

COLLECTIVE BARGAINING AGREEMENT

between

**United States Department of Agriculture
Animal and Plant Health Inspection Service
Veterinary Services**



and

**Local 2315
American Federation of Government Employees
AFL-CIO
Ames, Iowa**



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ARTICLE 1. PURPOSE OF THE AGREEMENT

Section 1.

The Agency and the Union representing the employees in the bargaining unit enter into this Collective Bargaining Agreement (CBA) to establish a basic understanding of the protocols the Parties will follow in dealing with each other on a daily basis. Each Article and Section in this Agreement is constructed with the intent of serving the USDA, and Employees represented by the designated Exclusive Representative, AFGELocal 2315.

Section 2.

To this end, the Parties agree to be good stewards of taxpayer funded resources and recognize the importance and urgency of the mission the Employer is tasked to perform, as well as, the well-being of the employees that provide those services.

Section 3.

Some of the key purposes of this Agreement include:

1. Promoting fair and equitable working conditions.
2. Promoting efforts designed to aid the Agency and employees in achieving acknowledged and recognized objectives.
3. Promoting cooperation, morale, responsibility and accountability at the workplace.
4. Promptly addressing/adjusting differences between the Parties related to matters covered by this CBA.
5. Providing a safe and healthful work environment.

ARTICLE 2. GOVERNING LAWS AND REGULATIONS

Section 1. Relationship to Laws and Regulations

- A. In the administration of all matters covered by this Agreement, Agency officials and employees shall be governed by applicable Federal laws, Government-wide rules, and regulations in existence at the time this Agreement is signed. The Parties recognize that these may be subsequently modified.
- B. Regulations implementing 5 USC 2302 (the prohibited personnel practices), will be implemented as required.
- C. Changes in Government-wide rules, regulation, law or directive, may be subject to negotiations in accordance with 5 USC 71.

Section 2.

Where any Agency regulations conflict with this Agreement and/or supplemental Memorandum of Understandings, the Agreement shall govern.

ARTICLE 3. RECOGNITION AND COVERAGE

Section 1.

The bargaining unit will be designated to include: all employees of the National Veterinary Services Laboratories, (NVSL) and Center for Veterinary Biologics, (CVB) except: management officials, supervisors, professionals, and employees engaged in Federal personnel work in other than a purely clerical capacity.

Section 2. AFGE Role

As the sole and exclusive representative, the Union is entitled to act for, speak for, and to negotiate agreements covering all employees in the bargaining unit. The Union is responsible for representing the interests of all employees in the bargaining unit regardless of their status as dues paying members.

Section 3.

Due to the Union's exclusive recognition, the Agency will not deal directly with bargaining unit employees on matters such as working conditions, personnel policy or practices, or by engaging in formal discussions without Union notification. This does not include work assignments or performance discussions.

Section 4.

Contraction or expansion of the bargaining unit may only be accomplished in accordance with existing statutory protocols identified in Title 5 of the United States Code.

Section 5.

Included in the bargaining unit will be (as identified in Section 1 above): all employees of the NVSL and CVB except for the following exclusions: management officials, supervisors, professional employees and employees engaged in Federal Personnel work in other than a purely clerical capacity.

Section 6.

The Federal Labor Relations Authority (FLRA) will determine whether the removal of any position from the bargaining unit is appropriate. A clarification of unit petition will be filed with the FLRA in order for this determination to be made, and the position will remain in the bargaining unit while the petition is being resolved.

ARTICLE 4. MATTERS APPROPRIATE FOR NEGOTIATIONS

Section 1.

The Parties agree that matters appropriate for negotiations are outlined in the Statute at 5 USC Chapter 71.

Section 2.

If the Agency declares an item nonnegotiable, it will provide the Union with a brief written description of why such a determination was made. If the Union disagrees with the Agency's written determination of non-negotiability, it may seek further consideration in accordance with 5 USC Chapter 7117.

Section 3.

The Parties recognize the importance of efficiency of operations to meet the changing needs of the Agency and the American public that we serve. To this end, the Parties agree that when the Agency provides written notice to the designated Union official(s) of a proposed change(s) in personnel policies, practices and working conditions of more than a de minimis nature, it will include readily available documentation/information supporting the reason for the change. Should the Union elect to negotiate, the Union will respond with written negotiable proposals within ten (10) working days of receipt of the Agency's notification/proposal. Union 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 Agency will have no obligation to bargain on the matter and may implement the change(s).

Section 4.

Extensions may be granted provided there is no adverse impact on the Agency for granting the delay.

Section 5.

Changes will not normally be implemented until all bargaining obligations are met. If extenuating circumstances occur, the Agency will notify the Union of the situation as soon as is practicable, and the Parties may agree to post-implementation bargaining on changes in working conditions.

ARTICLE 5. EMPLOYER/UNION COOPERATION

Section 1.

The Parties agree to try to work in good faith to resolve problems as early as possible and at the lowest level organizationally as possible prior to seeking third party intervention.

Section 2.

Information either Party possesses on items subject to bargaining, grievances or other matters of similar interest will be shared equally. In the interest of fairness, the Parties recognize the reciprocal need to share information to facilitate prompt resolution of issues that may arise in the course of day to day interactions on a host of issues. Just as Agency held information may be made available to the Union through a data request filed under 5 USC 7114, the Union must provide information it possesses in a similar fashion upon request of the Agency following the same protocols outlined in the Statute above.

Section 3.

By mutual consent, the Parties may continue the quarterly Labor Management Partnership Council (LMPC) meetings. The frequency may be adjusted by mutual agreement.

Section 4.

The Parties agree to work jointly to periodically review and update the LMPC Charter and ground rules.

Section 5.

The Employer will quarterly furnish the Union a list of employees' names, position titles, grades and organizational units of all bargaining unit employees.

ARTICLE 6. LABOR MANAGEMENT TRAINING

Section 1. Union Sponsored or Requested Labor-Management Relations (LMR) Training

- A. Union officers will be provided official time to attend training sessions sponsored by the Union or, subject to prior Agency approval, by another labor organization and designed primarily to advise representatives on matters within the scope of the Civil Service Reform Act and Title 5, Chapter 71, or to instruct in the understanding, maintenance, and implementation of this Agreement.
- B. To the extent consistent with staffing needs and accomplishment of the mission, the Agency will make shift and work assignment adjustments for Union representatives so they may attend labor relations training during their duty hours without imposing personal hardship upon other employees.
- C. Activities which relate to internal Union business shall be performed during the time the employee is in a non-duty status. These activities include solicitation of membership, election of labor organization officials, and collection of dues.
- D. The Union must make a written request using the National Centers for Animal Health (NCAH) Event Request form for use of NCAH facilities to conduct labor relations training sponsored by the Union, or by another labor organization that is approved by the Agency, on the NCAH Campus. Requests should include date, time, purpose, space and equipment requirements and the duration of need for the facility. The Agency will provide a response to the request in writing to the Union President.

Section 2. Joint Labor-Management Training

- A. The Agency and the Union will conduct a joint LMR training program. Training will be conducted with equal representation between the Union and the Agency. Decisions regarding content and frequency will be made by consensus consistent with interest-based bargaining principles.
- B. Attendance at LMR training will be recorded in the employee's individual training record. Joint training sessions will be publicized so employees are aware and can attend.
- C. Trainers appointed by the Union will be on official time. Attendees at joint labor management training will be on duty time.
- D. LMR training will normally be presented jointly unless training is conducted by a mutually agreed upon third party.
- E. The Agency will provide facilities for the joint training program.

ARTICLE 7. UNION RIGHTS AND RESPONSIBILITIES

Section 1. Exclusive Representation

- A. The Union has the exclusive right to represent all bargaining unit employees (BUEs) in all matters relating to personnel policies, practices, and other conditions of employment. The Parties will adhere to the obligations imposed in 5 USC Chapter 71 and this Agreement.
- B. The Parties agree to meet to discuss issues at times, dates and places that are mutually agreeable to attempt resolution at the appropriate organizational level. The Parties recognize the mutual benefit of resolving issues at the lowest level.
- C. The Agency will not restrain, coerce, discriminate against, or interfere with any Union representative in the exercise of his/her rights as Union officials.

Section 2. Representational Responsibility

The Union recognizes its responsibility to represent the interests of all employees in the representation unit without discrimination and without regard to Union membership with respect to grievances, personnel policies, and procedures or other matters affecting their general working conditions.

Section 3. Union Representatives

- A. The Union will designate its own representatives. The Union will annually provide management with an updated list of the names, titles, and work telephone numbers of all Union officials along with the room/location of the Union office and representatives as well as changes as they occur. Such representation designation shall not be effective until the Agency is in receipt of official written designation from the Union President or designee.
- B. The Union will use approved official time for the purposes intended, and to remind BUEs to properly request approval to be away from their assigned work activities prior to meeting. The Union will send out periodic reminders to remind the BUEs of this requirement. To this end, official time shall be granted in any amount the Agency and the Union agree to be reasonable, necessary, and in the public interest.

Section 4. Formal Discussions

- A. Pursuant to 5 USC 7114 (a) (2) (A), the Union shall be given the opportunity to be represented at any formal discussion between one or more employees it represents and one or more representatives of the Agency concerning any

grievance or any personnel policy or practice or other general condition of employment. This right to be represented does not extend to informal discussions between an employee and a supervisor concerning a personal problem, counseling, or work methods and assignments.

- B. The representative designated by the Union and the Union President will be given advance notice of any formal discussion that is to be held. This advance notice will be given unless management has been prevented from doing so due to an emergency. In situations involving a meeting with a large group of BUEs, the Union shall receive at least a two (2) workday notice of the meeting.
- C. The Union representative will be permitted to ask relevant questions, and may present a brief statement before the end of the meeting outlining the Union's position concerning the issues presented by management, and retain the Union's participatory rights during the meeting. The Union representative is not merely acting as an observer. The Parties recognize the importance of dialogue that is mutually respectful.

Section 5. Investigatory Examinations (Weingarten)

- A. As provided in 5 USC 7114 (a) (2) (B), the Union has the right to be represented at any examination of an employee in the bargaining unit by a representative of the Agency in connection with an investigation if:
 - 1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
 - 2. The employee requests representation.
- B. The Union will determine which Union representative will be assigned to any particular investigatory examination.
- C. The Union representative will be given a reasonable amount of time to arrive at the examination. Once the employee requests representation, no further questioning will take place until the representative arrives. If the representative is not available due to work schedule or other representational business, the examination will be postponed until the next business day.
- D. After Union representation has been requested, the Union will have the opportunity to request the subject of the meeting and have an opportunity to meet with the employee prior to the examination beginning or continuing. Nothing in this Section will prevent a supervisor or Agency official from providing the Union a courtesy notification of the investigatory meeting.
- E. The Union representative may be an active participant in the process, ask clarifying questions, and offer a summary statement at the end of the investigatory meeting. The Union representative may not answer questions on behalf of the employee or unduly interfere in the process.

Section 6. Notification of Changes in Conditions of Employment

The Agency shall provide reasonable advance notice to the appropriate Union official(s) prior to changing conditions of employment of BUEs. The Agency agrees to forward, along with the notice, a copy of available information/material relied upon to propose the change(s) in conditions of employment. All notifications shall be in writing to the appropriate Union official, with sufficient information to the Union for the purpose of exercising its full rights to bargain.

Section 7. Information

The Agency agrees to provide the Union, upon request, information that is normally maintained, reasonably available, and necessary for the Union to effectively fulfill its representational functions and responsibilities. This information will be provided to the Union within a reasonable time and at no cost to the Union.

Section 8. New Employee Orientation

- A. The Parties are encouraged to make a joint presentation to new employees to orient them about the Agency and the Union. If the Union desires to make a presentation on its own, the Union will be afforded the opportunity to make a fifteen (15) minute presentation during each orientation session for new employees. The Union will be provided the same respect and dignity as other presenters and will not be subjected to intimidation or censure. Management will provide the Union with notice of the date, time, and place of the orientation. The Union official making the presentation will be allowed duty time to make the presentation. Stewards or Union officers may introduce themselves to new employees at the worksite and inform them of their availability for representation functions so long as there is no undue disruption of work activities.
- B. The Union will be given access to conference rooms and auditoriums for Union meetings and membership drives, before or after duty hours or during lunch periods if such space is not already committed. The Union will follow the same reservation and use procedures as all other users.

Section 9. E-Mail

- A. The Union may communicate with Agency officials, BUEs, neutral third parties, or members of the public via the Agency's e-mail system. The Union will comply with all security measures enforced on other users.
- B. The Union may send messages to more than one recipient at a time under the same restrictions that Agency management applies to itself.
- C. The Union will be judicious in the use of attachments to e-mail messages.

- D. The Agency will provide the Union with a directory of the current e-mail addresses for all employees and management representatives.
- E. The Agency will not alter or censor the content of any direct communications between the Union and employees. However, Agency facilities will not be available for posting or distribution of libelous or defamatory material directed at Agency or Union officials or programs.
- F. The Parties agree that the Union officials will follow the Agency's Limited Personal Use policy for the use of all Agency provided electronic equipment. See the Appendix of this Agreement for further information.

Section 10. Surveys and Questionnaires

- A. The local Agency, (NVSL and/or CVB), will not communicate directly with BUEs through verbal or written surveys and questionnaires regarding conditions of employment without prior notification to the Union and bargaining where appropriate.
- B. Participation in surveys will be voluntary, unless the Parties agree to require participation. Employees will be assured that their responses will be confidential and their anonymity protected, unless the Parties agree otherwise.
- C. The results of surveys conducted by either Party regarding conditions of employment will be shared. If a third party conducts a survey and the results are distributed to the local Agency, the results will be shared with the Union if not otherwise prevented.

Section 11. Training and Development

- A. Local APHIS management will grant requests from the Union for administrative leave to attend seminars and training in labor relations, in accordance with the following: requests for excused absence for training will be submitted in writing through supervisory channels to the appropriate Director, together with information, setting forth the content of training, and the duration of the training. A maximum of one hundred twenty (120) hours of authorized absence may be granted to the Union per calendar year for training determined to be of mutual benefit to both APHIS and the Union.
- B. The Union will provide the request at least thirty (30) calendar days in advance of the training and the Agency will reply within fourteen (14) calendar days of receiving the request. If the Agency identifies a business reason for denying the request for an individual, (i.e. workload, lack of backup support, other scheduled training, etc.) which prevents the participation of an identified Union selectee, the Union may replace his/her name with another Union representative and resubmit the request.

Section 12. Bulletin Boards

At each facility, the Union will be provided enclosed bulletin boards in areas as previously agreed. The Parties may mutually agree to add, replace, or move the bulletin boards as necessary.

ARTICLE 8. EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1. General

- A. In an atmosphere of mutual respect, all employees shall be treated fairly and equitably and without discrimination in regard to their political affiliation, Union activity, race, color, religion, national origin, gender, sexual orientation, marital status, age, or non-disqualifying handicapping conditions. Employees will also be afforded appropriate regard for and protection of their privacy and constitutional rights. It is therefore agreed that it is the responsibility of all employees and management to continually work to improve working conditions to enhance and improve employee morale, productivity and communications.
- B. Instructions will be given in a reasonable and constructive manner. Such guidance will be provided in an atmosphere that will avoid public embarrassment or ridicule. When employees receive conflicting orders or tasks, they have a duty to advise the supervisor, or designee, giving the latest order that there is a conflict in instructions/orders. Until the supervisor resolves the priority of conflicting orders, the employee will continue to attempt to complete the assigned tasks.
- C. No disciplinary or adverse action will be taken against an employee upon an ill-founded basis such as unsubstantiated rumors or gossip without supporting documentation or information.
- D. No employee will be subjected to intimidation, coercion, harassment, reprisal, or unreasonable working conditions, nor be used as an example to threaten other employees.
- E. The terms of this Agreement do not preclude any employee of the bargaining unit from bringing matters of personal concern to the attention of appropriate officials under applicable laws, rules, and regulations.

Section 2. Rights to Union Membership

Each employee shall have the right to form and join a Union; to act as a designated Union representative, and to assist the Union without fear of penalty or reprisal. This right shall extend to participation in all Union activities including service as Officers and Stewards.

Section 3. Rights to Union Representation

- A. Management recognizes an employee's right to assistance and representation by the Union, and the right to meet and confer with Union representatives in private during duty time. Requests to leave the work area to meet with the Union Official or Steward will be made to the employee's supervisor or designee prior to release. The employee will be released from his/her duties unless there

is an operational requirement that prevents release. The employee will be released as soon as the operational requirement has been completed or other arrangements have been made to accommodate the request. If such release is not made, appropriate relief from time frames will be afforded (e.g. grievance time frames).

- B. The Agency agrees to annually inform all employees of the right to Union representation under 5 USC 7114 (a)(2)(B) by postings on official bulletin boards and/or other appropriate means. (Commonly referred to as the Weingarten Notice).

Section 4. Use of Recording Devices

No electronic recording of any conversation, between a bargaining unit employee and Agency official may be made without mutual consent except for Inspector General investigations or other law enforcement investigations. If a recording and/or a transcript are made, the employee will be given the opportunity to review the transcript for accuracy and will be provided with a copy of each. No other monitoring will be permitted without authorization from the Director(s). Information obtained in conflict with this Section will not be used as evidence against any employee.

Section 5. First Amendment Rights

As citizens and taxpayers, employees have the right to present their views to Congress, the Executive Branch, or other authorities and to otherwise exercise their First Amendment rights without fear of penalty or reprisal. Employees do not have the right to speak on behalf of the Agency unless so-designated by the Legislative and Public Affairs Office. The President of the Union may communicate in that role with any appropriate entity on topics of interest to the Union without fear of penalty or reprisal.

Section 6. Access to Documentation

Employees have a right to be made aware of and receive copies of any notes maintained by a supervisor. This only applies to information specific to them and personally maintained under their name and/or social security number. Employees will continue to have access to information contained in their Official Personnel Folder (currently referred to as eOPF).

Section 7. Personal Rights

Employees shall have the right to direct and fully pursue their private lives, personal welfare, and personal beliefs without interference, coercion, or discrimination by the Agency so long as such activities do not conflict with job responsibilities.

Section 8. Dignity and Self Respect in Working Conditions

Employees, individually and collectively, have the right to expect, and to pursue, conditions of employment which promote and sustain human dignity and self-respect.

Section 9. Whistle-Blower Protection

Employees shall be protected against reprisal for the disclosure of information not prohibited by law or Executive Order which the employee reasonably believes evidences a violation of law, rule or regulation, or evidences mismanagement, a waste of resources, an abuse of authority, or danger to public or employee health or safety.

Section 10. Unlawful Orders

An employee has the right to refuse orders that would require the employee to violate the law or would likely cause bodily harm or injury. This refusal to obey an unlawful order will not subject the employee to disciplinary or adverse action.

Section 11. Group Meetings

The Parties agree that group meetings of employees serve as a useful means of communication and that periodic group meetings will be held within each Service, Agency, or Unit to discuss concerns of both the Agency and employees. The Union shall be notified of such meetings and given the opportunity to attend if the meeting meets the definition of a "formal discussion."

Section 12. Employee Responsibilities

- A. Employees are expected to be aware of, and accountable for, the Agency's Standards of Ethical Conduct for Employees of the Executive Branch, and expected standards of conduct. See the Appendix of this Agreement for further information.
- B. Employees are responsible to assure that time provided for them to meet with their Union representative(s) is used for approved purposes and to keep such use within the period of time approved.

ARTICLE 9. EMPLOYER/MANAGEMENT RIGHTS AND OBLIGATIONS

Section 1.

- A. This Article shall be administered in accordance with 5 USC 71, appropriate Government-wide rules, and the terms of this Agreement. Management officials of the Agency retain the following rights outlined in 5 USC 7106; these include, but are not limited to the following:
1. to determine the mission, budget, organization, number of employees, and internal security practices of the agency and
 2. in accordance with applicable laws:
 - a. to hire, assign, direct, layoff, and retain employees in the agency, or to suspend , remove, reduce in grade or pay, or to take other disciplinary action against such employees;
 - b. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which the agency operations shall be conducted;
 - c. with respect to filling positions, to make selections for appointments from:
 - i. properly ranked and certified candidates for promotion; or
 - ii. any other appropriate source; and
 - d. to take whatever actions may be necessary to carry out the agency mission during emergencies.
 3. At the election of the agency to negotiate on the numbers, types, 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. In addition, the Parties recognize that nothing precludes the Parties from negotiating:
1. procedures which management officials of the Agency will observe in exercising any authority under this section; or
 2. appropriate arrangements for employees adversely effected by the exercise of any authority under this Section by such management officials.

Section 2.

The Employer agrees to provide the Union a list of the names, grades, position titles and organization units of all employees covered by this Agreement quarterly.

Section 3.

The Employer specifically maintains the right to grant leave, or absences from the work area.

Section 4.

In accordance with Article 4 Matters Appropriate for Negotiations, the Agency retains the right to implement changes after bargaining obligations have been met, or impasse has been reached. Should the Agency elect to implement changes prior to completion of bargaining obligations, it does so at its peril.

ARTICLE 10. AGENCY PROVIDED OFFICE SPACE, EQUIPMENT AND FACILITIES (FOR UNION USE)

Section 1. General

- A. Management recognizes the importance and value of the Union's mission and purpose. Accordingly, Management agrees to furnish office space to the Union appropriate for carrying out its representational duties in locations easily accessible to employees within the facility.

- B. Additionally, the Union recognizes the Agency costs associated with providing this equipment and the Union's responsibility for proper care and safeguarding of facilities and equipment provided.
 - 1. Union office space will be provided in the Combined Laboratory Facility Room 1238. The Union is responsible for ensuring accessibility to its space during normal cleaning and maintenance schedules. However, the Agency retains the right to access the room for internal security purposes and other essential functions.
 - 2. The Agency will provide the following office equipment: one desk, one desk chair, two (2) locking file cabinets, a bookshelf, a free standing table, and four (4) chairs to match the current facility design and style configurations.
 - 3. The Agency will provide a computer, office phone, printer, fax, scanner and copier for the office.
 - 4. Telephones issued to Union officers as a function of their positions of record, will be available for representative work in accordance with the Agency "Limited Personal Use Policy" for government electronic equipment. See the Appendix of this Agreement for further information.
 - 5. This will serve as the complete list of all items to be furnished the Union by USDA during the length of this Agreement.
 - 6. The Parties understand that the equipment provided will be subject to all Agency required computer and electronic security, maintenance, updating and safeguarding measures.
 - 7. The Parties agree that the Union officers will follow the Agency's "Limited Personal Use" policy for the use of all Agency provided electronic equipment and the Union may be responsible for payment of excessive fees incurred for the use of such equipment.
 - 8. The Union retains the right to purchase and use equipment it deems necessary that is not provided in this Article. It is the Union's responsibility to assure that such equipment is properly identified as non-Agency equipment, (personal property), and to follow existing Agency rules or directives for the introduction and use of personal property at the facility.

This includes rules regarding the introduction of, or attachment to, any Agency electronic equipment and includes computer program downloads or other software applications.

9. Agency provided items will be replaced in accordance with the Agency's existing replacement schedule, contingent upon funding and other resource constraints.
10. The Parties have agreed to make the terms of this Article effective September 20, 2012. The agreement will continue to run concurrent with the duration of the Collective Bargaining Agreement.

ARTICLE 11. ALTERNATIVE DISPUTE RESOLUTION

Section 1. Purpose and Commitment

The Parties acknowledge that Alternative Dispute Resolution (ADR) is a problem solving tool available for addressing workplace issues that may arise in the normal course of business. The Agency and the Union are committed to the use of ADR problem-solving methods to foster a good labor-management relationship. The Union and Agency at all levels should be committed to the use of ADR problem-solving methods as a priority to resolve disputed matters.

Section 2. Definitions and Intentions

- A. ADR is an informal process which seeks early resolution of employee(s), labor, and management disputes.
- B. ADR should be effective, timely, and efficient. It should focus on conflict resolution and problem-solving and foster a cooperative labor and management relationship. Participation in the ADR process must be voluntary.

Section 3. Rights and Responsibilities

- A. The Parties have the responsibility of informing employees and management officials of the ADR option to resolve disputes. ADR should be undertaken in good faith in a non-adversarial environment.
- B. Employees are encouraged to seek information on any of the following items by contacting the Agency's designated point of contact or the Union officials including any and all questions regarding the ADR process.
- C. Employees may utilize the ADR process to resolve individual disputes. The Union and the Agency encourage the use of ADR.
- D. The Union, if requested by a bargaining unit employee (BUE) involved in an ADR process, may participate in the ADR process. If the ADR process involves a member of management and a BUE has a Union representative participating, management may also have a management representative participate in the process. The Union's and management representative's role in the ADR process will be as observers.

Section 4. Implementation

- A. If the participants agree to reduce the agreement reached to writing, the terms of the agreement should be clearly articulated in the agreement and signed to be effective.

