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## ARTICLE 1-Purpose

### Section 1.

The well-being of the employees and efficient and economical operation of the USDA, APHIS, VS, Tick Eradication Program require that orderly and constructive relationships be maintained between the Employer and the Union. The participation of employees in the formulation and implementation of Employer policies and procedures affecting them, contributes to the effective conduct of public business. The Parties to this Agreement recognize that they must assume great responsibilities and must exercise proper restraint and good judgment to establish a stable and meaningful relationship, based upon this Agreement. It is the purpose of this Agreement, therefore:

- a. To identify the parties to the Agreement and define their respective roles and responsibilities under the Agreement.
- b. To State the policies, procedures, and methods that will hereinafter govern the working relationships between the Employer and the Union.
- c. To indicate the nature of the subject matter of proper mutual concern, it is intended this Agreement will meet the following objectives:
  1. Insuring employee participation in the formulation of local personnel policies and procedures.
  2. Increasing efficiency and responsibility in accomplishing mission of program through employee participation.
  3. Promotion of cooperation between employees and management.
  4. Employee-Union participation in the adjustment of disputes and grievances.

## ARTICLE 2-Authority and Recognition

### Section 1.

It is the intent and purpose of the Parties hereto, to promote and improve the conduct of public business and well being of the employees. In accordance with provisions of Public Law 95-454, the Civil Service Reform Act of 1978, this Agreement is entered into between the Tick Eradication Program, Veterinary Services (VS), Animal and Plant Health Inspection Service (APHIS), U.S. Department of Agriculture (USDA), hereinafter referred to as the "Employer" and the American Federation of Government Employees (AFGE), Local 3106, hereinafter referred to as the "Union".

### Section 2.

The relationship between the Parties and the Agreement is established in accordance with the letter of exclusive recognition dated December 31, 1969, from the Veterinarian-in-Charge,

Animal Health Division, ARS, USDA, Austin, Texas, to the President, Local 3106, AFGE. Exclusive recognition was continued under APHIS, VS, by a letter dated May 23, 1973, from the Texas Area Veterinarian in Charge, Austin, Texas, to the President of Local 3106, AFGE.

### Section 3.

This Agreement is applicable to the following representation unit as originally defined by the Labor Management Services Administration and subsequently amended in accordance with the report of findings in petition for Clarification of Unit, Case No. 63-8270 (CU):

Included: All nonsupervisory Animal Health Technicians and clerical employees of USDA, VS, Tick Eradication Program, under the direction of the Executive Director, Tick Eradication Program, Laredo, Texas.

Excluded: Management officials, professionals, confidential employees, employees engaged in Federal personnel work in other than a purely clerical capacity, and supervisors as defined in Executive Order 11491, as amended. (EO 11491 replaced by provisions of Title VII, Civil Service Reform Act of 1978.)

## ARTICLE 3- Mutual Rights and Obligations

### Section 1.

The Employer and the Union agree that good employee/employer communication is vital to the efficient and effective operation of the Program, and that all reasonable requests for discussions or explanations will be addressed in an expeditious manner.

### Section 2.

If there is a conflict between the Federal personnel regulations, USDA regulations or APHIS regulations, or existing or future laws, either the Union President or the Employer will seek clarification from the Personnel Officer or authorized representative.

### Section 3.

Employer and Union agree not to apply a new policy to any substantive matter under the scope of this Agreement without providing prior notification and consultation/ negotiation as appropriate.

### Section 4.

Firstline supervisors will confer with shop stewards, as required, to assure uniform interpretation, understanding, and implementation of the basic Agreement.

### Section 5.

The Agreement will be considered as a “living document,” and the fact that certain subjects are not listed, as appropriate, for consultation does not restrict either party from meeting with the other to discuss and to consult on matters appropriate for such consultation under this Agreement. Neither party restricts the other from consulting about issues that are not specifically included or excluded.

## ARTICLE 4- Rights and Obligations of the Employer

### Section 1.

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 Federal Personnel Manuals; by published Agency policies and regulations required by law or by the regulation of appropriate authorities, or authorized by the terms of a controlling agreement at a higher Agency level.

### Section 2.

Management officials of the Agency retain the right: (1) to determine the mission, budget, organization, number of employees, and the internal security practices of the agency; and (2) in accordance with applicable laws – (a) to hire, assign, direct, lay off, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary actions against such employees; (b) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted; (c) with respect to filling positions, to make selections from appointments from – (i) among properly ranked and certified candidates from promotion; or (ii) any other appropriate source, and (d) to take whatever actions may be necessary to carry out the Agency mission during emergencies. Nothing in this Agreement shall preclude the parties from negotiating –(a) at the election of the Agency on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work; (b) procedures which management officials of the Agency will observe in exercising any authority under this section; or (c) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

### Section 3.

All management rights and authorities which have not been specifically modified by this Agreement are recognized by the Union as being retained by the Employer.

### Section 4.

The provisions of this article shall not remove the right of employees or the Union to grieve or appeal the exercise of the Management right, set forth in this article, through appropriate channels.

#### Section 5.

The Employer and Union jointly recognize, in the interest of national security, the requirement for uninterrupted, orderly, economical, and efficient accomplishment of program missions, to this extent, the Employer and Union agree that accomplishment of these missions will be the major consideration in all agreements developed by Employer and the Union in their day-to-day association.

#### Section 6.

The Employer is obligated to consult with the Union representatives concerning personnel policies and practices and matters affecting working conditions, as appropriate, subject to law and policy requirements. This includes the obligation to confer with the Union upon its request in the foregoing matters.

#### Section 7.

The Employer is obligated to negotiate in good faith with Union representatives with the objective of reaching agreement by a diligent and serious exchange of information and by avoiding unnecessarily protracted negotiations.

#### Section 8.

The Employer agrees to consult or negotiate, where appropriate, including impact and implementation, with the Union, any changes planned what will affect employees in the unit.

#### Section 9.

Employer will assure that all levels of staff and line management receive a full orientation on the provisions of the Agreement, and that all members of the work force be informed of their rights and obligations under this Agreement.

#### Section 10.

Non-Tick Program-related duties will be assigned fairly and equitably.

#### Section 11.

The Employer will attempt to notify the Secretary-Treasurer of the Union in the event of a death of an employee for the purposes of processing health benefits, where applicable.

## ARTICLE 5- Rights of Employees

### Section 1.

Each employee shall have the right to form, join or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided in this Agreement, such rights include the right – (a) to act for a labor organization in the capacity of a representative and the right, in that capacity, to represent the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities, and (b) to engage in collective bargaining with respect to conditions of employment by representatives chosen by bargaining unit employees.

### Section 2.

The terms of this Agreement do not preclude any employee of the unit from bringing matters of personal concerns to the attention of appropriate officials under applicable laws, rules and regulations.

### Section 3.

Nothing in this Agreement shall require an employee to become or to remain a member of the Union, or to pay money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues to payroll deductions or in cash, when proper.

### Section 4.

The rights described in this Agreement do not extend to participation in the management of an employee organization or action that would result in a conflict of interest, appearance of conflict of interest, or otherwise be incompatible with law or the official duty of the employee.

### Section 5.

The Employer shall not discipline or other wise discriminate against the employee because he/she has filed or given testimony under Title VII.

