

AGREEMENT

BETWEEN

NATIONAL ANIMAL DISEASE CENTER  
CENTRAL PLAINS AREA  
AGRICULTURAL RESEARCH SERVICE  
UNITED STATES DEPARTMENT OF AGRICULTURE

AND

LOCAL NO. 2315  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
AFL-CIO  
AMES, IOWA

2

## TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	3
ARTICLE I PURPOSE, RECOGNITION AND UNIT DESCRIPTION	4
ARTICLE II RIGHTS AND OBLIGATIONS OF THE CENTER	4
ARTICLE III RIGHTS OF EMPLOYEES	5
ARTICLE IV UNION REPRESENTATION	5
ARTICLE V MATTERS APPROPRIATE FOR NEGOTIATIONS	6
ARTICLE VI LABOR MANAGEMENT COMMITTEE	6
ARTICLE VII DUES DEDUCTION	7
ARTICLE VIII PUBLICITY	7
ARTICLE IX USE OF OFFICIAL FACILITIES	7
ARTICLE X GRIEVANCE PROCEDURE	8
ARTICLE XI ARBITRATION	10
ARTICLE XII TOURS OF DUTY AND OVERTIME	11
ARTICLE XIII PROMOTIONS/DETAILS	12
ARTICLE XIV POSITION CLASSIFICATION	12
ARTICLE XV LEAVE	13
ARTICLE XVI TRAINING	13
ARTICLE XVII EQUAL EMPLOYMENT OPPORTUNITY	14
ARTICLE XVIII REDUCTION IN FORCE	14
ARTICLE XIX PERFORMANCE APPRAISAL	15
ARTICLE XX EMPLOYEE ASSISTANCE PROGRAM	15
ARTICLE XXI SAFETY AND HEALTH	16
ARTICLE XXII ENVIRONMENTAL DIFFERENTIALS	17
ARTICLE XXIII DURATION OF AGREEMENT	17
SIGN OFF SHEET	18

PREAMBLE

The Employer and the Local agree that the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency. The parties also agree that the well-being of employees and the efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the condition of their employment.

The parties further agree that the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials. Subject to law and paramount requirements of public service, effective labor-management relations within the Federal Service require a clear statement of the respective rights and obligations of labor organizations and agency management.

With the foregoing in mind, and in accordance with Executive Order 11491, as amended by Executive Order 11616, this agreement and such amendments and supplementary agreements as may be agreed upon hereunder from time to time will constitute a labor-management relations agreement between Local 2315, American Federation of Government Employees, hereinafter referred to as the Local, and the National Animal Disease Center (NADC), Ames, Iowa hereinafter referred to as the Employer.

ARTICLE I Purpose, Recognition, and Unit Description

Section 1. This Agreement is entered into between the National Animal Disease Center, Agricultural Research Service, U.S. Department of Agriculture, hereinafter referred to as the "Center," and Local 2315, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the "Union," and collectively called the "parties."

Section 2. The relationship between the parties and this agreement is established in accordance with the letter of recognition dated December 24, 1964, from C. A. Manthei, Director, to Melvin W. Benshoof, President, Lodge 2315, AFGE.

Section 3. The representation unit covered by the recognition is composed of all employees of the National Animal Disease Center, Ames, Iowa, Agricultural Research Service, and all employees of the National Veterinary Services Laboratories, Animal and Plant Health Inspection Service, Ames, Iowa, except management officials, supervisors, and professional employees.

Section 4. It is understood that this Agreement and its various provisions apply only to Agricultural Research Service employees in the unit at the National Animal Disease Center and does not apply to employees of the Animal and Plant Health Inspection Service whether located at the National Animal Disease Center or elsewhere in the Ames, Iowa, commuting area.

Section 5. In the administration of personnel policies and practices, the Center is governed by the provisions of this agreement and law, rule, and regulation (i.e., Directives). References to and citations of Directives are provided for information only and are not considered a part of this agreement.

ARTICLE II Rights and Obligations of the Center

Section 1. Management officials of the Agency retain the right, in accordance with 5 U.S.C. 7106(a):

- "(1) to determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and
- (2) in accordance with applicable laws -
  - (A) to hire, assign, direct, layoff, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  - (B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations will be conducted;
  - (C) with respect to filling positions, to make selections for appointments from -
    - (1) among properly ranked and certified candidates for promotion; or
    - (2) any other appropriate source; and
  - (D) to take whatever action may be necessary to carry out the Agency mission during emergencies."

