



Departmental
Management

August 12, 2019

Office of the
Assistant Secretary
for Administration

TO: Kevin A. Shea, Administrator
Animal and Plant Health Inspection Service

Office of Human
Resources
Management

ROM: Daniel M. Kline, Branch Chief *Daniel M. Kline*
Labor Relations Division
Office of Human Resources Management

1400 Independence
Avenue, SW
Washington, DC
20250

SUBJECT: Review of the Negotiated Collective Bargaining Agreement (CBA) between the USDA Animal and Plant Health Inspection Service (APHIS) Plant Protection and Quarantine (PPQ) Programs and the National Association of Plant Protection and Quarantine Office Support Employees (NAPPQOSE)

On behalf of the Secretary of Agriculture and in accordance with 5 U.S.C. § 7114(c), the Department has conducted an Agency Head Review of the subject CBA, executed on July 16, 2019. After review of the negotiated provisions, the Department finds them consistent with current applicable law, rule and regulation; therefore, the CBA submitted by the parties for Agency Head Review is approved. The CBA shall have the effective date of this memorandum.

Enclosure

cc: Osama A. El-Lissy, APHIS
Mary F. Pletcher, OHRM
Douglas R. Nash, APHIS
Beverly A. Ledford, APHIS
Ayana Hook, APHIS
Mark V. James, APHIS
Patrick J. O'Connor, APHIS
Cynthia C. Ross, NAPPQOSE

**U.S. DEPARTMENT OF
AGRICULTURE**

**Animal and Plant Health Inspection
Service**

Plant Protection and Quarantine

2019-2022

PPQ and NAPPQOSE

Collective Bargaining Agreement

Agreement between

Plant Protection and Quarantine Programs (PPQ)

and

National Association of Plant Protection and Quarantine Office
Support Employees (NAPPQOSE)

Effective-

Contents

Preamble and Purpose	1
Article 1. Authority and Recognition	1
Section 1. Authority	
Section 2. Bargaining Unit	
Section 3. Eligibility	
Article 2. Recognized Level of Authority	2
Section 1. Level of Authority	
Article 3. Administration	2
Article 4. Changes in Rules and Regulations	2
Termination of Prior Agreements	
Article 5. Rights and Obligations of Management/ Union	2
Section 1. Status of Organization and Officers	
Section 2. Membership	
Article 6. Negotiations	3
Section 1. Definitions	
Section 2. Scope of Negotiations	
Section 3. Latitude and method for negotiations	
Section 4. Interpretation of Regulations	
Section 5. Negotiating Committees	
Section 6. Logistics	
Section 7. Official Time	
Section 8. Latitude and Method of Association Inquiries	
Article 7. Dues allotments	5
Section 1: Authority	
Article 8: Resolution of Impasses	7
Section 1. Definition	
Section 2. Impasses in Negotiation	
Article 9. Employee Recognition	7
Article 10 Use of Official Time, Facilities and Services	7
Section 1. Internal Union Business	

Section 2. Official Meetings	
Section 3. Space	
Section 4. Internal Mail	
Section 5. Bulletin boards	
Section 6. Employee list	
Article 11. Performance Standards	8
Section 1. Employer's Responsibility	
Article 12. Training	9
Section 1. Employer's Responsibility	
Article 13. Promotions	9
Section 1. Policy	
Section 2. Information	
Article 14. Health and Safety	10
Section 1. Employer Responsibilities	
Section 2. Rights of the Employee	
Section 3. Safety and Health Committees	
Article 15. Reduction in Force	10
Article 16. Economy and Efficiency	10
Article 17. Employee Personal Actions	10
Section 1. Payroll Related Changes	
Section 2. Salary Payments	
Section 3. Travel Payments	
Section 4. Job Applications	
Article 18. Time and Attendance	11
Section 1. Overtime	
Article 19. On-The-Job Injury	11
Article 20. Disciplinary Action	20
Article 21. Job Classification	21
Section 1: Position Description	
Section 2: Classification Appeal	
Section 3: Adverse Personnel Action	

Article 22. Equal Employment Opportunity	12
Article 23. Grievance Procedure	12
Section 1. Definition and Purpose	
Section 2. General Provisions	
Section 3. Steps of Grievance Procedure	
Section 4. Grievance Filed by the Employer	
Section 5. Arbitration Procedure	
Section 6. Unfair Labor Practice	
Article 24. Alternative Work Schedules	16
Article 25. Voluntary Reassignments	16
Section 1. Policy	
Section 1.a. Reassignments	
Section 1.b. Hardships	
Article 26. Temporary Duty Assignments	19
Article 27. Distribution of Agreement	27
Article 28. Duration and Extent of Agreement	27
Section 1. Duration	
Section 2. Amendments/Modifications	
Section 3. Reopener	
Signature Page	29

Preamble and Purpose

This Agreement constitutes a collective bargaining agreement by and between PPQ, APHIS, USDA, hereinafter referred to as the “Employer” and the NAPPQOSE, hereinafter referred to as the “Association.” It is the intent and purpose of the Parties to foster employee management cooperation to promote and improve the efficient administration of PPQ.

ARTICLE 1. Authority and Recognition

Section 1. Authority

This Agreement is entered into under authority of the Civil Service Reform Act of 1978, and in accordance with regulations of the USDA. Exclusive recognition was granted to the NAPPQOSE under the Federal Service Labor-Management Relations Statute, by letter dated August 30, 1977.



Section 2. Bargaining Unit

Included: All nonprofessional employees of PPQ, APHIS, USDA.

Excluded: Professional employees, supervisors, management officials, confidential employees, employees engaged in Federal personnel work in other than a purely clerical capacity and employees currently represented under other exclusive recognition.

However, the part of that unit of employees represented by the Association and to which this Agreement is applicable is as follows:

Included: All clerical, secretarial, and administrative employees of PPQ, APHIS, USDA in the field, excluding headquarters.

Section 3. Eligibility

All employees in the unit, regardless of their Association membership, are covered by the provisions in this Agreement.

