

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**QUALITY ASSESSMENT DIVISION
LIVESTOCK & POULTRY PROGRAM
AGRICULTURAL MARKETING SERVICE
U.S. DEPARTMENT OF AGRICULTURE**

AND

**THE NATIONAL MEAT GRADERS' COUNCIL 200
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
AFL-CIO**



EFFECTIVE: April 28, 2022

Table of Contents

<u>Article 1</u>	<u>General Provisions</u>	Page 5
Section 1.1	Parties to the Agreement	Page 5
Section 1.2	Bargaining Unit Coverage	Page 5
Section 1.3	Authority	Page 5
Section 1.4	Purpose of this Agreement.....	Page 5
Section 1.5	Laws, Regulations, and Policies.....	Page 5
Section 1.6	Management Rights	Page 6
Section 1.7	Employee Rights.....	Page 6
Section 1.8	Seniority	Page 6
Section 1.9	Status of the Agreement.....	Page 6
Section 1.10	Past Practice.....	Page 6
Section 1.11	Distribution of Agreement	Page 6
Section 1.12	Duration of Agreement	Page 7
<u>Article 2</u>	<u>Negotiations</u>	Page 7
Section 2.1	Reopener	Page 7
Section 2.2	Mid-Term Bargaining... ..	Page 8
Section 2.3	Post Implementation Bargaining.....	Page 8
Section 2.4	Ground Rules for Mid-Term and Successor Agreements	Page 8
<u>Article 3</u>	<u>Labor-Management Consultation</u>	Page 9
Section 3.1	Definition	Page 9
Section 3.2	Labor Management and Consultation Meeting at the Division Level... ..	Page 9
<u>Article 4</u>	<u>Union Representation</u>	Page 10
Section 4.1	Investigative Examinations.....	Page 10
Section 4.2	Requesting Representation.....	Page 10
Section 4.3	Notice to the Union	Page 11
Section 4.4	Official Time for Representation Activities	Page 11
Section 4.5	Time and Travel Expenses.....	Page 12
Section 4.6	Use of Official Facilities	Page 12
<u>Article 5</u>	<u>Hours of Work</u>	Page 13
Section 5.1	Workweek.....	Page 13
Section 5.2	Overtime	Page 13
Section 5.3	Weekend Overtime Relief.....	Page 14
Section 5.4	Preparation for Duty Time	Page 14
Section 5.5	Break Periods	Page 14
Section 5.6	Rotation Schedule	Page 15
Section 5.7	Temporary Duty	Page 15
Section 5.8	Annual Leave	Page 17
Section 5.9	Official Time.....	Page 17
Section 5.10	Leave Because of Unusual Circumstances	Page 17

<u>Article 6</u>	<u>Working Conditions</u>	Page 18
Section 6.1	General.....	Page 18
Section 6.2	Equipment.....	Page 18
Section 6.3	Uniforms and Footwear.....	Page 18
Section 6.4	Rental Vehicles.....	Page 18
Section 6.5	Parking Spaces.....	Page 18
Section 6.6	Office Space.....	Page 18
Section 6.7	Locker Space.....	Page 18
Section 6.8	Dues Deductions.....	Page 19
Section 6.9	Local Mileage.....	Page 19
Section 6.10	Communications.....	Page 19
Section 6.11	Information Technology.....	Page 19
Section 6.12	Use of POV.....	Page 19
Section 6.13	Telework.....	Page 19
Section 6.14	Training.....	Page 19
<u>Article 7</u>	<u>Duties and Performance</u>	Page 19
Section 7.1	Work Performance.....	Page 19
Section 7.2	Position Description.....	Page 20
Section 7.3	Classification Appeal.....	Page 20
Section 7.4	Within Grade Increases.....	Page 20
Section 7.5	Progressive Promotions.....	Page 20
Section 7.6	Temporary Promotions.....	Page 20
Section 7.7	Employee Awards and Recognition.....	Page 20
<u>Article 8</u>	<u>Grievances</u>	Page 21
Section 8.1	Purpose.....	Page 21
Section 8.2	Coverage.....	Page 21
Section 8.3	Dual Coverage.....	Page 21
Section 8.4	Exclusions.....	Page 22
Section 8.5	Grievance Representation.....	Page 22
Section 8.6	Grievance Procedures.....	Page 23
Section 8.7	Grievances Filed by the Employer.....	Page 25
Section 8.8	Other Provisions.....	Page 26
<u>Article 9</u>	<u>Disciplinary, Adverse, and Performance-Based Actions</u>	Page 26
Section 9.1	Disciplinary Actions.....	Page 26
Section 9.2	Adverse Actions.....	Page 27
Section 9.3	Performance-Based Action Procedures.....	Page 28
<u>Article 10</u>	<u>Reassignments</u>	Page 28
Section 10.1	Reassignments.....	Page 28
Section 10.2	Internal Position Postings/ Voluntary Lateral Transfers.....	Page 28
Section 10.3	Involuntary or Directed Reassignments.....	Page 29
Section 10.4	Reestablishment of Positions.....	Page 29

<u>Article 11</u>	<u>Reduction-In-Force</u>	Page 30
Section 11.1	Purpose.....	Page 30
Section 11.2	Notice to Union.....	Page 30
Section 11.3	Negotiations	Page 31
Section 11.4	Competitive Area and Level	Page 31
Section 11.5	Mitigation of Impacts.....	Page 31
Section 11.6	Records	Page 31
Section 11.7	Training.....	Page 31
<u>Article 12</u>	<u>Unfair Labor Practice</u>	Page 32
Section 12.1	Unfair Labor Practice.....	Page 32
<u>Article 13</u>	<u>Additional Employee Rights, Information and Benefits</u>	Page 32
Section 13.1	Employee Assistance	Page 32
Section 13.2	Equal Employment Opportunity (EEO).....	Page 33
Section 13.3	Workers' Compensation	Page 33
Section 13.4	Safety and Health Program	Page 34

ARTICLE 1

GENERAL PROVISIONS

- 1.1 **Parties to the Agreement:** The Parties to this Agreement are the Quality Assessment Division (QAD), Livestock & Poultry Program (L&P), Agricultural Marketing Service (AMS), U.S. Department of Agriculture (USDA), hereinafter referred to as the “Employer” and the National Meat Graders Council 200, American Federation of Government Employees (AFGE), AFL-CIO, hereinafter referred to as the “Union.”
- 1.2 **Bargaining Unit Coverage:** This Agreement is applicable to all permanent, full-time Agricultural Commodity Graders (Meat) (GS-1980 5/7/9) assigned to the QAD hereinafter referred to as the “Employee(s).”
- 1.3 **Authority:** This Agreement is entered into under the authority of 5 U.S.C. Chapter 71. This Agreement will be approved according to the regulations of the USDA. The Union was certified as the exclusive representative of the bargaining unit by the Department of Labor on August 18, 1970.
- 1.4 **Purpose of this Agreement:** This Agreement sets forth the respective roles and responsibilities of the Parties and states the policies, procedures, and methods that provide the working relationships between the Parties.
- 1.5 **Laws, Regulations, and Policies:** In the administration of all matters covered by this Agreement, officials and Employees are governed by:
 - a) Existing or future laws; and
 - b) Government-wide rules or regulations in effect upon the effective date of this Agreement; and
 - c) Government-wide rules or regulations issued after the effective date of this Agreement not in conflict with this Agreement; and
 - d) Government-wide rules or regulations issued after the effective date of this Agreement when in conflict with this Agreement but only to the extent the conflicting rule or regulation implements 5 U.S.C. 2302; and
 - e) USDA or AMS rules, regulations, and directives not in conflict with this Agreement.
 - f) Subsequently published policies, rules, and regulations which are not in conflict with this Agreement, which are required by law, or which are authorized by the terms of a controlling agreement at a higher Agency level. The effect of such changes as they affect the personnel policies and conditions of employment of Employees in the unit shall be negotiated, if appropriate, and if requested by the Union.

