by this Article:

A. Actions processed as promotions;

B. Reassignment, reinstatement, transfer, or demotion to a position with more promotion potential than the position last held in the competitive service (except as required by reduction in force regulations);

C. Transfer to a higher grade position;

D. Reinstatement to a permanent or temporary position at a higher grade than the person held in a non-temporary position in the competitive service;

E. Election for training where a training agreement substitutes training for normal qualification or time in grade requirements or when the training is part of a promotion program;

F. Selection for detail for more than one hundred and twenty (120) days to a higher grade position or to a position with known promotion potential;

G. Selection for temporary promotions for more than one hundred and twenty (120) days to a higher graded position; and

H. Any combination of F and G where total service would exceed one hundred and twenty (120) days during the previous 12-month period.

Section 3. When Competitive Procedures Do Not Apply

The following placement actions are not covered by this Article:

A. Career promotions which are promotions without current competition when an employee was previously selected from an Office of Personnel Management (OPM) certificate (or a list of eligibles prepared by an agency having delegated examining authority). The intention must be made a matter of record and career ladders must be documented in the promotion plan.

B. Promotion resulting from an employee's position being classified at a higher grade because of additional duties and responsibilities when the following conditions are met:

1. The employee continues to perform the same basic functions;

2. The major duties of the former position are absorbed into the new position;

3. The new position has no further promotion potential;

4. No other positions within the organizational unit are adversely affected; and,

5. The new position is not a reclassification from nonsupervisory to a lead or supervisory status.

C. Transfer, promotion (including temporary), reassignment, or change to lower grade provided:

1. The position has no promotion potential beyond that of the employee's current position or one previously held on a permanent basis in the competitive service (or other merit system with which OPM has an interchange agreement approved under Civil Service Rule 6.7);

2. The employee was not demoted or separated from that grade because of deficiencies in performance or 'for cause' reasons; and,

3. The former grade is documented with acceptable evidence.

D. Temporary promotions or details to a higher grade position of one hundred and twenty (120) days or less;

E. Promotion resulting from the upgrading of a position without a significant change in duties and responsibilities due to issuance of a new classification standard or the correction of an initial classification error;

F. Position change permitted by reduction-in-force regulations;

G. Repromotion to a grade or position from which an employee was demoted without personal cause and not at his/her request (acceptance of a demotion in lieu of reduction-in-force or relocation in a transfer of function is not considered a demotion at the employee's request);

H. Career ladder promotion following noncompetitive conversion of anyone participating in the Veterans Recruitment Appointment, Employees with Disabilities Program, or Student Career Experience Program and/or successor programs; or

I. A selection based upon priority consideration.

Section 4. Identifier Advancement Plan

Selection for training where an advancement plan is active will take priority over those that do not have an advancement plan.

Promoting transparency and accountability upon completion of an Advancement Plan an Identifier should submit all required forms and supporting documentation for review and approval upon completion of all elements of the Advancement Plan. Feedback or final approval of the complete advancement plan will be provided within forty-five (45) days of the Identifier's final submission absent extenuating circumstances. Identifier supervisor will schedule the discussion with the proper review team.

Section 5. General Provisions

A. Vacancy announcements for bargaining unit positions will:

1. state the manner in which applications with all supporting documents must be submitted;

2. specify that applications and supporting documentation must be submitted to the contact office listed;

3. state that applications and supporting documents must be *received* by

the closing date in the announcement; and

4. be generally open for a minimum period of three (3) business days subject to capping of applicants. In the event Management caps applicant pools to ensure timely and effective hiring, it will adhere to the following:

    a. If announcement is for single position, and if capped, the announcement will be capped at no fewer than thirty (30) applicants.

    b. If announcement is for multiple positions, and if capped, the announcement will be capped at no fewer than forty (40) applicants.

B. The employee must submit an application for each vacancy for which he/she wants to be considered. The employee may withdraw an application for a position at any time (in writing).

C. Selective placement factors will only be used in accordance with OPM regulations and will be identified in the vacancy announcement. Any procedures to be utilized in the selection process will also be identified in the vacancy announcement.

Section 6. Promotion Records

Records for each promotion are temporary records and may be destroyed after two (2) years or after the program has been evaluated by the OPM (whichever comes first). Records may not be destroyed while there is a pending formal grievance.

Section 7. Career Ladder Promotions

A career ladder is an established grade progression through which employees may advance to reach the full-performance level of a particular position. Career advancement is the intent and expectation of an employee in a career ladder position. However, career ladder promotions are not automatic upon completion of time-in-grade or training requirements. Rather, they are contingent upon the fulfillment of the following conditions:

A. The employee meets requisite qualification and time in grade requirements;

B. The employee has a current performance rating of at least fully successful.

Section 8. Career Counseling

A. An employee may request counseling to identify areas of knowledge, skills, and abilities that may be targeted for further development to enhance an employee's chances for future promotion. Counseling requests should be submitted in writing, to the employee's immediate supervisor. The request must include the employee's narrative addressing their strengths and accomplishments relative to the requirements of the higher-level position. The counseling will be conducted by the employee's immediate supervisor or other appropriate management official.

B. If an employee is not selected for a promotion, then the employee may submit to his/her supervisor a written request within thirty (30) calendar days from notification of non-selection for counseling in the areas, if any, in which the employee could improve in order to increase chances for future promotion.

Section 9. Request for Information

The Union may request information concerning a grievance or potential grievance related to promotion actions with a 5 U.S.C. 7114 (b) (4) request.

Section 10. Career Enhancement

The Employer will consider the use of alternative hiring methods designed for career advancement of bargaining unit employees (e.g. merit promotion, Career Enhancement Program, Student Career Experience Program, and other special hiring authorities).

ARTICLE 44. DETAILS, SPECIAL ASSIGNMENTS, AND TEMPORARY PROMOTIONS

Section 1. Introduction

A. The purpose of this Article is to address vacancies and special assignments but does not include domestic TDY assignments covered under Article 33 Domestic TDY. The Parties recognize that details, special assignments and/or temporary promotions to other positions and activities may be conducive to mission accomplishment.

B. Assignments designed to improve employee performance deficiencies and assignments that address employee learning contracts are exempt from the provisions of this Article because they are employee specific.

C. Normally, the Employer will avoid continually assigning the same individuals to details and special assignments.

D. Details, special assignments, and temporary promotions of five (5) business days or less are exempt from the procedures of this Article.

Section 2. Definitions

A. *Detail* is a temporary assignment to a different Position Description for a specified period, when the employee is expected to return to his/her regular duties at the end of the assignment. An employee who is on detail is considered for pay purposes to be occupying his/her permanent position.

B. *Special assignment* is a set of tasks or projects given as learning and development experiences. The assignments can be specifically designed to offer opportunities to explore new areas and learn new skills. Special assignments may be used to complete special projects conducive to the Employer completing its mission.

C. *Temporary promotion* is the assignment of an employee to a higher graded position.

Section 3. Vacancy Announcements

Upon request, the Employer will provide vacancy announcements to employees unable to access them electronically.

Section 4. Details Within the Bargaining Unit

A. Normally, selections for details will be made from qualified volunteers within the

work unit where the detail opportunity exists. Opportunities for these locally controlled details will be rotated equitably among all qualified volunteers in the work unit with the opportunity. The Employer may also choose to exercise its discretion to assign a qualified employee from outside the work unit to the detail assignment.

B. At the conclusion of a detail assignment, the employee will be returned to his/her permanent position and original duty station.

C. The Employer will give the appropriate consideration for employees with approved annual leave prior to a mandatory detail assignment.

D. Additional information concerning details and performance appraisal may be referenced in Article 39 Performance Appraisal.

Section 5. Special Assignments Within the Bargaining Unit

A. Normally, selections for special assignments will be made from eligible volunteers at the work unit where the special assignment opportunity exists. These locally controlled special assignment opportunities will be rotated equitably among all qualified volunteers in the work unit with the opportunity. The Employer may also choose to exercise its discretion to assign a qualified employee from outside the work unit to the special assignment.

B. The terms of any special assignment will be made known in advance with as much notification to the employees as possible.

C. In the event the Employer determines the area of consideration must be larger (state, regional, or national), the Union will be informed and provided an explanation at the time the announcement is made.

D. Additional information concerning special assignments may be found in Article 32 Temporary Light Duty.

Section 6. Temporary Promotions Within the Bargaining Unit

The Parties recognize that temporary promotions are of mutual benefit and will be handled accordingly.

