

## **Article 1-Purpose**

The well-being of the employees and efficient and economical operation of the USDA, APHIS, VS, Cattle Fever Tick Eradication Program (CFTEP) require that orderly and constructive relationships be maintained between the Employer and the Union. The participation of employees in the formulation and implementation of Employer policies and procedures affecting them, contributes to the effective conduct of public business. The Parties to this Agreement recognize that they must assume great responsibilities and must exercise proper restraint and good judgment to establish a stable and meaningful relationship, based upon this Agreement. It is the purpose of this Agreement:

- a. To identify the Parties to the Agreement and define their respective roles and responsibilities under the Agreement.
- b. To facilitate the adjustment of grievances, complaints, disputes, and impasses.
- c. To promote improvements designed to aid management and the employees in achieving their mutually beneficial objectives.
- d. To adhere to the Federal Labor Management Relations Statute.

The parties recognize, in the interest of national security, the requirement for uninterrupted, orderly, economical, and efficient accomplishment of program missions, to this extent, the Employer and Union agree that accomplishment of these missions will be the major consideration in all agreements developed by Employer and the Union in their day-to-day association.

## **ARTICLE 2-Authority and Recognition**

### Section 1.

It is the intent and purpose of the Parties hereto, to promote and improve the conduct of public business and well-being of the employees. In accordance with provisions of Public Law 95-454, the Civil Service Reform Act of 1978, this Agreement is entered into between the Cattle Fever Tick Eradication Program, Veterinary Services (VS), Animal and Plant Health Inspection Service (APHIS), U.S. Department of Agriculture (USDA), hereinafter referred to as the "Employer" and the American Federation of Government Employees (AFGE), Local 3106, hereinafter referred to as the "Union".

### Section 2.

By the FLRA Clarification of Unit dated, June 16, 1978, this Agreement applies to all nonsupervisory Animal Health Technicians and clerical employees of USDA, VS, Tick Eradication Program, under the direction of the Executive Director, Tick Eradication Program, Laredo, Texas. Excluded are all other employees, employees engaged in federal personnel work other than in a purely clerical capacity, supervisors and managers as defined in the Statute.

## **ARTICLE 3- Mutual Rights and Obligations**

### Section 1.

The Employer and the Union agree that good employee/Employer communication is vital to the efficient and effective operation of the Program, and that all reasonable requests for discussions or explanations will be addressed in an expeditious manner.

### Section 2.

If there is a conflict between the Federal personnel regulations, USDA regulations or APHIS regulations, or existing or future laws, either the Local President or the Employer will seek clarification from the Personnel Officer or authorized representative.

### Section 3.

Employer and Union agree not to implement a new policy to any substantive matter under the scope of this Agreement without providing prior notification and consultation/ negotiation as appropriate.

When negotiations are requested in accordance with this Agreement and/or as a matter of law, then the Parties are obligated to negotiate in good faith with the objective of reaching agreement through the diligent and serious exchange of information and by avoiding unnecessary protracted negotiations.

### Section 4.

The Agreement will be considered as a “living document,” and the fact that certain subjects are not listed, as appropriate, for consultation does not restrict either part from meeting with the other to consult on matters appropriate for such discussion under this Agreement. Neither party restricts the other from consulting about issues that are not specifically included or excluded so long as they are related to the issue-at-hand.

### Section 5.

Employees and managers shall conduct themselves in a professional and business-like manner, characterized by mutual courtesy and consideration in their day-to-day working relationship.

### Section 6.

The parties agree to communicate with one another at the local Union official level to assure uniform interpretation, understanding, and implementation of the basic Agreement and are adhered to.

## **ARTICLE 4 - Rights and Obligations of the Employer**

### Section 1.

In the administration of all matters covered by this Agreement, the parties are governed by existing or future laws and regulations of appropriate authorities; by published Agency policies and regulations required by law or by the regulation of appropriate authorities, or authorized by the terms of a controlling agreement at a higher Agency level.

### Section 2.

Management of the Agency retain the right: (1) to determine the mission, budget, organization, number of employees, and the internal security practices of the agency; and (2) in accordance with applicable laws – (a) to hire, assign, direct, lay off, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary actions against such employees; (b) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted; (c) with respect to filling positions, to make selections from appointments from – (i) among properly ranked and certified candidates from promotion; or (ii) any other appropriate source, and (d) to take whatever actions may be necessary to carry out the Agency mission during emergencies.

Nothing in this Agreement shall preclude the Parties from negotiating –(a) at the election of the Agency on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work; (b) procedures which management officials of the Agency will observe in exercising any authority under this section; or (c) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

### Section 3.

All management rights and authorities which have not been specifically modified by this Agreement are recognized by the Union as being retained by the Employer.

### Section 4.

The Employer will fulfill its obligations under the Statute to consult with the Union representatives concerning personnel policies and practices and matters affecting conditions of employment, as appropriate, subject to law and policy requirements.

### Section 5.

The Employer will make every effort to assign non-Tick Program related duties fairly and equitably to qualified and interested employees.

Section 6.

The Employer is obligated to consult with the Union representatives concerning personnel policies and practices and matters affecting working conditions, as appropriate, subject to law and policy requirements. This includes the obligation to confer with the Union upon its request in the foregoing matters.

Section 7.

The Employer agrees to consult or negotiate, where appropriate, including impact and implementation, with the Union, any changes planned what will affect employees in the unit.

Section 8.

Upon execution of this Agreement, the Agreement will be posted on the CFTEP SharePoint.

Section 9.

The Employer will attempt to notify the Secretary-Treasurer of the Union in the event of a death of an employee for the purposes of processing health benefits, where applicable.

## **ARTICLE 5- Rights of Employees**

### Section 1.

Each employee shall 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 shall be protected in the exercise of such right. Except as otherwise provided in this Agreement, 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 represent 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 by representatives chosen by bargaining unit employees.

### Section 2.

The terms of this Agreement do not preclude any employee of the unit from bringing matters of personal concerns to the attention of appropriate officials under applicable laws, rules, and regulations.

### Section 3.

Nothing in this Agreement shall require an employee to become or to remain 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 to payroll deductions or in cash, when proper.

### Section 4.

The Employer shall not discipline or otherwise discriminate against the employee because he/she has filed or given testimony under Title VII.

### Section 5.

Employees shall have the right to engage in extracurricular activities and undertakings outside of work and on personal time that do not violate APHIS, Department of Agriculture, or other appropriate authority's Directives, Regulations or Policies.

### Section 6.

Any activities performed by any employee relating to the internal business of a labor organization (including the solicitation or membership, elections of labor organization officials, and collection of dues) shall be performed during the time the employee is in a non-duty status.

## **ARTICLE 6- Rights and Obligations of the Union and its Representatives**

### Section 1.

The Union has the exclusive right to represent all employees in the bargaining unit in consultation and negotiations with the Employer with respect to the formulation and implementation of new personnel policies and practices, and matters affecting conditions of employment-within the authority of the Employer and, as appropriate, under applicable law and regulations and agreements.

### Section 2.

The Union recognizes its obligations under exclusive recognition and accepts responsibility for and agrees to represent, in good faith, the interests of all employees in the bargaining unit without regard to Union membership.

### Section 3.

Upon request, the Union agrees to provide the Employer with a current and complete list of all elected officers, committee representatives, all other representatives, and all authorized Union Stewards.

The Employer will be notified as soon as possible, with current contact information, whenever the Union changes officials, in writing and the Union will update the appropriate SharePoint site.

### Section 4.

The Union shall be given the opportunity to be represented at discussions between management and employees or employee representatives concerning grievances, personnel policy and practices, or other matters affecting general conditions of employment of employees in the unit.

The Employer agrees that Union Stewards are authorized a reasonable amount of official time during duty hours to consult with management, and for duties other than internal Union business. The amount of official time will be determined by the Employer in accordance with Article 20. Official Time.

### Section 5.

Management agrees that there shall be no restraint, interference, coercion, or discrimination against the steward because of the performance of such duties.

### Section 6.

Any Union steward or elected official who is to be permanently transferred/reassigned, will be given a reasonable amount of official time to resolve any ongoing cases during or after the action becomes effective.

Section 7.

Union officials shall not use their Union positions for matters outside the scope of this Agreement. They shall conduct their business with dispatch, shall not leave their post of duty on Union business without prior approval of their immediate supervisor, and, on returning to their work stations, shall personally notify their immediate supervisor of their return. Stewards must fully understand that designation as a steward does not, in any way, relieve him/her from responsibilities as an employee, and must continue to observe all work rules and rules of conduct established by law, regulation, and agency or program policy. Any alleged abuse of official time will be brought to the attention of Management who will consult with the President of the Union. Stewards will not solicit grievances on official time.

Section 8.

Union officials and members will not harass employees who do not wish to participate in the Union.

Section 9.

Prior to any Union official bringing any matter of concern to individuals outside the Tick Eradication Program, it will first be discussed with the Director of the CFTEP or designee. If this discussion does not resolve the matter, the Union official will be informed of the appropriate authority to resolve the issue.

Section 10.

Consultation between elected Union officers and Management will be conducted during regular working hours whenever practicable. Union representatives who are not employees may participate, by advance notice, in meetings with Designated Agency Officials, and with employee organization officials.

Section 11.