- B. ADR methods may include but are not limited to mediation, interest-based problem solving, conciliation, facilitation or the use of other readily available resources or tools. The “neutral” (commonly referred to as the mediator or facilitator), will determine the best method to use after consultation with the participants.
- C. ADR methods may be used prior to or during a grievance/arbitration or statutory appeal by mutual agreement and in accordance with Article 12 Grievance Procedure. In the use of ADR processes, contractual time frames may be stayed by mutual agreement. Statutory time frames cannot be stayed.

ARTICLE 12. GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances filed by bargaining unit employees (BUEs), the Union or the Agency.

Section 2. Coverage and Scope

A. A grievance means any complaint:

1. by an employee(s) concerning any matter relating to the 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.

B. Grievances on the following matters are excluded from the scope of this procedure:

1. any claimed violation of subchapter III of chapter 73 of Title 5 USC relating to prohibited political activities;
2. retirement, life insurance or health insurance;
3. a suspension or removal under 5 USC 7532 relating to national security;
4. any examination, certification selection or appointment;
5. the classification of any position which does not result in the reduction in grade or pay of an employee; and
6. Adverse actions appealed to the Merit Systems Protection Board (MSPB).

Section 3. Exclusivity

- A. Grievances may be initiated by employee(s) covered by this Agreement and/or their Union representative or by the Agency. Representation of BUEs shall be the sole and exclusive province of the Union.
- B. Except as provided by law, this is the exclusive procedure available to BUEs, the Union or the Agency for the resolution of grievances within its scope.

Section 4. Representation

- A. Upon filing of a grievance, an employee may elect to be self-represented or represented by the Union. When an employee elects to be represented by the Union, the Union President or designee will appoint that representative.
- B. The Union has the right to be present during any proceeding under the negotiated grievance procedure. If the Union is not the designated representative, a copy of the grievance will be provided to the Union within five (5) working days of the filing date. The Agency will provide the Union reasonable advance notice of any grievance meeting/discussion when the Union is not the designated representative. A copy of each grievance decision will be timely provided to the Union.
- C. Where the grievant elects Union representation, meetings and communication with regard to the grievance and any attempts at resolution shall be made through the designated Union representative.
- D. Efforts will be made to assure meetings are scheduled within a reasonable time period, when the representative and management official are available.

Section 5. Resolution of Grievances and Employee Standing

- A. The Union and the Agency agree that grievances should be settled in an orderly, prompt and equitable manner so that the efficiency of the Agency may be maintained and morale of employees shall not be impaired. Efforts shall be made by the Agency and the Union to settle grievances at the lowest appropriate level of supervision. Employees and their representatives will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal, consistent with 5 USC Chapter 71 and this Agreement, in seeking adjustment of grievances. Employees shall be authorized a reasonable amount of duty time, (requested in advanced and mutually agreeable with management), to prepare and participate in grievances, including individual or group grievances.

- B. In cases of group grievances, the Union may select a spokesperson(s) from the grieving group who can serve as a group representative to assure efficient use of government time.

Section 6. Grievability/Arbitrability Questions

The Parties agree to raise any questions of grievability or arbitrability of a grievance prior to the time limit for the written answer in the final step of this procedure.

Section 7. Time Limits

- A. A grievance concerning a continuing practice or condition including EEO matters may be presented at any time.

- B. All the time limits in this Article may be extended by mutual consent.

Section 8. Options

- A. In accordance with 5 USC 7121, an employee at his/her option may raise matters covered under Sections 4303 (Unacceptable Performance) and 7512 (Adverse Actions) under the appropriate statutory procedures or the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised his/her option at such time as the employee timely files a notice of appeal under the applicable appellate procedures or timely files a grievance in writing, whichever event occurs first.

- B. Similarly, an employee affected by a prohibited personnel practice under 5 USC 2302(b)(1) of the Civil Service Reform Act may raise the matter under a statutory procedure or the negotiated procedure but not both. An employee shall be deemed to have exercised his/her option at such time as he/she timely files a grievance in writing or files a written complaint under the statutory EEO procedure, whichever event occurs first.

- C. Complaints of employment discrimination may be raised as a grievance or as a statutory equal opportunity complaint, but not both.

Section 9. Procedures for Employee Grievances

- A. The written grievance should normally contain a description of the matter(s) being grieved, including:
 - 1. the Article(s) of the Agreement, law, rule, or regulation alleged to have been violated, or to the employment condition in dispute;

2. a statement of the circumstances giving rise to the grievance including the date, if applicable, of the alleged violation;
 3. the name of the management official(s) or others alleged to have committed the action grieved;
 4. name and position title of the grievant(s) with work telephone number(s);
 5. name of Union representative (if any); and
 6. desired relief.
- B. Grievance meetings under this procedure normally will be face-to-face. The grievant and the Union representative will meet with the designated management official and an APHIS Labor Relations Specialist (if one is designated). The Union and management will be permitted to have an equal number of representatives at all steps of the grievance procedure if an Agency representative is designated; the Union will be apprised who the representative will be. This notice will occur not less than three (3) working days in advance of the meeting.
- C. Grievances may be hand delivered or delivered through e-mail. The recipient of the grievance shall sign and date the grievance if hand delivered or reply via email. Labor Relations will be courtesy copied on grievances to ensure Agency notification.
- D. Management officials designated to be grievance deciding officials will have the authority to resolve the grievance. The designee will not be someone who decided the issue at a previous step.
- E. Grievances should normally be resolved at the lowest level possible. However, there will be times when a grievance may be more appropriately initiated at a higher supervisory level, for example, when a disciplinary action is taken by the supervisor at the lower level or who clearly has no authority to resolve the issue. When a grievance is initiated at a higher supervisory level, the time limits of Step 1 will apply.
- F. All grievance decisions will be in writing and state the issue being grieved, a summary of the findings and the rationale for the decision. Copies of relevant documents cited in the decision will be provided if they are not otherwise readily available to the employee.
- G. Step 3 Grievance decisions will be made within the NVSL or CVB management structure unless that official does not have the authority to resolve the grievance.
- H. In employee grievances, failure on the part of the Agency to meet any of the time requirements of this procedure will permit the grievance to advance to the next step.

Section 10. Step 1: Grievance Process

- A. An employee and/or the Union shall present the grievance according to the procedures in Section 9 above. The grievance will be in writing within twenty five (25) working days of the date that the employee or Union became aware, or should have become aware, of the act or occurrence; or anytime if the act or occurrence is of a continuing nature.
- B. The management official receiving the grievance will meet with the grievant/representative and provide a written answer within ten (10) working days of receipt.
- C. The grievance response will include the designation of the next level deciding management official to whom the grievance would be advanced, at the election of the grievant/representative.
- D. If the step 1 grievance relief is not satisfactory to the grievant/representative then the grievance will advance to step 2.
- E. The step 1 procedure must be completed at the level it was initiated before proceeding to the next stage.

Section 11. Step 2: Grievance Process

If the grievance is not satisfactorily resolved at Step 1, it may be presented to the Step 2 Management official or designee, named in the written decision letter within seven (7) working days of receipt of the response. The Step 2 official shall meet with the grievant/representative within ten (10) working days of receipt of the grievance. The Step 2 official will provide the Step 2 answer within ten (10) working days from the date of the meeting.

Section 12. Step 3: Grievance Process

- A. If the grievance is not satisfactorily resolved at Step 2 , it may be presented to the Step 3 Management official or designee, named in the written decision letter within seven (7) working days of receipt of the response. The Step 3 official shall meet with the grievant/representative within ten (10) working days of receipt of the grievance. The Step 3 official will provide the Step 3 answer within ten (10) working days from the date of the meeting.
- B. If the grievance is not satisfactorily resolved in Step 3, the grievance may be referred to arbitration as provided in Article 13 Arbitration. Only the Union or Management can refer a grievance to arbitration.

Section 13.

Union-Management Grievances

- A. A grievance concerning a continuing practice may be presented at any time. A grievance concerning a particular act or occurrence must be presented to the other Party within twenty (20) working days of the action or date the moving Party became aware of it.

- B. When a grievance is filed, the Parties will meet and/or discuss the matter within fifteen (15) working days after receipt unless the grieving Party waives the meeting/discussion or obtains an extension. A written decision will be issued within fifteen (15) working days of the meeting or of the date of waiver. If the grievance is not settled by this method, the grieving Party may invoke arbitration.

- C. Grievance decisions will be in writing and state the issue being grieved, a summary of the findings and the rationale for the decision. Copies of relevant documents cited in the decision will be provided if they are not otherwise readily available to the Parties.

ARTICLE 13. ARBITRATION

Section 1. General

- A. Threshold matters may be brought up at any time during the grievance procedure. If these threshold matters remain at the point in time where arbitration is invoked, the threshold matter will be bifurcated from the merits of the case. The Parties will select an arbitrator for the threshold matter, and submit written arguments supporting their rationale for why the matter is arbitrable or why it should not be arbitrable. If the determination is made that the issue is arbitrable; a subsequent list of arbitrators will be obtained and the merits of the remaining issues will be addressed in the subsequent arbitration. All arbitration awards will remain subject to the filing of “exceptions” in accordance with Federal Labor Relations Authority (FLRA) procedures in effect at the time of the arbitration.
- B. The Parties will be entitled to submit post-hearing briefs, (including rebuttal briefs), or closing statements. It is further agreed that all documents given to the arbitrator are also provided to the opposing Party’s representative at the same time.
- C. Grievance issues or topics not specifically addressed during the grievance process will be excluded from consideration by the arbitrator as being “beyond the scope of the grievance filed.” If a mitigating circumstance arises, the arbitration will be placed in abeyance and grievance mediation will be pursued.
- D. The arbitrator’s award shall be limited to the issue(s) stipulated to by the Parties or as determined by the arbitrator if no joint submission is submitted.

Section 2. Notice to Invoke Arbitration

Only the Union or Management may refer to arbitration any grievance that remains unresolved after the final step under the procedures of Article 12 Grievance Procedure. A notice to invoke arbitration shall be made in writing to the opposite Party, (Union President or servicing Labor Relations Specialist), within twenty-five (25) working days after receipt of the decision rendered in the final step of the grievance procedure. If arbitration is not invoked within the twenty-five (25) working days, the decision will be final and binding.

Section 3. Arbitration Procedure

- A. On or after the date of the notice to invoke arbitration, the Party invoking arbitration will request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons to act as an arbitrator. Fees associated with obtaining said list will be paid by the Party invoking arbitration.

- B. The Parties shall meet within ten (10) working days after receipt of such list to select an arbitrator (this may be done by telephone or other electronic means of communications). The Party striking first will be determined by chance. The Party invoking arbitration will flip a coin to determine who goes first and the Parties will alternatively strike until one name remains. The remaining person shall be the duly selected arbitrator.
- C. Following the selection, the Parties will, within ten (10) working days, notify the FMCS of the name of the arbitrator selected. The time limits may be extended by mutual consent.
- D. The procedures used to conduct an arbitration hearing shall follow these general guidelines:
1. Both Parties shall be entitled to call and cross-examine witnesses before the arbitrator. All bargaining unit witnesses necessary for the arbitration will be on duty time if otherwise in a duty status. When necessary, Management will schedule bargaining unit witnesses' on duty status during the arbitration hearing. Such schedule changes may be made without regard to contract provisions in Article 14 Hours of Work. If multiple witnesses will provide duplicate testimony, the Parties may agree to stipulate to the testimony and have one spokesperson speak on behalf of the group.
 2. The grievant will be granted adequate duty time to prepare for and participate in arbitration.
 3. A reasonable amount of preparation time for arbitration will be granted in accordance with the provisions of Article 31 Official Time.
- E. The arbitrator's fees and expenses shall be borne equally by the Parties. If either Party requests a transcript, that Party will bear the entire cost of such transcript. The Parties agree that upon receipt of the award and billing documents from the arbitrator, the fees will be paid in a prompt and timely manner.
- F. The site of the arbitration normally will be the facility. If either Party wishes to have a change of venue from the Agency-provided facility, the requesting Party is responsible for the fees and costs associated with the change.
- G. The Parties will attempt to submit a joint statement of the issue or issues to the arbitrator. If the Parties do not agree to file a joint submission, each shall make a separate submission. The arbitrator shall determine the issue or issues to be heard.
- H. The arbitrator's decision shall be final and binding. However, either Party may file an exception to the arbitrator's award in accordance with applicable law and regulations. Any dispute over the interpretation of an arbitrator's award shall be returned to the arbitrator for clarification.

Section 4.

Fees, Expenses, and Service of Copies

- A. Arbitrators shall be paid a daily hearing fee which shall be the amount stated in the biographical sketch submitted to the Parties by the FMCS.
- B. Travel time and expenses (including meals and lodging) shall be paid when a hearing is held away from the city in which the arbitrator's office is located. Mileage expenses shall be paid at the established General Services Administration stated rate in effect at the time of the arbitration.
- C. All fees and expenses of the arbitrator shall be paid as follows: one-half by the Union and one-half by Management.
- D. In connection with each case, the arbitrator will be advised by the Union and Management of the appropriate officials to be billed.

ARTICLE 14. HOURS OF WORK

Section 1. Purpose

This Article shall be administered in accordance with Title 5, United States Code (USC), Chapters 61, Title 5, Code of Federal Regulations, Parts 610 and this Agreement. The purpose of this Article is to prescribe the policies covering hours of work for all bargaining unit employees in accordance with applicable law and regulation.

Section 2. General

- A. The administrative workweek will be a period of seven (7) consecutive calendar days beginning on Sunday.
- B. The basic workweek shall be Monday through Friday. Exceptions may occur when mission requirements make it necessary to temporarily include Saturdays or Sundays as part of the basic workweek for certain employees. This subsection is not intended to preclude regular Saturday/Sunday scheduling for certain functions that require seven-day-a-week operations.
- C. Normally, an employee's workweek shall not extend over more than five (5) days of the period Sunday through Saturday.
- D. Core hours are the hours when the Agency expects maximum attendance and is currently from 9 a.m. to 3 p.m. allowing for flexibility of arrival and exit times for employees.
- E. Basic work requirement means the number of hours, excluding overtime hours, an employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off or time off as an award. For full-time employees, the basic work requirement is eighty (80) hours per biweekly pay period. A part-time employee's basic work requirement is the number of hours the employee is scheduled to work in a biweekly pay period.
- F. Tour of duty means the hours of a day and the days of an administrative workweek that constitute an employee's regularly scheduled administrative workweek. Tour of duty under a flexible work schedule (FWS) means the limits set by this Agreement within which an employee must complete his/her basic work requirement. Under a compressed work schedule or other fixed schedule, tour of duty is synonymous with basic work requirement.
- G. Start time begins when the employee reaches the locker room, his/her desk or work station. End time is when the employee leaves the locker room, his/her desk or work station.

Section 3. Pre-Shift and Post-Shift Activity

When a change of uniform is required or permitted, the Agency normally will provide fifteen (15) minutes at the beginning and ending of the tour for the employees to change clothes. When such activity must take place before the shift begins or after the shift ends, this time will be compensable under the provisions of Article 16 Overtime.

Section 4. Notification of Schedules

Notice of changes in tours of duty or work assignments will be provided to the Union one pay period in advance of the change when possible. The Union will notify the Agency if it demands to bargain regarding such change.

Section 5. Meal Periods

- A. All employees are required to take a non-paid meal period, scheduled at or near the mid-point of the shift or tour of duty, normally between 11 a.m. and 2 p.m. for thirty (30) minutes each workday. Upon an employee's request and with the supervisor's approval, a meal period of up to one hour may be granted. Missed work time may be made up at the end (3:00 – 6:00 p.m.) or beginning of the shift (6:00 -9:00 a.m.) or during the pay period if on a flexible schedule.
- B. A lunch period is not required to be shown on time sheets for work periods of less than seven (7) hours per day. See the Appendix of this Agreement for further information.
- C. The lunch period may not be used to delay reporting time or for early exit from the work site.

Section 6. Breaks

- A. A break of fifteen (15) minutes will be provided for each four (4) hours of work for employees who work eight (8) hour tours of duty. The rest period will normally occur in the middle of each four (4) hour work period. Employees who work four (4) hour shifts will have no more than one fifteen (15) minute rest period. Similar adjustments will be made for employees who work on other than the normal eight (8) hour tour of duty. Employees may leave the work area during a break as long as they do not leave the work property.
- B. Breaks are hours of duty and may not be accumulated for later use. Breaks may not be used to begin or end the workday or extend the meal period.
- C. Break time is limited to fifteen (15) minutes even if the employee chooses to leave the containment area.

- D. Work ordered and performed in excess of an employee's normal work schedule will include paid fifteen (15) minute break periods at the end of every four (4) hours of work.

Section 7. Alternative Work Schedules (AWS)

- A. The Parties recognize that the use of AWS can improve productivity and morale, enhancing service to the public. There are two categories of AWS: FWS and compressed work schedules (CWS). Employee requests for an AWS will be considered on a case-by-case basis. In rare instances, some positions in some organizational units may not be eligible for AWS due to the nature of the work they perform.

- B. Employees participating in the telework program may also be eligible for an AWS.

- C. Maxiflex Schedule

Employees working the maxiflex schedule are required to work during the core hours established in Section 2(d) of this Article. They may flex their departure and arrival time for each workday consistent with maxiflex guidelines. They may vary the number of hours worked in a work week, provided they have a total of eighty (80) hours each biweekly pay period, exclusive of the meal period requirement in Section 5 of this Article. Glide time is only available in a maxiflex schedule. The term "glide time" means that an employee may vary thirty (30) minutes from the prescheduled starting time each day within the morning flexible period or the prescheduled departure time during the afternoon flexible hours. Employees may choose to glide within the flexible time bands, regardless of the previously set tour of duty. Any deviation from the number of hours previously scheduled for duty on a given day must be accounted for by making up the work during flexible time periods within the same pay period or by using leave. Normally employees will be permitted to glide without prior approval of the supervisor. However, occasionally there may be unforeseen circumstances that temporarily preclude an employee from using glide time. Employees are responsible for meeting work requirements.

- D. CWS are fixed work schedules:

1. 5/4-9 schedule is a compressed work schedule in which a full-time employee works eight (8), nine (9) hour days and one eight (8) hour day for a total of eighty (80) hours in a biweekly pay period, exclusive of the meal period required in Section 5 of this Article.
2. 4-10 schedule is a compressed work schedule in which a full time employee must work ten (10) hours a day, forty (40) hours a week and eighty (80) hours a biweekly pay period, exclusive of the meal period required in Section 5 of this Article.

Section 8. Requests for AWS

- A. Employees may request an AWS by completing the “Designation of Duty” form and submitting it to their first line supervisor. All requests will be subject to supervisory approval/disapproval in accordance with Title 5 USC 6131 within thirty (30) calendar days of the receipt of the request in writing.
- B. Employees who work FWS may be allowed to “flex out and in” during flexible time bands, subject to supervisory approval.
- C. Employees who are in training or at a temporary duty station may be required to return to a fixed, eight (8) hour day for the duration of the duty or training.
- D. New employees on probation will be restricted from applying for a FWS until they complete their probation. This can be adjusted at the discretion of the supervisor.
- E. Employees who transfer to a new position may be restricted from working a FWS until their training/orientation has been completed.

Section 9. Denial, Suspension and Termination of AWS

A. Denial of an AWS

- 1. When a supervisor denies a request for an AWS, he/she will:
 - a. notify the employee in writing of the basis for the denial;
 - b. if appropriate, provide an alternate schedule to the employee; and
 - c. notify Labor Relations of the denial.
- 2. The supervisor may deny an employee’s request for an AWS if that particular schedule would have an adverse Agency impact. Adverse Agency impact is defined as:
 - a. A reduction of the productivity of the Agency;
 - b. A diminished level of services furnished to the public by the Agency;
or
 - c. An increase in the cost of Agency operations (other than a reasonable administrative cost relating to the process of establishing a flexible or compressed schedule).
- 3. Appropriate notice will be provided to the Union and the Parties will adhere to 5 USC Subsection 6131 Criteria and Review (Flexible and Compressed Work Schedules).

B. Suspension of an AWS

AWSs may be suspended as a result of emergencies and incident responses, and unusual workload or operational demands. The Agency will normally provide advance notice of at least one pay period for non-emergencies. The Agency will notify the Union of suspensions for emergency or incident responses as soon as practical. Efforts will be made to limit suspensions to as short a time frame as necessary to meet the workload or operational requirements, and restore AWSs as soon as possible.

C. Termination of AWS

If an AWS has already been established and the Agency determines that the schedule is having an “adverse Agency impact”, the Agency will notify the Union. The Parties will attempt to resolve the issue and promptly determine whether to continue the schedule. If resolution cannot be reached and the Agency decides to terminate the schedule, the appropriate notice will be provided to the Union and the Parties will adhere to 5 USC Subsection 6131 Criteria and Review (Flexible and Compressed Work Schedules).

Section 10. Credit Hours

- A. Only employees who work maxiflex schedules may earn credit hours. Employees who are in designated fixed schedule positions and employees who work CWSs are not eligible to earn credit hours.
- B. With supervisory approval, eligible employees may earn up to twenty four (24) credit hours per pay period, provided there is work available. A maximum carryover of twenty four (24) credit hours is permitted.
- C. Credit hours may be earned and used in quarter hour increments.
- D. The use of credit hours will be subject to the same criteria as annual or sick leave. An employee may use earned credit hours for all or any part of any approved leave. Credit hours must be earned before they may be used.

ARTICLE 15. LEAVE

Section 1. General

- A. Employees will accrue and use sick and annual leave in accordance with applicable statutes, OPM regulations, and this Agreement. When not specifically specified otherwise, Agency Directives and Policies will be followed. Substantive changes to APHIS policy or Directives will be accomplished in accordance with the bargaining requirements specified in Article 39 Mid Term Bargaining.
- B. All leave charges shall be in increments of one-quarter hour. Leave requests must be made in writing or electronically.
- C. Employees should make requests for leave as far in advance as practical to their immediate supervisor or designee.
- D. Leave may be requested anytime and will only be denied for appropriate reasons. Leave requests more than one year in advance will not be entertained.
- E. For compassionate reasons, the Agency may exercise flexibility of work scheduling or numbers of required employees on duty to accommodate an employee's need for emergency or unscheduled leave.
- F. Leave will be administered in a fair and equitable manner.

Section 2. Definitions

- A. *Accrued Leave* means the leave earned by an employee during the current leave year that is unused at any given time in that year.
- B. *Accumulated leave* means the unused leave remaining to the credit of an employee at the beginning of a leave year.
- C. *Family member* will be defined consistent with Government-wide law, rule or regulation. It is currently defined as noted below for Family Medical Leave Act (FMLA), Federal Employees Family Friendly Leave Act and Sick Leave to Care for a Family Member:
 - 1. spouse and spouse's parents;
 - 2. sons and daughters, and their spouses;
 - 3. parents, and their spouses;
 - 4. brothers and sisters, and their spouses;
 - 5. grandparents and grandchildren, and their spouses (not currently applicable for FMLA);

- 6. domestic partner and domestic partner's parents, including domestic partners of any individual named under (2) through (5), above; and
 - 7. any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- D. *Leave year* means the period beginning with the first day of the first complete pay period in a calendar year and ending with the day immediately before the first day of the first complete pay period in the following calendar year.
- E. *Medical certificate* means a written statement signed by a registered practicing physician or other practitioner certifying to the incapacitation, examination, or treatment, or to the period of disability while the patient was receiving professional treatment.

NOTE: Section 8 below describes when medical certificates will be required.

- F. *Absent Without Official Leave (AWOL)* indicates that the employee did not have authorization for the absence. It may or may not be subject to disciplinary action.
- G. *Leave Without Pay (LWOP)* is a temporary absence from duty, without pay, which may be granted at the employee's request.
- H. *Serious health condition* includes but is not limited to such conditions as: cancer, heart attack, stroke, severe injury, Alzheimer's disease, pregnancy and child birth. The term serious health condition is not intended to cover short term conditions for which treatment and recovery are very brief. Common cold, flu, earaches, headaches (other than migraines), routine dental or orthodontia problems, etc. are not serious health conditions unless complications arise.
- I. *Administrative AWOL* is a pay-coding term used to identify unexcused absence while awaiting acceptable medical documentation or other non-disciplinary unexcused absences.

Section 3. Leave Earnings

- A. A full-time employee earns leave during each full bi-weekly pay period while in a pay status or in a combination of a pay status and a non-pay status, until such time as the employee reaches increments of eighty (80) hours of non-pay per leave year. During time periods when an accumulated total of eighty (80) hours of non-paid time is reached, leave will not be accrued for that time period. For instance, an employee may be on LWOP for a few hours in several different pay periods. As soon as eighty (80) hours of non-pay time is accumulated, leave is not accrued for the pay period that the eighty (80) hours of non-paid time occurs.

