

Collective Bargaining Agreement

USDA, MRP, APHIS, Animal Care &
National Federation of Federal
Employees (NFFE), Local 2021

Effective: August 26, 2024

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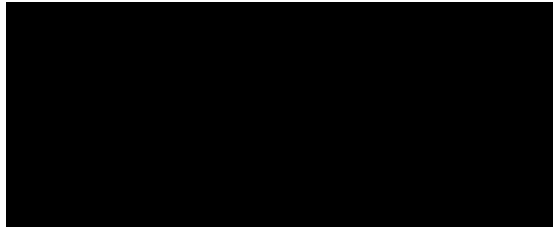
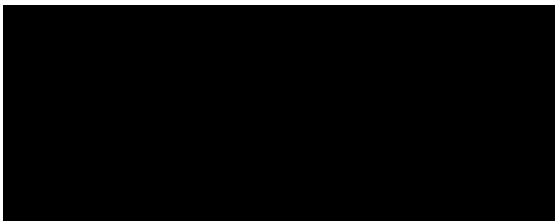
Preamble

Pursuant to the policies set forth by the Civil Service Reform Act of 1978 regarding Federal Labor Management Relations, Labor organizations and collective bargaining are in the public interest. This agreement is therefore made in accordance with 5 U.S.C. Chapter 71 by and between the Field Employees of Animal Care; U.S. Department of Agriculture, APHIS, Animal Care, hereinafter referred to as the Employer; and Local 2021 of the National Federation of Federal Employees, hereinafter referred to as the Union, and collectively referred to as the Parties.

The Parties recognize the importance of building a constructive and cooperative bilateral relationship which will aid in achieving the mission of Animal Care. They are jointly committed to serving the public interest by the development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government. They are committed to working together to achieve the effective conduct of public business.

The Parties recognize that both the well-being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the development and implementation of personnel policies and practices affecting the conditions of their employment. The maintenance of a constructive and cooperative Union-Management relationship at the appropriate levels will encourage this participation. The parties recognize that it is in the best interest of all parties to conduct themselves in a professional and businesslike manner, characterized by mutual courtesy, in their day-to-day working relationships and in carrying out the labor/management activities. To that end, the Parties agree to engage in effective communication at the appropriate levels to identify and resolve issues.

The Parties agree that the public interest demands the highest standards of performance and accountability. Therefore, the Parties are committed to following both the letter and intent of the Articles contained in this Agreement.



Article 1 – Authority and Recognition

Section 1 – Recognition

It is the intent and purpose of the Parties hereto, to promote and improve the conduct of public businesses and well-being of the employees. In accordance with provisions of Public Law 95- 454, the Civil Service Reform Act of 1978, this agreement is entered into between Animal Care (AC), Animal Plant and Health Inspection Service (APHIS), U.S. Department of Agriculture (USDA), hereinafter referred to as the “Employer” and the National Federation for Federal Employees (NFFE), Local 2021, hereinafter referred to as the “Union.”

The Employer recognizes the Union as the exclusive representative of all Employees of the bargaining unit in Section 2 below in accordance with the provisions of the Federal Service Labor-Management Relations Statute.

Section 2 – Bargaining Unit Designation

FLRA Certificate of Representative Case No. WA-RP-21-0011, see Appendix 1.

Included: All non-supervisory employees of the Animal Welfare Operations and Compliance Support units of USDA, APHIS, Animal Care. The employees in these units of Animal Care that are represented include all nonprofessional, Animal Care Inspectors; all professional Veterinary Medical Officers, and all nonprofessional Compliance Specialists.

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

Section 3 – Eligibility

The Union is responsible for representing the interests of all employees in the bargaining unit regardless of their status as dues paying members. 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. All employees in the above-described units, regardless of their Union membership, are covered by the provisions in this Agreement.

Section 4 – Engagement

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

Section 5 – Changes

A. Management shall not change the Bargaining Unit status of a Bargaining Unit position without first notifying the Local Lodge in writing with the rationale for the change. Changes will not be implemented prior to notification and response by the Union. The Union will notify Management in writing with the rationale within thirty (30) days if there are disagreements with the change. If the Parties do not agree, the Union may exercise their right to file a petition for Clarification of Unit or Unfair Labor Practice (ULP) in the event the Management action is disputed by the Union. Any disputed position(s) will remain in the Bargaining Unit until such time as the Federal Labor Relations Authority (FLRA) reaches a decision on the position.

Nothing in this subsection will affect Management's right to assign work.

- B. The Union will notify Management when it believes the Bargaining Unit status of a position should be changed prior to filing a petition with the FLRA. If the Parties are unable to agree, the Union may file a petition.
- C. All changes to the bargaining unit will be accomplished using the procedures and existing statutory protocols in 5 U.S.C. §7112.

Article 2 – Definitions and Acronyms

Section 1 – Definitions

Any negotiated definition contained in this Master Agreement will not be construed inconsistently with the statutory definitions found in 5 U.S.C. Chapter 71. For purposes of this Master Agreement, the terms listed below are defined as follows:

Adverse Action: Suspensions of more than fourteen (14) days, reductions-in-grade or pay, removals, and furloughs of thirty (30) days or less. Excludes: removal of a probationary employee; a suspension or removal for national security reasons; a reduction in grade or a removal for unacceptable performance; or an action by the Special Counsel of the Merit System Protection Board (MSPB).

Amendments: Modification of this Master Agreement through negotiated changes, additions and deletions to any Article or section thereof.

Animal Care (AC): A program area within APHIS which employs both Bargaining Unit and non-bargaining unit employees.

Animal & Plant Health Inspection Services (APHIS): An agency within the United States Department of Agriculture.

Arbitrability: Refers to whether a given issue is subject to arbitration under the Master Agreement.
Authority: See Federal Labor Relations Authority.

Bargaining: See “Collective Bargaining.”

Bargaining Rights: See “Exclusive Recognition/Representative.”

Bargaining Unit Employee (BUE): All professional and non-professional employees of Animal Welfare Operations (AWO) and Compliance Support (CS), Animal and Plant Health Inspection Service (APHIS), U.S. Department of Agriculture. Excludes All management officials, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6), and (7).

Collective Bargaining: The mutual obligation of the Employer and the Union representatives to meet at reasonable times and to bargain in a good faith effort to reach an agreement with respect to the conditions of employment affecting employees and to execute, if requested by either party, a written document incorporating any agreement reached. This obligation does not require either party to agree to proposals or make concessions.

Collective Bargaining Agreement: A written agreement between an employer and a labor organization, usually for a definite term, defining conditions of employment, rights of employees and labor organizations, and procedures to be followed in settling disputes or handling issues that arise during the life of the agreement.

Communication: Emails are an acceptable form of written notification and/or response between the Parties.

Conciliation: See “Mediation.”

Conditions of Employment: Personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not include

policies, practices, and matters:

- A. Relating to political activities prohibited under subchapter III of 5 U.S.C. Chapter 73;
- B. Relating to the classification of any position; or
- C. To the extent such matters are specifically provided for by Federal Statute.

Counseling: Informal verbal or written communication to an employee by a supervisor expressing management concern regarding undesirable employee conduct or performance.

Days: Refers to business days, unless otherwise noted. If a due date falls on a Saturday, Sunday, or holiday, the next official workday will be considered the due date. For all due dates, the first date starts counting on the first day after the event or response.

Department: The U.S. Department of Agriculture

Disciplinary Action: Letters of Reprimand and suspensions of fourteen (14) calendar days or less. Admonishments, counseling, Letters of Instruction (LOI), Letters of Caution (LOC) and Letters of Warning (LOW) are not considered disciplinary actions.

Emergency Situation: A sudden, unexpected occurrence or set of circumstances demanding immediate action. Cyclical or foreseeable fluctuations in workload and matters of administrative or personal convenience do not constitute an emergency situation.

Employer: U.S. Department of Agriculture, APHIS, Animal Care, also referred to as Management.

Exclusive Representative / Representative: The legally recognized exclusive right of NFFE Local 2021 to represent its bargaining unit employees with the Employer (e.g., negotiations, grievances).

Exempt Employee: An employee who is not covered by the minimum wage and overtime provisions of the Fair Labor Standards Act.

Federal Labor Relations Authority (FLRA): An administrative body empowered by Title VII of the Civil Service Reform Act of 1978 (5 U.S.C. Chapter 71) to provide leadership in Federal service Labor-Management relations matters by establishing policies and guidance.

Federal Mediation and Conciliation Service (FMCS): An independent Federal agency which provides mediators to assist the parties involved in negotiations or in a labor dispute and provides lists of suitable arbitrators upon request.

Federal Service Impasses Panel (FSIP): Organizational entity within the FLRA, which resolves bargaining impasses in the Federal service.

Garrity Rights/Warning/Notice: An advisement of rights usually administered by federal, state, or local investigators to their employees who may be the subject of an internal investigation. The *Garrity* warning advises subjects of their criminal and administrative liability for any statements they may make, but also advises subjects of their right to remain silent on any issues that tend to implicate them in a crime. *Garrity v. New Jersey*, 385 U.S. 493

Good Faith Bargaining: Defined by law (5 U.S.C. §7114) to include the obligation to approach negotiations with a sincere resolve to reach a collective bargaining agreement; to be represented by properly authorized representatives who are prepared to discuss and negotiate on any condition of employment; to meet at reasonable times and convenient places as frequently as may be necessary and to avoid unnecessary delays; and in the case of the agency, to furnish to the exclusive representative involved, or its authorized representative, upon request and, to the extent not

prohibited by law, data: which is normally maintained by the Agency in the regular course of business; which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and which does not constitute guidance, advice, counsel or training provided for management officials or supervisors, relating to collective bargaining; and, if agreement is reached, to execute on the request of any party to the negotiation a written document embodying the agreed terms, and to take such steps as are necessary to implement such agreement.

Grievance: Any complaint by a bargaining unit employee concerning any matter relating to employment of the employee; by the Union concerning any matter relating to the employment of any bargaining unit employee; by any bargaining unit employee, the Union or the Employer concerning the effect or interpretation or claim of breach of a collective bargaining agreement, or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment, subject to the exceptions in Article 28 – Grievance Procedures.

Impact and Implementation Bargaining: Negotiations concerning procedures which management officials will observe in exercising Management rights and/or negotiations concerning appropriate arrangements for the employees affected by the exercise of Management rights.

Impasse: The inability of the representatives of the Employer and the Union to arrive at a mutually agreeable decision, concerning negotiable matters, through the bargaining process.

Investigatory Examination: See “Weingarten Right.”

Kalkines Warning: an advisement of rights usually administered by United States federal government agents to federal employees and contractors in internal investigations. The *Kalkines* warning compels subjects to make statements or face disciplinary action up to, and including, dismissal, but also provides suspects with criminal immunity for their statements. *Kalkines v. United States*.

Leave Without Pay (LWOP): Approved absence from work, without pay.

Management: An individual employed by an agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence policies of the agency.

Master Agreement: All the Articles contained within this document as agreed to between the Parties, including supplements and amendments.

Mediation: A procedure by which an impartial third party (a mediator) is used in an attempt to settle disputes. The mediator assists by attempting to find a solution satisfactory to both parties in a dispute but renders no binding decisions.

Midterm Negotiations: Bargaining changes affecting conditions of employment during the life of this Agreement that are not in conflict with the Agreement.

Negotiability Dispute: A dispute over whether or not an issue is negotiable within the scope of bargaining established in Title VII of the Civil Service Reform Act of 1978. Compelling disputes are resolved by the FLRA. Regulations of the Authority provide specific procedures for processing such disputes (5 U.S.C. §7117).

Negotiate/Negotiation(s): Bilateral bargaining by representatives of the Employer and Union over appropriate issues relating to terms of employment, working conditions, and personnel policies

and practices, with a purpose of arriving at a written agreement, so far as may be appropriate under applicable laws and regulations.

Non-Exempt Employee: One who is covered by the minimum wage and overtime provisions of the Fair Labor Standards Act.

Official Time: Duty time that is granted to Employees and/or Union Representatives, to perform functions in accordance with the provisions of this Master Agreement, applicable laws, rules, and regulations.

Panel: See “Federal Service Impasses Panel.”

Parties: The Employer and the Union collectively.

Program: For the purposes of this agreement, program refers to Animal Care which is an operational program unit within APHIS.

Regular Day Off (RDO): The day or days of the regular workweek that an employee on a Compressed Work Schedule is not scheduled to report to work (sometimes called “zero hour day” or “compressed day off”).

Reprimand: Lowest level of disciplinary action that can be issued to an Employee based on unacceptable conduct. Admonishments, counseling, Letters of Instruction (LOI), Letters of Caution (LOC) and Letters of Warning (LOW) are not considered disciplinary actions.

Seniority: For the purposes of this agreement, unless specified elsewhere, seniority will be defined as the time working for the program, Animal Care.

Service Computation Date (SCD): A date that represents the amount of government service an employee has that is creditable toward eligibility for a specific benefit or entitlement. An employee may have several SCD’s, for example: SCD-Leave, SCD-Retirement, SCD-WGI, SCD-TSP, and SCD-RIF, since the formulas to calculate the various SCDs depend on the eligibility requirements of the specific benefit.

Steward (Chief or Union Steward): An appointed or elected Union representative who performs Union representational and contract interpretation functions on behalf of bargaining unit employees. Stewards are bargaining unit employees who are trained by the Union to carry out these duties.

Supervisor: An individual employed by Animal Care having authority in the interest of the Agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees; to adjust their grievances; or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment. See also Management.

Supplements: Additional articles, negotiated during the term of this Master Agreement, to cover matters not adequately covered by this Master Agreement.

Threshold Issues: Threshold issues are typically procedural and or legal issues that are of such significance to the proceeding that they must be addressed prior to the other issues in the proceeding.

Time Limits: Unless specified to the contrary, whenever the term “days” is used in this Agreement it shall mean business days. In the event a notice or action due date falls on a Saturday, Sunday,

or Federal holiday, the deadline shall automatically be extended to the next regular business day. For all due dates, the first day starts counting on the first day after the event or response. Notices or responses received after 5:00pm ET will be considered received on the next business day.

Unfair Labor Practice (ULP) Charge: A charge filed with the FLRA regarding the violations of 5 U.S.C. Chapter 71 §7116.

Union: The National Federation of Federal Employees, Local 2021, which consist of the Bargaining Unit Employees, Local Officers, Union stewards, and other authorized representatives designated to represent the Bargaining Unit Employees of Animal Care.

Union Officer/Official/Representative: Any accredited business representative of the NFFE, or the duly elected or appointed Union representative of Local 2021, e.g., President, Vice-President, Secretary, Treasurer, Chief Steward, Stewards.

Weingarten Rights: Name taken from the 1975 United States Supreme Court case of NLRB v Weingarten, Inc., 420 U.S. 251 (1975). Refers to the right of a bargaining unit employee to be represented by the union under specific circumstances. That right exists when (1) the employee is examined in an investigation (an investigatory examination) conducted by an agency representative, (2) the employee reasonably believes disciplinary action against him or her may result, and (3) the employee requests union representation Article 3 – Employee Rights & Responsibilities.

Section 2 – Acronyms

AC – Animal Care
ACI – Animal Care Inspector
APHIS – Animal and Plant Health Inspection Service
AWA – Animal Welfare Act
AWO – Animal Welfare Operations
BUE – Bargaining Unit Employee
CAW – Center for Animal Welfare
CBA – Collective Bargaining Agreement
CE – Continuing Education
CFR – Code of Federal Regulations
CS – Compliance Specialist
CTT – Compensatory Time for Travel
DOJ – Department of Justice
DR – Departmental Regulation
EEO – Equal Employment Opportunity
ESF – Emergency Support Function
eOPF – Electronic Official Personnel Folder
EPMA – Enterprise Personnel Management Application
FEMA – Federal Emergency Management Agency
FEPLA – Federal Employee Paid Leave Act
FLRA – Federal Labor Relations Authority
FMLA – Family and Medical Leave Act
FTR – Federal Travel Regulations
GPS – Global Positioning System

HPA – Horse Protection Act
HRDG – Human Resource Desk Guide
HRM – Human Resources Management
IDP – Individual Development Plan
IES – Investigative Enforcement Services
LOC – Letter of Caution
LOI – Letter of Instruction
LPA – Legislative & Public Affairs
MRP – Marketing and Regulatory Programs
NFC – National Finance Center
NFFE – National Federation of Federal Employees
OE – Office of Ethics
OGC – Office of the General Counsel
OIG – Office of the Inspector General
OPM – Office of Personnel Management
PD – Position Description
RIF – Reduction in Force
SACS – Supervisory Animal Care Specialist
SCD – Service Computation Date
ULP – Unfair Labor Practice
U.S.C. – United States Code (Law)
USDA – United States Department of Agriculture
VMO – Veterinary Medical Officer

Article 3 – Employee Rights & Responsibilities

Section 1 – General

The Parties agree to mutually establish and maintain a safe, positive, and professional work environment that promotes good workmanship; values employees for who they are and what they contribute; and ensures fair, equitable, and respectful treatment of employees.

Section 2 – Personal Rights

- A. Employees and their representatives will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal consistent with 5 U.S.C. Chapter 71, and this Agreement.
- B. All employees shall be treated fairly and equitably in all aspects of personnel management without regard to political affiliation, race, color, religion, national origin, sex, marital status, sexual orientation, parental status, genetic information, or age.
- C. Employee privacy will be protected in all dealings with the Employer or other entities in accordance with applicable laws, rules, regulations, and this Agreement.
- D. In dealings between Management and bargaining unit employees, both Parties shall treat each other with dignity and respect and maintain professionalism. In addition, employees will be treated in a fair and equitable manner. When Management wishes to discuss matters of misconduct or of a sensitive nature with an employee, it will be done in private, away from other employees.

Section 3 – Statutory Rights

- A. Per 5 U.S.C. §7102, Each employee shall have the right to form, join, or assist any labor organization, or to refrain from such activity, freely and without fear of penalty or reprisal. This Agreement does not prevent any employee, regardless of labor organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, or Employer policies. Each employee shall be protected in the exercise of such right. Except as otherwise provided under 5 U.S.C. §7102 such rights include the right to:
 - 1. Act for NFFE in the capacity of a representative and the right, in that capacity, to present the views of the NFFE to the heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities.
 - 2. Engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter.
- B. The rights of an exclusive representative under the provisions of 5 U.S.C. §7114 (a)(5) does not preclude an employee from –
 - 1. being represented by an attorney or other representative, other than NFFE, of an employee's own choosing in any grievance or appeal action; or,
 - 2. exercising grievance or appellate rights established by law, rule, or regulation.

Section 4 – Formal Discussions

It is agreed that the exclusive representative shall be given the opportunity to be present at all formal discussions between one or more representatives of Management and one or more employees in the bargaining unit, or their representative concerning any grievance or any personnel policy or practices, or other general condition of employment, excluding performance reviews.

Section 5 – Employee Rights During Examination/Weingarten Rights

- A. An employee has the right (commonly known as the Weingarten Rights) to be represented by the Union during any examination of the employee by a representative of the Employer in connection to an investigation, if they reasonably believe that the examination may result in disciplinary action against them, and they request representation.
 - 1. Employees shall be provided annual notification of this Weingarten Right via a sole topic email no later than October 30th of each year.
- B. Employees have the right to reasonable confidentiality when they are involved in a management inquiry or investigation. Management will only share information with those who have a specific need to know.
- C. Once the employee requests a representative, the Employer will not continue the examination or engage in any subsequent examination of the employee without providing the opportunity for the representative to be present. Nothing shall preclude the Employer from not having the examination at all or continuing the examination without representation if the employee elects to continue the examination should the employee elect to continue without representation. The employee may stop the proceeding and request representation at any time if they change their mind during the examination.
- D. The employee has a right to meet with the Union representative in advance of the interview. During the examination, the Union representative may ask clarifying questions and assist the employee but shall not respond on behalf of the employee.
- E. If a statement has been taken, the Employer shall promptly provide the employee with a copy of their signed statement.
- F. A bargaining unit employee who is not being directly investigated, but simply examined in connection with another employee's examination, also has the full rights as described under Weingarten Rights.
- G. For misconduct investigations, the Employer will not bypass the Union, will notify the employee in writing of all internal investigations, and for all investigations, the employee will be notified of the following:
 - 1. The nature of the matter under investigation;
 - 2. That they are being directed to answer the questions and may be disciplined if they refuse to answer questions;
 - 3. That the employee has a right to union representation upon request.

Section 6 – Access to Union and Management Officials

- A. Bargaining unit employees are entitled to a reasonable amount of time billed under (TC 01) whenever discussing, preparing, writing or filing complaints and when meeting with Union representatives or the Employer concerning any complaint or condition of employment.
- B. Employees shall have the right to contact their Union representative during duty hours. However, permission to do so shall be made in advance through the first level supervisor. The request shall be made by the individual employee seeking time away from their normal duties. If the employee cannot be released immediately due to work-related reasons, the employee will be released as soon as the work requirement is met, or appropriate timely arrangements are made in coordination with the supervisor. If the employee cannot be released on the day requested, the denial must be given in writing, include the reason for the denial and when they will be able to be released.
- C. This Agreement does not prevent any employee, including Union representatives, from

bringing matters of personal concern to the attention of the Employer. The Parties will follow the Statute as outlined in 5 U.S.C. §7114 (a)(2)A & B.

- D. Employees have the right to meet and consult with Union officials concerning working conditions. Both parties shall follow Subsection B of this section when requesting or responding to requests to be released from official duty to meet with Union officials.
- E. An employee has the right to be represented by the Union at any formal discussion with the Employer as defined by the FLRA.

Section 7 – Personnel Files and Records

- A. Employees have access to their personnel record through e-OPF and their performance file through ePMA. All personnel records are subject to the stipulations outlined in 5 CFR §293. Employees may access these systems any time through secure internet sites using government owned equipment.
- B. Employees may print copies of any documentation contained within their e-OPF or ePMA utilizing their government owned computer and printer. If a government owned printer is not available employees may download a copy of the documentation from e-OPF or ePMA for personal use.
- C. In accordance with applicable laws and regulations, employees may formally request that a record contained in their e-OPF be corrected or amended. Such requests must be accompanied with supporting documentation and submitted to their immediate supervisor for routing to Resource Management Support (RMS). RMS will acknowledge receipt of the request in writing within five (5) days and will follow up with the employee bi-weekly as to the current status with the agency.

Section 8 – Electronic Devices

- A. Government-owned or leased electronic equipment and resources are for official use; however, limited personal use of government owned or leased electronic equipment and resources by employees during non-work hours (before and after working hours or during lunch periods) is a permitted use of equipment. Such use will remain in compliance with applicable laws, regulations, policies, and procedures.
- B. Use of electronic devices by the Parties will remain in compliance with applicable laws, regulations, policies, and procedures. The Employer will provide information to all bargaining unit employees on all monitoring of electronic systems for communications and travel. This will include but is not limited to information on when, where, and by whom this monitoring is performed, used and recorded, and who has access to this information. Tracking will not be utilized unless the Employer has reasonable cause to believe an employee is violating regulations or committing criminal acts in their use of this equipment. Time and attendance will normally not be tracked by electronic monitoring systems.

Section 9 – Tort/Liability

The general rule is that federal employees enjoy absolute immunity from tort claims that challenge negligent acts performed within the scope of government employment. The source of this absolute

immunity is the Federal Employees Liability Reform and Tort Compensation Act of 1988, commonly known as the Westfall Act. 28 U.S.C. §2679. Under the Westfall Act, the exclusive remedy for anyone injured by the negligence of a federal employee acting in the scope of employment is a suit against the United States under the Federal Tort Claims Act. 28 U.S.C. §2679(b)(1). The Westfall Act permits the Attorney General to certify that the employee “was acting within the scope of his office or employment at the time of the incident out of which the claim arose.” 28 U.S.C. §2679(d)(1). The certification also causes the employee to be dismissed from the action and the United States substituted in his place as the only defendant.

Section 10 – Collection of Debts Owed to the Government

Collection of Debts shall follow procedures outlined by all applicable laws, regulations, policies, and/or procedures.

- A. An employee will be provided due process in accordance with the appropriate debt collection and salary offset regulations, including U.S.C. §5514, 5 CFR §550 Subpart K, and the Debt Collection Improvement Act (1996). These processes constitute the employee’s grievance/appeal procedures regarding the existence and amount of the debt and any resulting collection action.
- B. Violations of the service agreement and failure to repay a loan: any monies owed by the employee will be recovered under USDA's regulations for collection by offset from an indebted government employee under 5 U.S.C §5514, and 5 CFR §550 Subpart K, in addition to the appropriate provisions governing debt collection if the employee has separated from the Federal service.
- C. Notification of a Debt:
 1. When the Employer identifies that an employee is likely to owe a debt to the Government, the employee shall be notified as soon as possible. Such notification shall include the reason for the debt; approximate amount of the debt, if known; the date(s) the debt was incurred, if known; and phone number and email contact information where questions and requests for consideration should be addressed.
 2. For debts that arise from overpayment of salary, the notification shall normally be given at least seven (7) days prior to changes to the employee’s record that will cause the debt to be referred to the National Finance Center (NFC).
 3. Exceptions: The notification requirements in Section 10(C)(1) and (2), above, do not apply when debts are generated through employee changes to their own timesheet or travel vouchers. This notification requirement also does not apply to actions initiated by the NFC.
 4. Internal Reconsideration Request:
 - a. Nothing in this section in any way affects or delays the employee’s timelines for responding to a notice from NFC (the fifteen (15) days in which to request a hearing).
 - b. Reconsideration is an informal review performed to ensure that the Employer has correctly identified that the employee owes a debt to the government.
 - c. Employees may request a reconsideration in writing. To help with the review and commence an interactive dialogue to address the issue, an employee requesting a reconsideration should immediately provide the designated point of contact with any relevant documentation or information.
 - d. If the Employer determines that the debt is valid, the employee will be notified that the collection process will continue.

- e. If the Employer determines that the debt is invalid, the Employer will notify the employee and take the appropriate corrective action to resolve the debt claim.
 - f. The request for reconsideration does not indicate an admission of the debt on the part of the employee.
5. Official Debt Notice:
- a. Once a debt has been referred to the NFC, the employee will receive a notice containing all the information required by 5 CFR §550 Subpart K and informing them of the dollar amount of the alleged liability at least thirty (30) days in advance of the collection action being initiated.
 - b. The notice will inform the employee of their rights to due process under 5 U.S.C. §5514 and 5 CFR §550 Subpart K, including instructions for how to request a hearing and a waiver with associated timeframes and a phone number where questions should be addressed.
- D. This section does not apply to the following, which may be grieved under the negotiated grievance procedures.
- 1. Alleged debts to the Employer of less than \$100; or
 - 2. Disciplinary actions related to failure to pay just debts originating outside the government covered under 5 CFR §581 or §582.

Section 11 – Teaching, Speaking, and Publishing

- A. Employees may be permitted to teach, speak, and/or publish information from their subject area of expertise provided it does not violate any laws, and that they submit a written request to their supervisor for review by both management and appropriate review authority (e.g. OE, LPA, OGC) prior to such engagement, and a minimum of thirty (30) days in advance of any deadline for submissions or for a required response to an invitation.
- B. The request must include:
- 1. Draft(s) of work to be published or presented
 - 2. Draft(s) topics/information to be discussed
 - 3. The employee’s deadline for submission
 - 4. Where the work is going to be published or presented
 - 5. If the employee is representing the agency or themselves in this work
 - 6. Where the information was derived
 - 7. If the employee is being compensated
- C. The supervisor shall review the request along with all documents and submit to the appropriate review authority (e.g. OE, LPA, OGC) prior to the employee receiving approval/denial. After confirming the draft does not violate any laws, nor contain any unreleased or un-releasable information, and that there is not a conflict of interest, the supervisor may approve the request. If there are changes that need to be made to the initial draft, additional review and approval by the supervisor and reviewing authority will be required prior to publishing/presenting.

Article 4 – Management Rights

The following Management rights are identified in 5 U.S.C. §7106:

- a. Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency –
 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 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 agency operations shall be conducted;
 - C. With respect to filling positions, to make selections for appointments from –
 - i. Among properly ranked and certified candidates for promotion; or
 - ii. Any other appropriate source.
 - D. To take whatever actions may be necessary to carry out the agency mission during emergencies.
- b. Nothing in this section shall preclude any agency and any labor organization from negotiating –
 1. At the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
 2. Procedures which management officials of the agency will observe in exercising any authority under this section; or
 3. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Article 5 – Union Rights and Representation

- A. The Employer agrees to respect the rights of the Union.
- B. The Union has the right to present its views, ideas, or recommendations to any level of Management, or other officials of the executive branch of the Government, the Congress, or other appropriate authorities regarding personnel policies, practices or conditions of employment.
- C. Designation of Union Representatives:
The Employer will recognize elected Union officers and appointed representatives throughout the bargaining unit. The Union will supply the Employer in writing, and will maintain on a current basis, a list of the Union officials. The list will identify the group of bargaining unit employees each official is designated to represent. The Union will provide the list within thirty (30) calendar days of the effective date of this Agreement. Changes to the list will be submitted to ac.labor.team@usda.gov in writing within five (5) business days from the date of a change in union representatives.
- D. The Employer agrees to recognize duly accredited representatives of the NFFE National Office. The Union shall provide notice to the Employer of visits to be made by representatives of the National Office. If the date or time is not acceptable to the Employer, the Employer will suggest an alternate date and time.
- E. Freedom from Interference
 1. The Employer shall not restrain, interfere with or coerce representatives of the Union in the exercise of their rights under Title 5 U.S.C. Chapter 71 of the Statute and this Agreement. The Employer will not discriminate against any designated Union representative for the purpose of negotiations, representation, or carrying out any other function proper under this Agreement or applicable law, rule, or regulation on behalf of employees or a group of employees.
 2. Unless specifically required by law or government-wide regulation, Union representatives shall not be required to disclose communications with bargaining unit employees which occurred during the performance of representational duties.
- F. Formal Discussions
 1. The Union shall be provided an opportunity to be present at any formal discussions between Management and any bargaining unit employee(s) concerning any grievance, personnel policy or practices or other general condition of employment. The Union shall normally be given three (3) working days advanced notice of any formal meetings.
 2. Consistent with Title 5 U.S.C. Chapter 71 of the Statute, the Employer will not communicate directly with employees regarding conditions of employment in a manner that would bypass the Union.

Article 6 – Union Management Cooperation

Section 1 – Purpose

It is the purpose of this Article to involve Union and Management representatives equally to further Animal Care’s mission, foster more productive and cost-effective service to our customers, and enhance the working conditions and moral of the employees. Consistent with the preamble of this Agreement, the Parties agree to work collaboratively and encourage their respective representatives at all levels to adopt and practice collaborative labor relations to enhance the principles of mutual: trust, accountability, understanding, and respect. The Parties should promote communication and cooperation between Management and the Union and where practical, involve the Union and Management’s representatives at the pre-decisional stage. The Parties should strive to seek mutual resolutions to Labor-Management issues whenever possible.

Section 2 – Selection of Representatives

While either Party may suggest representatives to the other, the Parties will select their own representatives. The Parties are encouraged to notify each other as soon as possible, but no later than two (2) working days prior to the meeting of their representatives. For any Union/Management meeting, there shall be an equal number of representatives from each Party.

