U.S. DEPARTMENT OF AGRICULTURE

Animal and Plant Health Inspection Service

Plant Protection and Quarantine

2014-2017

PPQ and NAPPQOSE

Collective Bargaining Agreement

Agreement between

Plant Protection and Quarantine Programs (PPQ)

and

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

Effective- August 8, 2014

Contents

Preamble and Purpose 3
Article 1. Authority and Recognition 3
Section 1. Authority
Section 2. Bargaining Unit
Section 3. Eligibility
Article 2. Recognized Level of Authority 3
Section 1. Level of Authority
Article 3. Administration 4
Article 4. Changes in Rules and Regulations 3
Termination of Prior Agreements
Article 5. Rights and Obligations of Management/ Union 3
Section 1. Status of Organization and Officers
Section 2. Membership
Article 6. Consultation and Negotiations 4
Section 1. Definitions
Section 2. Scope of Consultation and Negotiations
Section 3. Latitude and method for negotiations
Section 4. Interpretation of Regulations
Section 5. Negotiating Committees
Section 6. Logistics
Section 7. Official Time
Section 8. Latitude and Method of Consultation
Article 7. Dues allotments 8
Section 1: Authority
Article 8: Resolution of Impasses 8
Section 1. Definition
Section 2. Impasses in Negotiation
Article 9. Employee Recognition 8
Article 10 Use of Official Time, Facilities and Services 9
Section 1. Internal Union Business
Section 2. Official Meetings
Section 3. Space
Section 4. Internal Mail
Section 5. Bulletin boards
Section 6. Employee list
Article 11. Performance Standards 10
Section 1. Employer’s Responsibility
Article 12. Training 10
Section 1. Employer’s Responsibility
Article 13. Promotions 11
Section 1. Policy
Section 2. Information

Article 14. Health and Safety 11
Section 1. Employer Responsibilities
Section 2. Rights of the Employee
Section 3. Safety and Health Committees
Article 15. Reduction in Force 12
Article 16. Economy and Efficiency 12
Article 17. Employee Personal Actions 12
Section 1. Payroll Related Changes
Section 2. Salary Payments
Section 3. Travel Payments
Section 4. Job Applications
Article 18. Time and Attendance 13
Section 1. Overtime
Article 19. On-The-Job Injury 13
Article 20. Disciplinary Action 13
Article 21. Job Classification 14
Section 1: Position Description
Section 2: Classification Appeal
Section 3: Adverse Personnel Action
Article 22. Equal Employment Opportunity 14
Article 23. Grievance Procedure 14
Section 1. Definition and Purpose
Section 2. General Provisions
Section 3. Steps of Grievance Procedure
Section 4. Grievance Filed by the Employer
Section 5. Arbitration Procedure
Section 6. Unfair Labor Practice
Article 24. Alternative Work Schedules 18
Article 25. Voluntary Reassignments 18
Section 1. Policy
Section 1.a. Reassignments
Section 1.b. Hardships
Article 26. Distribution of Agreement 19
Article 27. Duration and Extent of Agreement 19
Section 1. Duration
Section 2. Amendments/Modifications
Section 3. Reopener
Memorandums/Letter of intent 21

Preamble and Purpose

This Agreement constitutes a collective bargaining agreement by and between PPQ, APHIS, USDA, hereinafter referred to as the “Employer” and the NAPPQOSE, hereinafter referred to as the “Association.” It is the intent and purpose of the Parties to foster employee management cooperation to promote and improve the efficient administration of PPQ and to encourage and ensure employees’ participation in the formulation and application of program personnel policies, practices and procedures, and other matters affecting their working conditions.

ARTICLE 1. Authority and Recognition

Section 1. Authority

This Agreement is entered into under authority of Title VII, Civil Service Reform Act, 1978, and in accordance with regulations of the USDA. Exclusive recognition was granted to the NAPPQOSE by the Deputy Administrator, PPQ by letter dated August 30, 1977.

Section 2. Bargaining Unit

Included: All nonprofessional employees of PPQ, APHIS, USDA. Excluded: Professional employees, supervisors, management officials, confidential employees, employees engaged in Federal personnel work in other than a purely clerical capacity and employees currently represented under other exclusive recognition. However, the part of that unit of employees represented by the Association and to which this Agreement is applicable is as follows:

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

Section 3. Eligibility

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

ARTICLE 2. Recognized Level of Authority

Section 1. Level of Authority

(a) For the Employer:

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

(b) For the Association:

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

ARTICLE 3. Administration

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

ARTICLE 4. Changes in Rules and Regulations

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

Termination of Prior Agreements

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

ARTICLE 5. Rights and Obligations of the Employer/Union

The rights and obligations of the Employer and the Union are contained in Title 5 of the United States Code, Government Organization and Employees.