Section 2. Management officials and supervisors retain the right to meet with unit employees and without the presence of a union representative concerning any matter not covered by 5 U.S.C. 7114(a)(2). [See Article IV, Section 2.]

Section 3. The Employer agrees to provide the Local with a list of the names, grades, position titles, and organization units of all ARS employees in the unit. The employer also agrees to update the list on a monthly basis.

#### ARTICLE III Rights of Employees

Section 1. As provided in 5 U.S.C. Section 7102: "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 under this chapter [5 U.S.C. 71], such right includes the right --

"(1) to act for a labor organization in the capacity of a representative and the right, in that capacity, to present 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

(2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter [5 U.S.C. 71]."

Note: "conditions of employment" refers to personnel policies, practices, and matters affecting working conditions.

#### ARTICLE IV Union Representation

Section 1. In accordance with 5 U.S.C. 7114(a)(1), the Union "is the exclusive representative of the employees in the unit it represents and is entitled to act for, and negotiate collective bargaining agreements covering, all employees in the unit. An exclusive representative is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership."

Section 2. In accordance with 5 U.S.C. 7114(a)(2), the Union "shall be given the opportunity to be represented at --

(A) any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general conditions of employment; or

(B) any examination of any employee in the unit by a representative of the agency in connection with an investigation if - (i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and (ii) the employee requests representation."

Section 3. The Union will designate an adequate number of representatives so that each employee will have reasonable access to a Union representative. The Union will supply the Center with a roster of the names of the designated Union representatives and officers, and will post a copy of the roster on the Bulletin Boards. The Union will notify the Center of any change in the roster.

Section 4. When a Union representative is requested to act as a representative, the time of the absence from work will be approved by the supervisor.

The Union representative shall notify his/her supervisor at the time of leaving and also upon return. When it is necessary for a Union representative to enter a department other than the representative's own, the representative shall report to the supervisor of the department entered.

When a Union representative is required to be away from work as provided in this Article, sufficient time shall be allowed for the Center to arrange for the continuance of the work. Procedural time limits contained in this agreement will be delayed one day for each workday required to arrange continuance of the work.

#### ARTICLE V Matters Appropriate for Negotiations

Section 1. The Center will follow the procedures below prior to implementing any proposed new, or changes to established, personnel policies and practices and other matters affecting the working conditions of employees in the unit, including past practices that are within the discretion of the Center Director and that are not in conflict with the provisions of the Agreement.

- A. The Union will be advised of proposed new, or changes to established, personnel policies and practices sufficiently in advance to permit thorough discussion of the matter.
- B. The Union will be given the opportunity to discuss the proposal with appropriate Center supervisors and management officials, and in Labor-Management Committee meetings, and may make written or oral comments, suggestions or alternative proposals.
- C. The Center will give serious, good-faith consideration to any views or proposals raised by the Union prior to making any decision with respect to the implementation of the proposal.
- D. Except by mutual consent, the parties agree to defer negotiations over new or changes to established personnel policies, practices and working conditions affecting unit employees promulgated or implemented under this section during the initial term of this Agreement.

Section 2. The provisions of Section 1 do not defer or limit the Union's right to negotiate over the impact of the proposed new, or changes to established, personnel policies and practices and other matters affecting the working conditions of employees in the unit.

Section 3. When it has been determined that an impasse has been reached, the parties agree to follow the procedures of Section 7119(a) and (b)(1) and (2) of 5 U.S.C.

#### ARTICLE VI Labor-Management Committee

Section 1. A joint Labor-Management Committee shall be established consisting of not more than three (3) members selected by the Union and an equal number selected by the Center. Except by mutual consent, the Committee will meet monthly. Agenda items will be submitted by both parties three (3) workdays in

advance of each meeting. Union representatives, if otherwise in a duty status, will be on official time during the meetings.

Section 2. Nothing contained in this Agreement shall preclude the parties from meeting as often as is mutually agreed to resolve emergency problems that may arise.

Section 3. The Joint Labor-Management Committee shall have as its purpose and give consideration to such matters as: the interpretation and application of this agreement; the interpretation and application of rules, regulations, and policies; the correction of conditions causing complaints and misunderstanding; the encouragement of good human relations and employee-supervisor relationships; the promotion of education and training; the betterment of employee working conditions; and the strengthening of employee morale, etc. However, it is agreed that individual grievances will not be taken up during committee meetings.