Stewards may represent employees outside of their respective work area, when needed.

Section 12.

Union officers and stewards are considered officials of the Union.



## **ARTICLE 7- Scope and Level of Consultation and Negotiation**

### Section 1.

Management shall negotiate or consult with the Union on the provisions of this Agreement and on matters relating to personnel policies and practices and conditions of employment within Management's discretion and which are not matters already negotiated within this Agreement. Matters appropriate for negotiation or consultation shall include policies affecting conditions of employment including, but not limited to, training, labor management cooperation, and employee services.

### Section 2.

Conditions of employment specifically covered by Federal Statutes, Executive Orders, and government-wide regulations are not subject to negotiation. However, nothing in this Agreement shall prevent or deny the Union the rights assured by 5 USC 71.

### Section 3.

For the purpose of this Agreement, the following definition of "negotiation" and "consultation" will apply:

- a. negotiation: bargaining on appropriate issues relating to personnel policy, practices, and conditions of employment in accordance with 5 USC 71 with a view of arriving at a mutually agreeable position;
- b. consultation: verbal discussion or a written communication between representatives of the Union with Management;
- c. for the purpose of obtaining their views on matters of appropriate concerns to employees in the bargaining unit.

### Section 4.

Should the Union elect to negotiate over an Employer's written proposed change, the Union will respond with a written request to negotiate and negotiable proposals within 14 calendar days. The Union's proposals must be within the realm of the changes being proffered. Union proposals will be submitted to the identified Agency official with a copy to the designated Labor Relations Specialist. If the Union elects not to respond or if written proposals are not submitted within the time limit, the Employer will have no obligation to bargain on the matter and may implement the change(s).

Section 5.

The Union will be authorized the same number of Union representatives on official time as the Agency has representatives at the negotiating table.

## **Article 8 – Negotiation Impasses and Disputes**

### Section 1.

Should an impasse be reached in negotiation after serious and reasonable consideration, the Employer or the Union may request the Federal Mediation and Conciliation Services (FMCS) to provide a mediator in an effort to resolve the issue at impasse.

### Section 2.

The Parties agree to attempt informal resolution of the issues in the interim period between the request for and the arrival of FMCS.

### Section 3.

If the services of FMCS do not resolve the impasse, either party may submit the issue in dispute to the Federal Service Impasse Panel in accordance with applicable rules and regulations.

### Section 4.

If the Parties cannot agree on the negotiability of any subject or issue, the Federal Labor Relations Authority may be requested, in accordance with applicable rules and regulations, to make a negotiability determination on the subject.

## **Article 9 – Joint Cooperative Improvement Committee**

### Section 1.

There shall be established a Joint Cooperative Improvement Committee to consider such matters as safety, economy, efficiency, employee morale, and other matters, as agreed. The committee does not negotiate or consider specific grievances.

### Section 2.

The Committee will be composed of two (2) Union representatives from the CFTEP counties, the Union President, totaling three (3) Union members. Management will determine its own Members designated by the Employer. The Local President and a management official (or designees) will co-chair the meetings.

### Section 3.

The Committee shall meet quarterly. The meeting shall be held telephonically or via other electronic means by mutual agreement. The Committee shall devise its own internal working procedures. Any recommendations of the Committee shall be forwarded to the Employer and the Union for their joint consideration. Responses to recommendations will be provided to the Committee by the next meeting. Meetings will be held during working hours without charge to leave.

### Section 4.

The Committee may be redesigned annually.

## **Article 10 – Use of Official Facilities**

### Section 1.

Government facilities will be made available, whenever practicable, for meetings of Local 3106 members. Facilities will be scheduled and subject to normal housekeeping and security requirements.

### Section 2.

Union Officials may, with prior supervisor approval, use Government local telephone service in the conduct of official labor management relations activities, and in accordance with the Agency's current "limited use of electronic equipment" policy. Such use will not conflict with performance of Program-related duties.

## **ARTICLE 11- Personnel Files**

### Section 1.

Any note or file used in support of a disciplinary action, will be provided to the employee at the time the disciplinary action is issued.

### Section 2.

- a. Employees may request to review his/her Official Personnel Folder, performance file, or position description.
  
- b. If such records are locally maintained, the supervisor will facilitate this review. If the records requested are not available to local supervisors, the employee may access the information via the Agency's Electronic Official Personnel File program. The local Administrative Staff will assist the employee in obtaining access to the requested materials.

## **ARTICLE 12- Horse Allowance**

### Section 1.

Employees covered by this Agreement and required by Management, as a condition of employment, to furnish horse and necessary equipment to be used on the job will be entitled to an allowance in the amount of:

The current rate for the horse allowance, as of the effective date of this Agreement, is \$300.00 per biweekly pay period.

Thereafter, on an annual basis and in conjunction with the annual General Schedule pay increase, the horse allowance will increase equal to the annual percentage rate increase given GS employees. This rate increase does not include the “locality pay” component of the GS annual increase. It only applies to the base GS rate increase.

### Section 2.

If an employee is on leave due to illness or injury beyond 90 consecutive days or is receiving injury compensation beyond 90 consecutive days or on limited duty of a period of more than 90 consecutive days, horse allowance will be suspended until such time as the employee and his horse are returned to full duty. If circumstances warrant, extension of horse allowance may be continued beyond the 90 days, based on Physician’s prognosis that the employee is likely to return to “horse” duty in the near future.

### Section 3.

The parties agree that safety is of primary concern. Management and the Safety Coordinator will systematically inspect said equipment on an irregular and/or random basis. Should equipment be found unacceptable, it will be repaired or replaced promptly. If not, said equipment will be removed from use until the problem has been rectified. In the event of a disagreement as to acceptability of equipment, the Field Operations Supervisor or designee and the Local President or designee will resolve the disagreement. If resolution cannot be reached, the Director of CFTEP or designee will make the final determination.

### Section 4.

The necessary equipment, horse, and trailer will be available while an employee is in a duty status except in such instances when the horse is temporarily disabled due to injury or illness, or when equipment or trailer is being repaired. If a veterinarian determines that a horse is permanently unsound, the employee will have 30 calendar days to find a required horse, trailer and equipment for other than the above reasons, he/she may be subject to disciplinary action and may be subject to suspension of any additional horse allowance until the condition is rectified.

Section 5.

The above horse allowance will not be subject to any reopening, renegotiations or amendment for the life of this Agreement as stated in Article 38.

Section 6.

Any changes in an employee's use of horse and necessary equipment directed by Management will be subject to consultation and/or negotiation, including impact and implementation, upon request, prior to said change.

Section 7.

Horse allowance will remain in effect during VS details.



## **ARTICLE-13 Contracting**

### Section 1.

Unless prevented by circumstances, Management will give the Union at least thirty (30) calendar days' prior notice of contracting actions which will displace employees. Management further agrees to minimize adverse effects on bargaining unit positions affected by a contracting out decision, the procedures as outlined in Article 25. Reduction in Force will be followed.

### Section 2.

The Employer agrees that prior to implementation of a decision to contract out, the Union will be given the opportunity to negotiate regarding the impact and implementation of such a decision which adversely impacts bargaining unit employees.

## **ARTICLE 14- Hiring, Merit Placement and Promotion**

### Section 1.

The principle of merit promotion is to ensure that employees are given full and fair consideration for advancement and to ensure selection from among the best-qualified candidates. The Employer and Union recognize the need for creating a stable work force and providing maximum opportunity for employee advancement and development. The Employer will post all merit placement and promotion plan vacancy announcements, pertinent to the Program on USAJobs or any other appropriate forum.

## **ARTICLE 15- Reassignments and Lateral Transfers**

### Section 1.

A Reassignment is defined as a change of an employee, while serving continuously in the same Agency, from one position to another without promotion or demotion.

A lateral transfer is a change in worksite, but not a loss of grade or pay.

An employee must meet the qualifications for the position which they will be Reassigned or Transferred.

### Section 2.

Consideration for reassignment and transfers will be given to employees expressing an interest and who have successfully completed a one year probationary period and have an acceptable level of performance rating of record per the effective Performance Management System.

The Employer's decision is final concerning reassignments and transfers.

### Section 3.

Employees may request changes in their work areas. All such requests are subject to management's right to assign employees and work, and to determine the personnel by which Employer operations shall be conducted. Such requests will be considered by management, and a good faith effort will be made to balance the needs of the employee with the Employer's Program needs. Any voluntary changes will be processed in accordance with applicable laws, rules, and regulations.

### Process

1. Employee submits letter to intent of lateral transfer to immediate supervisor and receiving county supervisor, and CFTEP Director.
2. If approved, selections will be on a first come first serve basis as long as requirements of Section 5 of this article have been satisfied.

### Section 4.

County Supervisors will maintain a list of employees that desire to transfer laterally within the Program to their county. Every consideration will be given to the desires of employees expressing an interest in transferring laterally.

### Section 5.

Consideration for reassignment and transfers will be given to employees expressing an interest and who have successfully completed a one year probationary period and have an acceptable level of

performance rating of record per the effective Performance Management System. If multiple transfer requests are received priority will be given to the first notice received.

## **ARTICLE 16- Performance Appraisals (Evaluations)**

### Section 1.

The Performance management and awards programs will be conducted in accordance with the current USDA Departmental Regulation, DR 4040-430, Performance and Awards.