Section 3 – Monthly Labor-Management Forum (LMF) Meeting

- A. The Parties recognize that strong relationships and open communication and interaction between Management and the Union is beneficial to Animal Care, the employees, and the public. The LMF meeting will include the Union President, Vice President, Secretary Treasurer, Recording Secretary, and Chief Steward. In the event that one of the Union officers is unable to attend, an alternate may sit in their place.
- B. LMF meetings will occur the first Monday of every month. If the first Monday of the month falls on a holiday, then the meeting will be scheduled on the following Monday. If there are no agenda items provided for any given month, the LMF meeting, for that month, will be cancelled. The duration will be one (1) hour unless extended through mutual agreement. The meetings will be held virtually, unless otherwise agreed. The Union will submit agenda items to ac.labor.team@usda.gov and Management will submit agenda items to Union mailbox (ac.nffe2021.acunion@usda.gov) no later than two (2) business days prior to the scheduled meeting. The compiled agenda will be provided the Friday before the meeting and will be sent out from the Management to the Union. Agenda items submitted less than two (2) business days in advance will be tabled until the next LMF unless time sensitive. The Parties agree that the frequency of LMFs may decrease by mutual agreement.
- C. The Parties agree that should there be a need for additional meetings due to emergent concerns/issues, the Parties shall present the emergent concern/issue to the opposite Party for consideration in writing. In these circumstances, the opposite Party is required to reply to the concerns/issues within five (5) days. Either Party may request a meeting virtually if necessary.

Section 4 – AWO Communications

The Parties agree that keeping the lines of communication open will improve the relationships and efficiency of the organization.

- A. The Union President may notify the AWO Director and ac.labor.team@usda.gov of issues/concerns raised by bargaining unit employees to keep the Employer informed and seek mutual resolution to problems. Initial notification may be sent via email to allow Management the opportunity to research any concern prior to meeting or responding. Nothing in this Agreement shall prevent: any employee from engaging with Management during normal business operations; an Employee from bringing concerns directly to Management; or an employee's right through other reporting avenues for matters covered by law, regulation, policy, or procedure (examples include but are not limited to whistleblower activity, EEO, etc.).
- B. The Parties recognize that communicating a single message to all employees is key to consistency across the program. To aid in communication efforts, Management may send out important information by either utilizing Animal Care's Employee email distribution list or including updates/announcements in the AC Newsletter sent via email to all Animal Care Employees. The Parties recognize that it is the Employee's responsibility to read all emails, to include the AC newsletter, and to be aware of any updates published in such. The Parties recognize that email is not the only means of communications, and there will be information that is disseminated through other means.

Section 5 – Information Sharing

The Parties agree to share information as appropriate and where available.

- A. The Employer agrees to share with the Union the following information on a regular basis that pertains to or may impact bargaining unit employees, as permitted by confidentiality clauses:
 - 1. Lawsuits that will result in a change which impacts the operations and conditions of employment for bargaining unit employees.
 - 2. Any proposed rule changes or bill proposals
 - 3. AWA and HPA enforcement actions pertaining to licensees and registrants to include:
 - a. DOJ complaints or OIG complaints and audits based on legal and confidentiality restrictions.
 - b. IES investigations
 - c. 7060s issued or being investigated
 - d. Settlement agreements
 - 4. Deployment of significant inspection database (e.g. eFile) updates that will impact the field.
 - 5. Any new SOPs or revisions to SOPs that impact the bargaining unit per 5 U.S.C. §7114.
- B. The Employer will notify bargaining unit employees prior to the release of all stakeholder messages to include: Emails, letters, announcements, and postings on the Animal Care website.
- C. The Employer will notify the Union of OIG audits that impact the bargaining unit.

Section 6 – Training

The Parties recognize that training in cooperative Labor-Management relationships, such as interest-based bargaining, conflict resolution, alternative dispute resolution techniques, and communications skills, will be beneficial for future cooperation between the Parties.

Section 7 – AWO SharePoint Sites

The Parties agree that the AWO SharePoint site that is utilized by bargaining unit employees has become an essential resource for conducting mission critical work. In keeping the AWO SharePoint site current, both Parties agree to create a team of employees to provide feedback that will help Management maintain the SharePoint site. The team may consist of up to two (2) management representatives, one (1) Union Official (or designee), and one (1) bargaining unit employee. The bargaining unit employee will be selected by the Union.

Allowing management representatives and bargaining unit employees to work together on the AWO SharePoint site will ensure the content and usability are adequate for the end users.

Section 8 – Inspection Database

- A. The Employer recognizes that having a functioning database for all employees is important.
- B. The Employer will ensure the database (e.g. eFile) that is used by the bargaining unit employees provides for all the functionalities that are required by bargaining unit employees to complete their assigned duties. In the event the database updates/changes are out of Management's control or budgetary allowances, management will provide some other means for bargaining unit employees to complete their assigned duties.
- C. The Parties recognize the importance of getting input from all units regarding the functions and usability of the database as it relates to bargaining unit employees. A combined team of management representatives and bargaining unit employees, on a voluntary basis, will be involved in discussions about changes to the database that will impact the bargaining unit employees.
- D. The Union will have pre-decisional involvement on proposed changes to the database. One (1) bargaining unit employee will be included as a member of the Inspection Database (e.g. eFile) Data Governance and Technology Board. The Union will be notified of all Animal Care directed changes to the database that will impact bargaining unit employees.

Section 9 – Benefits Program

The Employer agrees to keep the Union informed about changes to bargaining unit employee benefit programs and/or changes to law, department or government regulation that impact these programs such as family leave, subsidized childcare, and transit vouchers. Periodic updates may include information on the progress of development and proposed deployment timeframes.

Section 10 – Meeting Notes

Either party may keep its own notes during any Union Management meeting.

Article 7 – Official Facilities

Section 1 – Government Equipment and Electronic Communication Systems

- A. Government equipment may be used for Union representational activities provided there is minimal cost to the Employer from such use.
- B. The Employer will provide private space, as available, for confidential discussions between a bargaining unit member and a designated Union representative, when the meeting is held in accordance with the terms and procedures articulated in this Agreement.
- C. Union officials will be authorized to use government electronic communication systems (computers and cell phones) for representational purposes and to communicate with Management, Union officials, and members of the Bargaining Unit. Use of communication systems will be consistent with applicable Employer policies, procedures, and any other laws and regulations governing such systems, and may not interfere with mission activities. The Parties agree that communications will be professional. The Parties recognize that government electronic communication systems are property of the government, and there is not reasonable expectation of privacy when using such systems.
- D. The Employer will send an annual notice to bargaining unit employees reminding them that there is not an expectation of privacy in usage of Agency equipment in regards to internal security practices. The reminder notice will include the following information:
 - 1. Any monitoring of employees' government equipment will be in accordance with established protocols and applicable laws and regulations, for legitimate reasons such as but not limited to suspicion of wrongdoing.
 - 2. APHIS reserves the right to either randomly or systematically monitor use of Agency owned electronic communication devices.
 - 3. The Agency's actions will be consistent with both the applicable laws and regulations to provide a secure channel for protected disclosures.

Section 2 – List of Employees

On a quarterly basis, the Employer agrees to furnish to the Union, at the appropriate level, an up-to-date list of employees in the organizational unit showing name, position, title, grade, Bargaining Unit Status code, Fair Labor Standards Act code, state, name of supervisor, and employee work email address.

Section 3 – Government-Owned or -Leased Transportation

- A. A Union representative performing union representational functions on official time may be approved to use Government-owned or -leased vehicle (GOV) provided:
 - 1. A GOV is available, and
 - 2. The Union representative has made reasonable efforts to resolve the matter through the use of current communication technologies.
 - 3. The Employer has determined that such use is reasonable and necessary for a representational function.
- B. Use of GOVs will be congruent with USDA APHIS policies.
- C. Travel and per diem are not entitlements under 5 U.S.C. Chapter 71 or automatically authorized when on approved official union time. Travel will be requested and approved prior to its commencement pursuant to applicable governing requirements (that is, Federal Travel

Regulations or other governing regulations/policies).

- D. Employees who are performing representational functions as specified in Article 5 – Union Rights and Representation and the designated Union representatives may be authorized travel and per diem, when appropriate to provide effective representation.

Section 4 – Copies of Agreement

The Employer will furnish, by e-mail, one (1) electronic copy of this Agreement to each employee upon its implementation. The agreement will also be posted in an electronic format on the agency's internal SharePoint site - the location may be negotiated by the Parties. Employees may download and print a copy for their use utilizing government equipment and office supplies. Employees may also utilize their government purchase card to print a copy at a local print shop. The electronic posting will be compliant with Section 508 of the Rehabilitation Act and any applicable agency policies and security requirements for use of its SharePoint site.

Article 8 – Orientation of New Employees

The Parties are committed to orienting new employees to their new work environment in such a way as to offer them the maximum potential for success.

Section 1 – Notification

The Employer will notify the Union's President or their designee of new bargaining unit employees via e-mail along with the date of the orientation. The notification will include the employee's name, organizational assignment, telephone number (if available), email (if available) and reporting date. Notification of the Union will occur as soon as the reporting date is known.

Section 2 – Collective Bargaining Agreement

New employees will be provided a copy of this agreement and a list of current Union officers and stewards during new employee orientation.

Section 3 – Orientation Meeting

The Parties agree that one Union representative may use up to sixty (60) minutes of official time from 11:00AM to 12:00PM ET on the Monday of the Employer's orientation session in Section 1 above. If a Union representative is unavailable for the standing time, the presentation will be moved to the afternoon of Tuesday or Wednesday in the Employer's orientation session as the schedule allows. The Union will be responsible for coordinating the alternate time prior to the orientation session when a representative is unavailable.

Article 9 – Official Duty Station

Section 1 – General

The Employee's residence shall serve as the Official Duty Station (ODS).

- A. Employees are required to live within the territory in which they are assigned. Employees shall have a maximum of sixty (60) days with prior management approval, to relocate into their assigned territory.
- B. In case of an emergency or special circumstances as determined by management the Employee may be authorized to temporarily report to a USDA office within their territory.

Section 2 – Equipment & Inspection Tools

- A. Management shall provide at minimum:
 - 1. Specialized ergonomic furniture and assistance devices based on Federal Occupational Health ergonomic evaluations and reasonable accommodations requests.
 - 2. Standard Office Equipment:
 - a. Laptop Computer
 - b. Portable printer & printer cables
 - c. Power supplies, mouse, keyboard, docking station (model dependent)
 - d. Smart Phone (e.g. iPhone), employees may request a phone case and charging block.
 - I. The employer will work with the bargaining unit employee to select a carrier from the available contracted options that will meet the business needs within the employee's geographic region.
 - e. MiFi, or similar hot-spot device, for job related internet access.
 - f. Shredder (upon request)
 - g. Surge protector and extension cord
- B. Bargaining unit employees are able to request the following optional equipment:
 - 1. From their supervisor:
 - a. One monitor
 - b. Headset and/or speaker
 - c. Webcam, if not built into the laptop
 - d. Additional docking station
 - e. GPS device
 - f. External memory reader/writer
 - g. HDMI Adaptor
 - 2. Upon approval of the Deputy Administrator or their designee:
 - a. Second monitor
 - b. Other devices above the standard and optional equipment
- C. Management will provide the following Inspection/Field Equipment:
 - 1. For Animal Welfare Act (AWA) Employees:
 - a. Mini-temp thermometer
 - b. Hand-held weather instrument
 - c. Tape measure
 - d. Flashlight
 - e. Binoculars
 - f. Point and shoot camera with video capability, camera case, adequate memory card,

- power supply, & extra battery
- g. Power bank, upon supervisory approval
- h. Animal Care's Safety & Health Specialist will post First-Aid Kits approved for purchase on the Safety and Health SharePoint site. Employees may utilize their Purchase Card to obtain one (1) approved first aid kit and will store it in the Government Owned Vehicle (GOV). When items within the kit, or the entire first aid kit, need(s) to be replaced the employee will obtain approval from their supervisor.
- i. Bite and Scratch Kits
- j. Government Purchase Card
- 2. For Horse Protection Act (HPA) employees (unless already provided above), additional equipment may be provided as needed:
 - a. Video capability with case, memory card, microphone, and power supply.
 - b. Flashlight
 - c. Smart Phone (e.g. iPhone), employees may request a phone case and charging block
 - d. Powerbank
 - e. Laptop computer
 - f. Iris scanner (Designated HP employees)
 - g. Extension cord (Designated HP employees)
 - h. Hoof tester and pick (Veterinary Medical Officers (VMO's) only)
 - i. Digital Radiographs (Designated VMO's only)
 - j. Thermograph (Designated VMO's only)
 - k. Ultrasound equipment (Designated VMOs only)

Section 3 – Government Owned/Leased Vehicles

- A. The Employer will provide a government owned or leased vehicle with an associated fleet card for all expenses related to the vehicle to all full-time bargaining unit employees.
- B. The vehicle will be appropriate for the terrain of the territory assigned to the employee. In the event a vehicle is issued that is not appropriate, the Employer agrees to work with the employee to switch vehicles when needed.
- C. The Employee may not be expected to house more than one government-owned/leased vehicle assigned to the employee at their residence at one time. When a new vehicle is received, the old vehicle may be parked at a different location (e.g. USDA facility) identified by the employee and coordinated with the Fleet Specialist for vehicle storage/sale/disposal by the Agency. Management will pay for any fees for parking a government owned vehicle at an employee's residence (e.g. HOA, apartment complex, parking garage) upon individual review by the Fleet Team and approval by the AC Management Team.
- D. The Employer recognizes the safety concerns of employees disposing of government owned/leased vehicles from their home; therefore, the Employer will facilitate the discussion with all potential buyers and the facility housing the vehicle for all intermediate steps. The employee will provide vehicle information and pictures to the Fleet Specialist and will respond to additional questions timely.
- E. Government Fleet Cards

The Employer will provide a government fleet card for expenses related to the GOV. Government owned vehicle repairs and purchases will be made in accordance with the Marketing and Regulatory Programs (MRP) Fleet and Non-Fleet Charge Card Program Oversight Guide. Government leased vehicle repairs and purchases will be made in accordance

with the GSA Lease Vehicle and Purchase Guidelines.

Section 4 – Replacement/Updates for IT Equipment

A. Computer/Printer/Camera

Management will provide updated computers and software based on the lifecycle replacement managed by the Employer. Additional IT equipment (e.g. printer(s) and cameras) will be replaced as needed to perform job functions.

B. Smart Phones

Management will provide new smart phones based on contract stipulations with the cell phone carrier. Employees may contact the RMS Admin Team for equipment failure, updates and coverage concerns.

Section 5 – Change in ODS (within Territory)

The Parties recognize that the official duty station is the management-approved location where employees regularly perform their official duties. If an employee physically reports to the employing Mission Area, agency, or staff office official worksite at least twice in a bi-weekly pay period, the employing Mission Area, agency, or staff office official worksite will be designated as the employee's official duty station. If the employee's work involves recurring travel or the employee's work location varies (mobile work) on a recurring basis, the official worksite is the location where the work activities of the employee's position of record are based, as determined by the employing Mission Area, agency, or staff office, subject to the requirement that the official worksite must be in a locality pay area in which the employee is required to regularly perform work.

A. A permanent or temporary change in ODS within the territory may be considered under the following circumstances:

1. Included but not limited to:

- a. Care for a family member with a health crisis;
- b. Recovery from a personal health crisis;
- c. Move to facilitate reasonable accommodations;
- d. Relocation of a partner/spouse;
- e. Or another significant life event.

B. Other significant factors that may be considered:

1. Confirmation that proposed Change in ODS is within the employee's assigned territory or work area (if applicable), change in locality pay if applicable, appropriate travel distance to major airport and/or assigned facilities, and availability of high-speed internet.
2. The first level supervisor's certification that changing the duty station will not adversely affect territory coverage.

C. The Employee will request the change using form MRP 372 (Employee Application for Change in Official Duty Station), submitted to their supervisor.

D. Management will assess the request and may discuss with the Employee. Management will provide a written assessment of the request utilizing MRP 373 (Decision Document for Change in Official Duty Station), MRP 370 (Managerial Assessment Worksheet for change in Official Duty Station) and provide documentation of approval on MRP 371 (Change in Official Duty Station Agreement).

E. Denials may be grieved in accordance with the negotiated grievance process.

- F. In the Change in ODS toolkit, the employee will outline the timeline for relocation and return to work status.

Section 6 – Approval Process Timeframes

- A. Employees will submit all requests for a change in official duty station at least forty-five (45) business days prior to the proposed effective date of the move.
 - B. First line supervisors will complete their review and MRP 370 within ten (10) business days of receipt of the completed justification, MRP 371, and MRP 372. Should the supervisor be on leave when the package is submitted, the employee will submit their package to their second line supervisor (e.g. Assistant Director).
 - C. Director of Animal Welfare Operations – Ten (10) Business Days (AWO only)
 - D. Deputy Administrator – Twenty (20) business days
 - E. RMS/HR Team - Seven (7) business days from receipt of a completed package
- Total timeframe from initial request to completion of the SF-52 may take up to forty-seven (47) business days.

Section 7 – Change in Territory (Lateral Transfers)

- A. Territories that are vacated or become available will be announced in the weekly newsletter once the locations are known.

The posting in the weekly news will include:

1. The State
2. The SACS overseeing the vacant inspector territory
3. The departing employee name or identified as a new position.

Employees can locate past weekly newsletters on the AC SharePoint site

- B. Staff will submit a request for a lateral transfer to the HR Team (ac.rms@usda.gov) who will partner with the Director of AWO and the SACS. Requests will be accepted for the first seven (7) calendar days after announcing locations in the AC Weekly Newsletter released each Friday and held unless the vacancy announcement build by Human Resources Division (HRD) commences. The employee with the most seniority, meeting the eligibility and qualifications, will be the individual selected. The staff will follow the procedures outlined in the Change of Duty Station SOP. If the request for transfer is not approved, a written explanation regarding the denial will be provided on the Decision Document for Change in Duty Station (MRP-373).
- C. Animal Care will continue to consider requests for Changes in Duty Station up until the vacancy announcement is posted.
- D. If more than one person requests for a change of duty station to the same territory (lateral transfer), approval will be based on their seniority in Animal Care. Selections through USAJobs will be based on competitive status.
- E. The USAJobs vacancy announcement will continue to be electronically sent to staff the morning the announcement is published on USAJobs.
- F. Time allowed for the employee to relocate is negotiated between management and the employee, and the employee will typically report to their new duty station within four (4) to eight (8) weeks.
- G. Denials may be grieved in accordance with the negotiated grievance process.

Article 10 – Dress Code

Section 1 – Purpose

The purpose of this article is to establish an appropriate dress code while on official duty. All employees are expected to project a positive professional image when representing the agency in the performance of official duties.

- A. All clothing and/or accessories (i.e. shoes, hats, and outerwear) must be clean and maintained in good condition with no rips, tears or stains.
- B. Any USDA logo clothing worn must be purchased from the approved contracted vendor unless given by the Employer as a non-monetary achievement award.

Section 2 – Approved Clothing Options

When representing USDA, the following sections identify approved clothing:

- A. Tops: Collared shirts (long/short sleeved), polo shirts (long/short sleeved), or blouses (long/short sleeved) are authorized apparel. USDA logo tops will be purchased from the contracted vendor.
- B. Bottoms: Pants, dress slacks, khakis, or conservative shorts (that fall at or below the knee) are appropriate attire for the working conditions. Dark blue or black jeans of high quality with no evidence of holes or frays may be worn for inspections or internal meetings/conferences. For external meetings/business professional situations (ie. Meetings, research facility exit briefings, or outreach activities, as appropriate), appropriate business attire will be worn, such as a skirt that falls at or below the knee, pants, dress slacks, khakis, or other appropriate business attire.
- C. Footwear: Footwear that is appropriate for the facility and weather should be worn. All shoes worn must be closed toed. These could include boots, sneakers, or dress shoes. The Parties recognize that footwear is not part of the uniform allowance and will be purchased by the employee. Shoe coverings may be worn during inspections and are considered PPE items.
- D. Hats: Hats may be worn to offer protection from weather/sun. Hats shall be plain, non-logoed, or any of the hats offered from the contract vendor displaying the USDA logo.
- E. Outerwear: When weather dependent outerwear is required, logoed items may be purchased through the identified contracted vendor. If logoed outerwear is unavailable for purchase through the contracted vendor, employees may wear business appropriate items suitable for weather/climate conditions.

Section 3 – Uniform Requirements

When representing USDA, whether in-person or virtual, logo shirts are required apparel for: inspections, confiscations, horse protection events, outreach events, and industry meetings/conferences. While in travel status (during flights or commute) or when not performing the previous named duties, logo shirts are not required. Outside of these events, business casual attire is authorized. Business casual attire will not be purchased or reimbursed by the Employer.

If a bargaining unit employee has safety and/or security concerns about wearing the USDA logoed items to a facility or an area of the country, excluding horse protection events, the employee will contact their supervisor notifying them of the concern prior to conducting the inspection and/or traveling to the area. The supervisor will make the final determination on whether logo items will

be worn.

Section 4 – Obtaining USDA Logoed Items

The Employer will provide USDA logoed shirts.

- A. All USDA logo uniform items will be ordered from the identified contracted vendor. Items offered through the identified contracted vendor will include shirts appropriate for a variety of working conditions (for instance, long/short sleeved, casual/more formal, breathable material, color options). If the contracted vendor is unable to supply appropriately sized clothing, the employee may utilize the voucher process to purchase clothing that is substantially similar to what is being offered, but not in the employee's size, from an alternate vendor. The USDA logo is required to be affixed to the shirt and will be done through the contracted vendor.
- B. At least every two (2) years or as special needs arise, management will conduct a survey of all bargaining unit employees to solicit feedback on the current uniform options and to determine which items to add to or remove from the catalog. The Union will identify three (3) members of the bargaining unit outside of the Officers/Stewards to assist management in the development of the survey which will be based on purchase history and feedback from the bargaining unit. Management will utilize survey results to consult with the contractor to determine which options are available.
- C. Prior to offering new permanent options to employees, Management will conduct a pilot study based on availability of funds and the samples provided to test each new uniform item in actual working conditions and provide feedback which will be taken into account to determine whether the item should be added to the catalog. The Union will identify five (5) members of the bargaining unit outside of the Officers/Stewards to test the samples and Management will provide the samples to the identified BUEs. The identified BUEs will be responsible for testing the items and reporting back to Management within the timeframes established by Management.

Section 5 – Funding

Funding for the USDA logo items will be provided by the Employer on an annual basis through an account on the vendor website. Each employee will be allotted funds at the beginning of the fiscal year and if not spent, will be removed from the account for agency use prior to the end of the fiscal year.

The Parties recognize that allotments are contingent upon funding availability (for example Continuing Resolution or an approved fiscal budget).

- A. Initial startup funds for new employees will be \$500 for items purchased through the identified contracted vendor.
- B. Once an employee is onboarded, annual funds will be set at a threshold of \$300.
- C. If an employee needs additional funds to maintain their uniform wardrobe, the employee will request funds, with a justification to their Supervisor and the Employer for approval. Request cannot exceed the annual threshold allotment of \$800.
- D. All USDA logo uniform items are considered accountable property and will be listed on the accountable property inventory. Disposal of accountable property will follow the Employer's guidelines.

Article 11 – Position Description and Classification

A position description documents the essential functions of a position, to include major duties, responsibilities, and supervisory relationships. The position description broadly describes major duties assigned and the nature and extent of responsibility for carrying out those duties, however, it does not spell out in detail every possible activity an employee may perform. The position description shall be reviewed periodically by the employee and supervisor to ensure accuracy.

Section 1 – General

Each employee shall have a position description (PD) that is accurate as to title, pay plan, series, and grade.

- A. Management agrees to follow the prevailing DR on Position Classification (currently 4020-511-001) in relation to Position Description Content.
- B. All major duties should be covered in the PD. “Major duty” is defined as a grouping of tasks that is series – or grade – controlling if they:
 - 1. Are a regular and recurring part of the job;
 - 2. Occupy a significant portion of the employee’s time.
- C. Duties that require special training, performance, or credentials that are necessary to perform the job may be reflected in the PD.
- D. Employee PDs may be reviewed annually by the employee and work supervisor, including during the performance evaluation process.

Section 2 – New or Revised Position Descriptions

- A. Management agrees to comply with the prevailing DR on Position Classification (currently 4020-511-001).
- B. When updating PDs, Management will comply with 5 U.S.C. Chapter 71. If pen and ink changes are made to PDs, the updated PD should be provided to the impacted employee(s) and the Union.
- C. When a new PD has been approved and classified or an existing PD has been reclassified, the supervisor and the employee will review and discuss the PD and how it relates to performance expectations.

Section 3 – Notification of Changes

The employer will provide formal notice to bargain over appropriate procedures and arrangements for employees as a result of a reclassification where a bargaining obligation exists.

Section 4 – Position Description Review/Classification Procedure

- A. In accordance with the prevailing DR on Position Classification (currently 4020-511-001):
 - 1. Grade controlling duties must occupy the majority of the employee’s time and be regular and recurring.
 - 2. If an employee has reason to believe that there are continuing differences between the work assignments and the PD which substantially affect the accuracy of the official PD, they should first discuss this with their supervisor. It is the supervisor who certifies the accuracy

of the content of the PD and they will be able to explain the assigned duties and responsibilities. If the supervisor believes the classification of the position should be reevaluated as a result of duties that have significantly and naturally evolved since the position was last classified or the position was initially classified, they can request, through the appropriate supervisory channels, for Human Resources Office (HRO) to conduct an audit/review.

- B. If the employee does not receive a written response within sixty (60) calendar days, they may submit a request for an update to ac.rms@usda.gov.
 - 1. Management agrees to comply with the prevailing DR on Position Classification (currently 4020-511-001). Management may consider the employees written and oral comments as a resource for reclassification justification.
- C. If the supervisor has certified the PD is accurate and the requested desk audit is approved, the results shall be discussed by the supervisor with the employee.
- D. When an employee requests a review following the Employer's establishment of a new PD, the supervisor may consider feedback from the employee prior to submission of the PD to HRO for classification.
- E. If the employee does not agree with the supervisor's assessment on the accuracy of the PD, the employee may file a classification appeal with the Director of Office of Human Resources Management (OHRM) Chief Human Capital Officer (CHCO).
- F. For all PD reviews resulting in a reclassification of a position, the Employer will provide the impacted employee(s) a copy of the reclassified PD and cover sheet within thirty (30) days of Animal Care receiving the completed reclassified PD from Classification.
- G. The employee may have Union representation during any discussions between the employee and supervisor or the Employer related to the review and classification. The role of the representative is to help the employee understand the process and articulate their duties.
- H. The Employer will comply with 5 U.S.C. Chapter 23 (Merit Systems Principles) including refraining from enacting arbitrary actions related to position classification.

Section 5 – Classification Appeal Procedure

An employee who does not agree with a classification decision will follow the appeals process (5 CFR §511). An employee may appeal classification at any time with either Marketing and Regulatory Programs (MRP) Human Resources, the Department (USDA), or may go directly to OPM. Employees may not submit concurrent appeals. Once an authority at any level has issued a decision to the employee, an appeal may not be initiated at a lower level.

Section 6 – Actions Following Reclassification at a Higher Grade or Series Change

In accordance with 5 U.S.C. §7106, the Employer has the right to assign work. As such, if a review of a position or PD reveals that there has been an accretion of duties, one of the following actions will be taken:

- A. If the Employer decides to promote the employee, they will be promoted at the beginning of the second pay period after the position has been classified at the higher level. In the event the promotion is delayed, the Employer will inform the employee of the reason for the delay and the pay period that the promotion will take effect.
- B. If the Employer decides to eliminate and/or redistribute the grade controlling duties, the employee will be advised in writing of this decision within fourteen (14) days of the completion

of the review, including a summary of the duties that are being removed.

- C. If the Employer temporarily needs the employee to perform these higher-graded duties, the employee will receive a noncompetitive temporary promotion not to exceed 120 days, if otherwise eligible. Such temporary promotion will be effective at the beginning of the second pay period after the decision has been made.

Section 7 – Actions Following Reclassification at a Lower Grade or Series Change

In accordance with 5 U.S.C. §7106, the Employer has the right to assign work. As such, if a review of a position or PD reveals that there has been a decrement of duties, one of the following actions may be taken:

- A. The assigned Classification Specialist will work with the supervisor to strengthen the job through the assignment of more difficult and complex work.
- B. Reassign the employee to a different, properly classified position at the employee's current grade level.
- C. If the reclassification will result in loss of grade or pay, a memorandum must advise the employee that they may file a classification appeal in accordance with policy.
- D. If the employee does not agree with the reclassification to a lower grade or series, the employee may grieve the accuracy of the PD in accordance with the agreed upon grievance process.
- E. Allow the existing employee to remain in the current PD under the condition of "incumbency only," abolishing the PD when the last employee unencumbers it, while filling all new vacancies using the reclassified version of the job/PD.

Note: If the position is required to be reclassified to the correct grade level as determined through the audit process, as such, the downgrade will normally take effect within the timeframes established in the prevailing DR on Position Classification (currently 4020-511-001).

Article 12 – Performance Management

Section 1 – Purpose

The performance appraisal is the determination of an employee's performance as it is measured against the standards which have been established; therefore, this determination is of vital importance to the employees and the Employer in fulfilling the responsibilities which have been entrusted to them by the Public.

The objectives of the performance appraisal are to:

- A. Improve both individual and organizational performance;
- B. Encourage constructive, honest and open communication between supervisors and bargaining unit employees about performance issues;
- C. Encourage bargaining unit employees to participate in assessing their own strengths and areas requiring further development; and
- D. Meet statutory and regulatory requirements concerning the Performance Management Program delegated by OPM within the Appraisal System approved and utilized by USDA.

Performance elements and standards must be consistent with the duties and responsibilities contained in the employee's position description. Management will seek employee input on the development of the performance plan, including elements, standards, and measures. Written standards will be given to employees within fifteen (15) days after entry into a position, change in position, or change in position responsibilities. Employees will not be evaluated on duties and responsibilities which they were not given the opportunity to perform.

Section 2 – Evaluation of Performance

- A. The Employer has determined that the evaluation of the employee's work performance, shall be made by means of elements and performance-based appraisals.
- B. This Article will be applied in a manner consistent with Chapter 43 of 5 U.S.C., 5 CFR §430, and OPM Performance Management Regulations.

Section 3 – Rating Cycle

- A. The Parties recognize that the current performance management system allows unlimited access to view performance standards. Employees will be provided with a copy of their performance standards through the performance management system. In the event performance standards are adjusted throughout the rating period the employee will receive electronic notice of the change within fifteen (15) days.
- B. Employees will have quarterly performance conversations, and receive an annual performance rating, except in unusual circumstances, in which case the rating period will not exceed fifteen (15) months. The shortest period of time for which employees can be rated is ninety (90) days.

Section 4 – Actions Based on Unacceptable Performance

A. Notification of Unacceptable Performance

If at any time during the performance appraisal period an employee's performance is determined to be unacceptable in one (1) or more critical elements, the supervisor must:

1. Notify the employee of the performance element(s) for which performance is unacceptable;

and,

2. The supervisor must inform the employee that unless their 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. Demonstration Opportunity (DO)

A Demonstration Opportunity is an opportunity to demonstrate performance at the fully successful level in any performance element, following the supervisor's observation of failing performance. In accordance with applicable laws, rules, and regulations, for each critical element in which the employee's performance is unacceptable, the Rating Official must afford the employee a reasonable opportunity to demonstrate performance at the fully successful level in the respective element(s). This includes but is not limited to:

1. A formal written notice of a DO providing up to thirty (30) days to the employee to demonstrate acceptable performance. If there are any changes to applicable law, federal rule or regulation, Executive Order(s), Office of Personnel Management or USDA Departmental Regulation, including applicable guidance, that affect the provisions of this Article either Party has the right to renegotiate this Article in accordance with Article 36 – Midterm Bargaining.
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. Interaction and feedback with the supervisor or a designated official regarding progress will be conducted on a weekly basis. The Parties agree that individual performance counseling sessions are designed to be a progress check with the employee to bring performance to an acceptable level.
5. Required progress reports will be documented in writing and a copy provided to the employee.
6. Such notice will specify in writing what the employee must do to bring performance to an acceptable level during the DO period and what assistance, as determined by the supervisor will be provided to the employee in this effort. Assistance may include but is not limited to: counseling, closer supervision, special resources, training, more frequent performance reviews, memoranda written to the employee explaining ongoing errors and how to correct them, assistance with organizing workload, and samples of acceptable work products.