#### ARTICLE VII Dues Deduction

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 American Federation of Government Employees.

#### ARTICLE VIII Publicity

Section 1. The Union will be furnished secured bulletin board space at the front entrance to Building 1, and provided designated space on bulletin boards at the central work sites in the Center.

Section 2. Copies of this Agreement will be furnished to all unit employees, to new employees, and to the supervisory and management personnel responsible for administering or interpreting this Agreement. A reasonable number of copies will also be furnished to the Union for its use. The cost of printing this Agreement shall be borne by the Employer.

Section 3. The Center will advise each new unit employee of the status of the Union as the exclusive representative, and the name and telephone number of the appropriate steward.

#### ARTICLE IX Use of Official Facilities

Section 1. At the request of the Union, the Center will provide facilities for official meetings of the Union during the non-duty hours of the employees involved. The Center also will make available space for organizing drives (not more than two per year), luncheon meetings, Union training and workshops, and use of the grounds for picnics provided: (1) the request is made in advance; (2) it does not conflict with official functions; and (3) the activity occurs on Monday-Friday adjacent to the standard hours of work.

Section 2. Subject to space requirements, the Center agrees to provide the use of a locked filing cabinet for the storage of Union materials; such cabinet will be located in a mutually agreeable location.

Section 3. Union representatives will be permitted to use Center telephones to contact unit employees and management representatives in the exercise of authorized representational activities.

Section 4. Monthly union meetings may be publicized to employees via the public address system. Additional Union announcements may be made subject to advance Center approval.

#### ARTICLE X    Grievance Procedure

Section 1. The purpose of this Article is to provide a fair and mutually acceptable method for the settlement of grievances within the scope of P.L. 95-954, 5 U.S.C. Chapter 71 and this Article (Sections 2 & 3 below). This negotiated procedure shall be the exclusive procedure available to the parties and employees in the unit for resolving such grievances, except as otherwise noted. As required by 5 U.S.C. 7121(b)(3): (1) this procedure is available for use by the exclusive representative in its own behalf or on behalf of any employee in the unit; (2) employees may present grievances on their own behalf, although the Union has the right to be present during the grievance proceeding; and (3) any grievance not satisfactorily settled under this grievance procedure may be taken to binding arbitration under Article XVII by either the Union or Management.

Section 2. As provided by Title 5, U.S. Code 7103(a)(9), "'grievance' means and complaint--

- (A) by any employee concerning any matter relating to the employment of the employee;
- (B) by any labor organization concerning any matter relating to the employment of any employee; or
- (C) by any employee, labor organization or agency concerning--
  - (i) the effect or interpretation, or a claim or breach of a collective bargaining agreement; or
  - (ii) any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment."

Section 3. This procedure shall not apply to any grievance concerning:

- (1) any claimed violation of subchapter III of Chapter 73 of Title 5 U.S.C. (relating to prohibited political activities);
- (2) retirement, life insurance, or health insurance;
- (3) a suspension or removal under Section 7532 of Title 5 U.S.C.;
- (4) any examination, certification, or appointment;
- (5) the classification of any position that does not result in the reduction in grade or pay of an employee;
- (6) the content of published Agency regulations and Agency policy (with the exception of the application of such Agency regulations and policies which is grievable);
- (7) nonselection for promotion from a group of properly ranked and certified candidates (does not prohibit grievances relative to certification and ranking process);

- (8) a proposal notice of an action prior to the time the action is taken;
- (9) an action which terminates a temporary promotion within a maximum period of 2 years and returns the employee to the position from which the employee was temporarily promoted, or reassigns or demotes the employee to a different position that is not at a lower grade or pay than the position from which the employee was temporarily promoted;
- (10) non-adoption of a suggestion or disapproval of a Quality Salary Increase, performance award, or other kind of honorary or discretionary award;
- (11) the separation of an employee serving a probationary or trial period or the termination of a non-permanent employee;

Section 4. Employee may grieve matters covered by Section 2302(b)(1) [discrimination], 4303 [performance-based adverse actions], and 7512 [conduct-based adverse actions] of 5 U.S.C. under this procedure or under the statutory procedure, but not both. For matters covered by Section 2302(b)(1), an employee will have exercised the option upon timely initiating an action under the applicable statutory procedure or timely filing a written grievance at the appropriate level of this procedure, whichever occurs first. In regard to Sections 4303 and 7512, an employee will have exercised the option upon timely filing of appeal under the statutory procedure, or timely filing of a written grievance at the appropriate level of this procedure, whichever occurs first.