ARTICLE 2. Recognized Level of Authority

Section 1. Level of Authority

A. For the Employer:

1. National (Deputy Administrator and/or designee)
2. Field Operations (Associate Deputy Administrator or designee)

B. For the Association:

1. National (President and/or designee)
2. Regional (Regional Vice-President and/or designee)

ARTICLE 3. Administration

In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and regulations of appropriate authorities, including policies set forth in the CFR and OPM policies; by published Agency policies and regulations in existence at the time the Agreement was approved; and by subsequently published Agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of the controlling agreement at a higher Agency level.

ARTICLE 4. Changes in Rules and Regulations

Changes in rules and regulations by higher authority than the Program, which give the Program no discretion in the matter, do not preclude the Association from requesting an exception to said rules and regulations for the Association bargaining unit.

Section 1. Termination of Prior Agreements

All past agreements are hereby terminated upon implementation of this Agreement.

ARTICLE 5. Rights and Obligations of the Employer/Union

The rights and obligations of the Employer and the Union are contained in 5 USC Chapter 71, the Federal Service Labor-Management Relations Statute.

Section 1. Status of Organization and Officers

The Association agrees to maintain with the Employer on a current basis a complete list of all elected officers, committee persons, and all other representatives. Such lists shall include the employee's name, position title, address, and telephone number with the understanding that such information shall be used only for official purposes.

Section 2. Membership

An employee will not be required to become or remain a member of this Association or to pay money to the Association except pursuant to a voluntary written authorization for the payment of dues through payroll deduction.

ARTICLE 6. Negotiations

Section 1. Definitions

For the purpose of this Agreement, the following definition shall apply:

Negotiations - Bargaining on appropriate issues relating to personnel policies and practices affecting the conditions of employment with a view of arriving at a mutually agreeable position.

Section 2. Scope of Negotiations

It is the mutual obligation of the Employer and this Association to negotiate in good faith. Matters appropriate for negotiation with this Association shall include personnel policies and practices, and other matters with respect to the general conditions of employment affecting the employees represented.

Except as provided pursuant to Article 5, when the Employer proposes to change established personnel policies, practices, and matters affecting conditions of employment during the term of this Agreement, the Association will be formally notified and given an opportunity to negotiate. The Association will have fourteen (14) calendar days in which to submit proposals for negotiation on such changes. Negotiations will be conducted as specified herein unless there is a negotiability dispute to be resolved under the rules and regulations of the Federal Labor Relations Authority (FLRA). The Association's failure to respond within fourteen (14) calendar days will indicate they do not wish to negotiate.

Section 3. Latitude and Method for Negotiations

Negotiations will be conducted on those personnel policies, practices, and other matters affecting conditions of employment for bargaining unit employees, which are determined to be negotiable under Title 5, and can be identified as applying to the members of the representative unit. The levels of the Employer at which negotiations on specific subjects shall be conducted will be determined by the authorities delegated to that level by higher levels of the Employer.

Both Parties have the responsibility to conduct all negotiations in accordance with the intent and purpose of Title 5 and applicable administrative regulations. It should be understood that the obligation to bargain does not imply the obligation to reach agreement, although both Parties will make a concerted effort to this end. Each Party also has the responsibility to thoroughly review the negotiation proposals of the other

and, if found unacceptable, to state its reasons for rejection or to submit a counter-proposal. Additionally, officials of the Employer shall make themselves available at reasonable times and with reasonable promptness to negotiate the Agreement.

Section 4. Negotiating Committees

The Association will be authorized to have up to the same number of Association negotiators as the Employer has at the negotiating table. The Employer and the Association also realize that interested and appropriate representatives of both Parties may wish to attend sessions as observers. With mutual consent of the Parties, observers may be allowed to attend negotiating sessions, although they will not, without consent of both Parties, be allowed to participate while the negotiations are in progress. Nothing stated herein, however, is construed to restrict the Parties from privately consulting such observers during caucuses or breaks in negotiations.

Section 5. Logistics

Negotiations will be conducted at a time and place mutually agreed upon by the Parties and can be performed via electronic means. Agreement will be applicable only to the unit for which negotiated.

Section 6. Official Time

A. Pursuant to Title 5, § 7114, the appropriately recognized union official shall be permitted reasonable representative official time. The Association will provide the Employer the names of officers and stewards for the purposes of granting this time.



B. Requests for official time will be submitted in accordance with the Departmental procedures for requesting official time. The Association agrees that its officers and stewards will guard against the use of excessive time in performing duties considered appropriate by the Agreement.

C. Association representatives attending official meetings at the request of the Employer will be provided official time as long as the official time is reasonable, necessary, and in the public interest.

D. Employees who represent this Association will be on official time when participating in negotiation of a labor-management agreement in accordance with Title 5 guidelines of the FLRA and OPM.



Section 7. Latitude and Method of Association Inquiries

A. Officials of the Employer identified in Article 2 may respond either verbally or in writing, to inquiries from the Association on matters which are within the administrative discretion of the Employer level involved and are appropriate for discussion. Excepted from this requirement are those Employer rights identified in Section 7106, Title 5.

- B. In respect to negotiation briefings the Employer will send Official Notice in accordance with Article 6 of this Agreement. During the first seven (10) calendar days of the notice period, the Association may request a briefing at which point the Employer will engage the Association in discussion over that change. If the discussion process is not readily resolved, the Association may request an extension to the notice period.

- C. Meetings between the Deputy Administrator or designee and the Association to discuss current issues, concerns or inquiries will be held semi-annually or more often at the discretion of the Deputy Administrator. The Association will normally be permitted to have two (2) representatives (the President and one representative selected by the President) present at such meetings. Depending on the subject matter to be discussed, an additional representative may be authorized to attend any particular meeting. Official time will be provided as long as the official time is reasonable, necessary, and in the public interest. Travel expenses will be at the employer's discretion.

ARTICLE 7. Dues allotments

The allotment of dues through payroll withholding will be subject to and in accordance with the provisions of this Article.

Section 1. Employee Responsibility

- A. Any employee of the USDA who is included in the bargaining unit may make a voluntary allotment for the payment of dues to the Association. These procedures are the only authorized method for obtaining dues withholding. Disputes between the Employer and the Association regarding eligibility of an employee for dues withholding shall be referred to the Federal Labor Relations Authority for resolution.