### Section 6.

Employees shall have the right to engage in activities and undertakings of their own choosing that are not in violation of APHIS, Department of Agriculture, or other appropriate authority's Directives, Regulations or Policies.

### Section 7.

Any activities performed by any employee relating to the internal business of a labor organization (including the solicitation or membership, elections of labor organization officials, and collection of dues) shall be performed during the time the employee is in a non-duty status.

## ARTICLE 6- Rights and Obligations of the Union and its Representatives

### Section 1.

The Union has the exclusive right to represent all employees in the representation unit in consultation and negotiations with the Employer with respect to the formulation and implementation of new personnel policies and practices and matters affecting working conditions within the authority of the Employer and, as appropriate, under applicable law and regulations and agreements.

### Section 2.

The Union recognizes its obligation under exclusive recognition and accepts responsibility for and agrees to represent, in good faith, the interests of all employees in the representation unit without regard to Union membership.

### Section 3.

The Union agrees to provide the Employer with a current and complete list of all elected officers, committeemen, all other representatives, and all authorized Union Stewards. Such list shall include the employee's name, position, and telephone number, with the understanding that such information shall be used only for official purposes.

### Section 4.

The Union shall be given the opportunity to be represented at discussions between management and employees or employee representatives concerning grievances, personnel policy and practices, or other matters affecting general working conditions of employees in the unit.

### Section 5.

The Union stewards shall be members of the bargaining unit, designated by the Union and shall be recognized in the area in which they are designated to be stewards. The Employer agrees that Union Stewards are authorized a reasonable amount of official time during duty hours to consult with management, and for duties other than internal Union business. The amount of official time will be determined by the Employer. The Employer agrees that there shall be no restraint, interference, coercion, or discrimination against the steward because of the performance of such duties. The Union will supply the Employer with their names, which shall be posted on appropriate bulletin boards. It shall be the duty of the Union to notify the Employer as soon as possible of any changes in the roster of stewards.

## Section 6.

There shall be a steward designated by the Union for each work area. In the event there is a necessity for an additional steward(s), the Parties shall negotiate the number to give adequate coverage.

## Section 7.

Any Union steward or elected official who is to be permanently transferred/reassigned, will be given time to resolve any ongoing cases during or after the action becomes effective.

## Section 8.

Union officials shall not use their Union positions for matters outside the scope of this Agreement. They shall conduct their business with dispatch, shall not leave their post of duty on Union business without prior approval of their immediate supervisor, and, on returning to their work stations, shall personally notify their immediate supervisor of their return. Stewards must fully understand that designation as a steward does not, in any way, relieve him/her from responsibilities as an employee, and must continue to observe all work rules and rules of conduct established by law, regulation, and agency or program policy. Any alleged abuse of official time will be brought to the attention of the Employer who will consult with the Union President. Stewards will not solicit grievances on official time.

## Section 9.

Union officials and members will not harass employees who do not wish to participate in the Union.

## Section 10.

Prior to any Union official bringing any matter of concern to individuals outside the Tick Eradication Program, it will first be discussed with the Employer. If this discussion does not resolve the matter, the Union official will be informed of the appropriate authority to resolve the issue.

## Section 11.

Whenever the Union changes officials, the Employer will be notified as soon as possible of the names of the officers and the addresses and telephone numbers of those officials.

## Section 12.

Consultation between elected Union officers and the Employer will be conducted during regular working hours whenever practicable, without charge to leave. Union representatives who are not employees may participate, by advance notice, in meetings with management officials, and with employee organization officials.

### Section 13.

Stewards normally may only represent employees in their respective work areas.

### Section 14.

Union officers and stewards are considered officials of the Union. Union officers will not normally function as stewards in any work area.

### Section 15.

Official time granted to Union officials will not be used for discussion of any matter connected with the internal management of internal operation of the Union.

## ARTICLE 7- Scope and Level of Consultation and Negotiation

### Section 1.

Employer shall negotiate or consult with the Union on the provisions of this Agreement and on matters relating to personnel policies and practices and working conditions within his/her administrative discretion. Matters appropriate for negotiation or consultation shall include policies affecting working conditions including, but not limited to, such matters as safety, training, labor management cooperation, employee services, method of adjusting grievances, granting of leave promotion plans, demotion practices, ay regulations, reduction in force practices, hours of work, and travel status.

### Section 2.

Conditions of employment specifically covered by Federal Statutes, Executive Orders, the Federal Personnel Manual issued by the Office of Personnel Management, and Agency regulations or implementations thereof are not subject to negotiation. However, nothing in this Agreement shall prevent or deny the Union the rights assured by the Civil Service Reform Act. It is further agreed that the above restriction will not prevent consultation between the Employer and the Union on such matters, nor prevent the presentation of recommendations fro change to the appropriate authority.

### Section 3.

For the purpose of this Agreement, the following definition of “negotiation” and “consultation” will apply: (a) negotiation: bargaining on appropriate issues relating to personnel policy, practices, and conditions of employment (CSRA) with a view of arriving at a mutually agreeable position; (b) consultation: verbal discussion or a written communication with representatives of labor organizations for the purpose of obtaining their views on maters of appropriate concerns to employees in the representation unit.

#### Section 4.

Matters appropriate for consultation or negotiations shall include personnel policy and practices or other matters affecting conditions of employment applicable to the unit as defined to Article 2. However, such negotiations and consultations shall be limited to those matters within the authority of the Employer.

#### Section 5.

The Parties acknowledge that, during the negotiations which resulted in this Agreement, each of the parties had the unlimited right and opportunity to make proposals with respect to any subject of matter not removed from the area of collective bargaining by law or regulation.

#### Section 6.

The number of members on either negotiations committee shall not exceed four members, unless the Parties mutually agree to other arrangements. Employees will be granted official time for negotiations, including attendance at impasse proceedings during the time the employees otherwise will be in a duty status. The parties agree to comply with all subsequent applicable rulings.

#### Section 7.

Employer agrees to consult (or negotiate when appropriate) with the Union before instituting any new personnel policy, practice, or change in conditions of employment within his/her authority that is not in conflict with this Agreement.

### ARTICLE 8- Negotiation Impasses and Disputes

#### Section 1.

Should an impasse be reached in negotiation after serious and reasonable consideration, the Employer or the Union may request the Federal Mediation and Conciliation Service (FMCS) to provide a mediator in an effort to resolve the issue at impasse.

#### Section 2.

The Parties agree to attempt informal resolution of the issues in the interim period between the request for and the arrival of FMCS.

#### Section 3.

When the services of FMCS do not resolve the impasse, either party may submit the issue in dispute to the Federal Service Impasses Panel in accordance with applicable rules and regulations.

#### Section 4.

Matters appropriate for consultation or negotiations shall include personnel policy and practices or other matters affecting conditions of employment applicable to the unit as defined in Article 2. However, such negotiations and consultations shall be limited to those matters within the authority of the Employer.

#### Section 5.

The Parties acknowledge that, during the negotiations which resulted in this Agreement, each of the parties had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed from the area of collective bargaining by law or regulation.

#### Section 6.

The number of members on either negotiation committees shall not exceed four members, unless the parties mutually agree to other arrangements. Employees will be granted official time for negotiations, including attendance at impasses proceedings during the time the employee otherwise will be in a duty status. The Parties agree to comply with all subsequent applicable rulings.