### Section 2.

It is the employee's responsibility to ask questions if the standards and elements are not understood. Performance Standards must be in writing prior to initiating corrective action.

### Section 3.

Performance rating will be discussed with the employee in private the employee will be encouraged to freely his/her views. It must be recognized that it is the employee's right to disagree.

## **ARTICLE 17- Equal Employment Opportunity**

### Section 1.

The parties agree to cooperate in providing equal opportunity in employment for all persons, to prohibit discrimination because of age, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), disability, genetic information, national origin, marital status, political affiliation, labor organization affiliation or non-affiliation, status as a parent, or any other non-merit based factor, or retaliation for exercising rights with respect to the categories enumerated above, where retaliation rights are available and to promote equal opportunity through continuing affirmative action.

## **ARTICLE 18- Training and Employee Development**

### Section 1.

The parties agree that career development of the employee is of benefit to the Government and to the employee. The Employer agrees to assist the employee in the correct and complete implementation of an Individual Development Plan (IDP) in accordance with the current USDA Departmental Regulation, DR 4040-410. The IDP will be reviewed and updated at the time that performance reviews are accomplished to ascertain progress made toward career development, as it pertains to job-related activities.

The Employer will advise employees of training opportunities via e-mail, postings, fax or through other electronic training media such as Ag-Learn.

### Section 2.

The Employer may provide employees with training and development opportunities which will enable the employees to do their work effectively, attain their career objectives, and accomplish the Agency mission. Such opportunities will be based on the interest of the Program and the employees, but in no instance solely for the benefit of the employee. In the event of displacement, training will be given which would qualify employees for other available positions, where appropriate, as determined by management, and when available.

### Section 3.

The Employer will provide employee on-the-job cross training to the maximum extent practicable, employing such techniques as interchanging employees when they share mutual desires to receive training in each of their respective positions.

### Section 4.

Employees will not be held responsible for tick identification or technical skills prior to formal training.

### Section 5.

Management will make every effort to offer training opportunities on a fair and impartial basis to qualified employees, as the budget permits.

### Section 6.

Management will consider employee requests for adjustments to their work schedule for educational purposes in accordance with current policy outlined in the Human Resources Desk Guide.

### Section 7.

Management will consider all recommendations from employees or the Union regarding training topics.



## **ARTICLE-19 Leave**

### Section 1.

Subject to the maximum limitations provided by law, accrual of annual leave is a right of the employee which may not be denied. While an employee has the right to take annual leave, management has the authority to determine whether it will be approved or denied, subject to the needs of the Agency.

The Human Resources Desk Guide provides guidance as well as notice for all related leave activities to include advanced leave and FMLA.

### Section 2.

When the Employer finds it necessary to cancel previously approved annual leave, the action will be explained to the affected employee. Denial of use of annual leave will be based upon the business needs of the office as determined by management.

### Section 3.

When practicable, Management will grant the use of annual leave as requested by the employee on a first-come, first-served basis. However, Management will assure that the scheduled vacation periods are planned as permitted by local circumstances and working conditions. A copy of the leave request denial will be returned to the employee.

### Section 4.

Where unforeseen emergencies arise requiring the request for leave not approved in advance; approval of the use of annual leave may not be presumed by the employee. Except where circumstances beyond the control of the employee do not permit, the employee must contact the supervisor within 2 hours of the scheduled starting time of the employee.

### Section 5.

Employees shall earn sick leave in accordance with applicable laws and regulations. When sick leave is requested due to incapacitation from duty, management will consider such requests and either approve or deny. Employees will provide notice to their immediate supervisor of their absence from duty. Sick leave must be requested in advance for visits to doctors, dentists, and for the purpose of diagnostic examinations and X-rays.

### Section 6.

Management retains the right in accordance with governing regulations to require a medical certificate to justify the granting of sick leave. Upon Management's request, Employees are required to submit certificates from their physician or statement prepared by the physician, supporting sick leave requests, when they are absent on sick leave for more than 3 consecutive workdays. This

certificate must be presented within fifteen (15) calendar days after the date it was requested. If this is not practical, despite the employee's diligent, good faith efforts, the documentation must be provided within 30 calendar days after the date it was requested.

Should the Employer have reason to suspect Sick Leave abuse, the Employer may require the employee provide a physician's statement covering absences of less than 3 consecutive workdays.

If an employee has been given a Sick Leave Restriction letter, the employee will be required to document absences with medical certificates during the "term" of the Sick Leave Restriction letter.

The "term" for a Sick Leave Restriction Letters will normally be a period of six (6) consecutive calendar months. Management has ability to end or extend the term at its discretion.

#### Section 7.

Failure to be in an authorized leave status, comply with leave requesting procedures, or adhere to a call-in policy as stated by this article may result in a charge to absence without leave (AWOL) which may lead to disciplinary or other administrative action.

#### Section 8.

Employees have the right to request, and may be granted, consecutive weeks or accrued annual leave each year.

#### Section 9.

A request for leave without pay by an employee will be duly considered by management. In most circumstances, LWOP is a temporary fix and not a solution for an employee's leave status as it has broad impacts not only upon an employee's benefits but the needs of the office.

LWOP is not an entitlement, but for narrow circumstances.

#### Section 10.

An employee may be excused without charge to leave to exercise his/her right to vote, serve on a jury or testify before a court or legislative body, in accordance with the Human Resources Desk Guide.

#### Section 11.

Upon written request, leave may be considered to an employee for the purpose(s) of participating in Labor-Management Relations activities.

## **Article 20 Official Time**

### Section A. Definitions

1. In accordance with 5 USC 7131, Union representatives shall be allowed a reasonable amount of official time, if otherwise in a duty status, to carry out their representational activities. This time will be without charge to leave. Employees acting as Union representatives may be released from duty without charge to leave for appropriate representational purposes under the Statute. Official time for employees and representatives is provided under separate authority to participate in certain statutory appeal procedures. This includes, but is not limited to, proceedings before the Federal Labor Relations Authority and the Equal Employment Opportunity Commission.
2. Total Official Time: The total amount of Official Time available to the bargaining unit per calendar year under 5 U.S.C. 7131(d) which is the time as determined by management and in the public interest.

### Section B. Permitted Use of Official Time:

Union representatives shall request official time from their supervisor and shall be granted as determined by management and in the public interest, official time, for purposes defined in Section E, unless the Union representative's absence will significantly interfere with the completion of the Agency's critical day to day operations or the performance of its overall mission.

### Section C. List of Stewards and Officers:

The Union shall keep current its list of officers and stewards by program area. Any changes to the list will be submitted in writing to the servicing labor relations specialist, normally within three (3) days before the individual will be recognized by the Agency as having authority to represent the Union and be granted official time for representational duties. In exceptional circumstances, such as when a new steward replaces an old steward and is immediately confronted with a situation requiring union representation, the Union may notify the Agency's designated representative orally, but must submit a written confirmation within three (3) days after that oral notification. The Union reserves the right to assign stewards to any case or program area.

### Section D. Purposes of Official Time:

For the purposes of this Article, official time for representational purposes or representational activities is covered by 5 U.S.C. Section 7131 and shall include the following:

1. Any formal discussion between one or more representatives of the Agency and one or more employees in the unit concerning their grievance, or one or more employees or their representatives concerning personnel policy or practices or other general conditions of employment.

2. Any examination of an employee in the unit by a representative of the Agency 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
3. Any meeting between a Union representative(s) and one or more representatives of the Agency that is initiated by either the Agency representative or the Union representative in order to informally resolve problems of concern to either party.
4. Participation in bargaining, including mediation and/or the resolution of any bargaining impasse and/or negotiability question.
5. The participation in proceedings initiated by the Union or by the Agency in connection with statutory or regulatory appeal procedures involving the Union or any member of the bargaining unit.
6. Preparation for the above activities.
7. Provided the workload needs of the Program, the Union may select representatives from those as designated in Section C, above, and those representatives shall be granted up to forty (40) hours of official time to attend union sponsored labor-management training in their first twelve (12) months of union service; in subsequent years, representatives shall be granted up to twenty-four (24) hours. The Agency will consider additional requests for official time to attend union sponsored labor-management training on a case-by-case basis. Hours not used for union sponsored training are not transferable and will not be accumulated and carried forward from year-to-year.
8. The total number of training hours may be extended by mutual agreement. The request from the Union needs to be addressed to the LRO or designee.
9. Preparation and participation in any other grievance or arbitration procedures negotiated between the parties consistent with the terms of this Agreement and authorized by law or regulation.
10. To act for the Union in a representational capacity before Congress on matters related to conditions of employment for bargaining unit employees. This will be limited to no more than three (3) Union representatives.

It is understood that any unused hours at the end of the year will not be carried over to the next year and subsequent years.

#### Section E. Travel and Meetings

A. Official time will be granted for one Union representative at a time to appear before the Federal Labor Relations Authority, the Merit Systems Protection Board, the Federal Services Impasses Panel, or the Federal Equal Employment Opportunity Commission, if designated by an BUE appellant or complainant as the personal representative. The Agency will pay for travel and per diem for one Union official at a time.

B. Union representatives will be allowed a reasonable amount of travel and per diem in conjunction with official time to perform representational activities. All travel related to representational duties will be considered based on availability of funding. Requested travel may be postponed due to valid operational need.