- 1.6 **Management Rights:** The Employer shall retain all management rights as provided for in 5 U.S.C. 7106.
- 1.7 **Employee Rights:** The Employee shall retain all Employee rights as provided for in 5 U.S.C. 7102.
- a) An Employee is entitled to be represented by a Union representative during any examination of an Employee 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 is entitled to be represented at any formal discussion between any Employer representative(s) and any Employee(s) or their representatives concerning any grievance, personnel policy or practices, or other working conditions.
 - c) Upon request, the Employee and/or representative may review his/her work performance files or other records at a time mutually agreeable.
 - d) Upon completion of the review, the Employee or representative may submit any concerns in writing; the Employer will respond to a written request within 20 working days.
- 1.8 **Seniority:** Bargaining Unit Employees' seniority will be established as their total time in meat grading. Any issues (excluding RIF procedures) which include seniority will use this as the method for determining seniority. (See Section 8 QAD Employee Seniority List of QAD Procedure 1310 Leave Procedure or successor.)
- 1.9 **Status of Agreement:** This Agreement shall, on its effective date, be the sole Agreement between the Parties. All prior Memorandums of Understandings (MOUs), Letters of Understandings (LOUs), Letters of Intent (LOI), and Supplemental Agreements are replaced by this Agreement from the effective date of approval by the Agency Head review.
- 1.10 **Past Practice:** All past practices end with the execution of this Agreement. The Parties agree that a past practice is any legal behavior or practice consistently exercised over an extended period of time with the knowledge and express or implied consent of responsible management within the QAD. Once established as a past practice, a behavior or practice cannot be changed without first notifying the appropriate Union official.
- 1.11 **Distribution of Agreement:** Copies of this Agreement will be posted on the QAD intranet, furnished to all Bargaining Unit Employees by email, and a bound copy be sent to each duty station.

1.12 **Duration of Agreement:**

- a) This Agreement will remain in effect for four (4) years from the date of approval by the Agency-Head review (effective date).
- b) This Agreement will automatically renew for one year thereafter unless either Party serves the other Party with a written notice for the purpose of renegotiating the Agreement, not more than 105 days and no less than 60 days prior to the expiration date.
- c) If neither Party serves timely notice to renegotiate this Agreement, the Agreement will automatically be renewed in increments of one (1) year on its approval date thereafter.

ARTICLE 2

NEGOTIATIONS

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.

2.1 **Reopener:**

- a) Certain provisions and/or Articles of the Agreement may be reopened when there is:
 - 1) a change in federal statutes or Government-wide rules or regulations; or
 - 2) by mutual agreement of the Parties.
- b) Should a provision of this Agreement be nullified or otherwise affected by appropriate authority (i.e., by federal statute or Government-wide rules or regulations implementing 5 U.S.C. 2302) after the effective date of this Agreement, either Party may reopen the specifically affected sections and all other provisions directly affected by those sections.
- c) Should any other change in Government-wide rules and regulations affect any provision(s) of this Collective Bargaining Agreement, the affected provision(s) may be reopened by mutual agreement of the Parties.
- d) This Agreement may be opened for amendment upon the written request of either Party if any of the Sections herein are nullified by changes in law, order, rulings, judicial decisions, or third-party decisions. Only the Sections nullified

by the appropriate order, law, or decision will be reopened. Requests for such amendment(s) should include:

- 1) Summary of the amendment(s) proposed; and
- 2) A reference to the appropriate order, law or decision necessitating the amendment(s) requested.

2.2 **Mid-Term Bargaining:** 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 changes to established personnel policies, and practices during the term of this Agreement, which affect the working conditions of Employees.

- a) Either Party may propose changes in conditions of employment during the life of the Agreement which are not already covered specifically by the Agreement. The receiving Party will have up to ten (10) working days to respond to the written notice of the proposed change. The notice will at a minimum, contain the following information:
 - 1) The nature and scope of the proposed change;
 - 2) A description of the change;
 - 3) Explanation of the initiating Party's plans for implementing this change; and
 - 4) Explanation of why the proposed change is necessary.
- b) If the receiving Party wishes additional information or an explanation of the proposal, the Party may, within ten (10) working days of receipt of the notice, make a written request for a briefing by the initiating Party, and/or for additional information, in writing, in order to clarify or determine the impact of the proposed change.

2.3 **Post Implementation Bargaining:** When bargaining occurs after implementation of a change in work conditions due to an emergency.

- a) An emergency is an unforeseen circumstance(s) that calls for immediate action. In the case of an emergency, the Employer will notify the Union prior to meeting with Employees to meet their bargaining obligation.
- b) The Union understands that under rare and extraordinary circumstances, delayed notification and post implementation bargaining may be necessary.

2.4 **Ground Rules for Mid – Term and Successor Agreements:**

- a) Arrangements for negotiations will be mutually agreed upon in ground rule discussions.

- b) Both Parties agree to meet in a timely manner to negotiate the ground rules and the Agreement.
- c) If contract negotiations are not completed within the prescribed time, this Agreement will be automatically extended until a new agreement is effective.

ARTICLE 3

LABOR-MANAGEMENT CONSULTATION

- 3.1 **Definition:** For purposes of this Article, “consultation” will mean a verbal discussion or written communication between representatives of labor and management to exchange views on matters of concern to the bargaining unit and the Employer. Nothing in this Article will be construed as a waiver of, or a limitation on, the Union’s bargaining rights.
- 3.2 **Labor Management and Consultation Meetings at the Division Level:**
 - a) If mutually agreed to by both Parties, Labor Management Meetings at the division level will normally be held quarterly. One meeting shall be face-to-face or held virtually. The additional meetings may be telephonic, face-to-face, or by other electronic methods.
 - b) The Parties agree to provide topics and questions for discussion ten (10) working days prior to meetings.
 - c) During any meetings, the Union and the Employer will be permitted to have an equal number of participants present, up to four (4) representatives each. A necessary and reasonable amount of official time will be granted to the Union representatives to prepare for consultation meetings. The duration of the face-to-face meetings will be mutually agreed upon.
 - d) Reasonable and necessary travel time and expenses for Union officials or their designee and affected Employees fulfilling obligations in accordance with this Agreement, shall be paid by the Employer in accordance with the current Federal Travel Regulations (FTRs), Departmental Regulations and any Agency regulations that have been implemented in accordance with statutory regulations.

ARTICLE 4

UNION REPRESENTATION

4.1 **Investigative Examinations:** The Parties recognize the Employer's right to conduct investigative examinations concerning Employee misconduct and the Employee's right to request representation during such interviews. This is also called Weingarten rights.

The Union shall be given the opportunity to be represented at any examination (i.e., questioning, formal discussion, investigative examination, etc.) of an Employee by a representative of the Agency in connection with an investigation. If the Employee reasonably believes that the questioning may result in disciplinary action against the Employee, the Employee may request Union representation, thereby triggering the Weingarten rights. The Agency will annually inform Employees, Supervisors and managers of this right.

- a) The right to be represented does not extend to informal discussions between the Employee and an Employer concerning a personal problem, counseling, performance reviews or work assignments.
- b) When an investigative examination/interview is conducted by the Employer, the Employer will inform the Employee and the Union (National Council President or designee) of the general nature of the investigation.
- c) The Employee can make a request for Union representation at any time before or during the interview.
- d) After the Employee makes the request, the Employer must choose from among three (3) options:
 - 1) Grant the request;
 - 2) Discontinue the interview; or
 - 3) Offer the Employee the choice between continuing the interview without representation or having no interview.
- e) The Union may designate its own representatives and will notify the Employer once a representative is provided. The representative designated by the Union will be given as much advance notice as practical by the Employer. This advance notice will be given unless management is prevented from doing so due to an emergency.