Section 1. Status of Organization and Officers

The Association agrees to maintain with the Employer on a current basis a complete list of all elected officers, committee persons, and all other representatives. Such lists shall

include the employee's name, position title, address, and telephone number with the understanding that such information shall be used only for official purposes.

Section 2. Membership

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

ARTICLE 6. Consultation and Negotiations

Section 1. Definitions

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

A. Negotiations - Bargaining on appropriate issues relating to personnel policies and practices affecting the conditions of employment with a view of arriving at a mutually agreeable position.
B. Consultations - Verbal discussion or written communication with representatives of labor organizations for the purpose of obtaining their views on matters of appropriate concern to employees in the representative unit.

Section 2. Scope of Consultation and Negotiations

It is the mutual obligation of the Employer and this Association to negotiate or consult in good faith. Matters appropriate for consultation or negotiation with this Association shall include personnel policies and practices, and other matters affecting general working conditions applicable to the employees represented. Except as provided pursuant to Article 5, when the Employer proposes to change established personnel policies, practices, and matters affecting working conditions during the term of this Agreement the Association will be formally notified and given an opportunity to negotiate. The Association will have fourteen (14) calendar days in which to submit proposals for negotiation on such changes. Negotiations will be conducted as specified herein unless there is a negotiable dispute to be resolved under rules and regulations of the Federal Labor Relations Authority (FLRA). The Association's failure to respond within fourteen (14) days will indicate they do not wish to negotiate.

Section 3. Latitude and method for negotiations

Negotiations will be conducted on those personnel policies, practices, and other matters affecting working conditions which are determined to be negotiable under Title V, and can be identified as applying to the members of the representative unit. The levels of the Employer at which negotiations on specific subjects shall be conducted will be determined by the authorities delegated to that level by higher levels of the Employer. Both Parties have the responsibility to conduct all negotiations in accordance with the intent and purpose of Title V and applicable administrative regulations. It should be understood that the obligation to bargain does not imply the obligation to reach agreement, although both Parties will make a concerted effort to this end. Each Party also has the responsibility to thoroughly review the negotiation proposals of the other and, if found unacceptable, to state its reasons for rejection or to submit a counter-proposal. Additionally, officials of the Employer shall make themselves available at reasonable times and with reasonable promptness to negotiate the Agreement.

Section 4. Interpretation of Regulations

If, in connection with negotiations, an issue develops as to whether a proposal is contrary to law, regulation or Title V and therefore not negotiable, it shall be resolved as follows:

1. An issue which involves interpretation of a controlling agreement at a higher Agency level is resolved under the procedures of the controlling agreement or, if none, under Agency regulations.
2. A labor organization may appeal to the Federal Labor Relations Authority (FLRA) for a decision when:
    (a) It disagrees with management's determination that a proposal would violate applicable law, rule or government wide regulation, or Title V, or
    (b) It believes that an Agency's regulations, as interpreted by the Employer, violate applicable law, regulation of appropriate authority outside the Agency, or Title V.

Section 5. Negotiating Committees

The negotiating committee for both the Employer and the Association will normally be limited to not less than one (1) or more than three (3) members for each side. However, if the Parties mutually agree, the number of negotiators on both sides may be expanded. The Employer and the Association also realize that interested and appropriate representatives of both Parties may wish to attend sessions as observers. With mutual consent of the Parties, observers may be allowed to attend negotiating sessions, although they will not, without consent of both Parties, be allowed to

participate while the negotiations are in progress. Nothing stated herein, however, is construed to restrict the Parties from privately consulting such observers during caucuses or breaks in negotiations.

Section 6. Logistics

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

Section 7. Official Time

a. Pursuant to Title 5, § 7114, the appropriately recognized union official shall be permitted reasonable representative official time. The Association will provide the Employer the names of officers and stewards for the purposes of granting this time.
b. Requests for official time will be submitted, using the official time form, to the immediate supervisor. This form must be attached to the employee's Time and Attendance sheet to ensure proper coding. The supervisor's permission will normally be granted except when workloads preclude such release. When permission is not granted when requested, it will be granted at a later time. Permission will be obtained also from the immediate supervisor of any employee being contacted. The Association agrees that its officers and stewards will guard against the use of excessive time in performing duties considered appropriate by the Agreement.
c. Association representatives attending official meetings at the request of the Employer shall be provided official time and travel expenses.
d. Employees who represent this Association shall be on official time when participating in negotiation of a labor-management agreement in accordance with Title V guidelines of the FLRA and OPM.