- B. The employee shall obtain a SF-1187, "Request for Payroll Deductions for Labor Organization Dues", from the Association and shall file the completed SF-1187 with the designated union representative. The employee shall be instructed to complete the top portion and Part B of the form. No number shall appear in block 2 of the form except the last four digits of the employee's Social Security number.

Section 2. Association Responsibility

The authorized Association official will certify on each SF-1187 that the employee is a member in good standing of the Association; insert the amount to be withheld, and the union code number (12 representing the Association); and submit the completed SF-1187 to the following designee and address, which may be changed at the discretion of APHIS: USDA APHIS, HRD Processing Attn: Union Organization Dues, 250 Marquette Avenue, Suite 410, Minneapolis, MN 55401.

Section 3. Management Responsibility

- A. HRD Processing shall certify the employee's eligibility for dues withholding, and will process the dues deduction effective as of the beginning of the first full pay period after receipt of the SF-1187.
- B. Deductions will be made each pay period by the National Finance Center (NFC) and remittances will be made promptly each pay period to the National Office of the Association. The NFC shall also promptly forward to the Association a listing of dues withheld. The listing shall show the name of each member employee from whose pay dues were withheld, the amount withheld, and the code of the employing agency.
- C. The amount of dues certified on the SF-1187 by the authorized Association official (see Section 4) shall be the amount of regular dues, exclusive of initiation fees, assessments, back dues, fines and similar charges and fees. One standard amount for all employees or different amounts of dues for different employees may be specified.
- D. If there should be a change in the dues structure or amount, the authorized Association official shall notify the HRD. If the change is the same for all members of the Association, a blanket authorization may be used which includes only the Association code (12), the organization number, the name and last four digits of the Social Security number of each member. The HRD shall promptly forward the certification to the NFC. The change shall be effected at the beginning of the first full pay period after the certification is received by the NFC. Only one such change may be made in any six (6) month period.

Section 4. Termination

- A. Employees may voluntarily revoke an allotment for the payment of dues effective as of the first full pay period after their one (1) year anniversary of their first dues deduction by completing SF-1188, Cancellation of Payroll Deductions for Labor Organization Dues, and submitting it to HRD. HRD shall process the revocation so that it will become effective as of the first full pay period after the date of submission, provided that the employee verifies that he/she has had Association dues withheld for one year.
- B. The Employer will terminate an allotment:
 - 1. As of the beginning of the first full pay period following receipt of notice that exclusive recognition has been withdrawn;
 - 2. At the end of the pay period during which an employee member is separated or assigned to a position not included in the bargaining unit;
 - 3. At the end of the pay period during which the HRD receives a notice from the Association that an employee member has ceased to be a member in good standing;
 - 4. annually during the first full pay period of the employee's one (1) year anniversary of their first dues deduction after receipt of a written revocation of allotment (SF-1188 or memorandum), provided the employee verifies that he/she has had

Association dues withheld for one (1) year.

- C. The Human Resource Division and the employee members have a mutual responsibility to assure timely revocation of an employee's allotment for Association dues when the employee is promoted or assigned to a position not included in a bargaining unit represented by the Association. If the dues allotments continue and the employee fails to notify the HRD, the retroactive recovery of dues withheld from the Association shall not be made, nor shall a refund be made to the employee.

ARTICLE 8. Resolution of Impasses

Section 1. Definition

An impasse is defined as the inability of the negotiating Parties to arrive at a mutually acceptable decision through the bargaining process after serious and diligent negotiations.

Section 2. Impasses in Negotiation

If an impasse occurs at any level of negotiations, the impasse will be processed in accordance with Title 5 and the rules and regulations of the Federal Mediation and Conciliation Service (FMCS), and/or the Federal Service Impasse Panel, as appropriate.

ARTICLE 9. Employee Recognition

The Employer will follow the applicable Agency and/or program policy regarding employee recognition.

ARTICLE 10: Use of Official Time, Facilities and Services

Section 1. Internal Union Business

The internal business (e.g. Solicitation of membership and dues, election of officers, and other internal business) shall be conducted during the non-duty hours of the employees involved. The Association representatives shall not use government equipment or services to conduct any internal association business.

Section 2. Meetings

Association representatives who attend meetings requested and approved by the Employer will be provided official time for attendance at such meetings as long as the official time is reasonable, necessary, and in the public interest. The number of representatives who attend such meetings shall be the number provided for by the Employer or by Article 6 Section 7 of this Agreement.

Section 3. Space

The Association may be granted permission to use official space for meetings during the non-duty hours of the employees involved. The Employer will permit the use of such space when available and when it will not conflict with the performance of official functions. The Association is responsible for exercising reasonable care in the use of such facilities.

Section 4. Internal Mail

A. The Association may distribute literature through APHIS mail and messenger services provided it does not:

1. Include internal union business
2. Interfere with official mail,
3. Advertise a commercial firm or product,
4. Attack or reflect on the integrity of any government official or employee,
5. Condemn or criticize the policies of any government agency, or
6. Imply official sponsorship or endorsement.

B. The use of government supplies or postage is not authorized.

Section 5. Bulletin boards

The Association may be provided use of bulletin boards in Agency-owned or controlled facilities, wherever possible. Items placed on bulletin boards must meet the provisions stated in Section 4 above.

Section 6. Employee list

The Employer will provide the President of the Association at pay periods nine (9) and twenty- two (22) a current list of all bargaining unit employees arranged organizationally. Such a list will include name, grade, position, and location of each employee. The Association may request this information one additional time each year.

ARTICLE 11. Performance Standards

Section 1. Employer's Responsibility

A. The Association recognizes that the Employer has a continuing obligation to maintain the quality of administrative, secretarial, and clerical performance, efficient use of the work force and the safety and health of employees. To meet this obligation, the Employer will adhere to the established program area directive

concerning performance appraisals.

- B. Performance elements and standards must include credible measures of performance that are observable, measurable, and/or demonstrable. Specific measures of quality, quantity, timeliness, cost effectiveness, and or manner of performance requires supervisors and employees to identify which measures are appropriate.