4.2 **Requesting Representation:**

- a) When an Employee or Employees request representation, local management shall contact the Grading Services Branch (GSB) Chief or his/her designee.

- b) The GSB Chief or designee shall contact the National Council President.
- c) The National Council President shall notify the GSB Chief of the designated Union representative. Such representation shall be in person if the Employer is on-site, by telephone, or by other electronic means if the Employer is not on-site.

4.3 **Notice to the Union:**

- a) When it is anticipated that a change in working conditions affecting Bargaining Unit Employees is necessary, the National Council Officers or designee will be notified in advance (e.g., in writing, e-mail, or orally and then confirmed in writing).
- b) The Union shall have ten (10) working days in which to submit negotiable proposals related to impact and implementation or appropriate arrangements. Additional time may be granted if needed upon request.
- c) In situations involving a meeting with a large group of Employees (such as a meeting with the Branch, Division or Duty Station), except in emergency situations, the Union shall receive at least four (4) workdays notice of the meeting.

4.4 **Official Time for Representation Activities:** Union representatives and affected Employees (i.e. Employees who are witnesses or subjects of examination in connection with an investigation) shall be granted official time in any amount the Agency and the exclusive representative involved agree to be reasonable, necessary, and in the public interest (excluding time for negotiations) in accordance with the following:

- a) Union Officers shall be granted official time to prepare for appropriate representational duties (e.g., ULP's, grievances, responses to disciplinary proposals, adverse actions, etc.)
- b) When the Union is given adequate notice by the Employer of the time and location of the representational functions, the Union will, to the best of its ability, provide the most cost-effective qualified representation. The Parties agree to utilize technology (telephone and/or video conference) whenever possible.
- c) When the Employer has a formal discussion with a Bargaining Unit Employee, the Employer will normally give adequate notice to the Union and the Union will be given the same opportunity to participate as the Employer (i.e. teleconference, video conferences, face-to-face).
- d) Union representatives shall be granted official time to serve in a representational capacity (e.g., Weingarten meetings, formal discussions, presenting grievances, etc.) When the Union is given adequate notice by the Employer of the time and location of the representational functions, the Union will to the best of its ability, provide the most cost-effective qualified representation.
- e) Affected Employees will be granted official time to prepare for cases (e.g., grievances, arbitrations, responses to proposals for disciplinary actions, adverse

actions, and performance-based actions).

- f) Authorization for the official time, date, and location must be obtained in advance from the local Supervisor and the GSB Chief. The Employer may approve requests for additional time where a legitimate need is demonstrated.
- g) All official time shall be coded under the appropriate official time code on the Employee's time and attendance documents.
- h) When official (representational) time is requested, the Employer agrees to take into consideration the need for privacy and office space along with the time needed to accomplish these responsibilities.
- i) When investigators that are employed outside the QAD require Employee investigative interviews, the interviews, to the extent possible, will not be conducted at the Employee's work location.

4.5 **Travel Time and Expenses:**

- a) The Parties agree to utilize technology (telephone and/or video conferences, etc.) whenever possible when fulfilling obligations in accordance with this Agreement.
- b) Official travel time and expenses for Union officials or their designee and affected Employees fulfilling obligations in accordance with this Agreement, shall be paid by the Employer in accordance with the current Federal Travel Regulations (FTRs), Departmental Regulations and any Agency regulations that have been implemented in accordance with statutory regulations.
- c) Official time and travel expenses for current Bargaining Unit Employees serving as Union officials for negotiations and partnership meetings will be provided by the Employer in accordance with Article 3.2 of this Agreement.

4.6 **Use of Official Facilities:**

- a) The Union agrees that the use of Government office space, bulletin boards, equipment, and services, including computers, printers, scanners, and air cards, is limited to official business, contacting appropriate management counterparts, and representational functions. The Union agrees that Government provided facilities, equipment and services cannot be used for internal Union business.
- b) Official List of Names: Once a year, at the request of the Union, the Employer will furnish to the National Council a list of the names, position titles, grades, and organization units of all Employees in the bargaining unit.
- c) Within 15 calendar days of any change in Union leadership, at the Local or National level, the National Council will provide a list of Council Members and Local President(s).

ARTICLE 5

HOURS OF WORK

5.1 **Workweek:**

- a) The Employer will establish basic workweeks that normally consist of five (5), eight (8) hour days. Exceptions may occur when there is a significant increase to costs, or the Employer is unable to efficiently accomplish the mission.
- b) If a workweek of other than eight (8) hours per day would meet this criterion, the Employer will, prior to the establishment of such a tour for any Employee or assignment, carefully consider whether any economies or increased efficiencies to be realized might be outweighed by the potential disruption of the affected employee(s). In the event that the Union believes that an assigned tour of duty, or the procedures by which tours are assigned, is inconsistent with law, Government-wide regulation, or the terms of this Agreement, it may be adjudicated through the grievance procedure.
- c) The Employer recognizes its obligation to notify the Union prior to the establishment of any Alternative Work Schedules.
- d) The hours of each workday will be assigned as far in advance as possible. In non-emergency situations usually no later than noon two (2) calendar days before. (i.e. if the work is to be performed on a Saturday the notification shall be given no later than noon on Thursday.)
 - 1) The Parties agree that close of business is defined as the time the Employee is scheduled to end his/her scheduled eight (8) hour tour of duty.
 - 2) Supervisors should schedule a minimum off-duty period of ten (10) hours between daily tours. Exceptions may be made on a case-by-case basis when prevented by abnormal or unforeseen circumstances (i.e. unscheduled sick leave, emergency leave, emergency customer needs) or on a voluntary basis by the Employee.

5.2 **Overtime:** The Employee regularly assigned to service an applicant requiring overtime will have the primary responsibility of performing the necessary service during the week and on weekends. The Employer agrees to provide the employee with as much advance notice of overtime assignments as possible. In non-emergency situations usually no later than two (2) calendar days prior, except when prevented by abnormal or unforeseen circumstances.

- a) Other overtime assignments will be distributed as equitably as possible among all qualified employees in the locality. When there are no volunteers to cover the assignment, the Employer will usually assign the overtime to the Employee with the least amount of overtime.

5.3 **Weekend Overtime Relief:**

- a) The Employer may change Employee overtime assignments for reasons of compelling need such as annual leave, medical reasons, personal hardship, stress, and fatigue.
- b) Employees may be relieved from weekend overtime assignments six (6) times per year for any reason in areas where cost effective relief is available. The Employee must give the Employer (Supervisor and Regional office) two (2) weeks written notification by email, text, or voicemail. Text or voicemail must be followed up by an email as soon as practicable. When multiple requests are made for the same time(s) at the same duty station, the Employee submitting the first request shall receive first consideration for the relief.

5.4 **Preparation for Duty Time:**

- a) Employees will be provided sufficient time to prepare for the work assignment at the beginning of the workday. The preparation time shall include the normal time in each plant required to prepare for duty in the Employee's office (i.e. gathering the issued equipment and items necessary for the particular assignment which may include hand tools, a helmet, cooler coat, frock, gloves, hairnet/beard net, work boots, hearing protection) and the time to walk to the work station.
- b) Once starting times are established, the Employer will publish in each facility's Quality Plan and weekly assignment schedule.

5.5 **Break Periods:** Employees must take one (1) 30-minute meal period and may be permitted to take one (1) rest break per eight (8) hour shift. In plants with shifts longer than eight (8) hours, Employees are permitted to take a second rest break.