#### Section 7.

Employer agrees to consult (or negotiate when appropriate) with the Union before instituting any new personnel policy, practice, or change in conditions of employment within his/her authority that is not in conflict with this Agreement.

#### Section 8.

If the Parties cannot agree on the negotiability of any subject or issue, the Federal Labor Relations Authority will be requested, in accordance with applicable rules and regulations, to make a negotiability determination on the subject.

### ARTICLE 9- Joint Cooperative Improvement Committee

#### Section 1.

There shall be established a Joint Cooperative Improvement Committee to consider such matters as safety, economy, efficiency, employee morale, EEO, and other matters, as agreed. The committee does not negotiate or consider specific grievances.

#### Section 2.

The Committee will be composed of eight members, four members designated by the Union and four designated by the Employer, and a chairman selected by mutual agreement of the committee members.

### Section 3.

The Committee shall meet at least quarterly, (the meeting may be held telephonically, or via other electronic means by mutual agreement, or if funding constraints or work requirements prevent face-to-face meetings. The Committee shall devise its own internal working procedures. Any recommendations of the committee shall be forwarded to the Employer and the Union for their joint considerations. Responses to recommendations will be provided to the committee by the next meeting. Meetings will be held during working hours without charge to leave.

### Section 4.

Said committee shall be redesigned annually.

## ARTICLE 10- Use of Official Facilities

### Section 1.

Government facilities will be made available, wherever practicable, for meetings of Local 3106 members, outside regular working hours on an irregular basis. Facilities will be scheduled and subject to normal housekeeping and security requirements.

### Section 2.

Union officials may, with prior supervisory approval, use Government local and long distance telephone service in the conduct of official labor management relations activities, and in accordance with the Agency's current "limited use of electronic equipment" policy." Such use will not conflict with performance of Program-related duties.

## ARTICLE 11- Personnel Files

### Section 1.

The Parties agree that no "Black Book" will be maintained on employees. Supervisors may maintain notes or files as an extension of their memory concerning an employee. Any note or file that is used against an employee in a disciplinary action will be shared with the employee. Any note or file, where the sole purpose for the note or file is disciplinary action, will be provided to the employee.

### Section 2.

No derogatory material of any nature which might reflect adversely upon the employee's character or service career will be placed in his/her personnel file without his/her knowledge.

### Section 3.

- a). Employees may request to review his/her Official Personnel Folder, performance file, position description, and classification standards.
- b). If such records are locally maintained, the supervisor will facilitate this review. If the records requested are not available to local supervisors, the employee may access the information via the Agency's Electronic Official Personnel File program. The Employer will assist the employee in obtaining access to the requested materials.
- c). A reasonable amount of official time will be granted employees for periodic "record reviews."

## ARTICLE 12- Horse Allowance

### Section 1.

Employees covered by this Agreement and required by the Employer, as a condition of employment, to furnish horse and necessary equipment to be used on the job will be entitled to an allowance in the amount of:

\$ 226.63 per biweekly pay period for Pay Periods 1-26 calendar year 2009.

Thereafter, on an annual basis and in conjunction with the annual General Schedule pay increase, the horse allowance will increase equal to the annual percentage rate increase given GS employees. This rate increase does not include the "locality pay" component of the GS annual increase. It only applies to the base GS rate increase.

### Section 2.

If an employee is on leave due to illness or injury beyond 90 consecutive days or is receiving injury compensation beyond 90 consecutive days or on limited duty of a period of more than 90 consecutive days, horse allowance will be suspended until such time as the employee and his horse are returned to full duty. If circumstances warrant, extension of horse allowance may be continued beyond the 90 days, based on Physician's prognosis that the employee is likely to return to "horse" duty in the near future.

### Section 3.

Union and Employer agree that safety of equipment is of primary concern to both Parties. The Employer and a Union representative will systematically inspect said equipment on an irregular and/or random basis. Should equipment be found unacceptable, it will be repaired or replaced

promptly. If not, said equipment will be removed from use until the problem has been rectified. In the event of a disagreement as to acceptability of equipment, the Director of Field Operations/designee and the Union President/designee will resolve the disagreement.

#### Section 4.

The necessary equipment, horse, and trailer will be available while an employee is in a duty status except in such instances when the horse is temporarily disabled due to injury or illness, or when equipment or trailer [sic] are being repaired. If a veterinarian determines that a horse is permanently unsound, the employee will have 30 calendar days to find a required horse, trailer and equipment for other than the above reasons, he/she may be subject to disciplinary action.

#### Section 5.

The above horse allowance will not be subject to any reopening, renegotiations or amendment for the life of this 3-year Agreement.

#### Section 6.

Any changes in an employee's use of horse and necessary equipment directed by the Employer will be subject to consultation and/or negotiation, including impact and implementation, upon request, prior to said change.

#### Section 7.

Horse allowance will remain in effect during VS details.

### ARTICLE-13 Contracting

#### Section 1.

The Employer agrees to provide a copy of any completed study of contracting out which will result in adverse impact on employees in the bargaining unit, upon request.

#### Section 2.

Unless prevented by mitigating circumstances, Employer will give the Union at least thirty (30) days notice of contracting actions which have a tendency to displace employees. Employer further agrees to minimize displacement by taking every possible, prudent action to retain employees.

#### Section 3.

The Employer agrees that prior to implementation of a decision to contract out, the Union will be given the opportunity to negotiate regarding the impact and implementation of such a decision which adversely impacts bargaining unit employees.

#### ARTICLE 14- Merit Placement and Promotion

##### Section 1.

The Employer and Union recognize the need for creating a stable work force and providing maximum opportunity for employee advancement and development. The Employer will post all merit placement and promotion plan vacancy announcements, pertinent to the Program, on bulletin boards in areas where they will be accessible to all employees during the normal work day.

#### ARTICLE 15- Reassignments and Lateral Transfers

##### Section 1.

Employees may request changes in their work areas. All such requests are subject to management's right to assign employees and work, and to determine the personnel by which Employer operations shall be conducted. Such requests will be considered by management, and a good faith effort will be made to balance the needs of the employee with the Employer's Program needs. Any voluntary changes will be processed in accordance with applicable laws, rules, and regulations.

##### Section 2.

The Employer will maintain a list of employees that desire to transfer laterally within the Program. Consideration will be given to the desires of employees expressing an interest in transferring laterally from employees and who have successfully completed a one year probationary period.

##### Section 3.

The Employer's decision is final concerning lateral transfers. Upon request, a verbal or written explanation will be provided.

#### ARTICLE 16- Performance Appraisals (Evaluations)

##### Section 1.

The application of performance appraisals (evaluations) and "conditions" as applied to bargaining unit employees will be fair, equitable, reasonable, and in accordance with applicable

laws, rules, and regulations. Supervisors, whose duty it is to write performance ratings on their employees, will observe and comply with the provisions of pertinent regulations.

#### Section 2.

The employee will receive copies of his/her performance standards for that employee's position upon implementation of said standards, or when the employee changes position, or when an element or performance standard is changed, consistent with applicable laws, rules, and regulations. It is the supervisor's responsibility to ascertain that the standards and element ratings are fully understood by all employees. These standards must be in writing prior to initiating corrective action.

#### Section 3.

The employee may attach written comments on his/her Performance Appraisal Worksheet (APHIS Form 26-2). The employee has a right to copies of the entire written record on file.

