

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
GRADING AND VERIFICATION DIVISION  
LIVESTOCK AND SEED PROGRAM  
AGRICULTURAL MARKETING SERVICE  
U.S. DEPARTMENT OF AGRICULTURE**

**AND**

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



**EFFECTIVE: December 5, 2011**

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## ARTICLE 1

### GENERAL PROVISIONS

- 1.1 **Parties to the Agreement:** The parties to this Agreement are the Grading and Verification Division, Livestock and Seed Program, Agricultural Marketing Service (AMS), U.S. Department of Agriculture (USDA), hereinafter referred to as the “Employer” and the National Meat Graders Council, American Federation of Government Employees (AFGE), AFL-CIO, hereinafter referred to as the “Union.”
- 1.2 **Bargaining Unit Coverage:** This Agreement is applicable to all permanent, full-time Agricultural Commodity Graders (Meat) (GS-5, -7, and -9) assigned to the Grading and Verification Division.
- 1.3 **Authority:** This Agreement is entered into under the authority of 5 U.S.C. Chapter 71. This Agreement will be approved according to the regulations of the US Department of Agriculture, hereinafter, referred to as USDA. The Union was certified as the exclusive representative of the bargaining unit by the Department of Labor on August 18, 1970.
- 1.4 **Purpose of this Agreement:** This Agreement sets forth the respective roles and responsibilities of the parties and states the policies, procedures, and methods that provide the working relationships between the parties.
- 1.5 **Laws, Regulations, and Policies:** In the administration of all matters covered by this Agreement, officials and employees are governed by:
- a) Existing or future laws; and
  - b) Government-wide rules or regulations in effect upon the effective date of this Agreement not in conflict with this Agreement; and
  - c) Government-wide rules or regulations issued after the effective date of this Agreement not in conflict with this Agreement; and
  - d) Government-wide rules or regulations issued after the effective date of this Agreement when in conflict with this Agreement but only to the extent the conflicting rule or regulation implements 5 U.S.C. 2302; and
  - e) Department of Agriculture or Agricultural Marketing Service rules, regulations, and directives not in conflict with this Agreement.

- f) Subsequently published policies, rules, and regulations which are not in conflict with this Agreement, which is required by law, or which is authorized by the terms of a controlling agreement at a higher Agency level. The effect of such changes as they affect the personnel policies and conditions of employment of employees in the unit shall be negotiated, if appropriate, and if requested by the Union.

1.6 **Management Rights:** The Employer shall retain all management rights as provided for in 5 U.S.C. 7106.

1.7 **Rights of Employees:**

- a) An employee is entitled to be represented by a Union representative during any examination of an employee by a representative of the Agency in connection with an investigation if:
  - 1. The employee reasonably believes that the examination may result in disciplinary action against the employee, and
  - 2. The employee requests representation.
- b) The Union is entitled to be represented at any formal discussion between any management representative(s) and any employee(s) or their representatives concerning any grievance, personnel policy or practices, or other working conditions.
- c) Upon request, the employee and/or representative may review his/her work performance files or other records at a time mutually agreeable.
- d) Upon completion of the review the employee or representative may submit any concerns in writing, management will respond to a written request within 20 working days.

1.8 **Status of Agreement:** This Agreement shall, on its effective date, be the sole Agreement between the parties.

1.9 **Distribution of Agreement:** Copies of this Agreement will be furnished to all bargaining unit employees and to supervisory and managerial personnel by e-mail. The Agreement will be posted on the intranet and a bound copy provided to each employee.

1.10 **Duration of Agreement:**

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

1.11 **Reopener:**

- a) Should a provision of this Agreement be nullified or otherwise affected by appropriate authority (i.e., by federal statute or government-wide rules or regulations implementing 5 U.S.C. 2302) after the effective date of this Agreement, either Party may reopen the specifically affected sections and all other provisions directly affected by those sections.
- b) Should any other change in Government-wide rules and regulations affect any provision(s) of this Collective Bargaining Agreement, the affected provision(s) may be re-opened by mutual agreement of the Parties.
- c) 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 re-opened.
- d) This Agreement may be reopened at any time by mutual agreement of the Parties.

1.12 **Ground rules for Successor Agreements:**

- a) Arrangements for negotiations will be mutually agreed upon in ground rule discussions.
- b) Both parties agree to meet in a timely manner to negotiate the ground rules and the Agreement.
- c) If contract negotiations are not completed within the prescribed time, the Agreement shall continue and be extended for 120 days beyond the expiration date.

## ARTICLE 2

### **LABOR-MANAGEMENT CONSULTATION**

2.1 **Definition:** For purposes of this Article, “consultation” will mean a verbal discussion or written communication between representatives of labor and management to exchange views on matters of concern to the bargaining unit and the Employer. Nothing in this Article will be construed as a waiver of, or a limitation on, the Union’s bargaining rights.

2.2 **Labor Management and Consultation Meetings at the Division Level:**

- a) Labor Management Meetings at the division level will be held two (2) times annually or more often if mutually agreed to by both parties. One meeting shall be face to face.
- b) The additional meeting(s) may be telephonic or by other electronic methods.
- c) During the face-to-face meeting the Union will be permitted to have four (4) representatives present at such meetings on official time. A reasonable amount of official time will be granted to the Union representatives to prepare for consultation meetings.
- d) The face to face meeting shall be scheduled for 5 days.
  - 1. Day 1 and 5 for travel.
  - 2. Day 2, 3, and 4 will be for the Labor Management Consultation Meeting and training. A minimum of 8 hours shall be dedicated to training.
- e) Travel and per diem will be paid by the Employer for the four representatives in accordance with applicable law, rule and regulation, i.e., the Federal Travel Regulations.