- B. For part-time employees, the hours in a pay status in excess of an Agency's basic working hours in a pay period are disregarded in computing the leave earnings of a part-time employee.

Section 4. Annual Leave

- A. Annual leave is provided to allow employees extended leave for rest and recreation and to provide periods of time off for personal and emergency purposes.
- B. The use of accrued annual leave is a right of the employee, subject to the right of the Employer to approve when leave may be taken.
- C. If an employee wants to obtain a receipt for the approved leave request, the employee will submit the leave request in writing and the supervisor will return the leave request in a timely fashion. The employee will be responsible to assure that the approval is submitted to the time keeper for proper record keeping.

NOTE: This need to deliver the approved leave slip to the time keeper may be eliminated when the Agency moves to an electronic time keeping system.

- D. Management will only cancel approved leave for compelling Employer need. Should Management cancel leave, the employee will be advised of the cancelation (with rationale) as far in advance as practical.
- E. Carryover (restored) leave will be addressed in accordance with applicable rules and regulations.
- F. For employees not on a maxiflex schedule, short periods of tardiness may be excused without charge to leave (not to exceed 15 minutes).
- G. Employees are advised that the proper leave approving official is their immediate supervisor or designee.

Section 5. Unanticipated Leave

- A. If the need for leave cannot be anticipated, the employee shall (first) attempt to contact the immediate supervisor or designated point of contact official to request approval of unscheduled/emergency leave by telephone within one hour after the start of the employee's normal work day, or as soon as possible thereafter.
- B. In the event that either the supervisor or other designated point of contact is not available, the employee may utilize voice mail or e-mail to notify the supervisor or designee of the need for unscheduled leave.

- C. If an emergency arises during the employee's duty day, the employee will request leave and obtain approval from his/her supervisor, or a supervisor in his/her chain of command, before leaving the work site.
- D. Employees who fail to personally call in to request leave from an appropriate supervisor or designee or fail to notify an appropriate supervisor or designee prior to leaving the work site can be charged AWOL. If the supervisor is not available to talk to the employee, the employee will leave a phone number for the supervisor to contact him/her.

Section 6. Annual Leave for Union Representatives

An employee who is a steward or other Union official will be granted annual leave or LWOP to attend internal Union functions, during the employee's regular tour of duty, which are not covered by official time as set forth in Article 31 Official Time. Normally, an advanced notice of ten (10) working days will be required and will be approved subject to workload considerations.

Section 7. Sick Leave

- A. Employees' are entitled to use sick leave when they:
 1. Receive medical, dental, or optical examination or treatment.
 2. Are incapacitated for the performance of duties by sickness, injury, pregnancy, or confinement.
 3. Are required to give care and attendance to an immediate family member who is incapacitated due to a medical or mental health condition.
 4. Make arrangements necessitated by the death of a family member or attends the funeral for a family member.
 5. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his/her presence on the job because of exposure to a communicable disease.
 6. Must be absent from duty for purposes relating to his/her adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

NOTE: Sick leave is also authorized under the provisions of the Federal Employees Family Friendly Leave Act. (See Section 18 of this Article).

- B. It is the responsibility of an employee who is incapacitated for duty to notify the immediate supervisor or designee (or to have any responsible person make the notification for the employee) at the work site as soon as possible but no later

than one hour after the employee is scheduled to report for duty unless mitigating circumstances exist.

- C. An employee who expects to be absent more than one day will inform the supervisor or designee of the expected date of return to duty and notify the supervisor of any change. In the case of extended illness of more than three (3) work days, daily reports will not be required.
- D. Employees may request temporary modification of their work station or duties for periods up to ninety (90) calendar days provided that they include medical documentation that identifies the specific restrictions that preclude them from performing full regular duty assignments. Supervisors may provide appropriate limited duty assignments if they are available. Employees may also request Reasonable Accommodations through the Reasonable Accommodation Staff.

Section 8. Documentation for Sick Leave

- A. Employees will normally not be required to furnish administratively acceptable evidence to substantiate a request for approval of sick leave for three (3) consecutive working days or less. Employees are normally required to furnish administratively acceptable evidence to substantiate a request for approval of sick leave if the sick leave exceeds three (3) consecutive working days. Exceptions may be made on a case-by case-basis.
- B. An employee requesting annual leave, sick leave, or leave without pay for periods of illness of more than three (3) consecutive working days must make an appropriate request and may be required to furnish evidence of the need for sick leave upon return to duty. The Agency may place the employee on non-disciplinary administrative AWOL pending receipt of the medical certification.
- C. An employee may justify the request for sick leave:
 - 1. By medical certification from the employee's personal physician or health care professional, or
 - 2. (For employees who have requested FMLA): An employee with a chronic medical condition that does not require medical treatment but does result in periodic absences from work will not be required to furnish a physician's certificate on a continuing basis if:
 - a. the absence is three (3) days or less;
 - b. the employee is not on leave restriction; and
 - c. the employee provides, if requested, an updated valid medical certificate not more frequently than every three (3) months but at least annually which clearly states the continuing need for the periodic absences.

3. Medical certification must include a statement that the employee was incapacitated for work and date(s) of incapacitation. This will be considered sufficient for medical certification purposes. This applies to both sick leave of more than three (3) days and certification for sick leave restrictions.

D. Documents regarding employee absence for sick leave purposes are highly sensitive. Management will ensure that they are maintained in a secure and confidential manner.

Section 9. Leave Restriction

Where there is reason to believe that an employee is abusing the sick leave entitlement:

1. The employee shall be formally counseled and advised of the possibility of future medical certification requirements or other actions should the abuse continue.
2. If the abuse continues, the employee may be required to furnish a medical certification for each sick leave application.
3. During the course of the leave restriction and upon serving at least 50% of the time on the restriction, the employee may, once per calendar month, request the supervisor evaluate and consider holding in abeyance the remainder of the time to be served on the leave restriction. If the employee fails to maintain the desired improvement during the course of the original time period specified in the leave restriction letter, the supervisor will reinstate the leave restriction letter with the original end date. If the letter of leave restriction is reinstated, there will be no further review during the life of the letter.
4. Leave restrictions will not be considered for absences for which acceptable medical documentation has been provided.

Section 10. Advanced Sick Leave

- A. Employees who are incapacitated for the performance of duties because of a serious health condition, disability or ailment may request advance sick leave not to exceed thirty (30) days. Thirty (30) days is the maximum number of days that sick leave may be advanced to an employee with a medical emergency related to the adoption of a child, for family care or to care for a family member with a serious health condition. Sick leave will not be advanced just because an employee has exhausted his/her sick leave.
- B. Requests for advanced sick leave will normally be granted in accordance with governing regulations when all of the following conditions are met:
 1. The employee is eligible to earn sick leave;

2. The employee's request does not exceed two hundred forty (240) hours, or for temporary employees only the amount to be earned during the period of temporary employment if appropriate; and
3. The employee has provided acceptable medical documentation of the need for advanced sick leave.

Section 11. Advanced Annual/Sick Leave

- A. An employee may be advanced all annual leave that will accrue up to the end of the leave year. However, advance annual leave may not be granted to a temporary employee beyond the date set for the expiration of the employee's temporary appointment or to any employee if there is a likelihood that the employee will retire, be separated, or resign from the Agency before the date the employee will have earned the leave. Upon separation, employees must repay the balance of any remaining advanced annual and sick leave, unless resigning due to exceptions, as listed in the Marketing and Regulatory Programs Business Services (MRPBS), Human Resources Desk Guide (HRDG) or:
 1. Death;
 2. Disability retirement;
 3. Entrance into military service with reemployment rights; or
 4. Resignation or separation because of disability which, according to medical certification, prevents the employee from return to or continuing employment.
- B. Employees who are incapacitated for duty because of serious illness or disability may be advanced sick leave for up to thirty (30) days.
- C. Advance sick leave may be combined with annual leave when necessary to cover one continuous period of absence.
- D. It is agreed that advance leave, including both sick and annual, will be fairly and equitably administered on a case-by-case basis.
- E. Denials of requests for advance leave must be conveyed to the employee promptly and must contain a specific explanation of the reasons for the denial.
- F. The employee will be required to pay back the advanced leave in accordance with existing Agency policy and directives including one or more of the following methods:
 1. Applying annual leave earned in each pay period to the negative balance;
 2. A series of salary deductions;

3. Substituting a minimum of twenty (20) hours of earned compensatory time off in lieu of overtime pay, earned compensatory time off for travel, earned credit hours, restored annual leave, and/or a time off award;
4. Making a cash repayment for the remaining hours of advance annual leave. The cash repayment must be equal to the current value of the leave. Contacting the servicing personnel office if additional guidance is needed; or
5. Collection from any monies owed to an employee who is separating from Government service (e.g., final salary payment).

Section 12. Leave for Family Purposes

A. Family and Medical Leave

The Agency will adhere to the Government-wide rules and regulations, this Agreement and Agency regulations and directives for FMLA.

1. Maternity and Paternity Leave

- a. Under the FMLA and this Agreement, bargaining unit employees (BUEs) are entitled to twelve (12) weeks of LWOP during any twelve (12) month period for the following reasons:
 - i. Birth of a son or daughter and the care of such son or daughter;
or
 - ii. Placement of a son or daughter for adoption or foster care.

2. Supervisors may consider additional leave as circumstances warrant.

B. Other Family Medical Leave

Under the FMLA and this Agreement, BUEs are entitled to twelve (12) weeks of LWOP during any twelve (12) month period for one or more of the following reasons:

1. The care of a family member of the employee with a serious health condition. Family member is defined as:
 - a. Spouse and spouse's parents;
 - b. Sons and daughters, and their spouses;
 - c. Parents and their spouses;
 - d. Brothers and sisters, and their spouses;

- e. Grandparents and grandchildren, and their spouses;
 - f. Domestic partner and domestic partner's parents, including domestic partners of any individual named under (b) through (e), above; and
 - g. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
2. A serious health condition of the employee that makes the employee unable to perform the functions of the position of such employee.
 3. Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

C. Substitution of Paid Leave

For either Paragraphs A or B of this Section, the employee may elect to substitute annual leave and/or sick leave for unpaid family or medical leave for any part of the applicable period consistent with governing laws and regulations. Employees may also combine annual leave and/or sick leave with unpaid family or medical leave for any period of approved leave. An employee may not retroactively substitute paid time off for unpaid family and medical leave.

D. Notice of Leave

1. The employee will make an appropriate request for use of family and medical unpaid leave.
2. When the need for unpaid family and medical leave is foreseeable and the employee fails to give thirty (30) calendar days notice with no reasonable excuse for the delay of notification, the Agency may delay the taking of family and medical unpaid leave until at least thirty (30) calendar days after the date the employee provides notice of his/her need for family and medical leave.

E. Medical Certification (when requesting leave for serious health conditions)

1. An employee shall provide written medical certification or other administratively acceptable evidence to the Agency in a timely manner.
2. The written medical certification shall include:
 - a. The date the serious health condition commenced;
 - b. The probable duration of the serious health condition;
 - c. The appropriate medical facts within the knowledge of the health care provider regarding the serious health condition including a statement as

to the incapacitation, examination, or treatment that may be required;
and

- d. A statement that the employee is unable to perform the functions of his/her position.
3. The Agency shall not require any personal or confidential information in the written medical certification other than that required by (E)(2) of this Section.
4. If the Agency doubts the validity of the original certification, the Agency may require, at the Agency's expense that the employee obtain the opinion of a second health care provider designated or approved jointly by the Agency and the employee concerning the information certified under (E)(2) of this Section.
5. If the opinion of the second health care provider differs from the original certification, the Agency may require, at the Agency's expense, that the employee obtain the opinion of a third health care provider designated or approved jointly by the Agency and the employee concerning the information certified under (E)(2) of this Section. The opinion of the third health care provider shall be binding on the Agency and the employee.
6. "Health Care Provider" is defined as any of the following individuals:
 - a. Doctor of Medicine or Osteopathy.
 - b. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct sublimation as demonstrated by x-ray to exist) who are authorized to practice by state law.
 - c. Nurse practitioners and nurse midwives who are authorized to practice by state law or Christian Science practitioners listed with the First Church of Christ Scientist, in Boston, Massachusetts.
7. If the employee is unable to provide the requested medical certification before leave begins or the Agency questions the validity of the original certification provided by the employee and the medical treatment requires the leave to begin, the Agency shall grant provisional leave pending final written medical certification.

F. Medical Recertification

While an employee is using leave under FMLA, the Agency may require, at the Agency's expense, subsequent medical recertification from the health care provider.

- G. An employee eligible under the FMLA may request to participate in the Telework Program consistent with Agency and Departmental regulations.

H. Protection of Employment and Benefits

Upon return from family and medical leave, the employee will be restored to the same position as occupied before the leave or to an equivalent position with equivalent benefits, pay, status, and other terms and conditions of employment.

- I. When an employee requests leave under the Agency's Family Medical Leave Program, the Agency will provide guidance concerning the employee's rights and obligations under the program.
- J. Under FMLA, an employee who meets the criteria for leave and has complied with the requirements under this Section may not be denied leave, consistent with all applicable rules governing annual, sick leave, or LWOP as appropriate.
- K. An employee enrolled in a health benefits plan, who is placed in a leave without pay status may continue his/her health benefits enrollment while in the LWOP status, but is responsible to arrange through the appropriate channels to pay the contributions into the Employees Health Benefits Fund. The Employer will continue to pay their portion of health and life insurance, if applicable, according to legal and regulatory requirements. See Attachment 1 of this Article.

Section 13. Employee Absences for Court or Court-Related Services

- A. Except as otherwise modified by applicable law, Government-wide regulations or other outside authority binding on the Agency, an employee summoned or subpoenaed in connection with a judicial proceeding by a court or other authority responsible for the conduct of that proceeding shall be authorized to attend the judicial proceeding without charge to leave or loss of employee salary in the following instances:
 - 1. For jury duty.
 - 2. To appear as a witness on behalf of the Federal, District of Columbia, state, or local government.
 - 3. To appear as a witness on behalf of a private party in an official and job-related capacity or to produce official records.
 - 4. To appear as a witness on behalf of a private party in an unofficial capacity and one of the parties to the proceeding is the United States, District of Columbia, or a state, or local government.
 - 5. Even though no compensation is received for serving on jury duty in a federal court, employees may keep expense money received for mileage, parking, or required overnight stay. Money received for performing jury duty in state or local courts is indicated on the pay voucher or check as either "fees for services rendered" or "expense money." "Expense money" may be retained by the employee; "fees for services rendered" must be submitted to the appropriate financial office.

6. It is agreed that days off and/or schedules will not be changed to avoid granting absence for court or court-related services.
- B. An employee who is granted court leave and is excused or released by the court for any day or substantial portion of a day is expected to return to the employee's regular duties except when:
1. Only a small portion of the work day would be involved and thus no appreciable amount of service would be rendered.
 2. The distance from the court to the place of duty is such that this would be an unreasonable requirement.
 3. The regular tour of duty occurs at night.

Section 14. Leave Without Pay

- A. LWOP may be requested and considered for approval in the same manner and for the same purposes as annual leave and sick leave.
- B. Upon written request from the appropriate Union office, an employee may be granted leave without pay to engage in Union activities on the national, district or local level, to work in programs sponsored by the Union or the AFL-CIO. Such requests will be referred to the appropriate management official. Such employees shall continue to accrue benefits in accordance with applicable OPM regulations. LWOP for this purpose is limited to one year but may be extended or renewed upon proper application.
- C. Upon return to duty after a period of LWOP, Management will restore the employee to a similar position at the same grade and pay.
- D. Employees may request LWOP for educational purposes.
- E. LWOP is granted at the discretion of Management, except in the following cases:
1. When a disabled veteran requests LWOP for medical treatment;
 2. When requested by a reservist or National Guard member for military duties in accordance with appropriate military orders. Employees may request such leave after their military leave has been exhausted (38 USC Section 4316(d));
 3. When requested by an employee who has suffered an incapacitating job-related injury or illness and is awaiting adjudication of a claim for employee compensation by the Office of Workers' Compensation Program; or

4. When an employee makes a request under FMLA and meets the criteria for that program.

Section 15. Hazardous Weather/Emergency Conditions

The Parties agree to use the existing Agency policy on the Hazardous Weather Condition Closure Notifications. Any changes proposed by the Agency will be given to the Union prior to implementation for review and negotiation as appropriate. See the Appendix of this Agreement for further information on the policy.

Section 16. Religious Compensatory Time

- A. An employee whose personal religious beliefs require abstention from work during certain periods of time may elect to engage in credit or compensatory time work to compensate for time lost for meeting those religious requirements.
- B. To the extent that such modifications in work schedules do not interfere with the efficient accomplishment of the mission, the Agency shall, in each instance, afford the employee the opportunity to work compensatory time and shall, in each instance, grant compensatory time off to an employee requesting such time off for religious observances when the employee's personal religious beliefs require that the employee abstain from work during certain periods of the work day or work week.
- C. For the purpose stated in paragraph B of this Section, the employee may work such compensatory time before or after the granting of compensatory time off. Advanced compensatory time off should be repaid with the appropriate amount of compensatory overtime work within a reasonable amount of time, not to exceed the end of the leave year. Compensatory time shall be credited on an hour-for-hour basis or authorized fractions thereof. Appropriate records will be kept of compensatory time earned and used.

Section 17. Military Leave

- A. In accordance with law and regulations, full-time permanent and part-time permanent employees who are members of the National Guard or the Armed Forces Reserves are entitled to fifteen (15) calendar days of regular military leave in a fiscal year for active duty or active duty for training.
- B. For part-time employees, military leave is prorated based on the number of hours in the employee's work week.
- C. Employees who do not use the entire fifteen (15) calendar days can carry any unused military leave, not to exceed fifteen (15) calendar days, over to the next fiscal year. Military leave may never exceed thirty (30) calendar days in any one calendar year.

- D. Regular military leave is charged in increments of one hour. Non-workdays falling at the beginning or end of military leave are not included in the period of military leave.
- E. Management will take into consideration the schedules of employees who work off-tours and will, when possible, arrange schedules to allow such employees to have scheduled days off immediately preceding and following the required military leave.

Section 18. Voluntary Leave Transfer Program

- A. The Agency will continue to use the Leave Transfer Program as designated in the current Agency Directives and Policies and as authorized by 5 CFR 630 Subpart J.
- B. Employees are entitled to donate and receive leave for medical emergencies. By reference, the definitions, eligibility criteria and administrative provisions pertaining to a Voluntary Leave Transfer Program contained in 5 CFR 630 Subpart J are incorporated into this Agreement.

Section 19. Leave for Bereavement

- A. Upon request, subject to any documentation requirements, leave-approving officials shall approve up to five (5) days of annual leave, sick leave, and/or LWOP for employees to mourn the death of the following family members:
 - 1. Spouse and spouse's parents;
 - 2. Sons and daughters, and their spouses;
 - 3. Parents and their spouses;
 - 4. Brothers and sisters, and their spouses;
 - 5. Grandparents and grandchildren, and their spouses;
 - 6. Domestic partner and domestic partner's parents, including domestic partners of any individual named under (2) through (5), above; and
 - 7. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- B. Additional leave can be requested as family care and bereavement leave.

- C. The supervisor has discretion to require documentation (e.g., obituary, death certificate) prior to final approval of bereavement leave. However, this documentation will normally be required only in unusual circumstances.

Section 20. Administrative Leave

- A. Administrative leave is absence from assigned duties without charge to leave or loss of pay. The Parties agree that excused absence may be granted for activities which are in the Government's interest.
- B. Employees will be granted up to four (4) hours of administrative leave to donate blood to an Agency sponsored or endorsed blood program. Additional leave will be granted to employees who donate blood platelets through Agency endorsed Hemiparesis Programs. Time spent in necessary travel for such purposes shall also be administrative leave.
- C. Upon request, subject to certification by a physician, leave-approving officials shall approve administrative leave for employees who serve as living donors for bone marrow, organ, and tissue donation and transplantation. The use of administrative leave can cover time off for activities such as donor screening, the actual medical procedure, and recovery time. Leave-approving officials shall approve:
 - 1. Up to seven (7) working days of absence without charge to leave or loss of pay for each donation by employees participating as living bone marrow donors.
 - 2. Employees may use up to thirty (30) days of paid leave each year, in addition to annual and sick leave, to serve as an organ donor.
 - 3. The length of absence from work can vary depending on the medical procedure involved in the donation. Therefore, for longer periods of incapacitation, leave-approving officials shall approve annual and/or sick leave or LWOP in combination with the maximum amounts of excused absence specified in (C)(1) and (2) above.

Section 21. Workplace Closings

- A. Work place closing will be handled in accordance with the current policy on Hazardous Weather Conditions Closure Notifications. See the Appendix of this Agreement for further information.
- B. Any changes in policy will be subject to notification to the Union and negotiations as required.

Section 22. Other Circumstances

The Parties agree that the above reasons for granting administrative leave are not all inclusive and that there may be other situations supporting a request for the granting of such leave. Such requests shall be considered based on the reasons presented at the time; the Employer may require documentation as appropriate to support the reasons for and/or the duration of such administrative leave requests.

Attachment 1: Leave References

Examples of Sick Leave Situations	Family and Medical Leave Act	Legal or Regulatory Reference
<i>Applies to the employee and to provide care to a family member for:</i>		
physical or mental illness, injury, pregnancy, childbirth, or medical, dental or optical examination or treatment.	Yes (Must be related to a serious medical condition if using for medical, dental, or optical exams/ treatments.)	Subpart D 5 CFR 630.401(a)(1), (a)(2) and (a)(3)(i) and (a)(3)(ii)
communicable disease that would jeopardize the health of others by the employee's presence on the job.	Yes	Subpart D 5 CFR 630.401(a)(5)
To make arrangements necessitated by the death of a family member or attend the funeral of a family member.	N/A	Subpart D 5 CFR 630.401(a)(4)
Make arrangements or to attend a funeral for a family member.	N/A	Subpart H 5 CFR 630.801
For adoption-related activities.	Yes	5 USC 6307(c) 5 CFR 630.401(a)(6)
For childbirth (Mother), i.e., incapacitation for delivery and recuperation.	Yes	5 USC 6381-6387 Subpart L 5 CFR 630.1203
Bone marrow/organ donation	N/A	5 USC 6327

ARTICLE 16. OVERTIME

Section 1. Principles

- A. This Article applies to bargaining unit employees (BUEs) represented by AFGE Local 2315.
- B. The overtime system will be based upon voluntary participation supplemented by a mandatory backup system administered in a fair manner.
- C. When the Employer determines to assign overtime to employees, initial consideration for assignments will be given to those employees who are qualified for the assignment as defined below:
 - 1. Qualified – Recognizing job requirements, when an employee normally performs all the duties required for an overtime assignment or after an appropriate amount of on the job training or when deemed qualified by the employee’s supervisor to perform the overtime assignment.
- D. First consideration for overtime jobs will be given to those employees who are qualified for the job and for which the job would be contiguous to or a continuation of the employee’s tour of duty.
- E. Overtime is work in excess of eight (8) hours in a day or forty (40) in a work week. If working under a compressed work schedule, overtime is work in excess of the basic work schedule or eighty (80) hours in a pay period. Overtime should be approved in advance by the supervisor.
- F. When an employee works overtime, such overtime will be paid in increments of fifteen (15) minutes.
- G. Any payment of overtime to employees for time worked outside of their regularly scheduled work week that is directed and approved by the supervisor or designee will be in accordance with applicable law, rule and regulation.
- H. Non-BUEs shall not be scheduled on overtime to perform the duties of BUEs for the sole purpose of eliminating the need to schedule BUEs for overtime.
- I. Eligible employees may request compensatory time off in lieu of premium pay for overtime work. Compensatory time will be granted as an equal amount of time off in lieu of payment at overtime rates. Supervisors may not require employees to take compensatory time in lieu of overtime pay. The supervisor may require an appropriately determined FLSA exempt employee to take compensatory time in lieu of overtime pay when pay exceeds that of a GS-10 step 10.
- J. Compensatory time must be used within twenty six (26) pay periods after the pay period it was earned. Normally, compensatory time off shall be granted

before annual leave is approved. If annual leave would otherwise be forfeited, the annual leave shall be granted before compensatory time off. If compensatory time is not used within twenty six (26) pay periods, it must be paid out at the overtime rate in effect when the employee earned the overtime. If an employee chooses to use compensatory time instead of use or lose annual leave and annual leave is lost at the end of the leave year, it will not be subject to restoration.

- K. Employees who are required to work overtime will be allowed to call, at no cost to them, to make necessary arrangements. This shall include, but is not limited to, dependent care arrangements and updates, medical appointments, childcare, etc.
- L. Employees who volunteer to work overtime are expected to keep their commitment to work overtime. If the employee is unable to work overtime that has been assigned, he/she must immediately notify the supervisor or designee.
- M. Employees who are called back to work for a period of overtime unconnected to their regularly scheduled tour or who work overtime on their day(s) off are entitled to a minimum of two (2) hours overtime pay. Employees called in for work outside their basic workweek shall not normally be required to perform functions unrelated to what they were called in to do, but shall make an effort to thoroughly address the issue.