C. Notice of Proposed Adverse Action

At the end of the DO period, if the employee's performance is still unacceptable, an employee whose reduction in grade or removal is proposed is entitled to:

1. Thirty (30) days advanced written notice that informs the employee of:
 - a. The nature of the proposed action.
 - b. The specific instances of unacceptable performance by the employee on which the proposed action is based.
 - c. The critical elements of the employee's position involved in each instance of unacceptable performance.
 - d. The right to represent themselves, be represented by the National Federation of Federal Employees (NFFE), an attorney, or other representative.
 - e. The right to make an oral and/or written reply within fifteen (15) days of the service date of the Proposal Notice.

D. Decision

After full consideration of the case, Management may remove, demote, or reassign the employee. The decision will be made by a different management official, of equal or higher level, than the official who proposed the action. The decision letter to an employee stating that action under this Article will be taken will inform the employee:

1. Of the option to appeal the action to the Merit Systems Protection Board (MSPB) if applicable or through the negotiated grievance procedure, but not both.
2. That the employee will be deemed to have exercised their option to raise the matter under one procedure or the other at the time the employee timely files a written grievance or files a notice of appeal under the applicable MSPB procedures.
3. Of time limits (number of days) to appeal under the negotiated grievance procedure and the MSPB appeals procedure.

Section 5 – Performance Plans

A. General

Planning performance is the process of developing performance plans that align individual performance with organizational goals. Focus will be placed on accomplishments rather than on activities. Performance plans document progress reviews and specify the elements and the standards on which employees will be rated.

B. Elements

Performance plans shall contain elements as required by the Office of Personnel Management and USDA.

The Employer has determined that the written elements will be:

1. Observable and/or demonstrable;
2. Objective
3. Measurable
4. Achievable
5. Reflective of performance expectations for work that is within the control of the individual employee.

C. Standards

Pursuant to 5 U.S.C. §4302, performance standards must, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria related to the position in question.

The Employer has determined the standards will be:

1. Reflective of the responsibilities and duties actually assigned to and expected to be performed by the employee, consistent with an accurate and current position description;
2. Defined at the “Fully Successful” level; and
3. Defined, whenever possible, in terms that measure:
 - a. Quality
 - b. Quantity
 - c. Timeliness
 - d. Cost-effectiveness
4. Recorded and reviewed by the employer. The standards will be available to employees to print for review and/or for retention.

D. Performance Plans

In developing performance plans, communication between rating officials and employees is

essential. Rating officials and employees should work together to jointly clarify how elements apply within the work environment so that there is a common understanding about the expectations for performance. The Employer and employee will discuss the plan in an attempt to avoid misunderstandings about the expected performance.

1. The Employer will:
 - a. Make every effort to use standardized performance elements and standards,
 - b. Engage employees during the process of establishing and documenting performance plans and ensuring employees understand what is expected; and ensure duties covered by performance elements are aligned with the respective employee's position description.
2. Employees will be:
 - a. Provided a maximum of seven (7) workdays to submit comments;
 - b. Allowed to meet with their Union representatives on regular time (TC-01) to discuss proposed changes;
 - c. Responsible for reviewing and acknowledging the plan in the system of record. At this stage employees will provide responses on the following items:
 - i. The employee's level of involvement in plan development;
 - ii. Whether the employee is electing to sign their plan; and
 - iii. If the employee will be completing an Individual Development Plan (IDP).
- E. New Assignments/Details: Employees permanently assigned to new positions or work units with different elements and standards or employees on details expected to exceed ninety (90) days will be issued a performance plan, normally within fifteen (15) days of entering the new position or starting the detail.

Section 6 – Assessment of Performance

A. Timing of Appraisals

1. Employees will receive performance appraisals annually. If the employee has not been on the performance plan for ninety (90) calendar days by the end of the appraisal period, the appraisal period may be extended to allow for a rating to be given. If no plan has been put into place by the end of the appraisal period then a rating cannot be given.
2. Employees will receive an appraisal when, within ninety (90) calendar days prior to the end of the performance year:
 - a. An employee's performance plan is significantly revised;
 - b. An employee resigns or transfers to a position outside USDA;
 - c. An employee is reassigned or promoted;
 - d. An employee's Rating Official leaves their position; or
 - e. There is any combination of the above.
3. Employees will receive an interim appraisal when:
 - a. They change from one permanent position (that they have been in for at least ninety (90) days) to another permanent position, or
 - b. At the completion of a detail that has lasted at least ninety (90) days. The interim appraisal will be issued within thirty (30) days of the change in position.

B. Appraising Performance

At the conclusion of the annual appraisal period, the rating official will:

1. Prepare a brief narrative when the employee fails to meet the fully successful standard for any element. The narrative will include examples of performance which fails to meet the

fully successful standard of performance. The employee will be assigned an overall summary rating unless they are on a DO, in which case the appraisal will be delayed until the DO ends; with the exception of instances where the appraisal is required for an acceptable level of competence determination.

2. Rate the employee on observed and/or documented performance. Each element should be rated separately based on actual performance, accomplishment, contributions, and results. Only an unsuccessful rating on a critical element may be sufficient justification for an unacceptable rating for overall performance.
 3. Take care to evaluate the employee against the position requirements, rather than against other employees.
 4. Make allowances for factors beyond the employees' control when applying performance standards. The Employer will take into account mitigating factors over which the employee does not have control. When rating employees or otherwise applying performance standards, an element will be shown as "not applicable" when the employee has not had an opportunity to perform.
 - a. Employees will not be held accountable for issues with technology or changes to the database when it impacts the ability to complete an assignment and data entry as required; provided the employee takes all recommended actions to attempt to correct the identified deficiency.
 5. Not rate Union Officials based on their representational work (Union duties). Employees shall only be rated on Animal Care/APHIS assigned work.
 6. Authorized time spent performing collateral duties and Union representational functions will not be viewed as a negative factor when evaluating performance.
 7. Meet with the employee and discuss the appraisal and at the employee's request, explain the basis for the rating. The Employer will provide evidence used to support the unacceptable rating.
- C. Employees
1. May use regular base pay (TC01) time to prepare a self-appraisal or other documentation of accomplishments, if the employee chooses to do so.
 2. Will be provided a minimum of five (5) days to review the appraisal and provide written comments to the rating official provided the appraisal deadline is not exceeded.
 3. Will be responsible for viewing and acknowledging the final appraisal in the system of record.
 4. May meet with their Union representatives on regular TC01 time to discuss the appraisal and comments to be provided to the rating official. The Employer agrees to consider the comments of employees before issuing a final rating of record.
 5. May print a copy of their appraisal after the final rating is issued.

Section 7 – Grieving Appraisals

- A. For an employee grieving their rating of "Unacceptable" the Employer must provide documentation to support the rating. The employee must provide documentation to support the dispute.

- B. An employee who wishes to dispute a performance rating of “Unacceptable” under this article may do so utilizing either the negotiated grievance process or other appeal procedures allowed by law or regulation, but not both.
- C. When a grievance is resolved and changes are directed or agreed to, a new appraisal will be prepared reflecting the change(s). It will become the rating of record to be retained by the Employer in the employee’s performance file. The grieved appraisal will be removed from all files other than the grievance file. If the grievance is denied and the appraisal is sustained, the grieved appraisal will become the current rating of record and retained in any file where it is maintained pursuant to law and regulations.

Section 8 – Progress Reviews

- A. Review of performance to determine progress and problems are a normal part of supervision and should occur throughout the appraisal period.
- B. Quarterly conversations will be used for employees to discuss their performance with their supervisor. During these conversations, the employee will be advised by their supervisor whether or not they are successfully performing each of the elements in their performance plan. In the event an employee is not at a “fully successful” level, the supervisor will advise the employee of any concerns and what the employee needs to do to improve.

Section 9 – Record Keeping

The current official copies of the performance plan and any other supporting or related documentation concerning performance management shall be maintained by the Employer. This information shall be safeguarded and released only for the purposes pursuant to applicable statutory law and regulation. Employees may review their performance plan, performance rating and quarterly conversations by accessing the applicable online system.

Article 13 – Merit Promotion & Hiring Procedures

Section 1 – Promotion Policy/First Consideration

- A. This Article provides procedures to give consideration to all employees for advancement opportunities. The Employer will apply the principles and policies of equal employment opportunity and incorporate priorities identified in the USDA’s Diversity, Inclusion, Equity and Accessibility Plan.
- B. Displaced or surplus employees covered by the Career Transition Assistance Plan Program (CTAP) and Interagency Career Transition Assistance Plan (ICTAP) in effect on the effective date of this agreement must be given selection priority pursuant to 5 CFR §330.
- C. The Employer has the right to use all sources, recruitment flexibilities and special hiring authorities authorized by the Office of Personnel Management (OPM) to fill vacancies.
- D. Employees eligible for the Reemployment Priority List (RPL) will be given placement priority in accordance with 5 CFR §330.

Section 2 – Career Ladder Promotions

All career-ladder promotions shall be done in accordance with this Agreement and in accordance with applicable laws and regulations, including 5 CFR §300.602, §300.604, and §335.104. A career ladder promotion is a promotion to the next higher grade level to which an employee advances without competition, up to the full performance level (FPL) of their position upon demonstrating the potential to perform at the next higher level. Absent administrative error, an employee in a career-ladder will be promoted on the first full pay period.

The Parties recognize that career ladder promotions are not guaranteed. Absent unforeseen administrative challenges, an employee will be promoted at the beginning of the first full pay period after all below requirements are met:

- A. The employee becomes minimally eligible to be promoted after meeting time-in-grade (52 weeks for full-time permanent bargaining unit employees, or 260 days for permanent or temporary intermittent employees) and qualification requirements; and
- B. The employee is certified as demonstrating the potential for satisfactory performance at the next higher level. In this regard, the supervisor must make this determination prior to the date the employee is minimally eligible to be promoted; and
- C. The employee’s current performance appraisal record is at the “Fully successful” level.
- D. The supervisor must determine if the employee will be promoted prior to the date the employee is minimally eligible to be promoted. When an employee’s career ladder promotion will be delayed, the supervisor will notify the employee in writing and explain what the employee must do to achieve their career ladder promotion. This written notice should be provided sixty (60) days in advance, whenever possible and no later than ten (10) days prior to the date the employee is minimally eligible to be promoted.
- E. The proposed effective date for the SF-52 will be the earliest eligibility date.
- F. Bargaining unit employees should ask their supervisors at least two (2) pay periods prior to the date the promotion is due as to whether the paperwork has been submitted. The bargaining unit employee will receive an eTracker notification when the request for personnel action has been submitted.

Section 3 – Types of Actions

The types of personnel actions that are covered and not covered by this Article are outlined in 5 CFR §335.

Section 4 – Minimum Area of Consideration

For Merit Promotion announcements the area of consideration will be agency-wide and nationwide.

Section 5 – Vacancy Announcements

The Employer will utilize the government mandated automated system for all competitive vacancies and applications within the bargaining unit.

A. Vacancy announcements will:

1. Be posted for five (5) business days and over a weekend, for a total of seven (7) days minimum; and
2. Include the closing time on the last workday; e.g. 11:59 eastern time, unless there is an application cap; and
3. Be extended when Management determines it is necessary.

B. Announcements will be posted electronically on USAJobs and disseminated to all employees by electronic mail the morning the vacancy opens.

C. A copy of each amendment and/or cancellation will be provided to all employees at the time of its issuance. Management will inform the Union of the number of selections for bargaining unit vacancies filled and not filled. If Management decides not to fill a previously posted bargaining unit position, the Union will be informed.

D. Announcements shall contain the information required by 5 CFR §330 and DR 4030-335-002, Merit Promotion and Internal Placement. Additionally, the announcement will include the optional information of the bargaining unit status identifying NFFE Local 2021 and the Union's shared email mailbox address NFFE2021.acunion@usda.gov.

Section 6 – Application Procedures

A. Employees who wish to be considered for an announced vacancy must apply by submitting all application materials in accordance with the instructions in the vacancy announcement.

B. If applications are being accepted from noncompetitive applicants, they should apply using the online system. Their score on the assessment tool will only be used if it is determined the person is required to compete.

Section 7 – Minimum Qualifications

A. MRP Human Resources Division will review the employees' application package to determine if the applicant meets the minimum qualification and eligibility requirements for the position, as stated in the vacancy announcement.

B. Employees must submit a complete application and meet all of the eligibility and qualification requirements as stated in the vacancy announcement by the closing date of the announcement in order to be considered basically eligible.

C. All applicants will be notified as to the status of their application.

Section 8 – Assessment Methods

- A. Evaluation criteria are established using the position description and relevant subject matter expertise to determine job related questions.
- B. The Employer will utilize the assessment methods outlined in the Animal Care Recruitment SOP (effective Date August 24, 2020).

Section 9 – Ranking Applications

- A. All applicants are rated on the extent and quality of experience, education, and training relevant to the duties of the position using a variety of assessment methods that uphold and promote the laws, regulations, and policies of merit selection (5 U.S.C. §2301 and §2302).
- B. Before any certificate can be issued to the selecting official, the resume is reviewed by an HR Specialist to assure that minimum qualification and eligibility requirements are met.

Section 10 – Determination of Best Qualified

Best-qualified candidates are those applicants who receive the highest ratings above a discernable level in the evaluation process. Merit Promotions and Direct Hire authority vacancies do not have the best qualified list, all eligible applicants are referred.

Section 11 – Promotion Certificate

- A. The promotion certificate(s) will remain valid for ninety (90) days from the date it was originally issued. In the event an identical vacancy (same grade level and job series) occurs within the original area of consideration during the ninety (90) day period, the certificate(s) may be used to fill the subsequent vacancy(s) without advertising the subsequent vacancy.
- B. The selecting official will make a decision to select a candidate as soon as possible but not later than ninety (90) days from the date of issuance of the list of candidates.

Section 12 – Information Available to Employees

Upon request from the employee, the selecting official will individually discuss areas where an employee can improve as a candidate. This discussion is not a basis for a grievance, absent prohibited personnel practices.

Section 13 – Miscellaneous

A candidate's leave balance will not affect the selection consideration as a selecting official has no access to this information.

Section 14 – Remedial Actions

Violations of 5 CFR §335 as it relates to career ladder promotions will be remedied in accordance with the provisions of this Agreement and applicable law.

Section 15 – Within-Grade Increases (WGI)

- A. Pursuant to 5 U.S.C. §5335, an employee will receive a within-grade increase subject to completion of the appropriate waiting period and a determination that the employee's work is

of an acceptable level of competence. Such determination must be made upon completion of the waiting period.

- B. When the immediate supervisor or their designee determines that an employee's performance is not at an acceptable level of competence, the negative determination shall be communicated to the employee in writing and shall:
 - 1. Set forth the reasons for any negative determination and the respects in which the employee must improve their performance in order to be granted a within-grade increase.
 - 2. Inform the employee of their right to request that the appropriately designated agency official reconsider the determination under uniform procedures prescribed by the Office of Personnel Management.
- C. When a within-grade increase has been withheld, an agency may, at any time thereafter, prepare a new rating of record for the employee and grant the within-grade increase when it determines that the employee has demonstrated sustained performance at an acceptable level of competence. However, the agency shall determine whether the employee's performance is at an acceptable level of competence after no more than fifty-two (52) calendar weeks following the original eligibility date for the within-grade increase and, as long as the within-grade increase continues to be denied, determinations will be made after no longer than each fifty-two (52) calendar weeks.
- D. A within-grade increase shall be effective on the first day of the first pay period following completion of the required waiting period and in compliance with the conditions of eligibility.
- E. When an acceptable level of competence is achieved at some time after a negative determination, the effective date is the first day of the first pay period after the acceptable determination has been made.

Article 14 – Awards and Recognition Program

Section 1 – Purpose

The Employer's Awards Program provides managers, supervisors, peers, and colleagues a means to recognize sustained performance, outstanding accomplishments and/or noteworthy service while performing official duties.

The Parties agree that substantial benefits can occur through energetic sponsorship and maintenance of an awards program and those awards will be distributed in a fair and equitable manner to qualified employees. The Awards and Recognition Program is designed to encourage all employees to share actively in improving government operations; enhancing productivity and creativity; and achieving personal job satisfaction through providing timely recognition to those whose job performance and adopted ideas benefit the government and are substantially above normal job requirements.

Section 2 – Policy

The Program shall be administered in accordance with applicable laws, rules, regulations, agency policies and guidance, and the provisions of this Agreement. The Employer will provide the Union with a copy of the current agency policies and guidance or their location on the agency website.

- A. It is the Employer's responsibility to administer a progressive, sound, and equitable awards program in accordance with OPM regulations. The Parties agree that the Program will strive to maximize awards subject to budgetary limitations.
- B. The Parties agree that when an employee, supervisor, or manager recommend an employee for a specific award, the recommended award will follow the awards scale in the DR 4040-430 Performance Management and Awards.
- C. Awards will be dispensed at the time of the achievement and will not be held until the end of the review period. When an Employee is approved to receive an award, the award will be submitted for processing within six (6) weeks, unless there are extenuating circumstances.
- D. There is no limit other than the limits imposed by law, regulation, or department policy on the number of awards that an individual employee may receive or the frequency with which they may receive awards.
- E. The Parties agree that the employee suggestion, incentive, and achievement award programs are beneficial to both the Employer and the employee.
- F. The Parties mutually agree that achievements that go beyond the employee's expected duties and responsibilities may receive emphasis in the awards program.
- G. The Parties agree that awards are discretionary and will be administered in accordance with DR4040-430. Awards may be granted for (a) exceptional performance, (b) exemplary accomplishment, (c) work that advances the quality, efficiency, economy, or other improvement of government operations, (d) excellence in customer service, (e) a suggestion/invention that advances USDA's mission/services, (f) achieving a significant reduction in paperwork, or (g) a special act or service in the public interest in connection with, or related to the employee's official employment.
- H. Award determinations will be made taking employee's preference into consideration when expressed, if possible. The Employer will consider the following:
 - 1. Type of award applicable in accordance with rules, laws, and regulations
 - 2. Appropriate recognition of the quality and/or complexity of the employee's work.

Section 3 – Availability of Information

The Employer will, upon written request, provide to the Union, no more than twice a year (mid-year and at the end of the year), a list of awards presented which will include: the effective date, type of award(s) and the amount(s) (if applicable), Bargaining Unit Status, and functional unit. Additional requests for award information will be sent as an information request following the statute.

Biannually, after the beginning of the FY and middle of the FY, the Parties will initiate discussions on the awards program with the intent of improving the program. The Parties may jointly choose to obtain reactions from bargaining unit employees, supervisors, or managers. The Parties agree that, no later than the second LMF following the distribution of the awards data, the Parties will add awards as a topic to the agenda. Either Party may elect to utilize the facilitation services of the FMCS.

Section 4 – Types of Awards

The Awards and Recognition Program allows for the acknowledgment of contributions that lead to achievement of organizational, team, or individual results through the use of monetary awards, non-monetary recognition, and honor awards.

- A. Monetary awards are cash awards which may be granted to employees for a particular accomplishment, such as (but not limited to): achieving organizational results; providing quality customer service; dedication, innovation, and/or team participation; superior contribution on a short-term assignment or project; fostering partnerships; promoting diversity; ensuring safety in the work place; an act of heroism; scientific achievement; or significant cost savings. Dollar amounts are determined by the values of the benefit and application of contribution to the Animal Care, Agency and/or department mission or goals.

Examples of awards for bargaining unit employees could include:

1. High number of AWA inspections of registered/licensed facilities for routine, re-license, and pre-license inspections.
2. Working with highly complex facilities that have gone into investigations, confiscations and animal relinquishments that demonstrate the benefits the employee has made toward animal welfare for the animals at those facilities.
3. Bargaining unit employees that are willing to routinely travel outside their designated territory and willing to assist with facility inspections not assigned to them.
4. Employees who are assigned to oversee vacant territories to ensure inspections, complaints, and pre-license/relicense calls do not get overlooked/missed.
5. Speaking at breeder meetings, colleges, stakeholder events or conferences to further educate about the AWA and HPA work towards gaining compliance.
6. Taking on additional duties by serving on a team such as CRDAC, Safety and Health, species specific (bears, birds, NHP, guinea pigs, etc) teams, being a field trainer or mentor that promotes the mission of AC.
7. Cross utilization and assisting with other units such as PS, RMS, Center for Animal Welfare.

Types of monetary awards include:

1. Achievement Award
 2. Quality Step Increase
 3. Time-off Award
- B. Non-monetary Recognition are awards which may be granted to employees to recognize superior accomplishment of regularly assigned duties; exceptional achievement of project goals; noteworthy accomplishments over a sustained period; or specific contributions to the organization mission, etc.
- C. Length of Service Award
Employees will be recognized in 5-year increments for their length of Government service. A length-of-service award will include a lapel pin or charm (or equivalent), or a commemorative challenge coin and certificate.
1. The Employer will provide the award within three (3) months of meeting the milestone.
 2. The Employer will recognize the employees, with their permission, for their time in service in the AC Weekly Newsletter.
- D. Safety and Health Awards
Employees may be nominated for awards, including Agency level awards, relating to safety and health achievements (e.g. Defensive Driver Award, Individual Achievement Award, Special Achievement Award, Leadership Award, Group Achievement Award, DASHO Award and Administrator's Award).

Section 5 – Notification of Awards

- A. For internal awards: The Employer agrees to notify the employee by email about an award once the AD-287-2 (Recommendation and Authorization of Time-off Awards) form has been completed and approved by the certifying and authorizing official.
For external awards: The Parties recognize that awards received from outside Animal Care are not within AC's control and management may not have access to the award information to provide notification.
- B. For awards within AC, the Employer will provide documentation of the following:
1. A copy of the signed AD 287-2;
 2. Who nominated the employee for the award; and
 3. The dollar amount of the award or hours of time-off awarded. For non-monetary awards a note from the nominating official will be included with the shipment.

Section 6 – Awards and Recognition

- A. Managers and supervisors are encouraged to give group awards for collaborative efforts.
- B. Employees are encouraged to recognize each other formally through the awards nomination process.

Section 7 – Awards Eligibility

- A. Team Participation
1. The Parties acknowledge that participation in special teams and/or committees is not a basic function of the job, and employees may be eligible for either individual or team awards.

2. The Employer must ensure that if individuals on the same team are nominated for an award that the award types or amount is commensurate to the time, effort, and level of participation exhibited by each employee. Note: Employees with pending administrative action and/or disciplinary action are ineligible to receive an award.

B. Union Officials

1. The Parties recognize that awards to Union Officials for performing representational duties are not appropriate. This does not preclude an employee who is part of a bargaining unit or Union official from receiving recognition, including cash awards, for special acts or for team involvement in partnership efforts as long as the work being rewarded is nonrepresentational.
2. The Parties recognize that a Union Official who serves the agency or a project task force as a representative of a partnership council or as a designee of Management, and not as a representative of the Union, is eligible to receive incentive awards consistent with the Federal Labor Relations Authority (FLRA) guidance (Office of General Counsel Memorandum, dated August 8, 1995, Duty to Bargain Over Programs Establishing Employee Involvement and Statutory Obligations When Selecting Employees for Work Groups, pp 6-8).

Section 8 – Award Training

Both parties recognize the need for training of supervisors and employees in support of the awards program. This training will encompass the various types of awards and recognition, the criteria for determining eligibility for nomination and selection, procedures for submitting nominations, approval authority levels, and review and approval process. Supplemental guidance materials are available on the HR Team’s public SharePoint site.

Article 15 – Leave

Section 1 – General

Annual leave and sick leave are benefits and accrue automatically. All leave will be scheduled, requested, approved, and used in a manner consistent with applicable agency policies, regulations, and laws. Employees have the right to use accrued leave and, the Employer has the right to approve or disapprove leave requests submitted by the Employee. Leave may be requested and approved in fifteen (15) minute increments. Denial of leave will not be used as a form of disciplinary action. The Employer will use discretion in disclosing the nature of an employee's absence.

Section 2 – Annual Leave

- A. Except in emergency situations and unforeseeable circumstances, employees must request and obtain supervisory approval before requested leave begins. Approval/denial of annual leave will be documented in WebTA or its successor. Administrative support personnel, timekeepers, or co-workers are not authorized to receive or approve employee leave requests. All leave requests in WebTA will be routed to the employee's designated supervisor or their delegate. If unavailable, the next level supervisor (Assistant Director) or other management officials may approve/deny the request.
- B. If requested, an employee may be granted accrued annual leave, leave without pay, or compensatory time off in the case of a death of a family member. A limited amount of sick leave may also be used (see 3B below). The Employer will make every effort to grant annual leave or leave without pay in case of death of other relatives or friends.

Section 3 – Sick Leave

- A. An employee who is absent due to unforeseeable illness or injury shall notify their supervisor or acting supervisor as early as practicable on the first day of such absence, or, if unable for a legitimate reason, as soon as possible.
Earned sick leave may be used when the employee:
 - 1. receives medical, dental, or optical examination or treatment;
 - 2. is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth;
 - 3. provides care of family members who are incapacitated by a medical or mental condition, or who attend to a family member receiving medical, dental or optical examination or treatment;
 - 4. provides care for family member with a serious health condition;
 - 5. makes arrangements necessitated by the death of a family member, or attends the funeral of a family member;
 - 6. would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by their presence on the job because of exposure to a communicable disease; or,
 - 7. must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activity necessary to allow the adoption to proceed.
- B. For sick leave, the definition of family member is found in 5 CFR 630.201b.

Section 4 – Parental Leave - Federal Employee Paid Leave Act (FEPLA)

- A. Federal Employee Paid Leave Act (FEPLA) amends the FMLA to provide up to twelve (12) weeks of paid parental leave to cover Federal employees in connection with the birth or placement (for adoption or foster care) of a child.
- B. FEPLA is substituted for unpaid FMLA leave and is available during the twelve (12) month period following the birth or placement. FEPLA is available to each employee-parent. Each employee has a separate entitlement to FMLA unpaid leave.
 - 1. Paid parental leave under Federal Employee Paid Leave Act (FEPLA) is limited to twelve (12) work weeks and may be used only during the twelve (12) month period beginning on the date of the birth or placement involved. Within these twelve (12) work weeks, paid parental leave is available as long as an employee has a continuing parental role with the child whose birth or placement was the basis for the leave entitlement.
 - 2. Under FEPLA, an employee may not use any paid parental leave unless the employee agrees in writing, before commencement of the leave, to subsequently work for the applicable employing agency for at least twelve (12) weeks. This twelve (12) week work obligation begins on the employee's first scheduled workday after such a paid parental leave concludes.
- C. Medically necessitated maternity/paternity leave
 - 1. Pregnancy and childbirth are treated like any other "serious health condition" as defined by 5 CFR §630.1202.
 - 2. A pregnant employee will be allowed to work as long as she and her health-care provider feel is wise, prior to delivery of the child. The maternal employee should consult her health-care provider regarding any working conditions that she or her supervisor perceives as potentially harmful. The Employer will make a reasonable effort to adjust working conditions when necessary, such as offering work that does not involve travel.
 - 3. The employee shall be entitled, upon return to the agency, to be returned to the same position or an equivalent position in accordance with 5 CFR §630.1210. However, the agency still retains the right to proceed with appropriate actions such as performance based reduction in grade and removal actions (5 CFR 4§32) or adverse actions (5 CFR §752).

Section 5 – Family Medical Leave

- A. By reference, the provisions of the Family and Medical Leave Act (FMLA) of 1993 as amended, and the policies of its implementing regulations (5 CFR §630 Subpart L) are incorporated into this Master Agreement. Key components of the Act are contained in Section 2, Sick Leave, Section 3. Parental Leave and this section.
- B. Eligible employees are entitled to a total of twelve (12) administrative workweeks of unpaid leave during any twelve (12) month period for one or more of the following reasons:
 - 1. The birth of a child or children of the employee and the care of such children;
 - 2. The placement of a child with the employee for adoption or foster care;
 - 3. The care of a spouse, child, or parent of the employee, if such a spouse, child, or parent has a serious health condition;
 - 4. A serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position;
 - 5. Any qualifying exigency arising out of the fact that the employee's spouse, child, 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. The Department of Labor FMLA forms WH380-E (for employees) or WH380-F (for family members) will normally be used and are adequate for medical documentation.
- D. An employee may elect to substitute paid time off for any or all of the period of leave taken as provided for in 5 CFR §630.1205.
- E. To be eligible, an employee must have worked for the Federal Government for at least twelve (12) months (all time worked is counted; it does not have to be continuous or consecutive) and, for temporary or intermittent employees, the employee must have worked at least 1,250 hours (paid leave and unpaid leave, including FMLA leave, are not included) during the twelve (12) months prior to the start of the FMLA leave.

Section 6 – Military Leave

- A. Military leave will be granted to employees who are members of the Armed Forces or a member of the National Guard in accordance with 5 U.S.C. §6323. Full-time employees will accrue military leave at a rate of fifteen (15) days on a fiscal year basis and part-time employees will accrue military leave at a prorated rate which is determined by dividing forty (40) into the number of hours in the regular scheduled workweek of that individual during that fiscal year. Military leave can be used for active duty or training including travel time.

On October 1 of each fiscal year, or upon first appointment in the fiscal year, the unused military leave remaining in the employees account from the prior fiscal year (not to exceed fifteen (15) days) plus the military leave to which the employee is entitled for the current fiscal year is credited to the employee's account. This gives full-time employees the potential for thirty (30) days of military leave during a fiscal year.

- B. If an employee is called to active duty/mobilized as a member of the National Guard or the Reserves and has used all their military leave, the employee may be granted leave without pay (TC-71 LWOP - Military Regular and/or TC-71 LWOP – Military Emergency), may be granted annual leave, or may use compensatory time at their request.

Section 7 – Excused Absence and Other Types of Leave

Weather and Safety Leave. Weather and Safety Leave may be granted by management, in accordance with 5 U.S.C. §6329c, 5 CFR §630, Subpart P, and consistent with the OPM Government-wide Dismissal and Closure Procedures. This type of leave may be appropriate when weather or other safety-related conditions prevent employees from safely traveling to, or safely performing work at an approved location due to an act of God, terrorist attack, or another condition which prevents an employee or group of employees from safely traveling to or safely performing work at an approved location.

Section 8 – Leave Without Pay

- A. Employees may be granted leave without pay (LWOP) upon request. The granting of LWOP is an administrative determination that requires prior management approval. Requests for LWOP will be duly considered by the Employer in accordance with applicable laws, regulations, and the provisions of this Agreement. Request for LWOP shall be made in accordance with HRDG 4630, Section E, subsection a (effective June 2, 2020).

- B. Leave without pay shall be granted upon request to disabled veterans needing medical treatment, examination, or absence from duty in connection with their disability, and to reservists and National Guard personnel for military duties, as outlined in Section 6 of this Article.
- C. Leave without pay may also be granted on an extended basis:
 - 1. For educational purposes;
 - 2. While awaiting action on a retirement;
 - 3. While awaiting action on an Office of Workers' Compensation Programs claim.

Section 9 – Advanced Sick/Annual Leave

Granting advanced sick leave or advanced annual leave in lieu of leave without pay will be examined in each individual case and may be granted in accordance with HRDG 4630.