#### Section 4.

Performance rating will be thoroughly discussed with the employee in private. The employee will be encouraged to freely state his/her views. It must be recognized that it is the employee's right to disagree.

#### Section 5.

All ratings must be based on adequate observation and knowledge by the immediate supervisor of all factors affecting the employee's performance.

#### Section 6.

An aggrieved employee shall be accorded right of appeal of his/her rating within appropriate regulations.

### ARTICLE 17- Equal Employment Opportunity

#### Section 1.

The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons, to prohibit discrimination because of age, race, color, religion, sex, handicapping condition, or national origin, and to promote equal opportunity through continuing affirmative action.

## ARTICLE 18- Training and Employee Development

### Section 1.

The Employer and the Union agree that career development of the employee is of benefit to the Government and to the employee. The Employer agrees to assist the employee in the correct and complete implementation of an Individual Development Plan (IDP), also called a “Learning Contract” or training plan. The IDP will be reviewed and updated at the time that performance reviews are accomplished to ascertain progress made toward career development, as it pertains to job-related activities.

The Employer will advise employees of training opportunities via e-mail, postings, fax or through other electronic training media such as Ag-Learn. Notice of training opportunities will also be provided to the Union President.

### Section 2.

The Employer will provide employees with training and development opportunities which will enable the employees to do their work effectively, attain their career objectives, and accomplish the Agency mission. Such opportunities will be based on the interest of the Program and the employees; but in no instance solely for the benefit of the employee. In the event of displacement, training will be given which would qualify employees for other available positions, where appropriate, as determined by management, and when available.

### Section 3. (Re-number sections below)

Proposed locally designed training programs, including career programs and employee development policies and procedures to be established or implemented within the authority of the Employer, will be submitted to the Union representatives for review and comment prior to publication and implementation. All training opportunities will be offered without regard to race, creed, color, sex, age, handicapping condition, or national origin.

### Section 4.

Employees will not be held responsible for tick identification or technical skills prior to formal training.

### Section 5.

When advance knowledge of the impact of pending changes in function, organization, and mission is available, it shall be the responsibility of the Employer to plan for the maximum retraining of employees involved.

### Section 6.

The Employer will provide employee on-the-job cross training to the maximum extent practicable, employing such techniques as interchanging employees when they share mutual desires to receive training in each of their respective positions.

#### Section 7.

Management will provide annually, notices of VS training courses and information on career development at the work area office.

#### Section 8.

Selection of employees to participate in training and career development programs and courses shall be made on a fair and impartial basis.

#### Section 9.

Management will consider employee requests for adjustments to their work schedule for educational purposes in accordance with current policy outlined in the Human Resources Desk Guide.

#### Section 10.

The Employer will consider all recommendations from employees or the Union regarding training topics.

### ARTICLE-19 Leave

#### Section 1.

Subject to the maximum limitations provided by law, accrual of annual leave is a right of the employee which may not be denied. The taking of annual leave is also a right of an employee, subject to the leave being scheduled in accordance with work requirements. However, every reasonable attempt will be made to satisfy the desires of employees with respect to approving annual leave.

#### Section 2.

When the Employer finds it necessary to cancel previously approved annual leave, the reasons for such action will be explained to the affected employee. Denial of use of annual leave will be based upon factors which are reasonable, equitable, and which do not discriminate against any employee or group of employees.

#### Section 3.

When practicable, the Employer will grant the use annual of leave as requested by the employee (first-come, first-served basis). However, the Employer will assure that he scheduled vacation periods are planned as permitted by local circumstances and working conditions. A copy of the leave request or denial will be returned to the employee.

#### Section 4.

Where unforeseen emergencies arise requiring the use of **annual leave** not previously approved; approval of the use of annual leave may not be presumed by the employee. Except where circumstances beyond the control of the employee do not permit, the employee must contact the supervisor within 2 hours of the scheduled starting time of the employee.

#### Section 5.

Employees shall earn sick leave in accordance with applicable laws and regulations. Sick leave will be granted on a request to employees when they are incapacitated for the performance of their duties and when they have given notice to their immediate supervisor. Sick leave must be requested in advance for visits to doctors, dentists, and for the purpose of diagnostic examinations and X-rays.

#### Section 6.

The Employer retains the right in accordance with governing regulations to require a medical certificate to justify the granting of sick leave. Employees are required to submit certificates from their physician or statement prepared by the physician, supporting sick leave requests, when they are absent on sick leave for more than 3 consecutive work days. This certificate must be presented within the pay period the employees returns to duty.

Should the Employer have reason to suspect Sick Leave abuse, the Employer may require the employee provide a physician's statement covering absences of less than 3 consecutive work days.

If an employee has been given a Sick Leave Restriction letter, the employee will be required to document absences with medical certificates during the "term" of the Sick Leave Restriction letter.

Sick Leave Restriction Letters will normally not continue for a period of more than 6 months. At the end of 3 months, the Employer will review the necessity for this documentation and if sick leave abuse has ceased, the requirements will be lifted, if reasonable improvement has not occurred, the Sick Leave Restriction Letter may be extended. The Employer reserves the right to make the final determination of the necessity for continuation of this requirement after each case is reviewed.

#### Section 7.

Unearned sick leave may be advanced, if properly justified, to an employee not exceeding 30 days accumulation. Advancement of sick leave may be only in clearly established deserving cases of serious disability or ailment, supported by a certificate from a registered, licensed, practicing physician, or other recognized practitioner.

#### Section 8.

Failure to obtain approval or give the notice required by this article may result in a charge to absence without leave (AWOL) and disciplinary or other administrative action as the circumstances may justify.

#### Section 9.

Employees have the right to request, and may be granted, consecutive weeks or accrued annual leave each year.

#### Section 10.

A request for leave without pay by an employee will be duly considered by management, Requests for extended LWOP up to 39 work days must be in writing.

#### Section 11.

An employee will be excused without charge to leave to exercise his/her right to vote, serve on jury or testify before a court or legislative body, according to (Replace with MRPB Human Resources Desk Guide) APHIS Directive (AD) 402.6, Leave.

#### Section 12.

Upon written request, extended leave may be granted to an employee for the purpose of participating in Labor-Management Relations activity, according to (Replace with Human Resources Desk Guide), AD 402.6, Leave (non-pay status).

### ARTICLE 20- Administrative Leave and Official Time

#### Section 1.

An employee who is an official or a representative of the Union may be excused without charge to leave for the purpose of attending training sessions sponsored by a labor organization, provided the subject matter of such training is of mutual concern to the Government and the employee in his capacity as an organization representative and the Government's interest will be served by the employee's attendance. Official time for this purpose may be approved only for short periods of time that are reasonable under the circumstances. Approval by the Employer is required prior to the training session. Request for such official time must be in writing and be supported by statement of the purpose, and the content of the program or meeting to be attended.

## Section 2.

The employee, in the exercise of this privilege, will be entitled to official time only. There will be no overtime, premium pay, travel expenses or travel time allowed for this purpose.

## Section 3.

When administrative leave is granted in the case of inclement weather or other conditions which warrant such leave, management will make every effort to notify employees on duty.

## Section 4.

Upon request and approval in advance, a reasonable amount of official time will be granted to Union officials for the purpose of carrying out labor-management relations activities.