## ARTICLE 3

### UNION REPRESENTATION

- 3.1 **Requesting Representation Regarding Conduct Allegations:** When an Employee or Employees request representation, local management shall contact the Customer Services Section Chief.
- a) The Customer Services Section Chief shall contact The National Council President.
  - b) The National Council President shall notify the Customer Services Section Chief of the designated representative.
- 3.2 **Notice to the Union:** When it is anticipated that a change in working conditions affecting bargaining unit employees is necessary, the National Union President or designee will be notified in advance (e.g., in writing, e-mail or orally-confirmed in writing).
- a) The council will be provided a copy of the notification.
  - b) The union shall have ten (10) working days in which to submit specific proposals for negotiation on such changes or request an extension if additional time is needed.
- 3.3 **Official Time for Representation Activities:** Union representatives and affected employees shall be granted reasonable and necessary official time (excluding time for negotiations) in accordance with the following:
- a) Union Officers shall be granted a collective total of 400 hours per calendar year to prepare for appropriate representational duties (e.g., ULP's, written grievances, responses to disciplinary proposals, adverse actions, etc).
  - b) Union representatives shall be granted reasonable and necessary time to serve in a representational capacity (e.g., Weingarten meetings, formal discussions, presenting grievances, etc.). When the Union is given adequate notice by the employer of the time and location of the representational functions, the Union will to the best of its ability, provide the most cost effective qualified representation.
  - c) Affected employees will be granted reasonable and necessary preparation time to prepare for cases (e.g., grievances, arbitrations, responses to proposals for disciplinary actions, adverse actions, and performance-based actions).
  - d) Affected employees will be granted necessary travel time and expenses to resolve issues covered by this agreement.
  - e) Authorization for the official time, date, and location must be obtained in advance

from the local Supervisor and the Customer Service Section Chief. The Employer will approve requests for additional time where a legitimate need is demonstrated.

- f) All official time shall be coded under the appropriate official time code on the employee's time and attendance documents.
- g) When investigators that are employed outside the Grading and Verification Division require employee investigative interviews, the interviews to the extent possible will not be conducted on the customer's premises.

**3.4 Time and Travel Expenses:**

- a) Necessary time and travel expenses per occurrence for Union officials fulfilling obligations in accordance with this contract shall be paid by the Division in accordance with the following:

ACTIVITY	TRAVEL TIME	TRAVEL EXPENSES
Informal Grievances	0 hours	\$00.00
Disciplinary Actions, Adverse Actions, Performance Actions, Investigative Interviews or Arbitrations	16 hours	\$1,500.00

- b) Reasonable and necessary time and travel expenses for Union officials' travel to negotiations and partnership meetings will be provided by the Division.
- c) When the Employer has a formal discussion with a bargain unit employee, the Employer agrees to give the Union the opportunity to be present in the same way as the employee, i.e., teleconference, video conferences, face-to-face.
- d) When official representational time is requested, management agrees to take into consideration the need for privacy and office space along with the time needed to accomplish these responsibilities.
- e) The venue of the arbitration will be determined by Management.
- f) The Union is entitled to a second representative if management has two representatives at arbitration. The second Union representative shall be paid for at the same rates as the first representative by management.

**3.5 Use of Official Facilities:**

- a) Space: The Union may be granted permission to use official space and bulletin boards under the control of the Employer for meetings on the non-duty hours of the employees involved. The union is responsible for exercising reasonable care in the use of such facilities. The Union will ensure that any material it places on Employer-

owned bulletin boards does not violate Government wide rules or regulations. Items placed on such bulletin boards must be neat, appropriate and professional.

- b) Official List of Names: Once a year, at the request of the Union, the Employer will furnish to the National Meat Graders' Council a list of the names, position titles, grades, and organization units, of all employees in the bargaining unit.
  - 1) Within 15 days of any change in Union Leadership, at the Local or National level, the National Union will provide a list of Council Members and Local Presidents.
  - 2) Local presidents will be required to provide a list of local representatives to Management.
  
- c) Telephones, Government Issued Calling Cards, e-mail, Government computers and Fax Service: The Union agrees the use of Government issued telephones, Government issued Calling cards, Government computers, scanners and/or fax services at Government expense is limited to contacting appropriate counterparts. The parties agree such use will be for official representational purposes only. The Union agrees that Government provided communication devices and services cannot be used for internal Union business.
  - 1) When the employer does not provide Union representatives private office space management will continue to provide computers, printers, and air cards for the four (4) National Council Officers.

## ARTICLE 4

### HOURS OF WORK

#### 4.1 Workweek:

- a) Except where the Employer determines that the Division would be seriously handicapped in carrying out its function or that costs would be substantially increased, the Employer will establish basic workweeks consisting of five 8-hour days.
- b) If a workweek of other than 8 hours per day would meet this criterion, the Employer will, prior to the establishment of such a tour for any employee or assignment, carefully consider whether any economies or increased efficiencies to be realized might be outweighed by the potential disruption of the affected employee(s). In the event that the Union believes that an assigned tour of duty, or the procedures by which tours are assigned, are inconsistent with law, Government-wide regulation, or the terms of this Agreement, it may be adjudicated through the grievance procedure.
- c) The Employer recognizes its obligation to notify the Union prior to the establishment of any Alternative Work Schedules.
- d) The hours for each workday will be assigned as far in advance as possible, usually no later than the close of business on the preceding workday.
  - 1) The parties agree that close of business is defined as the time the employee is scheduled to end their scheduled 8 hour tour of duty.
  - 2) Supervisors should schedule a minimum off-duty period of 10 hours between daily tours, except when prevented by abnormal or unforeseen circumstances.(i.e. unscheduled sick leave, emergency leave, emergency customer needs)
- e) Grader may volunteer to change shifts with other qualified graders, provide they receive management's approval for any changes.