Section 10 – Administrative Leave

- A. Administrative Leave (Admin Leave) is an authorized absence, without the loss of pay and without a charge to leave. Admin leave is granted for reasons determined to be in the Government's interests. It is used when an employee is not acting within the employer-employee relationship and is not subject to the control or responsibility of the Employer. Unless otherwise required by law or regulation, the granting of Admin Leave is solely at the discretion of the Employer and is not an absolute right allowed to an employee. Approval of requests for administrative leave will be made in accordance with applicable laws, regulations, HRDG 4630 and the provisions of this Agreement.
- B. Blood and Plasma Donation Program:

The Parties fully support the Blood and Plasma Donation Program, and to encourage participation, the Employer will generally allow employees who donate blood and plasma to take up to four (4) hours of administrative leave (TC-66 Blood Donation), subject to workload requirements and under the following guidelines:

 - 1. Employees must apply for the administrative leave in advance.
 - 2. The four (4) hour maximum is in addition to:
 - a. The time required for the actual donation and does not include the employee's uncompensated lunch break.
 - b. The time required to travel to and from the blood center.
 - c. Is to be used at the donation site.
 - d. The leave must be taken on the day the blood or plasma is donated.
 - 3. Employees must record the time they leave to donate blood or plasma appropriately in WebTA.
- C. Bone Marrow or Organ Donor:

An employee will be granted up to seven (7) days (fifty-six (56) hours) of administrative leave (TC 66 – Organ Donor) in a calendar year to serve as a bone marrow donor. An employee may be granted up to thirty (30) days each calendar year to serve as an organ donor. Scheduling of such leave will be requested in advance to the employee's supervisor.
- D. Registration and Voting Leave:

An employee may be granted up to four (4) hours of Administration Leave (TC 66) to vote, including travel time, in connection with each:

 - 1. Federal general election day, and

2. Election event (including primaries and caucuses) at the Federal, State, local (i.e., county and municipal), Tribal, and territorial level that does not coincide with a Federal general election day, including Federal special Congressional elections not held on the date of a Federal general election.
3. Employees must request administrative leave in advance and receive supervisory approval prior to its use. Scheduling of administrative leave is subject to a determination by the supervisor that the employee can be relieved of duty during the specific period without significantly impairing mission-essential operations.
4. Administrative leave may not be used during a non-workday or during overtime work hours outside the tour of duty established for leave charging purposes.

Section 11 – Parental Bereavement Leave (PBL)

- A. Parental Bereavement Leave (PBL) is a form of paid leave which entitles eligible Federal employees to two (2) workweeks (up to eighty (80) hours) of PBL in connection with the death of a qualifying child who is the employee’s son or daughter.
- B. To be eligible, the employee must meet the definition of “employee” in the title 5 FMLA provision in 5 U.S.C. §6381 at the time the child’s death. PBL is only available when the death of the child occurs while the parent is an eligible employee. The employee must:
 1. Be covered under the title 5 annual and sick leave program;
 2. Serve under a permanent or term appointment (i.e., employees serving under a temporary appointment of 1 year or less are not eligible);
 3. Have an established part-time or full-time work schedule (i.e., intermittent employees are not eligible), and;
 4. Have completed at least twelve (12) months of service as an employee (as defined in 5 U.S.C. §2105).
- C. Child as defined by HRDG 4630.
- D. The following categories are not eligible for PBL:
 1. Temporary employees serving under a temporary appointment of one (1) year or less.
 2. Intermittent employees.
- E. PBL may not be granted to employees:
 1. During furlough periods.
 2. During a period of suspension.
 3. Who are on leave without pay (LWOP) for service in the uniformed services. (Only the types of civilian leave specified in 5 CFR §353.208 may be used during service in the uniformed services.)
 4. During a period of separation from Federal service (i.e., PBL is only applicable to employees who are currently employed).
 5. Who have been found, by proper authority, to have deliberately caused the death of the child whose death gave rise to the potential entitlement. Any PBL that was provided to the employee prior to the finding of culpability must be retroactively canceled.
- F. PBL must be used during scheduled hours within the employee’s tour of duty.
- G. An employee is entitled to use sick leave for family care and bereavement purposes to make arrangements necessitated by the death of the employee’s child or to attend the child’s funeral. PBL is used for the broader purpose of bereavement and does not affect the accrual or balances of an employee’s other paid leave, including sick leave, or paid time off.
- H. Supervisors may require a written self-certification or death certificate to verify that the

requested PBL is being used for bereavement purposes. In any case where the need for leave is foreseeable (e.g., if taking the leave intermittently), an employee must provide advance notice, as practicable.

- I. PBL will be granted according to OPM CPM 2022-8 – Parental Bereavement Leave (April 1, 2022) and APHIS Human Resource Desk Guide HRDG 4630 - Absence and Leave - Section F - Subsection e.

Article 16 – Reassignments

Section 1 – Definition

Reassignment – a change of an employee, while serving continuously within the same agency, from one position to another without promotion or demotion. 5 CFR §210.102(b)(12)

Section 2 – Purpose

- A. Management may reassign employees to a position with different duties, for which they are qualified, to promote the efficiency of the service, or at employee request. Geographic relocation will be an action of last resort based on mission critical requirements.
- B. Any employee may submit a reassignment request to a desired work location for consideration when filling a similar vacant position. Requests will be considered, when vacancies are realized, and maintained for a period of one year or until the employee receives notification of the status of a vacancy; whichever is lesser. Submission of such a request will follow the process for the request of a change in ODS and include a personal statement to support the reassignment.
- C. Any employee may request a lateral transfer for reasons of personal hardship by submitting a written request, including any substantiating documentation to support the hardship. Staff will submit a request for a lateral transfer to the HR Team at ac.rms@usda.gov who will partner with the Director of AWO and SACS. Staff will follow the procedures outlined in the Change of Duty Station SOP. If the request for transfer is not approved, a written explanation regarding the denial will be provided on the Decision Documentation for Change in Official Duty Station (MRP-373).

Section 3 – Procedures

- A. Management agrees to give an employee who is undergoing a Management directed position reassignment requiring geographical relocation a minimum of thirty (30) days and a maximum of sixty (60) days' notice before effecting the reassignment. If the employee is unable to secure acceptable housing within sixty (60) days, due to circumstances beyond the employee's control, the relocation period will be extended in coordination with management on a case-by-case basis. Management agrees to give an employee undergoing a Management directed position reassignment that does not require geographical relocation a maximum of thirty (30) days' notice before effecting the reassignment.
- B. If the reassignment involves a change in duty station, outside of normal commuting limits of fifty (50) miles, the time allowed for the employee to relocate will be negotiated between management and the employee, and the employee will typically report to their new duty station within four (4) – eight (8) weeks. Employees are eligible for relocation costs as outlined in the Federal Travel Regulations. Relocation costs will be outlined in the notice, announcement, or reassignment letter.
- C. The Parties recognize that failure to report for duty at an employee's new directed reassignment may result in administrative action as outlined in the reassignment notice.

Article 17 – Details & Temporary Promotions

Section 1 – Definitions

Detail: A temporary assignment of an employee to a different position or set of duties for a specified period when the employee is expected to return to the employee's regular duties at the end of the assignment. An employee who is on detail is considered for pay and FTE purposes to be permanently occupying their regular position. Therefore, there is no change to the employee's grade or salary while serving on the detail (even though the duties associated with the detail opportunity may be classified at a higher or lower grade level than the employee's current position). Upon completion of a detail, the employee will be expected to return to their pre – detail position unless otherwise noted in the detail announcement.

Temporary Promotion: Temporary assignment of an employee to a higher graded position for a specified period of time, not to exceed one hundred twenty (120) days within any rolling fifty-two (52) week period, with the employee returning to their permanent position upon the expiration of this temporary action.

Section 2 – General Procedures

- A. The Employer may use details and temporary promotions to meet mission-related organizational needs.
- B. Employees who want detail opportunities and temporary promotions are responsible for notifying their supervisor in writing and obtaining supervisory approval. If the supervisor denies approval, an explanation of the denial will be provided to the employee in writing. Volunteering for a detail does not guarantee selection.
- C. The Employer will make every effort to seek volunteers through public announcement of the opportunity for a detail or temporary promotion prior to assigning an employee involuntarily.
- D. The Employer has determined that details and temporary promotions will normally start at the beginning of a pay period.
- E. Details or temporary promotions may be terminated due to performance, misconduct issues, and/or for cause at Management's discretion. If hiring is concluded prior to the end of the temporary promotion, the term of the temporary promotion may be shortened and eligibility for future temporary promotions will be calculated based on the length of the actual time spent in the position.
- F. Detail assignments, with no temporary promotion, will generally not exceed one hundred twenty (120) days.
- G. Detail assignments are not designed primarily to prepare employees for advancement or to fulfill specific qualification requirements for a position with known promotion potential but will be subject to competitive procedures per 5 CFR §332 for any position that includes temporary promotion in excess of one hundred twenty (120) days.
- H. Details to a Higher Graded Position: Detail assignments will only be done according to law, rule, and regulation.
- I. Details to the Same Grade or Lower: Merit promotion selection procedures do not apply when the detail is to a position of the same or lower grade and promotion potential as long as the employee meets eligibility requirements.

Section 3 – Records and Documents

- A. Details for periods exceeding ninety (90) days, the employee will be provided with a copy of the position description for the position they are detailed to and a performance plan indicating the critical elements of the position.
- B. The employee's detail supervisor will provide an assessment of the employee's performance under the detail assignment. Employees detailed for more than ninety (90) days will receive an Interim Rating when the detail is completed.
- C. The detail supervisor will conduct performance management activities in accordance with applicable policies and regulations. The supervisor of record, with assistance from the detail supervisor, will perform time and attendance functions or delegate to another supervisor. If the supervisor of record is unavailable, RMS will identify a replacement and the employee will be notified accordingly.

Section 4 – Return to Original Assignment

Employees will return from detail to their previous permanent position. Upon return to their position, the supervisor and/or a designee will brief the employee of any new methods or procedures, within thirty (30) calendar days of return. Additional training for procedural changes may be offered. The employee will be given thirty (30) calendar days from the notification of the change before their performance appraisal is affected.

Article 18 – Safety and Health / Security

Section 1 – Purpose

The Parties mutually agree that maintaining safe and healthful work environments, is necessary for the accomplishment of the mission and contributes to a high quality of life for employees. Common efforts to create and maintain a safe and healthy workplace, safe and healthy working habits, and conditions to minimize accidents and prevent lost work time due to illness or injury are in the best interest of both the Employer and the Union.

The Employer 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 U.S.C. §668 et seq. (the Occupational Safety and Health Act of 1970), Executive Order 12196, 29 CFR §1960.

Section 2 – Healthy Work Environment

If an employee believes performance of their assigned duties will jeopardize their health, safety, and/or exceed their physical capabilities, then the employee will promptly notify the supervisor and request assistance or adjustment of duties.

Section 3 – Safety and Health Committee

- A. The Parties acknowledge that Animal Care has a Safety and Health Committee (SHC) that meets on a re-occurring and regular basis. The SHC is committed to ensuring a safe work environment in Animal Care by providing recommendations, reviewing current practices and procedures, and establishing guidelines to comply with AC, APHIS and OSHA requirements.
- B. The Union will be permitted to designate one representative to the Safety and Health Committee (SHC). The employee designated to serve on the SHC shall not suffer loss of leave or pay while serving in such a capacity.
- C. In accordance with 5 U.S.C. Chapter 71, the Union will be provided notification on changes to safety policies and procedures that impact working conditions or conditions of employment.

Section 4 – Information Sharing

A copy of the minutes from all Animal Care safety and health committee meetings will be published in the AC Weekly Newsletter and maintained on the AC Safety SharePoint site. The required OSHA reporting will be published annually on the Animal Care SharePoint site in accordance with OSHA guidance. At a minimum annually, numbers of work-related illnesses, injuries and accidents for bargaining unit employees, will be provided to the Union.

Section 5 – Health and Safety Hazards

Both Parties shall comply with all federal, state, local, and agency safety and environmental regulations and policies. The Parties agree to recognize commonly known conditions which represent health and safety hazards (e.g. working around/near NHP, carnivores, birds, other dangerous animals; slick flooring in kennels; tripping hazards; dog bites; noise hazards, etc.) resulting in a reasonable risk under which employees must work. If an unsafe or unhealthy condition is observed, employees or their representatives shall report it to the immediate supervisor

and to the AC Safety and Occupational Health Specialist. If the matter is not satisfactorily addressed at this level, the employee or Union may request additional consideration at the next higher level.

Section 6 – Medical Surveillance and Monitoring Program

A. Medical Monitoring

Medical Surveillance and Monitoring Program (MSMP) is designed for the protection of employees who are exposed to hazardous chemicals, biologicals, radioactive materials, and physical hazards which could be harmful to their health and welfare. MSMP, specified under the safety program, is an added safeguard and does not replace the need to work in an environment which limits the exposure to hazards, when known.

B. Respiratory Protection Program

1. The Respiratory Protection Program is administered in accordance with the prevailing Animal Care Safety & Health Handbook. This program includes a medical evaluation, fit testing, respirator training, issuance of a respirator, guidance on respirator maintenance and evaluation of the work process.
2. Employees unable to deploy to emergency duties due to medical restrictions preventing respirator use may submit a request for exemption from deployment or request a virtual deployment. Employees on standard duty with medical restrictions on respirator use may seek accommodations through the Reasonable Accommodations Program. Employees may complete the respiratory protection program medical screening procedures outlined by Occupational Health prior to requesting an exemption from deployment, a virtual deployment, or a Reasonable Accommodation. Occupational Health protocols include provisions for compliance with HIPPA laws, and employees will not be required to disclose protected health information to the program.

C. Medical Clearance Process

1. Employees must complete:
 - a. APHIS 29 – Occupational Medical Monitoring Program, Occupational Exposures
 - b. All other required forms from FOH based on the medical tests being conducted.
2. The APHIS 29 will be submitted to the supervisor and then submitted to FOH.
3. Employees will follow the FOH process to schedule an appointment as outlined in the prevailing Medical Clearance and Fit Testing SOP.

All prospective respirator users shall be evaluated by a licensed healthcare provider. The determination of respirator clearance is made by the FOH medical director. All medical evaluations shall remain confidential to the extent allowable by law.
4. Until medical monitoring is complete and the employee is medically cleared, the employee will not perform duties which may actually or potentially expose them to the identified job hazards.

Section 7 – Personal Protective Equipment

A. Any Personal Protective Equipment (PPE) that is required on assignment will be purchased with the employee's government purchase card. If the employee does not have a purchase card, the employee will work with their supervisor or submit an 1164 for reimbursement.

1. When employees are required to perform duties that require full-face masks and the employee requires prescription glass inserts and does not already have them, then the

- Employer will provide them at no cost to the employee prior to performing duties.
- B. When required, employees will be trained for use of all safety equipment prior to the use of that equipment in accordance with OSHA regulations, when applicable, and any safety information provided with the equipment.
 - C. Supplemental gear required by the Employer for TDY assignments will be provided to employees in advance of deployment or during project orientation at the work site.
 - D. In advance of deployment or during project orientation at the work site, employees will be provided the opportunity to receive, at the Employer's expense, required vaccinations (e.g. Hepatitis B, seasonal influenza, and tetanus, etc.).

Section 8 – Work Related Injuries or Illnesses

The Parties recognize Animal Care's work environment is conducted primarily in remote locations. As such, work related injuries or illnesses shall be reported to the immediate supervisor by the employee or, if incapacitated, by their representative. All work-related injuries, illnesses, accidents, incidents or near misses will be reported to the supervisor for submission through the First Report system.

- A. Employees shall report to their supervisor all injuries or occupational illnesses that occur on the job, and the information will be entered into the Agency's electronic reporting system. Management will provide assistance in case the employee is unable to do this. This requirement in no way affects the employee's rights and benefits under Office of Workers' Compensation Programs (OWCP) regulations. The Parties will follow all OWCP established timeframes. Upon request, copies of any paperwork will be provided to the employee or the personal representative designated in writing by the employee. Management agrees to provide employees with assistance with initiating claims under the Federal Employees Compensation Act.
- B. Where documented medical evidence shows the work environment is contributing to or adversely impacting a medical condition, the employee may initiate the reasonable accommodations process. In the meantime, Management will make reasonable effort to place the employee on a temporary set of duties that are relevant and necessary to accomplish the mission until the reasonable accommodation process or the temporary set of duties has concluded.

Section 9 – Temporary Light Duty

- A. Purpose
This section identifies the procedures for requesting temporary light duty assignments. Temporary light duty assignments incorporate duties that are relevant and necessary to the mission. Temporary light duty assignments are for non-job-related injuries that are temporary in nature and expected to be of short duration, usually thirty (30) calendar days or less, but may extend longer if the RA process is prolonged or the injury requires an extension that the supervisor may approve. Temporary light duty assignments incorporate duties that are within the specific medical restrictions for an employee, where work assignments are available as determined by the supervisor. These procedures are separate and distinct from the procedures for requesting reasonable accommodation or for worker's compensation (job related injury or illness).
- B. Privacy of Information

1. The employee will submit a document from their medical provider including the following information:
 - a. The general nature of the condition requiring temporary light duty;
 - b. The anticipated duration for the need for temporary light duty;
 - c. Any work restrictions or other changes in working conditions required by the temporary condition; and/or
 - d. The likelihood of sudden incapacitation.
 2. The Employer's handling of medical records submitted pursuant to this section will be handled confidentially according to all laws, regulations, and policies.
- C. Procedures for Requesting Temporary Light Duty
1. General
 - a. Requests for temporary light duty will be made in writing to the employee's immediate supervisor.
 - b. Requests for temporary light duty must be accompanied by relevant medical documentation. The medical documentation is only required to contain the information in part B1 above.
 - c. If the employee does not provide any medical documentation or if the medical documentation is insufficient, then the request will be returned to the employee and the information necessary to respond to the request will be identified.
 - d. The employee will have two (2) weeks to submit any additional medical information requested. Upon request from the employee, the deadline to provide additional medical documentation may be extended.
 2. Until such time as a decision has been made on the request for temporary light duty, the employee may request:
 - a. Sick leave, annual leave or leave without pay.
 - b. The Employer will provide a decision on the request for temporary light duty within ten (10) days from the date of receipt of the request from the employee. The decision will contain the name and title of the deciding official, and if not approved the reason(s) for denial will be provided.

Section 10 - Safety Reviews/Job Hazard Analyses

- A. The Employer agrees to provide information designed to detect and mitigate job-related health hazards and any other services (e.g. Medical surveillance, fit testing, hearing testing, etc) required by applicable law, regulations, and agency policy. Forms, links, and/or requirements will be made available on the AC Safety and Health Committee's SharePoint Site.
- B. The Employer will ensure that a formal safety review is conducted, at a minimum, annually. This formal review will include at minimum, review of all accident reports, first reports, and OSHA 300 log injuries. A written report will be prepared by the Employer documenting this review. The report, including at a minimum all bargaining unit employee data, will be posted on the AC Safety SharePoint site.
- C. Job Hazard Analyses (JHAs) will be conducted for all tasks bargaining unit employees are required to perform as outlined by the APHIS Safety Manual and reviewed at least annually by the Animal Care Safety Specialist. All JHAs will be maintained on the AC Safety SharePoint site for access to all bargaining unit employees.

Section 11 – Programs for Wellness Activities

The Parties recognize the benefits of a physically fit and healthy workforce and that employees are able to participate in the APHIS Fitness Subsidy Program. The Employer encourages employee participation in health and fitness activities that take place over extended or indefinite periods, such as use of fitness centers, running, aerobic classes, etc., through use of non-duty time. Non-duty time includes meal breaks, as well as before and after work hours.

Section 12 – Safety Training

- A. The Parties recognize that training and orientation regarding occupational health and safety is essential to a workplace culture that promotes employee safety which may create a workplace with less loss of time for mission critical activities.
- B. The Employer will inform all employees of safe working habits and practices appropriate to their job, with special emphasis on orientation and training of new employees.
- C. Before conducting independent inspections, new bargaining unit employees will be trained on at a minimum: specific hazards to the Animal Care job (e.g. working around large animals/dangerous species/NHP; respiratory and zoonotic disease; driving hazards; ergonomics; etc.), APHIS Form 29 training, and accident reporting training.

The Employer will provide mandatory annual safety training covering topics identified by the AC Safety & Health Committee. The Union may submit their request for safety training through their representative on the AC Safety & Health Committee for consideration. Employees will be required to take situational awareness training specific to Animal Care on an annual basis in the Employer's training system of record (e.g. AgLearn).

- D. Prior to conducting any job duties that may entail safety concerns, Management will provide a link to the APHIS Safety Manual and the Animal Care Safety Handbook on the respective SharePoint sites as close to onboarding new bargaining unit employees as practicable.
- E. The Animal Care Safety & Health Committee may survey all employees annually to determine prevailing safety concerns of employees and may use this information in developing safety training.
- F. The Employer will promote First Aid, Mental Health, and CPR training to all bargaining unit employees. The Employer will pay for or reimburse employees for costs and the employee will be appropriately compensated for Employer approved trainings, outside of their allocation for professional development time, for attendance at training courses in First Aid, Mental Health, and CPR. Premium pay is not authorized for participation in this training.
- G. **Defensive Driving Course**
Bargaining unit employees whose duties require them to operate a motor vehicle, and who have a vehicle assigned to them for field work, must complete the eight (8) hour, or equivalent, defensive driving refresher course every three (3) years.
- H. OSHA mandated training will be provided to employees as required; which may include but is not limited to:
 - 1. Hearing protection
 - 2. Personal Protective Equipment (PPE) - to include appropriate donning and doffing training
 - 3. Respiratory protection

Section 13 – Employee Security

A. Animal Welfare Operations

1. Background Checks

- a. The Employer will complete security background checks on all new applicants for an Animal Welfare license or, per request of the employee, other licensees/registrants, and/or other persons named in complaints/searches.
- b. Bargaining Unit employees will not contact an applicant by any means until the security background check is completed. Time waiting for security background checks will not be included in the required time to contact applicants.
- c. Emergency Management, Safety, and Security Division (EMSSD) performs security background checks when requested by the Employer. Employees with security concerns may request an EMSSD background check to their supervisor, for any licensed/registered individual, any authorized individual on a USDA license/registration, or any individual listed that requires an inspection or visit concerning a search or complaint. Management will work with the bargaining unit employee to develop a plan of action, such as a team inspection, which may or may not include EMSSD in order to support the employee in taking extra precautions as necessary. If there is pending EMSSD background check an inspection and/or search/complaint will not be performed until the background check has been completed. If EMSSD determines an employee may safely proceed with the visit, the employee must follow the mitigation plan developed by EMSSD. If after review of EMSSD's mitigation plan, the employee has additional safety / security concerns, they will consult with their supervisor and/or may request another employee be assigned.

2. Compliance / Enforcement Actions Taken

The employer will notify the employee assigned to the home site of compliance or enforcement action taken on an active licensee or registrant for the following actions: Letter of Warnings (7060), investigations, when a case is referred by CAS to IES for submission to OGC for administrative enforcement, and after CAS receives the signed IES-issued settlement agreement; to prevent any safety concerns for the bargaining unit employee during the inspections following the receipt of the documentation. If the bargaining unit employee feels extra precautions need to be taken after issuance of enforcement to a facility the employee will report it to their immediate supervisor. Management will work with the bargaining unit employee and EMSSD to develop a plan of action, such as a team inspection, in order to support the employee in taking extra precautions as necessary.

3. Safety/Security

- a. APHIS EMSSD will be contacted by the Employer in the event of any security concern raised by an employee, through their supervisor, about a person or facility. The employee will not be required to return to or perform another inspection at the facility until EMSSD has investigated the security concerns. If EMSSD recommends the use of a team inspection and security personnel on follow-up visits or inspections, a minimum of two (2) employees will inspect with the accompanied security personnel.
- b. If, at any time during an inspection, an employee has concerns about safety and/or security, the employee reserves the right to leave the facility and will notify their supervisor once personal safety is secured. When an immediate danger exists, the employees will call 9-1-1 before contacting their supervisor. The supervisor will ensure that EMSSD is notified of the situation.

- c. If, at any time, an employee has concerns about traveling in a certain area alone they should consult with their supervisor for direction.
 - d. When the Employer has knowledge of safety and/or security concerns rising to a Threat Level 3 or 4 as described in the prevailing Standard Operating Procedures Security for Animal Welfare Act Inspections it will be entered into the designated security field in the inspection database (e.g. eFile or its successor) as soon as practicable. When the Employer has knowledge of safety and/or security concerns about an area for which the employees will be working/traveling, they will notify the employee and their supervisor of such details as soon as practicable.
- B. Horse Protection Act (HPA)
- 1. Background Checks
 - a. Upon notification by the employee, the Employer will complete security background checks on any horse event participants who have threatened the safety of the employee verbally or physically. Upon request, the Employer will consider conducting background checks on individuals exhibiting abusive/aggressive/deceptive, or any other threatening behavior during any covered HPA event.
 - b. The Employer will compile the information obtained in these background checks to be disseminated to APHIS personnel to ensure they are aware of potential safety/security concerns involving these individuals. Information to be provided may include, but is not limited to:
 - i. A photo
 - ii. Criminal history
 - iii. Additional pertinent history
 - c. At the request of Horse Protection (HP) personnel, a new background check on the individuals fitting the above description may be completed.
 - 2. Compliance / Enforcement Actions Taken
 - a. The Employer will notify the bargaining unit employees involved with any HP events of compliance or enforcement action taken on a participant for the following actions: Letter of Warnings (7060), investigations, when a case is referred by CAS to IES for submission to OGC for administrative enforcement, and the filing of an administrative Complaint by OGC. The bargaining unit employees working HP events will have access to the Horse Protection Act Disqualification and Civil Penalty List which is maintained by the Employer.
 - b. If bargaining unit employees feel extra precautions need to be taken after issuance of enforcement to a horse event participant, the employees will report their concerns to their HP Supervisor. Management will work with the bargaining unit employee and EMSSD to develop a plan of action to support the employees in taking extra precautions as necessary. If an employee is required to attend horse events and they have expressed safety/security concerns, the employee may document these concerns in writing to a HP supervisor.
 - 3. HP Lodging and Transportation
 - a. The Employer recognizes that there are potential safety and security issues with staying in the same area and/or hotel with other horse event participants. When employees must make travel accommodations for Horse Protection events, the Employer will not require employees to stay in hotels within the general vicinity of the horse event (i.e. within the same city as show grounds).

- b. The safety and well-being of the employees will be considered when hotel assignments are created.
 - c. The Employer recognizes that some horse events are remotely located and hotels may need to be reserved further than thirty (30) minutes from the event to accommodate safety/security concerns, proximity to the airport, and per diem rates.
 - d. EMSSD will be consulted when event logistics are created. The final approval on hotel accommodations will rest with Horse Protection Management.
 - e. While at horse protection events, the APHIS Show Veterinarian in conjunction with EMSSD and/or security will identify the most appropriate place to park. Security, in conjunction with the APHIS Show Veterinarian, will make the final determination on parking at the horse event. Upon request from a bargaining unit employee, a parking location for the HP GOV other than the bargaining unit employee's ODS may be made available.
 - f. The Employer recognizes that having appropriate transportation to and from the event is essential to aid in safety, efficient use of time and money, and employee well-being. When there are three (3) or more bargaining unit employees attending the event who are scheduled to fly, a hotel airport shuttle is not available, and employees cannot coordinate arrival and departure times, more than one (1) rental vehicle may be allowed upon request.
4. Security Personnel
- a. The Employer will ensure that a minimum of two (2) contract security officers will be provided at every horse protection event.
A normal HP team consists of three (3) team members. For each two additional HP team members, an additional contract security officer will be requested and provided when available.
 - b. The Employer recognizes that security requirements may need to be different for each event.
 - c. At least one (1) contract security officer will always be present with the employees during the horse events, i.e., barn/trailer walks, in the inspection area, warm-up area.

Article 19 – Employee Development / Training / Employee Involvement in Training

A. Employee Development & Training

Section 1 – Availability

Both Parties recognize the importance of training and employee development to meeting the mission of the Employer and the value of a well-trained workforce. The Employer will consider the needs of the program, benefit to the government, and interests of employees in planning and scheduling employee training.

The Parties agree that training and development of employees is of critical importance in carrying out the mission of the Agency. The Parties agree that training efforts are to be aimed at improving job performance and may provide for career development. Additional training may occur when it benefits both the employee and the organization. The Parties further mutually agree to encourage employee self-development.

Management agrees that the subject of current and future training needs for the safe and efficient performance of the duties of bargaining unit employees may be addressed with the Union under the provisions of Article 6 – Union Management Cooperation.

Section 2 – Training Announcements

The Employer will post available training courses online on its agency website: for example, SharePoint, AgLearn, Learning Management System or its successor. When online training is needed and feasible to meet program needs, the Employer will direct employees to use the agency's AgLearn system or its successor.

Section 3 – Selection

The Employer retains the right to assign employees to training and to determine what level of investment will be made in training of employees. When there are Agency approved training opportunities that enhance an employee's prospects for a promotion, or professional opportunity, or increase 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 – Individual Development Plans (IDP)

All employees and supervisors may complete an IDP in accordance with Departmental Regulation 4040-410.

A. IDPs may be used to identify training deemed to be necessary for the performance of the duties the employee currently performs or will be performing.

IDPs are not a requirement for bargaining unit employees. However, the USDA promotes the use of IDPs as a positive way to develop effective and engaged employees. The Parties agree that IDPs will be used to identify learning opportunities that further enhance the employee's performance and job-related knowledge, skills, and abilities. An IDP may be submitted at any time in order to utilize professional development hours. The lack of a specified training course in the IDP does not preclude participation by the employee.

B. The Parties agree that the completion of an IDP is voluntary. If an employee completes an IDP,

it will be done in accordance with current policy and procedures.

- C. Approval or rejection of any learning plan listed within the IDP will be documented in accordance with current policy/procedures. The employee and supervisor may meet to discuss the IDP upon request of either party. The employee will have the opportunity to explain why they requested specific courses and programs. The supervisor will have the opportunity to explain what alternative courses and programs may be suggested, and why a goal may or may not have been approved.
- D. If requested training is not approved, the employee will be advised of the reason for rejection.

Section 5 – Equal Opportunity

Selection of employee for training shall be without regard to race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age (40 or older), disability and genetic information (including medical history), and any other protected classes included in the governing EEO statutes.

Section 6 – Scheduling

The Employer will schedule required training so that employees will not have to travel on weekends, unless the particular training is scheduled to begin on Monday, or conclude on a Friday, where travel on weekend may be required, and compensatory time/travel worked will apply. The Employer will schedule agency sponsored/controlled training during normal business hours whenever possible.

Section 7 – Continuing Education (CE)/Professional Development

A. Hours:

1. The Employer may provide employees an opportunity to attend training to maintain professional accreditations or to remain knowledgeable in industry standards through attendance at conferences and training.
2. For continuing education, Employees will be provided three (3) working days per calendar year or five (5) working days every two (2) years, to attend training to maintain professional accreditations. Employees may request additional hours to meet individual needs.
3. Employees will make an effort to identify cost-effective and efficient training opportunities for employer directed trainings. When employees are utilizing professional development hours, course, conference and/or meeting costs are not covered by the Employer.
4. Bargaining unit employees may be allowed to attend specialized training or industry meetings.

B. Scheduling:

1. Employee will detail to their supervisor dates and times of all requested training events, conferences, seminars, or workshops;
2. Employee will send a current agenda or a summary of sessions, number of days/hours requested;
3. If employee attends an industry training event (conference, seminar) then to maximize value of attendance, the employee will discuss information learned with their supervisor, for possible dissemination to Animal Care staff.
4. Based on the negotiated tour of duty, employees maintain the ability to adjust their schedules in order to attend approved trainings.

5. Requests for training opportunities, external to Animal Care, should be submitted at minimum eight (8) business days prior to the registration deadline.