ARTICLE 12. Training

Section 1. Policy

The Employer and Association agree that the training and development of new and current employees within the unit will improve the efficiency and effectiveness of PPQ. To effectuate and further this policy, the Employer shall maintain a training program for new and current employees. Employees are encouraged to participate in furthering their skills through broadening their own education and self-development. As appropriate, the Association may point out training deficiencies or recommend special training as needed by administrative, secretarial, and clerical personnel. In conjunction with this effort, the Employer will give the appropriate consideration to training determined to improve the individual and organizational performance of the program mission within the budgetary limitations per year. This is above and beyond mandatory training and does not prohibit local management discretion regarding additional training.

Section 2. Official Time for Training Sessions

- A An employee who is an official or representative of the Association may be granted official time for the purpose of attending a training session sponsored by labor organizations, provided the subject matter of such training is of mutual concern to the Government and the employees in their capacity as an organizational representative and the Government's interests will be served by the employee's attendance.
- B Official time granted for this purpose may be approved only for short periods of time that are reasonable under the circumstances. Approval by the Associate Deputy Administrator or designee is required prior to the training session. Requests for such time must be in writing, be supported by a statement of the purpose of the time and the content of the program or meeting to be attended and in accordance with the Departmental procedures on requesting official time.

ARTICLE 13. Promotions

Section 1. Policy

Promotion of employees in the bargaining unit shall be made in accordance with Government wide law, rule and regulation.

Section 2. Information

Any employee who applied for a position shall be notified in accordance with the program requirements as soon as possible.

ARTICLE 14. Health and Safety

Section 1. Employer Responsibilities

The Employer agrees to provide a safe and healthful work place for all employees and will comply with applicable Federal regulations relating to the safety and health of its employees. All employees are responsible for prompt reporting of observed unsafe conditions. The Employer and the Association will cooperate in the continuing effort to eliminate accidents and health hazards. The Employer agrees to provide accident records or reported possible causes of potential accidents that are maintained in the course of business when requested by the union, provided it establishes a particularized need for the information.

Section 2. Rights of the Employee

The procedures established in the safety and health program shall not preclude the right of any employee to file a grievance at the appropriate step of the grievance procedure.

Section 3. Safety and Health Committees

The Association will be entitled to have a union representative participate in Safety and Health Committee meetings.

ARTICLE 15. Reduction in Force

The Employer will follow the applicable agency and/or program policy regarding Reduction in Force.

ARTICLE 16. Economy and Efficiency

The Association agrees to assist the Employer in the conservation of resources and efficient utilization of the work force, including use of overtime. The Association will, through the President, inform the Deputy Administrator of any situations of which he/she is aware where greater efficiency in operations may be achieved. It is further agreed that all representational activities occurring on official time, will be conducted with dispatch.

ARTICLE 17. Employee Personal Actions

Section 1. Payroll Related Changes

To facilitate personal employee actions, employees will use the established electronic or web-based systems (NFC personal page, or replacement) to request verification, obtain copies of documents (such as: earnings and leave statements; W-2's; Benefits Statements) and to make changes to payroll items (such as Employee address; Tax withholdings [federal and state]; Direct Deposit; Financial allotment; Savings Bonds) and appropriate benefit changes (such as: Health Insurance and Thrift Savings Plan).

Section 2. Salary Payments

Salary payments will normally be made through direct deposit.

Section 3. Travel Payments

Reimbursement for travel expenses will normally be done through direct deposit.

Section 4. Job Applications

If jobs within MRP (or APHIS – whichever is appropriate) can be applied for through an online or other electronic system, employees must apply on-line.

ARTICLE 18. Time and Attendance

Timekeeping will normally be maintained through the Employer approved electronic system.

Section 1. Overtime

Work in excess of eight (8) hours per day or forty (40) hours per week will be considered overtime, unless circumvented due to alternate work schedule provisions. Overtime will be administered in accordance with the Fair Labor Standards Act and Title 5.

ARTICLE 19. On-The-Job Injury

Employees must immediately report all injuries which occur on the job. As soon as possible after an employee has sustained injury on the job or contracted an occupational disease, the employee will prepare the necessary Office of Worker's Compensation (OWCP) forms (Reference MRP 4791, Workers' Compensation Policy and Procedures Manual or successor). The Employer will also advise the employee of the options and benefits the employee is entitled to when injured.

ARTICLE 20. Association Representation

An employee is entitled to Association representation at any meeting with the Employer which the employee reasonably believes might result in disciplinary action and when the

employee requests such representation. Official Association representative time may be requested. It is the responsibility of the Association representative to ensure that official time, if granted, is properly coded on the time and attendance sheet. The Association has the option to participate telephonically or by other electronic means.

ARTICLE 21. Job Classification

Section 1: Position Description

Each employee is entitled to a written position description of the significant duties of the job he/she is performing.

Section 2: Classification Appeal

When inequities are alleged an employee may request a desk audit pursuant to the established program provisions. Filing a classification appeal does not deprive the employee of his/her right to appeal any related adverse action through appropriate appeal procedures.

Section 3: Adverse Personnel Action

At the employee's request, the Employer will discuss with an Association representative designated by the employee, each personnel action before effecting a transfer or reassignment which will have an adverse effect on the employee's pay or position.

ARTICLE 22. Equal Employment Opportunity

The Employer and the Association agree to cooperate in providing equal opportunity in employment and promotion for all persons, to prohibit discrimination because of age, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), disability, genetic information, national origin, marital status, political affiliation, labor organization affiliation or non-affiliation, status as a parent, or any other non-merit based factor or retaliation for exercising rights with respect to the categories enumerated above, where retaliation rights are available and to promote equal opportunity through continuing affirmative action. Each Party agrees to advise the other of equal employment opportunity problems of which they are aware. The Association will be entitled to have a union representative participate in EEO/Civil Rights meetings if they are formal meetings.

ARTICLE 23. Grievance Procedure

Section 1. Definition and Purpose

- A. The term "grievance" shall have the following meaning: A complaint of dissatisfaction and a request for personal relief or the adjustment of a decision

subject to the control of the Employer or the Association relative to the interpretation or application of this Agreement or the application of Agency policies, whether filed by an employee, a group of employees, the Association, or the Employer.