- a) In those operations which stop to permit their Employees to take a break, the Employee will take his/her break at the same time, including meal periods. The Employer may establish break and meal periods other than the plant break and meal periods on a case-by-case basis.
- b) Employees needing to take a personal break at times other than the established break period must take steps to secure the operation.
- c) Employees will be provided one (1) uninterrupted unpaid 30-minute meal period during each eight (8) hour shift. All Employees scheduled to work five (5) or more hours in a shift must take a meal period. The meal period should begin no sooner than two (2) hours after reporting for duty and end no later than six (6) hours after the report time. When this cannot be followed, the meal period should be taken when practical.
- d) In plants where multiple Employees work the same shift, ensure the Employees at least 15 minutes of non-cooler time each time the Employee is not on the grading

chain. This is so Employees can complete their administrative duties and any required monitoring checks.

5.6 **Rotation Schedule:**

- a) The Employer will make shift specific individual duty assignments in duty stations where there are multiple positions after considering the required duties of each assignment and make an effort to distribute the workload equitably. To minimize fatigue and provide maximum training and experience, the Supervisor shall rotate duties (e.g., weekly, daily, hourly) when plant operations and Employee qualifications and experience permit. In doing so, the Supervisor may consider the assigned Employees' suggestions in determining the most effective and efficient rotational pattern.
- b) The Supervisor will normally provide a written rotation schedule for assigned individuals, covering a four (4) week period to each Employee at least one (1) week prior to the beginning of the four (4) week period. This rotation schedule may also contain a tentative list of Employees who may be assigned to Temporary Duty (TDY) during the four (4) week period. The Parties agree that the rotation schedule is subject to change at the discretion of the Employer. Employees involved in a change will be notified as soon as possible.
- c) Employees who are working in the same plant and operation that has multiple shifts may volunteer to trade shifts with other employees with the Employer's approval.
- d) The Management official of the GSB shall consult with the National Council President or designee regarding assignments for Employees, whose medical conditions temporarily preclude them from performing their regular assignments, requiring an exception to the rotation of assignments as stated above.

5.7 **Temporary Duty:** Temporary Duty (TDY) Assignments are those assignments outside an Employee's Official Duty Station (ODS) where the Employee would reasonably be expected to remain overnight and incur lodging and per diem expenses.

- a) Union officers who attend Labor Management meetings, Union training, or perform representational functions while on TDY for three (3) or more consecutive nights in a two (2) week period, shall be considered to have taken their turn in the relief rotation schedule.
- b) Each TDY assignment will be limited to no more than two (2) weeks at any one time unless the Employee agrees to accept more, or a plant closing dictates a longer detail assignment. An Employee will be considered to have taken a turn in a TDY assignment rotation when away from their ODS Station for three (3) or more consecutive nights in a two (2) week period and there are no other TDY assignments within the two (2) week period.

- c) When extended TDY assignments result from events such as plant closings or work reduction situations, the Employee may return to his/her ODS during non-working days of the TDY assignments once every two (2) weeks.
- d) Except in emergencies, employees scheduled for TDY assignments will receive as much advance notice of the impending assignment as possible.
- e) When an Employee is needed for a TDY assignment, the Employer will assign a qualified Employee from the duty location, on an equitable, rotating basis. When all qualified Employees in the same duty station have equitably rotated TDY assignments, the process shall begin again.
 - 1) The order of work unit TDY roster may be determined locally and use a variety of methods (alphabetical, seniority, random, etc.).
 - 2) All newly hired employees will be added to the TDY roster upon successful completion of their training period. Regardless of the method used to determine the roster, the new employee will be added to the bottom of the roster in such a manner that will allow a full rotation through the roster occurring prior to the new employee's turn on TDY. If more than one (1) Employee is hired on the same date, then the Employees will be added to the bottom of the roster in alphabetical order by last name.
- 3) All Employees that transfer into a work unit through the voluntary lateral transfer procedure will be added to the TDY roster using the method determined locally.
- f) If approved by the Employer, Employees may request to skip one (1) turn per calendar year, for any reason, from his/her scheduled turn on a TDY assignment by requesting the skip in writing to their immediate Supervisor and Regional Office, at least seven (7) but not more than fifteen (15) working days prior to the beginning Sunday of the requested skip period. The skip is limited to two (2) consecutive workweeks. The replacement Employee for the Employee approved for a skip will be the next employee in the rotation. The Employee approved for a skip will be considered to have used his/her skip only if a TDY assignment was performed by a replacement Employee.
 - 1) For each six (6) TDY assignments performed during the previous calendar year, Employees shall be entitled to one (1) additional skip, subject to the conditions and procedures outlined above.
 - 2) In the event of multiple requests for skips during the same period, the qualified Employee who submitted the first request will have preference for the skip.
- g) Subject to the approval of the Supervisor and the agreement of the involved Employees, an Employee may volunteer to perform the TDY relief assignment for another Employee. The Employee originally scheduled shall be considered to have

taken his/her turn in the rotation schedule. The volunteering Employee is still subject to his/her normal turn in the rotation schedule.

5.8 **Annual Leave:** Annual leave procedures will be in accordance with the QAD Procedure 1310, seniority, and successor documents. The Employer will grant annual leave in accordance with the wishes of the Employee if the workload permits. The ultimate decision on granting annual leave rests with the Employer based on service needs of the customer.

- a) If service requests permit, upon written request, Union representatives may be granted annual leave to attend the biannual Meat Graders' Council meeting. Such leave must be requested at least ten (10) working days in advance and shall be canceled only after all possible cost-effective alternative means of providing service have been explored. The GSB Chief will explain to the involved Union officials the reasons for canceling the annual leave.
- b) Employees may request annual leave for one (1) day at a time, limited to five (5) times per calendar year and no more than two (2) requests in any pay period. These requests should be submitted a minimum of two (2) weeks in advance.
- c) Requests made under the two (2) week advance notice period may be permitted if the Employee finds a qualified relief Employee and is approved by management.

5.9 **Official Time:**

- a) A collective total of 160 hours of official time may be granted to Union officials affiliated with the National Meat Graders' Council 200 during each calendar year for the purpose of attending training sessions sponsored by the Union in accordance with the following:
 - 1) Written requests for official time and approval from the approving Union official must be submitted at least 30 calendar days prior to the training to the Employer. All requests will be considered dependent upon the service needs of the Employer on a case-by-case basis.
 - 2) The determination of which Union officials will be sent for training is at the discretion of the National Council.

5.10 **Leave Because of Unusual Circumstances:** Due to hazardous weather, unusual plant conditions or for other reasons, a Supervisor may grant the appropriate type of leave not to exceed eight (8) hours/day on a case-by-case basis. The Employee must make an attempt to contact his/her Supervisor prior to the start of their shift and follow-up with written confirmation as soon as practical.