- 4.2 Assignment of Overtime: The grader regularly assigned to service an applicant requiring overtime will have the primary responsibility of performing the necessary service during the week and on weekends. Other overtime assignments will be distributed as equitably as possible among all qualified employees in the locality. The Employer agrees to provide the employee with as much advance notice of overtime assignments as practical.

#### 4.3 **Saturday Overtime Relief:**

- a) The employer may change employee assignments for reasons of compelling need such as annual leave, medical reasons, personal hardship, stress and fatigue.
- b) Graders may be relieved from weekend overtime assignments four times per year for any reason if they give the employer two weeks written notification by e-mail. When multiple requests are made seniority shall be the determining factor.

#### 4.4 **Preparation for Duty Time:**

- a) The employer agrees to assign starting times of employees which provide sufficient time to prepare for the work assignment at the beginning of the work day. The preparation time shall include the normal time in each plant required to prepare for duty in the grader's office; i.e., gathering the issued equipment and items necessary for the particular assignment, which may include hand tools, a helmet, cooler coat, frock, gloves, hairnet/beard net, work boots, hearing protection, etc.; and the time to walk to the work station.
- b) The local supervisor and a local resident grader identified by the National Union President shall jointly study and agree to the necessary preparation time in each facility. If agreement on times cannot be reached, management will establish the times at each facility and provide the national union an opportunity for consultation.
- c) Alternatively, individual plants may request earlier starting times, in 15 minute increments, to accommodate walking to duty stations and preparatory time in the office.
- d) Once starting times are established, the employer will publish in each facility's Quality Manual both the starting time in the grader's office, and the starting time at each work station. The Union may request a new study on preparation for duty time at each plant after two years from the effective date of the contract.

#### 4.5 **Break Periods:**

The Employer agrees that it is desirable to permit graders to take a rest and relief break mornings and afternoons. In those operations which stop to permit their employees to take a break, the grader should take a break at the same time, including lunch/dinner breaks. Management may establish break and meal periods other than the plant break and meal periods on a case-by-case basis. Graders needing to take a personal break at times other than the established break period must take steps at his/her break time to secure the operation. Employees must be allowed an uninterrupted unpaid 30 minute meal period.

#### 4.6 **Rotation Schedule:**

- a) The Employer will make shift specific individual duty assignments at multi-grader plants after considering the required duties of each assignment and make an effort to distribute the workload equitably. To minimize fatigue and provide maximum training and experience, the supervisor shall rotate duties (e.g., weekly, daily, hourly) when plant operations and grader qualifications and experience permit. In doing so, the supervisors may consider the assigned graders' suggestions in determining the most effective and efficient rotational pattern.
- b) The Supervisory Meat Grader will normally provide a written rotation schedule for assigned individuals, covering a 4-week period to each employee at least 1 week prior to the beginning of the 4-week period. This rotation schedule may also contain a tentative list of employees who may be assigned to temporary duty during the 4-week period. The parties agree that the rotation schedule is subject to change at the discretion of the employer. Employees involved in a change will be notified as soon as possible.
- c) In plants which operate more than one shift of the same operation, such as grading, further processing, etc, the employer will allow shift preference to be assigned by seniority as established in c.1 below, provided it does not excessively interfere with management's right to assign work.
  1. Seniority will be established as time in meat grading from the employees current appointment.
  2. The local duty station will be responsible for establishing and maintaining a sonority list.
  3. Graders who are working in the same plant and operation that has multiple shifts may volunteer to trade shifts with other employees with the employer's approval. Employee's who select a preference as established in section 6.C.4 will be barred from making changes during the shift preference period.
  4. Employee's may request a shift change for personal convenience with the employer's approval for periods of one day provided the employee can find a qualified grader to switch shifts.
  5. Employee shift preference will be granted for a twelve (12) week period starting on the first full pay period in 2012.
  6. Request for shift preference must be submitted a minimum of 4 weeks prior to established preference period.
  7. TDY assignments will not be considered for shift preference.

- d) The Customer Service Director or other Management official shall consult with the National Council President regarding assignments for employees, whose medical conditions temporarily preclude them from performing their regular assignments, requiring an exception to the rotation of assignments as stated above.
- e) This section applies only to full-time shift vacancies, which is defined as a commitment assignment. This does not apply to non-commitment assignments.

4.7 **Temporary Duty:** Temporary Duty (TDY) Assignments are those assignments outside an employee's official duty station where the employee would reasonably be expected to remain overnight.

- a) Union officers who attend Labor-Management meetings, Union training, or perform representational functions while on TDY for 3 or more nights in a two week period, shall be considered to have taken their turn in the relief rotation schedule.
- b) Each TDY assignment will be limited to no more than 2 weeks at any one time unless the employee agrees to accept more, or a plant closing dictates a longer detail assignment. An employee will be considered to have taken a turn in a temporary duty assignment rotation when away from their Official Duty Station for 3 or more nights in a 2-week period and there are no other TDY assignments within the 2-week period.
- c) When extended TDY assignments result from events such as plant closings or work reduction situations, the employee may return to his/her official duty station during non-work days of the TDY assignments once every 2 weeks.
- d) Except in emergencies, graders scheduled for relief assignments will receive as much advance notice of the impending assignment as possible.
- e) When the employer has two or more employees located in the same official duty station that are qualified to perform the TDY assignments, the employer shall solicit for qualified volunteers, in accordance with the following provisions, before making TDY assignments.
  - 1. At the beginning of each calendar year, Management will establish a roster of volunteer graders from each duty location that are subject to TDY assignments. Graders in those duty stations must declare at the beginning of each calendar year, via an annual form provided by management, whether or not they wish to volunteer for TDY assignments during the year. Once graders are on the volunteer roster, they may not change their volunteer TDY status until the following calendar year.