#### Section F. Limitations on the Use of Official Time

1. Official time will not be permitted for internal Union business (including the solicitation of Union membership, elections of labor organization officials, and collection of dues) pursuant to 5 U.S.C. 7131(b).
2. Official time will not be permitted when the use of official time will significantly interfere with the completion of the Agency's critical day-to-day operations or the performance of its overall mission. The union is committed to minimize disruptions caused by steward case load to the Agency's on-going work in small work units; the Agency recognizes that unusual circumstances may arise which will require flexibility in conducting the Agency's work.
3. Official Time shall not be used to earn overtime, compensatory time or credit hours unless management orders the attendance of a bargaining unit employee to perform representational functions outside of their regularly scheduled tour of duty. Official time shall not be used for representing employees in other bargaining units.
4. Nothing in this Article will prohibit an employee from taking unpaid leave to perform representational activities.

#### Section G. Procedures for Requesting Use of Official Time:

The following procedures shall be followed for requesting the use of official time for the purposes set forth in Section D, above.

1. The Union representative shall request in writing, official time from her/his supervisor at the earliest reasonable opportunity and the request shall include the purpose specified in Section D. The request for official time shall be for finite periods, based upon the representative's good faith estimate of the time required to perform the particular function. For incoming and reasonable duration outgoing telephone calls, no prior approval is required. In situations where the life, limb, or property of an employee is threatened, a representative may leave the work area without approval.

2. Requests for the use of official time shall be made to the Union representative's immediate supervisor, or in the absence of the immediate supervisor, to the next higher level of supervision.
3. In the event the Union representative requires additional time due to unforeseen circumstances, after approval has been given, the representative shall request an extension of that time, by telephone or other appropriate means. The request shall be made to the approving official, or, in that person's absence, to the next higher level of supervision. The extended time shall be granted unless the Union representative's absence will significantly interfere with the completion of the Agency's critical day-to-day operations or performance of its overall mission.
4. The Parties understand that unforeseen needs may arise precluding advance approval, such as telephone calls or visits to the Union representative's work site. The Union representatives will make a reasonable effort to ensure that employees use proper procedures for obtaining approval for use of official time to engage in representational activities, as outlined in this Article.
5. The Union representative's immediate supervisor will be informed when the Union representative leaves the work site on representational activities. After completing the representational activity, the union representative's immediate supervisor will be informed of the representative's return. It is the Union representative's responsibility to document his/her time used for representational activities on his/her time sheet upon return to the office.
6. Requests for official time for purposes other than those enumerated in Section D. Such requests should be made by the steward or appropriate Union officer to the servicing labor relations specialist.

#### Section H. Availability of Official Time in Case of Disapproval

1. In the event that a Union representative's request for official time is disapproved, in whole or in part, the supervisor will notify the Union representative as much in advance as possible, so that the Union may select an alternative representative. The supervisor will state the reason for the denial.
2. In the event of disapproval or delay, the Agency will make every attempt to reschedule the representational activity or modify the representational deadline.

#### Section I. Employees' Right to Official Time

1. Employees are entitled to an amount as per managements discretion of official time to consult with Union representatives on conditions of employment and to prepare for and attend meetings with the Agency regarding conditions of employment, including the participation in appeal proceedings. Employees shall obtain supervisory approval to use official time.

Section J. Record Keeping

1. Official time used is to be recorded on the Union officer's or steward's or employee'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  
38 Regular time - Grievances and Appeals
  
2. Official time for handling telephone calls will be summarized daily and placed on the biweekly time sheet using code 37.

Section K. Disputes:

Any dispute over denials of official time requests from approved union representatives and/or employees representing themselves as outlined in Section D will be resolved through the grievance procedure set forth in Article 31, Grievance Procedures, of this Agreement.

Section L. Miscellaneous:

If any changes to applicable law, Federal rule or regulation, Executive Order(s), Office of Personnel Management or USDA Departmental Regulation impact the provisions of this Article, either Party has the right to renegotiate this Article in accordance with Article 7 of this Contract.

Section M. Performance Evaluation

The use of official time or duty time, in accordance with this agreement, will not adversely affect an employee's performance evaluation.

## **ARTICLE 21- Tours of Duty**

Section 1.

### **Purpose**

This article shall be administered in accordance with Title 5, U.S.C., Chapters 61, title 5, CFR, and this agreement. The purpose of this article is to prescribe the policies covering hours of work for all employees in accordance with applicable law and regulation.

Section 2.

### **Definitions**

Tour of Duty: is the hours of a day and the days of a workweek that constitute an employee's regularly scheduled workweek (e.g., Monday-Friday, 8:00 a.m.-4:30 p.m.).

Administrative Workweek: means any period of 7 consecutive days (as defined in this section) designated in advance by the head of the agency under section 6101 of title 5, United States Code. Usually an administrative workweek coincides with a calendar week.

Section 3.

Tours of Duty will be in accordance with the HR Desk Guide.

Section 4. General Provisions

A tour of duty consisting of the first 40 hours in a pay status in the administrative work week will be established. This tour of duty will consist of the first 40 hours in a pay status within an administrative work week and must occur during consecutive days of the administrative work week.

In general, AHTs will work the following.

The three basic First 40 tours of duty that may be established within each county are:

1. Sunday through Thursday (Shift 1)
2. Monday through Friday (Shift 2)
3. Tuesday through Saturday (Shift 3)

Sometimes conditions prevent advance determination of the specific work hours, the number of hours per day, and/or the specified workdays. In such cases, the agency may designate the first 40 hours of the administrative workweek in a pay status as an employee's basic workweek. The first 40 hours in a pay status are considered regularly scheduled for premium pay and hours of duty purposes.

Schedules may include an early and/or late shift, encompassing the daylight hours (ie., sun up to sun down). This does not preclude work being conducted outside of the daylight hours.



A (ten) 10 Day Schedule occurs when an employee's schedule changes from a Shift 3 to a Shift 1. Typically, the employee is off the Saturday, Sunday, and Monday prior to the beginning of their assigned Shift 3.

## Section 5. Individual County Schedules

### 1. Cameron

Shift 2 and Shift 3

\*Weekend Work

### 2. Hidalgo

Shift 2 and Shift 3

\*Weekend Work

### 3. Starr

Shift 2 and Shift 3

\*Weekend Work

### 4. Zapata

All three (3) Shifts

\*Weekend Work

### 5. Webb

All three (3) Shifts

\*Weekend Work

### 6. Maverick

Shift 2

### 7. Val Verde

Shift 2

### 8. Los Fresnos

Shift 2 and Shift 3

\*Weekend Work

\*During Hunting Seasons Shift 1 may be added to a county's basic First 40 tour of duty.

Generally, tours of duties will be scheduled as indicated above, however, in order to maximize field operations efficiencies due to the needs of mission, each county may deviate from the above. For

example, counties such as Starr, Zapata, and Webb have seasonal work which provide for an exception to the above. In some situations, it may not be appropriate to schedule employees to work “Shift 1” (Sunday through Thursday) in the absence of operational needs.

Conditions that may produce a deviation from the above Shifts include, but are not limited to:

1. Quarantine
2. Hunting Season
3. Staff Reductions
  - a. Use of Leave
  - b. Emergency Deployments
4. Inclement or Adverse Weather

#### Section 6.

With the exception of emergency circumstances, work schedules will be posted 14 calendar days in advance. Records of schedules and overtime shall be maintained by Management and shall be made available to the Union officers upon their written request. Should there be a need for Management to alter a posted schedule, Management will send notice to the Local President prior to changing the posted schedule.

As a result of emergencies, incident responses, unusual workload, operational demands or TDYs, work schedules may be temporarily changed. Management will provide advanced notice to the Union of at least one pay period for non-emergencies and as soon as practical for emergencies or incident responses. Employees will be notified as soon as possible of any schedule changes after the initial posting.

#### Section 7. Swaps

A. For the purpose of this Section, a swap is defined as the voluntary exchange of a scheduled daily (shift) or tour of duty (weekly) between two employees.

1. Infrequent employee requests to temporarily swap shifts or tours of duty will be approved provided the employees involved in the swap are qualified by management to perform the duties encompassed in the swapped shift or tour of duty and the swap does not result in a negative impact on operations or an increased cost or conflict with overtime cap compliance procedures. Swaps may not be approved to the extent they undermine the purpose and intent of any other provision of this Agreement (e.g. Overtime), and/or, if the involved employees are in a leave, TDY, or light duty status.
2. In order to be considered under this Section, employee swap requests must be submitted to the appropriate management official by the involved employees not less than five (5) calendar days in advance of the day (for shift swaps) or start of the work week (for tour of duty swaps). Requests submitted less than five (5) calendar days in advance may be approved at the discretion of management.

- B. Once scheduled for a tour of duty accordance with this Article, the accepting employee is responsible for reporting for duty. Failure of the accepting employee to report for duty may result in disciplinary action being taken.
- C. Any schedule changes provided under this Section will be made notwithstanding any other provision of this Article, are not grievable pursuant to Article 32. Grievance Procedure by the employees involved or not involved in the schedule change, or by the Union.

#### Section 8. Resolving Disagreements Related to Work Schedules

In order to resolve disagreements at the lowest level possible, the employee shall make a good faith effort to meet with their immediate supervisor or their designee. If resolution is not reached, then the employee may file a grievance in accordance with Article 32.