ARTICLE 6

WORKING CONDITIONS

- 6.1 **General:** The Union and the Employer will make every effort to assure safe and healthful working conditions in accordance with QAD instructions. Employees have the primary responsibility to know and observe safety rules and practices as a measure of protection for themselves and others. Any Employee, who believes that an unsafe or unhealthful working condition exists, shall promptly report it to a Supervisor. If the condition is serious and likely to cause physical harm or death and the operation cannot be conducted in a location or manner that would eliminate the hazard or the hazard is not promptly corrected, the Employee will cease work and immediately contact a Supervisor (refer to QAD 1701 Procedure Safety and Health Program or successor documents).
- 6.2 **Equipment:** The Employer agrees to make available all equipment, supplies, and instruments necessary for the Employees to perform their duties. Request by Employees who need alternative equipment will be considered on a case-by-case basis. The Employer will post a list of available supplies on the QAD intranet.
- 6.3 **Uniforms and Footwear:** The Union and Employer agree to conduct the Uniform and Footwear program in accordance with Agency Directives. (Refer to QAD 1490 Procedure Uniform and Footwear Allowance or successor document.)
- 6.4 **Rental Vehicles:** When a vehicle is rented on behalf of the Government from a commercial vendor, the Employer will reimburse the Employee for only those costs relating to official use of that vehicle in accordance with Government-wide regulations. If the Employee elects to use the rental vehicle for personal use, he/she must do so in accordance with official government travel regulations.
- 6.5 **Parking Spaces:** Supervisors will request applicants to reserve adequately lighted parking spaces near the plant for Employees on official business to facilitate carrying equipment and to prevent adverse effects of inclement weather on the Employee. The Employer will provide rear-view mirror USDA parking placards for any vehicle used by Employees in the performance of official duties.
- 6.6 **Office Space:** The Parties agree that sufficient office space and safe operational office furniture will be provided for Employees at the assigned duty facility. On a case-by-case basis, the Employer will arrange for an alternative to in-plant office space in those customer facilities where office space cannot be provided. Requests for privacy screens and partitions will be approved as needed on a case-by-case basis.
- 6.7 **Locker Space:** The Parties agree that suitable locker space for QAD equipment and the Employee's personal belongings will be provided by the applicant.

- 6.8 **Dues Deductions:** Members of the bargaining unit are authorized to affect voluntary allotments for the payment of dues to locals affiliated with the Council.
- 6.9 **Local Mileage:** The Employer agrees to provide a means for Employees entitled to mileage and local travel reimbursement to submit, with appropriate frequency, form OF-1164 or successor document for expenses. Forms will be submitted in accordance with Government-wide rules or regulations and procedure QAD 409 or successor documents.
- 6.10 **Communications:** The Parties agree that the information pertaining to QAD will be distributed by email and/or posted on the QAD intranet to enhance communications with all Employees.
- 6.11 **Information Technology:** The Parties agree that as electronic information technologies are brought on-line and appropriate notification is provided by the QAD, information that includes, but is not limited to: available positions, the Collective Bargaining Agreement, position descriptions, work schedules, procedures, and specifications may be posted on the QAD intranet and/or transmitted to Employees electronically. The information posted on the QAD intranet and/or transmitted electronically will serve as official notification to Employees and, as appropriate, Employees will be responsible for knowing and applying the information.
- 6.12 **Use of POV:** Employees will not be required to use privately owned vehicles (POV's) for official business, nor shall they suffer any loss of pay, reprisal or adverse action on account of refusal to use a POV for official business.
- 6.13 **Telework:** When an Employee has a telework agreement and when the Employer approves telework, Employees will be able to use telework to complete other duties such as AgLearn, Data entry, time, and attendance, etc.
- 6.14 **Training:** Employees will not be rated on new equipment and technology changes until they are provided with training. The Union will be consulted on the training in advance.

ARTICLE 7

DUTIES AND PERFORMANCE

- 7.1 **Work Performance:** The Parties agree that the work performance of the Employees will be evaluated in accordance with QAD Procedures. The Employee's rating will be completed and emailed to the Employee no later than ten (10) working days after the rating period (monthly, quarterly, etc.) When the Employer determines that work performance is less than satisfactory, the Supervisor will discuss his/her observations with the Employee and provide a copy of the "Employee Progress Review Report" (Form QAD 814A or successor). In the event that the discussion cannot occur in person, and the review would result in an unsatisfactory rating, the Supervisor will attempt to discuss the observed performance with the Employee by telephone and transmit (via e-mail) a QAD

814A as soon as possible. Prior to initiating a personnel action based on unsatisfactory performance, the Employer will initiate a Demonstration Opportunity (DO) in accordance with Department and Agency regulations. (Refer to DR 4040-430 Employee Performance and Awards, Human Resources Desk Guide 4430 Performance Management or successor.)

- 7.2 **Position Description:** The Employer agrees to provide each Bargaining Unit Employee with a current copy of his/her position description. The current position description is available on the QAD intranet. Full-time Employees will not be responsible for the level of performance of intermittent or part-time Employees.
- 7.3 **Classification Appeal:** An Employee who believes his/her position description is improperly classified may request a classification review by the appropriate servicing office. If the classification review results in the position remaining at the same grade and the Employee is dissatisfied with the decision, the Employee may appeal the classification to the appropriate USDA servicing office or the Office of Personnel Management (OPM). If the Employee appeals to the Department and is dissatisfied with the decision, the Employee may appeal to the OPM.
- 7.4 **Within Grade Increases:** The Employee will be granted a within grade increase in accordance with Agency and Department regulations if the performance rating of record is “fully successful”. If a within grade increase is denied, the Employee will be notified in writing of the right to request reconsideration from the appropriate servicing office. The Employee has the right to representation and may respond orally and/or in writing to the denial. If the denial is sustained upon reconsideration, the Employee will be notified in writing of the right to appeal to the Merit Systems Protection Board.
- 7.5 **Progressive Promotions:** Career ladder promotions from GS-5 to GS-7 and GS-7 to GS-9 will be effective when the Employee has completed one (1) year of service at the lower grade and is performing at the “Fully Successful” level.
- 7.6 **Temporary Promotions:** The Employer agrees to initiate a temporary promotion if a GS-9 Employee is to be used in a higher level position for a period of not less than 30, or not more than 120 days provided he/she meets the minimum qualification standards prescribed by the Office of Personnel Management for the higher-grade position. The selection for this temporary promotion will be made by the Employer on an informal merit basis.
- 7.7 **Employee Awards and Recognition:** Employees may be eligible for awards and other forms of recognition under Department, Agency, and Division programs (L&P, AMS, USDA, etc.). Awards are granted on the basis of merit and within applicable budget limitations, to individuals or groups. Such awards will be granted in a fair, consistent, and objective manner without discrimination. These awards include, but are not limited to, Monetary and Non-Monetary Awards, Quality Step Increases, Keepsake Awards, Time-Off Awards, etc.

ARTICLE 8

GRIEVANCES

8.1 **Purpose:** This Article provides a mutually acceptable method for orderly, prompt, and equitable settlement of grievances. The Parties agree that every effort will be made to settle grievances at the lowest possible level. A grievance may be filed by an Employee, a group of Employees, the Union, or the Employer. This shall be the sole and exclusive procedure available to Employees within the Bargaining Unit and to the Parties to this Agreement for the resolution of a grievance(s) except as otherwise provided herein. An Employee has the right to Union representation at any stage of the grievance procedure. 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.

8.2 **Coverage:** A grievance means any complaint relating to:

- a) Any matter involving the interpretation, application, or violation of this Agreement;
- b) Matters involving the personnel policies, past practices, procedures, and conditions of employment;
- c) Any claimed violation, misinterpretation, or misapplication of any Government-wide, Agency, or Departmental rule or regulation affecting conditions of employment; or
- d) Personnel actions affecting individuals, including, but not limited to disciplinary, adverse, or performance-based actions.

8.3 **Dual Coverage:**

- a) Claims of discrimination may be reviewed under this grievance procedure or under USDA EEO complaint procedures, but not both.
- b) Actions for which there is a statutory right of appeal to the Merit Systems Protection Board (MSPB) (i.e. adverse action, furloughs, removals, reductions in grade or pay, suspensions for more than 14 days, performance-based removals or demotions) may be reviewed under this grievance procedure or appealed to the MSPB, but not both.
- c) Employee shall be deemed to have exercised his/her option under the provisions of this Section at such time as the Employee timely files either a grievance in writing under this procedure or a notice of appeal under the applicable appellate procedure, whichever filing occurs first.