C. Approval of requested CE opportunities:

1. The employee's Supervisory Animal Care Specialist (SACS) will be asked for approval.
2. Approval or denial will be given in enough time to meet registration or attendance deadlines. Approvals may be withdrawn in emergency situations, mission critical tasks need, or in the event the employee is serving a disciplinary suspension.

D. Records

The Parties acknowledge that employees have the ability to add non SF-182 verified training in the AgLearn system, in the evidence bank. External training activities can include shadow assignments, detail assignments, or mentoring, etc. The Parties further recognize that if the AgLearn system is succeeded, it may not have the same capabilities.

Section 8 – Travel and Other Expenses

- A. In the event employees are required to travel to attend officially approved work-related training courses, the Employer will reimburse employees for those approved and authorized expenses as provided for by the Federal Travel Regulations (FTR) and applicable agency policies, such as per diem and actual subsistence allowances and local travel, as appropriate.
- B. Other expenses incurred by employees required to attend officially approved work related training will be paid in accordance with agency policies and regulations for employee training and development.
- C. When employees are utilizing professional development hours, travel expenses will not be covered by the Employer.

Section 9 – Use of Government Equipment

The Employer agrees to allow all employees enrolled in officially approved training courses the use of government owned IT equipment (computer, cell phone, hotspot) during the employee's training. Government owned/leased vehicles may be authorized for attendance of training events if representing USDA.

B. Employee Involvement in Training

Section 1 – Purpose

The Parties agree that employees should be appropriately trained for the position for which they are employed. The Parties understand that it is important to have bargaining unit employees involved and the employer may seek input from them into the training plans to ensure all aspects of training are covered. The Employer understands the importance of peer-to-peer training, on-the-job training, and just-in-time training.

Section 2 – Training Involvement

The Parties recognize that Management has the right to identify the need and level of participation from bargaining unit employees in the development of all aspects and types of training. When appropriate, to assist in training materials development, volunteers will be solicited through the AC Weekly Newsletter, and selections will be based on qualifications and mission needs. The

Union may also respond to the solicitation in the AC Weekly Newsletter by submitting the names of bargaining unit employees who they would like management to consider for inclusion, and if selected will act as the Union's representative for development of the materials.

A. Training Material

1. An appropriate number of bargaining unit employees as determined by Management may be directly involved in the creation, development, editing, consultation, review, or delivery of all training materials that will be given to bargaining unit employees.
2. All bargaining unit employees will be given access to new inspector training materials to ensure training needs are met.
3. An appropriate number of bargaining unit employees as determined by Management; may review, edit, consult on, create, deliver, or develop outreach materials related to AWA inspections, Horse Protection, and emergency programs. Examples of these materials may include, but are not limited to: Animal Care Aids, application kits, fact sheets, tech notes, etc.
4. Employee time for development and delivery of training materials will be considered regular time (TC-01).

B. Training Employees

1. The Parties recognize that utilizing the experience and knowledge of the bargaining unit employees improves the workforce overall.
2. A voluntary group of ride-along trainers may be maintained to ensure adequate trainer resources and to ensure a reasonable workload.
3. Management may request volunteers for the planning, development, and training of the implementation of new rules in the Federal Register that impact the bargaining unit employees' work processes. The employees may be selected on a voluntary basis, however, the Parties agree that Management retains the right to assign work.
4. Surveys may be utilized to identify training needs, which may include post-training surveys or standalone surveys. The results of the surveys along with mission needs of Animal Care may be used to identify future training.
5. Management will strive to consider the most commonly requested training topics submitted by bargaining unit employees when developing training and training plans.
6. When training, extended training, or supplemental training is directed/required to be completed by a bargaining unit employee, a documented training plan will be provided to the employee by the supervisor to include the purpose/reason for the training, training topic(s) or course(s) to be taken, and a plan for evaluation of progress, to include a timeline.

C. Webinars

1. The Employer will make a reasonable effort to include the Union in a pre-review of presentation materials and handouts prior to implementing new training in order to potentially identify and/or mitigate any concerns on impact of new materials.
2. All internal Animal Care webinars pertaining to bargaining unit employees will be recorded and the recording will be made available to all employees within six (6) weeks of the presentation.
3. The presentation (slide deck) and all relevant handouts will be made available to all employees and posted on the Internal SharePoint site within five (5) business days following the presentation. If the materials cannot be posted within the timeframe established, the Union will be notified with an updated posting timeline. When appropriate, handouts will be made available at the time of or prior to the presentation.

4. Bargaining unit employees may be invited and encouraged to be presenters of webinars as subject matter experts.
5. The Parties agree that providing an opportunity for questions after information is presented aids in ensuring understanding and clarity. Webinars will be scheduled with a question and answer session whenever possible.
6. Questions and answers from webinars will be attached to the AC Weekly Newsletter and will normally be posted, absent administrative challenges, on the AWO SharePoint site within two (2) weeks of the presentation and maintained on the site as long as applicable. This includes questions asked and answered during the webinar as well as any questions that are not answered during the webinar, not including duplicative or inappropriate questions.
7. When possible and appropriate, the Employer will present the new processes prior to implementation.
8. The date of implementation, if known, will be included in the presentation and circulated to all employees as soon as available.

D. Training Resources

1. Inspection Guide
 - a. Purpose – The purpose of the Animal Welfare Inspection Guide is to provide an aid for APHIS Animal Care personnel when inspecting USDA licensed and registered facilities.
 - b. The Employer recognizes that all required inspection procedures must be followed by the employees when conducting inspections.
 - c. The Employer agrees to review the Inspection Guide annually, update as needed, and strive to communicate changes to employees. The updated document will be made available to all employees.
 - d. The Employer agrees to maintain training and guidance that is provided in advance of the changes to the Inspection Guide on the AWO SharePoint site.
 - e. Prior to publishing updates to the Inspection Guide, the Union will have the opportunity to review and provide feedback for consideration.
 - f. If any changes are made, the Employer will provide the Union with a copy of the Inspection Guide with highlighted changes and or additions prior to issuance.
 - g. The Employer will provide an electronic copy of the Inspection Guide to the employees, and upon request a hard copy of the Inspection Guide may be mailed to the employee.
2. Laminated “Minis” – half page laminated reference guides approved by management for easy access while working in the field.
 - a. The Employer will provide a set of “minis” to all bargaining unit employees.
 - b. The Employer will provide an electronic copy of the “minis” to all bargaining unit employees.
 - c. When updates are made to the “Minis,” the Employer will provide an updated electronic copy and a hard copy.
3. Other Reference Materials
 - a. The Employer will provide electronic copies of all eFile quick guides for all bargaining unit employees. Upon request hard copies may be produced and mailed to the employee.
 - b. The Employer will provide electronic copies of any other inspection reference materials

to the bargaining unit employees. Upon request hard copies may be produced and mailed to the employee.

E. Training Plans and Transparency

1. Management may engage the Union during the development of training materials.
2. A Union representative may be invited to attend and actively participate in the AWO training calls.

Section 3 – Emergency Response Training

The Parties understand that bargaining unit employees are considered emergency response employees and may be called upon to help during an emergency. Additional training may be required in these situations that will be provided or approved by the employer as necessary. The employer will allow this training to be completed during official work time.

Section 4 – National Meetings and/or “Mini-meetings”

- A. Annual training, when held, will be scheduled and announced as far in advance as practicable, to allow employees the ability to schedule inspections and personal activities appropriately.
- B. The Union may be included in pre-decisional involvement on the relevant topics which will be presented and discussed during the meeting(s).
- C. The questions and answers from the meetings will be provided to all bargaining unit employees via the AC Weekly Newsletter, with a copy maintained on the AWO SharePoint site (or successor), within four (4) weeks. If the materials cannot be provided within the timeframe established, the Union will be notified with an updated timeline.
- D. At the conclusion of the meeting, the PowerPoint presentations and all relevant handouts will be provided to the bargaining unit employees and a copy posted to the AWO SharePoint site within two (2) weeks of the conclusion of the meeting. When able, handouts will be made available prior to the meeting.
- E. Reasonable effort will be made to ensure remote access to bargaining unit employees who are unable to attend.
- F. Bargaining unit employees who are unable to attend the meeting will be given the opportunity to review the material from the meeting and ask questions.
- G. Management will provide presentation space outside of meeting hours (e.g. lunch & learn, after hours) at the National Meeting to give a presentation about the Union to eligible bargaining unit employees in attendance.
- H. The Employer will make every reasonable effort to avoid scheduling the meeting where travel would fall on a federally recognized holiday. The Employer recognizes that there are many holidays that are not federally recognized holidays and will make every reasonable effort to avoid scheduling the meeting and/or travel on those days.

Article 20 – Monitoring

Section 1 – Purpose

The Parties agree that building a working relationship and environment based on trust, honesty and respect will encourage productivity and efficient workers. Employees are required to use all government time and equipment responsibly. The Parties acknowledge that government equipment, to include but not limited to; laptops, cell phones, tablets, telematic devices and any software installed on such devices (such as Outlook, MS Teams, etc.) is subject to monitoring, the Freedom of Information Act, and the Federal Records Act.

Section 2 – Data Usage

The Union will be notified of any remote technology or other monitoring devices proposed for future utilization where a bargaining obligation exists. Management recognizes the union's right to bargain under 5 U.S.C. Chapter 71.

Section 3 – GOVs

The Parties agree that safe operation of Government Owned Vehicles (GOVs) and the safety of employees is of paramount importance to both the employees and the Employer.

A. Use of Electronic Tracking Devices on GOVs

1. Primary use of telematics is to promote the safe and efficient use of the vehicles and is not explicitly tailored for disciplinary purposes.
2. When requested, employees will be provided GPS monitoring systems data specific to their assigned vehicle through their SACS.

B. Employee Notification Warnings

1. In the event of the notification of an emergency from the telematics device, efforts to reach the employee and notify emergency services may be initiated.
2. Both Parties recognize the importance of transparency to help to build trust and respect between parties. Operators of Government-Owned/Leased Vehicles will receive information that provides a detailed explanation of telematics features and capabilities in the onboarding package. Existing employees will receive the same information at implementation of this Agreement. The Employer agrees to provide a list to the Union of all possible alerts the vehicle tracking device currently sends and those with access to monitoring information as covered in C2 below. When changes are made that impact the bargaining unit, notice will be provided in accordance with 5 U.S.C. Chapter 71.

C. Vehicle Tracking Device Administration

1. When GOVs are exchanged or a new GOV is assigned, employees and their immediate supervisor will be notified in writing. This notification will include, at a minimum, the administrative information of both the new and old vehicles (including make, model, VIN number, and government and state plate numbers), and the date of the exchange.
2. Yearly, upon request, the Union will be provided an up-to date list of all Animal Care employees and other APHIS support programs who have access to individual vehicle tracking device information.
3. Employees will have access to all supervisory and/or fleet guidance, SOPs and training outlining any monitoring conducted using the vehicle tracking devices.
4. Supervisors of employees assigned a GOV will be granted continuous access to all vehicle tracking device dashboards being utilized by the Employer.

Article 21 – Travel

Section 1 – General

- A. The Parties agree to follow the Federal Travel Regulations (FTR) and Agriculture Travel Regulation (ATR). The Parties also agree, MRP/Agency supplements are a further extension of the FTR and ATR and shall be followed.
- B. The Employer will, if practicable, allow the employee to schedule and arrange for travel within the employees' regularly scheduled work hours.
- C. The Employer will ensure travel is appropriate and necessary limiting the authorization of travel expenses and reimbursement to only those necessary to accomplish the organization's and department's mission in the most economical and effective manner. While Parties understand that the final authorization will come from the employer, both Parties agree to be good stewards of taxpayer dollars.
- D. All Employees will be compensated for time spent traveling for work purposes, during their regular tour of duty. In addition:
 - 1. Consistent with 5 CFR §550.112(g), an employee who is not otherwise covered by the Fair Labor Standards Act (FLSA) and is on official travel away from their official duty station shall be compensated for time in a travel status outside their regular tour of duty only when such travel:
 - a. Involves the performance of actual work while traveling; or
 - b. Is incident to travel that involves the performance of work while traveling; or
 - c. Is carried out under arduous and unusual conditions; or
 - d. Is in connection with an event that cannot be scheduled or controlled administratively by the government.
 - 2. Consistent with 5 CFR §551.422, an employee who is covered by FLSA and is on official travel away from the employee's official duty station shall be compensated for time in travel status outside their regular tour of duty and the time spent traveling requires the employee to:
 - a. Drive a government vehicle or perform other work during travel; or
 - b. Travel as a passenger on a one-day assignment away from the official duty station; or
 - c. Travel as a passenger on an overnight assignment away from the official duty station during hours on non-work days that correspond to the employee's regular working hours.
- E. When travel results from an event which cannot be scheduled or controlled administratively, such travel may be considered hours of employment for pay purposes pursuant to appropriate provisions of Title 5 on the Fair Labor Standards Act. Disputes arising under the subsection may be adjusted through the use of the grievance procedure provided in this Agreement.
- F. Agriculture Travel Regulation (ATR) supplements the Federal Travel Regulation (FTR) issued by the General Services Administration (GSA), with policy specific to United States Department of Agriculture (USDA). This regulation is the primary source of USDA policy on managing Temporary Duty (TDY) travel. All provisions of this regulation shall comply with applicable Federal guidance. Program guidance specific to approval(s) should be taken into consideration and followed.

Section 2 – Government Travel Cards and Advance of Funds

Departmental Regulation (DR) 2300-001 prescribes the policies and procedures governing the

United States Department of Agriculture (USDA) travel charge card program, to include the advancement of funds, and is in accordance with the FTR.

A. Government Travel Cards

1. Travel charge cards will be issued to all employees who engage in work-related travel.
2. Employees must use a government travel charge card for official travel expenses unless an exemption is granted.
3. The credit card may be used only for expenses incurred in connection with official travel.
4. Travel cards can be suspended and/or terminated subject to the issuer's terms of use. If the card is terminated, it is outside of Animal Care's control.

B. Advance of Funds

1. Using the Government Travel Card: Employees may use the ATM feature of their government-issued travel cards to obtain advances. The advancements are subject to the terms of the card issuer.
2. Travel Advance: If an employee has a restricted government-travel card or no card at all, then Animal Care may recommend the issuance of travel advance per Agency guidance. The Employer may request expedited processing for an advance of funds.

Section 3 – Per Diem and Lodging

Per diem and lodging will be issued in accordance with Agriculture Travel Regulation (ATR) which supplements the Federal Travel Regulation (FTR) issued by the General Services Administration (GSA), with policy specific to United States Department of Agriculture (USDA). This regulation is the primary source of USDA policy on managing Temporary Duty (TDY) travel. All provisions of this regulation shall comply with applicable Federal guidance. Requests for actual subsistence must be approved and will follow Agency guidance.

Section 4 – Authorizations / Vouchers

- A. All travel must be approved in advance and should be supported by an electronic authorization. If it is not practicable or possible to obtain such approval and authorization prior to travel, the agency may approve a specific authorization for reimbursement of travel expenses by obtaining supervisory approval in advance of travel.
- B. Travel authorizations must contain both the "Document Detail" and "Trip Name" fields that includes descriptive details to illustrate the travel purpose.
- C. Travel vouchers must be submitted by the employee within five (5) working days. Travelers in a continuous travel status must submit interim travel vouchers, at a minimum, every two (2) weeks.
- D. Vouchers will include all documentation as required by the FTR and all other applicable regulation and guidance.
- E. The Employer agrees to process and approve/disapprove all vouchers within five (5) days of receipt per the ATR.

Section 5 – Scheduling Travel

The employee is responsible for scheduling the travel in the most organized and cost-efficient manner. An authorization with the scheduled travel will be submitted using the electronic travel system.

Section 6 – Extended Travel

- A. The Employer will attempt to minimize extended travel (more than two (2) weeks). The Parties recognize that for deployments or in emergency situations extended travel may be necessary.
- B. When extended travel is approved, the employee will receive lodging and per diem in accordance with applicable laws, regulations, and policies.
- C. If travel extends up to seven (7) consecutive nights, laundry expenses will be reimbursed by the agency per the MRP supplement. Laundry expenses may be reimbursed in extenuating circumstances for shorter periods of travel to maintain appropriate hygiene.

Section 7 – Travel Services and Assistance

- A. GSA mandates that all official travel be booked through the Agency travel management system (e.g. Concur) for all official common carrier transportation, hotel/motel accommodations and rental cars unless the travel falls under one of the exemptions identified by the Agency.
- B. The Employer Travel Specialists may provide assistance to employees when the employee is in a situation where they are unable to make travel or lodging arrangements.
- C. For employees without travel cards, Animal Care will assist in booking and paying for the airline directly without requiring the employee to advance the funds.

Section 8 – Personal Use of Frequent Traveler Benefits

- A. Any promotional benefits or materials (including frequent flyer miles, upgrades, or access to carrier clubs or facilities) an employee receives as a result of using travel or transportation services procured by the Employer may be retained by the employee for personal use if the time is obtained under the same terms as those offered to the general public and at no additional cost to the Employer per FTR 301-53.2.
- B. The employee may keep compensation an airline provides for voluntarily vacating their seat on a scheduled airline flight when the airline asks for volunteers. However, no additional expenses (per diem or reimbursable) may be paid as a result of the traveler's delay. Additional travel expenses incurred as a result of voluntarily giving up a seat are the traveler's financial responsibility.

Article 22 – Creating Animal Care Committees, Teams and Workgroups

Section 1 – Formation

- A. Both Parties recognize the importance of the development and formation of committees, teams and workgroups to meet the needs of Animal Care. Both Parties agree that committees, teams and workgroups can embody the values of collaboration, equity, competence, and growth by valuing and using coworkers' skills and expertise, distributing opportunities in an unbiased manner, and intentionally seeking other groups' input whenever possible.
- B. Prior to the formation of committees, teams, and work groups, that need to include bargaining unit employees, the Union will be notified.
- C. Management will make the initial selections of team members from those volunteers that meet the qualifications, eligibility, or other specified requirements and will provide their list of qualified bargaining unit candidates to the Union for consideration and recommendation of final selection of the bargaining unit members. Exceptions to the qualifications may be made for developmental opportunities as outlined in Section 2B of this article.
- D. Should management decide a special committee, team or workgroup is necessary, the steps outlined in this Article will be used to determine membership, unless otherwise mutually agreed upon by the Parties.
- E. Committees, teams or workgroups may consist of both bargaining unit and non-bargaining unit employees when appropriate as determined by management. The Parties recognize that there may be teams formed that do not contain a bargaining unit employee. When there are teams formed that impact the day-to-day work process and duties of bargaining unit employees, there will be Union representation, except for managerial committees, teams or workgroups.
- F. Bargaining unit employees participation on teams, committees and workgroups will be on a voluntary basis when possible.

Section 2 – Recruitment

- A. When Animal Care determines a new committee/team/workgroup is necessary, the following are possible recruitment techniques:
 - 1. Employee surveys
 - 2. Direct requests for volunteers
 - 3. Identify and recruit specific employees
 - 4. Appoint specific employees
- B. The Parties agree that each selection process shall ensure that bargaining unit employees with the needed knowledge, skills, and/or experience have an equal opportunity to participate. The Parties recognize that there may be times that developmental opportunities for bargaining unit employees to participate on committees, teams or work groups should be considered. When possible, Management will consider the development opportunities of bargaining unit employees for inclusion on committees, teams, or work groups.
- C. The Union will be provided notification of the final selections of the members/participants.

Section 3 – Responsibilities

When Animal Care creates a new committee/team/workgroup or replaces members, applicants are required to submit the following information for consideration.

- A. A short summary of knowledge, background, and expertise;

- B. A short explanation of interest in the project/committee;
- C. A list of other committees/teams/workgroups the applicant is a member of; and
- D. Supervisor approval

Section 4 – Selection

Management retains the right to determine the members of the newly formed committees, teams and workgroups. Each selection process should ensure all Animal Care employees have an equal opportunity to participate. The following factors will be used in making determinations:

- A. Appropriate expertise, skills, subject matter knowledge and technical specialties;
- B. Diverse experiences, perspectives and talents;
- C. Appropriate job levels;
- D. Appropriate organizational units;
- E. Diversity as it relates to number of years of experience, grade level, ethnicity, gender, etc.; and
- F. Opportunities for employees to develop knowledge and/or expertise.

Article 23 – CRDAC and Special Emphasis Programs

Section 1 – Policy

The purpose of the Special Emphasis Program (SEP) is to assist and/or support APHIS – Office of Civil Rights Diversity & Inclusion (OCRDI) in complying with government-wide requirements to promote diversity and inclusion in the Federal workforce. Animal Care's (AC) procedures for the Civil Rights Diversity and Advisory Committee (CRDAC) shall be in accordance with Departmental Regulations 4230-002, and the Equal Employment Opportunity Commission's (EEOC) Management Directive 715 (MD-715).

Section 2 – Animal Care Civil Rights Diversity and Advisory Committee

- A. Bargaining unit employee representative(s) may serve on the Animal Care Civil Rights and Diversity Advisory Committee (CRDAC). Animal Care will provide regular base pay (TC 01), travel and per diem for the bargaining unit employees to serve on the CRDAC.
- B. When positions become available on the AC CRDAC team, both bargaining unit and non-bargaining unit employees will be notified via an announcement published in the AC weekly newsletter.

Section 3 – Special Emphasis Program Managers (SEPM)

Purpose: Members work with APHIS - OCRDI to identify policies, procedures, and practices that affect employees, advise AC leadership on actions aimed at developing and retaining a diverse and talented workforce, and participating in APHIS wide OCRDI activities. The committee works to support and advance the rights and inclusion of African Americans; American Indians/Alaska Natives; Asian Americans/Pacific Islanders; persons with disabilities; Veterans; Gay, Lesbian, Bisexual, and Transgender individuals; Hispanic individuals; and Women, as Special Emphasis Program Managers (SEPMs) for AC.

A. Responsibilities and Requirements:

Under the guidance of OCRDI, the duties and responsibilities of SEPMs may include activities such as:

1. Improve employment and advancement opportunities for SEP groups in the federal service;
 2. Identify systemic causes of discrimination against SEP groups;
 3. Seek ways to help SEP groups to advance by using their skills more fully;
 4. Monitor agency progress in eliminating discrimination and adverse impact on SEP groups in employment and agency programs; and
 5. Educate federal employees and managers about the extent of various forms of discrimination within the Federal Service.
- B. Selection of SEPMs will be in accordance with established APHIS wide procedures, as outlined in the AC CRDAC charter, with final approval of the Deputy Administrator.
 - C. Management Support: Special Emphasis Programs are an essential part of the total EEO program and merit the full cooperation of employees, supervisors, local union(s), and managers. CRDAC may have time to present AC's SEPs during RMS New Employee Orientation (NEO), and provide information to new employees regarding the mission and roles of CRDAC within AC.

Article 24 – Equal Employment Opportunity (EEO)

Section 1 – Policy

The Employer and the Union affirm their commitment to the policy of providing Equal Employment Opportunities (EEO) to all employees and to prohibit discrimination because of race, color, religion, sex, national origin, disability, age, marital status, sexual orientation, status as a parent, lawful political affiliation, or protected genetic information. Employees have the right to engage in the EEO process at any given time and may do so by contacting an EEO Counselor in the Office of Civil Rights, Diversity, and Inclusion (OCRDI) directly. Any requests for administrative time to work on an EEO case (formal and informal) will be approved by the Employer consistent with the regulations issued by the OCRDI. No employee will be reprimed against for participation in protected EEO activity.

Section 2 – Mutual Concern

The Union and the Employer agree to discuss with each other perceived general areas of discrimination, and potential remedies. The Employer will maintain a link to the website of the Office of Civil Rights, Diversity and Inclusion (OCRDI), which is located at, APHIS OCRDI. The Parties recognize that OCRDI adheres to EEOC Management Directive (MD) 110 and other applicable laws, rules and regulations relating to EEO matters.

Section 3 – Meeting

The Union recognizes Management is responsible for the implementation of the department's EEO Policy Statement. If this implementation impacts policies, practices or working conditions of bargaining unit employees, management will fulfill their bargaining obligations. Upon request, OCRDI may meet at a mutually agreeable time and place with representatives of the Union to discuss general EEO matters related to personnel practices, policies and/or working conditions affecting bargaining unit employees. The Union representatives will be granted official or duty time as appropriate.

Section 4 – Equal Opportunity Programs

The Parties recognize that EEO Programs are managed by APHIS OCRDI for all program areas within APHIS. Employees can find information about OCRDI and the EEO complaint procedures on their website located at, APHIS OCRDI. OCRDI also provides written material on EEO processes directly to employees who contact them with a request. A link to OCRDI will be maintained on the Animal Welfare Operations SharePoint site. OCRDI provides oversight for compliance with all EEO procedures.

Section 5 – Informal EEO Discussions

A bargaining unit employee may be accompanied by a Union representative during a discussion with an EEO Counselor, if the employee so elects and if the employee has not elected a personal representative outside the bargaining unit.

Section 6 – Grievances and EEO Complaints

- A. A bargaining unit employee has the option of filing either a formal grievance or a formal EEO complaint, but not both.
- B. Any bargaining unit employee who wants to file or has filed a complaint or grievance shall be free from coercion, interference, and reprisal.
- C. Grievance: Any bargaining unit employee may file a grievance alleging discrimination under the Negotiated Grievance Procedure or an EEO complaint but not both.
- D. EEO Complaint: Any bargaining unit employee who seeks to file an EEO complaint has the right to select a personal representative (who may be a Union representative). If the personal representative is a Union official, they are entitled to a reasonable amount of official time (see 29 CFR §1614, 605 and S/OCR guidance). The Parties recognize that per EEOC guidance, notices will be sent to the representative of record. The Employee is provided with copies of EEO counselor report(s), and the employee can choose to share that information with their representative.

Section 7 – Formal Discussions

The Union will be given an opportunity to have a representative present at any formal discussions with bargaining unit employees during the EEO process, including those where possible settlements may be made (this does not include the informal stage), unless the employee has selected in writing a representative of record outside the union.

Section 8 – EEO Training

The Parties recognize that training in EEO issues, including the prevention of discrimination, harassment and sexual harassment, is an important tool in ensuring Equal Employment Opportunity and a discrimination-free work environment. The Parties recognize that the Agency conducts quarterly training through AgLearn.

Article 25 – Reasonable Accommodations

Reasonable Accommodation (RA) is governed by federal laws, regulations, rules, and policy stated in the Departmental Regulation 4300-008, "Reasonable Accommodation and Personal Assistance Services for Employees and Applicants with Disabilities," 29 CFR §1630 "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act" and this Agreement.

Section 1 – General

- A. The Agency is committed to affirmative action for the recruitment, hiring, inclusion, and advancement of qualified individuals with disabilities/impairments.
- B. For the purposes of this Agreement, an "accommodation" is defined as "any change in the work environment or in the way things are customarily done that enables an individual with a disability to enjoy equal employment opportunities."
- C. The Parties recognize a RA involves the removal of barriers that prevent a qualified disabled employee or applicant for employment from enjoying the same rights, benefits, and privileges of non-disabled employees. Generally, this means an adjustment made to a job and/or work environment that enables a qualified person with a disability to perform the essential duties of that position.
- D. RAs do not entitle a qualified individual with a disability to an accommodation of choice, but rather to an effective accommodation.
- E. 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.
- F. The Employer will offer effective RAs to qualified individuals with disabilities/impairments regardless of the type of appointment, unless Management can demonstrate that the accommodation would impose an undue hardship on the operation of APHIS-Animal Care.
- G. The Parties recognize a RA will be determined on a case-by-case basis taking into consideration the employee's existing limitations in relation to their essential functions. Applicants and employees may request a RA anytime throughout their application, hiring, and employment experience.
- H. The Parties agree that in many cases, changes in the work environment enable persons with disabilities/impairments to perform their job duties more effectively.
- I. The APHIS Workplace Resolutions and Wellness Branch shall maintain the records related to an employee's request for reasonable accommodation in accordance with applicable Federal regulations. APHIS 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. The Parties recognize that it is the employee's responsibility to elect representation if they choose and to share information with their elected representative. The interactive meeting to initiate discussions will be conducted as soon as possible to ensure the process is concluded within the thirty (30) day timeline.
- B. The Parties understand an RA request involves an interactive process between the supervisor and their employee, the employee's representative (if designated) and other parties deemed appropriate to assist identifying the necessary adjustments requested and to determine the

appropriate accommodation. Unless requested by the employee, Union representation will not be required during the interactive process.

- C. The interactive process will identify and consider:
 - 1. The essential functions of the employee's position;
 - 2. The employee's functional limitations and needs; and
 - 3. Possible accommodations to address the limitations and needs identified above.
- D. The Agency is not required to provide personal use items needed in accomplishing daily activity as a reasonable accommodation (e.g., prosthetic limbs, wheelchairs, eyeglasses, hearing aids, similar devices).
- E. RAs do not excuse an employee from discipline or from having the responsibility to adhere to their program policies relating to performance and conduct issues.
- F. If an employee cannot be accommodated in their position of record, consideration for voluntary reassignment to another position of equal or lower grade is the accommodation of last resort.
- G. If an applicant for employment needs an accommodation to allow them to participate in the application or interview process, they should inform the Human Resources Specialist listed on the job announcement as quickly as possible.
- H. Should an employee with a qualified disability become unable to perform the essential functions of their job, and no effective RA is available, the employee may seek a reassignment, as outlined in Section 6 below.
- I. Job restructuring may be considered as a RA. Job restructuring generally means modifying the job to reallocate or redistribute nonessential or marginal job functions or altering when and/or how a function is performed. Job restructuring does not alter the essential functions of the job; rather, any changes made are those which enable the person with a disability to perform those functions. The process for restructuring jobs may include, but is not necessarily limited to:
 - 1. Identifying which marginal job function, if any, the employee with a disability cannot fulfill with a reasonable accommodation.
 - 2. Reallocating and swapping a non-essential job function, so the employee with the disability may continue to fulfill the essential job functions; or
 - 3. Working with employees to modify deadlines, timeframes, priorities, duty hours, duty station, and remote working conditions.
- J. An employee may be provided an assistance device, if the Employer determines the use of the equipment is necessary to perform official duties.

Section 3 – Employee Responsibilities

- A. When an applicant or employee with a disability decides to request an accommodation, the individual or their representative must inform the employee's immediate supervisor or Reasonable Accommodation Specialist (RA Specialist) about the need for an accommodation.
- B. The employee is encouraged to request a RA before their condition has a negative impact on performance or conduct at work.
- C. To request accommodations, an individual may use "plain English" and need not mention the Americans with Disabilities Act Amendments Act (ADAAA) or use the phrase "reasonable accommodation." Employees may initiate reasonable accommodation requests with their immediate supervisor, or the RA Specialist either verbally or in writing (hard copy or email).
- D. Employees seeking reasonable accommodations need not disclose personal or medical information to supervisors, as supervisors do not evaluate medical documentation. Employees seeking reasonable accommodations must provide sufficient information and documentation

to the RA Specialist, 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 through the application process.

- E. When requested, provide the RA Specialist relevant medical information related to the functional impairment and the requested accommodation. The RA Specialist can provide the supervisor with information on the employee's limitations to facilitate the interactive process but shall not provide the supervisor with a copy of any medical documentation the employee provides.
- F. The employee must notify the supervisor when a granted accommodation is not working.

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 they are 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, the supervisor will document their 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. Works 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 APHIS.

Section 5 – Employee Representation

- A. At the request and written designation of the employee, the employee's representative (i.e. family member, friend, health professional, Union representative or other representative) may assist the employee in their 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.

Section 6 – Reassignment as Accommodation of Last Resort

- A. The reassignment process will be consistent with Departmental Regulation 4300-008, "Reasonable Accommodation and Personal Assistance Services for Employees and Applicants with Disabilities." Reassignment is considered only if no other accommodations are available to enable the individual to perform the essential functions of their job, or if the only available accommodation would cause an undue hardship to APHIS.
- B. Reassignments will be made only to vacant and funded positions and to employees who are qualified for the new position, upon consent of the employee.
- C. APHIS is not required to create a new position for the employee as part of this process.
- D. If an available position is identified for which the employee is qualified, they 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.