#### Section 9.

When holiday duty falls within a work schedule that has previously been established and routinely followed, the employee assigned this schedule works the holiday. If additional employees are needed, the following seniority procedure will be followed: Seniority will be based on time served in the Cattle Fever Tick Eradication Program. The county supervisor will establish a list for holiday work assignment. Employees will be listed in order of seniority. The listing may not be changed, except to correct an error. The employee with the most seniority will be offered the holiday work assignment. If he/she declines, the assignment will be offered to the next senior employee until the assignment has been accepted. If all employees decline, the employee who heads the list (most senior) will perform the holiday work. The order of preferences will rotate. If an employee accepts or declines a holiday assignment, his or her name will be moved to the bottom of the list. Substitutions may not be made by any employee except the county supervisor.

#### Section 10.

Non Animal Health Technician employees are free to apply for participation in the Agency's "Maxi-flex" program. Such application will be reviewed and approved or denied in accordance with the current Maxi-flex policy and directives outlined in the MRPBS Human Resources Desk Guide.

## **ARTICLE 22 - Overtime**

### Section 1.

Overtime and travel compensatory time will be paid in accordance with Human Resources Desk Guide (HRDG). Management reserves the right to order and approve overtime in accordance with the HRDG and this Article.

### Section 2

Management reserves the right to order, approve, and distribute overtime on a fair and equitable basis and that is in a manner consistent with the terms of this Agreement, and consistent applicable law, rule, and regulations. Unscheduled overtime that is out of the employee's assigned area will be equalized. Overtime will not be used as a reward or a penalty.

Irregular and Occasional is defined as: Overtime work that is not part of an employee's regularly scheduled administrative workweek.

### Section 3. Call Back

Call back is when an employee is released from work at the end of the workday and is recalled by the Agency to return to work.

Employees called back to work from a non-duty status after completing their first 40 hours will be compensated for a minimum of 2 hours overtime pay in accordance with the 5 C.F.R. 550.112.

### Section 4. Travel from Home to Office

For those who do not have Remote work designations, travel from home to work and vice-versa is not hours of work. When an employee travels directly from home to a temporary duty location outside the limits of his or her official duty station, the time the employee would have spent in normal home to work travel shall be deducted from hours of work. An employee who travels from home before the regular workday begins and returns home at the end of the workday is engaged in normal, "home to work" travel; such travel is not hours of work.

### Section 5

Management determines the need for, approves and assigns all overtime work, and determines the required qualifications of employees to perform the overtime assignments.

### Section 6

Management will make a reasonable effort to inform on-duty employees of their assignment as far in advance as practicable, and where possible, at least four (4) hours in advance of the end of their scheduled assignment, except when prevented by abnormal or unforeseen circumstances.

## Section 7

### Overtime selection process:

- a. Overtime will be assigned first by seeking qualified volunteers within the work unit which would normally be functionally responsible for the task at hand.
- b. If more than enough qualified volunteers apply, the volunteer with the greatest seniority as determined by Service Computation Date (SCD) will be first offered to work the overtime.
- c. If the most senior employee declines the overtime assignment it will be offered to the next employee in sequence until a qualified volunteer is identified.
- d. In the absence of sufficient qualified volunteers within the work unit, inverse seniority (among qualified employees within the work unit) as determined by SCD for leave shall apply.
- e. If the list is exhausted and no volunteer has been identified, the employee with the lowest number of worked overtime hours will be directed to the overtime assignment.
- f. Overtime assignments begin when an employee leaves his/her Official Duty Station (ODS) or continues from their current work location to the overtime assignment to complete required work. The overtime shall terminate when the work associated with the assignment is completed by the employee and he/she returns to their ODS.
- g. Overtime assignments begin after the employee has fulfilled their first 40 tour of duty. If at home, then the employee will be compensated in accordance with Section 3. Call Back.

## **ARTICLE 23- Safety**

### Section 1.

It is understood that the safety of all employees is a primary concern of both the Union and the Employer. The Agency will strive to provide and maintain safe and healthful working conditions for all employees, in accordance with applicable standards and regulations. The Union will cooperate and strive in this effort by promoting good safety practices; the use of safety equipment; and, that safety procedures and practices are complied with by all employees to avoid on-the-job accidents and injuries. If a dispute with respect to unsafe working conditions exists, upon request, the first line supervisor may conduct an inspection; make recommendations, report, and attempt to resolve the dispute.

### Section 2.

Upon request, employees will be provided with contact information for matters related to Office of Workers' Compensation Programs (OWCP).

### Section 3.

The Union will be notified by the Employer as quickly as possible of all occupational safety and health hazards, including reports from other agencies. This includes promptly forwarding or notifying employees of imminent hazards or warnings received from other Agencies.

### Section 4.

The Employer will be responsible for providing for the safety, training, and welfare of employees performing duties in isolated areas. This includes training provided by other agencies pertaining to all hazardous conditions that may be encountered in the performance of regular duties. The Agency will follow existing policy for staffing camps in isolated areas.

### Section 5.

Employees will immediately report all injuries, illnesses or hazardous conditions which occur on the job to their immediate supervisor, without fear of restraint, coercion or reprisal.

### Section 6.

When an employee provides a Physician's, medical statement restricting him/her to limited or light duty, the Agency will make reasonable attempts to assign tasks or duties that meet the physical restrictions identified. If the medical documentation is unclear or has no expected "duration" the employee may be asked to provide clarification from the attending physician.

Employees will use sound judgment and take proper action regarding imminent dangerous situations. This may include leaving the immediate work location, taking corrective action, etc. The employee will report such activity to a supervisor as soon as possible.

## Section 7.

Each supervisor of the Tick Inspectors and a Safety Coordinator will jointly conduct inspection of all safety equipment issued by the Employer, and horse, trailer, and saddle and additional equipment provided by the employee. An inspection form will be signed by both Parties and copies provided to the employee, Union, supervisor, and to the CFTEP Safety Committee no later than September 30th of each year. (This date may be changed at the discretion of the CFTEP Safety Committee.)

Deficiencies, if any, will be noted identifying the expected date to correct the deficiency. Deficiencies will be re-inspected within 15 working days of the employee receiving notice of deficiency.

## **ARTICLE 24- Radio and Firearms**

### Section 1.

Effective radio communication is vital to ensure that employee safety and health is maintained. This involves radio communications monitoring by supervisors and employees alike. The Agency is committed to improve communications systems and to provide adequate, yet cost- effective communication equipment that is required to perform assigned work.

### Section 2.

Employees will be trained on proper use of equipment and will be held accountable for the use of government provided communication systems, including using the equipment for non-work related purposes.

### Section 3.

Radio communication and logs will not be misused, and any harassing conduct that is found to be as a result of such misuse will not be tolerated.

### Section 4.

Employees will promptly report radio deficiencies to their supervisors.

### Section 5.

The Employer and the Union recognize that the carrying of firearms is for the self- protection of employees while in the performance of their duties in hazardous work areas.

### Section 6.

Determinations as to when, where, under what circumstances, and which employees shall be authorized or required to carry firearms and/or other weapons are reserved solely to the Agency subject to agreements negotiated and applicable law.

### Section 7.

Employees will be trained and required to qualify with firearms at least annually in accordance with the Agency's Rules for firearms titled; "Firearms Guidelines for Tick Inspectors to Be Issued Pursuant to Public Law 97-312, 96 Stat. 1461, dated October 14, 1982 signed October 30 1984, or successor and that is in a manner consistent with applicable law, rule, and regulations.

- a. As a general rule, any required proficiency training, or qualification will be held during the authorized employee's normal tour of duty. Employees will coordinate the time used for Quarterly Firearms qualification and practice with their supervisor.



- b. Employees unable to qualify will be given remedial training as determined by the firearms instructor, coordinated through the supervisor.
- c. At least one of the quarterly training sessions will include advanced in service training developed by the firearms training staff.

#### Section 8.

All firearms training will be conducted on an approved range and under the supervision of certified firearms instructors.

#### Section 9.

Certified firearms instructors will meet to discuss training methods and development telephonically as needed. This will be done on official time. The instructors will select a certified Range Safety Officer as needed.

## **ARTICLE 25- Reduction in Force, Involuntary Reassignments, and Furloughs**

### Section 1.

Management will notify the Local President of a proposed reduction in force or furlough as much in advance as possible, but not less than 30 days. A reduction in force or furlough list will be submitted to the Local President prior to the announced date. Upon request, the Employer will provide as much information as possible not already provided in the notification. If requested, the Parties will meet and consult and negotiate, where appropriate, on all subjects pertaining to the action. Reduction in force or furlough will be carried out as provided by law, rule, or regulation.

### Section 2.

The Employer will assist and counsel affected employees in related subjects, including but not limited to: (1) seeking other employment opportunities; and (2) severance pay and retirement, etc.

### Section 3.

Animal Health Technicians GS-704 hired under RIF procedures, bump procedures, reassignments, etc., should be minimally qualified, as determined by the Employer, consistent with the Human Resources Desk Guide and other applicable rules and regulations.

### Section 4.

It is agreed that when the needs of the service requires, a reassignment may be ordered on an involuntary basis provided the employee is given advance notice stating the reasons for the proposed action and why employee was selected, and giving the employee an opportunity to reply as to the reasons why he/she should not be reassigned.