Section 2. Overtime Procedures

- A. The following are procedures that have been negotiated and can be implemented without further discussion. Variations from this can be developed and implemented on a unit-by-unit basis after consultation with the Union and bargaining obligations have been met.
- B. Each unit (section) will have a roster of all unit (section) employees listed by service computation date, most senior person on top. This roster will be used to assign voluntary overtime from top to bottom. A separate roster will be inverted for assigned mandatory overtime bottom to top.
- C. Lists will be maintained to capture who last worked overtime, one for voluntary overtime and one for involuntary overtime.
- D. It is understood that some overtime will require a unique set of skills exempting use of the rosters.
- E. Overtime refused will count as overtime worked.
- F. Regular/scheduled overtime assignments will normally be posted one pay period in advance.

- G. For unscheduled overtime assignments, employees will be contacted as soon as practical via phone at a number designated by the employee.
- H. The Agency should make a reasonable effort to give the employee as much notice as possible when planned overtime is required. The Agency should make a reasonable effort to avoid mandated overtime exceeding four (4) hours at the end of the employee's tour of duty for the day.
- I. Swaps or exchanges may be made for like or similar duties (e.g., full callouts for full callouts). Changes normally are not made without prior supervisory approval.
- J. Giveaways will be handled the same way as refusals and will be referred to the roster. Changes normally are not made without prior supervisory approval.
- K. The lists for mandatory and voluntary overtime assignments will be continuously rotated and not reset periodically. Supervisors will be required to retain the record of overtime assignments for three (3) years.

ARTICLE 17. DETAILS, REASSIGNMENTS, AND TEMPORARY PROMOTIONS

Section 1. Details

- A. The Parties recognize that APHIS is an emergency response agency and as such, employees may be required to respond to urgent national and international assignments ordered by higher level Agency entities.
- B. A detail is the temporary assignment of an employee to a different position for a specified period of time with the employee returning to his/her regular duties at the end of the detail. Details are intended only for the needs of the Agency's work requirements when necessary services cannot be obtained by other desirable or practicable means, or to avoid negative impacts to employees due to budgetary concerns, or lack of workload.
- C. Details of thirty (30) calendar days or more shall be recorded and maintained in the Official Personnel Folder.
- D. The following procedures shall apply when offering noncompetitive details to both classified and unclassified positions. Exceptions to this protocol are noted in Section E below:
 - 1. The Agency will determine the qualifications of the positions of detail, as well as any task related qualifications of the work to be performed. Only objective and job related qualifications will be applied under these procedures. The Agency will determine the area of solicitation to post the detail. Postings will be done electronically. The Agency will canvass the qualified employees to determine if anyone wishes to be detailed. If the same number of volunteers as vacancies exists, they shall all be selected for the assignment.
 - 2. If more employees volunteer than vacancies exist, the Agency will select from the qualified volunteers. Seniority will be the selection criterion:
 - a. If there are not enough volunteers, then the least senior qualified employee(s) will be selected.
 - b. Seniority shall be defined by the service computation date (SCD).
 - c. The Agency will notify the Union of all details of more than thirty (30) calendar days.
- E. The procedures in D above shall apply except in the following circumstances:
 - 1. When Management can demonstrate that the position to which an employee must be detailed requires unique skills and abilities that are not possessed by any other qualified employee;

2. When a bona fide medical or operational emergency requires or precludes the detail of a particular employee;
3. When the Agency makes a detail to accommodate a substantiated medical or health problem; or
4. When assignments are made in support of Agency directed emergency response activities, in accordance with the APHIS Emergency Mobilization Guide or its successor. See the Appendix of this Agreement for further information.

Section 2. Temporary Promotions

- A. For employees officially detailed to a higher graded position for a single period of more than thirty (30) calendar days, the employee will be paid for the temporary promotion beginning the first day of the detail. The temporary promotion should be initiated at the earliest date it is known by Management that the detail is expected to exceed thirty (30) calendar days. The thirty (30) calendar day provision will not be circumvented by rotating employees into a higher-grade position for less than thirty (30) calendar days in order to avoid the higher rate of pay.
- B. Temporary promotions in excess of one hundred twenty (120) calendar days shall be filled through competitive procedures. Temporary promotions of less than one hundred twenty (120) calendar days shall be made in accordance with Section 1 above among qualified employees.

Section 3. Restriction on Lower-Graded Duties

Should the requirements of the Agency necessitate a detail to a lower-level position, this will in no way adversely affect the detailed employee's salary, classification, or position of record.

Section 4. Representatives

The Union will be given written notice at least fifteen (15) working days in advance of reassigning a Union official, or steward. Situations beyond local Agency control that create a shorter notification period will be discussed with the Union.

Section 5. Voluntary Temporary Work Assignment Changes

Employees may voluntarily request changes in their work assignments. All such requests are subject to management's right to assign employees work, and to determine the personnel by which Agency operations shall be conducted. Such requests will be considered by the Agency and a good faith effort will be made to balance the needs of the employee with the Agency's program needs.

Section 6. Voluntary Demotion/Downgrade

Prior to acting on an employee's request for a voluntary reduction in grade, the Agency will assure that:

1. the employee has been fully apprised in writing about the effects of such an action;
2. the employee has been informed of other alternatives, if any; and
3. the Agency is available to answer questions employees may have prior to the action becoming effective.

Section 7. Assignments of Duties for Medical Reasons

Employees recuperating from serious illness or injury and temporarily unable to perform their assigned duties, as certified by a physician, may voluntarily submit a written request to their supervisor for temporary assignment to duties commensurate with the disability and the employee's qualifications. The Agency may require that such requests be reviewed by a medical officer for appropriate recommendations. The Agency will consider such requests in accordance with applicable rules and regulations and medical recommendations. The Agency will, to the extent feasible, temporarily assign the employee to an appropriate, funded vacancy or adjust duties and responsibilities within his/her own service/section commensurate with the employee's disability and qualifications. Employees will continue to be considered for promotional opportunities for which they are otherwise qualified. Requests for medical accommodations will be in accordance with the Agency's Reasonable Accommodation protocols and/or applicable regulations, rule or law. Employees seeking medical accommodation will provide the required documentation to support their request.

Section 8. Directed Reassignments

- A. Directed reassignment means a change from one position to another, at the same grade level, while the employee is serving continuously within the same Agency. Permanent reassignments will be documented in the employee's OPF.
- B. When an employee is reassigned to a different position, the employee will be given a reasonable period in which to become proficient. If he/she cannot attain satisfactory performance, consideration will be given to returning the employee to the previous position held or a different position at the same grade level.
- C. The employee will provide his/her new supervisor with a list of all future leave previously requested and approved. The previously approved leave will be honored unless compelling work requirements cause the approval to be rescinded. The compelling reasons will be provided to the employee in writing.

The new supervisor and employee will identify alternate dates of leave if the leave approval is rescinded.

D. Reassignments shall not be used as punishment, harassment, or reprisal.

ARTICLE 18. INVESTIGATIONS

Section 1. General

The term “investigation” for the purpose of this Article includes face-to-face and electronic or telephonic meetings, and preparation of sworn statements or other written witness statements. The Parties agree that investigations should be initiated in a timely manner once the Agency is on notice of allegations of misconduct. The Parties recognize that the length of time needed to initiate and complete investigations may vary given extenuating circumstances such as case complexity, availability of witnesses, etc. Investigators are encouraged to seek assistance from Agency Employee Relations professionals or other experts prior to initiating investigations to assure that proper protocols and investigative procedures are followed. When known, the local managers will provide the Union with updates on changes in investigation status.

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

Section 2.

Prior to issuing any proposed disciplinary or adverse action, the Agency will conduct an investigation that will determine whether such action is warranted. This investigation will include the following facets:

1. Employees alleged to have committed misconduct will be interviewed. The investigator will share with those being interviewed a summation of the allegations. More detailed/specific information may be provided as developed through the interview process.
2. Signed statements, Memorandum of Conversation, or other written records of the event will be obtained from witnesses who are interviewed in the course of the investigation.
3. All employees being interviewed will be advised of the subject matter of the investigation including whether the investigation involves criminal or non-criminal matters, if known.
4. Management officials are strongly encouraged to reconcile significantly conflicting statements by way of additional interviews, investigation or other means. All evidence obtained, whether for or against the employee(s) being investigated, shall be documented.
5. No supervisory notes will be admitted in any disciplinary or adverse action case unless they were provided to the employee in a timely manner.
6. Union representation will be in handled in accordance with Section 5 of Article 7 Union Rights and Responsibilities.

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

Section 3.

- A. The Agency is strongly encouraged to inform the Union in advance of an investigation when a bargaining unit employee is the subject of the investigation or inquiry.
- B. Supervisors, employees, and Union representatives will not, except as specifically authorized, disclose any information about an investigation. Employees interviewed will be given a copy of their statement.
- C. When known, the local managers will provide employees who have been the subject of an investigation with updates on changes in investigation status.
- D. Upon request, the Union will be furnished a copy of the evidence file and investigative file that deals specifically with the employee who is subject to a disciplinary/adverse action. The Union may also request additional information in accordance with any other available means. (FOIA, 5 USC 7114 (b) (4) etc.).
- E. The right of employees not to incriminate themselves will apply in criminal investigations.

ARTICLE 19. DISCIPLINE AND ADVERSE ACTIONS

Section 1. General

- A. The Agency and the Union recognize that the public interest requires the maintenance of high standards of conduct. The objective of discipline is to correct and improve employee behavior so as to promote the efficiency of the service and will be appropriate for the offenses committed. Discipline is not solely to be punitive in nature.
- B. The Parties agree to the concept of progressive discipline, when appropriate. A common pattern of progressive discipline is reprimand, short-term suspension, long-term suspension, and removal. Any level of discipline may be bypassed when the nature of the behavior makes a lesser form of discipline inappropriate.
- C. Supervisors are encouraged to use counseling sessions and/or warnings prior to taking disciplinary action.
- D. The Parties agree to promote the concept of alternative discipline in appropriate circumstances.
- E. The Parties agrees to encourage employees to maintain high standards of conduct while performing Federal Service.
- F. Actions based solely on unacceptable performance should be taken in accordance with Article 21 Performance Appraisal System.

Section 2. Definitions

For purposes of this Article, the following general definitions are used:

- 1. A disciplinary action is defined as official written reprimands, or suspensions of fourteen (14) calendar days or less.
- 2. Adverse actions are defined as removals, suspensions of more than fourteen (14) calendar days, reduction in pay or grade or furloughs of thirty (30) calendar days or less.
- 3. Representative means "Union-designated representative" such as a steward or officer.
- 4. Alternative Discipline Agreements (ADAs) are written instruments between and employee and the Agency that incorporate various approaches to address correcting employee behavior in lieu of traditional penalties.

Section 3. Fairness and Timeliness

Disciplinary actions must be consistent with applicable laws, regulations, policy, and accepted practice within the Agency. If the Agency believes that disciplinary or adverse action is necessary, such action will be initiated in a timely manner after the Agency completes its investigation of the alleged misconduct. Discipline is not intended to harass employees; rather it is intended to be a corrective measure.

Section 4. Counseling and Warnings (Non-Disciplinary Tools)

Prior to taking disciplinary action, supervisors are encouraged to use any of the following as non-disciplinary actions to correct the misconduct: counseling sessions, oral warnings, letters of caution, informational and instructional letters, or their like. These are not punitive nor are they disciplinary. Rather, these are constructive instruments designed to correct behavior at the lowest possible level. At the discretion of the supervisor, such letters, notations or records may be maintained by the supervisor in accordance with Article 29 Official Files. Such records will be maintained to show that the employee was “on notice” of expected workplace behavior. Counseling and warnings will be conducted privately and in such a manner as to avoid embarrassment to the employee, and to insure that there is no confusion as to the intent of the discussion/meeting.

Section 5. Alternative Discipline Agreements

- A. The Parties recognize the shared interest in correcting behavior promptly and avoiding unnecessary or lengthy litigation. The employee or the Union may request the use of an ADA; however, the Agency retains the right to offer ADAs, Last Chance Agreements (LCAs), and other forms of resolution.
- B. ADAs are always voluntary in nature and require mutual agreement between the Agency and the employee prior to being executed.
- C. Prior to offering an employee an ADA, the Union will be notified and given an opportunity to be present at any meeting in which the employee is offered such an agreement.

Section 6. Reprimands

- A. Reprimands are effective upon date of issuance. The reprimand will state the specific reasons for the action. Management agrees that the employee shall be given a reasonable amount of official time (up to four hours), to review the information provided. Additional time may be granted on a case-by-case basis. One copy of the reprimand and all document(s) in the evidence file will be provided to the employee. One copy of the reprimand (which may be redacted) will be provided to the Union President.

- B. The reprimand will identify the employee's grievance rights and to whom a grievance would be filed, and the time frames for filing the grievance in accordance with the Article 12 Grievance Procedure. The reprimand will also identify the period of time that it will remain in the employee's Official Personnel Folder.

Section 7. Suspensions and Adverse Actions

- A. An employee for whom a suspension or an adverse action is proposed is entitled to twenty one (21) calendar days advanced written notice for suspensions of fourteen (14) days or less and thirty (30) calendar days for adverse actions, for advance written notice prior to the effective date of the suspension, except when the crime provisions have been invoked. The notice will state specific reasons for the proposed action. One copy of any document(s) relied upon to support the action will be provided to the employee. Management agrees that the employee shall be given the opportunity to use a reasonable amount of time (up to eight hours), to review the evidence on which the notice is based and that is being relied on to support the proposed action. Additional time may be granted on a case-by-case basis. One copy of the Decision Letter (which may be redacted) will be provided to the Union President.
- B. The employee and/or representative may respond orally and/or in writing as soon as practical but no later than fourteen (14) calendar days from receipt of the proposed action notice. The response may include written statements of the persons having relevant information and/or other appropriate evidence.
- C. Management has the right to restrict the response time to seven (7) calendar days when invoking the crime provision. Extensions for replying to proposed adverse actions and suspensions may be granted when good cause is shown.
- D. In responding to a proposed disciplinary action, the employee will be entitled to Union representation and will be responsible to secure such representation and to notify the Deciding Official of his/her election to be represented.
- E. The written decision shall include the reason for the disciplinary action and a statement of findings and conclusions as to each charge. The decision shall also include a statement informing the employee that suspensions become part of the permanent record. The letter will also provide the employee's appeal rights and/or grievance rights. The Decision Letter will include the time period for filing a grievance and to whom it must be filed.

Section 8. Investigation of Disciplinary Actions

- A. Management will investigate an incident or situation to determine whether or not discipline is warranted. Weingarten rights will be afforded employees engaged in investigatory interviews in accordance with Article 18 Investigations.

- B. Investigations will be conducted fairly and impartially. The Parties will remind employees of their responsibilities to answer all questions asked during an investigative interview fully and with candor.

Section 9. Removal of Disciplinary Actions

- A. Reprimands will be removed from an employee's files after a two (2) year period unless such action has been extended in writing or a subsequent infraction that referenced the reprimand has occurred.
- B. At the election of the issuing management official, reprimands may be removed from the files at any time after one year from the original effective date if the employee's behavior has improved and the discipline has served its purpose. The employee may request that the supervisor issuing the reprimand remove it after one year with the following provisions:
 - 1. the employee can demonstrate the behavior has been corrected; and
 - 2. only one request may be initiated by the employee.
 - 3. Should the supervisor decide not to remove the reprimand after the employee makes the request for its removal it is understood that this decision is not grievable.
- C. Suspensions become a permanent part of employee's official personnel records.

Section 10. Administrative Reassignment

Administrative reassignments or demotions may be used when deemed to be the best corrective action. Appropriate procedures must be followed and appeal rights will be provided for decisions of reassignments or demotions made for reasons of misconduct.

Section 11. Last Chance Agreements

- A. Last Chance Agreements (LCAs) refer to situations in which the Agency agrees to hold in abeyance an adverse action against an employee in exchange for the employee's agreeing to conform to certain conduct expectations for a set period of time. The understanding is that if the employee does not meet his/her obligation under the agreement, then the Agency is free to reinstate the adverse action under the terms of the agreement. The Parties recognize that LCA's are the employee's final choice between removal and adhering to the terms of the LCA including expected behavior and conduct.
- B. The use of LCAs shall be offered at the Agency's discretion consistent with the facts of the case. The employee retains the right to accept or reject the offer of

settlement. The Parties recognize that acceptance of the terms of a LCA are entered into voluntarily but are un-retractable upon signature.

- C. Prior to offering an employee a LCA, the Union will be notified and given an opportunity to be present at any meeting in which the employee is offered such an agreement.

Section 12. Self-Incrimination

The right of employees not to incriminate themselves will apply in criminal investigations.

ARTICLE 20. SURVEILLANCE

- A. The Parties recognize that surveillance is conducted for safety and internal security reasons.
- B. Scope
This Article covers, but is not limited to: camera, video, microphone, access card swipes, telephonic, cell phone, computer, and other electronic devices.
- C. If the Agency uses covert or hidden surveillance during an investigation; the following shall apply if a disciplinary or adverse action is proposed against an employee represented by the Union:
 - 1. The Union will be given a copy of all relevant evidence collected;
 - 2. The Union will be provided a copy of the pertinent video tapes or other electronic media;
 - 3. The only exception would be for issues of public safety or national security; and
 - 4. The Union will be allowed to represent affected employees in any subsequent discussions or proceedings involving them.
- D. The Union is not precluded from any further negotiations on the impact and implementation of covert or hidden surveillance.

ARTICLE 21. PERFORMANCE APPRAISAL SYSTEM

Section 1. Policy

It is the Agency's policy to operate a performance appraisal program in a manner which is consistent with applicable statutes, regulations, and this Agreement. A written performance plan will be provided to each employee covered by this Agreement at the beginning of each appraisal period (normally within thirty (30) calendar days).

Section 2. Principles

- A. The official appraisal period for which a performance plan must be prepared and monitored, and for which a summary performance rating (rating of record) must be prepared is October 1 through September 30 of each year.
- B. The summary performance rating prepared at the end of an appraisal period is for performance of assigned duties over the entirety of the applicable appraisal period.
- C. The minimum performance appraisal period is ninety (90) calendar days. If an employee is not on a performance plan for ninety (90) calendar days, the employee will not be rated.
- D. A written performance plan will be provided to each employee within thirty (30) calendar days of the new performance period. The performance plan will contain all of the written performance elements, critical and non-critical elements if used, and their performance standards.
- E. The performance plan must be communicated to the employee before the employee may be held accountable. The employee will sign to acknowledge he/she received his/her performance plan. The employee will not be required to sign a pre-dated performance plan.
- F. Proficiencies established for an employee's position shall be in writing and communicated to the employee when the employee enters a position or when a new proficiency is established for the employee's position. Evaluation of performance of proficiencies will be consistent with written procedures.
- G. Progress reviews by the supervisor will be conducted during the appraisal period. The supervisor should conduct an interim progress review at the midpoint of the appraisal period to ensure that performance elements and standards are appropriate and to advise the employee of current performance. Supervisors and employees are encouraged to communicate frequently during the appraisal period and discuss any performance concerns that may arise as soon as possible.

- H. Normally the immediate supervisor will be responsible for establishing the employee's performance plan; provide the progress review; prepare the interim appraisal as applicable; and prepare the final performance appraisal rating (rating of record).
- I. Normally the employee's second-level supervisor will review and approve the performance plan and the final performance appraisal rating (rating of record).

Section 3. Employee Responsibilities

All employees are responsible for:

- 1. Participating in discussions with their supervisor concerning the development of performance elements, standards and measures (optional) and participating in their progress reviews and performance appraisals;
- 2. Ensuring they familiarize themselves with their position description and performance plan and requesting clarification from the supervisor, if necessary;
- 3. Taking responsibility to improve their own performance and support team endeavors;
- 4. Identifying business improvement opportunities and collaborating with peers and supervisors to accomplish them;
- 5. Seeking performance feedback from their supervisor; and
- 6. Documenting their performance accomplishments, and being prepared to provide specific examples of their accomplishments including feedback from internal and external customers, during the performance appraisal discussion.

Section 4. Agency Responsibilities

Management is responsible for:

- 1. New supervisors receiving adequate training in performance management prior to conducting evaluations;
- 2. Communicating performance expectations clearly, monitoring performance during the appraisal period and providing performance feedback to employees, developing employees, and taking appropriate actions to address performance not meeting expectations;

3. Conducting one or more progress reviews, giving feedback on the quality of performance during the appraisal period, and preparing ratings. Supervisors will inform employees if their performance drops below the fully successful level;
4. Engaging the employee in the process of establishing and documenting the employee's performance plan;
5. Preparing performance ratings in a timely manner and ensuring equity and consistency in performance ratings; and
6. Providing technical and/or safety training on proficiencies, equipment, new technologies and changes in procedures.

Section 5. Rating Performance

- A. To be eligible for a final performance appraisal rating (rating of record), an employee must have worked under a performance plan for at least the ninety (90) calendar day minimum period. If an employee is not on a performance plan for ninety (90) calendar days, the employee will not be rated.
- B. A written final performance appraisal rating (record of rating) will be issued to each employee normally by October 30. If a performance cycle has been extended, the supervisor should rate employees within fifteen (15) calendar days from the end of the extended cycle.

Section 6. Unacceptable Performance

- A. If at any time during the performance appraisal period an employee's performance is determined to be unacceptable in one or more critical elements, the supervisor must:
 1. Notify the employee of the performance element(s) for which performance is unacceptable; and,
 2. Inform the employee of the performance requirement(s) or standard(s) that must be attained to demonstrate acceptable performance. The supervisor must inform the employee that unless his/her performance in the critical element(s) improves to and is sustained at an acceptable level, the employee may be reassigned, reduced in grade or removed.
- B. Performance Improvement Plans (PIP)
The goal of a PIP is a mutual desire to return the employee to fully successful performance as soon as possible. For each critical performance element in which the employee's performance is unacceptable, the supervisor must afford the employee a reasonable opportunity to demonstrate acceptable performance

commensurate with the duties and responsibilities of the employee's position and place the employee on a PIP. The PIP must include:

1. A minimum opportunity period of sixty (60) calendar days to demonstrate acceptable performance; it is understood that the time frame may be extended if additional time is needed;
 2. Identify and describe the performance deficiencies in the performance elements and standards for which the employee's performance is at the unacceptable level;
 3. Provide clear goals which are appropriate for the responsibilities of the employee's position;
 4. Frequent (at a minimum, every two (2) weeks) interaction and feedback with the supervisor regarding progress; and
 5. Required progress reports will be documented in writing and a copy provided to the employee.
- C. If the employee demonstrates an acceptable level of performance during his/her opportunity period, then he/she is required to maintain an acceptable level of performance for one year from the beginning of the opportunity period.
- D. In accordance with 5 CFR 432.105 (a)(2), if the employee does not demonstrate an acceptable level of performance for a critical element during the opportunity period or for one year from the beginning of the opportunity period, the supervisor may initiate a reassignment, reduction in grade, or removal action.

Section 7. Temporary Duty Assignments (Details) and Temporary Promotions

Performance plans must be provided for details and temporary promotions of ninety (90) calendar days or more. Performance plans will be provided in writing to the employee normally within fifteen (15) calendar days of the start of the detail or temporary promotion. The supervisor responsible for the detail or temporary promotion should document the employee's accomplishments at the end of the TDY assignment or detail and forward it to the employee's supervisor for appropriate consideration. The employee's supervisor will give the accomplishments the appropriate consideration, e.g., performance of elements and standards associated with the employee's normal duties versus duties not normally performed.

Section 8. Employee Development

As a part of the performance planning process, each employee is encouraged to discuss short- and long-term learning and developmental goals with the supervisor and develop a plan. The plan may include elective training, education and

developmental activities in which employees may engage to improve their knowledge, skills and abilities and ultimately, job performance.

ARTICLE 22. EMPLOYEE AWARDS AND RECOGNITION

Section 1. Background and Purpose

- A. Recognition of employees through monetary and non-monetary awards reflects the Parties' efforts to promote continuous improvement and achievement in mission accomplishments. The employee recognition program provides a positive indication of the Parties' commitment to providing quality public service. The intent of this program is to promote a positive work environment and to link awards to employee contributions that enhance Department performance.

- B. The employee recognition program, as described in this Article, has the following characteristics:
 - 1. It is an incentive program intended to motivate employees to strive for excellence. Strong emphasis is placed on recognition of efforts to improve service.

 - 2. The awards program is designed to recognize the accomplishments of employees both as individuals and as members of groups or teams. It recognizes that the Agency, the Union, and employees have important roles in identifying and recognizing employees deserving of awards and praise.