## Section 5.

The Employer will periodically remind managers and employees of it's commitment to provide reasonable periods of time to the Union officials.

## Section 6.

Union officials will request official time with reasonable advance notice identifying the general nature of the request, such as working on a grievance, performing representational duties, attendance at formal meetings or training sessions etc. and the expected period of absence.

## Section 7:

Supervisors will normally grant such requests and will release the Union official as soon as is practical, normally not more than 24 hours from the time of the request.

## ARTICLE 21- Tours of Duty

### Section 1.

A tour of duty consisting of the first 40 hours in a pay status is in the administrative work week will be established. This tour of duty will consist of the first 40 hours in a pay status in the administrative work week and must occur during consecutive days of the administrative work week. Any days of less than 8 hours must occur on the last day, except as provided in Section 2 below.

### Section 2.

Three basic first 40-hour tours of duty may be established within each county. One tour will be the first 40 hours in a pay status, beginning on a Sunday continuing through Thursday. The second tour will be the first 40 hours in a pay status beginning on Monday and continuing through Friday. The third tour will be the first 40 hours in a pay status beginning on Tuesday and continuing through Saturday. The tours of duty will be established with consecutive working days on and consecutive days off. Split shifts will not be established except by employee request and mutually agreed to by the Employer. Schedules may include an early and/or late shift, encompassing the daylight hours (i.e. sun up to sun down). This does not preclude work being conducted outside of daylight hours.

### Section 3.

Work schedules will be posted 14 calendar days in advance. Records of schedules and overtime shall be maintained by the Employer and shall be made available to the Union officers upon their written request. Supervisors will not change schedules arbitrarily or capriciously. The Employer will consult with the Union prior to changing posted schedule.

### Section 4.

When holiday duty falls within a work schedule that has previously been established and routinely followed, the employee assigned this schedule works the holiday. If additional employees are needed, the following seniority procedure will be followed: Seniority will be based on time served in the Tick Eradication Program. The county supervisor will establish a list for holiday work assignment. Employees will be listed in order of seniority. The listing may not be changed, except to correct an error. The employee with the most seniority will be offered the holiday work assignment. If he/she declines, the assignment will be offered to the next senior employee until the assignment has been accepted. If all employees decline, the employee who heads the list (most senior) will perform the holiday work. The order of preferences will rotate. If an employee accepts or declines a holiday assignment, his or her name will be moved to the bottom of the list. Substitutions may not be made by any employee except the county supervisor. Employees will not be scheduled on Thanksgiving Day, Christmas Day, and New Year's Day.

### Section 5:

Administrative/Support Staff are free to apply for participation in the Agency's "Maxi-flex" program. Such application will be reviewed and approved or denied in accordance with the current Maxi-flex policy and directives outlined in the MRPBS Human Resources Desk Guide.

## ARTICLE 22- Overtime

### Section 1.

Any and all working hours in excess of 40 hours per administrative work week shall be overtime. Management reserves the right to order and approve overtime.

## Section 2.

Management will make every reasonable effort to distribute overtime on a fair and equitable basis among qualified employees. Unscheduled overtime that is out of the employee's assigned area will be equalized. All overtime will be in accordance with appropriate laws and/or regulations. Overtime will not be used as a reward or penalty.

## Section 3.

Employees called back to work from a non-duty status after completing their first 40 hours will be compensated for a minimum of 2 hours overtime pay.

## Section 4. Overtime selection process:

- a.) First consideration for the assignment of overtime will be to the employee working on the assignment where overtime is required.
- b.) To fairly administer overtime opportunities outside of the employee's normal duty station; the Employer will prepare a listing all similarly situated and qualified employees, originally ranked by seniority using the Service Computation Date.
- c.) When an overtime assignment is available, it will be offered to the most senior employee with the fewest number of overtime hours worked.
- d.) If the most senior employee declines the overtime assignment it will be offered to the next employee in sequence until a volunteer is identified.
- e.) If the list is exhausted and no volunteer has been identified, the employee with the lowest number of worked overtime hours will be directed to the overtime assignment.
- f.) The rosters will be updated as overtime assignments are worked.
- g.) Employees are required to review their "standing" and are responsible for notifying the supervisor of any inaccuracies within 7 days of the posting.
- h.) The list will be considered accurate and the Agency held harmless for its good faith attempt to distribute overtime in accordance with these provisions.
- i.) The list will start "fresh" each calendar year and all accrued overtime will be expunged and a new roster will be established.

## ARTICLE 23- Safety

### Section 1.

It is understood that the safety of all employees is a primary concern of both the Union and the Employer. The Employer will strive to provide and maintain safe working conditions and the Union will strive to assist management in the use of safety equipment and insure the safety procedures and practices are complied with. If a dispute with respect to unsafe working conditions exists, upon request, the first line supervisor will conduct an inspection; make recommendations, report, and attempt to resolve the dispute. If the issue is not resolved to the Union's satisfaction, the Union may elevate the request to the next highest management official or follow the Negotiated Grievance Procedure if a contract violation has occurred.

#### Section 2.

Upon request, employees will be counseled and information will be promptly provided concerning all matters related to injury compensation benefits, including forms, alternatives, and time constraints.

#### Section 3.

The Union will be notified by the Employer as quickly as possible of all occupational safety and health hazards, including reports from other agencies. This includes promptly forwarding or notifying employees of eminent hazards or warnings received from other Agencies such as Homeland Security.

#### Section 4.

The Employer will be responsible for providing for the safety, training, and welfare of employees performing duties in isolated areas. This includes training provided by other agencies pertaining to all hazardous conditions that may be encountered in the performance of regular duties. The Agency will follow existing policy for staffing camps in isolated areas.

#### Section 5.

Employees will immediately report all injuries, illnesses or hazardous conditions which occur on the job, without fear of restraint, coercion or reprisal.

#### Section 6.

When an employee provides a Physician's medical statement restricting him/her to limited or light duty, the Agency will make reasonable attempts to assign tasks or duties that meet the physical restrictions identified. If the medical documentation is unclear, or has no expected "duration" the employee may be asked to provide clarification from the attending physician. (The use of OWCP form CA- 5C is also an example of an approved form to use for this purpose.)

#### Section 7.

Employees will use sound judgment and take proper action regarding imminent dangerous situations. This may include: leaving the immediate work location, taking corrective action, etc. The employee will report such activity to a supervisor as soon as possible.

#### Section 8.

Each supervisor of the Tick Inspectors and a Union representative will jointly conduct inspection of all safety equipment issued by the employer, and horse, trailer, and saddle and additional equipment provided by the employee. An inspection form will be signed by both Parties and copies provided to the employee, Union, supervisor, and to the Area Safety Committee no later than September 30<sup>th</sup> of each year. (This date may be changed at the discretion of the Safety Committee.)

#### Section 9.

Deficiencies, if any, will be noted identifying the expected date to correct the deficiency. Deficiencies will re-inspected within 15 work days of the employee receiving notice of deficiency.

### ARTICLE 24- Radio and Firearms

#### Section 1.

Effective radio communication is vital to insure that employee safety and health is maintained. This involves radio communications monitoring by supervisors and employees alike. The Agency is committed to improve communications systems and to provide adequate, yet cost-effective communication equipment that is required to perform assigned work.