A. Use of Temporary Promotions. A temporary promotion may be used when a situation requires the service of an employee in a higher grade position expected to last for more than two pay periods but not more than five (5) years.

1. A temporary promotion may be appropriate:

a. When an employee has to perform the duties of a position during the extended absence of the incumbent.

b. To fill a position which has become vacant until a permanent appointment is made.

For such purposes, a temporary promotion gives better recognition to management's needs and the employee's new responsibilities. It also compensates the employee for the higher grade work he/she is performing.

2. A temporary promotion is not appropriate:

   a. To give an employee a trial period before a permanent promotion.

   b. To decide among candidates for a permanent promotion.

   c. To train or evaluate an employee in higher grade duties.

3. The following general regulations also apply:

   a. Temporary promotions expected not to exceed one hundred and twenty (120) days may be made noncompetitively.

   b. Temporary promotions of a specific employee lasting more than one hundred and twenty (120) days in a 12-month period must be made competitively. Prior service under all temporary promotions and details to higher grade positions during the previous twelve (12) months count toward this limitation.

   c. Temporary assignments to higher grades that are expected to last two (2) pay periods or less should be filled by detail.

   d. Competitive procedures must be used in making a temporary promotion permanent, unless:

      i. The temporary promotion was made initially under competitive procedures; and

      ii. The fact that it might lead to a permanent promotion was indicated on the vacancy announcement.

4. All requests for temporary promotions must be submitted on an SF-52, Request for Personnel Action, and accompanied with a signed AD- 332, Position Description Cover Sheet, and/or position description. Requesting officials will document on the SF-52 the amount of time the employee is expected to be assigned to the higher grade position, and the basis on which the temporary promotion should be granted. All requests will be reviewed and approved by the appropriate higher level manager with approval authority.

B. At the conclusion of a temporary promotion not exceeding one hundred and twenty (120) days, the employee will be returned to his/her permanent position and original duty station. However, the Employer retains discretion to extend or shorten a temporary-promotion assignment based on the nature of the assignment. To the extent possible, employees will be given at least ten (10) working days advance notification of any mandated changes to the length of the temporary promotion. At the conclusion of a temporary promotion lasting more than one hundred and twenty (120) days, the employee will be returned to the same or equivalent position in accordance with Governmentwide rules or regulations.

C. Before a temporary promotion may result in a pay increase, the individual must be assigned to a position that has been classified at a higher grade.

D. Additional information concerning temporary promotions and performance appraisal may be referenced in Article 39 Performance Appraisal.

E. Normally, selections for temporary promotions will be made from qualified volunteers within the work unit where the temporary promotion opportunity exists. These locally controlled temporary promotions will be rotated equitably among qualified volunteers in the work unit with the opportunity. The Employer may also choose to exercise its discretion to assign a qualified employee from outside the work unit to the temporary promotion.

Section 7. Exemptions

A. Specific positions may be exempt from Details, Special Assignments, and Temporary Promotions at the discretion of the Employer. Examples may include but are not limited to Identifiers and Canine Officers.

B. The Employer may identify positions within certain specific states as unavailable for Detail assignment due to ongoing emergency programs within

the state. For example, employees within the state of California may be identified as unavailable due to intra-state emergencies.

C. The Employer will notify the Union of any exempted positions.

ARTICLE 45. TRAINING AND EMPLOYEE DEVELOPMENT

Section 1. Importance of Training

The Parties agree that the training and development of employees are of significant importance. In conjunction with this concept, the Employer, within budgetary limitations, will make available to employees the training the Employer determines is necessary for the performance of the employees' assigned duties. The Parties agree to continue their encouragement of self-initiated development efforts of individual employees.

Section 2. Availability of Training Information

The Employer will maintain a current copy of USDA, APHIS, Professional Development Center (PDC), or successor, Learning Resource catalog in all work units, and will make available notices of non-USDA courses it receives. Information will be made available to all employees.

Section 3. Retraining, New and Additional Training

A. Retraining of employees whose positions are abolished or significantly re-engineered as a direct result of RIF and/or transfer of function, will be covered under Article 34 Reduction in Force/Transfer of Function of this Agreement.

B. Before expecting employees to perform new duties or utilize new technology, the Employer will provide any necessary and appropriate training in a timely manner.

Section 4. Elective Training

When an employee requests elective training, the Employer, upon approval of such training, will pay authorized expenses for such training at a facility the Employer has approved when the following conditions have been met:

A. The training has been applied for on an SF-182 (or appropriate form) and approved in advance;

B. Such training will enable the employee to increase his/her proficiency in the current position (i.e., the training is job-related);

C. Existing training programs within PPQ will not adequately meet the training need;

D. Establishing a new training program to meet the need effectively is not feasible;

E. Reasonable inquiry has failed to disclose the availability of a suitable and adequate program elsewhere in the government;

F. The approval of such training will not create undue interference with operational requirements or an imbalance in staffing patterns; and

G. Funds are available to pay for the training.

Section 5. Selection For Training Opportunities

When the Employer gives training that enhances an employee's prospects for a promotion, or professional opportunity, or increases the employees' value to the Employer, selection for the training will be made, first consistent with the needs of the mission, in a fair, equitable and impartial manner and will apply applicable merit promotion principles.

Section 6. Reimbursement of Training Costs

The Employer will reimburse employees for all approved costs and expenses which are incurred in taking Employer required training to the extent not inconsistent with applicable law and regulations. When travel expenses related to training are incurred, refer to Article 29 Travel-General Regulations of this Agreement.

Section 7. Notice of Training

A. Unless the employee waives any notice rights, all employees required to attend Employer required training other than at their duty stations, must be given notification as far in advance as possible, but, absent circumstances beyond the Employer's control, no later than two (2) weeks prior to the commencement of such training.

B. In the event of a notification of elective training posting failure affecting a group of employees, the remedy available under this Agreement will be limited to priority consideration when such training is offered again.

Section 8. Documentation and Certification of Training

The Employer will record and document all successfully completed Employer required training and non-Employer training that meets the Employer's goals for the employees' and Employer's files.

Section 9. Budgetary Training

The Employer may provide budgetary training to Union officials and interested

employees in order to enable the Parties better to understand the budget process, provide insight as to how budgets are prepared, and to better understand how to expend funds in a more efficient and effective manner.

Section 10. Assessment of Training Needs

A. The Parties agree that assessment of training, at the National level, is an important issue which will be addressed by the Parties periodically. Forums for such discussions will include, but is not limited to:

    1. Any Employer committee which addresses training, which will include at least two (2) employees appointed by the Union;

    2. Any joint labor management committee; and/or

    3. Any Labor Management Consultation.

B. The committee members will receive official time to study the Employer's and non-USDA training programs and to prepare for meetings.

C. Local work units are encouraged to form training committees and design training programs to meet the local as well as mission needs, and to enhance the professional development of the employees.

Section 11. Interagency Training

When available and when appropriate the Employer may offer training provided by other Agencies when to do so would result in:

    A. Better training;

    B. Improved service; or

    C. Savings to the Government.

ARTICLE 46. VOLUNTARY TRANSFERS

Section 1. Policy

A. The Employer will consider requests for voluntary lateral transfers in accordance with this Article. When filling bargaining unit employee vacancies by lateral transfer, the Employer retains the right to select from among those who apply pursuant to the provisions of this Article. Voluntary lateral transfers will be made at the expense of the employee and during non-duty hours (i.e., approved leave status, except in those cases where it can be clearly shown to be advantageous to the Government). Nothing in this Article will be construed as a waiver of the Employer's 5 U.S.C. 7106(a) rights or the Union's rights.

B. Voluntary transfers may be made between any positions at the same grade, same occupational series and same promotion potential within PPQ (e.g., Pest Survey Specialist to Plant Health Safeguarding Specialist, etc.).

Section 2. Established Employee Priority Transfers

When filling vacancies, the Employer will give consideration to the lateral transfer list.

Section 3. Voluntary Downgrade Transfer

Any employee taking an employee initiated voluntary downgrade transfer will apply through the provisions of this Article.

Section 4. General Procedures

The Employer will provide employees the opportunity to indicate in advance those locations to which they desire to laterally transfer. When using the Lateral List to fill a position, the Employer will consider each eligible employee who has requested that location for a position with the same job title.