 - 3. Further, it is the intent of this program to ensure that employees will be appropriately rewarded or recognized regardless of changes in the Agency.

Section 2. Policy

- A. The awards program will be governed by this Agreement, Departmental Regulation and the Agency's Standard Operating Procedure (SOP) in place at the time the award process is initiated.

NOTE: Any changes to the awards policy including the Departmental Regulations, or SOP will require notification and negotiation as required by law prior to being effective and/or implemented.

- B. When employees are considered for awards, the relative significance and impact of their contributions will be considered in determining which type of award would constitute appropriate recognition and, for monetary awards, in determining the amount of money to be granted. Funding availability must also be considered in the granting of monetary awards.

- C. Employees or supervisors interested in submitting nominations for awards can find the forms at the local servicing HR office, or on the electronic media

available at the time the forms are requested, (e.g. currently SharePoint), or the Department Regulation 4040-451-1 or its successor.

- D. Management will make a good faith effort to process awards in a timely fashion. (Timeline guidelines are articulated in the local SOP for awards. See the Appendix of this Agreement for further information.)

Section 3. Method of Recognition and Types of Awards

The methods by which employees may be recognized and the awards which employees may be eligible to receive include but are not limited to:

- 1. Methods:
 - a. *Monetary*: A cash award granted to an employee as an individual or member of a group.
 - b. *Non-Monetary*: A letter of appreciation or other appropriate means to recognize contributions that do not meet the standard for cash award or in cases where the contributions do meet the standard but the supervisor chooses not to grant a monetary award.
- 2. Types:
 - a. *Performance*: An award based solely on an employees' performance rating of record assigned at the end of the appraisal period.
 - b. *Special*: Special Awards are awards established and available to recognize accomplishments of employees. These may be monetary or non-monetary. (A current list of available awards is outlined in the Department Regulation 4040-451-1 or its successor and the local Standard Operating Procedure for Awards). Some examples of these types of awards are Career Service Award, Honor Awards, and Suggestion Awards. In addition, local awards such as Outstanding Support Person of the Year, Safety and Health Employee of the Year.

Section 4. Award Panels

If panels are convened for non-performance review of awards for bargaining unit employees, the Union will be invited to attend in an observer role. Union representatives involved with the panels will be able to provide input to the discussions.

Section 5. Award Nomination Procedures

- A. Employees and management officials are encouraged to nominate individual

employees who they believe should be recognized for high quality accomplishments or contributions.

- B. Nominations of individual employees should be submitted in writing to the appropriate manager or award panel. The nominations should include a description of the accomplishments or contributions of the nominee(s) and an explanation of their significance.
- C. Procedures for nomination are found in the Departmental/APHIS Awards Program Directive. Any changes to the procedure will result in Union notification and be subject to negotiations as required by statute.

Section 6. Records

The Agency agrees to provide the Union with copies of awards given to BUEs at the time the documentation is forwarded to the employee and supervisor. If quarterly or annual reports are prepared, the Agency agrees to copy the Union with those reports. Reports may be redacted.

NOTE: Further information can be found in the CVB and NVSL SOP for awards.

ARTICLE 23. NCAH BREAK ROOMS/BREAK AREAS

- A. The purpose of this Article is to define break rooms and break areas for all APHIS VS personnel located at Ames IA.
- B. Both Parties recognize that the health and well-being of employees are necessary to the successful accomplishment of the Agency's mission. Local management will provide break rooms, and/or break areas for employee use.
- C. Break rooms/areas shall be reasonably accessible to the employees' work areas including those employees who are contained in specific work areas due to the type of duties being performed, such as the BSL3 laboratory which requires showering out. Management will provide a break room with microwaves and refrigerators for consumption of food and beverages within the contained area. However, procurement of such items must be consistent with authorized use of appropriated funds.
- D. The staff break room should be of sufficient size to accommodate the number of employees reasonably expected to use the space at any given time.
- E. Should the Agency need to change access to or configuration of the existing break facilities, the Agency agrees to notify the Union and negotiate as required.
- F. Community food preparation areas, refrigerators, microwaves, and clean up stations are provided on each floor for employee use.

ARTICLE 24. EMPLOYEE ASSISTANCE PROGRAM

Section 1. Program Purpose

The Agency agrees to implement and the Parties agree to promote the Employee Assistance Program (EAP) or its successor, which is a program designed to provide resources to troubled employees with alcoholism, drug abuse, emotional, or other personal problems that may affect job performance. Employees and supervisors will continue to be informed about the program and how to access the help EAP provides.

Section 2. Record of Participation

The Agency will assure that no employee will have job security or promotion opportunities jeopardized by a request for counseling or referral assistance. The Agency will ensure that the confidentiality of medical records of employees with alcohol or drug problems as well as other confidential/sensitive information will be preserved in accordance with current public laws and Office of Personnel Management regulations.

Section 3. Voluntary Participation and Employee Responsibility

The existence and functions of counseling and referral programs will be publicized to employees. No employee will be required to participate or be penalized for merely declining referral to counseling services or for participating in the services provided.

Section 4. Confidentiality

- A. The Parties recognize that all confidential information and records concerning employee counseling and treatment will be maintained in accordance with applicable laws, rules, and regulations.
- B. Without an employee's specific written consent, the supervisor may not obtain information about the substance of the employee's involvement with a counseling program. Information obtained with the employee's authorization from such counseling programs may not serve as the basis for disciplinary or adverse actions.

Section 5. Excused Absence

- A. Employees undergoing a prescribed program of treatment under EAP will be excused without charge to leave. Employees will be given up to two (2) hours excused absence for visits with a counselor from the Ames, Iowa area, and up to three (3) hours if the counselor is outside of Ames. Additional time required for appointments will be charged to annual leave, sick leave, or leave without pay. If additional time is required, the employee will request leave as soon as

practical and the request will be approved in accordance with existing leave policies and this Agreement.

B. Supervisors will release employees for EAP visits as soon as practical and as soon as work requirements allow. The Parties will encourage employees to make appointments with the EAP professional.

C. The number of excused absences for EAP counseling services will be consistent with the number of contract appointments available under the Agency's Contract.

Section 6. Leave Associated with EAP

It is the policy of the Agency to grant leave (sick, annual, or LWOP) for the purpose of treatment or rehabilitation for employees under EAP as would be granted for employees with any other health problem.

Section 7. Effective Date

The Parties have agreed to make the terms of this Article effective August 3, 2010. The agreement will continue to run concurrent with the duration of the Collective Bargaining Agreement.

ARTICLE 25. REQUIRED PROTECTIVE CLOTHING AND EQUIPMENT

- A. The Agency will provide employees with all Personal Protective Equipment (PPE) requirements based upon their assigned duties at no cost to the employee. The clothing and equipment needs to be fit for purpose. PPE could include items such as gloves, lab coats, gowns, shoe covers, boots, respirators, face shields, safety glasses, goggles, etc.
- B. The Agency will provide laundry service for work uniforms, laboratory coats and protective clothing at no cost to the employee.
- C. All employees are responsible for following the current clothing policy SOP on required usage of Agency supplied PPE and clothing. See the Appendix of this Agreement for further information.

ARTICLE 26. SAFETY, HEALTH AND WELLNESS

Maintaining safe and healthful work environments, as a shared value by the Union and Agency, is necessary for the accomplishment of the Agency’s mission and contributes to a high quality of life for employees. The Agency will provide and maintain conditions and places of employment that are free from recognized hazards and unhealthful working conditions, consistent with the applicable requirements of 29 United States Code (USC) 668 *et seq.* (the Occupational Safety and Health Act of 1970), Executive Order 12196, 29 Code of Federal Regulations (CFR) Part 1960, and guidance from other applicable safety and health standards including the APHIS Safety and Health Manual.

Section 1. General

- A. On a case-by-case basis, the Parties may mutually agree to adopt more stringent safety and health standards to address specific concerns.
- B. In circumstances where there is no legal/regulatory applicable safety or health standard, interim standards such as those found in nationally recognized sources of health and safety criteria will be utilized. These interim policies will be locally written and shared with the Union and where applicable, negotiated if the policies create a change in working conditions of more than a de minimis nature.
- C. The Agency will continue to publicize safety awareness programs and update the provisions and procedures for elimination of safety and health hazards. The Parties will continue to encourage employees to seek out additional training on safety awareness by way of AgLearn or other traditional training opportunities.
- D. The Agency shall, perform continuing analysis of safety incidents and violations to determine causes and appropriate corrective actions concerning patterns of injuries and illnesses.
 - 4. The analysis will be part of the “protocols” that are established for dealing with new agents or processes and will be communicated to employees prior to turning the new work over to the employees to assure safety measures are followed.
 - 5. At least quarterly, the Safety Committee Chairperson and Union President will be provided (written) information on illnesses and injuries and accident trends for development of recommendations to go forward to the Board of Directors in accordance with the current Safety Committee Charter.

NOTE: The information may be redacted to preserve Personally Identifiable Information (PII).

6. Changes to the Charter will be subject to Union notification and negotiation as required.
- E. There will be no restraint, interference, coercion, discrimination, or reprisal directed against any employee for filing a report of an unsafe or unhealthful working condition or for participating in Occupational Safety and Health Program activities or because of the exercise by an employee on behalf of him/herself or others of any right afforded by Section 19 of the Occupational Safety and Health Act, Executive Order 12196, 29 CFR Part 1960, or any provision of this Agreement.

Section 2. National Centers for Animal Health Safety and Health Committee
(Safety Committee)

- A. The Safety Committee will continue under terms of the Charter. Membership, responsibilities, tasks, resources, duty time, protocols and training resources identified in the Charter will be followed as agreed. Any changes to the Charter may be initiated by either Party and may be subject to negotiations as required. See the Appendix of this Agreement for further information on the Safety Committee Charter.
- B. Union officials serving as standing members of the Safety Committee will be provided official time in accordance with provisions outlined in Article 31 Official Time.
- C. Employees who serve on the Safety Committee will be coded as “regular duty time” for duties specifically assigned to them as part of the Safety Committee and for meeting attendance and preparation.
- D. The Safety and Security Unit (SSU) will be a primary point of contact for all safety and/or health initiatives in the Agency involving bargaining unit employees (BUEs). The principal mission of the Safety Committee will be to assist the development and implementation of the Agency’s Occupational Safety and Health Program. The duties of the Safety Committee are outlined in the Charter.
- E. The Safety Committee will meet at the Agency’s facilities at least monthly or more frequently depending on circumstances. By mutual consent, the Safety Committee may meet by means of video conferencing or teleconferencing. Additional meetings, as well as alternate meeting sites may also be arranged as needed.
- F. Union representatives may receive additional training deemed necessary to conduct their duties on the Safety Committee and to participate in workplace safety and health inspections. The Union representatives will identify training they wish to attend at the time the Union representatives Individual Development Plans are created for the next rating cycle. The Union representatives will identify the need for the training and work closely with their

supervisors to identify the method of training, the location and expected outcome assuring the most economical methods are used. This mutually agreeable training will be provided by the Agency for Union appointed members of the Safety Committee in accordance with 29 CFR 1960.59 (b). Examples of training methods of delivery include formal classroom setting, job shadowing with managers, safety professionals or other mentors or safety experts, and AgLearn. The Union representatives should assure that all completed training is included in the AgLearn training system.

- G. All costs for travel and per diem for Union representatives for approved safety and health training will be paid as allowed by applicable law, rule, regulation, and the provisions of this Agreement.
- H. The Agency will provide, in a timely manner, the results of all documented occupational environmental testing and health and safety testing conducted at the facility to members of the Safety Committee with copies to the Union President. These results may be sanitized and redacted to protect sensitive PII information.
- I. Union participation in Safety Committees is not to be construed as a waiver of the Union's right to collective bargaining.

Section 3. Personal Protective Equipment (PPE)

- A. PPE, as required by appropriate Federal and/or state government (or its subdivisions) standards to protect employees from hazardous conditions encountered during the performance of their official duties, will be provided at no cost to employees required to wear PPE.
 - 1. The Agency agrees to provide cold weather gear as appropriate for work in adverse conditions. This may include polar boots, gloves or other non-personal protective gear.
- B. Assessments to determine the need for PPE will be conducted by the Agency in each work (unit) place when:
 - 1. there is a substantive change in the protocols or work environment; or
 - 2. a new protocol is established.
- C. Upon request, the Union President will be given copies of all risk assessments, including findings, conclusions, and decisions, and all documents, data, and materials used as a basis for the decision.
- D. The Agency will generally follow the protocols for issuance of PPE as outlined in the Biosafety in Microbiological and Biomedical Laboratories (BMBL) manual. See the Appendix of this Agreement for further information.

- E. If the Union disagrees with the determination of PPE requirement, it may seek reconsideration by submitting information or by showing evidence of why PPE should or should not be provided or required, or why the proposed PPE should be modified from the original determination in the BMBL. The Agency will promptly respond to this request for reconsideration with its final determination and supporting reasoning.
- F. The Agency will give employees information on PPE provided. The Agency will give the Union advance notice of any formal PPE training it intends to provide.

Section 4. Unsafe/Unhealthy Conditions

- A. Any employee, group of employees, or Union representative of employees who believes that an unsafe or unhealthful working condition exists in any worksite, has the right to report such condition to any supervisor, manager, executive, the Safety and Security Unit (SSU), Safety Committee and the Union. An inspection of potentially serious conditions will be made within the timeframe established by applicable regulations. Appropriate testing or sampling may be required as part of the inspection under 29 CFR 1960.28 (d) (3)).
 - 1. At the conclusion of a review, investigation or analysis of a potential or imminent safety concern, the reporting employee will be advised that the issue is being addressed, and if/how/when it has been resolved. This information will also be shared with the Safety Committee and Union President.
- B. When the Agency or other appropriate authority determines that a dangerous or potentially dangerous condition exists at a worksite, employees at that worksite will be notified as soon as practicable so that precautionary steps can be taken.
- C. The Agency shall post a notice of hazardous conditions discovered in worksites as required by applicable laws, rules, and regulations. The notice shall be posted, at or near the location of the hazard and shall remain posted until the cited condition has been corrected. Such notices shall contain a warning and description of the unsafe or unhealthful condition and any required precautions to the full extent required by applicable laws, rules, and regulations. Along with the posting, the Agency shall provide notice to the Union and the Safety Committee.
- D. The Agency shall promptly abate any known unsafe and unhealthful working condition. Toward this end, any equipment, devices, structures, clothing, supplies, tools, or instruments that are found to be unsafe will be removed from service, locked-out, and/or tagged-out or rendered inoperative, as appropriate.
- E. If there is an emergency situation in a worksite, the paramount concern is for the preservation of safety and health. Should it become necessary to evacuate an area, the Agency shall take precautions to guarantee the safety and health of employees. Employees ordinarily will not be readmitted to an evacuated area until it is determined that there is no longer danger to the evacuated personnel.

- F. An abatement plan will be prepared if the abatement of an unsafe or unhealthy working condition will not be possible within thirty (30) calendar days. Such plan shall contain a proposed timetable for the abatement and a summary of steps being taken in the interim to protect employees from being injured as a result of the unsafe or unhealthy working conditions and provided to the Safety Committee and the Union President.
- G. The Safety Committee will be timely notified and consulted regarding the development and implementation of abatement plans and all personnel subject to the hazard shall be advised of interim measures in effect and shall be kept informed of subsequent progress on the abatement plan.
- H. If conditions cannot be immediately corrected, the Agency will make efforts to utilize work at home agreements, or reassignments or other available measures.
- I. No employee shall be allowed to work in an area beyond the visibility of others, without periodic checks being made by the supervisor, other employees, or security personnel. No employee shall be allowed to work in confined or enclosed spaces without either mechanical or natural ventilation without having someone posted outside equipped with necessary protective equipment to affect a safe rescue. See the Appendix of this Agreement for further information on the Working Alone SOP.
- J. Employees who are directed by the Agency to operate a government vehicle over public roads, highways, or interstate throughways shall not be required or be voluntarily permitted to:
 - 1. Physically operate a vehicle without relief, in excess of any period often ten (10) consecutive hours when doing so is a violation of applicable law, rule, or regulation, except as a practical matter to reach a safe stopping point and in emergencies that pose a threat to human life or property; or
 - 2. Operate overweight, over-length, or over-wide vehicles without proper certification, when doing so is a violation of applicable law, rule, or regulation, except in emergencies that pose a threat to human life or property; or
 - 3. Operate overweight, over-length, or over-wide vehicles without prescribed escort vehicles as required by applicable law, rule or regulation when doing so is a violation of applicable law, rule, or regulation, except in emergencies that pose a threat to human life or property.
- K. The Agency shall provide relief or assistance to employees required to lift heavy items, or to operate machinery or equipment requiring exertion beyond safe limits specified in applicable laws, rules, or regulations.
- L. Eye hazard areas, equipment, and occupations will be designated by the Agency. Industrial safety glasses, plain or prescription, will be issued at no

cost if an individual is working in a designated eye hazardous area or operation.

1. Prescriptions will be provided by the employee from his/her own eye doctor. Prescriptions must be less than one year old. The Agency will provide the employee with the prescription safety glasses.
- M. The Agency has the responsibility to provide adequate protections and take measures to reduce the risk and prevent heat-related illnesses and deaths. The Agency will ensure that adequate supplies of potable water are available to employees required to work outside in high heat conditions.
- N. There will be no large scale application of insecticides, carpet glue, HVAC cleaning agents, paint, or other like construction or maintenance chemicals during work hours in enclosed spaces occupied by employees. Whenever insecticides or pesticides are used in large scale, the Union President and employees will be notified as far in advance is practicable.
1. Employees may request a change of duty location during the work process if they reasonably believe that their health or well-being may be affected by the work operations being conducted.
- O. The Parties agree that a smoke-free work environment is essential to the health of all BUE's. Management shall continue to provide smoking areas that are currently designated for this purpose. The Union will be notified of any changes to these designated areas.

Section 5. Imminent Danger Situations

- A. The term "imminent danger" means any conditions or practices in any workplace which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through normal procedures.
- B. An employee may decline his/her assigned task because of reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures.
- C. Employees will report imminently dangerous situations by the most expeditious means available to any supervisor or manager or safety officer who is immediately available.
1. Employees will be shown how to both file written reports (if they choose this option) and request an inspection.
 2. Employees will be told that the Agency will notify the Union of the situation

reported and that the employee is entitled to Union representation and assistance in making his/her reports and requesting an inspection.

- D. The Union will be notified immediately by the Agency of all reports of imminent danger situations so that it may provide representation and assistance to employees making reports and given an opportunity to be present during any inspection. Employees and the Union will be told when the imminent danger situation will be inspected. Inspections of imminent danger situations will occur within the timeframe established by applicable regulations (currently twenty-four (24) hours under 29 CFR 1960.28 (d) (3)).
- E. All Agency determinations and actions on imminent danger reports will be put in writing to the reporting employee and the Union explaining the basis for the findings and actions within the timeframe established by applicable regulations (currently within fifteen (15) days from the date the report was made to the Agency if no inspection is to be done or within fifteen (15) days after the completion of an inspection under 29 CFR 1960.29(d) (4)).
- F. If the conditions cannot be immediately corrected, employees will be assigned work in a safe and healthy area.
- G. If the supervisor or manager believes the condition or corrected condition does pose an immediate danger, the supervisor or manager shall request an inspection by safety specialists. The Union representatives on the Safety Committee shall also be contacted and afforded the opportunity to be present at the time the inspection is made.
- H. When the Agency has determined that the imminent danger has been resolved and employees may return to work, supervisors may verbally instruct employees to return to their work area. This will be promptly followed by the supervisor or other management official sending an e-mail or other written document notifying the employees and Union that the situation is now deemed to be corrected and the area is safe. Employees are advised that failure to follow supervisors' instructions may result in disciplinary action.

Section 6. Environmental Differentials/Hazardous Duties

A. Environmental Differential:

1. In accordance with 5 CFR Part 532, Subpart E, Appendix A, the appropriate environmental differential will be paid to an employee who is exposed to an unusually severe hazard, physical hardship, or a working condition meeting the standards described under the categories stated therein.
2. If at any time an employee and/or the Union believe that differential pay is warranted under 5 CFR Part 532, Subpart E, Appendix A, the matter may be raised at step 3 of the negotiated grievance procedure. (See Article 12 Grievance Procedure)

B. Hazardous Duty Pay:

1. Pay for irregular or intermittent duty involving physical hardship or hazard for General Schedule employees will be paid in accordance with the provisions of Office of Personnel Management regulations (5 CFR, Part 550, Sub-part I).
2. The Parties agree that any physical hardship or hazardous duty must be considered as part of position classification. Upon request, the Agency shall inform the employee or Union whether or not such duties were taken into account in establishing the grade of the position and how the duties affected the grade established including whether, absent those duties, the grade would have been lower.

Section 7. Personal Security

- A. The Parties recognize that personal/property security and protection are mutual responsibilities of the Employer, Union and employee and each has a role in maintaining a safe/secure working environment. The Agency's internal security practices will be focused on protecting employees' safety and the federal government's facilities and property.
- B. The Agency shall provide to all BUEs secure areas in their immediate office areas for storing personal property. Employees are advised that for compelling reasons the Agency may access these locked storage areas. This may include but is not limited to: mission requirements, security requirements, safety needs and facility maintenance requirements.
 1. If a secured locker/drawer is accessed when an employee is not present, the employee will be advised that his/her locker/drawer was opened. Normally, when a secure locker/drawer is accessed there will be two (2) individuals present.
- C. The Agency shall notify all employees of any bomb threat received at or about any facility housing employees as soon as practicable.
- D. Employees who report physically threatening situations will receive appropriate assistance from the Agency.
- E. If the Agency becomes aware that an employee, as a result of the performance of official duties, has been subjected to threats, harassment, or other conduct leading to a reasonable fear on the part of the employee for the safety of the employee, the Agency shall promptly discuss the matter with the employee and take appropriate action.
- F. All telephones in offices will be labeled with appropriate emergency numbers.

Section 8. Workplace Violence

- A. Violence constitutes a health and safety hazard in the workplace. Exposure to violence can result in both physical and emotional harm to employees. Although it is the Employer's obligation to provide a safe and secure working environment, the Agency and Union agree to work together to prevent workplace violence and to minimize the occurrence and effects of violence in the workplace should it occur.
- B. All employees who report harm resulting from an incident of workplace violence shall:
 - 1. have access to immediate first aid and transportation to the nearest medical facility, as appropriate;
 - 2. have access to emotional support, including but not limited to traumatic stress debriefing and counseling under the Employee Assistance Program; and
 - 3. be provided with information on filing a claim for workers' compensation benefits, or the appropriate Human Resources staff member. (See Article 36 Worker's Compensation)

Section 9. Incident Response Plan

- A. Each post of duty for Agency employees shall have access to the Incident Response Plan that establishes procedures for safeguarding lives in the event of fire, earthquake, bomb threat, tornado, flood, hurricane, terrorist attack, biological threat, chemical threat, hostage-taking, nuclear explosions and radiological contamination, or similar natural or man-made emergency. Employees may request specific information on emergency plans from the SSU. See the Appendix of this Agreement for further information on the Incident Response Plan.
- B. The Agency shall hold annual information sessions with all employees to keep them current on the contents of the Incident Response Plan as it pertains to employees. Employees will be advised annually of their responsibilities and reporting areas in case of evacuations.
- C. Worksite evacuation plans will be posted and available on an intranet site.
- D. The Agency shall make reasonable efforts to assure that each worksite has adequate personnel, including volunteer employees, available to administer cardio-pulmonary resuscitation (CPR). The Agency will provide CPR shields and masks for employees administering CPR. Training for CPR certification and/or recertification will be at no cost to employees.
- E. When it is necessary to assist an employee to return home or to a medical facility because of illness or incapacitation, the Agency will arrange for

transportation. If a co-worker volunteers or is required to transport the employee, there will be no charge to leave for the co-worker for the time spent in transit to and from the worksite.

- F. The Agency shall ensure that there is an emergency notification system at the worksite that allows immediate notification of employees of emergency situations.

Section 10. Hazardous Materials

- A. The Agency will maintain a current list of all hazardous materials in each location and will maintain paper copies of current Safety Data Sheets (SDSs) in each workplace where such materials are used or stored.
- B. The Agency will make an assessment for each of the hazardous chemicals and materials used at worksites and determine if a less hazardous chemical could be substituted.
- C. Employees will be given information at least annually on the safe handling and disposal of each hazardous chemical and material used in the worksite. The Agency may include this requirement as part of the employees' performance standards.
- D. An appropriately qualified Agency representative will perform a physical inventory and audit, (at least annually) and report to the Safety Committee on the compliance requirements, training needs of persons handling hazardous chemicals, the types and quantities of hazardous waste generated, disposal requirements, and the Agency's performance in all these areas in the facilities under their jurisdiction.