Section 5. Employees and Union representatives will be allowed a reasonable amount of official time to discuss, investigate, and present grievances to management in accordance with the provisions of this Article. The filing of a grievance will not be construed as reflecting unfavorably on the employee's conduct or performance.

Section 6. The parties agree to raise any question of grievability or arbitrability of a grievance prior to or in the written answer in step 3 of this procedure. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

Section 7. The following procedure covers grievances over the interpretation and application of this agreement and over matters within the discretion of the Center Director.

Step 1. An aggrieved employee is required to seek informal resolution of his grievance with his immediate supervisor within fifteen (15) workdays of the event, or his knowledge of the event, giving rise to the grievance. The employee may request that a Union steward be present to discuss the matter with the supervisor.

Step 2. If no satisfactory settlement is reached within five (5) workdays, the employee and/or his representative shall have five workdays in which to reduce the grievance to writing and present it to the Laboratory Chief or the Service Head, as appropriate, who will discuss the grievance with the party (parties) involved and take any additional steps necessary to acquire information and/or resolve the grievance. If no satisfactory settlement is reached, a written determination on the grievance will be issued within five (5) workdays of receipt of the written grievance. If an employee presents a grievance, the Union will be informed and may have an observer present during this procedure.

Step 3. Within seven (7) workdays of receipt of the written decision of the Step 2 supervisor, the employee or the Union may refer the grievance to the Center Director, providing the information contained in Step 2. The Center Director may take any steps necessary to acquire additional information and/or to resolve the grievance informally, including consultation with appropriate officials. If no satisfactory settlement is reached within seven (7) workdays of the receipt of the grievance, the Center Director will issue a written decision. This is the final determination within the Agency.

Section 8. The following procedure is for grievances beyond the authority of the Center Director but within the authority of the Area Director (AD).

Within 15 workdays from the date of the event (or knowledge thereof) giving rise to the grievance, an employee (or designated union rep.) may file a written grievance to the AD. The AD will have 30 calendar days from date of receipt of the grievance to make appropriate inquiries and issue a written decision.

Section 9. The following procedure is for grievances beyond the authority of the AD but within the authority of the Administrator, ARS.

Within 15 workdays of the event (or knowledge thereof) giving rise to the grievance, or within 15 workdays from the effective date of any disciplinary action, an employee (or designated union rep.) may file a written grievance to the Administrator, ARS. The Administrator will be allowed 60 calendar days from the date of receipt of the grievance to make appropriate inquiries and to issue a written decision.

Section 10. At a minimum, grievances required to be in writing shall contain:

- (1) the employee's name, title, and work location;
- (2) a description of the grievance;
- (3) whether the employee is represented by the Union and, if so, the name of the contact person;
- (4) the desired relief.

Section 11. The time limits in this Article may be extended by mutual agreement. Failure of management to observe the time limits for any level in the grievance procedure will entitle the employee or representative to present the grievance at the next level. Failure of the employee or representative to observe the time limits for any level in the grievance procedure will entitle management to consider the grievance resolved.

Section 12. Grievances that impact on more than one employee will be initiated at the lowest step of the grievance procedure at which management has control over the matter (e.g., step 2 or step 3).

#### ARTICLE XI Arbitration

Section 1. If the decision of the Center Director, Area Director, or Administrator, ARS, is unsatisfactory, the Union may refer the grievance to arbitration within thirty (30) calendar days after receipt of the decision.

Section 2. Within ten (10) workdays after the request for arbitration is received, either party shall prepare a request to Federal Mediation and Conciliation Service to submit a list of seven (7) qualified arbitrators to the

parties. Within ten (10) workdays after receipt of the list, the parties will select one Arbitrator from the list either by mutual agreement or by alternately striking names.

Section 3. The arbitrator shall be the sole judge of the procedures to be followed in the hearing and deciding of the grievance. Arbitration hearings will normally be held at the Center during the regular day shift hours of the basic workweek. Employees who are called to testify as witnesses at a hearing shall suffer no loss of pay if they are otherwise in an active duty status.

Section 4. An arbitrator will not: add to, subtract from, change, or modify any provisions of this agreement; or change ARS or Department of Agriculture policy or regulations. An arbitrator will order the abatement of a safety and health hazard and may recommend or suggest an abatement procedure; however, the arbitrator will not mandate the particular abatement procedure.