Section 5. Transfer Eligibility Provisions

Eligibility for transfers other than hardships will occur when the following conditions have been met:

A. New Hires become eligible to apply for lateral transfer:

1. After serving eighteen (18) months from the date of entrance on duty,

2. Satisfactorily completing mandatory condition of employment training,

3. Minimum fully successful performance evaluation, and

4. Subject to satisfying other factors such as demonstration opportunity or performance improvement plans or discipline related adverse actions.

B. Journey-people

1. Twelve (12) months on duty at existing current official duty station, except for return transfers necessitated by RIF/Bumping procedures and directed reassignments,

2. Minimum fully successful performance evaluation, and

3. Subject to satisfying other factors such as performance improvement or demonstration opportunity plans or discipline related adverse actions.

C. The Employer will consult with the Regional Level of the Union on waivers of eligibility requirements for other extraordinary circumstances.

Section 6. Lateral Transfer Procedure

A. All requests for voluntary lateral transfer will be posted as a read-only file on a shared drive accessible by PPQ employees. All requests for voluntary lateral transfer will be submitted by completing the voluntary lateral request form also posted on the shared drive. Each specific type of position will have a check box for location. The employee must identify each type of position for which he/she is requesting a lateral transfer. The list will indicate the initial date that the employee submitted interest in a particular location.

B. The lateral request forms may be submitted by fax, electronically, or by mail. The date of receipt will be the effective date of the request.

C. Requests for lateral transfer will have a retention period of two (2) years from date of receipt. The employee must indicate on the lateral request form if the request is for a period of time less than two years.

D. Requests for lateral transfer may be made at any time but will be limited to one request every six (6) month period and each request will void any previous requests. The six-month period will begin on date of receipt of the previous request for voluntary lateral transfer. Requests submitted more than one (1)

week prior to the six-month period will not be processed.

E. The Employer will permit a transfer which has been approved, but is delayed, to take effect at the end of the delay if the vacancy is still available.

F. Exceptions to the voluntary lateral transfer procedures may be granted in individual cases for extenuating circumstances and can be clearly shown to be advantageous to the Government.

G. PPQ may still issue special lateral announcements for locations with no identified lateral transfer volunteers. For example, PPQ may have a special lateral announcement for a new location or a hard to fill position.

H. Employees who are offered a lateral transfer in accordance with this Article and decline that transfer will be removed from the lateral transfer list and be ineligible from submitting requests for a period of one calendar year. Exceptions to this rule will be made in cases where the employee is not able to accept a transfer to a home duty station.

Section 7. Hardship Procedures

A. The Employer will consider requests for hardship transfers in accordance with this Article. When filling bargaining unit employee vacancies based on hardship, the Employer retains the right to select from among those who apply pursuant to the provisions of this Article. Hardship transfers will be made at the expense of the employee and during non-duty hours (i.e., approved leave status), except in those cases where it can be clearly shown to be advantageous to the Government.

B. Hardship transfers may be made between any positions within PPQ at the same grade and in the same occupational series.

C. All requests for hardship transfer will be maintained as a list, but will not be posted. Employees may submit a request for a hardship transfer at any time, but no more often that two (2) times in any 12-month period. The request must indicate the specific type of position(s) for which the employee is seeking a hardship transfer. The request may be submitted by fax, electronically, or by mail. The date of receipt will be the effective date of the request.

D. Requests for hardship transfer will have a retention period of two (2) years from date of receipt. The employee must indicate on the lateral request form if the request is for a period of time less than two (2) years.

Section 8. Hardship Reasons

Any employee may request a lateral transfer for reasons of personal hardship by

submitting a request in writing to their Regional Vice President (VP). The employee is required to substantiate the hardship. Substantiating literature will be included with the written request. Within the written request, the employee will indicate which of the four reasons below they contend is applicable to the hardship request. The Regional VP will then submit all information to the Field Operations Associate Deputy Administrator, or designee. The Field Operations Associate Deputy Administrator, or designee will inform the Regional VP and the affected employee of the decision for a hardship transfer.

Reason One:

Hardships caused by emergency situations. These typically would be medical and family type emergencies which need immediate action. The emergency involves the employee or a family member. (Family member means the following relatives of the employee: (a) spouse, and parents thereof; (b) children, including adopted children, and spouses thereof; (c) parents of the employee including step-parents; (d) brothers and sisters including step-brothers and sisters, and spouses thereof; and (e) any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship). This does not mean that an employee will be granted a transfer if there is no vacancy at the desired location. It does mean that the employee will have priority over other hardships to that location.

Reason Two:

If, for example, the Employer relocates an employee because of a directed reassignment.

Reason Three:

Hardships caused by situations not created by the employee which have a highly traumatic effect upon the employee. If, for example, a spouse who is not a part of the PPQ structure found a job in a distant location, the acceptance of that position creates difficulty or hardship for a member of the bargaining unit; marriage, engagement; etc.

Reason Four:

Hardships caused by situations not created by the employee which are less traumatic. These situations cover many contingencies that are not covered in the previous categories.

Section 9. Swaps

Employees seeking to swap positions must work out the details between themselves in conjunction with their respective Regional VPs. The Regional VPs will then forward the requests to the Field Operations Associate Deputy Administrator for consideration. Swaps will be considered only between employees of similar qualifications, titles, series, and grades.

Section 10. Exclusion

Excluded from this Article are those positions which are to be filled by employees affected by reduction-in-force, reassignment in lieu of RIFs, reassignment under RIF procedures or transfer of function.

ARTICLE 47. LEAVE

Section 1. General Provisions

A. Employees will earn annual and sick leave in accordance with applicable Governmentwide laws and regulations.

B. The Employer will not use denial of leave requests in lieu of, or as part of, disciplinary or adverse actions.

C. Leave will be charged in fifteen (15) minute intervals.

D. Requests for approval or disapproval of leave will be documented on an Application for Leave (OPM-71) or equivalent. It is the employee's responsibility to ensure requests are submitted to, and received by, the approving official and, when practicable, approved prior to taking leave.

E. Each work unit will establish, through collective bargaining, its own procedures concerning delivery and receipt of OPM-71s to the supervisor and the placement and subsequent rotation of employees on leave rosters.

F. If the needs of the Employer to accomplish the Mission do not permit the approval of leave requested, the Employer will provide written reasons for the disapproval on the OPM-71 submitted by the employee and return the form to the employee.

G. Unscheduled Leave

1. When unscheduled leave is necessary, the employee will notify the immediate supervisor, or his/her designee, to request leave. If not available, the employee will leave a message for his/her supervisor, recognizing that supervisory notice and approval is required. In emergency situations, the supervisor will accept notification from a third party acting as the employee's agent for purposes of this Article. The employee has the responsibility for contacting the supervisor as soon as reasonably possible to provide any required information or documentation in accordance with this Article.

2. It is the intention of the Parties to respect the privacy of employees. However, a supervisor may request sufficient information concerning the circumstances and the duration of the absence, if known, as may be necessary, to permit the supervisor to evaluate the appropriateness of approving or disapproving leave. When it appears that an absence will extend beyond the original date of anticipated return to duty, the employee will promptly notify the supervisor and request approval for

the new anticipated date of return.

H. When scheduling conflicts are unresolved by the locally negotiated procedures, the supervisor will make the final determination if the affected employees are unable to reach agreement amongst themselves.

I. Medical Certification

1. "Medical certification" means a written statement signed by a practicing physician or other medical practitioner certifying incapacitation and the period of incapacitation, examination, or treatment, or to the period of disability while the patient was receiving professional treatment or other administratively acceptable evidence. For sick leave requested because of exposure to a contagious disease, the medical certification should indicate the name of disease, that the disease is contagious, and the period of confinement and/or quarantine if the quarantine is required by ordinance or statute. If medical certification is required, it must be submitted to the supervisor or his/her designee as soon as practicable, but no later than fifteen (15) calendar days from the time it is requested, or where warranted, within thirty (30) calendar days.

2. The supervisor may request medical certification to be submitted:

    a. For an unscheduled absence in excess of three (3) consecutive workdays;

    b. For use of leave if the employee is officially on leave restriction;

    c. For a chronic condition which does not necessarily require medical attention although absence from work may be necessary. If the employee has previously furnished a medical certificate, with prognosis, of the chronic condition the employee will not be required to furnish a medical certificate on a continuing basis. The supervisor may require reasonable updates to the medical certificate;

    d. To consider an employee request for leave under the Family Medical Leave Act (FMLA) or any other family friendly leave benefit (using the appropriate Department of Labor (DOL) form);

    e. To consider an employee request for special consideration such as reassignment or other reasonable accommodation, see Article 32 Temporary Light Duty;

    f. To consider requests for advance sick leave;

g. To consider requests for application for the Voluntary Leave Transfer Program; and

h. From an appropriate physician or practitioner stating that the employee can return to work, noting any applicable limitations or restrictions upon such work.