Section 8. Latitude and Method of Consultation

Officials of the Employer identified in Article II shall consult either verbally or in writing, with the appropriate officials of the Association on matters which are within the administrative discretion of the Employer level involved and are appropriate for consultation. Excepted from this requirement are those Employer rights identified in Section 7106, Title V. In respect to written consultation, the responsible official of the Employer shall transmit the proposals to the appropriate Association official at least twenty-one (21) calendar days prior to the due date for receipt for comments. However,

the Association agrees to expedite their comments on urgent items upon request. Consultation meetings between the Deputy Administrator or designee and the Association will be held semi-annually or more often at the discretion of the Deputy Administrator. The Association will normally be permitted to have two (2) representatives (the President and one representative selected by the President) present at such meetings with official time and travel expenses authorized. Depending on the subject matter to be discussed, an additional representative may be authorized to attend any particular meeting.

ARTICLE 7. Dues allotments

Section 1. Authority

The allotment of dues through payroll withholding shall be subject to and in accordance with the current Memorandum of Understanding between the U.S. Department of Agriculture and the National Association of Plant Protection and Quarantine Office Support Employees. [See page 21]

ARTICLE 8. Resolution of Impasses

Section 1. Definition

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

Section 2. Impasses in Negotiation

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

ARTICLE 9. Employee Recognition

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

ARTICLE 10: Use of Official Time, Facilities and Services

Section 1. Internal Union Business

The internal business (e.g. Solicitation of membership and dues, election of officers, and other internal business) shall be conducted during the non-duty hours of the employees involved. The Association representatives shall not use government equipment to conduct any internal association business. Government telephones may be used by the Association Officers to contact appropriate representatives of the Employer.

Section 2. Official Meetings

Association representatives who attend meetings requested and approved by the Employer for the purpose of consultation shall be provided official time and travel expenses for attendance at such meetings. The number of representatives who attend such meetings shall be the number provided for by the Employer or by this Agreement.

Section 3. Space

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

Section 4. Internal Mail

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

a. Interfere with official mail,
b. Advertise a commercial firm or product,
c. Attack or reflect on the integrity of any government official or employee,
d. Condemn or criticize the policies of any government agency, or
e. Imply official sponsorship or endorsement.

The use of government supplies or postage is not authorized.

Section 5. Bulletin boards

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

Section 6. Employee list

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

ARTICLE 11. Performance Standards

Section 1. Employer's Responsibility

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

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

ARTICLE 12. Training

Section 1. Policy

The Employer and Association agree that the training and development of new and current employees within the unit will improve the efficiency and effectiveness of PPQ. To effectuate and further this policy, the Employer shall maintain a training program for new and current employees. Employees are encouraged to participate in furthering this policy through broadening their own education and self-development. As appropriate, the Association may point out training deficiencies or recommend special training as needed by administrative, secretarial, and clerical personnel. In conjunction with this effort, the Employer will give the appropriate consideration to training determined to improve the individual and organizational performance of the program mission within the

budgetary limitations per year. This is above and beyond mandatory training and does not prohibit local management discretion regarding additional training.

Section 2. Administrative Leave for Training Sessions

An employee who is an official or representative of the Association may be excused without charge to leave for the purpose of attending a training session sponsored by labor organizations, provided the subject matter of such training is of mutual concern to the Government and the employees in their capacity as an organizational representative and the Government's interests will be served by the employee's attendance. Administrative leave granted for this purpose may be approved only for short periods of time that are reasonable under the circumstances. Approval by the Associate Deputy Administrator or designee is required prior to the training session. Requests for such leave must be in writing and be supported by a statement of the purpose of the leave and the content of the program or meeting to be attended.

ARTICLE 13. Promotions

Section 1. Policy

Promotion of employees in the bargaining unit shall be made in accordance with applicable rules and regulations of APHIS, USDA. The Employer will consult the Association on the establishment and revision of the criteria used in the promotion process.