- B. This Article establishes the procedure available to employees, the Association, or the Employer, whereby they may seek consideration of grievances. This procedure is limited to grievances over the interpretation or application of this Agreement and over the application of Agency regulations and policies not contained in the Agreement. Excluded from this procedure are those matters subject to statutory appeals procedures, those topics specifically excluded by 5 USC 7121 (c), and employee removals for misconduct or unacceptable performance.

Section 2. General Provisions

- A. An employee may request a reasonable amount of official time to present a grievance under this procedure. The amount of official time will be determined by the Employer. The time allowed shall not be exceeded; however, the Employer may grant additional official time upon receipt of adequate written justification.
- B. A grievance may be withdrawn by the employee at any time by submitting a memorandum to the level of the Employer considering the grievance.
- C. If an employee wishes to present a grievance without Association representation, they will be permitted to do so and have it adjusted as long as the adjustment is not inconsistent with the terms of this Agreement. The Association must be given the opportunity to be present at all grievance meetings as they are formal discussions.
- D. An employee may file a grievance at the level of the Employer that initiated the action which resulted in the grievance; however, if the grievance is filed at a higher level than appropriate, the recipient will return the grievance to the employee(s) with instructions as to the level at which it should be filed. The lapsed time will not be part of the 15 days referred to in Section 3(a) of this Article.
- E. All time limits stated in the grievance procedure may be extended by mutual consent. Failure of the Employer to render a decision on the grievance within the stated time limits, without any mutual agreement having been made to extend such limits, will be cause for the employee(s) to move the grievance to the next level. Likewise, failure of the employee(s) to appeal a decision on the grievance in the prescribed time limits, unless an extension has been granted, shall be grounds for the grievance to be denied.

Section 3. Steps of Grievance Procedure

A grievance must be presented within fifteen (15) working days after the occurrence of the event on which the grievance is based. A grievance concerning a continuing practice may be presented at any time.

- A. Except as provided in Section 2(d), a grievance by an employee shall be first taken up between the employee and the immediate supervisor. This discussion may be with the assistance of the employee's designated Association representative. If the employee chooses not to utilize the assistance of the Association, the Association must still be provided the opportunity to participate in the discussion as it is a formal discussion. The supervisor shall render a decision within ten (10) working days. Should additional time be necessary, the supervisor shall so notify the employee and an additional five (5) working days will be allowed.
 1. If no satisfactory settlement is reached in (b) above, the grievance shall be reduced to writing within fifteen (15) working days of the receipt of the immediate supervisor's decision and will include the following information:
 - a. The employee's name, position title, grade, and organizational unit;
 - b. A specific detailed statement of the nature of the grievance;
 - c. A summary of the previous steps taken and the results of those steps;
 - d. The corrective action desired; and
 - e. The signature of the employee and/or the employee's Association representative.
 2. The grievance shall be presented to the next level of the Employer by the employee and or employee's designated Association representative. The responsible official shall issue a written decision to the employee within fifteen (15) working days.
- B. If the employee is still aggrieved and no satisfactory settlement has been reached at this point, the employee and/or the employee's Association representative shall within fifteen (15) working days submit the grievance to the Deputy Administrator, Plant Protection and Quarantine, Animal and Plant Health Inspection Service, Washington, D.C or designee. The Deputy Administrator or designee will attempt to resolve the grievance within thirty (30) working days of receipt and shall provide a written decision to the employee and/or the employee's Association representative.
- C. If the grievance cannot be resolved to the employee's satisfaction by the Deputy Administrator, the Association may invoke arbitration.

Section 4. Grievances Filed by the Employer

- A. Grievances relating to the interpretation or application of this Agreement or the policies of the Association shall be submitted in writing to the President of the Association within fifteen (15) working days of the occurrence of the event on which the grievance is based, or after informal efforts have been made to resolve the issues whichever date is later. It must state specifically and in detail the nature of the grievance, previous efforts made to resolve the grievance, the results thereof, and the corrective action desired. The grievance must be signed by the Deputy Administrator or designee. The President of the Association shall attempt to resolve the grievance within fifteen (15) working days of its receipt.
- B. If no satisfactory settlement is reached in (a) above, the Employer may within fifteen (15) working days, invoke arbitration in accordance with the provisions of Section 5 of this Article.

Section 5. Arbitration Procedure

- A. The grievance may be submitted to arbitration by either Party upon written notification to the Deputy Administrator. This must be done within fifteen (15) working days after receipt of the Deputy Administrator's decision or the decision of the Association President.
- B. Upon receipt of notice that the Association wishes to take a grievance to arbitration, the Employer shall request that the FMCS provide a list of five (5) impartial persons qualified to act as arbitrator. The Employer and the Association shall confer within ten (10) working days after the receipt of said list for the selection of an arbitrator. Selection shall be made by each Party striking off one potential arbitrator's name from the list until one duly selected arbitrator remains. The Party proceeding first shall be selected by chance.
- C. The Employer and the Association each agree to pay 50 percent of the cost of the arbitrator's fee and expenses, and 50 percent of the cost of facilities (if non-Government). If either Party requests a transcript of the arbitration proceedings, the requesting party shall bear the cost.
- D. Employees involved in the hearing will be on official time with no charge to leave or loss of pay if their presence is approved by the arbitrator. Witnesses shall be free from coercion, intimidation, or reprisal by either Party.
- E. Each Party shall bear the expense of transportation and per diem for the witnesses which they call to testify on their behalf.

- F. The arbitrator's award shall be binding on both Parties subject to appeal of the decision by either Party to the FLRA.
- G. Any dispute over the application of an arbitrator's award will be returned to the arbitrator for settlement. The arbitrator in his/her award shall have no power to amend or modify (1) this Agreement, (2) USDA, APHIS, or Employer policies listed in Article 5 as a Right of Management, or (3) those policies which are subject to statutory appeal procedures or otherwise excluded from the grievance procedure by Title 5 or the Parties.