8.4 **Exclusions:** This grievance procedure does not apply to:

- a) Any claimed violation of Subchapter III of Chapter 73 of Title 5, U.S.C. relating to prohibited political activities;
- b) Retirement, life insurance, or health insurance;
- c) A suspension or removal under Section 7352 of Title 5, U.S.C. (related to national security);
- d) Any examination, certification, or appointment;
- e) The classification of any position which does not result in the reduction in grade or pay of an Employee;
- f) Within grade increase denials (which are subject to separate reconsideration and appeal procedures);
- g) Pay claims (which are subject to review by the Office of Personnel Management); and
- h) Separation, demotion, or furlough for more than 30 days under reduction-in- force (RIF) procedures (which are appealable to the MSPB).

8.5 **Grievance Representation**

- a) Upon filing a grievance, an Employee may elect to self-represent or be represented by a Union representative. Anyone whom the Union has designated is the representative of the Union.
- 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 three (3) working days of the filing date. The Employer 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) When the grievant elects Union representation, meetings, and communications in regard to the grievance and any attempts at resolution shall be made through the designated Union representative.
- d) When the grievant and the representative are on the same shift, under normal circumstances all steps in the grievance process will be scheduled during that shift, unless the Parties mutually agree otherwise.
- e) In situations where the grievant(s) and representatives are on different shifts and/or duty stations, the Parties will make every reasonable effort to schedule all steps in the grievance process to common work times of the grievant(s) and

representative unless the Parties mutually agree otherwise.

8.6 **Grievance Procedures:**

Step 1: Informal--Oral

- a) The grievance shall first be taken up orally by the concerned Employee(s) and/or the Union representative at the lowest level of supervision with authority to resolve the matter. This must be done within 20 working days of the occurrence of the event on which the grievance is based.
- b) If mutually agreeable, and if the designated Union representative is not located in the same duty station as the aggrieved Employee, the Supervisor may arrange a conference call among the involved parties to permit the Union representative to participate in presenting the grievance.
- c) As an alternative to Informal Oral Step 1, Employee(s) involved in a grievance covered by Article 8.2 may use Alternative Dispute Resolution (ADR). To use ADR, the Employee(s) must notify the involved management official that they are pursuing a resolution through ADR within 20 working days of the event. The Employer will contact the ADR Specialist and make arrangements for the Specialist to contact the Employee. During the ADR process the grievance timelines are suspended. If the matter is not resolved through ADR, the aggrieved Employee(s) may, within ten (10) working days (postmarked, fax, hand-delivery, or e-mail) present the grievance in writing to the same management official with whom the matter was originally discussed in Step 1.

Step 2: Formal--Written

- a) If the matter is not resolved at Step 1: Informal-Oral, the aggrieved Employee(s) may, within ten (10) working days (by postmarked mail, dated fax, hand-delivery or e-mail) present the grievance in writing to the same Supervisor with whom the

matter was discussed. The written grievance shall include appropriate space for at least the following:

- 1) Detailed statement of fact;
 - 2) Contentions of grievant;
 - 3) Particular contractual provisions involved; and
 - 4) Remedy sought.
- b) The responding official shall give full consideration to all available facts and consult with all persons he/she believes may be able to help resolve the matter. A written decision shall be rendered within 20 working days (postmarked, fax, hand-delivery, or e-mail) after receipt of the grievance. The decision shall include a full statement of the Employer's understanding of:

- 1) all relevant facts;
- 2) contractual provisions involved; and
- 3) detailed reasons for denial of the grievance.

Step 3: Formal

- a) Formal grievances not involving adverse actions, initially filed at the Informal stage and not adjusted to the satisfaction of the Employee(s) may, within ten (10) working days of the receipt of the written decision, be filed with the Office of the Deputy Administrator, Livestock & Poultry (L&P) Program or designee. The Employee(s) will submit the original grievance, in writing, with copies of all previous documents.
- b) Formal grievances involving adverse actions may be grieved, in writing, directly to the Office of the Deputy Administrator, L&P Program, within 20 working days of the occurrence of the action on which the grievance is based.
- c) The office of the Deputy Administrator, L&P Program, or designee, will issue a written decision attempting to resolve the grievance within 20 working days of its receipt. A copy of the written decision shall be provided to the President of the National Council 200.

Step 4: Arbitration

- a) If the decision does not resolve the grievance to the satisfaction of the grievant, or if the decision is not issued within the stated time, the Union may invoke arbitration under the following conditions and stipulations:
 - 1) The costs of the arbitrator and expenses shall be shared equally by the Employer and the Union. Related charges for services not required by the arbitrator shall be shared equally, except neither Party shall be required to pay for such services if they do not wish to receive such services.
 - 2) The venue of the arbitration will be determined by the Employer. The Union is entitled to the same number of representatives as the Employer. Travel time and expenses for Bargaining Unit Employees shall be paid in accordance with Article 4.5 b) Travel Time and Expenses.
- b) The arbitrator's decision will be binding. However, either Party may file an exception to the arbitrator award with the Federal Labor Relations Authority (FLRA) under its regulations.
- c) To invoke arbitration, the Union shall serve written notice of such intent with the QAD Director or designee within 15 working days of the written decision of the Office of the Deputy Administrator, L&P Program.
 - 1) If arbitration is invoked, the QAD Director or designee shall within five (5)

working days from the request for arbitration, request the Federal Mediation and Conciliation Service (FMCS) to furnish the Parties a list of seven (7) impartial persons qualified to act as arbitrators.

- 2) The Employer and the Union representative shall meet or confer by telephone and/or other electronic means within five (5) working days after receipt of the list. To reach agreement upon one (1) of the listed arbitrators, they will each strike one (1) name from the list and shall repeat the procedure. The remaining individual shall be the duly selected arbitrator.
- d) The following method will be used to determine the order in which the Parties will strike names from the list of arbitrators:
 - 1) If the date of the transmittal from FMCS is an odd number (e.g., May 17), then the Union will strike first, third and fifth and the Employer will strike second, fourth and sixth.
 - 2) If the date of the transmittal from FMCS is even (e.g., May 18), then the Employer will strike first, third and fifth the Union will strike second, fourth and sixth.
 - 3) If for any reason, either Party refuses to participate in the selection of an arbitrator, the remaining Party may choose an arbitrator from the above-mentioned list.
- e) The arbitrator will be requested to render a decision as quickly as possible but, in any event, not later than 30 calendar days after the conclusion of the hearing unless the Parties mutually agree to extend the time limits.
- f) Questions of grievability/arbitrability will be submitted to the arbitrator for decisions prior to addressing the merits of the original grievance. Any grievance filed where a question of grievability/arbitrability exists shall be amended to include that question.

8.7 **Grievances Filed by the Employer:** Grievances shall be submitted in writing or electronically to the President of the National Council 200, or his/her designee, by the Director of the QAD or designee within 20 working days of the occurrence of the event on which the grievance is based.

- a) The grievance must state specifically and in detail the nature of the case, previous efforts made to resolve the grievance, the results thereof, and the corrective action desired.
- b) The President of the National Council 200 shall have official time to prepare, present and render a written decision on the grievance to the Director of the QAD by Certified Mail, e-mail, fax or hand-delivery within 20 working days of its receipt.
- c) If the grievance is not resolved to the satisfaction of the Director of the QAD or

designee, he/she may, within 15 working days of receipt of the decision of the President of the National Council 200, invoke arbitration in accordance with the provisions of this Article.

- d) Failure of the Employer to invoke arbitration within 15 working days of receipt of the decision from the President of the National Council 200 will render the grievance null and void.