1. Except where otherwise required by regulations, overriding operational requirement, or compelling compassionate circumstances, management will consider Cattle Fever Tick Eradication Program seniority (from least senior to most senior) within the unit when selecting employees to be involuntary reassigned within the organization.

2. The Least Senior employee is first selected and ordered to be reassigned. They will be given advance notice stating the reasons for the proposed action and why employee was selected, and given the opportunity to reply as to the reasons why he/she should not be reassigned to Management through the Union president.

3. If the Least Senior employee is not selected due to waiver, then the next least senior employee will be selected and ordered for reassignment.

Section 5.

Life insurance and health benefits during a furlough will be administered in accordance with applicable laws and regulations. The affected employee will be advised of contribution procedures.

Section 6.

Volunteers for leave without pay or furloughs will be considered by the Employer in an attempt to avoid or minimize furloughs.

## **ARTICLE 26- Voluntary Dues Withholding**

This Article is subject to and governed by 5 USC 7115 Allotments to Representatives.

### **Section 1. Objective**

It is in the taxpayer's best interest for 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 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 AFGE Form 1187, "Request for Payroll Deductions for Labor Organization Dues", and will mail (not FAX) the completed AFGE Form 1187 form, with an original ink signature, to the Local President. The employee will complete the employee portion of the form. Membership begins on the date the allotment is processed by payroll.
- c. An employee may voluntarily cancel dues withholding by submitting a Standard Form (SF) 1188 "Cancellation of Payroll Deductions for Labor Organization Dues" to the Union. Either party may provide Standard Form 1188 to employees upon request.
- d. The Local President will email (not FAX) the completed AFGE Form 1188 form, with a digital signature or original ink signature, to Human Resources Division, APHIS (HRD), Attention: Processing.
- e. The employee is responsible to assure timely revocation of an employee's allotment for Union dues when the employee is permanently promoted or assigned to a position outside of a bargaining unit represented by the Union. If the dues allotments continue and the employee fails to notify HRD, there will not be a retroactive recovery of dues withheld from the employee or Union, in accordance with applicable case law. The Union will consider requests from the employee for a refund.

### **Section 3. Union Responsibility**

- a. The Local President or designee will, on each completed AFGE Form 1187 form, certify the employee is a member in good standing of the Union, insert the amount to be withheld, the Local number, and submit the completed AFGE Form 1187 to:

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 AFGE Form 1187.

- b. If there is a change in the dues structure or amount, the Local President will notify HRD.

HRD will forward the certification to NFC promptly upon its receipt. The change will be affected at the beginning of the first full pay period after NFC receives the certification. Only one such change may be made annually.

c. The Union accepts the responsibility of informing and educating its member concerning the program for the allotment of dues, its voluntary nature, and the uses and availability of the SF 1187.

#### Section 4. Management Responsibility

a. Deductions will be made each pay period and remittances will be made promptly each pay period to the Union.

b. If dues withholding errors occur, they will be corrected in a timely fashion. Proper reimbursement will be made to affected Parties (e.g., the Union, employee).

c. 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 HRD receives a notice from the Local President that an employee member has ceased to be a member in good standing; or
3. At the beginning of the first full pay period following receipt of notice that exclusive recognition has been withdrawn.
4. An employee who is temporarily promoted will have an automatic resumption of the dues withholding upon return to the bargaining unit.

#### Section 5. Joint Responsibility

a. MRPBS and the employee members have a mutual responsibility to assure timely revocation of an employee's allotment for Union dues when the employee is permanently promoted or assigned to a position outside of a bargaining unit represented by the Union.

b. If the dues allotments continue and the employee fails to notify MRPBS, there will not be a retroactive recovery of dues withheld from the employee or Union, in accordance with applicable case law. The Union will consider requests from the employee for a refund.

## **ARTICLE 27- Conduct and Responsibility**

### Section 1.

The Parties agree that it is the responsibility of employees to acquaint themselves with the contents of Departmental Regulation 4070-735-001 or successor which contains information about employee conduct and responsibility. Employees shall, upon request, receive advisory services through supervisory channels and from the services offered by the USDA Office of Ethics on matters covered in the Departmental Regulation. Employees shall request advisory opinions from the USDA Office of Ethics before taking part in any activity or employment which might give the appearance of a conflict of interest or an actual conflict of interest. An employee's lack of awareness of restrictions, laws, or other regulations, in no way relieves him/her of the legal effects of such restrictions, laws, or other regulations.

## **ARTICLE 28- Camp Travel**

### Section 1.

When practicable, travel will be arranged within the employee's regular tour of duty. Travel time will be paid in accordance with DR 2300-005. Employees will be compensated for required travel outside the regular tour of duty according DR 2300-005. Management may change the employees tour of duty to accommodate travel outside the employee's normal tour of duty in accordance with the Human Resources Desk Guide.

### Section 2.

The most common use of "field rate" occurs when employees are working out in the field and camping overnight for one or more nights. Field rate per diem will be provided to employees working a camp site.

### Section 3.

Volunteers will be solicited prior to an employee being directed to a Camp site.

## **ARTICLE 29- American Federation of Government Employees Notifications**

### Section 1.

The Union is permitted to make AFGE brochures available to bargaining unit employees. The Union is not permitted to utilize government property to make such material.

### Section 2.

The Employer agrees to provide one Union bulletin board in each work unit.



## **ARTICLE 30- Details**

### Section 1.

A detail is a temporary assignment to a different position for a specified period. The employee is then expected to return to his or her regular duties at the end of the assignment.

Management may detail employees when such action will relieve a temporary shortage of personnel, will reduce an exceptional volume of work, or will enable more effective administration by permitting necessary flexibility in assigning the work force. All details will be made in conformity with appropriate laws and regulations set forth in Animal and Plant Health Inspection Service personnel regulations. Details for prolonged periods will be avoided and formal personnel action will be used to secure desired services where it is expected that the need will continue beyond thirty (30) days. As soon as it is known that a detail in excess of thirty (30) days is required, the operating official will prepare and forward Standard Form 52 requesting such details to the Personnel Office for approval under the provisions of Personnel Regulations.

Employees on detail will be rotated every 120 days. Requests for extensions beyond 120 days will be avoided except where justified by Program requirements. An employee may request to remain on a detail beyond 120 days.

Details may be located within the United States as well as to foreign countries where there is a mission need to support Veterinary Services.

### Section 2.

**Details:** Employees may be detailed to positions at the same or lower grade level or unclassified duties in increments of 120 days or less and may be extended. Details to higher graded positions or to a position with promotion potential are limited to 120 days without competition (prior service during the preceding 12 months under noncompetitive temporary promotions or noncompetitive details to higher graded positions counts toward the 120 day limit). (5 CFR part 335.103(c)(1)(ii)).

### Section 3.

Whenever practicable, details will be assigned equitably among qualified employees. Details will not be used to reward or punish employees. Upon completion of a detail, the employee will return to his/her previously assigned position

## **Article 31- Temporary Promotions**

### Section 1.

**Temporary Promotions:** Noncompetitive temporary promotions can be made for up to 120 days. Prior service during the preceding 12 months under noncompetitive temporary promotions or noncompetitive details to higher graded positions count toward the 120-day limit. The candidate must still meet time-in-grade and qualification requirements. Temporary promotions lasting more than 120 days (up to a maximum of 5 years) must be announced through merit promotion procedures. The announcement can include a provision that the action can be made permanent without further competition. (5 CFR part 335.102(f) and 335.103(c)(1)(i))

### Section 2

Whenever practicable, temporary promotions will be assigned equitably among qualified employees. Temporary Promotions will not be used to reward or punish employees. Upon completion of a temporary promotion, the employee will return to his/her previously assigned position.

## **ARTICLE 32- Grievance Procedure**

### **Purpose**

The intent of the parties is that differences be resolved promptly, equitably, and whenever possible informally. The prompt settlement of disputes is desirable in the interest of sound labor management relations and efficient operations.

### **Protection from Reprisal**

- A. Employees and their representatives will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal, consistent with 5 U.S.C., Chapter 71, and this agreement, in seeking adjustment of grievances.
- B. The filing of a grievance shall not be construed as reflecting unfavorably on an employee's standing, performance, loyalty, or desirability to the organization.

### **Section 1 - Coverage and Scope**

- A. A grievance means any complaint:
  - 1. by an employee(s) concerning any matter relating to employment of the employee;
  - 2. by the Union concerning any matter relating to the employment of any employee; or
  - 3. by any employee(s), the Union or the Agency concerning:
    - (a) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
    - (b) any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment.

### **Section 2.**

The Employer and the Union recognize the importance of settling disagreements and disputes, promptly, fairly, and in an orderly manner. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision.

### **Section 3.**

A. This Article establishes the exclusive procedure available to bargaining unit employees, or the Union, whereby they may seek resolution of grievances concerning matters relating to conditions of employment, or the Employer's interpretation and/or application of law, regulation, or this Agreement, those matters listed as excluded below. The provisions of 5 USC 7121 (d) and 7121 (e) may also be grieved in accordance with the provisions of those two subsections. Any employee serving in an initial probationary period is excluded from grieving his/her termination.

