

MEMORANDUM OF UNDERSTANDING

This Agreement is made by and entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service, Veterinary Services Puerto Rico, hereinafter referred to as the “Employer” or “APHIS VSPR” and the Laborers’ International Union of North America, AFL-CIO, Local 13, hereinafter referred to as “Local 13” or the “Union”, both hereafter referred to as the “Parties”.

Processes initiated prior to the approval date of this Memorandum of Understanding (MOU) will follow procedures under the 2018 Collective Bargaining Agreement (CBA) unless otherwise addressed below. Timeframes for all processes initiated under the 2018 CBA shall remain the same, unless addressed below.

The Parties entered into midterm negotiations on Article 7 Employee Rights, Article 9 Voluntary Allotment of Union Dues, Article 14 Awards and Recognition, Article 19 Performance Appraisal System, Article 20 Actions Based on Unacceptable Performance and Article 35 Within Grade Increases. To maintain the structure of the CBA and numbering of the Articles contained herein the following changes are to be made to the CBA as a result of this MOU:

1. Table of Contents:

Article 14 Awards and Recognition will be replaced with

Article 14 Performance Management and Awards

Article 19 Performance Management System will be replaced with

Article 19 DELETED

2. Article 7, Section 15, paragraph C. will be replaced in its entirety as such:

Old Paragraph C:

In circumstances where there is no legal/regulatory applicable safety or health standard, interim standards such as those found in nationally recognized sources of health and safety criteria, will be utilized. These interim policies will be locally written and shared with the Union and where applicable, negotiated if the policies create a change in working conditions of more than a de minimis nature.

New Paragraph C:

In circumstances where there is no legal/regulatory applicable safety or health standard, interim standards such as those found in nationally recognized sources of health and safety criteria, will be utilized. These interim policies will be locally written

and shared with the Union and where applicable, negotiated if the policies create a change in working conditions which pose a substantial impact on bargaining unit employees.

3. Article 9, Section 5, paragraph E. will be replaced in its entirety as such:

Old Paragraph E:

E. On the first anniversary date of the employee's authorization (date of SF 1187) or during the ten (10) calendar day period immediately preceding the September 1 each year thereafter by submitting a SF-1188 in duplicate to the Payroll Office. Dues revocation may only be received during this 10-day period.

New Paragraph E:

E. On the first anniversary date of the employee's authorization (date of SF 1187) or upon submitting a SF-1188 in duplicate to the Payroll Office.

4. Article 14 will be replaced in its entirety as such:

ARTICLE 14

Performance Management and Awards

Section 1. Purpose

A high level of performance by the Employer's employees is essential to the efficient operation of the Employer and is necessary for the achievement of its goals and programs. Awards and recognition can be utilized to create an environment of inclusion, exceptional performance, effective leadership, and to eliminate barriers to service excellence.

Section 2. Scope

Performance management and awards will be administered in accordance with the current Departmental Regulation, DR 4040-430.

5. Article 19 will be deleted. To maintain the structure of the CBA the following will be inserted:

ARTICLE 19

DELETED

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6. Article 20 will be replaced in its entirety as such:

ARTICLE 20
Actions Based on Unacceptable Performance

Section 1. Performance based actions do not apply to -

- A. The reduction in grade or removal of an employee in the competitive service who is serving a probationary or trial period under an initial appointment or who has not completed one year of current continuous employment; or
- B. The reduction in grade or removal of an employee in the excepted service who has not completed one year of current continuous employment in the same or similar position.

Section 2. Demonstration Period

To address performance problems, refer to Article 14 Performance Management and Awards.

Section 3. Union representation

Please refer to Article 8 Union Rights and Representation

Section 4.

Employees who are reduced in grade or removed because of unacceptable performance may appeal the matter under the statutory procedure of 5 U.S.C. Chapter 43 or 75 or under the negotiated grievance procedure in this Agreement (including ADR).

7. Article 35, Section 3, will be replaced in its entirety as such:

Section 3. Performance Determination

- A. Communication of Performance Requirements – Employees shall be informed of the specific performance requirements that constitute an acceptable level of performance within the time frames and means of communication of performance standards established under the performance appraisal system.
- B. Acceptable Level of Performance Determinations
 - 1. An acceptable level of performance determination shall be based on the current rating of record. This rating, used as the basis for an acceptable level of performance determination, must have been assigned no earlier than at the end of the most recently completed annual appraisal period. The current

performance will be reviewed to ensure that the rating of record reflects current performance unless the employee is entitled to a waiver of an acceptable level of competence determination pursuant to applicable law, rule and regulation.

2. When it is determined that current performance is not at an acceptable level refer to Article 14, Performance Management and Awards.
3. Notification – Employees shall be provided with an acceptable level of performance determination as soon as possible after the completion of the required waiting period.
4. Favorable Determination – The SF-50B, Notification of Personnel Action, shall be used to advise employees that they have achieved an acceptable level of performance and will receive a within-grade increase.

To incorporate the changes and maintain the structure of the existing CBA the attached page replacements will be made. Where text is changed from the original CBA it will be identified using the type font Calibri 12pt in bold.

Pages to be replaced:

Table of Contents, pages i, ii
Article 7, page 9
Article 9, page 17
Article 14, pages 31 thru 35
Article 19, pages 59 thru 62
Article 20, pages 63 thru 64

The Parties hereby agree to the above MOU. The effective date of this Agreement is with the final signature