Section 6. Unfair Labor Practice

The Parties acknowledge the importance of resolving differences and disputes informally, at the lowest possible level. Therefore, it is agreed that prior to filing a charge of Unfair Labor Practice with the FLRA, the Association will provide the Employer with two weeks advance notice, during that time the Parties will meet, discuss, and attempt informally to resolve the matter.

ARTICLE 24. Alternative Work Schedules

The Employer shall consider alternative work schedules consistent with the Agency and program policies provided:

- A. The performance of work, quality of service and productivity is not diminished;
- B. There is no detrimental effect on cost;
- C. The efficiency of operations is not decreased; and
- D. When applicable, the majority of bargaining unit employees concur.

ARTICLE 25. Voluntary Reassignments

Section 1. Policy

- A. The Employer will consider requests for voluntary lateral transfers in accordance with this Article. When filling bargaining unit employee vacancies by lateral transfer, the Employer retains the right to select from among those who apply pursuant to the provisions of this Article.
- B. Voluntary lateral transfers will be made at the expense of the employee and during non-duty hours, i.e., approved leave status, except in those cases where it can be clearly shown to be advantageous to the Government. Nothing in this

Article will be construed as a waiver of the Employer's 5 U.S.C. 7106(a) rights or the Association's rights.

- C. Voluntary transfers will be made between positions with identical official and/or working titles, e.g., Office Manager to Office Manager, Administrative Assistant to Administrative Assistant, etc. Voluntary transfers will not be permitted between positions with different titles, e.g., Office Manager to Administrative Assistant.
- D. When filling vacancies, the Employer will give consideration to the lateral transfer list.
- E. Any employee taking an employee initiated voluntary downgrade transfer will apply through the provisions of this Article.
- F. Excluded from this Article are those positions which are to be filled by employees affected reduction-in-force, reassignment.

Section 2. Reassignments

- A. The Employer will provide employees the opportunity to indicate in advance those locations to which they desire to laterally transfer. Requests will be maintained for a period of one year or until the employee receives notification of the status of a vacancy, whichever is lesser.
- B. Eligibility for transfers other than hardships will occur when the following conditions have been met:

New Hires become eligible to apply for lateral transfer:
 - 1. After serving eighteen (18) months from the date of entrance on duty,
 - 2. Satisfactorily completing mandatory condition of employment training,
 - 3. Minimum fully successful performance evaluation, and
 - 4. Subject to satisfying other factors such as performance improvement plans or discipline related adverse actions.
- C. The Employer will consult with the National Level of the Union on waivers of eligibility requirements for other extraordinary circumstances.
- D. Prior to filling a vacant position the selecting official will consider candidates on the Lateral List and follow the appropriate administrative procedures.
- E. Any employee selected for a voluntary transfer who subsequently refuses the

offer shall not be eligible for further consideration for any location for one calendar year, starting when the transfer is declined.

Section 3. Hardships

- A. Any employee may request a lateral transfer for reasons of personal hardship by submitting a request in writing to his/her Regional Vice President. The employee is required to substantiate the hardship. Substantiating documentation will be included with the request.
 - B. Within the written request, the employee will indicate which of the four reasons below he/she contends is applicable to the hardship request
 - C. Hardships caused by emergency situations. These typically would be medical and family type emergencies which need immediate action. The emergency involves the employee or a family member. Family member means the following relatives of the employee:
 - 1. Spouse, and parents thereof;
 - 2. Sons and daughters, and spouses thereof;
 - 3. Parents, and spouses thereof;
 - 4. Brothers and sisters, and spouses thereof;
 - 5. Grandparents and grandchildren, and spouses thereof;
 - 6. Domestic partner and parents thereof, including domestic partners of any individual in (2) through (5) of this definition; and
 - 7. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- (a) This does not mean that an employee will be granted a transfer if there is no vacancy at the desired location.
- 1. If for example, the Employer relocates an employee because of a directed reassignment.
 - 2. Hardships caused by situations not created by the Employer which have a highly traumatic effect upon the employee. If, for example, a spouse who is not a part of the PPQ structure found a job in a distant location, the acceptance of that position creates difficulty or hardship for a member of the bargaining unit; marriage, engagement; etc.

3. Hardships caused by situations not created by the Employer which are less traumatic. These situations cover many contingencies that are not covered in the previous categories.

D. The Regional Vice President will then submit all information to the Executive Director/designee.

E. The Executive Director will inform the Regional Vice President and the affected employee of the decision for a hardship transfer.

Section 4. Swaps

Employees seeking to swap positions must work out the details between themselves in conjunction with their respective Regional Vice Presidents. The Regional Vice Presidents will then forward the requests to the Executive Director for consideration. Swaps will be considered only between employees of the same qualifications, titles, series, and grades and are at management's discretion.

ARTICLE 26. Temporary Duty Assignments

Section 1. Purpose

- A. The purpose of this Article is to set forth procedures for assigning bargaining unit employees to domestic temporary duty (TDY) assignments. The procedures provide for a volunteer process followed by a mandatory system for temporary duty assignments.
- B. All types of emergencies requiring domestic TDY deployments are covered by this Article.
- C. Each employee is tracked by the last date when he/she returned from a TDY assignment. This includes voluntary and mandatory assignments. Employees having completed a TDY assignment will be moved to the bottom of any lists and listed by the return date of the TDY assignment. Employees having the same return date will be listed in order by Leave Service Computation Date (SCD).
 1. When a TDY assignment has not been completed since the implementation of this procedure in 2009, the sole criteria for tracking an employee on a volunteer list will be SCD seniority.
 2. When a TDY assignment has not been completed since implementation of this procedure in 2009, the sole criteria for tracking an employee on the National

Mandatory List will be by reverse seniority.

Section 2. Domestic TDY Information

- A. A TDY assignment normally will not exceed twenty eight (28) calendar days. However, the Employer retains discretion to extend or shorten a TDY assignment based on the nature of the emergency.
- B. To the extent possible, employees will be given advance notification of any mandated changes to the length of the deployment.
- C. The Parties have agreed that it is in the interests of both Parties for selection procedures to be transparent. Lists compiled for voluntary and mandatory TDY assignments will be made available on the intranet.
- D. The Employer may make TDY assignments by state or local level based on the fact circumstances of the emergency. In these cases the qualified employees would be from the applicable state or local level.