Section 2. Annual Leave

In accordance with this Article and consistent with Governmentwide regulations and locally negotiated procedures, the Employer will approve annual leave for the following, but not limited to:

A. An employee has requested up to seven (7) days in the event of a death in his/her immediate family. For the purpose of this subsection, family member includes:

1. Spouse and parents thereof;

2. Sons and daughters, and spouses thereof;

3. Parents and spouses thereof;

4. Brothers and sisters and spouses thereof;

5. Grandparents and grandchildren, and spouses thereof;

6. Domestic partner and parents thereof, including domestic partners of any individual in (2) through (5) above; and

7. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

B. Subject to workload requirements, an employee's request is for an established religious holiday which occurs on a regularly scheduled workday of the employee's basic workweek (See Article 48 Holidays and Religious Observances for information on religious holiday compensatory time);

C. Subject to workload requirements, the request is for Local Presidents', National Officers', and Union designated representatives' of the Union attendance at the Union's convention.

Section 3. Advance Annual Leave

A. A permanent employee who expects to remain in service through the leave year may request advancement of annual leave in an amount not to exceed that which the employee will accrue for the remainder of the leave year.

B. An employee who wishes to request advancement of annual leave will complete an OPM-71 and provide a written explanation of the reason for the request.

Section 4. Sick Leave

A. Sick leave will be granted, in accordance with law and Governmentwide rule and regulation, when the employee:

1. Receives medical, dental, or optical examination or treatment;

2. Is incapacitated for the performance of duties by physical or mental illness, stress, injury, pregnancy, or childbirth;

3. Provides care for a family member, as defined in 5 C.F.R. 630.201, who is incapacitated as a result of physical illness, mental illness, stress, injury, pregnancy, or childbirth; or who receives medical, dental, or optical examination or treatment;

4. Makes arrangements necessitated by the death of a family member; or attends the funeral of a family member;

5. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his/her presence on the job because of exposure to a communicable disease; or

6. Must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

B. An employee may use sick leave under this section without invoking the FMLA. If FMLA is invoked, the employee may elect to use accrued sick leave, in whole or in part, in accordance with law and Governmentwide rule and regulation.

Advance Sick Leave. Advance sick leave will not be granted when it is known or expected that the employee will not return to duty (i.e., the employee has applied for disability retirement, has received notice of separation or furlough, or has submitted notice of resignation). Sick leave will be advanced in accordance with the provisions of 5 C.F.R. 630 Section 402 and for the lengths of time not exceeding those specified therein.

Section 5. Excused Absence

An excused absence is a period of official (administrative) leave without loss of

pay or charge to annual, sick, or other leave. Excused absence may be granted for certain activities and within the limitations described by law and Governmentwide rule and regulation.

Section 6. Leave Without Pay

A. Leave without pay (LWOP) is a temporary absence from duty, without pay, which may be granted at the employee's request. Requests for LWOP must be approved in the following situations:

    1. Military training or active duty for members of the Reserves or National Guard, who are not entitled to, or have exhausted their military leave;

    2. Medical treatment for disabled veterans; and

    3. Employees exercising LWOP rights under the FMLA.

B. Local Presidents, National Officers, and/or Union designated representatives of the Union may be approved to use LWOP for attendance at the Union meetings and conventions when they do not qualify for official time for such attendance.

C. Compensable hours earned outside the basic 40-hour workweek during an administrative week (Sunday through Saturday) in which LWOP is taken will be used to complete the basic 40-hour workweek before being paid at the full overtime rates as follows:

    1. Hours worked on a day when less than eight (8) hours of the basic 40-hour workweek are worked, including CTT, will be applied toward completing the basic 40-hour workweek and will be paid at the straight time rate up to the number of LWOP hours taken during the week.

    2. Hours worked outside the basic workweek will be applied toward completing the basic workweek in a manner most favorable to the employee, (e.g., holiday hours (currently Time Code (TC) 31) applied first, non-Sunday overtime hours (currently TC 21) applied second, and Sunday hours (currently TC 22) applied last).

Section 7. Family and Medical Leave

The FMLA entitles eligible employees to a maximum of twelve (12) administrative workweeks of unpaid leave during a 12-month period for certain serious health conditions or needs of an employee or his/her family in accordance with law and Governmentwide rule or regulation. An employee may elect to substitute paid

leave, as appropriate, for any leave without pay used under the FMLA. Certification of health care provider under the FMLA will be submitted by the employee on Form WH-380.

Section 8. Military Leave

Consistent with law and Governmentwide rule and regulation:

A. An employee who is a member of a reserve component of the uniformed services or a member of the National Guard will be granted military leave for active duty or training.

B. Eligible full-time employees are credited with fifteen (15) days of military leave each fiscal year which may be taken successively or intermittently during each fiscal year. Up to fifteen (15) days of unused military leave may be carried over to the next fiscal year, but no more than thirty (30) days of military leave may be used by a full-time employee in any fiscal year.

C. Each workday of absence, as listed in the military orders, is counted as a day of military leave.

D. Eligible employees called to duty for a period in excess of their balance of available military leave authorized in Section 2 above can use annual leave or leave without pay for the excess period.

E. Employees serving in the military will be entitled to such other rights as any federal rule, law, or regulation may give them.

Section 9. Leave for Jury or Witness Service

A. An employee receiving a summons for jury duty or as a witness in a judicial proceeding will inform the Employer as soon as reasonably practicable.

B. An employee who is under proper summons from a court to serve on a jury will be granted administrative leave from the date stated in the summons on which he/she is required to report to the court to the date he/she is discharged by the court.

C. When an employee, in a nonofficial capacity, is summoned as a witness by any party in connection with any judicial proceeding to which the United States, District of Columbia, or a State or local government is a party, the employee will be granted administrative leave during the time he/she is absent as a witness.

D. When an employee utilizing the provisions of subsections B and C above is excused by the Court for a day, or a major part of a day, the employee will return to duty or be charged annual leave for the duration of his/her absence.

E. The Employer will assign employees on jury duty a basic work week of Monday through Friday, 8 A.M. to 4 P.M.

Section 10. Home Leave

A. Home leave will be granted and accrued in accordance with applicable law and Governmentwide rule and regulations and this Agreement.

B. Home leave is intended for use in the United States, in the Commonwealth of Puerto Rico, or in the territories or possessions of the United States.

ARTICLE 48. HOLIDAYS AND RELIGIOUS OBSERVANCES

Section 1. Designated Holidays

The following days are treated as holidays for purposes of pay and leave of employees:

A. New Year's Day - January 1

B. Martin Luther King's Day - third Monday in January

C. Washington's Birthday - third Monday in February

D. Memorial Day - last Monday in May

E. Juneteenth National Independence Day – June 19

F. Independence Day - July 4

G. Labor Day - first Monday in September

H. Columbus Day - second Monday in October

I. Veterans Day - November 11

J. Thanksgiving Day - fourth Thursday in November

K. Christmas Day - December 25

Special Holidays include:

L. Inauguration Day (for Washington, D.C., Metropolitan Area only)

M. Any day designated by Federal Statute or Executive Order

Section 2. "In-lieu-of" Holidays

When a holiday for an employee falls on a non-workday outside the employee's basic workweek, the day to be treated as his/her holiday is the workday immediately before the non-workday unless the holiday falls on Sunday. When the holiday falls on a Sunday non-workday (or, for an employee whose basic workweek includes Sunday, a non-workday (if any) designated as the employee's in-lieu-of-Sunday non-workday), the "in-lieu-of" holiday is the workday immediately following the non-workday.

Section 3. Non-Federal Holidays

When a field office is closed and work cannot be properly performed due to a local, State, territorial, or foreign holiday, field employees will be granted excused absence (i.e., no loss of pay or charge to leave). Factors used to determine if an employee is actually prevented from working include:

A. The building or office in which the employees work is physically closed, or building services essential to proper performance of work are not operating;

B. Local transportation services are discontinued or interrupted; or

C. The employee's duties consist largely or entirely of dealing directly with employees and officials of business or industrial establishments or local government offices, which are closed in observance of the holiday, and there are no other duties consistent with his/her normal duties to which the employee can be assigned.