Section 11. Work Station and Office

- A. The Agency will provide employees who are required to use computers on the job with appropriate chairs, tables, workstations, lighting, keyboards and screens, and access to general office equipment such as printers, copiers, etc.
- B. Employees may request tools for minor modifications to their assigned office equipment.
- C. The Agency will:
 - 1. Provide wrist rests upon employee request.
 - 2. Acquire computer and accessory equipment that is suitable for long term use. Items may include keyboards, worktables and chairs.
 - 3. Provide ergonomic reviews of equipment and furniture for computer

workstations upon employee request.

- D. For more serious and longer term ailments that require changes in the work station, medical recommendation and restrictions can be forwarded to the Agency Reasonable Accommodation Specialists for review and action as necessary.
- E. If an employee is unable to properly operate the new equipment, he/she may request training be provided on how to safely and properly operate the equipment.

Section 12. Indoor Air Quality

- A. Employees are entitled to work in an environment containing safe and healthful indoor air quality. The Agency shall provide safe and healthful indoor air quality by conforming to laws, guidelines, regulations, and/or policies issued by Federal regulatory agencies such as Occupational Safety and Health Administration (OSHA), Environmental Protection Agency, and General Services Administration.
- B. On-site investigations/inspections will be conducted when a problem concerning indoor air quality or building related illness is formally brought to the Agency's attention. These investigations/inspections shall meet the criteria of established Government-wide rule or regulations including OSHA protocols.
- C. The Agency will make reasonable efforts to maintain comfortable indoor work temperatures. Employees who are uncomfortable with those temperatures may suggest and request temporary provisions to assist them in maintaining a comfortable working environment.
- D. This Section refers to unusual or other than day to day occurrences at Agency facilities. The Agency shall eliminate or control all known and potential sources of microbial contaminants by assessments and appropriate response to all areas where water collection and leakage has occurred including floors, walls, roofs, HVAC cooling coils, drain pans, humidifiers containing reservoirs of stagnant water, air washers, fan coil units, and filters. Such responses will normally require prompt cleaning and repair of contaminated areas. The Agency shall also:
 - 1. Clean and disinfect or remove and discard porous organic materials that are contaminated (e.g., damp insulation in ventilation system, moldy ceiling tiles, and mildewed carpets).
 - 2. Clean and disinfect non-porous surfaces where microbial growth has occurred with detergents, microbicides, or other biocides and insure that these cleaners have been removed before air handling units are turned on.

Section 13.

Wellness Program

- A. Employee wellness and the investment in programs to maintain employee health contribute directly to sustained productivity and reduction of lost employee time due to illness. Therefore, the Agency will facilitate and/or encourage programs in such areas as weight reduction, stress reduction and management, nutritional counseling, smoking cessation, prevention of injuries, health screenings, and exercise.

- B. To advance the goal of a healthy workforce, the Parties have established a Work Life Wellness Committee (WLWC). After obtaining required approvals, the WLWC will survey the health and fitness resources currently available to employees. In addition the WLWC will survey employees on their preferences, additional health and fitness offerings and publicize health and fitness resources and events.

ARTICLE 27. TRAINING AND EMPLOYEE DEVELOPMENT

Section 1. General

- A. The Agency and the Union agree that the training and development of employees is of critical importance in carrying out the mission of the Agency. Therefore the Agency will make available to employees the training necessary for the basic performance of the employees' assigned duties. Additional training may occur when it benefits both the employee and the organization.
- B. The procedures the Agency will take in the event of a Reduction in Force, reorganization, or transfer of function are defined in Article 33 Reduction in Force. Employees who are placed in a new position or whose positions are restructured will receive necessary and appropriate training to perform new duties or utilize new technology. The Agency will provide any necessary and appropriate training in a timely manner.
- C. Nothing in this Section is intended to interfere with applicable merit promotion requirements.

Section 2. Reimbursement of Training Costs

- A. The Agency will pay all approved expenses, including tuition and travel, in connection with training required by the Agency to perform the duties of an employee's current position or a position to which an employee has been assigned. The Agency will reimburse employees all approved travel costs and expenses incurred for taking training required by the Agency, consistent with applicable law, rules and regulations.
- B. When an employee requests elective training, the Agency, upon approval of such training, will reimburse authorized expenses for such training, at a facility the Agency has approved, when the following conditions have been met:
 - 1. The training has been applied for on an SF-182 (or appropriate form) and approved in advance;
 - 2. Such training is related to the employee's current position;
 - 3. Existing training programs within the Agency or VS will not adequately meet the training need;
 - 4. Establishing a new training program in-house to meet the need effectively is not feasible;
 - 5. Reasonable inquiry has failed to disclose the availability of a suitable and adequate program elsewhere in the government; and

6. The approval of such training is in the best interest of the employee and the organization.

Section 3. Selection for Training

When there are Agency approved training opportunities that enhance an employee's prospects for a promotion, or professional opportunity, or increases the employees' value to the Agency, selection for the training will be made, first consistent with the needs of the mission, in a fair, equitable and impartial manner.

Section 4. Reassignments and New Assignments

When employees are reassigned to new positions or assigned new duties in connection with their current positions, the Agency will provide the training necessary to enable employees to perform all required duties.

Section 5. Scheduling Training

When training requests are approved by management, employees normally will be granted absences from work or schedule adjustments made to accommodate an employee's training or educational program.

Section 6. Training Information

- A. The Agency shall inform employees about Agency training opportunities, policies, and application procedures. Upon request, the Agency will provide information regarding training opportunities that meet identified educational or career objectives.
- B. The Agency will maintain up to date information about training courses, programs, and seminars conducted or sponsored by the Agency. This information shall be accessible to employees and publicized in such a way as to provide adequate notice to interested employees.

Section 7. Notification

- A. Employees will be notified of approval or disapproval of training requests prior to the starting date of the training. If the employee is not selected the reason for disapproval will be provided upon request.
- B. When an employee's request for training is disapproved solely for lack of funds, the employee may resubmit a request for training as funds become available. The Agency will give consideration to resubmitted requests, but may disapprove due to higher training priorities.

ARTICLE 28. MERIT PROMOTION

Section 1. Purpose

The purpose and intent of this Article is to ensure that merit promotion principles are applied in a consistent manner, with equity to all employees, and without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, disabling condition, age, sexual orientation, genetic information and status as a parent, or any other non-merit-based factor, unless specifically designated by statute as a factor that must be taken into consideration when awarding such benefits, or retaliation for exercising rights with respect to the categories enumerated above, where retaliation rights are available and shall be based solely on job-related criteria.

Section 2. Actions Covered By Competitive Procedures

In accordance with 5 CFR 335.103, competitive procedures will apply to the following types of personnel actions subject to the exceptions explained in Section 3 below:

1. Promotions;
2. Temporary promotions for more than one hundred twenty (120) calendar days;
3. Details over one hundred twenty (120) calendar days to higher graded positions or to positions with known promotion potential;
4. Combinations of actions in 2 and 3 where total service would exceed one hundred twenty (120) calendar days during the previous twelve (12) month period;
5. Selection for training where a training agreement substitutes training for normal qualification or time-in-grade requirements or when the training is part of a promotion program;
6. Reassignment, reinstatement, transfer, or demotion to a position with greater promotion potential than the position last held in the competitive service. Exceptions are actions permitted by reduction-in-force (RIF) regulations;
7. Transfer to a higher-grade position; and
8. Reinstatement to a permanent or temporary position at a higher grade level than previously held in a non-temporary position in the competitive service.

Section 3. Actions not Covered by Competitive Procedures

In accordance with 5 CFR 335.103, competitive procedures will not apply to the following personnel actions which are exceptions to Section 2 above:

1. Career Ladder Promotions

Career ladder promotions are permitted when an employee is appointed or assigned to any grade level below the established full performance level of the position (i.e., the position has a documented career ladder and promotion potential). These promotions may be made non-competitively for any employee who entered the career ladder by:

- a. Competitive procedures;
- b. Competitive appointment from a certificate of eligibles (through OPM or delegated examining authority); or
- c. Non-competitive appointment under special authority; e.g., conversion of a Pathways program intern, appointment of former ACTION volunteers or Peace Corps volunteers, conversion of a Veterans Recruitment Authority appointee and Presidential Management Fellows.

2. Promotion based on reclassification when:

- a. No significant change occurs in the duties or responsibilities of the position and the position is upgraded due to issuance of a new classification standard, or the correction of a classification error; or
- b. The position is upgraded due to accretion of additional duties and responsibilities and the following provisions are met:
 - i. The employee continues to perform the same basic functions;
 - ii. The duties of the former position are absorbed into the new position;
 - iii. The current position must be abolished;
 - iv. The new position has no promotion potential;
 - v. The new position is in the same occupational series as the current position;
 - vi. The new position has the same grade interval as the current position (e.g. one grade interval GS-5/6/7 or two grade interval GS-9/11);
 - vii. The new position is in the same organizational unit as the current position;
 - viii. The additional duties and responsibilities assigned or accrued by the incumbent do not adversely affect or impact other positions in the organizational unit;

- ix. No other employee(s) in the same organizational unit are performing similar duties prior to the addition of the new duties and responsibilities which precipitated a promotion based on accretion of duties;
 - x. Promotion is not from an identical additional position within the same organization;
 - xi. Promotion is not to a vacant, higher level position;
 - xii. The new position is not a reclassification from nonsupervisory to supervisory status;
 - xiii. The new position is not a reclassification from non-leader to leader status; and
 - xiv. The accretion is supported by a written analysis of the position which involves a position review/desk audit including written, face-to-face, and/or telephonic reviews with the employee and/or the employee's supervisor, or other fact gathering method.
3. Permanent promotion to a position held under a temporary promotion when:
- a. The assignment was originally made under competitive procedures;
 - b. It was known to all competitors at the time that the assignment may lead to a permanent position.
4. Temporary Promotion
- a. Temporary promotion of an employee for less than one hundred twenty (120) calendar days;
 - b. Promotion for more than one hundred twenty (120) calendar days to a grade level previously held on a permanent basis, unless the employee was demoted for reasons related to performance or misconduct.
5. Placement as a result of priority consideration when the referral is a remedy for candidates not given proper consideration in a competitive promotion action.
6. RIF placements which result in an employee receiving a position with higher promotion potential.
7. Promotion to a grade previously held on a permanent basis in the competitive service from which the employee was separated or demoted for other than performance or conduct reasons and not at the employee's request.

8. Promotion, reassignment, demotion, transfer, reinstatement, or detail to a position having promotion potential no greater than the potential of a position an employee currently holds or previously held on a permanent basis in the competitive service (or in another merit system with which OPM has an interchange agreement approved under Civil Service Rule 6.7) and did not lose because of performance or conduct reasons.
9. Promotion as a legal remedy as ordered and agreed upon in a legal or administrative proceeding.
10. Details for one hundred twenty (120) calendar days or less to a higher graded position or to a position with known promotion potential.

Section 4. Temporary Promotions

- A. Bargaining unit employees (BUEs) will not be detailed and/or temporarily promoted to higher graded positions or positions with known promotion potential for more than a cumulative total of one hundred twenty (120) calendar days during any twelve (12) month period without the use of competitive procedures.
- B. Temporary promotions for qualified and eligible BUEs will take effect the date specified on the SF 52, usually not later than the 11th workday from the beginning of the temporary promotion assignment. Employees must be doing the full scope and performance of the position and be eligible to meet OPM qualifications for temporary promotions. Short term “acting” positions are not considered for temporary promotions unless the employee is expected to perform the full scope and range of the position for a period of time of greater than ten (10) consecutive working days.
- C. Details to higher grades will not be interrupted for the purpose of avoiding temporary promotions.
- D. Temporary promotions for more than one hundred twenty (120) calendar days will be advertised and competed in accordance with OPM regulations.

Section 5. Priority Consideration

- A. The Agency will exercise priority consideration for eligible employees prior to selection from a competitive certificate. If the priority consideration eligible employee is not selected, the employee will be given, in writing or by e-mail, the reason for non-selection. Copies of the notice will also be provided to the Union and the Human Resources (HR) Office.
- B. Involuntarily Demoted Employees
Employees who are involuntarily demoted in the Agency without personal cause due to the following events are entitled to consideration for repromotion before using competitive procedures:

1. An error in the prior classification of a position;
 2. A change in classification standards without a change in duties and responsibilities;
 3. A change in duties and responsibilities caused by gradual erosion or by management action; or
 4. The application of RIF procedures.
- C. Grade retention entitlement lasts for a period of two (2) years and applies to positions at the employee's former grade or at any intervening grades that are to be filled under competitive procedures. The right to this consideration does not apply to a position with promotion potential higher than that of the position held at the time of the change to the lower grade.
- D. Employees Not Given Proper Consideration
An employee who would have been referred but was not given proper consideration due to a procedural violation or error in a previous competitive placement action must be given priority consideration for the next vacancy that the Agency elects to fill in the same series, grade(s), promotion potential, and location as the one for which consideration was lost. This means that the employee must be referred to the selecting official for consideration before using the competitive procedures. If selected on the basis of priority consideration, the employee is promoted or reassigned noncompetitively. If the employee refuses priority consideration, the employee forfeits his/her entitlement to the priority consideration.

Section 6. Scope of Competition

- A. Area of consideration for the vacancy will be determined by the Agency and will be broad enough to reach a high quality applicant pool while meeting its obligations under the Agency's Outreach and Diversity objectives.
- B. The Agency may consider the use of an area of consideration limited to the local commuting area prior to opening a separate case examination announcement open to all U.S. citizens.

Section 7. Vacancy Announcements

- A. Publication, Amendments and Time Limits
 1. Publication of vacancies will be made through the Government-wide electronic recruitment site, currently www.usajobs.gov. In addition, the local HR staff will continue to provide notification of APHIS vacancies to employees through the e-mail system.

2. Notification of amendments, cancellations, or other changes to the vacancy announcement will be accomplished through the government electronic recruitment site.
3. Announcements for bargaining unit vacancies will be posted for a minimum of fourteen (14) calendar days prior to the closing date.

B. Vacancy announcements will include:

1. Statement of nondiscrimination;
2. Announcement number and posting and closing dates;
3. Title(s), series and grade(s);
4. Number of anticipated vacancies to be filled;
5. Area of consideration;
6. Type of test(s) to be used, if any;
7. Description of promotion potential, if any;
8. When using an automated recruitment system, each factor/question used to determine the basic eligibility and/or best-qualified candidates will be included on each announcement;
9. Geographic and organizational location;
10. If relocation expenses will not be paid;
11. Summary of the duties of the position;
12. Summary of eligibility and qualification requirements;
13. Permanent or temporary nature, and, if temporary, the duration and if the promotion may be made permanent;
14. Name and telephone number of the HR staff member to contact for information relating to the announcement;
15. Special working conditions such as tour of duty, travel requirements, expected overtime, etc.;
16. The different levels at which the position may be filled if it is a multiple-level announcement; and
17. Additional specific information relevant to the evaluation of the candidates, e.g., writing samples, portfolios.

C. Open and Continuous Announcements

1. Open continuous announcements may be used.
2. An employee may file at any time as outlined on the vacancy announcement for open continuous announcements.

Section 8. Employee Applications

A. Filing an Application

Employees will follow the requirements for filing an application as outlined in the vacancy announcement.

B. Electronic Application

The Parties agree to encourage BUEs to take the initiative to become familiar with the current electronic application process/technology identified at the link above and the associated tools available therein. This will help them set up their profiles, apply for vacancies and to become aware of what they can expect once the application process is initiated. Employees may contact the local HR staff for assistance.

C. Absence During Posting Period

1. Employees within the area of consideration, who are absent during the posting period for legitimate reasons, will be considered for vacancies during their absence. Legitimate reasons include such things as:

- a. Approved leave;
- b. Details;
- c. Training courses;
- d. Official business;
- e. Military service;
- f. Compensable injury;
- g. Service in public international organizations;
- h. Intergovernmental Personnel Act assignments; or
- i. Service in state or local governments.

2. Employees who so desire may provide contact information to their supervisor so that they can be contacted during their absence and provide additional information if needed. However, it is the employees' responsibility to be aware of

open vacancy announcements and to meet application requirements for each announcement.

3. Employees who are away from their normal duty station for extended periods of time but are interested in vacancies that may occur are encouraged to:

- a. Check the usajobs@opm.gov site for vacancy information;
 - b. Check the Marketing and Regulatory Programs Human Resources home page at <http://www.aphis.usda.gov/mrpbs/hr/index/shtml>;
 - c. Contact the local HR staff and inquire about any vacancies; and
- D. When an employee applies for more than one announcement, full consideration will be given for each vacancy applied for, regardless of selection to one or more vacancies.

Section 9. Establishing the Best Qualified List

- A. To be eligible for promotion or placement, candidates shall meet the minimum qualification standards prescribed or approved by OPM and selective placement factors identified as essential for successful performance by the closing date of the announcement or from the date of referral from a standing register.
- B. Assessment criteria used to evaluate candidates must be fair, job related, and applied equitably.
- C. Qualified candidates competing for promotion shall be rated to determine their possession of the knowledge, skills, and abilities (KSA's) and/or competencies required to be referred to the selecting official.
- D. Assessment tools shall be based on a job analysis to identify the knowledge, skills, and abilities and/or competencies needed for successful job performance. Competencies will differentiate superior candidates from other employees or applicants.
- E. Determining Best Qualified
Promotion eligible candidates will be evaluated and rated using the assessment tool selected by the hiring official to measure their possession of the KSA's/competencies identified for successful performance. The "best-qualified" candidates will be identified based on the scores received in the evaluation process. The identification of best qualified candidates who will be referred for consideration will be determined based on the most logical (natural) break in the scores. Candidates will be referred in alphabetical order.

Section 10. Selection Procedures

A. Interviewing

When a face-to-face interview is not possible, an electronic interview is acceptable.

B. Selection

1. The selecting official has the right to select or not select any candidates referred. However, the selecting official will give consideration to the candidates' fitness and qualifications, without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex (including pregnancy and gender identity), national origin, non-disqualifying handicapping condition, sexual orientation, genetic information (including family medical history), age, status as a parent, or any other non-merit-based factor, unless specifically designated by statute as a factor that must be taken into consideration when awarding such benefits, or retaliation for exercising rights with respect to the categories enumerated above, where retaliation rights are available. The selection shall be based solely on job-related criteria.
 - a. When requested by the Union, a written rationale of the selection(s) or decision not to fill will be provided. If a rationale is prepared, it will be made a part of the promotion file.
 - b. Requests must be made no later than thirty (30) calendar days from the date of notification of selection/non-selection.

C. Release and Notification of Applicants

1. The HR office will work with program officials to establish mutually agreeable release dates based on mission and program requirements. Normally, a promotion will be effective not more than thirty (30) calendar days from the date of selection. Employees may be required to provide support to the losing work unit for up to thirty (30) calendar days from the date of selection. When local workforce and program conditions permit, an employee will be released no later than two (2) complete pay periods for reassignments, following the selection.
2. When an employee is nearing the end of a waiting period for a within-grade increase, the employee may request the Agency consider a delay in the processing of the promotion action to obtain maximum benefit of the promotion. Actions will not be delayed for more than thirty (30) calendar days.

Section 11. Employee Information

A. Information Regarding a Selection

The selecting official will not discuss the promotion action until after the HR office has reviewed the selection and notified the selecting official that an offer may be made to the selectee(s).

B. Career Ladder

1. Career ladder positions help employees develop to successfully perform higher level duties through training and incremental assignment of more complex work. The responsibilities assigned to the entry levels of career ladder positions will involve more basic skills and knowledge compared to journey-level responsibilities. The responsibilities at each level of the career ladder position will be communicated to employees through the position description or career ladder plan. Career ladder plans (consisting of position descriptions, performance standards, and individual development plans) will be tailored to the complexity of the job duties and will permit employees to learn and assume the fuller range of duties.
2. A career ladder plan will be established for each career ladder position. The career ladder plan will outline the objective criteria for each grade level which an employee must meet in order to be promoted. The employee will also be advised of his/her earliest date of promotion eligibility. If a change in a career ladder position occurs, the employee will be provided with a copy of any revised career ladder plan within thirty (30) calendar days of such revision.

C. Career Ladder Advancement

1. At the time the employee reaches his/her earliest date of promotion eligibility, the Agency will decide whether or not to promote the employee.
 - a. If an employee is rated as successful and is meeting the promotion criteria in the career ladder plan, the Agency will certify the promotion which will be effective at the beginning of the first pay period after the requirements are met.
 - b. If an employee is not meeting the criteria for promotion, the employee will be given a written notice at least thirty (30) calendar days prior to the earliest date of promotion eligibility. The written notice will state what the employee needs to do to meet the promotion plan criteria. Should a career ladder plan require only a three (3) month training period, the above notice shall be a reasonable period prior to the earliest date of promotion eligibility.
 - i. If the employee is making progress, the supervisor will ensure that the employee has the opportunity to acquire pertinent skills and knowledge and to demonstrate that he/she meets promotion requirements as soon as feasible.
 - ii. If the employee is experiencing performance problems the provisions in (C)(1)(b) of this Section are applicable.
 - c. In the event that the employee met the promotion criteria but the appropriate Agency official failed to initiate the promotion timely, the

promotion will be retroactive to the beginning of the first pay period after the pay period in which the requirements were met.

- D. At any time a supervisor and/or employee recognize an employee's need for assistance in meeting the career ladder advancement criteria, the supervisor and employee will develop a plan tailored to assisting the employee in meeting the criteria. The plan should include all applicable training, as well as any other appropriate support. If a non-probationary employee fails to meet the promotion criteria after the appropriate assistance, the Agency may:
- a. Provide the employee with additional time to meet the promotion criteria;
 - b. Assign the employee duties commensurate with his/her current grade (The career ladder plan may end, and the employee will remain at the level he/she attained within the career ladder. The employee may be reinstated back into the career ladder plan non-competitively if the employee remains in the position covered by the career ladder plan.); or
 - c. The employee may be assigned to another position at the same grade and step or the Agency may begin performance based action if warranted.

E. Maximum Opportunity

Employees in career ladder positions will be given a fair and reasonable opportunity to reach the full potential of their assigned career ladders. Upon placing an employee in a career ladder position, the supervisor will discuss the job requirements and expectations for the employee to reach the next higher level. The supervisor will hold these discussions at each level of the employee's progression within the career ladder.

F. Progression Within a Career Ladder

Career ladders are not automatic; an acceptable level of performance must be demonstrated for progression. Employees in career ladders will clearly demonstrate the ability to perform at the next higher grade level before being promoted to the next grade in the career ladder.

G. Timing for Career Ladder Promotions

At the time an employee meets time-in-grade and any other legal promotion requirements, the supervisor will make a decision to promote or not to promote. This decision will be made in a timely manner.

H. Ongoing Feedback

The supervisor will periodically provide feedback to the employee about his/her performance in the career ladder position.

Section 12. Compensation

An employee's level of compensation upon promotion shall be set in accordance with applicable regulations.

Section 13. Promotion Records for Unit Positions

In accordance with 5 CFR 335.103, a file sufficient to allow for reconstruction of the competitive action will be kept for two (2) years, unless there is a grievance or complaint pending on the particular promotion action, in which case the file will be kept pending final decision of the grievance or complaint.

Section 14. Information on Promotion Actions

Upon completion of the selection process, the Union may request the information used by the Agency to make the selections. The Agency will provide the requested information consistent with the requirements of law.

ARTICLE 29. OFFICIAL FILES

Section 1. Official Personnel File (eOPF)

- A. The Employer will maintain in the Official Personnel File (eOPF) of employees only information authorized by law or regulation. OPM regulations determine which documents are contained in the eOPF.
- B. Records within the eOPF shall be purged and information disposed of in accordance with appropriate records control schedules. Temporary records, such as SF52s, get purged. Some records, such as suspension and removals are permanent. Human Resources (HR) files or site personnel files are not considered “official records.”
- C. If an employee believes that information in his/her eOPF is inaccurate or should be removed, he/she may contact HR for assistance in correcting or removing improper documents.

Section 2. Local Personnel Files

- A. Local personnel files will be maintained in a confidential manner and in a secure location.
- B. Local personnel files may be made available only to authorized personnel and to any others entitled to the documents under applicable law including 5 USC 7114 (b) and the Freedom of Information Act, and only for official use in conformity with the Privacy Act.
- C. Upon request, the Employer will provide each employee, or his/her personal representative designated in writing, access to any document contained in the local personnel file for purposes of review and copying. This may occur in the presence of a management representative.
- D. If the Employer denies the request of an employee for a copy of his/her local personnel records, the Employer will provide a written explanation including the legal authority upon which the decision was based.
- E. Supervisors may maintain files on such matters as emergency contact information, time and attendance records, training, award, and promotion histories, and other matters pertinent to the performance of their personnel management responsibilities. In most instances, such files will contain only information that is accessible to the employee through the local personnel files and the eOPF.

Section 3.