- E. 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 as defined by regulations, laws and policies. USDA-wide positions will be considered for possibilities for reassignment among vacant and funded positions, or anticipated vacancies for which the employee is qualified.
- F. A reasonable accommodation 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, relocation costs will not be paid.
- G. 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 their job.

Section 7 – 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 they are no longer able to perform efficient and useful service and that their 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, they have the following options:

- A. Request for Reconsideration. Upon receipt of the denial from Management, the employee or applicant has ten (10) business days to request reconsideration. After receiving a request for reconsideration, Management has fourteen (14) business days to render a decision and notify the requestor, in writing. If the employee requests reconsideration of their denial, and it is denied again, the employee may proceed to the below options.
- B. Alternative Dispute Resolution (ADR). The employee or applicant is encouraged to participate in informal resolution processes available to address the RA outcome.
- C. Negotiated Grievance Procedure. Employees covered by the collective bargaining agreement may use the negotiated grievance process for RA denials. Filing a grievance constitutes an election of forum. If the grievance forum is selected, then generally a complaint may not be filed on the same issue/same theory in the forum identified in 8D below. Conversely, a complaint filed in the forum below will bar a grievance over the same issue/same theory.
- D. 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 CFR §1614. Contact the local Civil Rights Office for further information.

Article 26 – Employee Assistance Program

Section 1 – General

The Employee Assistance Program (EAP) is a professional counseling and referral service to help APHIS employees with personal and professional problems. It is free, confidential within the limits of the law, and voluntary. EAP can assist with emotional, family, marital, alcohol or drug use/abuse, relationship problems, and other issues, twenty-four (24) hours a day, seven (7) days a week. For immediate assistance call 1-800-222-0364 (1-888-262-7848 TTY).

Section 2 – Policy

The Employer recognizes that early, constructive intervention can contribute to the employee's productivity, as well as the employee's well-being. The Employer may initiate either an informal or formal referral to the EAP when they determine that an employee may need help. The Parties recognize that an informal referral is letting the employee know that there are concerns and providing them with the EAP phone number, EAP website, and/or an EAP brochure. The Parties further recognize that a formal EAP referral is a written referral to the EAP as part of Management's efforts to deal with employee job performance or conduct issues that seem to arise from work and/or personal problems, stressors, and/or pressures.

Employees are encouraged to utilize the services of the Employee Assistance Program (EAP) when they determine the need to deal with issues which may adversely affect conduct and/or performance. The EAP offers professional and confidential counseling services designed to help address the personal concerns and life issues facing employees. The Employer reserves the right to encourage employees whose work performance is adversely affected to pursue counseling, help, or treatment through the EAP.

Section 3 – Notification

The Employer will provide newly hired employees information (phone number, email address, website) about the EAP during RMS New Employee Orientation (NEO). The Parties recognize that any employee, may inform another about the EAP. EAP information is available through the Workplace Resolution and Wellness Branch (WRWB).

Section 4 – Responsibilities and Guidelines

When a supervisor observes that an employee is experiencing difficulties in maintaining his or her job performance, the supervisor will discuss the apparent difficulties with the employee. Employees have the right to request union representation for any discussion in connection with this article. The Parties acknowledge that the nature of the employee's issue will remain confidential within the limits of the law.

Section 5 – Participation

A. Employees are authorized official time (Administrative Leave) to meet with counselors either via telephone contact or for face-to-face appointments. An employee may be allowed up to six (6) visits to attend appointments when the session occurs during working hours and the employee is in the assessment/referral phase.

- B. Per the Human Resources Desk Guide, 4630-65, Absence and Leave, Section D., Employee Assistance Program, states, “An employee may be granted up to one (1) hour (or more as necessitated by travel) of excused absence for each counseling session during the assessment/referral phase.”
- C. Both Parties acknowledge that an employee’s utilization of the EAP does not contribute to performance or conduct related actions that may affect career status.

Section 5 – Confidentiality

Except as required by law (5 U.S.C. §522a) or regulation (5 CFR §297.401), medical history records, including those containing behavioral information, will not be disclosed without the employee’s written consent.

Article 27 – Disciplinary and Adverse Actions

Section 1 – Definition

Discipline is defined for the purposes of this Article as any disciplinary or adverse action taken under 5 CFR §752 against an employee that results in a letter of reprimand, suspension without pay, reduction in-pay or -grade, or removal from APHIS-Animal Care, except for performance actions taken under Article 12 – Performance Management.

Section 2 – General

- A. Management shall determine when the need arises for disciplinary or adverse actions. Disciplinary actions and adverse actions will be taken in accordance with applicable laws, rules, and regulations in effect at the time of the action. The specific penalty for an instance of misconduct shall be tailored to the facts and circumstances of the situation. Procedures for disciplinary and adverse actions are described in this Article.
- B. The objective of discipline is to correct employee behavior and to prevent the recurrence of misconduct.
- C. Management and the Union agree that it is important that the supervisor/employee relationship encourage early recognition and resolution of potential conduct situations that could lead to disciplinary or adverse action.
- D. When Management becomes aware of potential misconduct or misconduct by an employee, the employee will be contacted as soon as practicable and instructed to discontinue the misconduct. Management will not knowingly allow instances of misconduct to continue for the purpose of increasing the severity of a potential penalty. The Parties recognize there are limitations to, if and when, the Employer can notify the employee to discontinue misconduct, including but not limited to criminal investigations and investigations outside of the USDA’s control.
- E. Discipline against employees must be based on just cause, consistent with applicable laws and regulations, and fair and equitable.
- F. When discipline is initiated, it will be within a reasonable time period after the incident in question, or after Management knew or reasonably should have known of the incident.

Section 3 – Penalty Determination

- A. In determining what would be considered a reasonable penalty when taking disciplinary and adverse actions, Management will give due consideration to the relevance of all mitigating and/or aggravating circumstances and fully apply the relevant Douglas Factors articulated by the Merit Systems Protection Board in *Douglas v. Veterans Administration* 81 FMSR 7037, 5 MSPR 280 (MSPB 1981).

The Douglas factors are:

- 1. The nature and seriousness of the offense, and its relation to the employee’s duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated;
- 2. The employee’s job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position;
- 3. The employee’s past disciplinary record;

4. The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;
 5. The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisors' confidence in the employee's work ability to perform assigned duties;
 6. Consistency of the penalty with those imposed upon other employees for the same or similar offenses;
 7. Consistency of the penalty with any applicable agency table of penalties;
 8. The notoriety of the offense or its impact upon the reputation of the agency;
 9. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question
 10. Potential for the employee's rehabilitation;
 11. Mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and
 12. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.
- B. The objective of discipline, primarily, is to correct and improve employee behavior so as to promote the efficiency of the service.
- C. Discipline will be appropriate to the offenses committed and will generally be progressive in nature with respect to the egregiousness of the offense. A more serious penalty than the least available may be taken whenever required by law or regulations, or when necessary to correct particularly egregious misconduct.

Section 4 – Counseling/Cautionary Situations

Supervisory counseling actions are not considered formal discipline and will not be placed in the employee's Official Personnel Folder (eOPF). Supervisory counseling actions include oral or written counseling, admonishment, instruction, caution, or warning. Employees will receive a copy of any written counseling letter. Written counseling letters will include the specific reasons for the letter and the expectations for the employee.

Section 5 – Misconduct Investigations

- A. Misconduct investigations, if warranted, will be performed in accordance with the laws, rules, and regulations in effect at the time of the investigation.
- B. The Parties recognize that timeliness is critical for effective disciplinary actions and that an employee may invoke their Weingarten rights to representation during any inquiry or investigation. In such instances the Management official will:
- 1) grant the request and defer the discussion to allow the employee an opportunity to secure an available representative;
 - 2) discontinue the interview; or
 - 3) offer the employee the choice to continue the interview without representation or have no interview at all.

If the Management official chooses the first option, the Employer may reschedule the investigative interview within five (5) business days to allow the employee the opportunity to secure and consult with representation unless immediate action is required for employee safety.

- C. Prior to proposing disciplinary action against a bargaining unit employee, the Employer will conduct a preliminary fact-finding inquiry and/or investigation.
 - 1. For supervisory inquiries, the affected employee may request information from their supervisor about the status of an inquiry at any time, but not the substance. The response will specify whether the inquiry has been completed or when closure is expected, if known.
 - 2. For misconduct investigations, Management will notify the subject of the investigation that it is completed within thirty (30) days after the investigation is completed. If the investigation is not completed within ninety (90) days from the date the subject of the investigation was first examined, the employee may request the status of the investigation and Management will provide the information within fourteen (14) days thereafter. For misconduct investigations, if no disciplinary action is warranted, the employee will be notified in writing within thirty (30) days of final determination.
- D. Once Management has been notified that the Union is representing the employee(s) in reference to a specific matter, Management will notify the representative of any additional meetings with the employee(s) relevant to that matter. This notification will allow reasonable time for the representative to attend the meeting(s). A copy of any correspondence to the employee from Management will be sent to the Union representative at the same time as it is sent to the employee.
- E. Criminal investigations: The provisions of this section do not apply to criminal investigations.

Section 6 – Discipline

- A. The Agency will follow OPM requirements when determining the appropriate retention period. The personnel action (SF-50) documenting the disciplinary action noted in the decision letter will remain in the employee’s official personnel file permanently, unless successfully appealed.
- B. The Employer will make available to the Employee all documentary evidence used to support a disciplinary action. Electronic copies of relevant evidence will normally be provided with the disciplinary action. The Employee and designated representative will be given access and the ability to make a copy of any relevant documentary evidence where a copy of the relevant documentary evidence was not provided with the notice of proposed disciplinary action.
- C. Provisions common to all discipline except letters of reprimand taken under 5 CFR §752:
 - 1. In the event an employee is issued a notice of proposed discipline, that employee must be afforded and made aware of all the rights and privileges due under 5 CFR §752 and this Master Agreement.
 - 2. Management will state in sufficient detail the reasons for proposed discipline and provide the employee copies of any evidence to support the proposed action.
 - 3. The employee will be granted a reasonable amount of duty time to prepare an answer to any proposal.
 - 4. Time limits for the employee’s response may be extended upon written request.
- D. Letter(s) of Reprimand: Letter(s) of reprimand will be clearly titled and shall contain information to indicate specifically why the letter is being issued. The letter shall inform the employee that they have the right to file a grievance under the negotiated grievance procedure and have the right to be represented by a NFFE Union representative.
- E. Suspension of fourteen (14) days or less: The following applies to an individual in the competitive service who is not serving a probationary or trial period under an initial appointment or who has completed one (1) year of current continuous employment in the same

or similar positions under other than a temporary appointment limited to one (1) year or less. Such an employee is entitled to:

1. At least seven (7) days advanced written notice stating the specific reasons for the proposed suspension.
2. Review the material, including statements of witnesses, documents and investigative reports relied upon in the decision to issue discipline. From the date the material is received, the employee has up to fifteen (15) calendar days to answer orally and/or in writing and to furnish affidavits and/or any other documentary evidence in support of their response.
3. Representation by the National Federation of Federal Employees (NFFE), an attorney, or another representative.

Note: The employee will notify management, in writing, of either the individual or organization they've chosen to represent them as well as relevant contact information, including updates as needed. If there are mitigating circumstances where written designation cannot be made prior to a representational need, verbal designation by the employee will be sufficient and the designation will be documented as soon as practicable.

4. A careful consideration of the evidence and the employee's response by the deciding official, including any mitigating factors. The deciding official shall decide:
 - a. To withdraw the proposed discipline;
 - b. To institute a lesser discipline; or
 - c. To institute the proposed discipline.
5. A written decision and the specific reasons therefore, at the earliest practicable date.
6. The opportunity to grieve the decision through the negotiated grievance procedure as described in Article 28 – Grievance Procedures. The written decision shall advise the employee of this right.

F. Suspension for more than fourteen (14) days, removal, furlough without pay for thirty (30) days or less, or reduction-in-pay or -grade (adverse actions): The following applies to an individual in the competitive service who is not serving a probationary or trial period under an initial appointment, or who has completed one (1) year of current continuous employment under other than a temporary appointment limited to one (1) year or less; and a preference eligible in the excepted service who has completed one (1) year of current continuous service in the same or similar positions. Such an employee is entitled to:

1. At least thirty (30) days advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action.
2. Review the material, including statements of witnesses, documents and investigative reports relied upon in the decision to issue discipline. From the date the material is received, the employee has up to fifteen (15) calendar days to request and schedule an oral reply meeting and/or reply in writing and furnish affidavits and/or any other documentary evidence in support of their response.
3. Representation by the National Federation of Federal Employees (NFFE), an attorney, or another representative.

Note: The employee will notify management, in writing, of either the individual or organization they've chosen to represent them as well as relevant contact information, including updates as needed. If there are mitigating circumstances where written designation cannot be made prior to a representational need, verbal designation by the employee will be sufficient and the designation will be documented as soon as practicable.

4. A careful consideration of all the facts and evidence of the case, including the Douglas factors and the employee's response, if any. The deciding official shall decide:
 - a. To withdraw the proposed discipline;
 - b. To institute a lesser discipline; or
 - c. To institute the proposed discipline.
5. A written decision and the specific reasons therefore, at the earliest practicable date.
6. The decision letter informing the employee of their option to appeal the action to the Merit Systems Protection Board (MSPB) or through the negotiated grievance procedure, but not both, and informing the employee that they will be deemed to have exercised their option to raise the matter under one procedure or the other at the time the employee timely files a written grievance or files a notice of appeal under the applicable MSPB procedure. If the employee chooses to use the negotiated grievance procedure, the employee must represent themselves or be represented by the Union.

Section 7 – Alternative Discipline

- A. In accordance with the provisions of USDA Personnel Bulletin No. 751-3, the Animal and Health Inspection Service, Animal Care, encourages the use of alternative discipline whenever appropriate.
- B. Alternative discipline provides an opportunity to better manage caseloads, reduce administrative costs, and rehabilitate employees for productive Government service.
- C. Alternative discipline agreements will promote the efficiency of the service and may contain nontraditional penalties such as community service, donation of annual leave to the leave transfer program, use of leave-without-pay instead of suspensions, or combinations of these or other agreed-to alternatives.
- D. Employees may offer suggestions for alternative discipline to the deciding official.
- E. The option to enter into an alternative discipline agreement is voluntary on the part of the employee. When offered an alternative discipline agreement, the employee will be informed in writing that they may discuss the alternative discipline agreement with a Union representative before signing. Employees will not be required to make a decision on an offer of alternative discipline before receiving a written decision on the proposed discipline.

Section 8 – Termination of Probationary/Trial Employees

- A. The Parties recognize that the probationary/trial period is an extension of the examining process.
- B. Terminations of probationary/trial employees for conduct or performance reasons will take place only when reasonable doubt exists as to the appropriateness of continued employment. Employees will have an opportunity to demonstrate their performance and conduct for continued employment to the fullest extent possible during their probationary period. If a decision is made to terminate an employee during the probationary period, a written notice will be issued to the employee containing the reasons for the action and its effective date. The reasons will include any agency conclusions on performance and/or conduct deficiencies.
- C. Discipline of probationary/trial employees that is less than removal will follow the same procedure above, except the employee will be advised in writing of their right to grieve the decision, according to Article 28 – Grievance Procedures.

Article 28 – Grievance Procedures

Section 1 – Purpose

The purpose of this Article is to provide a mutually acceptable method for the prompt settlement of grievances filed by bargaining unit employees, the Union, or the Employer. The intent of the Parties is that differences be resolved at the lowest level; promptly, equitably, and whenever possible informally.

- A. Grievances may be filed against any violations of employee rights and articles in this agreement.
- B. Employees and their representatives will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal, consistent with 5 U.S.C., Chapter 71, and this Agreement.
- C. Bargaining unit employees will be allowed up to two (2) hours of regular work (TC 01) time for the initial preparation of the grievance with supervisory approval and subject to mission requirements. Requests for additional time will be submitted to the employee's first line supervisor.

Section 2 – Grievance Prevention

Many complaints arise from misunderstandings or disputes that can be resolved promptly and satisfactorily on an informal basis. Potential grievants are encouraged to discuss their concerns with the other party in an attempt to resolve issues before they become grievances.

Note: Attempting to resolve complaints informally does not extend the timeline to file a grievance unless the parties mutually agree to an extension in writing.

Section 3 – Definitions

A grievance means any complaint:

- A. by any employee concerning any matter relating to the employment of the employee;
- B. by the Union concerning any matter relating to the employment of any employee; or
- C. by any employee, the Union, or the Agency concerning-
 - 1. the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
 - 2. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment

Section 4 – Exclusions

This grievance procedure does not apply to:

- A. Those matters excluded by of 5 U.S.C. §7121(c); i.e., any grievance concerning:
 - 1. Any claimed violation of 5 U.S.C. Chapter 73, Subchapter III, relating to prohibited political activities;
 - 2. Retirement, life insurance, or health insurance;
 - 3. A suspension or removal under 5 U.S.C. §7532 for reasons of national security;
 - 4. Any examination, certification, or appointment; or
 - 5. The classification of any position which does not result in the reduction of grade or pay of an employee.
- B. Non-selection under promotion procedures from a properly ranked and certified list of candidates.

- C. Issuance, suspension, or revocation of a security clearance
- D. Filling of positions outside the bargaining unit
- E. Individual appeals to Reductions-in-Force. This does not prevent the Union from filing a grievance alleging violation of this Agreement or violation of appropriate regulation on matters affecting other than an individual case.
- F. Non-adoption of a suggestion, disapprovals of quality step increases, other kinds of discretionary or honorary awards.
- G. The content of critical elements and performance standards.
- H. The termination of temporary employees and probationary employees.
- I. Notices of proposed disciplinary or proposed performance-based actions.
- J. Workers Compensation claims within the jurisdiction of the Department of Labor (DOL), or the Comptroller General.
- K. Any matter that has been filed as an Unfair Labor Practice (ULP) by the Grievant.
- L. A decision to include or exclude an employee's position on or from the eligibility list for Voluntary Early Retirement Authority (VERA) or the Voluntary Separation Incentive Payment (VSIP).

Section 5 – Options

- A. Bargaining unit employees have the option of raising the following matters under a statutory appeals procedure or the negotiated grievance procedure but can only file under one procedure:
 1. Adverse Action (5 U.S.C. §7512) to MSPB or EEOC (if discrimination is alleged).
 2. Actions Based on Unacceptable Performance (5 U.S.C. §4303) to MSPB or EEOC (if discrimination is alleged).
 3. Discrimination [5 U.S.C. §2302 (b) (1)] to EEOC.
 4. Prohibited Personnel Practices [5 U.S.C. §2302(b)(1)] to the Office of Special Counsel.
- B. A bargaining unit employee shall be deemed to have exercised their option under this section to raise the matter under either a statutory procedure or the negotiated procedure at such time as the employee timely initiates a formal action under the applicable statutory procedure or timely files a grievance in writing in accordance with a negotiated procedure, whichever event occurs first.

Section 6 – Application

- A. Only the Union may represent bargaining unit employees in such grievances. However, any bargaining unit employee, or group of bargaining unit employees, may personally present a grievance and have it adjusted without representation by the Union, provided that the Union will be given the opportunity to be represented in all the discussions in the grievance process. Any adjustment of the grievance must be consistent with the terms of this Agreement.
- B. Bargaining unit employees who choose the Union as the representative are individually and collectively bound by the actions and decisions of the representative.
- C. Grievances against the employer are to be submitted via email to ac.labor.team@usda.gov. Grievances against the Union should follow the steps below in Section 11. At any step of the grievance procedure, if the grievance is filed with an inappropriate Management or Union official, the recipient will forward to ac.labor.team@usda.gov or the NFFE Local 2021 mailbox (nffe2021.acunion@usda.gov) to ensure it is routed to the appropriate deciding official. Timelines for incorrect filings will be calculated using the date of receipt by the

appropriate deciding official.

- D. At any step of the negotiated grievance procedure, when any Management deciding official designates someone to act on their behalf, that designee will have complete authority to render a decision at that step. Any official designated to render a decision at the next higher step, cannot be the same person who issued the decision for the lower-level grievance.
- E. Grievance filings and responses/decisions will be delivered in the timeframes established in this article, normally by email.
- F. If additional alleged violations are found during the Step 1 or Step 2 grievance process, the grievance may be retracted and the Parties agree that one (1) fourteen (14) calendar day extension will be granted in totality of the grievance procedure, to resubmit the grievance.
- G. In all grievance decisions by either Party, the basis for any denial will be given.
- H. In the event either party should declare a grievance non-grievable or non-arbitrable, the declaring party agrees to raise the question of grievability or arbitrability of a grievance as soon as identified/recognized. However, the Employer may raise the non-grievability or non-arbitrability of a Management Right (as defined in 5 U.S.C. §7106(a)(1)) at any time.
- I. All steps of the grievance process shall be submitted in writing via email.

Section 7 – Skipping the Step 1 Grievance

In the following circumstances, a grievance will not be filed at the Step 1 level; rather, the grievance will be filed directly at the Step 2/Final Step level. In these instances, a bargaining unit employee or the Union may file a Step 2/Final Step Grievance within thirty (30) calendar days of the effective date of the action or when the grievant first became aware of the matter.

- A. Disciplinary and Adverse Actions: Any action taken under Article 27 – Disciplinary and Adverse Actions, except that a Letter of Reprimand or Letter of Caution may still be grieved at Step 1.
- B. Unacceptable Performance: Any action taken under Article 12 – Performance Management.
- C. In the case of matters affecting the majority of the bargaining unit, the Union may file a Step 2 Grievance.
- D. Leave Forfeiture: The denial of the restoration of forfeited annual leave.

Section 8 – Step 1 Grievance Process

- A. Filing Deadline: The grievant and/or representative must file the Step 1 Grievance within thirty (30) calendar days of the incident resulting in the complaint or the date the grievant first became aware of the matter. The timeline may be extended if the parties mutually agree in writing by noon ET on the last calendar day of the deadline, or next business day if the deadline falls on a weekend. Management will respond within four (4) calendar days to the grievant and/or representative confirming receipt of the grievance.
- B. The Step 1 Grievance must include the following:
 - 1. The incident resulting in the complaint or the issue(s) being grieved;
 - 2. The date of the occurrence;
 - 3. Any supporting evidence;
 - 4. Alleged violations, of this Agreement, 5 U.S.C. Chapter 71 (conditions of employment), and/or other laws, rules, and regulations;
 - 5. Requested remedy/relief;
 - 6. Indication that this is a “Step 1 Grievance;”

7. Grievant's name and position title;
 8. Whether a meeting is requested.
- C. Management will identify the official who will review and investigate the Step 1 Grievance. The Parties agree that Step 1 Grievances pertaining to disciplinary actions will be assigned to an Assistant Director or other management official outside the grievant's immediate chain of command. The Parties understand there will be grievances that should not be reviewed by the individual alleged to have committed the violation. The Parties recognize that for non-disciplinary grievances to be handled at the lowest level possible, grievances may need to be assigned to a Supervisory Animal Care Specialist (SACS) or other management official. Once an official has been identified, all Parties involved in the grievance will be notified of the official assigned.
- D. If a grievance meeting is requested, the Step 1 official, or designee, will discuss the grievance with the grievant and/or representative within fifteen (15) days of receipt of the grievance. A written decision will be delivered to the grieving party within fourteen (14) calendar days of the Step 1 Grievance Meeting. If no meeting is requested, a written decision will be delivered to the grievant within fourteen (14) calendar days of notification of the grievance.
- E. If the grievant is not satisfied with the response, then they have ten (10) calendar days after receipt of the Step 1 response to file a Step 2 Grievance.
- F. When an offer of relief is accepted by the employee/Union it will be signed by the grievant and/or the grievant's Union representative along with the appropriate official.

Section 9 – Step 2 / Final Step Grievance Process

- A. Filing Deadline: If the complaint is not resolved in the Step 1 Grievance process, the grievant and/or representative may file a Step 2 Grievance within ten (10) calendar days after the Step 1 Grievance response was received. The timeline may be extended if the parties mutually agree in writing by noon ET on the last calendar day of the deadline, or next business day if the deadline falls on a weekend. Management will respond within four (4) calendar days to the grievant and/or representative confirming receipt of the grievance.
- B. It is important to include in the Step 2 Grievance:
1. A copy of the Step 1 Grievance, as applicable;
 2. A copy of the Step 1 response, if available;
 3. The incident resulting in the complaint or the issue(s) being grieved;
 4. The date of the occurrence;
 5. Any supporting evidence;
 6. Alleged violations, of this Agreement, 5 U.S.C. Chapter 71 (conditions of employment), and/or other laws, rules, and regulations;
 7. Requested remedy/relief;
 8. Indication that this is a "Step 2 Grievance;"
 9. Whether a meeting is requested; and
 10. Grievant's name and position title
- C. Management will identify the official who will review and investigate the Step 2 Grievance. The Parties agree that Step 2 Grievances will be assigned to a Director or other management official outside the functional unit of the involved Parties. Once an official has been identified, all Parties involved in the grievance will be notified of the official assigned.
- D. If a grievance meeting is requested, the Step 2 official, or designee, will discuss the grievance with the grievant and/or representative within fifteen (15) days of receipt of the grievance. A

written decision will be delivered to the grieving party within fourteen (14) calendar days of the Step 2 Grievance Meeting. If no meeting is requested, a written decision will be delivered to the grievant within fourteen (14) calendar days of notification of the grievance.

- E. If the grievance is not resolved, the Union or the Employer may invoke arbitration within thirty (30) calendar days of the grievant's receipt of the written decision, in accordance with Article 30 - Arbitration.
- F. Alternative Dispute Resolution (ADR) may be requested within seven (7) days of receipt of the Step 2 grievance decision, in accordance with Article 29 – Alternative Dispute Resolution.
- G. When an offer of relief is accepted by the employee/Union it will be signed by the grievant and/or the grievant's Union representative along with the appropriate official.

Section 10 – Time Limits / Deadlines

- A. For all grievances under this Agreement, if a deadline or due date falls on a non-work day (such as a weekend, holiday, in lieu of holiday, or emergency office closure), then the deadline will be extended to the next workday.
- B. An annual moratorium will be initiated during the following time periods:
 - 1. The week of Thanksgiving holiday; and
 - 2. The week that includes Christmas Day; and
 - 3. The week that includes New Year's Day.
- C. All other time limits in this Article may be extended only by mutual written consent of the Parties.
- D. Time limits for this Article start with "day one" on the day following transmittal or occurrence.
- E. The intent of the Parties is for all participants to comply with the time limits allowed within this Article.
- F. Failure by the grieving party to meet time limits, or to request and receive an extension of time, shall automatically cancel the grievance.
- G. If the appropriate responding official (Employer or Union) fails to respond to a grievance within the deadlines established above, or fails to receive an extension of time, then the grievant (Employer, bargaining unit employee, or Union representative) may advance the grievance to the next step in the process (e.g., Step 2, Union-invoked arbitration) after the response deadline has passed. If the response is received after the deadline and the grieving party has not advanced to the next step, then the timeframes above will apply.

Section 11 – Employer/Union Initiated Grievances

Grievances initiated by the Employer or the Union will be processed in accordance with the following procedures:

- A. The Union or Employer will present the grievance in writing to the other Party within thirty (30) calendar days after the occurrence of the action or incident being grieved or becoming aware of the action or incident.
- B. Union initiated grievances will be submitted in writing to ac.labor.team@usda.gov.
- C. Employer initiated grievances will be filed with the Local 2021 President and cc'd to the NFFE2021.acunion@usda.gov email.
- D. The written grievance will contain:
 - 1. A subject line that clearly identifies the grievance as an "Employer or Union Grievance,"
 - 2. the grievant's contact information, and

3. the reason(s) for the complaint, and
 4. the alleged contract articles, policies, regulations, or laws violated, if known, and
 5. the desired relief or remedy.
- E. The filing Party may request a meeting to discuss the grievance and resolutions. The Party filing the grievance will be furnished a written decision by the other Party within fourteen (14) calendar days of receipt of the grievance, or fourteen (14) calendar days after the meeting is conducted. If dissatisfied with the decision, the grieving party may request arbitration as specified in Article 30 - Arbitration.
- F. Alternative Dispute Resolution (ADR) may be requested within seven (7) days of receipt of the decision, in accordance with Article 29 – Alternative Dispute Resolution.

Section 12 – Grievance Termination

Any grievance will terminate:

- A. At the grievant's request.
- B. Upon failure by the grieving party to meet time limits, or to request and receive an extension of time in writing, unless mitigating circumstances prevail.

Article 29 – Alternative Dispute Resolution Program

Section 1 – Goals

The Parties agree to establish an Alternative Dispute Resolution (ADR) procedure. This is a non-binding means by which the Parties may settle grievances prior to committing additional time and expense in the arbitration process.

Section 2 – Procedure

A bargaining unit employee or the Union on behalf of the employee may elect to have a grievance resolved through ADR by making a request at the final step in the grievance process as described in Article 28 – Grievance Procedures in lieu of arbitration.

Any decision reached through ADR must not violate provisions of this Agreement or any existing personnel policy, practice, procedure, or law. The Parties agree to the use of the services of the Federal Mediation and Conciliation Service (FMCS). The process will be used as a non-binding attempt at dispute resolution before the invocation of arbitration.

- A. Each grievance/dispute will be dealt with on an individual basis.
- B. The grievant or party requesting the use of ADR will submit the request within seven (7) days after receipt of a decision.
- C. The Parties will jointly initiate a request within ten (10) days from receipt of the request for ADR from the grievant.
- D. The Parties agree to cooperate with the efforts of the FMCS. Cooperation does not imply agreement.
- E. Any recommendations of the mediator shall not be used as evidence during any official, binding third party settlement, nor may they be used in any further grievance proceeding.
- F. The use of the ADR process will serve to suspend the time parameters for invoking arbitration until one or both Parties decide the mediation process has not been successful. Successful resolution of the dispute through ADR will include a written agreement signed by the Parties.
- G. If the grievant and the Parties agree that ADR has failed to resolve the dispute, the suspension of the arbitration time frame will be discontinued and the grievance may proceed to arbitration.

Article 30 – Arbitration

Section 1 – Applicability

Any grievance not settled under the negotiated grievance procedure may be submitted to binding arbitration. Only the Union or the Employer may invoke arbitration.

Section 2 – Process for Invoking Arbitration of a Grievance

- A. Notice. Either the Union or the Employer may invoke arbitration by submitting a notice to the other party within thirty (30) calendar days following issuance of the final step grievance decision; or within thirty (30) calendar days from the date the final step grievance decision was due. The written notice will identify the grievance and the relief requested. If either party fails to invoke arbitration within the time specified, the right to seek arbitration will be waived.
- B. Arbitrator Selection. Within ten (10) days from invoking arbitration, the party that invoked arbitration will request a list of seven (7) impartial persons qualified to act as arbitrator from the Federal Mediation and Conciliation Service (FMCS). The Parties shall confer within fourteen (14) days after receipt of such list. If the parties cannot agree on an arbitrator from the list, each party will strike one name from the list alternately and then repeat this procedure until only one name remains. The person whose name remains will be selected as the arbitrator.

The party striking the first name from the list in each case will be chosen by a coin toss. Due to remote locations, utilization of random.org or a similar service will be employed to ensure fairness in coin toss procedures. If either party fails to participate in the selection process, the other party will make a selection of the arbitrator from the list.

The Federal Mediation and Conciliation Service (FMCS) has the authority to make a direct designation of an arbitrator to hear the case in the event either party refuses to participate in the selection of an arbitrator or unduly delays such a selection.