2. When a grader is needed for a TDY assignment, management will assign the senior, qualified grader from the volunteer roster at each duty location, on an equitable, rotating basis.
    - a. When all qualified, volunteer graders in the same duty station have equitably rotated TDY assignments, the process shall begin anew starting with the most senior, qualified employee.
  3. Management may select the next qualified, volunteer grader if the first qualified volunteer grader is needed at their home duty station for the employee's rating supervisor to perform periodic performance reviews or other justifiable needs.
  4. If there are no qualified volunteers for TDY assignments from a duty location, the employer will assign the qualified employee with the least seniority.
    - a. The least senior employee in a duty station will not have to perform back to back TDY assignments unless they volunteer for extra weeks of continuous travel. This will not preclude employees from requesting a TDY skip in accordance with 4.7 f below.
  5. Seniority will be in accordance with Article 4.6 (c) (1).
- f) If approved by Management, employees may skip one turn per calendar year, for any reason, from his/her scheduled turn on a TDY assignment by requesting the skip in writing to the Customer Service Director at least seven (7) but not more than fifteen (15) working days prior to the beginning Sunday of the requested skip period. The skip is limited to two (2) consecutive workweeks. The replacement grader for an employee approved for a skip will be the next grader in turn. The grader approved for a skip will be considered to have used his/her skip only if a TDY assignment was performed by a replacement grader.
1. Those employees who have performed six (6) or more TDY assignments, as defined in this agreement, during the previous calendar year shall be entitled to 1 additional skip from TDY assignments for any reason subject to the conditions and procedures outlined above.
  2. In the event of multiple requests for skips during the same period, the qualified employee with the most seniority will have preference for the skip.
  3. If all employees at the same duty station request a skip for the same period, management will assign the qualified employee with the least seniority.

- g) Subject to the approval of the Supervisory Meat Grader and involved employees, a grader may volunteer to perform the TDY relief assignment for another grader. The grader originally scheduled shall be considered to have taken his/her turn in the rotation schedule. The volunteering grader is still subject to their normal turn in the rotation schedule.

4.8 **Annual Leave:** The employer will grant leave in accordance with the wishes of the employee, if the workload permits. The ultimate decision on granting leave rests with the employer based on service needs of the customer.

- a) In November of each year, the Customer Service Director will initiate requests for annual leave for the next leave year. The Customer Service Director will maintain records which indicate each employee's original request for leave and the leave that was subsequently granted.
  - 1. Employees will be given their leave schedules for the coming year at the beginning of the leave year. In addition, at the beginning of the leave year, all graders will receive a schedule of the leave dates of all the bargaining unit members.
- b) If an employee cannot take leave at previously scheduled times, the Employer will make every effort to reschedule the leave during the remainder of the leave year.
  - 1. If an employee forfeits leave and the reasons for such forfeiture meet Agency criteria for restoration of leave, the Employer shall recommend, in writing, to the Deputy Administrator that the employee's leave be restored.
- c) Employees may request from 1 week up to the maximum number of weeks that the employee accrues during the calendar year plus any additional leave balance.
  - 1. Scheduling for additional weeks of leave above those allowed by the employee's annual leave accrual rate, per Division instructions, will be made after all other leave has been scheduled.
  - 2. Leave must be requested and scheduled to preclude the employee from losing leave at the end of the leave year.
  - 3. Supervisors may grant requests for extended annual leave based on the individual employee's circumstance and the service needs of the Division.
- d) If service requests permit, upon written request, Union representatives may be granted annual leave to attend the biannual Meat Graders' Council meeting. Such

leave must be requested at least 15 days in advance and shall be canceled only after all possible cost-effective alternative means of providing service have been explored. The Customer Service Director will explain to the involved Union officials the reasons for canceling the annual leave.

- e) The parties agree that when more than one grader in a duty station applies for leave on the same dates, the request shall be granted to the senior employee first as determined on the local seniority list established in 4.6.c.1 , provided the service needs of the industry and employee qualifications can be met.
    - 1) When two or more employees apply for the same leave period and they have the same seniority date the tie breaker will be the employee Service Seniority Date, if there is still a tie the employee with the highest Social Security Number will be granted the leave.
  - f) Restoration of annual leave will be considered in accordance with the HRD Guide.
- 4.9 **Official Time:** A collective total of 160 hours of official time may be granted to Union officials affiliated with the National Meat Graders' Council during each calendar year for the purpose of attending training sessions sponsored by the Union in accordance with the following:
- a) Written requests for official time and approval from the approving Union official must be submitted at least 30 calendar days prior to the training to the employer, all request will be considered dependent upon the service needs of the Division on a case by case basis.
  - b) Union officials who will be sent for training is at the discretion of the Union.
- 4.10 **Leave Because of Unusual Circumstances:** If the Employer determines that, due to hazardous weather, unusual plant conditions or for other reasons a Supervisor may grant the appropriate type of leave not to exceed 8 hours.