8.8 **Other Provisions:** All time limits stated in the grievance procedure may be extended by mutual consent. The failure of the Employee or the Union in Step 1 of the grievance procedure, or thereafter, to meet the prescribed time limits of other Steps, including arbitration, will be considered as a withdrawal of the grievance. Failure by the Employer to schedule a meeting or render a decision in any of the steps of this procedure within the time herein provided (including mutually agreed to extension periods) shall be deemed to move the grievance to the next step of the grievance arbitration procedure.

ARTICLE 9

DISCIPLINARY, ADVERSE, AND PERFORMANCE-BASED ACTIONS

9.1 **Disciplinary Actions:** Normally, discipline should be preceded by counseling, oral or written warnings, which are informal.

- a) A disciplinary action, for the purpose of this Article, is defined as an official letter or reprimand or a suspension of 14 calendar days or less.
- b) Oral admonishments, oral admonishments confirmed in writing, letters of caution and QAD 814A's issued by Supervisors, are not disciplinary actions and therefore are not grievable. They may be kept in the Employee's personnel folder for a maximum of two (2) years, except QAD 814A which will be retained for three (3) years.
- c) The Union will be given the opportunity to be represented at any examination of an Employee in the Bargaining Unit by a representative of the Employer in connection with an investigation if:
 - 1) The Employee reasonably believes that the examination may result in disciplinary action against the Employee; and
 - 2) The Employee requests representation.
- d) An Employee who receives a proposed suspension of 14 days or less will be given a written notice stating the specific reasons for the proposed actions. Following the receipt of the notice, the Employee will have ten (10) working days to provide an oral and/or written response to the Deciding Official.

- 1) The notice must state the reasons for the proposed disciplinary action, specifically and in detail, in order to allow the Employee to respond, and must clearly state the Employee's right to make a response to the proposal and his/her right to be represented. The Employee will be provided all material which is relied upon to support the reasons for the proposed action.
- 2) Following receipt of the written and/or oral response, or the termination of the notification period, the Employer will issue a final written decision to the Employee which shall include a statement of the Employee's right to file a grievance. If the decision cannot be issued within 30 calendar days, the Employee will be given written notice as to when the decision will be issued.

9.2 **Adverse Actions:**

- a) An adverse action is defined as a removal, a suspension for more than 14 calendar days, a reduction in grade and/or pay, or furlough for 30 days or less.
- b) At any meeting between an Employee and his/her Supervisor and/or any management official, in which the principal topic of discussion is to be adverse action or potential adverse action, or which as part of a supervisory investigation which the Employee reasonably believes may result in an adverse action, the Employee has the right to be accompanied by a representative.
- b) With the exception of an emergency, furlough or situation when there is reasonable cause to believe the Employee has committed a crime for which a sentence of imprisonment may be imposed, the Employee will be given:
 - 1) 30 calendar days notice of the proposed adverse action;
 - 2) The specific reasons(s) for the proposed adverse action;
 - 3) The right to be represented by the Union or other representative of his/her choosing;
 - 4) A reasonable amount of time, but not less than 15 working days to respond orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer. This period of time may be extended by the Employer for a valid reason;
 - 5) The Employee will be provided all the material relied upon to support the reasons for the proposed adverse action.
- c) A management deciding official who sustains a proposed adverse action against an Employee shall, within a reasonable time after receipt of the written and/or oral response or the termination of the notice period, state his/ her findings in a notice of decision. The deciding official will also include his/her findings with respect to each reason for adverse action stated in the notice of proposed adverse action. If a decision sustains a proposed adverse action, the notice of decision will also inform the Employee of his/her right to file an appeal with the MSPB or to file a

grievance. If a decision cannot be issued within 30 calendar days, the Employee will be given written notice as to when a written decision will be issued.

9.3 **Performance-Based Action Procedures:** This Section describes the procedures that will be followed in the event that an Employee (not serving a probationary period) is not meeting performance standards at the “Fully Successful” level in a critical element as described in Article 7.1 of this Agreement.

- a) The Employee will receive written notice of unacceptable performance and a Demonstration Opportunity (DO). The DO will identify how acceptable performance is to be demonstrated.
- b) If the Employee successfully completes the DO, he/she will be required to maintain “Fully Successful” performance for one (1) year from the starting date of the DO. If acceptable performance is not maintained in the critical element(s) during the one (1) year period, the Employee’s removal or demotion may be proposed without an additional opportunity to improve.
- c) If the Employee fails to demonstrate “Fully Successful” performance in the critical element(s) during the DO, his/her removal, demotion, or reassignment may be effected. An Employee whose demotion or removal is proposed is entitled to 30 calendar days advance written notice, including the specific instances of unacceptable performance. The Employee may respond to the proposal orally and/or in writing and may be represented by the Union or other representative. The time to reply may be extended by the Employer for a valid reason. The Employee will receive a written decision. If a decision cannot be issued within 30 calendar days, the Employee will be given written notice as to when a decision will be issued. If the decision to remove or demote the Employee is sustained, the Employee will be advised of the right to grieve or appeal the action.

ARTICLE 10

VOLUNTARY AND DIRECTED REASSIGNMENTS

10.1 **Reassignments:** For the purpose of this Agreement, voluntary and directed reassignments require geographical relocation by the Employee. The Employer reserves the right to assign Employees to locations in order to best accomplish the mission of the Service. In selecting Employees for reassignments, consideration will include among other things: Employee preference for location, health situation, specific qualifications needed, cost, training and development, past and present performance, and career status.

10.2 **Internal Position Postings/Voluntary Lateral Transfers:** Except for involuntary reassignments, the Parties agree that the Employer will announce internally vacant, full-time Agricultural Commodity Grader (Meat) positions in the QAD to members of the

Bargaining Unit as lateral transfer opportunities. Announcements will be made by e-mail and remain open for 16 calendar days. Relocation expenses will not be paid for voluntary lateral transfers. All Employees interested in the vacant position(s) may apply prior to the closing date of the announcement by submitting an e-mail to the management officials identified in the internal vacancy announcement.

- a) The criteria used to evaluate Employees who have expressed interest in the vacant position will be as follows:
 - 1) Employee's training, performance, experience, and general suitability for a particular assignment;
 - 2) Grade level (GS-5, 7, or 9) required by the assignment; and
 - 3) Seniority as established by Article 1.8 of this Agreement.
- b) In most cases, priority in filling vacant positions will be given to Employees who are surplus.
- c) Positions not filled by the 16 calendar day internal announcement may be announced externally on the Federal Government's USAJobs website or successor website.
- d) After positions have been announced internally and externally and a position still has not been filled, consideration may be given to paying Employee relocation expenses.

10.3 **Involuntary or Directed Reassignments:** Involuntary or directed reassignments will only be made for work reduction situations, over staffing, or for the good of the Service when there are no volunteers. Involuntary or directed reassignments shall be done in accordance with Department and Agency policy and regulations.

- a) Except for reassignments made for the good of the Service, involuntary or directed reassignments shall not be made when there are Employees within the local commuting area from which the reassignments are to be made who are willing to relocate and who are considered, in the judgment of the Employer, qualified for the assignment.
- b) All Employees who are to be involuntarily reassigned will receive written notice setting forth the reason for the proposed reassignment.
- c) Involuntary reassignments will not be made as part of a disciplinary action.

10.4 **Reestablishment of Positions:** The Employer agrees that where an Employee has been transferred due to abolishment of his/her position, if the position is reestablished within two (2) years, the Employee will be notified and will normally be given the opportunity to return to the position at his/her own expense prior to announcing the position internally.

- a) If there are two (2) or more qualified Employees involved, the Employee with the earliest SCD will have preference.

ARTICLE 11

REDUCTION-IN-FORCE

11.1 **Purpose:** This Article covers actions taken pursuant to Title 5 CFR Part 351 Reduction-in-Force (RIF). The Parties will follow all procedures prescribed in the most current edition of the applicable Government-wide regulations (5 CFR Part 351) and will apply those regulations when the Employer elects to exercise its rights Under 5 USC 7106 (a) to reduce the workforce by means of RIF.