Section 4. Religious Observances

A. In accordance with law and Governmentwide rules and regulations, employees whose personal religious beliefs require the abstention from work during certain periods of the workday or workweek may elect to be absent during those periods on earned/advanced religious compensatory time so long as their absence will not interfere with the efficient accomplishment of the Agency's mission.

B. Employees applying for and earning compensatory time for religious purposes will:

1. Be permitted to use compensatory time for a religious purpose before it is actually earned;

2. Be credited for compensatory overtime on an hour for hour basis or fractions thereof;

3. Earn compensatory time no more than thirteen (13) pay periods in advance;

4. Earn compensatory time during periods of non-reimbursable overtime when performing import/export activities;

5. Repay any advanced amount of religious holiday time within thirteen (13) pay periods of the time in which it was granted or have a corresponding reduction in the employee's balance of annual leave,

credit hours, compensatory time off in lieu of regular overtime pay, compensatory time off for travel, time-off awards, or LWOP if no other leave is available; and

6. Be paid any unused balance, upon separation or transfer, at the base hourly rate in effect the pay period it was earned.

ARTICLE 49. GOV/POV USE

Section 1. General

A. Employees will be permitted to use Government-Owned Vehicles (GOV) and Privately Owned Vehicles (POV) in accordance with Governmentwide regulations and the Employer's rules and regulations to the extent not in conflict with this Agreement.

B. Employees are not required to own or use a POV for government work.

Section 2. Home-to-Work Transportation

A. The Employer may authorize employees the use of government vehicles for home-to-work transportation provided that such use is authorized by applicable law, rule, or regulations.

B. For more detailed information on home-to-work transportation, please refer to the MRP 5400 Motor Vehicle Manual and Departmental Regulation 5400-005 or successor issuance referenced in the Appendix A of this Agreement.

Section 3. Pickup and Return of GOV

Employees will receive their regular pay for picking up and returning a GOV to the regular storage site during regular hours. If this activity occurs outside of regular hours, employees will receive applicable overtime or compensatory time under the following circumstances and in accordance with the Human Resources Desk Guide and Supplement 4500A found in the Appendix A of this Agreement:

A. Return travel to the storage site occurs after regular hours from a field assignment, or

B. The employee is required to pick up a GOV before regular hours in order to report to a field assignment.

Section 4. Privately Owned Vehicles

A. Employees are responsible for making arrangements to report to their official station or assigned work site within the geographical area of the official station.

B. If an employee elects to use his/her own vehicle in lieu of Employer-provided transportation, with prior approval, that employee will be compensated for mileage under the appropriate regulations, which is at a reduced rate if a GOV is reasonably available.

C. If there is no GOV available for the employee to perform an assignment occurring at a location other than the employee's official station and the employee elects to use his/her POV, then that employee will receive mileage compensation for the use of his/her POV under appropriate Federal Travel Regulations for the miles in excess of the commute to and from the regular duty station.

Section 5. Parking

A. The Employer will make a reasonable effort to obtain parking space for employees at PPQ offices, stations, and substations where their presence is required or scheduled. This will include proper marking to preclude use by other than PPQ employees, and the spaces will be used by all employees without regard to position or grade. Except for handicapped personnel, those employees having inspectional responsibilities at more than one location will be given preferential consideration for accessible parking spaces. Handicapped personnel will receive first consideration.

B. Employees may request to use Employer controlled parking spaces not required for official needs. The denial of any request for controlled parking is not covered by the negotiated grievance procedures in Article 17 Grievance Procedure.

Section 6. Accident Reporting

A. In accordance with established safety regulations for reporting vehicle accidents, employees will report to the supervisor any accident or incident (e.g., mechanical problems or damage) involving a government-owned, government leased, or privately-owned vehicle involved in an accident, while in the performance of official duties, including overtime assignments.

B. Any employee who becomes aware of damage to a government vehicle will notify the immediate supervisor, as soon as possible.

C. Employees are required to report all incidents or misuse and abuse of government vehicles to the Employer as soon as possible and in accordance with applicable laws, rules, and regulations.

D. All government vehicles will contain an Accident Reporting Kit. The supervisor or designee will ensure that employees are familiar with and follow the guidelines in the MRP 5400 Motor Vehicle Manual or successor issuance prior to operating a government vehicle.

Section 7. Official Station

For purposes of travel, "*Official Station"* is defined as the location of the employee's permanent work assignment. The geographic limits of the official station are:

A. The corporate limits of the city or town where stationed, or

B. if not in an incorporated city or town; the reservation, station, or other established area (including established subdivisions of large reservations) having definite boundaries where the employee is stationed.

ARTICLE 50. MASS TRANSIT

Section 1. Purpose and Authority

The Employer has agreed to provide transit incentives for employees covered by this Agreement under the provisions of the 1998 Transportation Equity Act. Should the Act or the MRP directive change, the Employer agrees to notify the Union and negotiate as appropriate.

Section 2. Policy

All incentives implemented must be consistent with local transit authority regulations as well as applicable laws, and Governmentwide rules and regulations in effect at the inception of this Agreement.

Section 3. Local Modifications

The parties may mutually agree at the local level to negotiate additional/alternative procedures to facilitate the voucher, disbursement system, and accountability systems to conform with local needs or requirements.

Section 4. Bicycles

Negotiation for bicycle facilities is a local matter.

ARTICLE 51. PART-TIME EMPLOYMENT

Section 1. Procedures

A. The Employer recognizes that part-time employment provides management with the flexibility to meet work requirements and provides a benefit to employees who require or prefer shorter hours (e.g., students, and employees with family responsibilities).

B. The Employer will consider requests for part-time career employment and, when appropriate, will make such opportunities available, consistent with resource and mission requirements.

C. Employee requests for part-time employment must be made in writing to the employee's immediate supervisor. The Employer will give fair and objective consideration to the employee's request for part-time employment and grant such requests based on the Employer's need for the employee's services, the suitability of the position for part-time employment, availability of resources, and the impact on the efficiency of the Agency. A copy of the recommendation to go forward for approval or notice of disapproval of the request with reason for the denial will be provided to the employee within thirty (30) days of receipt of the request. A copy of the final decision will be given to the employee within ninety (90) days of the initial request.

D. Prior to a request for part-time employment or upon approval of part-time request, employees may request information concerning the impact of the conversion from full-time to part-time employment in the areas of retirement, reduction-in-force, health and life insurance, and promotion and step increases, etc. This information will be provided to the employee in the form of a written fact sheet. The employee will be required to sign a statement indicating that he received this information.

E. Any person who is employed on a full-time basis will not be required to accept part-time employment as a condition of continued employment.

Section 2. Job-Sharing

A. Job-sharing is a form of part-time employment in which the tours of duty of two employees are arranged in such a way as to cover a single full-time position. The Employer will consider requests to job-share and may grant these requests based on the Employer's need for the employee's services, the suitability of the position for job-sharing, availability of resources, and the impact on the efficiency of the Agency.

B. Employee requests to job-share must be made to the immediate supervisor(s) in writing in accordance with the procedures of Section 1 above.

C. If one partner leaves the program for any reason, the other partner will have forty-five (45) days from receiving written notice from the Employer to find

another partner or resume full-time employment unless workload demands require otherwise.

ARTICLE 52. OUTSIDE EMPLOYMENT

Section 1. Right to Engage

An employee has the right to engage in outside employment or participate in or be associated with a business enterprise, so long as such activity will not:

A. Interfere with the efficient performance of the employee's duties or availability for duty;

B. Result in a conflict of interest or the appearance of a conflict with the employee's official Agency duties;

C. Bring discredit upon or lower public confidence in the Agency; or

D. Violate any federal law or Governmentwide rule or regulation.

Section 2. Guidelines

Except as specified below, employees are not required to obtain prior approval to engage in outside employment. However, employees must ensure that outside employment or activities do not conflict with their official government duties.

Employees required to file either a public or confidential financial disclosure report (SF 278 or OGE form 450 or successor) are required to obtain prior approval to engage in outside employment.

Section 3. Avoiding Conflict

A. Employees are encouraged to ask for and the Employer further agrees to provide guidance and specific interpretative assistance on questions concerning outside employment when requested in writing by the employee. Employees should direct questions regarding outside employment and conflict of interest to their supervisor or the Employee Relations Specialist.

B. Employees are cautioned that outside employment or activities that are found to be or appear to be in violation may be subject to appropriate corrective or disciplinary action.