## ARTICLE 5

### WORKING CONDITIONS

- 5.1 **General:** The Union and the Employer will make every effort to assure safe and healthful working conditions in accordance with GVD instructions. Employees have the primary responsibility to know and observe safety rules and practices as a measure of protection for themselves and others. Any employee, who believes that an unsafe or unhealthful working condition exists, shall promptly report it to a supervisor. If the condition is serious and likely to cause physical harm or death and the operation cannot be conducted in a location or manner that would eliminate the hazard or the hazard is not promptly corrected, the employee will cease work and immediately contact a supervisor.
- 5.2 **Equipment:** The Employer agrees to make available all equipment, supplies, and instruments necessary for the employees to perform their duties. Request by employees who need alternative equipment will be considered on a case by case basis.
- 5.3 **Uniforms and Footwear:** The Union and Employer agree to conduct the Uniform and Footwear program in accordance with Agency Directives.
- 5.4 **Rental Vehicles:** When a vehicle is rented on behalf of the Government from a commercial vendor, the Employer will reimburse the employee for only those costs relating to official use of that vehicle in accordance with Government regulations. If the employee elects to use the rental vehicle for personal use, they must do so in accordance with official government travel regulations.
- 5.5 **Parking Spaces:** Supervisors will request applicants to reserve parking spaces near the plant for graders on official business, to facilitate carrying equipment, and to prevent adverse effects of inclement weather on the employee.
- 5.6 **Office Space:** The parties agree that sufficient office space will be provided for employees at the assigned duty facility. On a case-by-case basis, management will arrange for an alternative to 'in-plant' office space in those customer facilities where office space cannot be provided. Request for privacy screens and partitions will be approved as needed on a case by case basis.
- 5.7 **Locker Space:** The parties agree that suitable locker space for Grading and Verification Division equipment and the employee's personal belongings will be provided by the applicant.
- 5.8 **Dues Deductions:** Members of the bargaining unit are authorized to affect voluntary allotments for the payment dues to locals affiliated with the Council.
- 5.9 **Travel Pay:** The Employer agrees to provide a means for employees performing TDY relief assignments to submit, with appropriate frequency, travel vouchers for TDY

expenses. Travel vouchers will be submitted in accordance with Government-wide rules or regulations.

- 5.10 **Travel Authorization:** Except in emergency situations, the Employer will provide all necessary Temporary Duty (TDY) assignment and travel information to employees scheduled for travel by the close of business (COB), Wednesday of the week prior to travel.
- 5.11 **Communications:** The parties agree that the GVD “Chainline” newsletter will be distributed to all employees to enhance communications.
- 5.12 **Past Practice:** All past practices end with the execution of this agreement. The parties agree that a past practice is any legal behavior or practice consistently exercised over an extended period of time with the knowledge and express or implied consent of responsible management within the Grading and Verification Division. Once established as a past practice, a behavior or practice cannot be changed without first notifying the appropriate Union official.
- 5.13 **Information Technology:** The parties agree that as electronic information technologies are brought on-line and appropriate notification is provided by the Grading and Verification Division, information that includes, but is not limited to, available positions, Collective Bargaining Agreement, position description, work schedules, instructions and specifications may be officially posted on the Division’s Intranet site and/or transmitted to employees electronically. The information posted on the Intranet site and/or transmitted electronically will serve as official notification to employees and, as appropriate, employees will be responsible for knowing and applying the information.
- 5.14 **Use of POV:** Employees will not be required to use privately owned vehicles (POV’s) for official business, nor shall they suffer any loss of pay, reprisal or adverse action on account of refusal to use a POV for official business.
- 5.15 **Laundry on TDY:** The expenses incurred for laundry, cleaning and pressing of clothing at a TDY location are reimbursable as a miscellaneous travel expense. However, you must incur a minimum of 4 consecutive nights lodging on official travel to qualify for this reimbursement. If the employee takes their laundry to the dry cleaners; receipts will be required; otherwise the statement coin operate facilities used will be appropriate for the claim.

## ARTICLE 6

### DUTIES AND PERFORMANCE

- 6.1 **Work Performance:** The parties agree that the work performance of the meat graders will be evaluated in accordance with GVD Instructions. When the Employer determines that work performance is less than satisfactory, the supervisor will discuss his/her observations with the employee and provide a copy of the “Employee Progress Review Report” (Form LS-18). In the event that the discussion cannot occur in person, and the review would result in an unsatisfactory rating, the supervisor will attempt to discuss the observed performance with the employee by telephone and transmit (via e-mail) an LS-18 as soon as possible. Prior to initiating a personnel action based on unsatisfactory performance, the Employer will initiate a Performance Improvement Plan (PIP) in accordance with government regulations. The employee will be provided a reasonable period of time to improve his/her performance to a satisfactory level.
- 6.2 **Position Description:** The Employer agrees to provide each bargaining unit employee with a current copy of his/her position description. The current position description is available on the Division intranet site. Full-time meat graders will not be responsible for the level of performance of intermittent or part-time employees.
- 6.3 **Classification Appeal:** An employee who believes his position description is improperly classified may request a classification review by the appropriate servicing office. If the classification review results in the position remaining at the same grade and the employee is dissatisfied with the decision, the employee may appeal the classification to the appropriate USDA servicing office or the Office of Personnel Management (OPM). If the employee appeals to the Department and is dissatisfied with the decision, the employee may appeal to the OPM.
- 6.4 **Within Grade Increases:** The employee will be granted a within grade increase in accordance with Agency and Department Instructions if the performance rating of record is “fully successful” or higher. If a within grade increase is denied, the employee will be notified in writing of the right to request reconsideration from the appropriate servicing office. The employee has the right to representation and may respond orally and/or in writing to the denial. If the denial is sustained upon reconsideration, the employee will be notified in writing of the right to appeal to the Merit Systems Protection Board.
- 6.5 **Progressive Promotions:** Career ladder promotions from GS-5 to GS-7 and GS-7 to GS-9 will be effected when the employee has completed one year of service at the lower grade and is performing at the “fully successful” level.
- 6.6 **Temporary Promotions:** The Employer agrees to effect a temporary promotion if a GS-9 meat grader is to be used in a higher level position for a period of not less than 30, or not more than 120 days. The selection for this temporary promotion will be made by a Management official on an informal merit basis.