- a) The Parties will also follow procedures in the following Department and Agency regulations when not in conflict with this Agreement:
 - 1) USDA Policies, including USDA Personnel Bulletin No. 351-1 (or successor issuances); and
 - 2) MRP Directive 4351.1 (or successor issuances).
- b) The Parties agree that there are no pre-existing agreements at any level of recognition regarding RIF that will carry forward into the enforcement of this Agreement.
- c) This Agreement supersedes all other agreements at all levels. This provision is not a bar to further negotiations specified by this Agreement.

11.2 **Notice to Union:**

- a) When it is anticipated that a RIF affecting bargaining unit Employees will be necessary, the Union will be given preliminary notification as follows:
 - 1) The Employer will notify and provide the President of National Council 200, a copy of the request to conduct a RIF 60 calendar days prior to the effective date of a RIF action. The 60-day notification to the Union will include the locations and positions to be impacted.
- b) When a RIF is planned and notice is given to the Union, the Employer will advise and consult with the Union on the potential RIF and the Union will be able to offer suggestions and alternatives for consideration to the Employer prior to issuing the official notification to the impacted Employee(s).
- c) After specific RIF notices are issued and upon request, the Employer will provide the Union a copy of the retention registers used for the RIF.

- 11.3 **Negotiations:** The Union may request negotiations for procedures on implementing the RIF and for appropriate arrangements for Employees adversely affected by the anticipated RIF. Such request must be made within ten (10) working days after receipt of the notification. The Parties shall meet for this purpose in a timely manner.
- 11.4 **Competitive Area and Level:** The Parties recognize that existing Federal Labor Relations Authority case law has determined that Competitive Areas and Competitive Levels are non-negotiable but will be assigned in conformance with CFR 351 and this Article. If there is a change regarding the negotiability of Competitive Areas or Competitive Levels, the Parties agree to negotiate as required.
- 11.5 **Mitigation of Impacts:** The Union and the Employer will regularly remind Employees to review their Official Personnel Folders and Statements of Earnings and Leave to ensure that their records are accurate. RIF retention service credit determinations and all computations concerning severance pay and retirement are based on this information. Employees must contact their servicing Human Resources Operations office to update and/or correct their records.
- a) The Employer will offer Employees identified for removal from service, as a result of RIF:
- 1) The Interagency Career Transition Assistance Plan (ICTAP), for permanent Employees in surplus positions administered by the Office of Personnel Management and will consider other Government-wide programs that may be available at the time a RIF is conducted.
 - 2) The U.S. Department of Agriculture (USDA) Special Placement Program, DR 4030-330-001, or successor issuances.
 - 3) The MRP Career Transition Assistance Plan (CTAP), MRP Directive 4330.1, or successor issuances.
 - 4) Other remediative programs that become available through Executive Order or Government-wide regulations during the life of this Agreement.
- 11.6 **Records:** Upon written request, the Union will be permitted to inspect records the Employer used in establishing retention registers.
- 11.7 **Training:** If, as a result of RIF procedures, an Employee has duties different than those previously performed, the Supervisor will assure that the Employee is provided appropriate instructions, guidance, and training to assume the responsibilities of the position within 60 calendar days. Supervisors will discuss training needs with Employees on a continuing basis and will provide on-the-job training as the Supervisor determines necessary.

ARTICLE 12

UNFAIR LABOR PRACTICE

- 12.1 **Unfair Labor Practice:** An Unfair Labor Practice (ULP) may exist if either Party fails to perform its obligation to the other Party or interferes with the rights each Party has been given under the Statute.
- a) The Parties will attempt to resolve differences and disputes informally within ten (10) working days of being notified by the charging Party. The QAD GSB Chief and the President of the National Council 200 will meet and discuss the issue prior to filing a ULP charge with the Federal Labor Relations Authority (FLRA). The Parties will attempt to discuss the alleged violation of the law and resolutions will be attempted.
 - b) If attempts at resolution have been unsuccessful, the charging Party may submit the alleged violation on the appropriate FLRA form. Nothing in this Article will be construed as a waiver of any statutes or government-wide rule or regulation.

ARTICLE 13

ADDITIONAL EMPLOYEE RIGHTS, INFORMATION AND BENEFITS

The Parties agree that it is in the best interest to provide information to the Employees concerning EAP, EEO, Workers Compensation and Safety and Health Programs. The Parties agree that additional information, Directives, Procedures, Instructions, etc. covering these topics will be provided to each Employee via email as well as posted on the QAD Intranet.

13.1 **Employee Assistance**

- a) The Employee Assistance Program (EAP) is in place to help Employees when the pressures of work, home life, or other stressors become overwhelming. The goal of the EAP is to develop and maintain a healthy and productive workforce and to empower Employees to resolve personal problems that impact or may impact conduct and work performance in the quickest, least restrictive, most convenient and cost-effective manner possible. The EAP is free of charge and is open to Employees and their immediate family members.
- b) Employees may contact the EAP at www.FOH4you.com or by calling 1-800-222-0364.

- c) Employees on official duty when meeting with EAP may be authorized leave with advanced supervisory approval. Employees may be granted up to one (1) hour (or more as necessitated by travel) of administrative leave (TC 66) for each counseling session for up to six (6) sessions. Absences in excess of the first six (6) sessions occurring during duty hours for rehabilitation or treatment at community resources must be charged to the appropriate leave category in accordance with law and leave regulations.

13.2 **Equal Employment Opportunity (EEO)**

- a) The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex (including pregnancy, sexual orientation, and gender identity), marital status, status as a parent, religion, genetic information (including family medical history), political affiliation, labor organization affiliation or non-affiliation, or any other non-merit-based factor, or retaliation for exercising rights with respect to the categories listed above, where retaliation rights are available, or , income derived from a public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).
- b) The U.S. Equal Employment Opportunity Commission (EEOC) enforces Federal laws prohibiting employment discrimination. These laws protect the Employee against employment discrimination which could involve but are not limited to:
 - 1) Unfair treatment because of race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or genetic information.
 - 2) Harassment by managers, co-workers, or others in the workplace, because of race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or genetic information.
 - 3) Denial of a reasonable workplace accommodation that the Employee needed because of religious beliefs or disability.
 - 4) Retaliation because of complaints about job discrimination, or assistance with a job discrimination investigation or lawsuit.
- c) The Employer agrees to post contact information for the appropriate EEOC contacts on local bulletin boards.

13.3 **Workers' Compensation**

- a) Employees are provided workers' compensation benefits when Employees are injured or sustain illnesses in the performance of their official duties.

- b) Employees will not be disciplined or otherwise retaliated against for reporting an injury or illness.

13.4 **Safety and Health Program**

- a) The Employer will provide safe and healthful work environments and maintain conditions and places of employment that are free from recognized hazards and unhealthful conditions. The Parties may adopt more stringent safety and health standards to address specific conditions.
- b) The Agency shall publicize on a recurring basis – at least annually – all safety awareness programs and the provisions and procedures for elimination of safety and health hazards.
- c) Employee or Employee representatives may report unsafe or unhealthful working conditions to his/her immediate Supervisor and may, on request, remain anonymous. There will be no restraint, interference, coercion, discrimination or reprisal directed against any Employee for filing a report of unsafe or unhealthful working conditions or for participating in Occupational Safety and Health Program activities or because of the exercise by an Employee on behalf of him/herself in accordance with law, rule and regulation.

For the Union:

For the Agency:

Julius Wilson
President AFGE Council 200
National Meat Graders' Council

Dana Stahl
Grading Services Branch Chief
AMS, L&P, QAD, GSB