ARTICLE 53. RETIREMENT

Section 1. Counseling

The Employer will provide retirement counseling on an as-needed basis, and in response to a request for counseling from an employee in the unit nearing eligibility for retirement. Counseling assistance may include informational material, and/or group counseling sessions. A current listing of counseling sources will be posted at each work unit. It will include counseling assistance, informational material, and/or group sessions. A current listing of counseling sources will be posted at each work unit.

Section 2. Notice of Rights

The Employer will provide applicable information to each employee who separates voluntarily or involuntarily (except by retirement) such as:

A. His/her rights to file for disability retirement if the employee has at least five (5) years of civilian service;

B. The possibility of applying for a discontinued service annuity;

C. Eligibility for a deferred annuity at sixty-two (62), provided the employee has had at least five (5) years of civilian service; and

D. All the options regarding the contributions the employee has made to the retirement funds and the Thrift Saving Plan.

Section 3. Withdrawal of Resignation/Retirement

An employee may withdraw a resignation or retirement application at any time prior to its effective date, provided the withdrawal is communicated to the Employer in writing and received prior to the Employer making a commitment to fill the position of the resigning or retiring employee. The above provision is not applicable to any agreements reached between an employee and the Employer resolving any other matters.

Section 4. Employee Resignation Rights

The questions whether and on what date to resign are voluntary matters of free choice for each employee. When an employee is faced with the prospect of Employer-initiated action such as termination or removal, the employee will have the right not to resign or, if the employee chooses, to make a resignation effective at any time prior to the effective date of the Employer's action. Resignations will not be secured by coercive or deceptive means.

Section 5. Prompt Completion of Paperwork

The Parties recognize that final decisions concerning retirement applications and issuance of retirement checks are the responsibility of the Office of Personnel Management. The Employer agrees to process and transmit all necessary paperwork in connection with retirement applications in a prompt and timely fashion.

Section 6. Summary of Benefits

Upon receipt of a request from an employee who is eligible to retire, or who is within three (3) years of such eligibility, the Employer agrees to provide a statement setting forth an estimate of the employee's monthly compensation upon retirement, types of retirement options available, and the procedures for continuing any health or life insurance policies. This information will be updated at the employee's written request sent to the location posted with the list of counseling sources referenced in Section 1 above, but not more frequently than once a year.

ARTICLE 54. CHILD CARE

Section 1. General

The Employer and the Union agree that finding solutions to child care issues is conducive to a family-friendly work environment.

Section 2. Procedures

Where child care issues are raised, the Employer and the Union will jointly address the issues for the local work unit (i.e., negotiate). The parties may jointly request that GSA find suitable facilities for a child care center in reasonable proximity to the work location and may also utilize resources such as:

A. Work Life Wellness Program

B. Employee Assistance Program (EAP)

ARTICLE 55. UNIFORMS

Section 1. Policy

While in a duty status, employees will wear the official uniform in accordance with policy and published allowance guidelines, the Uniform Committee Charter, and APHIS/MRP Directives. The Parties recognize that it is important for PPQ employees to present a positive image to the public through personal appearance and conduct.

Section 2. Guidelines

Basic uniform guidelines are provided in the appropriate APHIS/MRP Directive (currently 4591.1). Recommendations for changes in the PPQ uniform, including but not limited to: style, color, image, enhancement, additions, components, and source will be reviewed by the PPQ Uniform Committee.

The Uniform Committee will develop appropriate uniforms for maternity, tropical, and arctic environments.

Following Uniform Committee decisions, the Parties will negotiate, where appropriate, the uniforms worn in the performance of duties, including image enhancement additions and insignia.

Optional use of uniform parts and insignia will be negotiated at the local level and not conflict with national policy and guidelines.

Section 3. Joint Committee Composition

The PPQ Uniform Committee will be composed of equal numbers of management and Union employees and will meet annually or at such additional times as the Employer may direct in accordance with applicable sources.

The Committee will communicate with necessary sources, solicit input where appropriate and report results and decisions to the work force annually. Input from the work force may be submitted to Committee members at any time. The joint labor-management Uniform Committee will operate in accordance with the Charter found in the Appendix A of this Agreement.

Section 4. Employee Image

When making assignments, the Employer will make positive efforts to assign employees to tasks which are consistent with their job description and do not diminish the Employee’s image.

ARTICLE 56. TELEWORK AND REMOTE WORK

Section 1. Purpose

A. The Parties recognize that effective use of telework and remote work should be used as a strategic tool to recruit and retain a diverse workforce in a competitive job market. Workplace flexibilities help Management to recruit and retain the best and brightest workers and maximize their effectiveness. Telework and remote work support Employee work-life balance and reduce the amount of leave Employees require in order to address personal needs, to facilitate care obligations, and recovery from health conditions. (However, it is important to remember telework is not meant to be a substitute for dependent care.) Telework and remote work also may result in tangible savings in terms of reduced real estate and physical space demands, utilities usage, environmental footprint, and transit subsidy costs, and it makes Management more resilient in severe weather and other emergencies.

B. Employees and Supervisors will respectively work together to allow eligible Employees to participate in these workplace flexibilities to the maximum extent possible without diminished Employee performance or adversely impacting Agency operations.

C. A successful telework or remote program allows Managers and Employees to clearly define the work expectations and objectives and provides Employees the tools and flexibility needed to get the job done. An Employee may choose to affirmatively opt out by completing a written agreement. Engagement in either of these workplace flexibilities is voluntary except for any position advertised as remote as a condition of employment or due to office closures.

D. Employees will be treated fairly, equitability, and consistently in the application of these workplace flexibilities. The parties will adhere to the items referenced in Section 2. Implementation will be fair and consistent, not arbitrary or capricious.

E. Employees engaged in either workplace flexibilities are responsible for:

1. Completing requisite training, have a written agreement, and satisfactorily complete all assigned work per standards and guidelines in their respective performance plan.

2. Accurately account for time spent in a telework or remote work capacity (including overtime when ordered and approved in accordance with Article 30. Overtime and Premium Pay).

Section 2. References

A. The Telework Enhancement Act as codified in 5 U.S.C. 6501-6506

B. USDA Departmental Regulation, 4080-811-002, Telework and Remote Work Programs

C. 2021 OPM Guide to Telework and Remote Work in the Federal Government

D. OPM Memorandum, Remote/Telework Enhancements to Enterprise Humans Resources Integration Date Files (March 7, 2023)

Section 3. Equipment

A. Management will provide Employees that have an approved routine telework or remote work agreement with the following standard equipment:

1. Laptop or desktop
2. Docking station
3. Mouse
4. Keyboard
5. Power Supply

B. If available and upon request from an Employee, Management will provide:

1. A monitor
2. Headset or speaker
3. Webcam
4. Additional docking station
5. Laptop bag

C. Employees who do not have an assigned laptop for Situational/Ad Hoc telework will follow the following procedure to obtain the necessary equipment:

1. During the discussion to request for Situational/Ad Hoc telework with the Supervisor, the parties will discuss what/ if any equipment will be needed.

    a. In the absence of availability of equipment, other assignments,

such as developmental opportunities or required reading may be considered to keep the Employee fully engaged in work which benefits the agency.

2. The Supervisor will provide, if available, the Bargaining Unit Employee (BUE) with the necessary equipment to complete the assigned telework assignment.

3. Employee will return any and all equipment assigned for Situational/Ad Hoc telework to their Supervisor or otherwise instructed upon their first day back in their regular duty station.

D. Lack of availability of equipment is not a business-based reason to deny telework.

E. Employees are expected to provide internet service and other general utility cost at their own expense; however, on a case-by-case basis, Management may provide assistance with internet connectivity issues.

F. Management will attempt to make excess equipment (monitors, cables, docking stations) available to teleworkers and/or remote workers without extra costs being incurred by the Agency upon written request.

Section 4. Telework

A. In accordance with Section 2 above, it is presumed that all Employees in a telework eligible position have some portable or administrative duties that can be performed via telework.

B. Each position and Employee will be reviewed by the appropriate Management official for eligibility and notify the Employee of this determination. Employees may request such notice in writing. Determinations will be recorded in the appropriate systems.

C. Eligible Employees identified as occupying eligible positions will be allowed to telework, if they so request, and at the frequency requested and deemed appropriate, and with the Supervisor's approval.

D. Employees may be approved to have a telework work agreement *or* remote work agreement, but not both. Either are allowed to work an alternative work schedule simultaneously.