Section 5. The decision of the arbitrator is binding except that either party may appeal the award to the Federal Labor Relations Authority in accordance with the regulations prescribed by the Authority and in accordance with the regulations of the Department and ARS. The appealing party will notify the other party of such an appeal.

Section 6. All fees and expenses of the arbitration shall be borne equally by the parties. Transcripts will be made of arbitration hearings over matters covered under Sections 2302(b)(1), 4303, and 7512 of 5 U.S.C., and the cost will be shared equally. Transcripts of arbitration hearings over other matters may be requested by either party; this cost will be paid by the requesting party.

#### ARTICLE XII Tours of Duty and Overtime

Section 1. Standard tours of duty for full time employees shall meet all of the conditions and requirements listed below:

- a. Assignments to tours of duty shall be scheduled in advance over periods of not less than 2 weeks.
- b. The basic workweek of 40 hours shall consist of 5 days, Monday through Friday, and the 2 days outside the basic workweek shall be consecutive.
- c. The clock hours of the working day shall be the same for each day of the basic workweek.
- d. The basic workweek shall not be altered because of the occurrence of a holiday.
- e. Off-duty breaks of more than 1 hour shall not be scheduled in any basic workday.

Section 2. Payment of overtime is prescribed in Directive 452.3. The conditions for establishing nonstandard tours of duty are prescribed in Directive 402.1. Copies of these regulations are available for review by Union officials and unit employees in the Administrative Office.

Section 3. Overtime work will be distributed as equally as possible among qualified employees of the same job series in the same organizational unit.

Section 4. Nonstandard tours of duty will normally be arranged to allow each unit employee two consecutive days off in each administrative workweek.

Section 5. When a Union official is required to perform work at various sites, the official will notify the switchboard operator as to the location the official may be reached.

#### ARTICLE XIII Promotions/Details

Section 1. Vacancy announcements for positions in the unit shall be displayed on Center bulletin boards for at least 10 calendar days prior to the closing date. The Local President shall be provided with a copy of vacancy announcements pertaining to the positions in the Unit.

Section 2. An employee at any time may apply for a promotion in advance of the vacancy occurring or at the time the vacancy actually exists. An employee who is absent from duty during the posting period due to leave for any reason will be considered if an application is filed on his/her behalf. The appropriate steward is responsible for reminding the appropriate supervisor of such absent personnel when announcements are posted.

Section 3. Supervisors will keep employees advised of weaknesses in their job performance and what the employees should do to improve their chances for promotion.

Section 4. It is understood that consistent hiring from external sources tends to adversely affect morale of employees in the unit. However, vacant unit positions shall be filled through the competitive promotion process or through other appropriate sources such as re-employment priority lists; handicapped individuals; Veteran Readjustment eligibles; individuals with appropriate OPM certification; and employees who have been previously demoted, transferred, reduced-in-force, or reassigned. The area of consideration will be administered in accordance with Directive 420.1.

Section 5. Unless provided by an employee in his/her application, accumulation of earned annual or sick leave shall not be a factor in the selection for promotion.

Section 6. Details will be administered under Directive 422.1. Included in this Directive is an explanation of a detail and examples of the proper uses of details. Supervisors and employees may review this Directive in the Administrative Office.

Section 7. Details to higher-graded positions will be processed under applicable rules and regulations.

#### ARTICLE XIV Position Classification

Section 1. A unit employee who feels that he/she is performing duties outside the scope of their position description, or that their position description is

inaccurately described or classified, may meet and discuss the matter with their immediate supervisor. If the employee remains dissatisfied, he/she may request an audit of the position, or file a classification appeal in accordance with the provisions of Directive 439.1 and this Article. The employee shall be furnished information on the appeal rights and procedures set forth in the Directive. The employee may elect to be represented by a Union representative in discussing the matter with the immediate supervisor or presenting an appeal.

Section 2. In connection with Section 1, position descriptions of unit employees will be made available to Union representatives upon request. In addition, the Center will promptly forward Union representative requests for information used in classifying unit positions, including job grading standards.

Section 3. When, due to a realignment of work forces, technological change, or implementation of new classification standards, unit employees are to be affected by a reduction in force, reassignment or downgrading, the Union will be given advance notification.

Section 4. Filing a classification appeal does not deprive the employee of the right to appeal any related adverse action through appeal procedures.