## **ARTICLE 7**

### **GRIEVANCES**

- 7.1 **Purpose:** This Article provides a mutually acceptable method for prompt and equitable settlement of grievances. The parties agree that every effort will be made to settle grievances at the lowest possible level. A grievance may be filed by an employee, a group of employees, the Union, or the Employer. This shall be the sole and exclusive procedure available to employees within the bargaining unit and to the parties to this Agreement for the resolution of a grievance(s) except as otherwise provided herein. An employee has the right to Union representation at any stage of the grievance Procedure.
- 7.2 **Coverage:** A grievance means any complaint relating to:
- a) Any matter involving the interpretation, application, or violation of this Agreement;
  - b) Matters involving the personnel policies, practices, procedures, and conditions of employment;
  - c) Any claimed violation, misinterpretation or misapplication of any Government-wide, Agency, or Departmental rule or regulation affecting conditions of employment;
  - d) Personnel actions affecting individuals, including, but not limited to disciplinary, adverse, or performance-based actions.
- 7.3 **Dual Coverage:**
- a) Claims of discrimination may be reviewed under this grievance procedure or under USDA EEO complaint procedures, but not both.
  - b) Actions for which there is a statutory right of appeal to the Merit Systems Protection Board (i.e., adverse action furloughs, removals, reductions in grade or pay, or suspensions for more than 14 days; or performance-based removals or demotions) may be reviewed under this grievance procedure or the Merit System Protection Board, but not both.
  - c) An employee shall be deemed to have exercised his/her option under the provisions of this Section at such time as the employee timely files a notice of appeal under the applicable appellate procedure, or timely files a grievance in writing under this procedure, whichever event occurs first.

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

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

7.5 **Procedures:**

Step 1: Informal--Oral

- a) The grievance shall first be taken up orally by the concerned employee(s) and/or the Union representative at the lowest level of supervision with authority to resolve the matter. This must be done within 20 working-days of the occurrence of the event on which the grievance is based.
- b) If mutually agreeable, and if the designated Union representative is not located in the same duty station as the aggrieved employee, the Supervisor may arrange a conference call among the involved parties to permit the Union representative to participate in presenting the grievance.
- c) As an alternative to Informal Oral Step 1, employee(s) involved in a grievance covered by Article 7.2 may use Alternative Dispute Resolution (ADR). To use ADR, the employee(s) must notify the involved management official that they are pursuing a resolution through ADR within 20 working- days of the event. The involved employee will contact the Agency ADR specialist to discuss the involved issues. During the ADR process the grievance timelines are suspended. If the matter is not resolved through ADR, the aggrieved employee(s) may, within

10 working-days (postmarked, fax, hand-delivery) present the grievance in writing (original and 1 copy) to the same management official with whom the matter was originally discussed in Step 1.

Step 2: Informal--Written

- a) If the matter is not resolved, the aggrieved employee(s) may, within 10 working-days (postmarked, fax, hand-delivery) present it in writing (original and 1 copy) to the same supervisor with which the matter was originally discussed in Step 1. The written grievance shall include appropriate space for at least the following:
  1. Detailed statement of fact;
  2. Contentions of grievant;
  3. Particular contractual provisions involved; and
  4. Remedy sought.
- b) The responding official shall give full consideration to all available facts and consult with all persons he/she believes may be able to help resolve the matter. A written decision shall be rendered within 20 working-days (postmarked, fax, hand-delivery) after receipt of the grievance. The decision shall include a full statement of the Employer's understanding of (1) all relevant facts, (2) the contractual provisions involved, and (3) the detailed reasons for denial of the grievance.

Step 3: Formal

- a) Grievances initially filed at the Informal stage and not adjusted to the satisfaction of the employee(s) may, within 10 working-days of the receipt of the written decision, be filed with the Office of the Deputy Administrator, Livestock and Seed Program.
- b) The employee(s) will submit the original grievance, in writing, with copies of all previous documents. Suspensions and adverse or performance-based actions may be grieved, in writing, directly to the Office of the Deputy Administrator, Livestock and Seed Program, within 20 working-days of the occurrence of the action on which the grievance based.
- c) The office of the Deputy Administrator, Livestock and Seed Program, will issue a written decision attempting to resolve the grievance within 20 working-days of its receipt. A copy of the written decision shall be provided to the President of the National Meat Graders' Council.

Step 4: Arbitration:

- a) If the decision does not resolve the grievance to the satisfaction of the grievant, or if the decision is not issued within the stated time, the Union may invoke arbitration under the following conditions and stipulations:
  1. The costs of the arbitrator and expenses shall be shared equally by the Employer and the Union. Related charges for services not required by the arbitrator shall be shared equally, except neither party shall be required to pay for such services if they do not wish to receive such services.
  2. The arbitrator's decision will be binding. However, either party may file an exception to the arbitrator award with the Federal Labor Relations Authority under its regulations.
  
- b) To invoke arbitration, the Union shall serve written notice of such intent with the Division Director within 15 working-days of the written decision of the Office of the Deputy Administrator, Livestock and Seed Program.
  1. If arbitration is invoked, the Division Director shall within 5 working-days from the request for arbitration, request the Federal Mediation and Conciliation Service (FMCS) to furnish the parties a list of 7 impartial persons qualified to act as arbitrators.
  2. The Employer and the Union representative shall meet or confer by telephone within 5 working-days after receipt of the list. To reach agreement upon one of the listed arbitrators, they will strike one name from the list and shall repeat the procedure. The remaining individual shall be the duly selected arbitrator.
  