E. Telework may occur for an entire day or a portion of a day.

F. Telework can be used as an effective method to deliver training as provided in Article 45. Training and Employee Development.

G. Telework can be used for portable tasks related to collateral duties (i.e., committees where the Employee would be in regular 01- time) to the same extent the Employee would be able to conduct such work when working from their Official Duty Station.

H. Telework and Remote Work may be used to perform Union representational duties on Official Time using one of the procedures below:

1. Prior to engaging in such representational duties and in accordance with Article 11. Official Time, the designated representative, will follow the requesting procedures as prescribed in Article 11. Official Time. Section 11. regardless of whether they are a member of the Executive Committee or not.

2. Other procedures mutually agreed upon by local Management and the designated representative.

3. In the event the parties do not mutually agree, the procedure identified in subsection 1 above will be followed.

I. In addition to the permanent eligibility requirements as specified in the *Telework Enhancement Act*, an Employee may be found *temporarily* ineligible for telework if disciplined in accordance with Articles 24 Employee Conduct and Discipline. and 25. Adverse Actions. where the misconduct is linked to the Employee's ability to successfully perform telework.

1. If Management wishes to temporarily rescind an Employee's eligibility to participate in this workplace flexibility, it will provide such notice in the Letter of Reprimand or Proposal Notice.

2. Such proposal notice will state, "Due to the misconduct at-hand, you are no longer eligible for telework. Management will reassess your eligibility to re-engage in such telework flexibility of up to twelve (12) months from the date the decision letter is issued."

3. An Employee placed on a Leave Restriction will be found ineligible to engage in telework up to twelve (12) months from the day they are placed on a Leave Restriction.

4. In the event a Letter of Reprimand is issued, the period of the Employee's loss of eligibility may not exceed thirty (30) calendar days, after which the Employee shall be deemed eligible to telework in accordance with their telework agreement.

In all circumstances above, the temporary loss of eligibility may be reassessed by the appropriate Management official and resumed sooner if the Employee has demonstrated dependability and ability to adhere to workplace rules.

J. Should there be conflicting requests for Employees to telework on the same day (i.e., two (2) requests are received, but only one (1) may be approved), such conflicts will be resolved through the following procedure:

1. If the requests are submitted simultaneously, the requesting Employees should seek to find an amicable solution amongst themselves.

2. Preference will be given to the Employee who submitted their request first.

K. When an approved telework day is cancelled due to operational needs, Management and the Employee will follow the below:

1. Management will communicate this on-site requirement as soon as possible (and if via phone, at a reasonable hour).

2. Parties will discuss and seek to identify alternative telework 'make-up' day(s).

3. Approval or denial for 'make-up' day will be subject to business needs.

Section 5. Special Procedures for Requesting Situational/Ad Hoc Telework

A. To best meet the needs of the public by delivering optimal service, clear communication between the Employee and Manager will allow for the making of sound, business-based decisions when considering approving or denying Situational/Ad Hoc telework requests. Situational/Ad Hoc telework is for the facilitation of work with portable tasks and is not justified simply because an Employee wants to work from home. Depending on circumstances, a request for leave may be more appropriate than a request to Situational/Ad Hoc telework.

B. The shared responsibility between Employee and Manager will enable a collaborative working environment and facilitate progressive and modern work practices in the aims of improving Employee performance, work-life balance, and the efficient accomplishment of the Agency's mission. An eligible Employee seeking to Situational/Ad Hoc telework will submit to their Manager the following for consideration to approve or deny at least 24 hours in advance:

1. Date being requested to telework

2. Work to be performed

3. A mutual understanding that if mission needs require the Employee's onsite presence, they may be recalled to their normal duty station. If unavailable, the Employee will request leave in accordance with Article 47. Leave.

4. A suggested opportunity when Management and Employee can "check in".

C. To maintain operational tempo, Management will either approve or deny the request within twenty-four (24) hours or if given an emergency as soon as possible.

D. Management will provide business-based reason(s) electronically or in writing for the denial of a request of situational telework. Concurrently with that denial, the requestor and Supervisor should discuss reasonable alternative dates if denied primarily due to insufficient in-person staffing.

E. Management will strive to integrate telework into its work culture by providing Employees with approved Situational/Ad hoc telework agreements the opportunity to telework consistent with workload demands and the mission of the Agency. Such request should facilitate the accomplishment of work and ability to deliver satisfactory service to the public.

Section 6. Travel and Commuting

A. Teleworkers who are required to travel to the official duty location after their regularly scheduled telework basic tour of duty to perform irregular or occasional overtime work will be compensated in accordance with Article 29. Travel - General Regulations. and Article 30. Overtime and Premium Pay. as well as governing laws and regulations pertaining to the type of work being performed.

B. If a teleworking Employee begins their tour of duty on telework and during the same day is directed to report to the Official Duty Station to complete their tour of duty that day, the commute into the Official Duty Station will be considered official duty time. A commute home that begins after the end of their tour of duty will be considered the Employee's non-compensable home to work (work to home) commute.

C. A remote worker who is directed to travel to another worksite (e.g., in the field) during their regularly scheduled basic tour of duty shall have the travel hours credited as hours of work, except as provided elsewhere in this Article.

D. When travel is required for a remote worker, clear communication between the Employee and Supervisor will ensure an accurate understanding of mutual responsibilities and obligations. When Management authorizes a remote Employee to travel to an office worksite for official duty, the agency will pay travel costs consistent with applicable travel regulations and policies.

Section 7. Remote Work Policy

A. Candidates accepting a position where remote work is required must accept the arrangement as a condition of employment.

B. Employees may request to begin working remotely or change an existing remote work agreement by notifying their Supervisor. The Supervisor will consider the request by considering several factors including the Management's ability to execute its mission, potential effects on budget, and office space limitations.

C. Although remote-work Employees generally are not expected to report to an office worksite, the Supervisor can require the presence of a remote-work Employee at the worksite in certain situations (e.g., training or an official meeting). Supervisors must provide at least 24 hours' notice of the date to report except in emergency situations but should provide as much advance notice as possible.

D. Employees working remotely may request to temporarily work from PPQ offices or any other location for meetings, trainings, connection to the APHIS network for computer updates, etc. When this situation arises, the Employee should contact their Supervisor in advance to provide notice to make appropriate arrangements.

E. The basic rate of pay of a remote-work Employee is determined by the Employee's base pay rate, the applicable locality pay rate, and any special pay rate associated with the Employee's official duty station of record, as recorded on the Employee's OPM Standard Form (SF)-50, *Notification of Personnel Action.*

Section 8. Change or Termination of Agreements

A. An approved telework agreement remains in effect until a change is initiated. Either the Employee or the Supervisor may terminate or change a telework arrangement with a minimum of forty-five (45) calendar days advance written

notification, except in emergency situations where the timeframe may be shorter.

1. A temporary change, for a single pay period, is not subject to the 45-day advanced notification if mutually agreed to by both the affected Employee and Management.

2. An Employee may at any time request to change their scheduled telework day during the pay period to another day in the work week.

B. Approved Telework agreements will remain in place if there is a change in the Employee's Supervisor until a change is initiated in accordance with this section.

C. Management has the right to end participation in either of these workplace flexibilities should an Employee's performance or conduct not meet the prescribed standard, or their continued participation fails to benefit organizational needs.

D. Employees engaged in remote and telework arrangement may be found ineligible if their performance falls below an acceptable level of competence and the Supervisor documents that the Employee's arrangement negatively impacts the Employee's performance, and that continuation of the arrangement will interfere with improving Employee's ability to return to an acceptable level of competence. In such circumstances, Supervisors are required to initiative corrective action to improve identified performance deficiencies consistent with DR 4040-430, Employee Performance and Awards. The Employee's eligibility for such workplace flexibilities must be reassessed every twelve (12) months from the date the Supervisor determined that the Employee's performance fell below an acceptable level of competence.

E. The parties will adhere to the procedures in changing a Work Employment Arrangement, as provided in the USDA DR 4080-811-002, *Telework and Remote Work Programs*.

F. If there is a decision to terminate a remote work arrangement, Management will provide reasonable advance notice to the impacted Employee taking into consideration the distance of the change in official duty station. If Management initiates a termination or change to a remote work agreement resulting in a change in the official duty station, it is considered a directed reassignment and must be communicated to the Employee (except when the Employee loses eligibility to engage in remote work).

Section 9. Grievances

A. As a special provision, all grievances pertaining to an alleged violation of Telework or Remote Work rules and regulations and this article will commence at the Step 1 Formal stage in writing in accordance with this CBA.