B. Matters excluded from coverage under this negotiated grievance procedure are:

- a. Any claimed violation relating to prohibited political activities.
- b. Retirement, life insurance or health insurance.
- c. A suspension or removal for national security.
- d. Any examination, certification or appointment.
- e. The classification of any position which does not result in reduction in grade or pay of an employee.
- f. In accordance with 5 USC 7121 (d) and (e), any appeal for which there is a statutory appeal procedure which has already been timely initiated.

#### Section 4.

An employee, and/or Union representative, is entitled to a reasonable amount of official time to present a grievance under this procedure. Official time may include short oral discussions between an employee and Union steward to include researching the grievance for presentation. A reasonable amount of official time will be determined by management official and the Union representative on a case-by case basis.

#### Section 5.

- a. An employee, the Union, or the Employer may, in writing, withdraw a grievance at any time.
- b. All time limits stated in the grievance procedure may be extended by mutual agreement.
- c. Failure of either an employee or the Union to advance a grievance to the next step within the allotted time period will cause the grievance to terminate unless the Parties mutually agree upon an extension. Failure by Management to respond within the time periods will allow the employee/ Union to advance the grievance to the next step unless the Parties mutually agree upon an extension. Should a designated recipient of a grievance be absent on the due date of the grievance, then either the person acting in place of the absentee will receive the grievance, or liberal use of the mutual extension provision of this Article will be allowed.

#### Section 6.

An employee may present and process a grievance without the assistance of the Union. However, a Union official may be present at meetings between the grievant and a supervisor/manager when presenting or adjusting a formal or informal grievance as these are formal discussions.

#### Section 7.

A grievance will be filed at the lowest level of management that initiated the action on which the grievance is based or the lowest management level that has authority to adjust the grievance. Any grievance presented at an incorrect step of the procedure or to an incorrect supervisor/manager will be returned to the grievant with instructions as to the appropriate step and/or supervisor/manager.

So long as a grievance is filed timely, (within 30 calendar days) a returned grievance must be re-submitted within 5 calendar days.

Example: Incident occurs on 1<sup>st</sup> of the Month, Grievance filed on the 15<sup>th</sup>, Management returns the incorrectly filed grievance to the Employee/Union on the 30<sup>th</sup>. Union/and or employee will be able to re-submit within 5 calendar days to the appropriate management official for review and consideration.

#### Section 8.

An aggrieved employee affected by discrimination, a removal or reduction in grade based on unacceptable performance, or adverse action, may at his/her option raise the matter under the appropriate statutory appeal procedure or the negotiated grievance procedure, but not both.

#### Section 9.

For the purpose of this Article and pursuant to Sections 7121 (e) (1) of 5 USC 71, an employee shall be deemed to have exercised his/her option under this action only when the employee files a timely notice of appeal for matters covered under 5 USC 4303 (actions based on unacceptable performance) and 7512 ( a removal, a suspension for more than 14 days, a reduction in grade, a reduction in pay, and a furlough of 30 days or less); initiates an action for matters under 5 USC 2302(b)(1) (discrimination); or files a timely grievance in writing under the negotiated grievance procedure.

#### Section 10.

#### Terminology:

**Reject:** The grievance fails in one or more respects to meet the contractual requirements for filing. The reason for the rejection will be stated in the response to the grievance.

Failure of the aggrieved employee and/or Union to provide the required information at each step in accordance with the grievance procedure will be cause for the grievance to be Rejected.

The Employer agrees to make a decision on the grievability or arbitrability of a grievance in its written response no later than Step 2 of this procedure. Any rejection of a grievance on the grounds that it is not a matter subject to this grievance procedure, or is not subject to arbitration shall be executed at Step 2 of the grievance procedure.

In the event that either party should declare a grievance non-greivable or non-arbitrable, Article 33. Section 7 will govern.

**Return:** A grievance timely filed by an employee on his/her own behalf may be returned to the employee for clarification where the responding official determines further clarification is needed to respond to the grievance. Such a grievance will be granted five (5) calendar days, as determined by the responding official, to submit the requested clarification.

If the grievance is Returned for being deficient, it will be returned immediately to the aggrieved employee or Union with reasons for the return. If returned, the grievance will be accepted only after it

has been corrected and resubmitted to the appropriate official at the step it was rejected. The Grievant and/or Union will have five (5) calendar days to resubmit a returned grievance.

**Sustain:** The grievance review concludes that the evidence supports the grievance in whole or in part.

**Deny:** The decision concludes that the evidence does not support the allegations put forth in the grievance in whole or in part. The reason for the denial will be stated in the grievance response.

In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. The parties agree to raise any questions of grievability or arbitrability of a grievance prior to the deadline for the written answer in the final step of the grievance procedure. All disputes of grievability/arbitrability as a threshold matter shall be presented jointly with the merits issue(s) in the related grievance.

### Section 11. Informal Grievance

Prior to submitting a formal grievance in writing, the employee should discuss the problem with his/her immediate supervisor, or designee, making it clear that the discussion is an informal grievance. The immediate supervisor, or designee will have fourteen (14) calendar days to respond in writing to the employee. If this does not resolve the problem, the formal grievance procedure may begin.

### Section 12. Contents of Formal Grievance

A grievance must be presented within thirty (30) calendar days of the event or within thirty (30) calendar days of when knowledge is gained of the event on which the grievance is based to his/her immediate supervisor, or designee. The grievance must contain the following information:

- A. Name, grade, title, and work location;
- B. A detailed statement outlining the facts involved and Agreement article and/or specific nature of violation;
- C. Date of Informal Grievance discussion (if one was held);
- D. Any documentary evidence he or she believes is pertinent to the grievance, as well as affidavits or statements;
- E. The requested relief; and,
- F. Employee's signature (or Union representative's signature).

### Section 13. Formal Grievance Steps

The following steps will be followed should the informal grievance step fail to resolve the problem:

**Step 1.** The Union/employee shall submit the grievance in writing to the second line supervisor within fourteen (14) calendar days of the immediate supervisor's written response to the Informal Grievance. The employee's Union steward may assist the employee in this step. The Step 1 management official will have twenty-one (21) calendar days following receipt of the employee's

written grievance to respond in writing providing any material relied upon for management's response.

Exception: Grievances that involve discipline/adverse actions, conflict of interest determinations, are to be filed at the Step 2 level with the CFTEP Director.

Step 2. The employee will have fourteen (14) calendar days following receipt of the Step 1 management official's written response to forward the grievance, should it be unresolved, to the Director or designee. A Step 2 Grievance will contain the following:

- (A) Subject identifying that this is a Step 2 Grievance. Grievance shall state this identification in the subject of the e-mail or hard-copy document.
- (B) A copy of the Step 1 Grievance and supporting documents, if applicable.
- (C) A copy of the Step 1 Grievance Response (if one was received).
- (D) The issue(s) being grieved at this Step 2.
- (E) Any additional supporting evidence available at the time. (Note: If additional information comes to hand after submittal, provide information and continue to attempt to resolve.)
- (F) The relief requested.

The Step 2 Management Official will have thirty (30) calendar days to respond in writing following receipt of the employee's written grievance providing any material relied upon for management's response.

#### Section 14. Arbitration.

Should the grievance remain unresolved following receipt of the Step 2 management official's written decision, the Union may, within thirty (30) calendar days, invoke arbitration in accordance with Article 33 Arbitration. The Local President will notify the Director and the Labor Relations Office in writing of his/her decision to invoke arbitration.

NOTE: Grievance meetings under this Agreement meet the statutory definition of a "formal discussion". The Employer will invite the Union in advance to attend the grievance meeting in order to represent the employees that may be impacted by a decision or settlement that impacts the bargaining unit.

Prior to invoking arbitration, the Parties may, upon mutual consent, request assistance from the Federal Mediation and Conciliation Service to attempt to resolve a grievance. The same time constraints apply, following mediation.

#### Section 15 – Information Requests

In accordance with the 5 U.S.C., 7114, or the Freedom of Information Act, (FOIA), upon receipt of a written request, management will provide a written response within a reasonable amount of time. Management will provide the information as requested or management will provide a detailed written response to the Union as to why the information was not provided as requested. The preferable method of delivery is email. All requests will be submitted to the LRO or their designee.

## **ARTICLE 33- Arbitration**

### Section 1.

Upon notification that either Party desires to invoke arbitration, the moving party shall request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators within seven (7) calendar days of the Step 2 Decision.

Within fourteen (14) calendar days following receipt of the arbitrators list, Management and the Union will meet to select the arbitrator. Selection of the arbitrator shall be by each Party alternately striking one name from the list until one remains. The Party striking first shall be determined by chance, for example, coin toss.

### Section 2.

When both Parties agree to the facts of the issue and agree that a formal hearing would serve no purpose, a stipulation of facts, data, and documentation shall be submitted jointly to the arbitrator with a request for a decision based on the facts presented.

### Section 3.

A formal meeting between Union and management will be convened when it becomes necessary to develop and establish facts relevant to the issue. When both Parties agree on the issue being arbitrated, the issue will be framed and submitted jointly to the arbitrator prior to the start of the hearing.

If the issue being arbitrated cannot be agreed to by the parties, the Arbitrator shall decide.

### Section 4.

All bargaining unit employees involved in the hearing shall be on official time with no charge to leave or loss of pay, if they would otherwise be in a duty status. Witnesses shall be free from coercion, intimidation, or reprisal from either Party. The Employer may consider paying travel and per diem expenses for Union representatives and witnesses on a case by case basis.