Section 5. It is understood that unit employee work assignments will vary as dictated by mission and budgetary constraints. However, assignments will not be based on nonmerit factors such as harassment or reprisal.

#### ARTICLE XV Leave

Section 1. Every reasonable attempt consistent with the work load will be made to satisfy the desires of the employees with respect to the approving of extended annual leave for special vacations.

Section 2. The Center will allow Union representatives to attend training sessions of a mutual benefit to the Center and the Union. Administrative excusal for this purpose shall apply to only those portions of the curriculum which are of mutual benefit. Total hours allowed each year of this Agreement will not exceed 80.

#### ARTICLE XVI Training

Section 1. The Center and the Union agree that the training and development of employees within the unit is a matter of primary importance to the parties. Through the procedures recommended by the Labor-Management Committee, the parties shall seek adequate training and development of all employees. Consistent with its needs, the Center agrees to develop and maintain forward-looking, effective policies and programs designed to achieve this purpose.

Section 2. When advance knowledge of the impact of pending changes in function, organization, and mission is available, it shall be the responsibility of the Center to plan for the retraining of employees involved.

Section 3. Sufficient advance notice will be given to the Union President when the installation of any equipment, machinery, or process would result in a major change of work assignments or require additional training.

Section 4. Training will be distributed fairly and equitably among unit employees within the same organizational unit. However, it is understood that training needs may vary among employees depending on skill levels and mission requirements.

Section 5. Selection for training that is required before an employee can be considered for promotion shall be in accordance with the provisions of Directive 420.1.

#### ARTICLE XVII Equal Employment Opportunity

Section 1. As provided by 5 U.S.C. Chapter 23, Merit System Principles. "All employees and applicants for employment should receive fair and equitable treatment in all respects of personnel management without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, or handicapping condition, and with proper regard for their privacy and constitutional rights."

To this end, the Center will promptly and impartially examine unit employee complaints of discrimination submitted either through the Discrimination Complaints procedure or the negotiated grievance procedure, and attempt informal resolution of the complaints wherever possible. No retaliation will be taken against identified complainants.

Section 2. The Union may designate a representative to the Center EEO Advisory Committee. The Committee shall meet at least quarterly. When serving on the committee, the Union representative shall be on official time if otherwise in a duty status.

Section 3. If the Center is invited to submit nominations for EEO Counselors, the Union will be notified and also given the opportunity to submit nominations.

Section 4. Unit employees should contact an EEO Counselor for information concerning their rights to representation in the EEO complaint procedure. (Does not pertain to the negotiated grievance procedure.)

#### ARTICLE XVIII Reduction in Force

Section 1. The Center agrees to notify the Union of an impending reduction in force affecting unit employees, at the same time the Personnel Division is notified. The Center will keep the Union advised of current information on the reduction in force. The Union will be furnished information regarding the position and competitive levels initially affected. The positions will be

identified by title, grade, and organizational subdivision. Information on the number of employees initially affected, the proposed effective date, and the reasons for the action will also be provided.

Section 2. Unit employee(s) and their Union representative will, upon request, be provided access to Master Retention Registers relative to actions affecting the employee.

Section 3. The Center agrees that upon request by the Union, it will negotiate on the impact prior to the effective date of a reduction in force.

Section 4. The Center will attempt to minimize the potential adverse effects of a reduction in force on unit employees by exploring other alternatives. These include, but are not limited to, attrition, early retirement, reassignment, and freezing vacancies. However, the parties recognize that these alternatives may not always be available.

Section 5. Reduction in force will be accomplished in accordance with applicable law, rule, regulation and D 425.2.

Section 6. Performance appraisals for affected unit employees that have not been completed prior to the time the retention register is finalized will not be submitted for use in the reduction in force.

#### ARTICLE XIX Performance Appraisal

Section 1. Supervisors shall establish employee performance standards and critical elements. Any unit employee alleging adverse effects by the application of the performance standards and critical elements may pursue the complaint under the negotiated grievance procedure. The application of performance standards will be made in a fair and objective manner.

Section 2. If at any time during the rating period a supervisor finds that an employee's performance is marginal or unacceptable, the supervisor will advise the employee of the specific deficiencies and provide a written plan to improve the employee's performance. The plan will include such measures as counseling and training. The employee will be given a reasonable period of time in which to bring their performance up to an acceptable level. The length of the period will be specified to the employee at the same time they receive their improvement plan. At the end of the period, the employee will be notified of their performance results.