- C. Cost. The Parties agree that every effort should be made to avoid arbitration and the cost thereof. The cost of arbitration shall be borne equally by the parties. The arbitration costs shall include the arbitrator's fees and all expenses, including any transcripts or copies thereof. The Parties shall jointly obtain the services of a court reporter if both Parties wish to obtain a transcript. Either party may elect to have a verbatim transcript of the proceedings. In those cases, such transcript shall be made by an authorized court reporter, and the costs shall be borne by the Party ordering. When neither Party wishes to use a court reporter, the arbitrator will not be entitled to the use of a court reporter or transcript paid for by the Parties. If clarification of an arbitrator's decision is necessary, the requesting party will pay for the additional arbitration fees and expenses, and if jointly requested, the costs will be shared. If clarification is needed, the arbitrator will be requested to complete the clarification within thirty (30) calendar days.
- D. Scheduling. Upon selection of the arbitrator, the parties will jointly communicate with the arbitrator and each other in order to select a mutually agreeable date and location for the arbitration hearing. If the Parties agree upon approval by the arbitrator, the hearing will be conducted in a virtual environment during duty hours where practicable. If possible, the hearing will be scheduled within one hundred twenty (120) days after arbitration is invoked. If the Parties are unable to mutually agree and schedule a hearing date within one hundred (120) days, the arbitrator will select a date. If the arbitrator is not available within the timeframe, the Parties agree to select a different arbitrator.

- E. Pre-hearing Conference. The Parties may arrange for a pre-hearing conference, with or without the arbitrator, to consider possible settlement and means of expediting the hearing. For example, this can be done by reducing the issue(s) to writing, stipulating facts, outlining offers of proof, authenticating proposed exhibits, and/or exchanging lists of witnesses.

Section 3 – Authority of Arbitrator

- A. The arbitrator's authority is limited to the adjudication of issues that were raised in the grievance procedure. The arbitrator will not have authority to add to, subtract from, alter, amend, or modify any terms of this Agreement.
- B. In considering grievances concerning actions based on unacceptable performance and adverse actions appealable to the Merit Systems Protection Board (MSPB), the arbitrator will be governed by 5 U.S.C. §7701(c)(1) and, to the extent applicable, by the precedential decisions of MSPB.
- C. The arbitrator will have the authority to require the parties to produce information to the extent allowed by statute, law, and/or regulation.
- D. The arbitrator's decision and award will be final and binding, unless an exception is filed with the FLRA or judicial review is sought. If no exception/review is filed, the arbitrator's decision and remedy will be implemented.

Section 4 – Arbitration Procedures

- A. If the Parties do not agree to expedited arbitration, a formal hearing will be held.
- B. All parties will be entitled to call and cross-examine witnesses. The grievant(s), the grievant's representative, and all employees designated as witnesses will be excused from duty to the extent necessary to participate as a party or to testify as a witness in the arbitration proceeding. Their participation will be on official time and with travel expenses as authorized in agency travel regulations.
- C. The Parties agree to exchange witness lists and/or information that is germane to the case with each other prior to the arbitration through a designated official. This period of exchanging witness lists and requesting information will end ten (10) days prior to the arbitration date. Information germane to the case will be furnished to the Parties no later than ten (10) days prior to the arbitration hearing. If any witness is opposed by the other party, the arbitrator will be contacted to resolve the issue.
- D. The Parties are encouraged to jointly frame the issue(s) prior to the start of the arbitration hearing. If the Parties cannot agree on a joint statement of the issues, they will submit separate statements to each other and to the arbitrator. The arbitrator will decide the issues to be heard on this basis.
- E. The Parties recognize each other's right to dismiss any pending arbitration should the moving party fail to take reasonable steps to have a hearing held within one (1) year of the case being invoked.
- F. The arbitrator will be requested to render the decision and remedy to the parties within thirty (30) days.

Section 5 – Arbitrability

- A. The Parties agree that issues concerning the arbitrability of a grievance presented for arbitration should be raised as soon as possible, preferably during the grievance process. If not previously

raised during the grievance process, the Parties will raise arbitrability issues by submission of a written statement of the issue, including any supporting documentation, to the arbitrator. The Parties acknowledge that in some cases, circumstances may warrant deciding the merits of the case prior to, or at the same time as, the issue of arbitrability. The Parties agree to split the cost evenly for the arbitrator's determination of arbitrability.

- B. If appropriate, the arbitrator will hear evidence and resolve any arbitrability issues at the merits hearing. When an arbitrability decision is made prior to the hearing on the merits, the decision will be requested to be delivered at least ten (10) business days prior to a scheduled arbitration hearing on the merits.

Section 6 – Expedited Arbitration Methods/Options/Alternatives/Procedures

In an effort to reduce time and expenses of some grievance arbitrations, the Parties may agree to expedited procedures that may be appropriate in certain nonprecedential cases or those that do not involve complex or unique issues. Expedited arbitration procedures are intended to be a mutually agreed upon process whereby arbitrator appointments, hearings, and awards are acted upon quickly by the Parties and the arbitrators. The Parties will mutually agree to use one of the three (3) methods below.

- A. A Decision on the Record. A stipulation of facts to the arbitrator can be used when both Parties agree to the facts at issue, and further agree that a hearing would serve no useful purpose. In this case, all facts, data, documentation, etc., are jointly submitted to the arbitrator with a request for a decision based upon the facts presented.
- B. Arbitrator Inquiry. An arbitrator inquiry may be used to expedite the resolution of the grievance. In this case, the arbitrator would make such inquiries as they deems necessary (e.g., inspecting work sites, taking statements), prepare a brief written summary of the facts, and render a decision with a written summary opinion. The Parties may mutually agree to eliminate the summary opinion.
- C. Mini-Arbitration. In this case, an oral hearing will be held, to commence within twelve (12) days after the arbitrator confirms availability for mini-arbitration. If the arbitrator's schedule does not allow for mini-arbitration, one (1) of the first two (2) methods may be agreed upon. The arbitrator will prepare a brief written summary of the facts, with or without the benefit of briefs, and render a written decision with a summary.

Section 7– Exceptions and Appeals

An exception to the arbitrator's decision may be filed in accordance with FLRA regulations.

Section 8 - Implementation of Arbitration Awards

Arbitration Awards will be implemented as soon as possible following the final decision. The arbitrator will retain jurisdiction over their decision for six (6) months, solely for the purpose of resolving any dispute between the parties regarding interpretation, implementation, or application of the award. A decision is not considered final until all exceptions, if any, are resolved.

Article 31 – Official Time

Section 1 – Policy

Management recognizes that in furtherance of good labor-management relations, Union representatives have the responsibility of carrying out representational activities under the Federal Services Labor-Management Relations Statute. Management also recognizes that, by virtue of recognition of the Union as the exclusive representative for employees, the Union has a legitimate need for employees to use official time as Union representatives for representational activities as permitted by applicable law, rule, regulation, and this Agreement.

Section 2 – Purpose

The Parties recognize the use of official time for representational duties which may include but are not limited to:

- A. Preparing for negotiations and negotiate.
- B. Participating in proceedings conducted by the Federal Labor Relations Authority.
- C. Reviewing changes and participate in meetings with Management concerning personnel policies, practices, or other general conditions of employment.
- D. Preparing and present grievances, evaluate management responses to grievances, and prepare for and attend arbitrations.
- E. Filing Unfair Labor Practice charges.
- F. Meeting and/or confer with national staff representatives of the Union with a grievance, arbitration, or unfair labor practice charge.
- G. Conferring with employees with respect to any matters for which remedial relief may be sought pursuant to the terms of this Agreement.
- H. Attending examinations of employees in connection with an investigation if representation is requested by an employee and the employee reasonably believes disciplinary action may result from the investigation.
- I. Preparing a reply to notices of proposed disciplinary, adverse, or unacceptable performance actions.
- J. Attending meetings to present appeals in connection with statutory or regulatory appeal procedures in which the Union is designated as the representative.
- K. Representing the labor organization in formal discussions.
- L. Communicating representational rights and information to bargaining unit employees and respond to representational messages.
- M. Attending union sponsored or other training (e.g., FLRA, FMCS, DOL, etc.), that are of mutual benefit to the Agency and the Union for the purpose of improving their capacities as Union representatives.
- N. Preparing and maintain records and reports to meet requirements in accordance with 5 USC §7120.
- O. Attending formal discussions between one or more representatives of management and one or more bargaining unit employees or their representatives concerning any grievance, any personnel policy or practices, or other general conditions of employment.
- P. Attending an examination of a bargaining unit employee by a representative of management in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests

representation.

- Q. Meeting with management representatives for the administration of this Agreement.
- R. Meeting with bargaining unit employee to resolve complaints and grievances.
- S. Attending grievance meetings with managers and bargaining unit employee.
- T. Attending meetings with Federal Labor Relations Authority or Federal Mediation and Conciliation Service representatives.
- U. Serving as a witness at an arbitration or an unfair labor practice charge or complaint.
- V. Participating as the representative of the union at an arbitration, unfair labor practice hearing or impasse proceeding related to the NFFE Local 2021 Bargaining Unit.
- W. Other representational activities permitted by this agreement.

Section 3 – Provisions for Official Time

Pursuant to 5 U.S.C. §7131(d), the Parties agree that this article details the allotted official time to be considered reasonable, necessary, and in the public interest.

- A. Management recognizes that Union officials/representatives need official time to conduct representational duties. Union officers/representatives will be granted official time to perform these duties, which will not normally exceed the allotments listed below:
 - 1. President: eight (8) hours/week
 - 2. Vice President: six (6) hours/week
 - 3. Secretary/Treasurer: four (4) hours/week. Fifteen (15) hours of official time will be provided annually to the Secretary/Treasurer for preparation of information reports required under 5 U.S.C. §7120 (c), including financial reports and trusteeship reports. The Secretary/Treasurer can designate some of the fifteen (15) hours for the Recording Secretary, President, or Trustees.
 - 4. Recording Secretary: four (4) hours/week
 - 5. Chief Steward: case by case basis
 - 6. One Steward per thirty (30) bargaining unit employees: case-by-case basis.
 - 7. Bargaining unit employees appointed to represent the Union to discuss or negotiate with the Employer in a joint meeting, will request official time as outlined in this Article.
- B. When one Union official is serving in an acting capacity for another Union official, the Union official shall receive official time in accordance with the subsection above.
- C. Any additional time as needed will be approved on a case-by-case basis by a designated supervisor. The decisions to approve additional time will depend on the facts and circumstances of each case.
- D. Exclusions:
 - 1. Time spent by Union representatives representing employees in statutory EEO complaints is official time under Title 29 CFR and does not count against time limits.
 - 2. Union representatives must be in an off-duty status when conducting internal Union business.
 - 3. Overtime compensation shall not be paid for performance of representational duties and responsibilities.

Section 4 – Accounting for Union Official Time

- A. Union representatives are responsible for ensuring the appropriate time codes and amount of official time used is accurately recorded on their timesheet, using the following codes:

1. 35 – Term Negotiations, including preparation
 2. 36 – Mid-Term Negotiations, including preparation
 3. 37 – General Labor Management Relations (all contract administration and representational activities except negotiations and grievances/appeals/complaints)
 4. 38 – Grievance/Appeals/Complaints, including preparing and presenting.
- B. Upon request, but no more than once per quarter, Management will provide the Union with a list of all union officials who used official time in a specified period, including the employee's name, organizational codes, number of hours under each type of time used, total hours under each code, and year to date usage.

Section 5 – Travel and Per Diem

Travel and per diem are not entitlements under 5 U.S.C. Chapter 71 or automatically authorized when official time is granted. The following provision for authorization and payment of travel and per diem apply:

- A. Travel will be requested and approved prior to its commencement pursuant to applicable governing requirements (Federal Travel Regulations, USDA Department Regulation (DR) 2300-005, Agriculture Travel Regulation and other government-wide regulations). Use of government-owned or leased vehicles for Union representatives will be in accordance with the provisions of Article 7 – Official Facilities.
- B. Employees who are performing representational functions as specified in Section 2 may be authorized travel and per diem, when appropriate to provide effective representation.
- C. The Parties recognize that Union officials are required to travel for mission critical work. While in TDY status, the use of official time will take into account the operational needs of the Agency and the rights of the employees to be represented in matters relating to their employment. If a request for official time cannot be authorized for the time requested due to workload requirements, the official may request assistance from other union members or will be authorized to perform union duties when the workload requirements have been met or when other arrangements have been made.
- D. The Parties understand that premium pay may be accrued in the same week for which official time was used when mission critical work is being conducted. Union representatives are not authorized to earn premium or differential pay, overtime, credit hours, or compensatory time (to include travel compensatory time) for their performance of union representational duties.

Section 6 – Request Procedures

Management and NFFE Local 2021 understand the need for expeditiously addressing employee-related issues. The procedure for securing approval to use official time to conduct official labor relations activities is as follows:

- A. Requests for official time should be made as soon as the Union Representative is aware of the need for official time, at least twenty-four (24) hours in advance, except in circumstances where such advance notice is not possible.
- B. Management will respond to requests for official time within five (5) hours, absent exigent circumstances. In cases where the request for official time is sent after business hours, management will respond within five (5) hours of the start of the next business day (Monday – Friday).
- C. Union Representatives responding to emergency situations (examples include removal of

employees from the workplace; injury on the job; Weingarten invocation) should request an exception for pre-approval in writing as quickly as possible after the emergency has been addressed. All use of official time will be properly documented on the Representative's WebTA.

- D. Time scheduled for the following activities will be approved for the length of time the activity is scheduled: negotiations between the parties (i.e., CBA Negotiations, I&I/Mid-term Bargaining); Labor Management Forum; Article 8 - Orientation of New Employees; formal meetings initiated or pre-arranged by LMER and/or Management; and mutually agreed upon briefings. Short conversations of fifteen (15) minutes or less do not require official time. Approval is contingent upon mission requirements but may not be denied for normal work volumes.
1. All requests for preparation and/or debrief time exclusive of the above scheduled activities shall be submitted in accordance with this Article.
 2. The Union is required to submit their intended list of attendees, in writing, no later than two (2) days in advance of the activity in order to ensure appropriate approval and tracking of official time. In the event there is a change in attendees, the Union will provide notification in writing as soon as it is aware of the change.
- E. When using official time Union representatives will submit an email to their first line supervisor, with a cc to the ac.uniontime@usda.gov email account. Requests for official time must include:
1. Date of use;
 2. In reasonable detail the tasks the representative will undertake;
 3. The number of hours to be used;
 4. Location and estimated time of use; and
 5. Time code (i.e. TC-35, TC-36, TC-37, & TC-38)
 - a. Examples include:
 - I need two hours to research the Collective Bargaining Agreement and case law to prepare for a discussion with Management.
 - I need a ½ hour to return a bargaining unit employee's phone call regarding a concern.
 - I need three hours to prepare a Step 1 grievance.
 - b. Unanticipated adjustments to official time requests will be submitted to the supervisor as soon as known.
 - c. If the representative requires more time than originally approved by management, the representative will submit the additional request to the supervisor with a cc to the ac.uniontime@usda.gov mailbox.
- F. Reasons for delays or denials will be included in the response to the official time request. If a delay results in the Union missing a contractual time limit, the Union will be granted an extension of time equivalent to the time delay.
- G. If all the approved time that was requested was not utilized, the Union officer will send an email to their supervisor with a cc to the ac.uniontime@usda.gov mailbox with an accurate accounting of the time used.
- H. Employees: Bargaining unit employees will remain on regular hours of work (TC 01) time when meeting with the recognized Union officials.
- I. Management will notify the APHIS Labor Management and Employee Relations Specialist(s) immediately when Official Time is denied for Union Representatives and/or bargaining unit

employees. Upon request, Management will provide a specific, written response as to the reasons for denial and an alternative date/time for when the official time should be used.

Section 7 – Training

- A. Joint training sessions on the interpretation and application of the terms of this Agreement will be offered to managers, supervisors, and all Union officials. Official time and expenses (the latter contingent upon funds availability) will be requested and approved consistent with the applicable processes.
- B. Management agrees to grant official time to employees who are Union officials for the purpose of attending Union-sponsored and other training sessions, provided the training is of concern to the employees in their capacities as Union representatives, and of mutual benefit to Management and the Union. Official time for this purpose will not exceed a total of 250 hours per calendar year for all Union Officials combined.

Article 32 – Prenotification for Unfair Labor Practice Charge

- A. The Parties acknowledge the importance of resolving differences and disputes informally at the lowest possible level.
- B. The Parties agree that prior to filing an Unfair Labor Practice (ULP) charge, the charging party will serve written notice via email of the alleged ULP charge on the other party. The charging party may file a ULP charge any time after providing the prenotification.
- C. If the charged party requests the opportunity to discuss the issue(s), the parties will begin discussions as soon as possible but no later than fourteen (14) days after the charge is filed, unless more time is mutually agreed to. The parties are encouraged to resolve the issue in the prenotification stage.
- D. The parties will have full authority to mutually agree to any procedures necessary for resolution.
- E. Amendment of the ULP charges on the same issue will not necessitate a new prenotification of said charges. However, the parties are encouraged to discuss and try to resolve the issues(s) that gave rise to the amendment.
- F. Neither party has the authority to waive or extend the six (6) month statutory filing requirement.
- G. If a ULP charge is filed with the Federal Labor Relations Authority (FLRA), the charging party may request the FLRA to allow the parties additional time to attempt resolution before proceeding.
- H. Both Parties will identify two (2) points of contact (POCs) that will register on the FLRA website that may receive ULP notifications electronically. Each party will identify those points of contact to the other party once electronic profiles are established and when the points of contact change.
- I. Both Parties agree that all ULPs should be filed electronically through the FLRA website with email notification submitted to the opposing Party's identified points of contact.

Article 33 – Voluntary Allotment of Union Dues

Section 1 – Definition

Any employee of Animal Care who is a member of NFFE and is included in the consolidated bargaining unit covered by this Agreement may make a voluntary allotment for the payment of dues to the Union.

Section 2 – Dues Withholding and Transmittal

- A. Any employee of Animal Care who is in a covered bargaining unit position, may obtain an SF-1187 “Request for Payroll Deductions for Labor Organization Dues,” from the Union, and file it with the designated Union representative. The employee shall be instructed by the Union to complete Numbers 1, 2, 4, and 5, and Section B of the SF-1187. No other number must appear in the block provided as “Identification Number” except the last four digits of the employee’s Social Security Number or their Employee Identification Number.
- B. The Local President or other authorized official of the Union will certify the SF-1187 by completing Section A. The amount of dues certified on the SF-1187 by the authorized Union official shall be the amount of regular dues, exclusive of initiation fees, assessments, back dues, and similar charges and fees.
- C. The authorized Union official will forward the SF-1187 form to the designated Resource Management Support (RMS) representative for certification of eligibility for dues withholding and for transmittal to the payroll office. The allotment shall become effective on the first full pay period following receipt by RMS.
- D. The RMS representative will certify the employee’s eligibility for dues withholding and forward the SF-1187 to APHIS-HRD for processing with the National Finance Center (NFC) of USDA. Dues deductions shall become effective on the first full pay period following receipt by RMS. The effective date will be the date the SF-1187 is processed and entered into the system.
- E. If the form is incomplete, illegible, or contains incorrect data, RMS will return it to the local point of contact within two (2) business days of receipt.
- F. If the employee is not coded as being in the bargaining unit, the Local Lodge contact will be notified of the issues within two (2) business days of receipt. Within fourteen (14) days of the receipt of the SF-1187, the employee’s bargaining unit status will be corrected if it is in error, or the Local Lodge contact will be notified that Animal Care believes the employee is not in the bargaining unit.
- G. Deductions will be made each pay period by the NFC. Dues will be wire transferred to the bank account designated by the Union. An electronic copy of the remittance report will be emailed biweekly to the NFFE 2021 Secretary-Treasurer and the NFFE National Secretary-Treasurer’s Office at: finance@NFFE.org.

Each remittance shall be accompanied by an electronic file reflecting the following information:

1. Names of employees in alphabetical order by last name;
2. Last four numbers of the Employee’s Social Security Number; and
3. Amount withheld for each employee.

The electronic file will also include the appropriate code for each employee who previously

made an allotment, but no deduction was made.

Section 3 – Termination of Dues Withholding

- A. Cancellation of dues withholding by an employee: Consistent with 5 U.S.C. §7115(a), authorization for dues allotments shall be irrevocable for a period of one (1) year, except as stated in 5 U.S.C. §7115(b). To revoke dues deductions the employee must submit a SF-1188, “Cancellation of Payroll Deductions for Labor Organization Dues.” Revocation notices for employees who have not had dues allotments in effect for one (1) year must be submitted to the Employer’s designee during the one-month period before the first anniversary date of the initial SF-1187 and closing on the first anniversary date. The revocation will become effective the first full pay period after the employee’s first anniversary date. Prior to processing the SF-1188, RMS will notify the NFFE Secretary-Treasurer to confirm the eligibility time frame.
- B. At any time after this one (1) year period, employees may revoke their dues deductions by submitting a SF-1188 to RMS who will forward it to the NFC for processing. RMS will email a copy of each written revocation of an authorization received to the NFFE 2021 Secretary-Treasurer upon receipt.
- C. Reassignment, transfer, or promotion out of bargaining unit: In accordance with 5 U.S.C §7115, Management is responsible for terminating dues withholdings when the employee is reassigned, transfers, promotes, or is otherwise permanently removed from the bargaining unit.
- D. Management will facilitate the termination of dues withholdings at the end of the pay period which RMS receives notice from the Local that an employee has ceased to be a member in good standing.
- E. All deductions of Union dues provided for in this Article will be automatically terminated in the event of loss of exclusive recognition.
- F. Employees for whom dues are withheld and who are temporarily removed from the bargaining unit (for example, details to unorganized units, temporary promotions) will have dues stopped when they are removed from the unit and will have withholdings reinstated on the first full pay period following return to the bargaining unit.
- G. When an employee or the Union believes that a Union member’s dues withholdings have been incorrectly discontinued, the Union or the employee may open a case with Human Resources Division through RMS. Within ten (10) business days of notifying HRD, the dues will be reinstated or the person opening the case will be notified as to the reason that the dues cannot be reinstated (for example, employee is in a non-bargaining unit position or in a non-pay status).

Section 4 – Rate Changes

- A. If there should be a change in the dues structure or amount for the Local, the authorized Union official shall notify RMS. If the change is the same for all members of the Local, a blanket authorization may be used which includes the Local number and the amount of dues to be withheld. Only one such change may be made each year.
- B. When changes in the dues amount are indicated to start the next calendar year, they will become effective the 1st pay period of the next calendar year when the notification is made by pay period 24.

Article 34 – Contracting Out

Section 1 – Purpose

Contracting out refers to the OMB Circular A-76 procedures that sets forth the procedures for determining whether activities should be performed under contract with commercial sources or in-house using Government personnel.

If the Employer decides to initiate a review to determine if work currently performed by the bargaining unit employees should be contracted out, the Union shall be invited to participate in the review in accordance with OMB Circular A-76.

Section 2 – General

Management agrees to notify the Union when a decision is made to contract out work that affects the conditions of employment of Bargaining Unit employees.

Prior to finalizing a decision to contract out work currently performed by bargaining unit employees, the Employer shall negotiate with the Union to the full extent required by 5 U.S.C. Chapter 71, this Agreement, and any other applicable authorities.

Section 3 – Information and Notice on Reviews and Studies

The Union will be notified upon award of a contract that impacts bargaining unit employees.

Section 4 – Progress Reports

If requested, a question and answer session will be held with all bargaining unit employees upon award of a contract that impacts the bargaining unit.

Section 5 – Notification and Negotiations

When the Employer exercises its authority to contract out, they will fulfill any potential bargaining obligation under 5 U.S.C. §7106.

Section 6 – Right of First Refusal

The Employer recognizes the "right of first refusal" that provides that the contractor will grant those Federal employees displaced by direct result of such contract the right of first refusal of employment openings created by the contractor except when prohibited by law or government-wide regulation.

Section 7 – Supervision

Contracts should not be used for the performance of inherently governmental functions (e.g. the direction and control of federal employees). Contractors may not serve as supervisors of federal employees.

Section 8 – RIF Procedures

The Agency agrees to follow the applicable reduction in force (RIF) regulations where bargaining unit employees are to be separated from service. Employees may use statutory appeals procedures to appeal any RIF action.

Section 9 – Assistance to Displaced Employees

The Employer will assist bargaining unit employees in finding suitable employment when displaced by contracting out decisions.

Article 35 – Reduction in Force (RIF)

Section 1 – General

In the Federal government, layoffs are called reduction in force (RIF) actions. When an agency must abolish positions, the RIF regulations determine whether an employee keeps their present position, or whether the employee has a right to a different position, or is separated from federal service.

This Article describes the procedures the Agency will follow in accordance with Title 5 C.F.R. §351 Reduction in Force, applicable law, and government-wide rule or regulation. This Article is 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. The Parties recognize that employees may be seriously and adversely affected by a reduction-in-force (RIF) or transfer in function.

Section 2 – Policy

- A. Management may consider the use of all available workforce reshaping tools to minimize or avoid the adverse impacts of a RIF.

In addition to the provisions set forth in this article, the Parties acknowledge that factors including but not limited to: veteran’s preference, retention, movement, retirement, or hiring of staff will be administered in accordance with all applicable laws and statutes.

- B. The Employer will offer Government Placement Programs in accordance with 5 CFR §330 Subpart F “Agency Career Transition Assistance Plan (CTAP) for Local Surplus and Displaced Employees” and the prevailing Departmental Regulation Special Selection Priority Programs (currently DR 4030-330-002).
- C. Outplacement Services: Outplacement services for identified employees, consistent with the Employer’s Career Transition Assistance Program policy may be negotiated at the appropriate level. In accordance with Departmental Regulation (DR) 4030-330-002 – Special Selection Priority Programs, Section 8(i), affected employees who request excused absence will be granted up to forty (40) hours of administrative leave to make use of the available career transition services.

Section 3 – Definitions

- A. Transfer of function: means 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 involved is virtually identical to functions already being performed in the other competitive area(s) affected; or the movement of the competitive area in which the function is performed to another commuting area. [5 CFR 351.203 - Definitions](#)
- B. Competitive Area - For reduction in force, the part of an agency within which employees are in competition for retention. A competitive area is defined solely in terms of the Agency’s organizational unit(s) and geographical location. [5 CFR §351.402 – Competitive Area](#)

Section 4 – Strategy for RIF

- A. With respect to the elimination of temporary positions, part time positions, trainees, and student positions, the employer will comply with [5 CFR §351 Subpart E Retention Standing](#)

[and 5 CFR §351 Subpart F – Release from Competitive Level](#)

- B. With respect to veteran’s preference, the employer will comply with [5CFR §351 Subpart E – Retention Standing](#).
- C. Management may consider the use of all available workforce reshaping tools to minimize or avoid the adverse impacts of a RIF. [Workforce Reshaping Operations Handbook](#)
- D. The Employer will construct a retention register in accordance with 5 CFR §351 [Subpart D](#) and [Subpart E](#). Procedures for tie breaking when determining retention status will follow [OPMs Delegated Examining Operations Handbook \(DEOH\), Appendix M](#).
- E. The Employer will prepare a Civil Rights Impact Analysis pursuant to DR-4300-004 and DR-1010-001. The Union will be provided a copy of the analysis. If the Civil Rights Impact Analysis indicates there is disparate impact on a protected class, the Employer will consider comments submitted by the Union.
- F. The employer may issue Certificate of Expected Separation (CES) letters to surplus employees up to six (6) months prior to the effective date of the reduction in force in accordance with [5 CFR §351.807 – Certification of Expected Separation](#).
- G. The Employer will provide the Union, upon request, additional information in accordance with representational rights as stated in [5 U.S.C. §7114\(b\)\(4\)](#).
- H. The RIF notice will include an estimate of severance pay, if the employee is eligible, a state unemployment contact number (States determine eligibility and benefits payable) general information about continuation of FEGLI and FEHB and general information about the payment for unused annual leave. Employees who need more information are given contacts for benefits and other matters.
- I. The Employer will comply with [5 CFR §351.803 – Notice of Eligibility for Reemployment](#) and other placement assistance.
- J. Upon request and at the discretion of the supervisor, the Employer may consider permitting employees to make reasonable use of duty time, equipment, and supplies for the purpose of finding other employment as long as it does not unduly interfere with the Employer's business.
- K. The Employer will offer Government Placement Programs in accordance with [5 CFR §330 Subpart F](#) “Agency Career Transition Assistance Plan (CTAP) for Local Surplus and Displaced Employees” and the prevailing [Departmental Regulation Special Selection Priority Programs \(currently DR 4030-330-002\)](#)
- L. Employees may seek assistance through the Employee Assistance Program.
- M. Transition resources, training, and facilities will be available in accordance with the prevailing [Departmental Regulation on Special Selection Priority Programs currently DR-4030-330-002](#).
- N. The Employer may consider requests from employees served a RIF notice to share a job with another employee who volunteers to do so.
- O. The Employer may consider requests from employees to voluntarily move to positions where abolishment is under consideration.
- P. To preserve retirement eligibility and health benefits, the Employer will comply with [5 CFR §351.606\(b\)](#).
- Q. The Employer will retain records in accordance with [5 CFR §351.505 – Records](#).
- R. The Employer will provide the employees with saved grade and pay retention pursuant to [5 CFR §536.201](#) – Mandatory Grade Retention.
- S. The Employee will have ten (10) days to respond to an offer or official inquiry of availability under the CTAP process in accordance with the Employer’s offer of Government Placement Programs in accordance with [5 CFR §330 Subpart F](#) “Agency Career Transition Assistance

Plan (CTAP) for Local Surplus and Displaced Employees” and the prevailing [Departmental Regulation Special Selection Priority Programs \(currently DR 4030-330-002\)](#).

Section 5 – Notice

- A. In compliance with [5 CFR §351.801 – Notice Period](#), the Employer will notify the affected employees in writing, and their exclusive representative, at least sixty (60) days prior to the effective date.
- B. The Employer will provide employees information on job opportunities, retirement options, severance pay, and other benefits which may be applicable to their individual situation.
- C. The union will be given an opportunity to negotiate on the implementation and impact of anticipated bargaining unit employees RIFs that result from organizational change.

Section 6 – Early-Out Retirements

Voluntary Early Retirement Authorization (VERA) for affected employees may be requested from OPM by USDA, OHRM on behalf of MRP, HRD.

Section 7 – Use of Leave

- A. The Employer may make a temporary exception to the effective date of the reduction in force to retain retirement or health benefits coverage for eligible employees as described in [5 CFR §351.606 – §351.608 – Exceptions](#).
- B. The RIF process will not prevent an employee from taking annual leave in accordance with Article 15 – Leave.

Section 8 – Personnel Files

The Union and the employer will jointly encourage each employee to see that their personnel file and employee data/skills documents (such as resume, biographical sketch, etc.) are up to date as soon as the RIF or reorganization is announced. The employer will add to the personnel file appropriate changes or amendments requested by the employee. Both the personnel file and data/skills documents will be used to match employees with vacancies. Employees possessing skills in more than one area will designate those area(s) in which they wish to be matched for consideration for vacancies.

Section 9 – Hiring Freezes

The employer may consider the use of a hiring freeze to reduce or avoid the adverse impacts of a RIF.

Section 10 – Competitive Areas and Competitive Levels

- A. The Employer will establish competitive levels in accordance with [5 CFR §351.403 – Competitive Level](#).
- B. With respect to notification to the Union, the Employer will comply with [5 U.S.C. §7106](#).
- C. Local commuting area: means the geographic area that usually constitutes one area for employment purposes. It includes any population center (or two or more neighboring ones) and the surrounding localities in which people live and can reasonably be expected to travel

back and forth daily to their usual employment. [5 CFR §351.203 - Definitions](#)

For the purposes of APHIS, AC, in reference to the [federal travel regulations](#), the local commuting area is encompassed by a 50 mile radius around the Official Duty Station.