Supervisor Personal Notes (Memory Joggers)

- A. Personal notes or memory joggers maintained by a supervisor with regard to his/her work unit or employees are merely extensions of the supervisor's memory.
- B. For perceived offenses by an employee, Management should discuss such matters with the employee. Discussions of this type shall be held in private between the employee and the supervisor. During or following such discussions, the supervisor and/or employee are both encouraged to take and exchange notations or memory joggers of the date and subject matter for their own personal record(s). However, no notation or other information pertaining to such discussions will be included in the employee's personnel file. The note or memory jogger may be, where relevant or timely, relied upon to establish that employee has been made aware of his/her obligations and responsibilities.
- C. Personal notes or memory joggers not brought to the employee's attention or discussed should not be used against him/her until the employee has been made aware of all related notations or memory joggers and been given the opportunity to improve.
- D. Personal notes or memory joggers shall not be transferred to other management officials, unless they are part of an investigation or a pending action.

ARTICLE 30. DUES WITHHOLDING

Section 1. Eligibility for Bargaining Unit Employees (BUEs)

Any BUE may have dues deducted through payroll deductions. Such deductions will be discontinued only when the employee leaves the unit of recognition, ceases to be a member in good standing of AFGE, or submits a timely revocation form under the procedures of this Article.

Section 2. Union Responsibilities for BUEs

- A. The Union agrees to inform the Agency, in writing, of the following:
 - 1. The dues amount(s) or changes in the dues amount(s);
 - 2. The names of the Union officials responsible for certifying each employee's authorization form, the amount of dues to be withheld, and changes in allotments;
 - 3. The name and address of the payee to whom the remittance should be made; and
 - 4. The Union agrees to notify dues paying members of any increases in dues and to advise them of the reasons for the change.
- B. The Union agrees to promptly forward completed and certified form(s) (SF 1187 and 1188) to the appropriate administrative office.

Section 3. Agency Responsibilities for BUEs

- A. It is the responsibility of the Agency to:
 - 1. Process voluntary allotments of dues in accordance with this Article and in amounts certified by the Union;
 - 2. Withhold employee dues on a bi-weekly basis;
 - 3. Transmit remittance to the local allottee designated by the Union in accordance with this Article, as expeditiously as possible at the end of each pay period together with two (2) copies of a listing containing the following information:
 - a. Identification of active employees for whom allotments have been temporarily stopped and identification of those which are a final deduction because of termination or transfer; and

- b. The Agency will process the changes and make them effective no later than three (3) pay periods from notification of the change.

B. Electronic transfer of funds is authorized for the transmittal of Union dues.

C. The Agency agrees to withhold Union dues from a back pay award granted to an employee who was terminated and was on dues withholding at the time of a termination. The amount withheld from the back pay award will be calculated from the date of termination until the employee's date of reinstatement. The employee will be made whole and continue in the status quo bargaining unit and dues paying status he/she was in at the date of termination upon his/her return to duty.

D. The Agency agrees to withhold Union dues from a back pay award to an employee who was on dues withholding at the time of a suspension.

Section 4. Procedures for Withholding for BUEs

BUEs wishing to have their dues withheld by payroll deduction will submit their completed SF-1187 (Request for Payroll Deductions for Labor Organization Dues) to the Union designated officials. These officials will certify the form and include the amount of dues to be withheld. The certified SF-1187 will be forwarded to the appropriate administrative office for processing. The deduction will become effective at the beginning of the first pay period that begins three (3) or more working days after the SF-1187 was submitted to the appropriate administrative office.

Section 5. Cancelling Dues Withholding

A. The Union or the local servicing personnel office will provide an SF-1188 (Cancellation of Payroll Deductions for Labor Organization Dues) to employees upon request. An employee may cancel dues withholding once per year by submitting a timely SF-1188 to the Union.

B. The Union official will determine the anniversary date of the allotment by referring to the original SF-1187. The ending date of the pay period in which the first anniversary date occurs will be entered in Item 7 of the SF-1188.

C. Employees may discontinue dues withholding after the one year statutory requirement for dues withholding has been met.

D. Employees may rejoin the Union by resubmitting a new SF-1187. A new one year statutory period for dues withholding will then be established based on the new sign up date.

Section 6. Continuation of Dues for BUEs

- A. When an employee is detailed or temporarily promoted out of the bargaining unit, Union dues withholding will restart automatically when the employee returns to the bargaining unit.
- B. When an employee is detailed or by other personnel action placed in a bargaining unit position, the employee shall have all the rights of the bargaining unit, including the right of dues withholding.
- C. Any time Agency officials request the appropriate administrative office in writing to discontinue an employee's dues withholdings because the employee has left the unit of recognition (e.g., promotion or reassignment), a copy of such request shall be provided to the Union. Where a dispute arises over whether or not the person has left the unit, the procedures outlined in Section 7 below will be used.

Section 7. Position Determination

- A. When there is a dispute regarding whether a bargaining unit position is covered by a bargaining unit or not, the employee's due's paying status will continue status quo until the issue is resolved.
- B. The Parties will discuss the issue until a decision is reached, either through mutual agreement or the formal clarification of unit petition process.

Section 8. Costs

All payroll deductions and transmittals will be made at no cost to the Union.

ARTICLE 31. OFFICIAL TIME

Section 1. Purpose

- A. The Parties recognize that good communications are vital to positive and constructive relationships between the Union and APHIS Management. This Article provides the process for the allocation and approval of official time and recognizes that the appropriate use of official time benefits both management and labor and will be in accordance with 5 USC 7131.
- B. Official time is duty time during which employees, without loss of pay or charge to leave, serving in their capacity as Union representatives, perform activities such as negotiation of agreements, processing of grievances, presentation for cases in arbitration, and representation of employees at meetings with management. Bargaining unit employees (BUEs) may also be granted official time as listed in Section 3.

Section 2. Official Time

The Union will be provided two (2) hours of official time to designate for use on a daily basis. One hour will be for the Union President or designee (in the absence of the Union President) on a regular, reoccurring basis and the second hour will be for the Union representative (may be Union President) identified by the Union President. The two (2) hours must be approved and scheduled by Management in advance and must be part of the regular tour of duty. This time is on a use or lose basis. Cancellation of the Union President's regular, reoccurring official time by Management will be rescheduled.

Section 3. Representational Matters

Union designated representatives will be granted a reasonable amount of official time as agreed by the Union and Agency for participation in all matters relating to this Agreement, joint labor management relations matters arising under Chapter 71, Labor Management Relations Statute, Title 5 and any other activity for which the Civil Service Reform Act (CSRA) allows employees to use official time, including:

- 1. Meetings with the Agency concerning any personnel policies, practices, or other general conditions of employment or any other matter covered by 5 USC 7114 (Weingarten and formal discussions);
- 2. Preparation and presentation of grievances at related meetings and arbitration hearings, including interviewing and preparing witnesses;

3. Oral and/or written replies to notices of proposed disciplinary, adverse, or unacceptable performance actions;
4. Examinations of BUEs by a representative of the Agency in connection with an investigation (Weingarten);
5. Meetings of committees on which Union representatives have membership;
6. Approved labor management relations training for designated Union representatives;
7. Preparation for and participation in a Federal Labor Relations Authority (FLRA), Federal Mediation and Conciliation Service (FMCS), and Federal Service Impasses Panel (FSIP) investigation, hearing, or other proceeding as a representative of the Union or BUE(s);
8. Preparation for and presentation of Unfair Labor Practice (ULP) charges, including meetings with those charged, in an effort to resolve or prevent the ULP charge;
9. Reviewing and responding to memoranda, letters, notices, requests and other proposals from the Agency which affect personnel policies, practices, or working conditions;
10. Preparing and maintaining records and reports required of the Union by 5 USC 7120(c); and
11. Appropriate lobbying functions such as contacting and meeting with members of Congress and their staffs to discuss legislative and related matters affecting the conditions of employment for employees.

Section 4. Other Representational Matters

Union designated representatives will be granted a reasonable amount of official time for preparation and participation in other matters relating to proceedings as a representative of the Union or BUE including;

1. Official time is normally appropriate in an Equal Employment Opportunity Commission (EEOC), Reasonable Accommodation (RA), Merit Systems Protection Board (MSPB) or Office of Workers' Compensation Programs (OWCP) investigation, hearing, or other proceeding; and
2. Presenting information about the Union during New Employee Orientation of BUEs.

NOTE: If a Union representative is chosen by an employee to be a personal representative handling discrimination claims under EEOC procedures the personal representative is entitled to official time (29 CFR, 1614 605 (b)). Union official time is not permitted in this capacity.

Section 5. Employee Official Time

An employee who is a witness or the subject of an examination in connection with an investigation will receive official time for attendance at the following:

1. Grievance meetings;
2. Arbitration hearings;
3. An adverse action hearing; and
4. Other statutory or regulatory appeal hearings.

Section 6. Representation at Negotiations

BUEs on Union negotiating teams will be granted reasonable official time to represent the Union in substance, impact-and-implementation, and mid-term negotiations during the term of this Agreement.

Section 7. Training

Representatives of the Union will receive official time to attend training sessions sponsored by the Union, subject to prior Agency approval, and designed primarily to advise employees or representatives on matters within the scope of CSRA and Title 5, Chapter 71. On rare occasions official time may be needed and requested of the Agency to train other BUEs (i.e. to instruct them in the understanding, maintenance, and implementation of this Agreement).

Section 8. Performance Evaluation

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

Section 9. Allegations of Abuse

Alleged abuses of official time shall be brought to the attention of the Union President or designee as appropriate.

Section 10. Release Procedures

- A. It is agreed that the Agency and Union will be good stewards of taxpayer resources. With that in mind the following procedures will be utilized when Union officials request official time from their immediate supervisor:

1. giving as much lead time as possible to allow the supervisor to make other arrangements for the Union Officer's Agency-assigned work to be covered and;
 2. providing a general reason for the need, (grievance, representational duties, preparation for hearings, etc.) a probable time period required and anticipated time of return. If the agreed upon time period becomes inadequate, the Union representative will contact the supervisor and request an extension whenever possible. If it is not possible they will report it to the supervisor as soon as possible.
- B. The supervisor will consider the request and make reasonable attempts to allow the Union representative the time required. If abnormal work load precludes the employees release for the requested time then an alternative time period will be negotiated, normally the same day but usually no more than forty eight (48) hours later. The delay of release may necessitate extension of time frames.

ARTICLE 32. CONTRACTING OUT/ OUTSOURCING WORK

Section 1. General

- A. The provisions of this Article concern contracting out of work currently performed by bargaining unit employees (BUEs).
- B. The intent of this Article is not to impede the day to day private sector contracts for work that are currently or likely to be determined to be necessary for limited time periods or for specific work projects, including but not limited to lack of personnel, lack of specialized skills or equipment, etc.

Section 2. Periodic Briefings

If a decision is made to contract out bargaining unit positions, periodic briefings will be held with the Union to provide the Union with information concerning any USDA decisions that may impact BUEs in implementing Office of Management and Budget Circular A-76.

Section 3. Site Visits

The Agency will notify the Union if a site visit is going to be conducted for potential bidders seeking contracts for work performed by BUEs. A Union representative may attend such a site visit. The Union will be free to participate in the process but will not disrupt the site visit.

Section 4. Union Notification

When the Agency determines that unit positions will be contracted out, the Agency will notify the Union to provide them an opportunity to request to negotiate as appropriate.

Section 5. Employee Placement

When permanent employees are adversely affected by a decision to contract out, the Agency will make maximum effort to find available positions for employees. This effort will include:

1. Giving priority consideration for available positions within the Agency;
2. Utilizing (ICTAP, CTAP);
3. Establishing an employment priority list and a placement program; and

4. Paying reasonable costs for training and relocation that contribute to placement in accordance with Agency regulations.

Section 6. Inventory of Contracted Activities

The Agency will notify the Union of bargaining unit positions subject to contracting out. Upon request, a summary copy of cost comparisons will be made available for the Union of completed cost comparisons.

ARTICLE 33. REDUCTIONS IN FORCE

Section 1. Purpose

- A. The Agency and the Union recognize that bargaining unit employees (BUEs) may be seriously and adversely affected by a Reduction in Force (RIF), reorganization, or transfer of function action. The Agency and the Office of Personnel Management (OPM) recognize that attrition, reassignment, furlough, hiring freeze, and VERA/VSIP are among the alternatives to RIFs that may be available. This Article describes the exclusive procedures the Agency will take in the event of a RIF, reorganization, or transfer of function as defined in this Article. It is also intended to protect the interests of employees while allowing the Agency to exercise its rights and duties in carrying out the mission of the Agency.
- B. Recognizing the potential disruptive impact that a RIF may generate; the Parties agree to use RIF after careful consideration, and utilization when possible, of less invasive tools such as those described above.

Section 2. Definition

For the purpose of this Article, the following terms are defined in law and regulations and are included for informational purposes:

1. *RIF*: When the Agency releases a competing employee from his/her competitive level by furlough for more than thirty (30) consecutive calendar days or more than twenty two (22) working days in non-consecutive days in a given one year period, separation, demotion, or reassignment requiring displacement, when the release is required because of lack of work, shortage of funds, insufficient personnel ceiling, reorganization, the exercise of reemployment rights or restoration rights, or reclassification of an employee's position due to erosion of duties when such action will take effect after the Agency has formally announced a RIF in the employee's competitive area and when the RIF will take effect within one hundred eighty (180) calendar days.
2. *Transfer of Function*: The transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function is in the same class of activity as functions already performed in the other competitive area(s), or the movement of the competitive areas in which the function is performed to another commuting area is known as a transfer of function.
3. *Reorganization*: Reorganization is the elimination, addition, or redistribution of functions or duties of an organization or work unit.

4. *Competitive Area:* An area in which employees compete for retention is known as a Competitive Area. A Competitive Area must be defined solely in terms of the Agency's organizational units and geographical location, and it must include all employees within the Competitive Area as defined. Currently, the Agency has determined the Competitive Area definition to be "each program (VS) within a local commuting area."
5. *Competitive Level:* The Parties agree that OPM regulations fully define competitive level. Employees are assigned to competitive levels based on their position of record. Positions in a competitive area that are in the same grade (or occupational level) and classification series, and which are similar enough in duties, qualification requirements, pay schedules, and working conditions that the incumbent of one position can successfully perform the critical elements of any other position in the level upon assignment to it, without loss of productivity or undue interruption is known as competitive level.

Section 3. Applicable Laws and Regulations

For purposes of Title 5 employees, the policy, procedures, and terminology described in this Article are to be interpreted in conformance with 5 USC 3501-3504, 5 CFR Part 351, and other applicable Government-wide laws and regulations. Any changes or revisions to the published procedures will be subject to normal notification and negotiation protocols.

Section 4. Application

The Agency agrees to fairly and equitably apply this Article and any laws or regulations relating to any matter in this Article.

Section 5. Union Notification

- A. Management officials of APHIS/VS at Ames shall be responsible for properly notifying the Union President or designee in conjunction with any of the actions described in this Article.
- B. For actions covered by this Article, the Agency agrees to notify the Union as described below:
 1. Management will notify the Union at the earliest possible date, but no later than ninety (90) calendar days prior to the effective date;
 2. All notices will be given prior to any notice to affected BUEs. Verbal notices will be confirmed in writing; and
 3. A properly constructed notice to the Union under this Section shall consist, at a minimum, of the following information:

- a. The reason for the action;
- b. The approximate number, types, and geographic location of position(s) initially affected; and,
- c. The approximate date of the action.

Section 6. Freezing of Vacancies

The Agency will freeze all relevant vacant positions within APHIS/VS at Ames, IA, sixty (60) calendar days prior to the effective date of a RIF. The Agency may elect to fill vacancies after the conclusion of the RIF actions initiated during the life of the RIF. When the Agency decides to fill a vacant position after the effective date of the RIF, whether previously frozen by virtue of RIF or in the creation of new vacancies, employees who have been demoted through the application of RIF procedures will be offered the vacancy in accordance with the USDA Repromotion Placement Plan, provided the employee is qualified or has been given a waiver of qualifications for the intended position. Employee entitlement to this special consideration shall be determined in accordance with Article 28 Merit Promotion. See the Appendix of this Agreement for more information on the USDA Repromotion Placement Plan.

Section 7. Employee Notification

An individual employee who is adversely affected by actions stated in this Article shall be given a specific notice not less than sixty (60) calendar days prior to the effective date of the action. All such notices shall contain the information required by the OPM regulations in addition to the information required by this Article.

Section 8. Content of Notices

The content of the specific notice shall include the following information:

1. The specific action to be taken;
2. The reason for the action;
3. The effective date of action;
4. The employee's competitive area, competitive level, subgroup and service date, and the three (3) most recent ratings of record received during the last four (4) years;
5. The place where the employee may inspect the regulations and records pertinent to his/her case;

6. Grade and pay retention information (if applicable); and,
7. The employee's grievance or appeal rights.

Section 9. Employee Information

The Agency shall provide complete information needed by employees to fully understand the action and why they are affected. At a minimum, the Agency shall:

1. Inform all employees as fully and as soon as possible of the plans or requirements for actions in accordance with applicable rules and regulations;
2. Inform all employees of the extent of the affected competitive area, the regulations governing such action, and the kinds of assistance provided to affected employees;
3. All regular competitive vacancies the Agency wishes to fill will be advertised on USAJobs.gov or its successor; and
4. Conduct a placement program within the Agency, in accordance with applicable Government-wide rules and regulations. The placement program will include counseling for employees by qualified personnel on opportunities and alternatives available to affected employee.

Section 10. Personnel Files

The Union may review any BUE's eOPF at an employee's request in writing if the employee believes that the information used to place him/her on the register is inaccurate, incomplete, or not in accordance with laws, rules, regulations, and provisions of this Article.

Section 11. Records

- A. The Agency will maintain all lists, records, and information pertaining to actions taken under this Article for at least two (2) years in accordance with applicable rules and regulations.
- B. The Agency will state in writing that to the best of its knowledge the retention register is accurate as of the date it was developed. A copy of the retention register will be made available to the Union at the earliest possible time. In addition, the Union is entitled to see employee-requested Agency records that detail his/her bump and retreat records.

Section 12. Employee Use of Authorized Time and Agency Facilities

- A. Employees who are identified for transfer of function or separation as a result of RIF under this Article shall be entitled to a reasonable amount of duty time, (up to forty (40) hours) for:
1. Preparing, revising and reproducing job resumes and/or job application forms;
 2. Participating in employment interviews;
 3. Using the telephone to locate suitable employment; and,
 4. Reviewing job bulletins, announcement, etc.
- B. Such employees will also be entitled to reasonable use of the following facilities and/or services for the purpose of locating suitable employment: telephone, reproduction equipment, interagency messenger mail, email, and counseling.

Section 13. Performance Appraisals

Except for employees who are re-rated after a period allowed in 5 CFR Part 432, annual performance appraisals for purpose of retention standing will be frozen thirty (30) calendar days prior to the issuance of the notice of action. The three (3) latest annual appraisals of record during the four (4) year period prior to the cut-off date for accepting performance ratings will be used to determine eligibility for additional credit toward an employee's service computation date. To be credited under this Section, an appraisal must have been issued to the employee with all appropriate reviews and signatures and must be on record.

Section 14. Career Transition Assistance Program and Inter-Agency Career Transition Assistance Program

- A. The Agency will notify employees of the services available under its Career Transition Assistance Plan and how to obtain them.
- B. The Agency will notify eligible employees of their selection priority consideration in USDA and other federal agencies under the Agency and Interagency Career Transition Assistance Plans if they apply and are found to be well qualified.

Section 15. Employee Response to Specific Notice

Upon receipt of specific notice notifying the employee that he/she is offered a reassignment or change to lower grade or will be released from his/her competitive level, the employee shall have seven (7) calendar days in which to accept or reject the

offer made. If a position with a higher representative rate or grade (but not higher than the rate or grade of the employee's current position) becomes available on or before the effective date of the RIF, the Agency will make the better offer to the employee. However, making the better offer will not extend the sixty (60) calendar day notice period.

Section 16. Displaced Employees

The Agency shall provide any employee to be separated by RIF or transfer of function with the appropriate contact information regarding unemployment benefits available to him/her.

Section 17. Details

Employees on detail will not be released during a RIF from the position to which they are detailed but, rather, from the affected employee's permanent position of record.

Section 18. Transfer of Function

- A. This Section only applies when a transfer of function is used.
- B. When a transfer of function occurs, the Agency will first solicit qualified volunteers for transfer from among those employees in positions that have been identified for transfer only if no competing employee who is identified under Identification Method One or Identification Method Two will be separated or demoted solely because a volunteer transferred to the gaining competitive area. If there are not enough qualified volunteers from among these affected employees, the Agency will solicit qualified volunteers from the competitive area.
- C. If the total number of employees who volunteer for transfer exceeds the total number of employees required to perform the function in the competitive area that is gaining the function, preference will be given to the volunteers with the highest retention standing. In the event there are not enough volunteers for the transfer, the Agency will identify employees for transfer according to Identification Method One and/or Identification Method Two.

NOTE: Refer to 5 CFR 351.303 for definitions of the "Methods" identified above. See the Appendix of this Agreement for further information.

- D. Whenever possible, affected employees who do not volunteer to be transferred shall be reassigned to vacant positions within the competitive area for which the employee is qualified and which the Agency has determined to fill.
- E. Regardless of an employee's personal preference, an employee has no right to transfer with his/her function unless the alternative in the competitive area losing the function is separation or demotion.

Section 19. Repromotion Rights of Affected Employees

For a period of two (2) years from the date of demotion, affected employees demoted by an action covered by this Article will be re-promoted to vacancies as they occur according to the following criteria and in accordance with the USDA Repromotion Placement Plan:

1. The Agency determines to fill the vacancy;
2. The employee has the requisite skills and abilities for the position without undue interruption; and,
3. Another qualified employee does not have a higher retention standing.

Section 20. Reemployment Priority Rights of Affected Employees

- A. The Agency will inform employees of their right and responsibility to complete a re-employment application. The Agency will provide the employee with a point of contact for personal assistance with the re-employment application.
- B. Career and career-conditional employees, who have received a specific RIF separation notice or a Certificate of Expected Separation and submit a complete Re-employment Priority List (RPL) application to Human Resources, will be entered on the USDA RPL for the commuting area in which they are qualified and available. Agency components must use the RPL in filling vacancies before offering employment to an individual from inside or outside the Agency, unless it meets one of the exceptions in 5 CFR 330.211. Employees may remain on the list for two (2) years from the date of RIF separation unless removed earlier based on the occurrence of one of the events in 5 CFR 330.209.

ARTICLE 34. POSITION CLASSIFICATION

Section 1. General

- A. Each position covered by this Agreement that is established or changed must be accurately described in writing and classified to the proper occupational title, series, bargaining unit status code, and grade.
- B. All position descriptions must clearly and concisely state the major and significant duties, responsibilities, and supervisory relationships of the position.
- C. Employees will be furnished a current, accurate copy of the description of the position of record to which they are assigned at the time of assignment and upon request unless otherwise available. (e.g. eOPF)
- D. Position descriptions will be kept current and accurate, and positions will be classified properly. Management-directed changes to a position description will be incorporated in the position description to assure that the position is correctly classified/graded to the proper title, series, and grade. Incidental changes may be made in the form of pen and ink notations on the position description. The Union will be provided copies of, or access to, updated or current position descriptions.
- E. Employees dissatisfied with the classification of their positions should first discuss the problem with their supervisors. If a supervisor is unable to resolve the issue to the employee's satisfaction, the employee can discuss the matter with the local Human Resources (HR) staff member who will explain the basis for the classification/job grading.
- F. The Union, upon request, will have access to the evaluation report, if available, organizational and functional charts and other pertinent information directly related to the classification of the position. This informal classification review process should be completed in a reasonable period of time. If the employee is unsatisfied with the outcome of the informal review, the employee may ask the supervisor to forward a request for desk audit to the Agency. If/when a desk audit is conducted, the desk audit will normally be completed in ninety (90) calendar days from the date of the employee's request. This time frame may be extended by mutual consent. If the employee still believes there is an inequity, an appeal may be filed with the Agency, Department or Office of Personnel Management (OPM) as appropriate. An employee may file a classification/job grading appeal at any time through appropriate channels whether or not this informal classification review process was followed.
- G. Vacant positions will not be posted until the appointing authority assures that they are authorized, properly described, evaluated, and classified according to series, title, and grade.

- H. No position(s) will be downgraded without a thorough review. For a downgraded position, the employee's pay and grade will be maintained on an incumbent basis in accordance with law and regulations.

Section 2. Classification Standards

- A. The Agency will apply newly issued OPM classification and job grading standards within a reasonable period of time, or as prescribed by OPM. The Union will be provided with copies of new standards. Current standards will be made available. (e.g. OPM website). Management will meet and confer with the Union on procedures pertaining to mandated systematic position classification and special maintenance reviews.
- B. The Agency will make available to the Union copies of any Agency guidance provided by OPM in connection with any classification standards.