Section 2. Employees will be trained on proper use of equipment and will be held accountable for the use of government provided communication systems, including using the equipment for non-work related purposes.

#### Section 3.

Radio communication and logs will not be used for harassment purposes.

#### Section 4.

The use of radio communication is vital to program operation and employee safety and health. Supervisors or designee should verbally, and if necessary, physically respond when communication with field personnel is not verified or maintained. Supervisors, or their designees, will be required to carry or monitor radio traffic throughout the day, including during breaks and lunch, to provide an additional level of safety to employees in the field.

#### Section 5.

Employees will promptly report radio deficiencies to their supervisors. The Employer will continue to work to insure that radio deficiencies and logistical/mechanical problems are resolved within the breadth and scope of the Employer's control.

Need to show this to the Union.

#### Section 6.

The Employer and the Union recognize that the carrying of firearms is for the self protection of employees while in the performance of their duties in hazardous work areas.

#### Section 7.

Employees will be trained and required to qualify with firearms at least annually in accordance with the Agency's Rules for firearms titled; "Firearms Guidelines for Tick Inspectors to Be Issued Pursuant to Public Law 97-312, 96 Stat. 1461, dated October 14, 1982 signed October 30 1984. Employees unable to qualify will be given remedial training as determined by the firearms instructor, coordinated through the supervisor.

#### Section 8.

Official time will be provided to employees for quarterly firearms training. At least one of the quarterly training sessions will include advanced in service training developed by the firearms training staff.

#### Section 9.

All firearms training will be conducted on an approved range and under the supervision of certified firearms instructors.

#### Section 10.

Certified firearms instructors will meet at least bi-annually to discuss training methods and development as budget and work requirements permit. This will be done on official time and travel. The instructors will select a coordinator annually.

### ARTICLE 25- Reduction in Force, Involuntary Reassignment, and Furloughs

#### Section 1.

The Employer will notify the Union President of a proposed reduction in force or furlough as much in advance as possible, but not less than 30 days. A reduction in force or furlough list will be submitted to the Union President prior to the announced date. Upon request, the Employer will provide as much information as possible not already provided in the notification. If requested, the Parties will meet and consult and negotiate, where appropriate, on all subjects

pertaining to the action. Reduction in force or furlough will be carried out as provided by law, rule, or regulation.

#### Section 2.

The Employer will assist and counsel affected employees in related subjects, including but not limited to: (1) seeking other employment opportunities; and (2) severance pay and retirement, etc.

#### Section 3.

Animal Health Technicians GS-704 (Tick Inspectors) hired under RIF procedures, bump procedures, reassignments, etc., should be minimally qualified, as determined by the Employer, consistent with the MRPB Human Resources Desk Guide and other applicable rules and regulations.

#### Section 4.

It is agreed that when the needs of the service require, a reassignment may be ordered on an involuntary basis provided the employee is given advance notice stating the reasons for the proposed action and why employee was selected, and giving the employee an opportunity to reply as to the reasons why he/she should not be reassigned. Except where otherwise required by regulations, overriding operational requirement, or compelling compassionate circumstances, management will consider Tick Eradication Program seniority within the unit when selecting employees to be involuntary reassigned within the organization. If employee with the least seniority is not selected, it must be justified.

#### Section 5.

Life insurance and health benefits will remain in effect during any furlough. The affected employee will be advised of contribution procedures.

#### Section 6.

Volunteers for leave without pay or furloughs will be considered by the Employer in an attempt to avoid or minimize furloughs.

### ARTICLE 26- Dues Withholding

#### Section 1.

Voluntary withholding of union dues will be in accordance with the national agreement between the American Federation of Government Employees and the United States Department of Agriculture.

## ARTICLE 27- Conflict of Interest

### Section 1.

The Parties agree that it is the responsibility of employees to acquaint themselves with the contents of Appendix I of the Department's employee handbook and service issuances which detail employee conduct and responsibility, including conflict of interest guidelines. Employees shall, upon request, receive counseling and advisory services through supervisory channels and from the Field Servicing Office on matters covered in Appendix I of the employee handbook and service issuances. Employees shall request advisory opinions before taking part in any activity or employment which might give the appearance of a conflict of interest or an actual conflict of interest. AN employee's lack of awareness of restrictions, laws, or other regulations, in no way relieves him/her of the legal affects of such restrictions, laws, or other regulations.

## ARTICLE 28-Travel

### Section 1.

When practicable, travel will be arranged within the employee's regular tour of duty. Travel time will be paid in accordance with applicable regulations. Employees will be compensated for required travel outside the regular tour of duty according to applicable regulations.

### Section 2.

Field rate per diem will be provided employees working at "camps." The Union may request that the employer review and adjust the Field Per Diem under the following provisions;

Initially the Union will provide notice of its intent to address the per diem rate within 10 days of June 30<sup>th</sup> 2009. If new rate is agreed too, the new rate will remain in effect for a minimum of 24 months. The Union may request reviews and negotiation of Field per diem no sooner than 24 months from the effective date of the last rate change. Notice to negotiate the change must come within 10 days of the anniversary date of the last increase. The Union and the Employer will collect cost data, receipts or other documentation to support the need of an increase, decrease or status quo of the field per diem rate, and will exchange those documents prior to meeting to negotiate the change.

The Field Rate per diem will not be effective until after 1 full pay period after the new rate is agreed upon.

Field Rate per diem is not subject to retroactive reimbursement due to its significant impact on a limited budget.

Section 3. Volunteers will be solicited prior to an employee being directed to a Camp.

## ARTICLE 29- American Federation of Government Employees Members' Benefit Plan

### Section 1.

The Employer agrees to give each new employee or transferee a copy of the brochure and a brief explanation of the contents. The Union agrees to provide said brochures.

## ARTICLE 30- Details

### Section 1.

Management may detail employees when such action will relieve a temporary shortage of personnel, will reduce an exceptional volume of work, or will enable more effective administration by permitting necessary flexibility in assigning the work force. All details will be made in conformity with appropriate laws and regulations set forth in Animal and Plant Health Inspection Service personnel regulations. Details for prolonged periods will be avoided and formal personnel action will be used to secure desired services where it is expected that the need will continue beyond thirty (30) days. As soon as it is known that a detail in excess of thirty (30) days is required, the operating official will prepare and forward Standard Form 52 requesting such details to the Personnel Office for approval under the provisions of Personnel Regulations. Employees on detail will be rotated every 120 days. Requests for extensions beyond 120 days will be avoided except where justified by Program requirements. An employee may request to remain on a detail beyond 120 days.

### Section 2.

Employees detailed to a higher grade position for a period in excess of 60 days will be given a temporary promotion. Such promotions will be made in accordance with the MRPB Desk Reference Guide. (Only payable after the 60<sup>th</sup> day.)

### Section 3. (Change number sequence)

Whenever practicable, details will be assigned equitably among qualified employees. Details will not be used to reward or punish employees. Upon completion of a detail, the employee will return to his/her previously assigned duty station.

## ARTICLE 31- Grievance Procedure

### Section 1.

The Employer and the Union recognize the importance of settling disagreements and disputes, promptly, fairly, and in an orderly manner. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision.