Section 2. Information

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

ARTICLE 14. Health and Safety

Section 1. Employer Responsibilities

The Employer agrees to provide a safe and healthful work place for all employees and will comply with applicable Federal regulations relating to the safety and health of its employees. All employees, supervisors, and management officials are responsible for prompt reporting of observed unsafe conditions. The Employer agrees to compile and maintain a record of all accidents or reported possible causes of potential accidents, the

Employer and the Association will cooperate in the continuing effort to eliminate accidents and health hazards.

Section 2. Rights of the Employee

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

Section 3. Safety and Health Committees

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

ARTICLE 15. Reduction in Force

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

ARTICLE 16. Economy and Efficiency

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

ARTICLE 17. Employee Personal Actions

Section 1. Payroll Related Changes

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

Section 2. Salary Payments

Salary payments will be made through direct deposit.

Section 3. Travel Payments

Reimbursement for travel expenses will be done through direct deposit.

Section 4. Job Applications

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

ARTICLE 18. Time and Attendance

Timekeeping will be maintained through Employer approved electronic system.

Section 1. Overtime

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

ARTICLE 19. On-The-Job Injury

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

ARTICLE 20. Disciplinary Action

An employee is entitled to Association representation at any meeting with the Employer which the employee reasonably believes might result in disciplinary action and when the employee requests such representation. Official Association representative time may be requested. It is the responsibility of the Association representative to ensure that official time is properly coded on the time and attendance sheet. The request for Association representation may be solicited by either party. Representation may be telephonically. If necessary, travel time will be granted and covered by the Employer.

ARTICLE 21. Job Classification

Section 1: Position Description

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

Section 2: Classification Appeal

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

Section 3: Adverse Personnel Action

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

ARTICLE 22. Equal Employment Opportunity

The Employer and the Association agree to cooperate in providing equal opportunity in employment and promotion for all persons, to prohibit discrimination because of age, race, color, religion, sex, national origin or physical and mental handicap and to promote the full realization of equal employment opportunity through Affirmative Action Plans required by the Employer. Each Party agrees to advise the other of equal employment opportunity problems of which they are aware. The Association will be entitled to have a union representative participate in EEO/CR meetings which are formal meetings.

ARTICLE 23. Grievance Procedure

Section 1. Definition and Purpose

(a) The term "grievance" shall have the following meaning: A complaint of dissatisfaction and a request for personal relief or the adjustment of a decision subject to the control of the Employer or the Association relative to the interpretation or application of this Agreement or the application of Agency policies, whether filed by an employee, a group of employees, the Association, or the Employer.

(b) This Article establishes the exclusive procedure available to employees, the Association, or the Employer, whereby they may seek consideration of grievances. This procedure is limited to grievances over the interpretation or application of this Agreement and over the application of Agency regulations and policies not contained in the Agreement. Excluded from this procedure are those matters subject to statutory appeals procedures.

Section 2. General Provisions

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

Section 3. Steps of Grievance Procedure

(a) A grievance must be presented within 15 working days after the occurrence of the event on which the grievance is based. A grievance concerning a continuing practice may be presented at any time.
(b) Except as provided in Section 2(d), a grievance by an employee shall be first taken up between the employee and the immediate supervisor. This discussion may be with the assistance of the employee's designated Association representative. The supervisor shall render a decision within 10 working days. Should additional time be necessary, the supervisor shall so notify the employee and an additional 5 working days will be allowed.
(c) If no satisfactory settlement is reached in (b) above, the grievance shall be reduced to writing within 15 working days of the receipt of the immediate supervisor's decision and will include the following information:

1. The employee's name, position title, grade, and organizational unit;
2. A specific detailed statement of the nature of the grievance;
3. A summary of the previous steps taken and the results of those steps;
4. The corrective action desired; and
5. The signature of the employee and/or the employee's Association representative. The grievance shall be presented to the next level of the Employer by the employee and or employee's designated Association representative. The responsible official shall issue a written decision to the employee within 15 working days.

(d) If the employee is still aggrieved and no satisfactory settlement has been reached at this point, the employee and/or the employee's Association representative shall within 15 working days submit the grievance to the Deputy Administrator, Plant Protection and Quarantine, Animal and Plant Health Inspection Service, Washington, D.C or designee. The Deputy Administrator or designee will attempt to resolve the grievance within 30 working days of receipt and shall provide a written decision to the employee and/or the employee's Association representative.
(e) If the grievance cannot be resolved to the employee's satisfaction by the Deputy Administrator, the Association may invoke arbitration.