### Section 5.

The Employer and the Union each agree to pay 50 percent of the cost of the arbitrator's fee and expenses, and 50 percent of the cost of facilities (if nongovernment), 50 percent of the cost of the transcript of the arbitration upon receipt of a bill and 50 percent of the request for a panel of arbitrators. The arbitrator shall bill each of the local Parties of one-half of the total fees and expenses. Prior to the hearing, the Parties will provide the arbitrator with the name, position, and address of the designated representative to whom the arbitrator shall forward the billing decision. Each Party will pay all expenses for their non- APHIS respective witnesses.



## Section 6.

Any dispute over the implementation or interpretation of the arbitrator's award shall be returned to the arbitrator for settlement except those appealed to the Federal Labor Relations Authority. The arbitrator's award shall be binding on both Parties subject to an appeal of the decision by either Party to the Federal Labor Relations Authority, the Merit Systems Protection Board, the Equal Employment Opportunity Commission, or the Federal courts. The arbitrator will be requested to render a decision as quickly as possible.

## Section 7.

Questions of arbitrability will be submitted to an arbitrator as a threshold issue for resolution. The threshold issue of arbitrability will be submitted to an arbitrator in writing prior to any arbitration hearing. The arbitrator will be requested to respond to the arbitrability question prior to the hearing. Once the arbitrator's decision on the question of arbitrability has been received and should the arbitrator rule that the matter is arbitral, the Parties will proceed. Should the matter that was submitted to an arbitrator for arbitrability determination be considered not arbitral by the arbitrator, the Parties agree to a 50/50 sharing of whatever costs are involved in the arbitrability decision.

## Section 8.

The arbitrator in the award shall have the power to issue binding decisions on grievances relating to:

- a. Personnel policies and practices, and
- b. Matters affecting the working conditions within the control of the Employer whether or not specifically covered by this Agreement.

The scope and authority of the arbitrator award shall be limited to USDA, APHIS, and VS policies as implemented at the CFTEP. The arbitrator in the award may rule only on the impact that a USDA, APHIS, or VS policy has on working conditions on CFTEP bargaining unit employees and may not address the interpretation or validity of the USDA, APHIS, or VS policy as it applies outside the CFTEP. The award shall in no way redefine or reinterpret the policy as set forth by the USDA, APHS, or VS.

## Section 9.

Matters subject to a statutory appeal procedure or otherwise excluded from the grievance procedure by the Civil Service Reform Act of 1978 will not be subject to this Article. Termination of employees in their initial probationary period is not subject to this Article.

## Section 10. Official Time/Duty

A. A reasonable and necessary amount of official time for arbitration preparation will be granted to the Union representative. The Union official will be on official time during the hearing.

Representational activities may be performed via telephone or virtually on a case by case basis and approved by management.

B. The grievant(s), the union representative, and technical advisor, if any, and all employees identified as witnesses, who are in active duty status, shall be excused from duty and granted duty time and travel and per diem expenses to the extent necessary to participate in all phases in the arbitration proceeding, either as a Party or to testify as a witness, without loss in pay.

## **ARTICLE 34- Grievances Filed by the Employer**

### Section 1.

A grievance by the Employer relating to American Federation of Government Employees (AFGE) Local 3106, shall be submitted in writing to the Local President within thirty (30) calendar days of when knowledge is gained of the event on which the grievance is based. It must state specifically in detail, the events and corrective actions desired. The grievance must be signed by the Employer. The Local President or designee shall attempt to resolve the grievance within thirty (30) calendar days of receipt.

### Section 2.

If no satisfactory settlement is reached, the Employer may within thirty (30) calendar days invoke arbitration in accordance with Article 33 Arbitration.

### Section 3.

Prior to invoking arbitration, the Parties may, upon mutual consent, request assistance from the Federal Mediation and Conciliation Service to attempt to resolve a grievance. Same time constraints apply, following mediation.

## **ARTICLE 35- Unfair Labor Practices**

### Section 1.

The Parties acknowledge the importance of resolving differences and disputes informally. Therefore, it is agreed that prior to filing a charge of Unfair Labor Practice with the Federal Labor Relations Authority, they will adhere to the following:

- a. In the event that an Unfair Labor Practice (ULP) (5 U.S.C. 7116) is perceived to have occurred, the charging party will forward the information on the appropriate FLRA ULP Form to the charged party, and the LMER Branch, together with sufficient facts to allow understanding of the alleged violation. The charged party, the LMER Branch, and the Union will have twenty (20) calendar days to resolve the issue at an informal level.
- b. Neither party has the authority to unilaterally extend the statutory filing requirement.
- c. The parties will have full authority to mutually agree to any procedures necessary for resolution.
- d. Amendment of the ULP charges on the same issue will not necessitate a new prenotification of said charges. However, the parties are encouraged to discuss and try to resolve the issues(s) that gave rise to the amendment.

### Section 2.

- a. The Parties agree that the filing of an unfair labor practice charge is a serious matter. Therefore, the Parties agree to refrain from filing frivolous and unnecessary unfair labor practice charges and that the unfair labor practice procedure will not be used to harass and/or attempt to intimidate the other Party.

## **ARTICLE 36- Classification**

### Section 1.

An employee who has filed a classification appeal: (1) may request a Union representative at any meeting with management concerning the appeal, (2) shall not be subject to any penalty, reprisal, discrimination or harassment because of the action.

### **Article 37 Professional Associations**

Consistent with ethics laws, policies and regulations, employees are encouraged to join and participate in professional organizations and their meetings. The expenses for such memberships and/or participation in these meetings, including travel and per diem, will be the responsibility of the employee. At the discretion of the Employer, employees may be authorized duty time and/or travel expenses to participate in such meetings when workload/job assignments permit and when participation in the meeting is in the interest of the Employer. When an employee is directed by the Employer to join and participate in professional organizations and their meetings, the expenses, including travel and per diem, will be the responsibility of the Employer if in the interests of the government.

### **Article 38- Telework**

The parties will abide by the USDA Telework and Remote Work Programs, (USDA DR 4080-811-002) November 22, 2021.

## **ARTICLE 39- Duration and Extent of Agreement**

### Section 1. Effective Date

- a. This Agreement will be submitted for Agency Head review when the Union certifies that it has been ratified by its bargaining unit.
- b. This Agreement shall become effective on the date approved by the Agency Head or on the date on which the thirty (30) calendar day limit for Agency Head review expires, whichever is earlier.

### Section 2.

A. This Agreement shall remain in effect for four (4) years from its effective date. Thereafter, it shall automatically renew in increments of one (1) year beginning on the day after the anniversary date, unless either Party serves the other with written notice of a desire to renegotiate or modify this Agreement in whole or in part in which case this Agreement shall stay in effect until negotiations are completed and the revised Agreement takes effect.

### B. Reopening CBA

1. Such notice shall be provided to the other Party not more than one hundred twenty (120) calendar days nor less than sixty (60) calendar days prior to the expiration date of this Agreement.

2. Upon receipt by either Party of notice to reopen the CBA, both parties will have:

a) 75 calendar days to exchange written proposals on Ground Rules from the receipt of the notice to Reopen.

b) 90 calendar days will meet to negotiate proposed Ground Rules from the receipt of the notice to Reopen (15 calendar days from receipt of written Ground Rules proposals).

When either Party notifies the other that it wishes to modify this Agreement, this Agreement will be extended until the effective date of the modified agreement.

### Section 3.

The existing Agreement will remain in effect until all negotiations are completed.

### Section 4.

If neither Party serves notice to renegotiate this Agreement, subject to Section 2 of this Article, this Agreement shall automatically be renewed upon each anniversary date.



## Section 5.

If there is a change in government-wide rule, law, or regulation during the duration of this CBA, either party may provide notice of its intent to comply with the subsequent changes.

## Section 6. Scope of Mid-term Bargaining

A. Mid-term bargaining may be initiated by either Party as soon as Twenty-four (24) months after the effective date of this agreement, but no later than twenty-seven (27) months after the effective date of this agreement. The moving party will inform the other party, in writing, of intent to amend, supplement, or renegotiate a specified Article(s) in the Agreement.

B. Each party may request to amend, supplement, or renegotiate up to two (2) Articles contained in this Agreement. By mutual consent, more than two (2) Articles may be reopened by a Party.

C. Requests for mid-term bargaining will normally be accompanied by written proposals. If a Party elects to use an interest based approach to bargaining, a request for mid-term bargaining using this approach and stating the issues of concern will meet this notice requirement.

## Section 7.

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

SIGNATURES

IN Witness Whereof, the undersigned adopt this Collective Bargaining Agreement on this 27<sup>th</sup> day of June 2022.

**For the Cattle Fever Tick  
Eradication Program  
Veterinary Services, APHIS**

**For the American Federation of Government  
Employees (AFGE) Local 3106**

---

John P. Picanso  
Director, Cattle Fever Tick  
Eradication Program

---

Eraclio Villarreal Jr.  
President, AFGE, Local 3106

---

Patrick J. O'Connor  
Chief Negotiator  
MRP-MRD-EMSD

---

Martha F. Guerra  
Local Secretary/ Treasurer  
AFGE