## Section 2.

This article establishes the exclusive procedure available to bargaining unit employees, or the Union, whereby they may seek resolution of grievances concerning any matter relating to conditions of employment, or the Employer's interpretation and/or application of law, regulation, or this Agreement. The provisions of Title VII, Section 7121 (d) and Section 7121 (e) may also be grieved in accordance with the provisions of those two subsections. Any employee serving in an initial probationary period is excluded from grieving his/her termination.

Excepted from this Agreement are grievances on matters concerning:

- a. Any claimed violation relating to prohibited personnel activities.
- b. Retirement, life insurance or health insurance.
- c. A suspension or removal for national security.
- d. Any examination, certification or appointment.
- e. The classification of any position which does not result in reduction in grade or pay of an employee.
- f. Any appeal for which there is a statutory appeal procedure.

## Section 3.

An employee, and/or representative, is entitled to a reasonable amount of official time to present a grievance under this procedure. Official time may include short oral discussions between an employee and Union steward, but excludes researching the grievance for presentation. The amount of official time will be determined by the Employer.

## Section 4.

An employee, the Union, or the Employer may, in writing, withdraw a grievance at any time. The Union will be given the opportunity to be present at all discussions of grievance and at the adjustment of a grievance. All time limits stated in the grievance procedure may be extended by mutual agreement. Failure of either an employee or the Union to advance a grievance to the next step within the allotted time period will cause the grievance to terminate unless the parties mutually agree upon an extension. Failure by the Employer to respond within the time periods will allow the employee of Union to advance the grievance to the next step unless the Parties mutually agree upon an extension. Should a designated recipient of a grievance be absent on the due date of the grievance, then either the person acting in place of the absentee will receive the grievance, or liberal use of the mutual extension provision of this article will be allowed.

## Section 5.

An employee may present and process a grievance without the assistance of the Union. However, a Union official, designated in accordance with the steps of the grievance procedure, may be present at meetings between the grievant and a supervisor/manager when presenting or adjusting a grievance.

## Section 6.

A grievance will be filed at the lowest level of supervision or management that initiated the action on which the grievance is based or the lowest management level that has authority to adjust the grievance. Any grievance presented at an incorrect step of the procedure or to an incorrect supervisor or manager will be returned to the grievant with instructions as to the appropriate step and/or supervisor/manager.

## Section 7.

An aggrieved employee affected by discrimination, a removal or reduction in grade based on unacceptable performance, or adverse action, may at his/her option raise the matter under the appropriate statutory appeal procedure or the negotiated grievance procedure, but not both.

## Section 8.

For the purpose of this article and pursuant to Sections 7121 (e) (1) of the Civil Service Reform Act, an employee shall be deemed to have exercised his/her option under this action only when the employee files a timely notice of appeal for matters covered under 5 USC 4303 (actions based on unacceptable performance) and 7512 ( a removal, a suspension for more than 14 days, a reduction in grade, a reduction in pay, and a furlough of 30 days or less); initiates an action for matters under 5 USC 2302(b)(1) (discrimination); or files a timely grievance in writing under the negotiated grievance procedure.

## Section 9.

Failure of the aggrieved employee or Union to provide the required information at each step in accordance with the grievance procedure will be cause for the grievance to be returned to the employee or Union. If the grievance is rejected, for being deficient, it will be returned immediately to the aggrieved employee or Union with reasons for the rejection. If returned, the grievance will be accepted only after it has been corrected and resubmitted to the appropriate official at the step it was rejected.

## Section 10.

A grievance must be presented within twenty (20) working days of the event or within twenty (20) working days of when knowledge is gained of the event on which the grievance is based. At each step of the written grievance procedure, the grievant must supply the following information:

- a. Name, grade, title, and work location;
- b. A detailed statement outlining the facts involved and Agreement article and/or specific nature of violation;
- c. A summary of the steps taken previously and supporting documentation used in earlier steps;

- d. The specific corrective action desired; and,
- d. Employee's signature (or Union representative's signature).

#### Section 11.

Prior to submitting a grievance in writing to the immediate supervisor or the lowest level of management with authority to resolve the grievance, the employee should discuss the problem with his/her immediate supervisor. EXCEPTION: If the grievance is a direct result of an action or inaction of the immediate supervisor, or if the employee has no reasonable expectation that the supervisor will be able to provide a "fair" decision, the grievance may be initiated informally with the Assistant Director of Field Operations. If the supervisor (or asst. director) is unable to resolve the grievance at the time of the meeting, the immediate supervisor will have 6 work days to respond in writing to the employee. If this does not resolve the problem, the grievance procedure steps may begin.

#### Section 12.

The following steps will be followed should the immediate supervisor fail to resolve the problem:

Step 1. The employee shall submit the grievance in writing to the Director's office with ten (10) work days of the immediate supervisor's written response to the grievance. The employee's county steward may assist the employee in this step.

Step 2. The Director will have ten (10) work days following receipt of the employee's written grievance to respond in writing. The employee will have ten (10) work days following receipt of the Director's written response to forward the grievance, should it be unresolved, to the Regional Director.

Step 3. The Texas Area Veterinarian in Charge will have fifteen (15) work days to respond in writing following receipt of the employee's written grievance. Should the grievance remain unresolved following receipt of the Regional Director's written decision, the Union may within fifteen (15) days request the matter be submitted to the arbitration, in accordance with the article on arbitration in this Agreement. The local Union President will notify the Regional Director in writing of its decision to invoke arbitration.

NOTE: For all grievance meetings that meet the definition of a "formal discussion" the Agency will invite the Union to attend to represent the Bargaining Unit that may be impacted by a decision or settlement that impacts the Bargaining Unit.

#### Section 13.

A grievance which may have impact on more than one employee may be submitted in writing by the local President (or designee) directly to the Director. The Director and local President (or Designee) will meet within ten (10) work days after receipt of the grievance to discuss the

grievance. The Director shall give the local President a written answer within ten (10) work days after the meeting. If the grievance is not settled by this method the Union may refer the matter to the Texas Area Veterinarian in Charge, prior to arbitration. Nothing herein will preclude either party from attempting to settle such grievance informally at the appropriate level. Grievances filed by the Union will not duplicate grievances previously filed by an employee.

#### Section 14.

Prior to invoking arbitration, the Parties may, upon mutual consent, request assistance from the Federal Mediation and Conciliation Service to attempt to resolve a grievance. Same time constraints apply, following mediation.

### ARTICLE 32- Arbitration

#### Section 1.

Upon notification that either party desires to invoke arbitration, management shall request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators. Within fifteen (15) work days following receipt of the arbitrators list, management and the Union will meet to select the arbitrator. Selection of the arbitrator shall be by each party alternately striking one name from the list until one remains. The party striking first shall be determined by chance.

#### Section 2.

When both parties agree to the facts of the issue and that a formal hearing would serve no purpose, a stipulation of facts, data, and documentation shall be submitted jointly to the arbitrator with a request for a decision based on the facts presented.

#### Section 3.

A formal meeting between Union and management will be convened when it becomes necessary to develop and establish facts relevant to the issue. When both parties agree on the issue being arbitrated, the issue will be framed and submitted jointly to the arbitrator prior to the start of the hearing.

#### Section 4.

All APHIS employees involved in the hearing shall be on official time with no charge to leave or loss of pay, if they would otherwise be in a duty status. Witnesses shall be free from coercion, intimidation, or reprisal from either party. The Employer will consider paying travel and per diem expenses for Union representatives and witnesses on a case by case basis.