- c) The following method will be used to determine the order in which the parties will strike names from the list of arbitrators:
  1. If the date of the transmittal from FMCS is an odd number (e.g., May 17), then the Union will strike first, third and fifth and the Employer will strike second, fourth and sixth.
  2. If the date of the transmittal from FMCS is even (e.g., May 18), then the Employer will strike first, third and fifth the Union will strike second, fourth and sixth.
  3. If for any reason either party refuses to participate in the selection of an arbitrator, the remaining party may choose an arbitrator from the above-mentioned list.
  
- d) The arbitrator will be requested to render a decision as quickly as possible but, in any event, not later than 30 days after the conclusion of the hearing unless the parties

mutually agree to extend the time limits.

- e) Questions of grievability/arbitrability will be submitted to the arbitrator for decisions prior to addressing the merits of the original grievance. Any grievance filed where a question of grievability/arbitrability exists shall be amended to include that question.

7.6 **Grievance Filed by the Employer:** Grievances shall be submitted in writing or electronically to the President of the National Meat Graders' Council, or his/her designee, any by the Director of the Grading and Verification Division or his/her designee within 20 working-days of the occurrence of the event on which the grievance is based.

- a) The grievance must state specifically and in detail the nature of the case, previous efforts made to resolve the grievance, the results thereof, and the corrective action desired.
- b) The President of the Council shall have official time to prepare, present and render a written decision on the grievance to the Director of the Grading and Certification Branch by Certified Mail, or hand-delivery within 20 working-days of its receipt.
- c) If the grievance is not resolved to the satisfaction of the Director of the Grading and Verification Division, he/she may, within 15 working-days of receipt of the decision of the President, invoke arbitration in accordance with the provisions of this Article.
- d) Failure of the Employer to invoke arbitration within 15 working-days of receipt of the decision of the Council President will render the grievance null and void.

7.7 **Other Provisions:** All time limits stated in the grievance procedure may be extended by mutual consent. The failure of the employee or the Union in Step 1 of the grievance procedure, or thereafter to meet the prescribed time limits of other Steps, including arbitration, will be considered as a withdrawal of the grievance.

- a) Failure by the Employer to schedule a meeting or render a decision in any of the Steps of this procedure within the time herein provided (including mutually agreed to extension periods) shall be deemed to move the grievance to the next Step of the grievance arbitration procedure.

## ARTICLE 8

### **DISCIPLINARY, ADVERSE, AND PERFORMANCE-BASED ACTIONS**

#### 8.1 **Disciplinary Actions:**

- a) A disciplinary action, for the purpose of this Article, is defined as an official letter or reprimand, or a suspension for 14 calendar days or less.
- b) Oral admonishments, oral admonishments confirmed in writing, letters of caution and LS-18's issued by supervisors, although grievable, are not disciplinary actions and will be kept in the employee's record for a maximum of 2 years, except LS-18's which will be retained for 3 years.
- c) The Union will be given the opportunity to be represented at any examination of an employee in the bargaining unit by a representative of the Employer in connection with an investigation if:
  1. The employee reasonably believes that the examination may result in disciplinary action against the employee: and
  2. The employee requests representation.
- d) An employee against whom a suspension of 14 days or less is proposed will be given at least 10 working-days advance written notice stating the specific reasons for the proposed actions. During this notice period, the employee may answer orally, in writing, or both
  1. The notice must state reasons for the proposed discipline, specifically and in detail, in order to allow the employee to respond, and must clearly state the employee's right to make a response to the proposal and his/her right to be represented. The employee will be provided all material which is relied upon to support the reasons for the proposed action.
  2. Following receipt of the written and/or oral response, or the termination of the notification period, management will issue a final written decision to the employee which shall include a statement of the employee's right to file a grievance. If the decision cannot be issued within 30 calendar-days, the employee will be given written notice as to when the decision will be issued.

## 8.2 **Adverse Actions:**

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

8.3 **Performance-Based Action Procedures:** This Section describes the procedures that will be followed in the event that a grader (not serving a probationary period) is not meeting performance standards at the fully successful level in a critical element as described in Article 6.1 of this agreement.

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

## ARTICLE 9

### REASSIGNMENTS

- 9.1 **Reassignments:** For the purpose of this contract, reassignments require geographical relocation by the employee. Management reserves the right to assign people to locations in order to best accomplish the mission of the Service. In selecting employees for reassignments, consideration will include, among other things, employee preference for location, health situation, specific qualifications needed, cost, training and development, past and present performance, and career status.
- 9.2 **Filling Vacant Positions:** Except for involuntary reassignments the parties agree that the Employer will announce vacant, full-time meat graders positions in the Grading and Verification Division to members of the Bargaining Unit by e-mail. The announcement will remain open for 20 calendar-days. All meat graders interested in the vacant position should apply prior by the closing date of the announcement by submitting an e-mail or fax message to the management officials identified in the vacancy announcement.
- a) The criteria used to evaluate meat graders who have expressed interest in the vacant position will be as follows:
    1. Employee's training, performance, experience and general suitability for a particular assignment;
    2. Grade level (GS-5, 7, or 9) required by the assignment;
    3. Reasons for requesting to relocate; and
    4. Seniority by leave service computation date (SCD).
  - b) In most cases, priority in filling vacant positions will be given to meat graders who are surplus. Additionally, relocation expenses will not be authorized for more than one move per vacancy.
  - c) Except in unusual circumstances (in which case the employer will attempt to notify the National Meat Graders' Council), vacancies will be filled in accordance with the following order:
    1. Qualified employees willing to relocate at their own expense;
    2. Qualified employees relocated at government expense or new-hires from outside sources; or,
    3. Qualified employees involuntarily reassigned in accordance with the

provisions of this Article.