Section 3. Classification Appeals

- A. The Agency will make available information to employees and the Union regarding procedures for filing classification appeals through the Agency, Department or OPM channels upon request.
- B. Employees or their Union representatives may submit their classification/job grading appeals through the local HR staff. The HR office will forward the complete appeal to the Agency, Department or OPM as appropriate no later than fifteen (15) calendar days from receipt and will provide the Union with two (2) copies of the employee's appeal request. However, this does not preclude an employee from filing a classification/job grading appeal directly to the Agency, Department or OPM as appropriate.
- C. General Schedule and Federal Wage System employees who file appeals with the Agency, Department, or OPM concerning the title, series and grade, and/or coverage of their position will have their appeal decided within a reasonable period of time from the date the Appeals Office receives a completed application. Classification appeal decisions will be forwarded through APHIS Labor Relations to the Union.

Section 4. Effective Date

The effective date of a personnel action taken as a result of an appeal should be in accordance with the directions provided by the Department, OPM or Agency decision; usually not later than the beginning of the fourth pay period following the date of the decision.

ARTICLE 35. REASONABLE ACCOMODATION

Section 1. General

- A. Reasonable Accommodations (RA) remove workplace barriers that prevent a qualified disabled employee or applicant for employment from enjoying the same rights, benefits, and privileges of non-disabled employees.
- B. Any qualified disabled applicant or employee (as defined by the Americans with Disability Act as amended, to include part-time, full-time and probationary employees) may receive a RA. Family members are not included in this coverage.
- C. RAs do not entitle a qualified individual with a disability to an accommodation of choice, but rather to an effective accommodation.
- D. A RA will not remove an essential function of the employee’s job, nor will a RA lower conduct, performance or production standards of the employee’s job.
- E. The Agency will provide a RA unless it causes undue hardship to the Agency. An undue hardship would significantly disrupt operations or pose a significant financial burden.
- F. The Agency shall maintain the records related to an employee's request for accommodation in accordance with applicable Federal regulations. Agency personnel shall ensure that medical records are kept confidential and maintained in files separate from the individual's official personnel file.

Section 2. Procedures

- A. If the employee elects representation in writing, the representative(s) shall be courtesy copied on all communications and notified for participation in all meetings.
- B. Determining what accommodations are effective shall involve an “interactive process” between the supervisor and his/her employee, the employee’s representative (if designated) and other parties deemed appropriate to resolve issues around accommodation (i.e. Disability Employment Program Manager, RA Specialist, Physician, USDA TARGET Center, etc.).
- C. During the interactive process the supervisor and the employee (and the representative if designated) will identify and consider:
 - 1. The essential functions of the employee’s job;
 - 2. The employee’s functional limitations and needs; and

3. Possible accommodations to address the limitations and needs identified above.
- D. RAs do not excuse an employee from discipline or from having the responsibility to adhere to his/her program policies relating to performance and conduct issues.
- E. If an employee cannot be accommodated in his/her position of record, consideration for voluntary reassignment to another position of equal or lower grade is the accommodation of last resort.
- F. If an applicant for employment needs an accommodation to allow him/her to participate in the application or interview process he/she should inform the Human Resources Specialist listed on the job announcement as quickly as possible.
- G. Management will notify the Union in a timely manner, generally two (2) work days, and prior to any formal meetings/discussions with bargaining unit employees (BUEs). The Union will be provided Official Notice for the purpose of Impact & Implementation bargaining for accommodations that impact BUEs.
- H. Management will provide correspondence to the employee's designated representative pertaining to the interactive process in a timely fashion.

Section 3. Employee Responsibilities

- A. The employee or the employee's representative is responsible for requesting an accommodation.
- B. The employee is encouraged to request a RA before his/her condition has a negative impact on performance or conduct at work.
- C. The request for an accommodation may be made orally or in writing.
- D. The request does not need to specifically use the term "reasonable accommodation".
- E. The employee is not required, nor should he/she disclose medical information to the supervisor. However, employees are required to provide sufficient information and documentation from their medical professional of their limitations, restrictions and/or requirements.
- F. The request may be made to the supervisor, the RA Specialist, the Agency Ergonomics Specialist or other appropriate person.
- G. Provide sufficient information and documentation, such as a description of the accommodation requested, and if possible suggest accommodation(s) that could enable the employee to perform the job or assist the applicant.

- H. When requested, provide to the Agency RA Specialist relevant medical information related to the functional impairment and the requested accommodation.
- I. The employee must participate in the interactive process with his/her supervisor.
- J. The employee must provide a medical release form to the Union representative (if designated) if the employee wishes to discuss his/her medical conditions.
- K. Must notify the supervisor when a supplied accommodation is not working effectively.

Section 4. Supervisor Responsibilities

- A. Upon receipt of a request for RA, promptly engage the employee in the interactive process.
- B. Inform the employee that he/she is not required to disclose any medical condition to the supervisor.
- C. Provide informal assistance to the employee outside of the formal process. If the supervisor chooses to provide informal assistance, he/she will document his/her actions, including, but not limited to the employee's limitations and request, dates of conversations, what assistance was provided, and any other actions taken.
- D. May contact the RA Specialist with the information in the request and ask for assistance in determining the employee's eligibility for possible accommodations.
- E. Work with the employee to identify possible accommodation options, and when adjustments need to be made to selected accommodations.
- F. Provide the appropriate accommodation provided it does not constitute an undue hardship for the Agency.
- G. Contact Labor Relations staff for guidance on notifications and negotiations with the Union.

Section 5. Employee Representative

- A. At the request and written designation of the employee, an employee representative (i.e. family member, friend, health professional, Union representative or other representative) may assist the employee in the interactive process between the supervisor, the employee and the RA Specialist.

- B. If the employee representative designated is an employee covered by the CBA, the representative must abide by all confidentiality requirements that apply to the RA process.
- C. If the representative wants medical information then the representative must obtain a medical release form from the employee if one has not already been provided.

Section 6. Reassignment as Accommodation of Last Resort

- A. The reassignment process will be consistent with MRP Directive 4300.2 Reasonable Accommodations Program, 3/31/2011 or its successor.
- B. Reassignment is considered only if no other accommodations are available to enable the individual to perform the essential functions of his/her job, or if the only available accommodation would cause an undue hardship to the Agency.
- C. Reassignments will be made only to vacant positions and to employees who are qualified for the new position, upon consent of the employee.
- D. The Agency is not required to create a new position for the employee as part of this process.
- E. If an available position is identified for which the employee is qualified, he/she will be reassigned to the position non-competitively, subject to the approval of the selecting official for the reassigned position and the acceptance by the employee.
- F. The search for a reassignment will focus on positions which are equivalent to the employee's current job in terms of pay, status, grade level and other relevant factors. While the employee's interest should be considered, it is the Agency who determines the appropriate position for reassignment among existing vacant and funded positions, or anticipated vacancies for which the employee is qualified.
- G. RA may be made to a vacant position outside of the employee's commuting area if the employee is willing to relocate. As with other transfers not required by Management, the Agency will not pay for the relocation costs.
- H. If no positions are available for which the employee is qualified, or the employee chooses not to accept a reassignment, the employee may be separated from federal service for a medical inability to perform his/her job.

Section 7. When Employee Can Not be Accommodated or Reassigned

The employee may contact the Human Resources Benefits Section and/or the RA Specialist for information on a medical disability retirement, if it appears that he/she is no longer able to perform efficient and useful service and that his/her medical condition will continue for more than one year.

Section 8. Avenues for Redress of Denials

If an employee or applicant is denied a RA, he/she has the following options:

2. Request for Reconsideration.
Upon receipt of the denial from Management, the employee or applicant has seven (7) calendar days to request reconsideration. After receiving a request for reconsideration, Management has seven (7) calendar days to render a decision and notify the requestor, in writing. If the employee requests reconsideration of his/her denial, and it is denied again, the employee may proceed to the below options.
3. Alternative Dispute Resolution (ADR).
The employee or applicant is encouraged to participate in informal resolution processes available to address the RA outcome.
4. Negotiated Grievance Procedure.
Employees covered by collective bargaining agreements should consult their collective bargaining agreements for applicability of the negotiated grievance process for RA denials.
5. EEO Complaint.
To file an EEO complaint, applicants for employment or employees must contact an EEO counselor within forty-five (45) calendar days of notice of the denial, pursuant to 29 C.F.R. Part 1614. Contact the local Civil Rights Office for further information.

ARTICLE 36. WORKERS' COMPENSATION

Section 1. General

- A. The Office of Workers' Compensation Program (OWCP) is administered by the U.S. Department of Labor (DOL).
- B. Employees should consult with local Human Resources for guidance or referral to: Emergency Management; Safety and Security Division; or the National Program Office for Workers' Compensation on applicable laws, DOL regulations, and precedents if issues arise that are not covered herein. Employees may also seek assistance from the Union.
- C. Only OWCP/DOL, not the Agency, decides if an employee has a compensable injury and what benefits he/she is entitled to under the Federal Employees Compensation Act. OWCP will notify the employee in writing when a claim has been received and OWCP has assigned a claim number.
- D. Continuation of Pay (COP) is allowed for up to forty five (45) calendar days, beginning the first day after the initial traumatic injury provided the employee submits medical documentation for the periods of disability or medical appointments. This note must be received by the supervisor within ten (10) calendar days of the request for COP for the purpose of Time & Attendance. Employees can use COP intermittently during the forty five (45) calendar day period for medical appointments. They will be charged a full day for COP as COP cannot be broken down into hours.
- E. If an employee has already used paid leave for a work related traumatic injury, the employee may have it converted to COP for up to one year after the date the claim is accepted by DOL. Only a maximum of forty five (45) days may be converted to COP.
- F. Pending the approval of the compensation claim, an employee with a job-related traumatic injury/illness or occupational disease may elect to be placed on sick or annual leave instead of leave without pay.
- G. Employees approved for workers' compensation have the option of filing a claim with DOL to request buying back sick or annual leave used to cover a period of disability resulting from the accepted injury and having it reinstated to the employee's account.

Section 2. Local Procedures for Filing Claims for Workers' Compensation Benefits

For additional information on local procedures for filing workers' compensation claims see the Nurse's Quick Reference Chart in the Appendix of this Agreement.

Section 3. Workers' Compensation Information

- A. The Agency will post the required workers' compensation information on Agency controlled bulletin boards. The contact information for the Agency's Workers' Compensation Program Specialist is also posted on the APHIS Intranet.

- B. Additional resources available to employees include:
 - 1. CA-10, What a Federal Employee Should Do When Injured at Work;
 - 2. CA-11 When Injured at Work: Information Guide for Federal Employees; and
 - 3. Publication CA-550 Questions and Answers about the Federal Employees' Compensation Act.

ARTICLE 37. EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Policy

Management and the Union affirm their commitment to the policy of providing equal employment opportunities (EEO) to all employees and to prohibit discrimination in employment based on race, color, sex (including sexual harassment, pregnancy and transgender), national origin, religion, age (forty years of age and over), disability (including failure to accommodate), reprisal for protected activity, genetic information, marital status, political affiliation, membership in an employee organization, parental status, military service, or other non-merit factor, and any other groups covered by law enforced by the Equal Employment Opportunity Commission (EEOC).

Section 2. Employee/Representation Rights

- A. Any employee who wishes to engage in protected activity will be free from coercion, interference, and reprisal, and will be entitled to expeditious processing of the complaint or appeal within the time limits prescribed by law, rule and regulation.
- B. An employee has the right to select a representative of his/her choosing at any stage of the statutory complaint or appeal process as appropriate.
- C. The employee has the right to present the statutory complaint or appeal without representation.
 - 1. If the employee elects to pursue the complaint under the negotiated grievance procedure of this Agreement and he/she elects to process the grievance without representation, the Union will have the right to be present at any formal meeting between Management and the employee concerning the grievance.
- D. The employee may designate, in writing, his/her representative of choice.

Section 3. Complaint Resolution

- A. If at any stage of the complaint process under a statutory procedure, Management decides to make changes to resolve the complaint with respect to personnel policies and practices or matters affecting the general working conditions of bargaining unit employees, the Union will be afforded reasonable notification and ample opportunity to negotiate the matter prior to implementation of such changes.
- B. Following adjudication under a statutory procedure, the decision will generally affect the complainant alone. However, when a formal discussion is held by Management with the complainant and/or the complainant's representative for

the purpose of implementing a decision which impacts employees in the bargaining unit, the Union will be afforded reasonable notification of the meeting and be given an opportunity to be represented at the meeting.

- C. The provisions of this Agreement do not serve to prevent implementation of statutory EEO decisions by the Merit Systems Protection Board, the EEOC or the Federal courts.

Section 4. Opportunity to Review, Comment and Bargain

- A. The Union recognizes Management is responsible for the development of EEO Plans, or its equivalent, at the appropriate level.
- B. Where the development and implementation of Management's EEO plans and programs involve changes in personnel policies, practices or working conditions, Management will fulfill its bargaining obligations with the Union.

Section 5. Local EEO Contacts

- A. Local Human Resources serve as a resource for EEO contacts.
- B. Management agrees to post the contact information for the EEO office on local bulletin boards. Additionally this information may also be found on the Union Share Point site. Employees may obtain information about how to file a complaint and who to contact for counseling from the Union.

ARTICLE 38. LABOR MANAGEMENT PARTNERSHIP COUNCIL

Section 1. Purpose

The purpose of this Article is to define the individuals and activities of the APHIS VS Labor-Management Council.

Section 2. Members

- A. The Labor-Management Council for APHIS consists of Union officials, bargaining unit employees (BUEs), Stewards and management officials.
- B. Union representatives on the Council are APHIS employees, and consist of AFGE Officers, Stewards, or members. The total number of Union representatives attending the Labor-Management Council meetings is three (3).
- C. Management members of the Council consist of the APHIS Center Director's or their designees.
- D. Agenda items will be identified and submitted by the Parties well in advance and sent to the designated attendees.
- E. Union representatives are in an official duty status during the Labor-Management Council meetings.
- F. The Labor-Management Council will meet at mutually agreed upon times, at least once quarterly on-site.

Section 3. Council Members

- A. The Labor-Management Council meets to discuss BUE concerns, share budget and position information, make joint decisions to benefit both Parties, and to establish Labor-Management Forums in order to discuss initiatives and potential changes before a decision is made.
- B. Management will provide:
 - 1. an updated list quarterly of the BUEs to the Union prior to or during the Labor-Management Council meeting; and
 - 2. information on expected changes by way of charts, dialogue, or further explanation of any reorganization plans so the Union can provide pre-decisional input, ask questions and seek clarification on any proposed working condition changes.
- C. Emergency meetings to resolve labor issues /concerns may be called by either Party as needed.

D. All previous MOUs or other agreements regarding the Labor-Management Council and its predecessors are superseded by this Agreement.

ARTICLE 39.

MID TERM BARGAINING

Section 1. Purpose

- A. This Article shall be administered in accordance with 5 USC Chapter 71 and this Agreement. The purpose of this Article is to prescribe the criteria and procedures by which the Parties shall engage in negotiations during the term of this Agreement.
- B. Matters appropriate for mid-term bargaining shall include those issues within the scope of bargaining, as proposed by either Party, which are either newly formulated or substantive changes to established personnel policies and practices during the term of this Agreement, which affect the working conditions of bargaining unit employees (BUEs).

Section 2. Procedures for Negotiating During the Term of the Agreement

- A. Either Party may propose changes in conditions of employment during the life of this Agreement which is not already covered specifically by this Agreement. The initiating Party will provide the other Party with reasonable advance written notice, not less than ten (10) working days prior to the proposed implementation date, of any change affecting conditions of employment. The notice will, at a minimum, contain the following information:
 - 1. A detailed description of the change;
 - 2. An explanation of the initiating Party's plans for implementing the change, and a description of why the change is necessary, (if known); and
 - 3. The proposed implementation date.
- B. The receiving Party will review the proposal and may respond to the initiating Party in the following ways:
 - 1. If the receiving Party wishes additional information or an explanation of the proposal, that Party may, within five (5) working days of receipt of the notice, make a written request for a briefing (informal discussion) by the initiating Party, and/or for additional information, in order to clarify or determine the impact of the proposed change; or
 - 2. If the receiving Party wishes to negotiate over any aspect of the proposed change, it shall notify the other Party by submitting a demand to bargain within ten (10) working days of receipt of the notice. Proposals will follow within five (5) working days after the demand to bargain is submitted. If the initiating Party is unable to meet within the prescribed time frames, the timelines can be extended.

3. Upon request by the receiving Party, the Parties will meet (the preferred meeting will be face-to-face but teleconference or other technologies may be utilized by negotiators outside of Ames, IA); and negotiate in good faith through appropriate representatives for the purpose of collective bargaining as required by law and this Agreement. Following this request to negotiate, the Parties will schedule a meeting to begin negotiations as soon as possible, normally no later than ten (10) working days from the receipt of the receiving Party's proposal. Implementation shall be postponed to allow for the completion of bargaining, up to and including negotiability disputes and/or impasse proceedings, except as required by law.
4. An emergency is an unforeseen combination of circumstances or the resulting state that calls for immediate action. In the case of an emergency, Management will notify the Union prior to meeting with employees, and will meet their bargaining obligation. The Union understands that, under rare and extraordinary circumstances, delayed notification and post implementation bargaining may be necessary.

Section 3. Ground Rules for Mid-Term Bargaining

The following ground rules apply to all mid-term bargaining entered into as a result of changes initiated by either Party and any corresponding obligation to bargain over such changes under 5 USC Chapter 71. These ground rules are intended to supplement the procedure set forth in this Agreement, and may only be changed by mutual consent.

1. Briefing Sessions.
Either Party may request a briefing session to explore or explain the change and its impact on BUEs. This session may be scheduled in advance of the start of actual negotiations, or as a part of the time allotted for bargaining.
2. Arrangements.
Negotiations will be held in a suitable meeting room provided by the Agency at a mutually agreed upon site. The Agency will furnish the Union negotiating team with a caucus room, such as a conference room or other private meeting space which is in close proximity to the negotiation room.
3. The starting date and the schedule for negotiations will be established by the Chief Negotiators.
4. During negotiations, the Chief Negotiator for each Party will signify agreement on each section by initialing the agreed-upon section. The Chief Negotiator for each Party will retain his/her copies and will initial the other Party's copy. This will not preclude the Parties from reconsidering or revising any agreed-upon section by mutual consent.

5. It is agreed that either Party may request a caucus, and may leave the negotiation room to caucus at a suitable site provided by the Agency. There is no limit on the number of caucuses which may be held, but each Party will make every effort to restrict the number and length of caucuses.
6. The Agreement shall not be completed and finalized until all proposals have been disposed of by mutual consent. Negotiation disputes, including questions of negotiability and resolution of impasses, will be processed in a manner consistent with 5 USC Chapter 71 and implementing regulations. This will not serve as a bar to the Parties concluding by mutual consent a general agreement on those items which have been or remain to be negotiated.
7. Each Party shall be represented at the negotiations at all times by one duly authorized Chief Negotiator/Chief Spokesperson who is prepared and authorized to reach agreement on all matters subject to negotiations and to sign off on agreements for their respective Party.
8. Negotiating Team Membership
 - a. A maximum "pool" of six (6) negotiating team members will be identified and each Party will notify the other of the names of their team members, their organizational entities, phone numbers and e-mail addresses two (2) weeks prior to the first negotiation session.
 - b. No more than four (4) members per side will be in any negotiation session.
 - c. Only three (3) of the four (4) members may be active participants. The fourth will serve in a silent, alternate/observer role.
 - d. The Agency will provide official time to APHIS bargaining unit Union officials equal to the number of APHIS paid Management representatives in attendance at each session. Prior to each session, the Agency shall identify their representatives that will be in attendance as Agency negotiators. The Union will adjust its numbers of its negotiating team members on official time, not to exceed the number of Agency negotiators on "work time" prior to the start of any session. This will not prevent either side from having a full team at the session, it simply identifies how many team members will be on Agency paid time and official time.
9. Alternates may substitute for negotiation team members. Such alternates will be entrusted with the right to speak for and to bind the members for whom they substitute.
10. If any proposal is claimed to be non-negotiable by either Party and subsequently determined to be negotiable, or the declaring Party withdraws its allegations of non-negotiability, the proposal will, upon request, be reopened within a reasonable period of time. Such request must be made within ten (10) working days from when the proposal is declared to be negotiable or the claim that the proposal is nonnegotiable is withdrawn. Nothing in this section will preclude the right of judicial appeal.

11. This procedure does not preclude the Parties from revising any proposals to overcome questions of scope of bargaining or duty to bargain during the period of negotiations. Prior to proceeding to the Federal Mediation Conciliation Service or Federal Services Impasses Panel (FSIP), the Parties will exchange Last Best and Final Offers.
12. All timeframes in these ground rules may be modified by mutual consent.
13. Should negotiations end with issues at impasse and the Parties seek intervention from the FSIP, and if such intervention requires travel expenses to be incurred each Party will identify two (2) representatives to present their case before the Panel. The Agency will pay travel expenses of one of the Union representatives provided that the employee is a bargaining unit member and that the employee uses the required electronic travel processing system.
14. No official transcript or electronic recordings will be made during the negotiations; however, each Party may designate a note taker from its team to keep notes and records during the sessions.
15. Observers shall be permitted in negotiating sessions only by the mutual consent of the Parties.
16. Subject matter experts shall be permitted when requested by either Party. When necessary, arrangements will be made to have experts participate on duty time.
17. Agreements reached between the Parties will be in writing and submitted for Agency Head review. If no conflict with law, rule or regulation is found upon Agency Head review of the Agreement, the Branch Chief, Labor Relations or designee, will notify the Union and the Agreement will take effect upon notification.

ARTICLE 40. DURATION OF AGREEMENT

Section 1. Effective Date

This Agreement will be implemented and become effective when it is signed by the Parties, ratified and has been approved by Agency Head review or on the 31st calendar day after Agency Head review has been requested if no decision has been rendered. The effective date of this Agreement is: August 30, 2016.

Section 2. Duration of Agreement

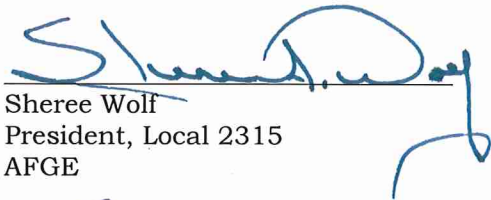
- A. This Agreement shall remain in full force and effect for a period of three (3) years after its effective date. It shall be automatically renewed for one year periods unless either Party gives the other Party notice of its intention to renegotiate this Agreement no less than sixty (60) calendar days and no more than one hundred twenty (120) calendar days prior to its expiration date.
- B. Requests by a Party to renegotiate the Agreement must be accompanied by an all-inclusive list of articles to be negotiated and a minimum of five proposals, or fewer if the number of articles is less than five, setting forth the proposed language changes. The Parties may mutually agree to add to the list of articles to be negotiated.
- C. The responding Party will have sixty (60) calendar days from the date of receipt of proposals from the moving Party, to submit counter proposals. Negotiations normally will begin no later than thirty (30) calendar days after these conditions have been met.
- D. If renegotiation of an Agreement is in progress but not completed upon the terminal date of this Agreement, this Agreement will be automatically extended until a new agreement is effective. This Agreement shall not be enforceable at any time if it is determined that the Union is no longer certified as the exclusive representative.

Section 3. Reopener


- A. Any request by the Employer or the Union to negotiate during the term to add to, amend, or modify this Agreement may be conducted only by mutual consent of the Parties. If mutual consent is reached, such notice to renegotiate must be accompanied by a complete set of revised proposals for the article(s) the Party wishes to renegotiate.
- B. The responding Party will have thirty (30) calendar days from the date of receipt of proposals from the moving Party, to submit counter proposals. The Parties will meet for the purpose of negotiating the amendments or modifications normally within thirty (30) calendar days after these conditions have been met. The Parties agree to establish written ground rules for the negotiation process.

IN WITNESS WHEREOF, the undersigned adopt this Collective Bargaining Agreement on this 7th day of June 2016.


**For American Federation of
Government Employees
Local 2315**




Sheree Wolf
President, Local 2315
AFGE




Rebecca Miller
Vice President Local 2315
AFGE



Richard DeWald
Secretary/Treasurer Local 2315
AFGE




Bob Owens
Materials Handler Local 2315
AFGE




Lonnie Brackett
National Representative, 8th District
AFGE


**For Science, Technology
and Analysis Services (STAS)-
National Veterinary Services
Laboratories (NVSL) and
Center for Veterinary
Biologics (CVB)**




Elizabeth Lautner
Associate Deputy Administrator
STAS



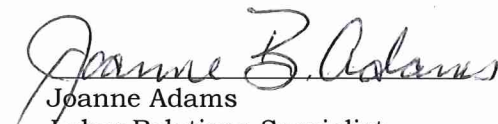
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