Section 10. Reasonable Accommodation

A. Telework or Remote Work may serve as a reasonable accommodation for qualifying individuals in accordance with Article 38 Reasonable Accommodation.

B. An Employee seeking to telework or remote work as a reasonable accommodation is required to follow the policies and procedures outlined in Article 38 Reasonable Accommodation and DR 4300-008.

ARTICLE 57. TELEMATICS DATA (GOV DATA)

Section 1. General

Employees may be furnished with government property to include Government-Owned/Leased Vehicles to conduct official business on behalf of the Agency. Therefore, the Parties recognize the importance of being responsible custodians of government property.

Section 2. Telematics Data

A. Hub Level Fleet Manager (HLFM) may receive automated reports with vehicle's usage and maintenance data. Access to and use of these data will assist in managing federal government property. The expectation of the Parties is that the provision of real time position data to first-line supervisors will be a rare event. Absent an emergency need or investigation, these data will not be provided to first-line supervisors unless a first-line supervisor makes a request for these data to the State Plant Health Director (SPHD) and Associate Executive Director (AED). After implementation of the telematics program, the Parties will have period consultations to discuss the purpose and efficiency of the telematics program. Subjects may include the number of requests made for these data at the local level.

B. Telematics technology will automatically collect various forms of vehicle data such as usage (mileage, trips, days use), maintenance, etc. Vehicles that are equipped with card readers and/or key fobs will not require employee to collect data via paper forms unless there is a business need to do so.

C. Operators of Government-Owned/Leased Vehicle operators will receive information that provides a detailed explanation of telematics features and capabilities in the onboarding package.

D. Primary use of Telematics is to promote the safe and efficient use of the vehicles and is not explicitly tailored for disciplinary purposes. However, any instance of misconduct detected from the collection of data derived from the vehicle's telematics technology and stemming from such employee's use of these vehicles, as corroborated by evidence, will be addressed in accordance with Government-wide rule, law, regulations, and the terms of this bargaining agreement.

Section 3. Employee Responsibility

A. Employees who utilize a Government-Owned/Leased Vehicle are expected to be aware that these vehicles are, or may be, equipped with telematics. Employees are to ensure Government-Owned/Leased Vehicle usage is in accordance with Government-wide rule, law, regulations, the Agency's rules,

and regulations, this Agreement regarding Government-Owned/Leased Vehicle and POV Usage, and to the extent not in conflict with this Agreement.

B. Employees are not to tamper, disable, or remove telematics devices without the prior consent of their supervisors. Tampering, disabling, or removal of telematics devices may lead to disciplinary/adverse action.

Section 4. Provisions

If employees experience alarms coming from the telematics device while operating the Government-Owned/Leased Vehicle, they will notify their supervisors as soon as possible for correction.

APPENDIX A – GREENBOOK APPENDIX

Appendix A is an electronic link and it is subject to change. We will try to keep it updated as much as possible.

To access Appendix A, please go to this page to find the link: Unions – Labor Management Employee Relations.

If you have any issues accessing Appendix A, please contact APHIS-PPQ Care AG at PPQCareAG@usda.gov.

APPENDIX B – MICHIGAN OVERTIME PROCEDURE (TEMPLATE EXAMPLE)

Overtime Procedure

Instituted 7-22-05
Last Updated 11-20-18

Overtime will be assigned to the person in the number one position. That person will then be moved to the bottom of the list after the job has been worked and the date of the overtime job will be added next to their name.

If the number one person has sick or annual leave already approved and therefore will not be on official time at the end of the shift they will be skipped and remain in the number one position. The number two person on the list will then be assigned the overtime. There is no minimum amount of leave that must be taken.

The person assigned to the overtime may give up the job but must go in order of the list.

The person that works the overtime will be the only person that moves to the bottom of the list.

Name	Date of last ROT worked
1. Ellen Yanity	4-6-2019 (Only eligible on work week)
2. Brian Sullivan	1-20-2020
3. Michelle Mikula	1-18-2021
4. David Burt	1-18-2021

APPENDIX C – STAFFING AND OVERTIME MOU FOR FUMIGATION FACILITY AT RAINER, MINNESOTA (TEMPLATE EXAMPLE)

Memorandum of Understanding
Staffing and Overtime for the Canadian National Railway Fumigation Facility at Rainer, Minnesota

The Parties to this memorandum, the National Association of Agriculture Employees, hereinafter referred to as NAAE, and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Plant Protection and Quarantine (PPQ) in Minnesota, hereinafter referred to as Management, enter into this agreement for the purpose of staffing for the Canadian National Railway Fumigation Facility in Rainer, MN should the local PPQ Officer not be available.

Canadian National Railway Fumigation Facility:

The standard tour of duty, normally beginning at 0700, and fumigation start time, will be determined by the PPQ Supervisor/designee.

Rotation:

1. An employee will be responsible for a calendar month period on a rotational basis.
2. A schedule will be created by the Supervisor/designee assigning coverage periods for a period of six months.
3. The official rotation schedule will be released prior to the end of the previous six month period.
4. Qualified employees new to the rotation will be added to the bottom of the schedule and if necessary, the schedule for the remainder of the six month period will be adjusted. Adjustments will be made if these changes create a hardship on any employee.

Employee Responsibilities:

1. The employee assigned to the rotation must be available in accordance with the Availability Exemptions section below and qualified.
2. The monitoring of fumigations will take precedence over other work obligations. Employee is responsible for notifying supervisor if preexisting work deadlines cannot be met.
3. Employees will be scheduled to monitor fumigations for a period of one calendar month.
4. Employees will arrive on site at the scheduled time unless otherwise requested by Canadian National Railway personnel and approved by the PPQ Supervisor/designee.
5. Multiple fumigations in a calendar month may require multiple trips to Rainer, MN based on fumigation requirements.

Options to Pass:

1. An employee may give away his/her assignment with supervisory notification.
2. The assigned employee will offer the slot to the employee immediately following him/her in the schedule.

3. If the first employee declines, the assigned employee will continue down the rotation until the slot is accepted.
4. If no other employee accepts the additional slot, the scheduled employee must monitor the fumigation(s) assigned during his/her rotation unless exempt.
5. Passing of an individual assignment does not alter the order of the rotation.
6. Employees may swap scheduled calendar months with Supervisor/designee approval.
7. If the scheduled employee is not available due to leave or emergencies, the slot will be offered to employees that are available and qualified in order of rotation. If there are no volunteers, a qualified employee may be mandated by reverse SCD to staff the assignment provided they do not have pre-approved leave or pre-approved training.

Availability Exemptions:

1. An employee may be exempted from his/her scheduled assignment for the following:
    a. Religious Observance;
    b. Sick Leave;
    c. Emergency Annual Leave;
    d. TDY;
    e. Leave scheduled and approve six months in advance.
2. If no fumigations have been scheduled prior to the employee returning from the above mentioned exemptions, the scheduled employee will be responsible for monitoring fumigations for the duration of the scheduled assignment.
3. If a fumigation has been scheduled, the replacement employee will be responsible for the remainder of the week.
4. The rotation will be offered to the remaining eligible employees following the protocols under the Option to Pass section above.
5. In the event all remaining employees in the rotation decline, it will be assigned by reverse SCD.

Weather:

1. The PPQ Supervisor/designee will determine if travel to Rainer, MN will occur during inclement weather.
2. Fumigations postponed due to weather will be monitored by the employee scheduled for the time period that the fumigation actually occurs.

If the International Falls, MN position becomes vacant, the rotation will be weekly rather than monthly.

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ERIN STIERS

State Plant Health Director, Minnesota Erin Stiers

October 30, 2018

Date:

NAAE Union Representative
James Triebwasser

October 30, 2018

Date:

We celebrate the conclusion of formal negotiations of Greenbook 4.0 IN WITNESS WHEREOF, the undersigned agree to move forward and submit to agency head review on this 7th day of May 2024.

For National Association of Agriculture Employees

Michael Randall
National President
Chief Negotiator

Julie Orr
National Vice President

Esther Serrano
Assistant ER Vice President

Austen Cole Gandy
Health and Safety VicePresident

For Plant Protection and Quarantine

Calvin Shuler"
Acting Associate Deputy Administrator
Field Operations

erry Sanders Director
Associate Execut
Field Operations

Patrick O'Con
Branch Chief
MRPBS HRD
Chief Negotiator