9.3 **Involuntary Reassignments:** Involuntary reassignments will only be made for work reduction situations, over staffing, or for the good of the Service, except that graders below the GS-9 level are subject to reassignment for the purpose of training and development.

- a) Except for reassignments made for the good of the Service, involuntary reassignments shall not be made when there are graders within the local commuting area from which the reassignments is to be made who are willing to relocate and who are considered, in the judgment of management, qualified for the assignment.
- b) All graders who are to be involuntarily reassigned will receive written notice setting forth the reason for the proposed reassignment. Except for relocations made for the good of the Service, when vacancies occur in locations which utilize GS-5 and GS-7 meat graders, first consideration will be given to reassigning GS-5 and GS-7 meat graders from areas with a grader surplus into these locations before GS-9 meat graders are involuntarily reassigned.
- c) Involuntary reassignments will not be made as part of a disciplinary action.

9.4 **Reestablishment of Positions:** Management agrees that where an employee has been transferred due to abolishment of his/her position, if the position is reestablished within 2 years, he/she will be notified and will be given the opportunity to be returned to that position, unless there are reasons such as failure to maintain effective relations, requirements for more than usual amounts of supervision, etc.

- a) In such cases, management will provide the employee with its written justification.
- b) If there are 2 or more employees involved, the employee with the earliest retirement service computation date will have preference.

9.5 **Position Openings:** The Employer will send an internal announcement by email to all bargaining unit employees of vacant GS-5, 7, and 9 Meat Grader positions in accordance with section 9.2 of this Article.

- a) If announced externally, vacant GS-5, 7, and 9 Meat Grader positions will be posted on the federal government's USAJOBS website or a successor website.

## ARTICLE 10

### REDUCTION-IN-FORCE

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

a) The Parties will also follow procedures in the following Department-wide and Agency regulations when not in conflict with this Agreement:

1. USDA Policies, including USDA Personnel Bulletin No. 351-1 (or successor issuances); and
2. MRP Directive 4351.1 (or successor issuances).
3. The Parties agree that there are no pre-existing agreements at any level of recognition regarding RIF that will carry forward into the enforcement of this Agreement.
4. This Agreement supersedes all other agreements at all levels. This provision is not a bar to further negotiations specified by this Agreement.

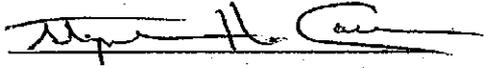
10.2 **Notice to Union:** When it is anticipated that a RIF affecting bargaining unit employees will be necessary, the Union will be given preliminary notification as follows:

- a) The Employer will notify and provide the National President a copy of the request to conduct a RIF 60 days prior to the effective date of a RIF action. The “60 day notification” to the Union will include the locations and positions to be impacted.
- b) When a RIF is planned and notice is to be given the Union, the Employer will advise and consult with the Union on the potential RIF and the Union will be able to offer suggestions and alternatives for consideration to the Employer prior to issuing the official notification to the impacted employees.
- c) After specific RIF notices are issued and upon request, the Employer will provide the Union a copy of the retention registers used for the RIF.

10.3 **Negotiations:** The Union may request negotiations for procedures on implementing the RIF and for appropriate arrangements for employees adversely affected by the anticipated RIF. Such request must be made within 10 working-days after receipt of the notification. The parties shall meet for this purpose in a timely manner.

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

For the Employer



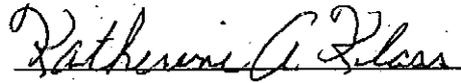
Stephen H. Cave

Deputy Director

Grading and Verification Division

Lakewood, Colorado

For the Union



Katherine A. Klass

President

National Meat Graders' Council

Green Bay, Wisconsin



December 5, 2011

United States  
Department of  
Agriculture

Office of the  
Assistant Secretary  
for Administration

Office of  
Human Resources  
Management

1400 Independence  
Avenue SW  
Washington, DC  
20250-9600

**TO:** David R. Shipman, Acting Administrator  
Agriculture Marketing Service (AMS)

**CC:** Larry R. Meadows, Director  
Grading and Verification Division  
Livestock and Seed Program, AMS

Karen Messmore, Director  
Office of Human Resources Management  
Departmental Management

Stephen H. Cave, Deputy Director  
Grading and Verification Division, AMS

Robi A. Maple, Acting Branch Chief  
APHIS/AMS Labor Relations

Katherine A. Klass, President  
National Meat Graders' Council,  
American Federation of Government Employees (AFGE), AFL-CIO

**FROM:** Ronald S. James, Labor Relations Officer  
Office of Human Resources Management  
Departmental Management

**SUBJECT:** Approval of Collective Bargaining Agreement between Grading and Verification Division, Livestock and Seed Program, Agriculture, Agriculture Marketing Service, USDA and National Meat Graders' Council, American Federation of Government Employees, AFL-CIO

Mr. Shipman:

On behalf of the Secretary of Agriculture and in accordance with 5 U.S.C. § 7114(c), the subject Collective Bargaining Agreement (CBA) executed November 16, 2011, has undergone Agency Head Review. After review of the negotiated provisions, the Department finds them to be consistent with applicable laws, rules and regulations. Therefore, the CBA submitted by the parties is approved and shall have the effective date of this memorandum. Please extend my congratulations to the Parties for amicably finalizing their CBA.

If you have any questions regarding this matter, please don't hesitate to contact me.