Section 3. Volunteers

- A. A volunteer is a bargaining unit employee who has identified himself/herself as being available for a specific TDY assignment. Volunteering signifies that the employee is willing to voluntarily begin deployment twenty four (24) hours from the date the period for volunteering closes.
- B. Volunteers will be solicited by an electronic communication addressed to all PPQ employees. Normally, the Employer will provide at least twenty four (24) hours for volunteers to respond to the communication. The communication will provide specific information on all of the following:
 - 1. the closing date and time for the period to respond;
 - 2. the specific dates of the TDY assignment, when known;
 - 3. the location and nature of the emergency;
 - 4. expected work hours;
 - 5. physical demands required;
 - 6. specific qualifications and any specialty positions needed.
- C. The following criteria must be met in order for bargaining unit employees to be

eligible to volunteer for a TDY assignment:

1. valid state driver's license; if applicable
2. permanently employed;
3. fully successful rating on last evaluation of record, if available.

D. In addition, specific positions may be exempt at the discretion of the Employer.

Section 4. Selection Process for Voluntary and Mandatory TDY Assignments

- A. The Employer will rank responses received from employees and place them on a list by Service Computation Date (SCD) with the most senior employee first and then in descending order. However, employees with a date of returning from a TDY deployment after the implementation of this agreement will be moved to the bottom of the list and listed by the TDY return date. Employees with the same return date will be listed in order by SCD and will be selected from the list in the order of appearance based on availability and qualifications.
- B. When a specific qualification (skill, knowledge or ability) is required for a TDY assignment, the Employer will select the first available employee with the required qualification(s) from the list.
- C. After qualified and available volunteers have been exhausted the Employer will utilize the mandatory procedures.
- D. The supervisor may identify an employee as "unavailable" for a TDY assignment with the concurrence of the Regional Director or designee when staff reductions may result in the work unit's inability to accomplish required program activities.

Section 5. Notification Process for All TDY Assignments

- A. Employees will be provided as much advance notice of TDY assignment as reasonable, with a minimum of fourteen (14) days being desirable. However, some employees may be required to report on shorter notice for the initial TDY rotation.
- B. Initial notification should include the following information:
 1. reporting data and anticipated length of assignment;

2. project intake duty station;
3. project information; (i.e., specifics of the primitive working conditions and inherent physical demand requirements (if known));
4. contact person and telephone number;
5. additional (if any) pertinent information;

Section 6. General TDY Information

- A. When an employee is identified as unavailable or not qualified for TDY assignment then the employee will be passed over if his or her name is reached on the National Mandatory TDY List.
- B. When warranted due to the lack of available and qualified bargaining unit employees voluntarily requesting TDY assignments, employees will be mandated by using the National Mandatory TDY List. All bargaining unit employees will initially be placed on the National Mandatory TDY List by reverse Service Computation Date (SCD). New employees will be placed at the top of the list, but will not be mandated until all eligibility requirements have been met. Once an employee has completed a TDY assignment after the date of implementation of this agreement (voluntary or mandatory), his/her name will be moved to the bottom of the National Mandatory TDY List and will be identified by the date of the completion of the TDY assignment. Employees having the same date of completion will be listed in order by completion date and reverse SCD.
- C. Hazardous duty pay premiums will be paid when required by law, rule or regulation.
- D. Employees currently on TDY may be offered a TDY extension prior to the Employer utilizing any of the voluntary or mandatory lists.
- E. Upon an employee's notification of deployment of forty eight (48) hours or less, that employee may be granted a reasonable amount of Administrative Leave, up to eight (8) hours in order to make preparations for the TDY.

Section 7. Availability Exemptions

The APHIS Mobilization Guide contemplates that there may be occasions where an employee may be detailed to natural disasters and other national emergencies that may have primitive living conditions and/or working duties not in the employee's job description. Employees who have issues reporting to the TDY assignment due to medical or personal situations, may request unavailability exemption. All requests for

unavailability exceptions must be in writing and presented to their supervisor in accordance with the provisions below.

A. Medical Conditions

1. Requests for medical exemptions are the responsibility of the employee. The employee must provide the Supervisor or designee a completed Certification of Health Care Provider Form. The Certification of Health Care Provider Form provided must be current in order to be accepted, (generally within 180 days).
2. The Supervisor or designee will evaluate the request and make a decision on the medical unavailability exemption. The Supervisor or designee may identify the employee as eligible for a medical exemption; dispatch the employee to the TDY assignment with temporary restrictions; deny the request in writing; or take action as appropriate.

B. Serious Personal Obligations or Hardships

1. Employee(s) who have serious personal or hardship issues, may request an unavailability exception by submitting a Request for Exemption from Temporary Duty Assignment Form along with any supporting documentation.
2. If the personal obligation involves the care of a family member, due to health reasons, the employee may request an unavailability exception by submitting a completed Certification of Health Care Provider Form to their immediate Supervisor or designee.

C. Jury or Court Obligations

Employees scheduled for Jury Duty or for a Court appearance may request an unavailability exception by submitting a Request for Exception from Temporary Duty Assignment Form to their immediate Supervisor or designee.

D. Military Duty

The Employer will identify as unavailable an employee on National Guard, Reserve or recall military duty.

E. Annual Leave

1. Employees will be permitted to select, identify and receive approval for up to

two periods of long-term annual leave. Long-term annual leave is defined as leave approved for a minimum of a full work week and may be in 32-hour increments when there is a holiday. The two periods of long-term leave must be identified, requested and approved at least thirty (30) calendar days prior to the notification for TDY assignment to qualify as a period of unavailability and may not exceed the leave earned by the employee in a leave year.

2. Nothing in these provisions shall preclude an employee from requesting and receiving approval for additional periods of annual leave. If an employee with an additional period of annual leave is notified of a TDY deployment, then the employee may request to be considered for the next TDY deployment and be passed over on the TDY list. The Supervisor or designee will make a decision on the request based on the employee's individual circumstances and the nature of the emergency.

E. Other Exemptions

The Supervisor or designee will consider any other valid reason for TDY exemption not specified above, presented by the employee.