Section 4. Grievance Filed by the Employer

(a) Grievances relating to the interpretation or application of this Agreement or the policies of the Association shall be submitted in writing to the President of the Association within 15 working days of the occurrence of the event on which the grievance is based, or after informal efforts have been made to resolve the

issues whichever date is later. It must state specifically and in detail the nature of the grievance, previous efforts made to resolve the grievance, the results thereof, and the corrective action desired. The grievance must be signed by the Deputy Administrator or designee. The President of the Association shall attempt to resolve the grievance within 15 working days of its receipt.
(b) If no satisfactory settlement is reached in (a) above, the Employer may within 15 working days, invoke arbitration in accordance with the provisions of Section 5.

Section 5. Arbitration Procedure

(a) The grievance may be submitted to arbitration by either party upon written notification to the Deputy Administrator. This must be done within 15 working days after receipt of the Deputy Administrator's decision or the decision of the Association President.
(b) Upon receipt of notice that the Association wishes to take a grievance to arbitration, the Employer shall request that the Federal Mediation and Conciliation Service provide a list of 5 impartial persons qualified to act as arbitrator. The Employer and the Association shall confer within 10 working days after the receipt of said list for the selection of an arbitrator. Selection shall be made by each Party striking off one potential arbitrator's name from the list until one duly selected arbitrator remains. The Party proceeding first shall be selected by chance.
(c) The Employer and the Association each agree to pay 50 percent of the cost of the arbitrator's fee and expenses, and 50 percent of the cost of facilities (if non-Government). If either Party requests a transcript of the arbitration proceedings, the requesting party shall bear the cost.
(d) All employees involved in the hearing shall be on official time with no charge to leave or loss of pay if their presence is approved by the arbitrator. Witnesses shall be free from coercion, intimidation, or reprisal by either Party.
(e) Each Party shall bear the expense of transportation and per diem for the witnesses which they call to testify on their behalf.
(f) The arbitrator's award shall be binding on both Parties subject to appeal of the decision by either party to the Federal Labor Relations Authority.
(g) Any dispute over the application of an arbitrator's award will be returned to the arbitrator for settlement. The arbitrator in his/her award shall have no power to amend or modify (1) this Agreement, (2) USDA, APHIS, or Employer policies listed in Article V as a Right of Management, or (3) those policies which are subject to statutory appeal procedures or otherwise excluded from the grievance procedure by Title V.

Section 6. Unfair Labor Practice

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

ARTICLE 24. Alternative Work Schedules

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

(1) The performance of work, quality of service and productivity is not diminished;
(2) There is no detrimental effect on cost;
(3) The efficiency of operations is not decreased; and
(4) When applicable, the majority of bargaining unit employees concur.

ARTICLE 25. Voluntary Reassignments

Section 1. Policy

When filling vacant positions by voluntary reassignments, the Employer retains the right to select from those who apply. Lateral reassignments shall be made at the expense of the employee.

Section 1.a. Reassignments

Any employee may submit a reassignment request to a desired work location for consideration when filling a similar vacant position. An employee must have at least eighteen months of service in their present position prior to requesting a reassignment. Requests will be considered, when vacancies are realized, and maintained for a period of one year or until the employee receives notification of the status of a vacancy; whichever is lesser.

Section 1.b. Hardships

Any employee may request a lateral transfer for reasons of personal hardship by submitting a written request, substantiating the hardship, to the National President or designee. The President shall provide a recommendation to the Associate Deputy Administrator (or designee) for a decision to the employee, with a copy to the National President or designee.

ARTICLE 26. Distribution of Agreement

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

ARTICLE 27. Duration and Extent of Agreement

Section 1. Duration

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

Section 2. Amendments/Modifications

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

Section 3. Reopener

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

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

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

In witness whereof the parties hereto affix their signatures below this 8th day of August 2014.

/S/ Rebecca A. Bech_____
For the Plant Protection and Quarantine
Rebecca A. Bech, Associate Deputy Administrator

/S/ Cynthia C. Ross_____
For the Union
Cynthia C. Ross, President NAPPQOSE

Memorandum of Understanding
Between the Animal and Plant Health
Inspection Service and the National
Association of Plant Protection and
Quarantine Office Support Employees

Re: Union dues withholding

The parties to this memorandum, the National Association of Plant Protection and Quarantine Office Support Employees, hereinafter referred to as NAPPQOSE, and the Animal and Plant Health Inspection Service, hereinafter referred to as APHIS, enter into this agreement for the purpose of establishing a mutually beneficial dues withholding agreement.