#### Section 5.

The Employer and the Union 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 nongovernment), and 50 percent of the cost of the transcript of the arbitration upon receipt of a bill. The arbitrator shall bill each of the local parties of one-half of the total fees and expenses. Prior to the hearing, the Parties will provide the arbitrator with the name, position, and address of the designated representative to whom the arbitrator shall forward the billing decision. Each party will pay all expenses for their non-APHIS respective witnesses.

#### Section 6.

Any dispute over the implementation or interpretation of the arbitrator's award shall be returned to the arbitrator for settlement except those appealed to the Federal Labor Relations Authority. The arbitrator's award shall be binding on both parties subject to an appeal of the decision by either party to the Federal Labor Relations Authority, the Merit Systems Protection Board, the Equal Employment Opportunity Commission, or the Federal courts. The arbitrator will be requested to render a decision as quickly as possible.

#### Section 7.

Questions of arbitrability will be submitted to an arbitrator as a threshold issue for resolution. The threshold issue of arbitrability will be submitted to an arbitrator in writing prior to any arbitration hearing. The arbitrator will be requested to respond to the arbitrability question prior to the hearing. Once the arbitrator's decision on the question of arbitrability has been received and should the arbitrator rule that the matter is arbitral, the parties will proceed. Should the matter that was submitted to an arbitrator for arbitrability determination be considered not arbitral by the arbitrator, the parties agree to a 50/50 sharing of whatever costs are involved in the arbitrability decision.

#### Section 8.

The arbitrator in the award shall have the power to issue binding decisions on grievances relating to :

- a. Personnel policies and practices, and
- b. Matters affecting the working conditions within the control of the Employer whether or not specifically covered by this Agreement.

The scope and authority of the arbitrator award shall be limited to USDA, APHIS, and VS policies as implemented at the Tick Eradication Program. The arbitrator in the award may rule only on the impact that a USDA, APHIS, or VS policy has on working conditions on Tick Eradication Program bargaining unit employees and may not address the interpretation or validity of the USDA, APHIS, or VS policy as it applies outside the Tick Eradication Program. The award shall in no way redefine or reinterpret the policy as set forth by the USDA, APHS, or VS.

#### Section 9.

Matters subject to a statutory appeal procedure or otherwise excluded from the grievance procedure by the Civil Service Reform Act of 1978 will not be subject to this article. Termination of employees in their initial probationary period is not subject to this article.

## ARTICLE -33 Grievances Filed by the Employee

### Section 1.

A grievance by the Employer relating to American Federation of Government Employees (AFGE) Local 3106, shall be submitted in writing to the President of the Union within twenty (20) calendar days of when knowledge is gained of the event on which the grievance is based. It must state specifically in detail, the events and corrective actions desired. The grievance must be signed by the Employer or designee. The President of the Union or designee shall attempt to resolve the grievance within twenty (20) working days of receipt.

### Section 2.

If no satisfactory settlement is reached, the Employer may within twenty (20) calendar days invoke arbitration in accordance with the provision of the arbitration article.

### Section 3.

Prior to invoking arbitration, the Parties may, upon mutual consent, request assistance from the Federal Mediation and Conciliation Service to attempt to resolve a grievance. Same time constraints apply, following mediation.

## ARTICLE 34- Unfair Labor Practices

### Section 1.

The Parties acknowledge the importance of resolving differences and disputes informally. Therefore, it is agreed that prior to filing a charge of Unfair Labor Practice with the Federal Labor Relations Authority, they will adhere to the following:

- a. The party alleging a violation under 5 USC 7116 shall notify the other party in writing of the alleged violation and the intent to file formal charges.
- b. Within fifteen (15) work days following the written notice of violation, the Parties will meet, discuss, and attempt informally to resolve the matter.
- c. The accused party shall be given ten (10) working days to reply in writing to the alleged violation charge prior to filing a formal charge with the Federal Labor Relations Authority.

### Section 2.

The Parties agree that the filing of an unfair labor practice charge is a serious matter. Therefore, the Parties agree to refrain from filing frivolous and unnecessary unfair labor practice charges and that the unfair labor practice procedure will not be used to harass and/or attempt to intimidate the other party.

#### ARTICLE 35- Classification

##### Section 1.

An employee who has filed a classification appeal: (1) may request a Union representative at any meeting with management concerning the appeal, (2) shall not be subject to any penalty, reprisal, discrimination or harassment because of the action.

#### ARTICLE 36- Professional Association

##### Section 1.

When the Employer requires an employee to attend any activities sponsored by a professional association, that employee will be granted official time. This activity will be to the mutual benefit of the Employer and the employee.

#### ARTICLE 37- Duration and Extent of Agreement (Need to update as required)

##### Section 1.

This Agreement shall become effective on the date of approval by the Director, Office of Personnel, U.S. Department of Agriculture.

##### Section 2.

This Agreement shall be in full force and in effect for 3 years after the effective date. Either party may give written notice to the other not more than 105 nor less than 60 days prior to expiration date, for the purpose of renegotiating this Agreement. This notice must be acknowledged by the other party within 10 days of receipt and negotiations will be in accordance with arrangements made by parties after mutual exchange of proposals. Counterproposals will be submitted within fifteen (15) working days of notice of receipt. Negotiations will begin within 46 days of notice of receipt of counterproposals.

##### Section 3.

The Parties may extend the existing Agreement or any portion thereof on which there is agreement for a specified time pending resolution of any impasse.

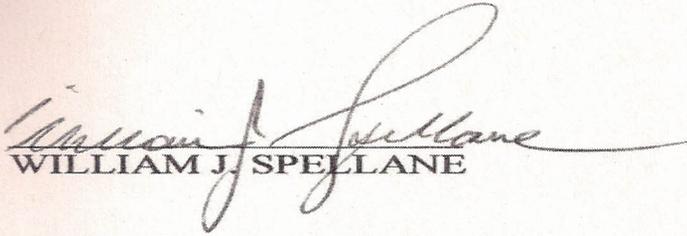
Section 4.

If neither party serves notice to renegotiate this Agreement, subject to Section 2 of this Article, this Agreement shall automatically be renewed for 2 years on its expiration date, and upon each subsequent anniversary date.

AFGE LOCAL 3106  
TICK ERADICATION PROGRAM

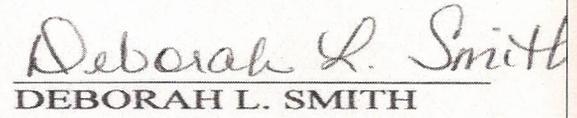
FOR THE UNION

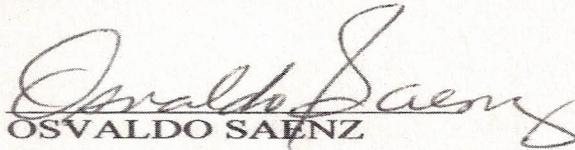
FOR THE AGENCY

  
WILLIAM J. SPELLANE

  
RONALD R. DALE

  
MARTHA F. GUERRA

  
DEBORAH L. SMITH

  
OSVALDO SAENZ

  
E. J. BOWERS

  
GARY T. MARTINEZ  
(Chief Negotiator)

  
PAUL O. UGSTAD  
(Chief Negotiator)

DATE: 1/15/2009