F. Appeals of TDY Exemptions

An employee may appeal the decision of his/her supervisor through the Association President or designee to the next higher level supervisor and then the Executive Director or designee for consideration. The decision of the Field Operations Hub will be the final decision and will not be eligible for additional consideration at any other levels.

Section 8. Safety and Health

- A. The Employer will maintain safe project working conditions and equipment in accordance with government regulations and OSHA requirements.
- B. The Employer will make an effort to assist employees in the temporary use of items that are needed for the environment at their TDY location and that are not normal and customary for the employee to have at their permanent duty location (i.e. heavy coats for extremely cold climates).
- C. Employees will be provided the opportunity to receive vaccinations determined by the Employer to be necessary in advance of deployment or during project orientation at the work site.
- D. Both parties expect employees and managers be treated with dignity and respect.

Request for Exemption from Temporary Duty Assignment

(When completed, this form is to be presented to the employee's immediate supervisor)

Employee's Name: _____

Which category does your request to be excused from an Emergency TDY fall?
Please check as appropriate.

Child Care Obligations_____ Elder Care Obligations_____

Civic Responsibility_____ One Time Event (wedding, graduation, etc.)_____

Organization Responsibility_____ Educational Responsibility_____

Court Obligation (Must include copy of court summons)_____

Other Employment Responsibility_____

Other: (please explain below)_____

An explanation must be provided below concerning the impact the checked responsibility would create and how it would impair your ability to travel. Include dates if the situation is not permanent.

Explanation:

Signature:_____ Date:_____

ARTICLE 27. Distribution of Agreement

The Employer will be responsible for the publication of this Agreement and distribution to all appropriate management officials and employees in the bargaining unit. New employees covered by this Agreement, upon request, will be provided with an electronic copy of the Agreement.

ARTICLE 28. Duration and Extent of Agreement

Section 1. Duration

Unless otherwise provided, this Agreement shall remain in effect for a period of three (3) years from the effective date. Thereafter, the Agreement shall be automatically renewed on the anniversary date, unless either Party desires to terminate or modify the Agreement. The requesting Party must serve written notice of such intent to the other Party, no less than sixty (60) or more than ninety (90) calendar days before the expiration date of the Agreement. A request to renegotiate the Agreement must be accompanied by a complete set of proposals setting forth the proposed language changes. If such notice indicates intention to terminate the Agreement, this Agreement shall terminate on the anniversary date. Negotiations must be concluded by the contract termination date, unless both Parties agree to an extension. Either Party, due to catastrophic circumstances, may extend negotiations for thirty (30) calendar days. This Agreement shall not be enforceable at any time after it is determined under the provisions of Title 5 that the Association is no longer entitled to exclusive recognition or the Association has been disbanded.

Section 2. Amendments/Modifications

Amendments may be made within a reasonable time after abridgement of any of the provisions of the Agreement by any newly enacted law or policy or regulation of higher authority. Changes in this Agreement which are required by law, regulation, or policy issued by higher authority, shall be placed in effect without respect to the provisions of the Agreement. The Employer agrees to consult with the Association before effecting such required changes. Any request by the Employer or the Association to negotiate an amendment to this Agreement shall include a summary of the proposed amendment and the reasons therefore. Negotiations will take place as specified in Article 6 of this Agreement. Any amendment to this Agreement shall be signed by the Employer and the Association and approved as specified herein. Its term shall be concurrent with the Agreement.

Section 3. Reopener

A. Either Party will have the right to reopen portions of this Agreement if the Party

produces evidence that parts of the Agreement are being abused, interfere with the efficient operation of the organization, or has materially affected conditions of employment. Documentation must include specific evidence of the charge and the provisions of the Agreement involved. This reopener will be exercised by serving a written notice on the other Party of the provision(s) to be reopened.

- B. This Agreement may be opened for amendment upon the written request of either Party if any of the sections herein is nullified by changes in law, order, rulings, judicial decisions, or third-party decisions. Requests for such amendment(s) must include a summary of the amendments proposed and make reference to the appropriate order, law, or decision necessitating the amendment(s) requested. Only the sections nullified by the appropriate order, law, or decision will be reopened.

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

The Parties hereby agree to the above Agreement and set their Signatures to it effective this

_____ day of _____

For the Agency:

OSAMA EL
LISSY

Digitally signed by OSAMA EL
LISSY
Date: 2019.06.03 14:43:30
-04'00'

For the Union:

Cynthia C. Ross 7/16/2019

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Agency Head Review was served on this day, August 12, 2019, to the following parties regarding the negotiated CBA between APHIS, PPQ and NAPPQOSE:

Kevin A. Shea, Administrator
APHIS
Kevin.A.Shea@usda.gov

via E-mail

Osama A. El-Lissy, Deputy Administrator, PPQ, APHIS
Osama.A.El-Lissy@usda.gov

via E-mail

Douglas R. Nash, Deputy Administrator
Marketing and Regulatory Programs Business Services, APHIS
Doug.Nash@usda.gov

via E-mail

Beverly A. Ledford, Director, Human Resources Management, APHIS
Beverly.Ledford@usda.gov

via E-mail

Ayana Hook, Deputy Director, HRD, APHIS
Ayana.Hook@usda.gov

via E-mail

Mark V. James, Chief, Labor Management and Employee Relations Branch,
APHIS
Mark.James@usda.gov

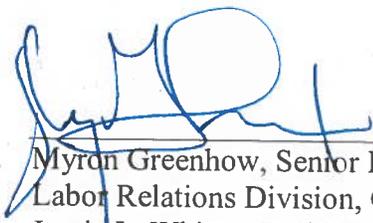
via E-mail

Patrick J. O'Connor, Labor Relations Specialist, APHIS
Patrick.OConnor@usda.gov

via E-mail

Cynthia C. Ross, President, NAPPQOSE
Cynthia.C.Ross@usda.gov

via E-mail



Myron Greenhow, Senior Labor Relations Specialist
Labor Relations Division, OHRM
Jamie L. Whitten Building, Room 318-W
1400 Independence Avenue, SW, Mail Stop 9611
Washington, DC 20250
Phone: (202) 720-2809