1. Any employee of the USDA who is included in an NAPPQOSE bargaining unit may make a voluntary allotment for the payment of dues to the NAPPQOSE. This Memorandum of Understanding shall be made a part of every current and future Local or National agreement and shall be the only authorized method for obtaining dues withholding. Disputes between management and the union regarding eligibility of an employee for dues withholding shall be referred to the Federal Labor Relations Authority for resolution.

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

3. The authorized NAPPQOSE official will certify on each SF-1187 that the employee is a member in good standing of the union; insert the amount to be withheld, and the union code number (12 representing NAPPQOSE); and submit the completed SF-1187 to the following designee and address, which may be changed at the discretion of APHIS: USDA APHIS, HRD Processing Attn: Union Organization Dues, Butler Square West, 5th Floor, 100 North 6th Street Minneapolis, MN 55403-1505. HRD Processing shall certify the employee’s eligibility for dues withholding, and will process the dues deduction effective as of the beginning of the first full pay period after receipt of the SF-1187.

4. Deductions will be made each pay period by the National Finance Center (NFC) and remittances will be made promptly each pay period to the National Office of the NAPPQOSE. The NFC shall also promptly forward to NAPPQOSE a listing of dues

withheld. The listing shall show the name of each member employee from whose pay dues were withheld, the amount withheld, and the code of the employing agency.

5. The amount of dues certified on the SF-1187 by the authorized Union official (see Section 4) shall be the amount of regular dues, exclusive of initiation fees, assessments, back dues, fines and similar charges and fees. One standard amount for all employees or different amounts of dues for different employees may be specified. If there should be a change in the dues structure or amount, the authorized union official shall notify the HRD. If the change is the same for all members of the local, a blanket authorization may be used which includes only the NAPPQOSE code (12), the Local number, the name and last four digits of the Social Security number of each member. The HRD shall promptly forward the certification to the NFC. The change shall be effected at the beginning of the first full pay period after the certification is received by the NFC. Only one such change may be made in any six month period.

6. Employees may voluntarily revoke an allotment for the payment of dues effective as of the first full pay period after their one (1) year anniversary of their first dues deduction by completing SF-1188, Cancellation of Payroll Deductions for Labor Organization Dues, and submitting it to HRD. HRD shall process the revocation so that it will become effective as of the first full pay period after the date of submission, provided that the employee verifies that he/she has had NAPPQOSE dues withheld for one year.

7. The Employer will terminate an allotment:

(a) As of the beginning of the first full pay period following receipt of notice that exclusive recognition has been withdrawn;

(b) At the end of the pay period during which an employee member is separated or assigned to a position not included in an NAPPQOSE bargaining unit;

(c) At the end of the pay period during which the HRD receives a notice from the NAPPQOSE or a Local of NAPPQOSE that an employee member has ceased to be a member in good standing;

(d) annually during the first full pay period of the employee's one (1) year anniversary of their first dues deduction after receipt of a written revocation of allotment (SF-1188 or memorandum), provided the employee verifies that he/she has had NAPPQOSE dues withheld for one (1) year.

8. The HRD and the employee members have a mutual responsibility to assure timely revocation of an employee's allotment for NAPPQOSE dues when the employee is promoted or assigned to a position not included in a bargaining unit represented by NAPPQOSE. If the dues allotments continue and the employee fails to notify the HRD,

the retroactive recovery of dues withheld from NAPPQOSE shall not be made, nor shall a refund be made to the employee.

9. This Memorandum of Understanding shall remain in effect for a period of two (2) years from its execution date and shall be automatically renewed for additional two (2) year periods, as long as NAPPQOSE holds exclusive recognition in USDA. Either party may notify the other party, in writing, prior to the expiration of this Memorandum of Understanding, of its intention to reopen, amend, or modify this document. In such a situation, this Memorandum of Understanding shall remain in full force and effect until a new Memorandum of Understanding has been executed.

IN WITNESS WHEREOF, the undersigned adopt the Collective Bargaining Agreement on this 8th day of August 2014.

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

Cynthia C. Ross,
National President
NAPPQOSE, Chief Negotiator

Stephanie J. Droke,
Western Region Vice President
NAPPQOSE

Sophia A. Tutein
Eastern Region, Vice President
NAPPQOSE

For Plant Protection and Quarantine (PPQ)

Rebecca A. Bech,
Associate Deputy Administrator
USDA, APHIS, PPQ

Carlos Martinez
Associate Executive Director, PPQ
USDA, APHIS, PPQ

Peter B. Brownell,
Labor Relations Specialist
USDA, APHIS, Chief Negotiator