- D. Competitive Level Definition: consisting of all positions in a competitive area which 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 so that an agency may reassign the incumbent of one position to any of the other positions in the level without undue interruption. [5 CFR §351.403 – Competitive Level](#)

Section 11 – Repromotion Priority

With regards to repromotion rights, the Employer will comply with the prevailing [USDA Merit Promotion and Internal Placement Departmental Regulation, currently DR-4030-335-002](#).

Section 12 – Reemployment Priority

With regards to reemployment priority, the Employer will comply with [5 CFR §330 Subpart B – Reemployment Priority List](#), the prevailing [USDA Merit Promotion and Internal Placement Departmental Regulation, currently DR-4030-335-002](#), and [Special Selections Priority Programs DR-4030-330-002](#).

Article 36 – Midterm Negotiations

Section 1 – Negotiations During the Term of This Master Agreement

- A. With the exception of changes mandated by law, rule, regulation, except as provided elsewhere in this Article, all matters covered by this Agreement will not be subject to change during the term of the agreement, absent mutual consent of the Parties.
- B. Either Party may request to re-open the Agreement for the purpose of conducting midterm bargaining on matters not covered by this Agreement.
- C. Requests for reopening must be in writing and must indicate which article(s) and section(s) are to be amended. The receiving Party may also list sections to be discussed for amendment. If the Parties agree to reopen the Agreement, negotiations will be confined to the agreed-upon sections.
- D. Receipt will be acknowledged by the receiving Party within ten (10) calendar days and negotiations will begin no later than thirty (30) business days of receipt. The Parties acknowledge that additional time may be needed and timelines may be extended by mutual agreement.
- E. Amendments or supplemental agreements negotiated during the term of this agreement will become effective on the date signed by both Parties, subject to review and approval by the head of the Agency (or their designee) pursuant to 5 U.S.C. §7114(c).

Section 2 – Changes to Conditions of Employment

The Parties agree that changing conditions may create a need for either the Employer or the Union to propose midterm negotiations. Either party may propose changes in conditions of employment not in conflict with this Agreement during its term, provided it has not previously been proposed for inclusion in this Agreement. The procedures in this Article will be used when such changes in conditions of employment are proposed and are not covered by this Agreement.

- A. The Employer will provide the Union with reasonable advance written notice, as much as possible but not less than fifteen (15) business days, prior to the proposed implementation date, of any change affecting conditions of employment. The written notice of changes to conditions of employment will, at a minimum, contain the following:
 - 1. The purpose of the email will be specifically stated in the subject line (e.g. Dress Code – Notification of Proposed Change).
 - 2. A detailed description of the change;
 - 3. A clarification of the Employer and/or Agency’s plans for implementing the change and who is impacted;
 - 4. A list of known or potential impacts to bargaining unit employees;
 - 5. A description of why the change is necessary; and
 - 6. The target date of implementation.
- B. If the Union wishes additional information or an explanation of the proposal, it may, within five (5) business days of receipt of the notice, make a written request for a briefing (informal discussion) by the Employer and/or the Agency, in order to clarify or determine the impact of the proposed change.
- C. If the Union believes it needs additional or more detailed information in order to respond to the proposed changes, it will have up to ten (10) days from the receipt of the briefing or, if a

briefing was not requested or provided, up to five (5) days from the official notification of changes to submit a request for information in accordance with 5 U.S.C. §7114(b)(4). If the requested information is needed to formulate proposals, the timeframe to submit proposals as listed in Section D will be extended equal to the number of days it takes to either receive the information or a written statement that the information does not exist, or that its release is barred by statute.

- D. If the Union wishes to negotiate over the proposed change, it shall notify the Employer by submitting a request to bargain along with proposals within fifteen (15) business days of receipt of the notice, or within fifteen (15) business days of receipt of the briefing, if one was requested.
- E. Within three (3) days of receipt of the Union's bargaining proposals, Management will provide available dates to begin negotiations. The Union will respond within seven (7) days with concurrence or alternate dates. Management will make every effort to ensure that the date of the negotiation session is established within the timeframe outlined in Section 1.
- F. To expedite changes implemented at the Program and/or Agency level, the Union may be offered an opportunity to engage in pre-decisional involvement (PDI) as the Parties agree this is a useful tool in helping both sides find a productive common ground. The Parties may informally meet to discuss proposed changes with a SME representing Management to discuss impacts on employees. PDI does not replace negotiations and the Union is not considered to have waived its right to bargain by engaging in PDI. If the Parties engage in PDI, the Employer will sincerely consider any Union input prior to officially proposing any changes to conditions of employment, however, it is not obligated to implement any such suggestions in its final proposed changes.

Section 3 – Procedures for Negotiating During the Term of this Agreement

The Parties agree that ground rules are essential for term and midterm bargaining. The procedures in this article outline the ground rules for all bargaining during the term of this contract. Any deviation to the below ground rules will be mutually agreed upon by the Parties.

- A. The Parties may raise no additional proposals or subjects of bargaining after submission of its initial proposals except by mutual agreement.
- B. The Parties will mutually agree to conduct negotiations either virtually or in-person, and the virtual platform or location as applicable.
- C. In-person negotiations shall be conducted on Tuesday, Wednesday, and Thursday of each week in which bargaining is scheduled to take place with Monday and Friday being travel, caucus, and/or preparation days. In-person negotiations will begin at 9:00 am and end not later than 4:00 pm in the time zone for which the meeting is scheduled. Lunch will be from 12:00 pm – 1:00 pm local time. Caucuses will be limited to no more than 45 minutes, unless agreed upon by the Parties.
- D. Virtual negotiations shall be conducted on two (2) consecutive days with a third consecutive day as needed. When meeting virtually, negotiations will begin not earlier than 10am ET and end not later than 4pm ET with a lunch break that will be agreed upon by both Parties. Caucuses during the time of virtual negotiations will be limited to no more than 45 minutes, unless agreed upon by the Parties. Cameras will remain on for all participants during all virtual negotiations.
- E. The Union will be authorized the same number of bargaining unit employees on official time as the Employer has representatives participating in the negotiations, including note takers and

observers. Official time for bargaining and preparation for bargaining is not subject to any existing limitations on allotment of hours.

- F. The Parties will each have three (3) representatives for all midterm negotiations (exclusive of optional participants observer/notetaker/subject matter experts (SMEs)). Official time may be approved for team members for midterm bargaining when the list of participants is defined. Request for official time will be submitted and approved in accordance with Article 31. Parties will exchange a list for virtual negotiations identifying: representatives, note taker, additional attendees (observer/SME(s)) and their roles no later than two (2) business days prior to the scheduled bargaining session unless agreed upon by both Parties. For face-to-face negotiations the Parties will exchange a list identifying: planned representatives, note taker, optional attendees (observer/SME) and their role no later than thirty (30) days prior to the scheduled bargaining session. Alternates may be necessary and each party will identify the alternates as soon as possible.
- G. All bargaining unit employees in attendance at negotiations shall be authorized six (6) hours at the negotiation table and two (2) hours of official time for bargaining preparation on each day of negotiations: one (1) hour immediately before and one (1) hour immediately after negotiations. All requests for preparation time exclusive of negotiations shall be submitted in accordance with Article 31 - Official Time.
- H. The Union notetaker may request additional official time as needed following the procedures in the Official Time Article, for the purposes of transcribing and distributing bargaining notes to the negotiation team.
- I. To help ensure successful negotiations, either party may have a subject matter expert (SME) present, as necessary, who can provide information regarding the specific subject on the table. The SME will not count toward the bargaining team's representatives. If the SME is a bargaining unit employee, they may be authorized official time to attend consistent with the procedures in Article 31 and when approved, will report the time as TC 35 for term negotiations and TC36 for midterm negotiations on their timesheet.
- J. Unless mutually agreed otherwise by the negotiating parties, final negotiated agreements will be documented in a Memorandum of Understanding (MOU) and identify the Parties to the MOU and its terms, including the duration of the agreement.
- K. Either in-person or virtual bargaining sessions will occur at least every thirty (30) days until the topic is agreed to by both Parties, unless mutually agreed upon by both Parties.

Section 4 – Proposals

- A. The proposals and counterproposals to be submitted by the respective Parties will be exchanged electronically. Each proposal will be marked with which side offered the proposal/counter proposal, the date the proposal/counterproposal was offered, and use a consecutive numbering system to allow the parties to refer back to the proposal/counter proposal by number and who offered it. This information will be placed in the header of the proposal.
- B. Original, unchanged proposal language will remain in black font. New language proposed will be indicated by the font color, with each party using a designated color (Management in blue; Union in red). When new language is proposed, the previous proposal language will remain unchanged with a strikethrough of the entire paragraph. New language proposed will be shared directly below in the designated color.
- C. When Parties agree with proposed language a comment will be added noting agreement and

the date, prior to turning the font color green to denote agreement. The Parties will not change the color of language until the countering Party annotates agreement with a comment.

- D. When Parties do not agree with proposed language, but would like to table a proposal, a comment will be added noting a hold has been placed on the language. The font color will remain unchanged. After the Parties have negotiated on all issues and concerns, they will return to the tabled items and make a good faith effort to reach an agreement on them. The Parties may mutually agree to reconsider a tabled item at any time.
- E. When a Party would like to strike an entire section, a statement will be added for striking and an explanation will be provided in a comment.
- F. When a Party would like to provide a justification or seek clarification, the comment feature will be utilized.

Section 5 – Negotiability Disputes

- A. If the Employer believes a written Union proposal is nonnegotiable under 5 U.S.C. Chapter 71, they will raise the issue of negotiability in a timely fashion, at the early stages of the negotiation process, so that attempts can be made to cure any negotiability problems.
- B. If the negotiability issue cannot be resolved, the Union will be provided, upon written request, with a written statement of the rationale for a claim of non-negotiability. The Union may submit a negotiability appeal to the Federal Labor Relations Authority (FLRA) in accordance with applicable regulations.

Section 6 – Impasse Procedures

- A. Prior to invoking Impasse, either party may request a representative from the Federal Mediation and Conciliation Services (FMSC) to attend a negotiation meeting and act as a mediator.
- B. If the matter remains unresolved, either party, or both may request impasse resolution assistance from the Federal Services Impasses Panel (FSIP). The Parties acknowledge that the FSIP may make recommendations and/or direct the use of various dispute-resolution procedures. Should the Parties remain unable to come to an agreement, FSIP may take whatever action it deems necessary to resolve the dispute, including the imposition of contract terms through a final action. The Parties may not appeal the merits of the FSIP decision to any court.

Section 7 – Prohibition on Unilateral Changes

The Employer will not unilaterally implement changes in Animal Care's personnel policies or practices or other general conditions of employment, including those originating from terms of disputed settlement agreements, unless the Employer is taking an action due to an emergency in accordance with 5 U.S.C. §7106(a)(2)(D) or the date of implementation required by law. In these situations, post-implementation issue resolution or negotiations may be appropriate.

- A. The Union will be provided notice of the changes to conditions of employment as soon as possible prior to the required implementation date and not less than three (3) business days after the implementation date if prior notice was not possible. The Union will have the same time limits as pre-implementation bargaining to request a briefing, request further information, and/or invoke negotiations. If a required implementation date occurs while bargaining is

ongoing, the parties will continue the bargaining process post implementation, with any agreed upon terms being executed upon signature of the agreement, unless subject to Agency Head Review.

- B. Once the Union's proposals have been submitted, the Parties agree that bargaining should commence within ten (10) days, but no later than twenty (20) days after submission to the Employer, unless mutually agreed upon in writing by the Parties.

Section 8 – Supplemental Agreements

- A. Supplemental Agreements negotiated under this article will be addressed and incorporated into the Agreement in term negotiations.
- B. Existing supplemental agreements, not incorporated into the Agreement during term negotiations, remain in effect in accordance with their terms.

Section 9 – Final Review

- A. All negotiated agreements shall be subject to union ratification unless specifically waived by the Union's Chief Negotiator.
- B. All negotiated agreements shall be subject to review by the head of the Agency (or designee) pursuant to 5 U.S.C. §7114(c)

Article 37 – Duration and Extent of Agreement

Section 1 – Effective Date

The Agreement becomes effective on the date the Agreement is approved under section 7114(c) of the Statute. If the Agency head does not approve or disapprove of the Agreement within thirty (30) days from the date the Agreement is executed, the Agreement will be in effect on the 31st day after the date the Agreement was executed.

Section 2 – Duration of Agreement

This Agreement shall be in full force and in effect for three (3) years after the effective date. It shall be renegotiated if either party gives the other party written notice of its intention to renegotiate this Agreement no less than sixty (60) calendar days and no more than one hundred and five (105) calendar days prior to its termination date. This notice must be acknowledged by the other Party within ten (10) working days of receipt and Ground Rule negotiations shall begin no later than thirty (30) calendar days from date of receipt.

Section 3 – Renewal

If neither party serves written notice of intent to renegotiate, this Agreement shall be automatically renewed for a one (1) year period after the initial three (3) year period and will automatically renew itself on the day after the anniversary of the expiration date.

Section 4 – Reopening

- A. This Agreement is subject to reopening in accordance with the rights provided by Federal Service Labor Management Relations Statute, when amendments are required because of enactment or amendment of laws, government-wide rules or regulations, or Executive Orders; and at other times upon mutual Agreement of the Parties.
- B. In the event that any provision of this Agreement shall be found or declared to be invalid by a court, or other authority, or by government regulation or decree, such decision(s) shall not invalidate the entire Agreement since it is the expressed intention of the Parties that all other provisions remain in full force and in effect for the duration of the Agreement.

Article 38 – Work Schedules

Section 1 – Purpose

The purpose of this article is to establish a work schedule for all bargaining unit employees. Full-time employees are eligible to participate in standard-fixed, compressed-fixed, and flexible schedules, whereas part-time employees are eligible to participate in standard-fixed and flexible schedules.

- A. Work schedules must be administered fairly and equitably to all employees.
- B. The Parties recognize the benefits to the employees and the agency of allowing employees to use alternative work schedules (AWS).
- C. Work schedules will be implemented in accordance with 5 CFR §610.121 and this Article.
- D. Work schedules will be implemented in accordance with 5 CFR §340.403 for intermittent employees.
- E. Pursuant to 5 CFR § 610.111
 - (a) The head of each agency, with respect to each full-time employee to whom this subpart applies, shall establish by a written agency policy statement:
 - (1) A basic workweek of 40 hours which does not extend over more than 6 of any 7 consecutive days. Except as provided in paragraphs (b), (c), and (d) of this section, the written agency policy statement shall specify the days and hours within the administrative workweek that constitute the basic workweek.
 - (2) A regularly scheduled administrative workweek that consists of the 40-hour basic workweek established in accordance with paragraph (a)(1) of this section, plus the period of regular overtime work, if any, required of each employee. Except as provided in paragraphs (b), (c), and (d) of this section, the written agency policy statement, for purposes of leave and overtime pay administration, shall specify by days and hours of each day the periods included in the regularly scheduled administrative workweek that do not constitute a part of the basic workweek.
 - (b) When it is impracticable to prescribe a regular schedule of definite hours of duty for each workday of a regularly scheduled administrative workweek, the head of an agency may establish the first 40 hours of duty performed within a period of not more than 6 days of the administrative workweek as the basic workweek. A first 40-hour tour of duty is the basic workweek without the requirement for specific days and hours within the administrative workweek. All work performed by an employee within the first 40 hours is considered regularly scheduled work for premium pay and hours of duty purposes. Any additional hours of officially ordered or approved work within the administrative workweek are overtime work.

Section 2 – Definitions

- A. Tour of Duty – the hours of a day (daily tour of duty) and the days of an administrative workweek (weekly tour of duty) that constitute a regularly scheduled administrative workweek.

Under a flexible work schedule the tour of duty means the limits set by an agency within which an employee must complete their basic work requirement.

Under a compressed work schedule or other fixed scheduled, “tour of duty” is synonymous with “basic work requirement.”

- B. Administrative workweek – the period of 7 consecutive calendar days, Sunday through Saturday. The administrative workweek in USDA begins at 12:01 a.m. on Sunday and ends at midnight on Saturday.
- C. Basic Work Requirement – the number of hours, excluding overtime hours, which an employee is required to work or is required to account for by leave or otherwise. A flexible or compressed work schedule is a scheduled tour of duty and all work performed by an employee within the basic work requirement is considered regularly scheduled work for premium pay and hours of duty purposes.
The basic work requirement is 80 hours per pay period for full-time employees.
- D. Intermittent – A work schedule without a defined tour of duty or guaranteed number of work hours within an administrative work week.
- E. Core Hours (also referred to as core time bands) – the time periods during the workday, workweek, or pay period that are within the tour of duty during which an employee covered by a flexible work schedule is required by the agency to be present for work. (See 5 U.S.C. §6122(a)(1).)
- F. Credit hours – Any hours within a flexible work schedule, which the employee elects to work in excess of their basic work requirement during their flexible time bands so as to vary the length of a workweek or a workday.
- G. Flexible Hours (also referred to as Flexible Time Bands) – the times during the workday, workweek, or pay period within the tour of duty during which an employee covered by a flexible work schedule may choose to vary their times of arrival to and departure from the work site consistent with the duties and requirements of the position. (See 5 U.S.C. §6122(a)(2))
- H. Temporary Duty Location (TDY) – a place away from the employee’s official station where an employee is authorized to travel.
- I. Mobile work is work which is characterized by routine and regular travel to conduct work in customer or other worksites as opposed to a single authorized alternative worksite. Examples of mobile work include site audits, site inspections, investigations, property management, and work performed while commuting, traveling between worksites, or on Temporary Duty (TDY). (Guide to Telework in the Federal Government)
- J. Travel Status – includes only the time “actually” spent traveling between the official duty station and a temporary duty station, or between two temporary duty stations, and the usual waiting time that precedes or interrupts such travel.

Section 3 – Standard Work Schedules

- A. Employees that do not elect to work an AWS are assigned to the default/standard work schedule of five (5) consecutive eight (8) hour workdays, normally Monday through Friday, with an unpaid meal period not to exceed one (1) hour, in which the employee has a set arrival and departure time (on the full-, half-, or quarter- hour). Days off will normally be two (2) consecutive days.
- B. The supervisor will assign the tour of duty (TOD) to employee based on mission needs and may consider the employee’s preferences.
- C. The TOD will be scheduled for the entirety of the work week, any changes will be made prior to beginning of the administrative workweek.
- D. Employees on a standard work schedule are entitled to breaks as outlined in Section 10 – Breaks.

Section 4 – Alternative Work Schedules (AWS)

A. Authorized Flexible and Compressed Work Schedules

No one can be required to work an AWS. Subject to the provisions of this Article and applicable laws and regulations, the following flexible and compressed work schedules are authorized under the AC AWS program:

1. Maxiflex Flexible Work Schedule – employees may vary the number of hours per day and the number of days per week in accordance with Section 5 below, accounting for at least 80 hours per pay period, including core hours;
2. 5/4 – 9 compressed work schedule; and
3. 4/10 compressed work schedule

Section 5 – Flexible Work Schedule (FWS)

A. Flexible Work Schedule – a schedule for which an employee may vary the length of their workday and/or workweek. Employees on a flexible work schedule may earn and use credit hours.

B. Animal Care offers a “Maxiflex” flexible work schedule.

1. For employees assigned to Animal Welfare Act activities, Agricultural Research Services inspections, full-time Horse Protection office personnel, and employees who are not attending Horse Protection Act activities, regular scheduled base hours, approved on MRP-346, will usually conform to the following norms: Monday – Friday, 7:00am – 7:00pm. Employees may flex their arrival or departure up to two (2) hours without supervisory approval. Employees may submit a written request for single-day deviation(s) to these norms to their first line supervisor, or the SACS of the Week if their supervisor is out of the office. Core hours for these employees are each Wednesday, 1:00pm to 3:00pm local time.
2. For employees assigned to attend Horse Protection Act Activities, regular scheduled base hours, approved on MRP-346, will usually conform to the following norms: Thursday – Monday, 7:00am – 10:00pm, with core hours each Monday, 1:00pm to 3:00pm local time. Employees may flex their arrival or departure up to two (2) hours without supervisory approval. Employees may submit a written request for single-day deviation(s) to these norms to their first line supervisor, or the SACS of the Week if their supervisor is out of the office.

C. Basic Information

1. All full-time bargaining unit employees are required to complete form MRP-346, Designation of Tour of Duty which will be sent to their supervisor and assigned timekeeper.
2. Employees may be directed to complete a new MRP-346 to address mission needs.
3. Supervisors may approve the use of a core time deviation (CTD). CTD is an absence specifically authorized by the supervisor during the core time that may be made up during flexible time within the same pay period in lieu of a charge to any type of leave.
4. With supervisory approval, employees may flex the length of the workday during the flexible time band, however the “stacking” of work hours (e.g., adding administrative duties to mission critical activities to deliberately lengthen the day) to shorten the work week is prohibited.

5. The basic work requirement for part-time employees is the number of hours specified on the personnel action.

D. Base Hours

1. The maximum number of base hours that will be approved for a single day on the MRP-346 is ten (10) hours.
2. Any hours worked over eight (8) hours in a day or forty (40) hours in a week will be compensated in accordance with 5 U.S.C. Chapter 55.
3. Employees may not be eligible for premium pay when they choose to flex.
4. The maximum number of base and credit hours that may be worked on any single day, without prior supervisory approval, is 10 hours.
5. Base hours on Saturdays and Sundays may be approved as necessary for mission critical needs.

E. Credit Hours Credit

1. Earning of credit hours

- a. Credit hours are earned at the election of the employee following satisfying the basic work requirement for the pay period. Employee must request credit hours from their supervisors in advance of performing the work. This request should outline the work they plan to perform.
- b. Credit hours may not be earned during periods of training under the Government Employees Training Act. Supervisors, in conjunction with the employee, should change the employee's tour of duty to conform to the hours of training for pay periods when the employee will be enrolled in full-time Government-paid training.
- c. Credit hours may be earned in the same pay period as an employee uses Official Time.

2. Use of Credit Hours

- a. The use of credit hours is voluntary and must be scheduled and approved in advance like any other absence from work. The use of credit hours will follow the procedures outlined in Article 15 – Leave.
- b. Credit hours may be earned and used within the same biweekly pay period, but credit hours must be earned before they can be used.
- c. For a full-time employee, only 24 credit hours may be carried over to the next pay period. For a part-time employee, not more than one-fourth of the hours in the employee's biweekly basic work requirement may be carried over to the next pay period. Employees who exceed the maximum number of carry-over credit hours at the end of a pay period forfeit the excess credit hours without compensation.

Section 6 – Compressed Work Schedules (CWS)

A. Compressed work schedules are fixed schedules in which employees complete their basic work requirement in less than ten (10) days during a pay period. Compressed schedules are fixed schedules, and employees may not vary the time of arrival and departure. Credit hours are not earned or used on a compressed schedule.

B. Approved compressed schedules:

1. 4-10: The employee works four 10-hour days per week.
2. 5-4/9: The employee works eight 9-hour days with one 8-hour day.

C. Employees will submit their requested CWS to their supervisor in writing. If the requested CWS does not provide for at least one employee regularly scheduled on each day Monday through Friday, then Management will approve scheduled days off giving preference to

seniority based on each employee's time served in Animal Care.

1. When the work situation (including field travel or training) requires, and the employee requests, the supervisor may approve a change in the scheduled day off during the pay period.

Section 7 – Administration of Work Schedules

- A. In reviewing an employee's request for an AWS, Management may deny the request. Denials shall be in writing, transmitted to the employee normally within ten (10) days, and include the rationale for the decision.
- B. Changes to the Administrative Workweek:
 1. Requests for changes to a work schedule must be submitted one (1) pay period in advance by the employee using the MRP-346 and approved by the supervisor. First-line or second-line supervisors may approve deviations to these scheduling norms for up to two (2) pay periods.
 2. Approvals for deviations to the Maxiflex scheduling norms for longer periods of time will be routed through the first-line supervisor and are at the discretion of the Animal Welfare Operations Director and must be presented two (2) pay periods in advance on a new MRP-346.
- C. For employees electing to participate in a CWS the occurrence of holidays may not affect the designation of the basic workweek. When the holiday falls on a Sunday nonworkday (or, for an employee whose basic workweek includes Sunday, a nonworkday (if any) designated as the employee's in-lieu-of-Sunday nonworkday), the "in lieu of" holiday is the workday immediately before the nonworkday in accordance with 5 U.S.C. §6103.
- D. Termination of an individual employee's AWS:
 1. Management may terminate the AWS for an employee when they have identified an adverse impact to the agency. Written notice shall be transmitted to the employee ten (10) days in advance and will include the rationale for the decision.
 2. When an employee's AWS is terminated, they will be assigned to a standard work schedule, unless the employee requests, and the supervisor agrees, that one of the other established AWS is more suitable.
 3. Employees may request to terminate their AWS and return to the standard/default schedule at any time. Employees may request a change among established AWS options within the first-full pay period at the beginning of each quarter. Employees experiencing a hardship may submit a request outside of this window to be evaluated on a case-by-case basis. Approved requests will be effective the subsequent next full pay period.
 4. Any employee who is on a flexible schedule program under section §6122 of 5 U.S.C. Chapter 61, and who is no longer subject to such a program shall be paid at such employee's then current rate of basic pay for—
 - a. in the case of a full-time employee, not more than 24 credit hours accumulated by such employee, or
 - b. in the case of a part-time employee, the number of credit hours (not in excess of one-fourth of the hours in such employee's biweekly basic work requirement) accumulated by such employee.

Section 8 – Premium Pay

- A. Employees will be compensated for working certain types of hours or under certain types of conditions, as provided under 5 U.S.C. chapter 55, subchapter V and 5 CFR part §550, subpart A. Premium pay paid under title 5 is subject to certain biweekly or annual pay limitations.
- B. Standard Work Schedules
Overtime hours are all hours of work in excess of 8 hours in a day or 40 hours in a week that are officially ordered and approved in advance by Management.
- C. Flexible Work Schedules
Employees working a flexible schedule are subject to the premium pay provisions of 5 U.S.C. §6123.
All hours in excess of 8 hours in a day or 40 hours in a week that are officially ordered in advance, but does not include credit hours. The requirement that overtime hours be officially ordered in advance also applies to nonexempt employees under the Fair Labor Standards Act (FLSA).
- D. Compressed Work Schedules
Employees working a compressed work schedule are subject to the premium pay provisions of 5 U.S.C. §6128.
For a full-time employee under a CWS program who is exempt from the FLSA, overtime hours are all officially ordered and approved hours of work in excess of the compressed work schedule. For a full-time employee who is covered by the FLSA (non-exempt), overtime hours also include any hours worked outside the compressed work schedule that are "suffered or permitted." For a part-time employee, overtime hours are hours in excess of the compressed work schedule for a day (but must be more than 8 hours) or for a week (but must be more than 40 hours).
- E. Employees with a tour of duty that includes hours between 6pm and 6am may be entitled to night differential.
- F. Employees with a tour of duty that includes Sunday hours of work may be entitled to Sunday differential.
- G. Suffered Or Permitted Overtime Work means work performed by an FLSA- nonexempt GS or prevailing rate employee for the benefit of the agency, whether requested or not, provided the employee's supervisor knows or has reason to believe that the work is being performed, and has an opportunity to prevent the work from being performed. The concept of suffered or permitted overtime does not apply to nonexempt employees working under a maxiflex/flexible work schedule.
- H. Compensatory Time (comp time) is time off in lieu of overtime pay for irregular or occasional overtime work officially ordered and approved by Management.
 - 1. Must be used within twenty-six (26) pay periods from the pay period in which it was earned.
 - 2. If accrued comp time is not used within twenty-six (26) pay periods, the employee will be paid for the earned comp time at the overtime rate in effect when earned.
 - 3. FLSA non-exempt (covered) employees cannot be mandated, but may request comp time, overtime, or a combination of both. These employees may be compensated using Compensatory Time Off for Travel (Travel Comp) in accordance with Section I below.
- I. Compensatory Time Off for Travel (Travel Comp)

1. Time spent in a travel status away from the employee's official duty station when such time is not otherwise compensable.
2. The employee has twenty-six (26) pay periods after the pay period the travel comp time was earned to use the time. Compensatory Time Off for Travel, if not used, is lost and not reimbursed.

Section 9 – Religious Compensatory Time

In accordance with 5 U.S.C. §5550a, which permits an employee whose personal religious beliefs require the abstention from work during certain periods of time to elect to engage in overtime work and earn a special form of compensatory time off to make up for the time lost in meeting those personal religious requirements. Religious compensatory time off differs from other forms of compensatory time off in that the sole purpose is to adjust an employee's work schedule to accommodate a religious observance. The employee earns religious compensatory time off by spending an equal amount of time in overtime work before and/or after taking time from the employee's scheduled tour of duty to meet personal religious requirements. Hours worked to earn religious compensatory time off provide a time off credit in lieu of any pay that would otherwise be payable for that work.

Section 10 - Breaks

A. Rest Breaks

Authorized paid rest breaks will be arranged by the employee and are not to exceed fifteen (15) minutes for each four (4) hour period of the eight (8) hour workday. Where continuous coverage of a function is required, rest periods should be staggered to accommodate workload. In addition, a fifteen (15) minute rest period is authorized within each four (4) hour period of overtime work. Rest periods may not be:

1. contiguous to the lunch period,
2. utilized immediately after the beginning of the work shift,
3. utilized immediately prior to the end of the tour of duty,
4. shall they be accrued or carried over.

As stated in the MRP Motor Vehicle Manual – 500, Chapter 1, Sub-Category 8, paragraph e, “when it is necessary to operate a motor vehicle for extended periods of time, drivers are strongly encouraged to take at least a 15-minute break after each three (3) hours of driving time, or more often, if they feel it will enhance their safe operation of the vehicle.”

If an employee wishes to smoke they may do so during their rest period(s) and only in designated smoking areas.

B. Meal Breaks

A meal break is a non-compensable (unpaid) break of a minimum of thirty (30) minutes to a maximum of sixty (60) minutes during the mid-workday. Employees are required to take a minimum of thirty (30) minutes for an unpaid meal break on any day that more than five (5) hours are worked. On rare occasions, when the work to be performed requires the full time and continuing attention of the employee, employees will request in advance, and the supervisor may grant, an exception to the required meal period. If circumstances prevent an employee from taking a meal period, then the break will not be recorded on the T&A, however, must be reflected in the remarks section. The meal period may not be utilized immediately after the beginning of the work shift nor utilized immediately prior to the end of the tour of duty.

C. Lactation Breaks

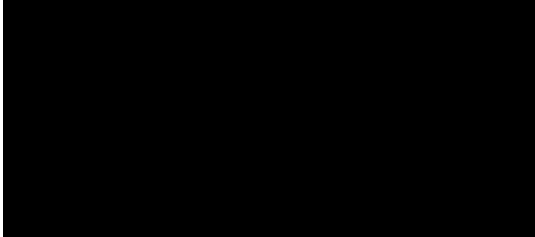
The Employer is required to provide “reasonable break time” for an employee to express breast milk for her nursing child for one (1) year after the child’s birth. The frequency of breaks needed to express milk as well as the duration of each break will likely vary on individual employee needs. Compensated breaks already provided during the workday can be used for this purpose. Additional time may be utilized as needed.

Section 11 – Re-evaluation

The Parties agree to discuss the use of additional work schedule options in accordance with 5 USC § 6120 after 18 months (midterm of the parties’ agreement) in accordance with midterm bargaining procedures.

IN WITNESS WHEREOF, the undersigned adopt this Collective Bargaining Agreement on this day of July 2024.

For Management



For the Union