Section 3. The performance appraisal process shall be administered under Directive 418.3 and this Agreement. Directive 418.3 will be made available for review by employees in the Administrative Office.

#### ARTICLE XX Employee Assistance Program

Section 1. The parties jointly affirm their support of the ARS Employee Assistance Program, administered under Directive 235.4. The program is available to bargaining unit employees who feel they have alcoholism, drug abuse, or emotional/behavioral problems. The parties recognize that the

treatment of these diseases under this program is in the best interests of the employees, the Union, and the Center.

Section 2. The Center will notify all unit employees annually in writing of the Employee Assistance Program and the name and telephone number of the EAP contact person.

Section 3. Where appropriate, unit employees will be assisted in preparing disability retirement applications should their condition(s) incapacitate them from performing assigned duties.

#### ARTICLE XXI Safety and Health

Section 1. The parties agree to cooperate in the furtherance of safety objectives. Consistent with the provisions of Section 19 of the Occupational Health and Safety Act, E.O. 12196, 29 CFR 1960, D 230.2, D 231.1, D 233.2, and D 235.1, the Center has a responsibility to provide and maintain for unit employees conditions of employment that are free of recognized hazards or conditions that may cause accidents, injuries or illnesses. Unit employees have a responsibility to comply with the referenced safety standards, rules and regulations and to use safety equipment which is provided by the Center.

Section 2. As provided by E.O. 12196, the Center "shall provide appropriate Safety and Health training for employees including specialized job safety and health training appropriate to the work performed by the employee."

Section 3. The Union may designate two (2) unit employee representatives to serve on the Center Safety and Health Committee. A copy of the Directive containing the duties and functions of the committee will be provided to each unit employee committee member. Union representatives will be on official time, when otherwise in a duty status, while performing committee functions and participating in training for committee members. Union-designated committee members will be provided with information which is relevant and necessary for carrying out committee responsibilities.

Section 4. Material Safety Data Sheets and Directives will be used by supervisors to inform unit employees of potential dangers and appropriate safety measures before the employees begin work with a chemical that may be hazardous to their health.

Section 5. As provided by E.O. 12196, the Center shall "assure that no employee is subject to restraint, interference, coercion, discrimination or reprisal for filing a report of an unsafe or unhealthy working condition, or other participation in an Agency occupational safety and health program."

Section 6. A unit employee who suffers a job-connected injury or illness will be promptly informed of the procedures for filing a claim under the Federal Employee's Compensation Program. The employee will also be informed of leave options, including continuation of pay (COP), sick leave, annual leave and leave without pay.

Section 7. If an employee believes that a hazardous situation or condition would create imminent danger while performing an assignment, the employee

should immediately contact the supervisor and may refrain from completing the assignment until the employee has discussed the problem with the supervisor. If the employee and the supervisor disagree over whether the work situation is safe or unsafe (or if the supervisor is unable to decide the issue) and the employee believes that serious injury could result, the matter may be immediately referred to the next level supervisor for a decision. At the same time, the Center Safety Officer will be asked to render assistance. If the decision is that the condition does not pose an imminent danger, the instruction to return to work shall be in writing and contain a statement declaring the area or assignment to be safe.

Section 8. When a unit employee is assigned duties beyond the visibility of other employees, the supervisor shall ensure that periodic checks are made.

Section 9. The Center agrees to assure response to unit employee or Union representative reports of unsafe or unhealthful working conditions in accordance with E.O. 12196 and 29 CFR 1969.

#### ARTICLE XXII Environmental Differentials

Either the Union or the Center may bring to the other's attention a work situation that it considers subject to coverage under payable categories of hazardous working conditions as prescribed by FPM 532, Appendix J. It will notify the other of the title, location, and nature of the hazard to justify payment of environmental differential. Within five (5) days of receipt of the other's position, the parties shall meet for the purpose of discussing the issue.

#### ARTICLE XXIII Duration of Agreement

Section 1. The effective date of this Agreement and any supplement or amendment thereto, shall be the date of its approval by the Director of Personnel, U.S. Department of Agriculture. Any Agreement not approved or referred to the parties for further negotiations by the thirtieth (30th) day after execution by the parties will become effective on the thirty-first (31st) day.

Section 2. The duration of this Agreement shall be for a period of 2 years from the date of its approval. This Agreement shall be automatically renewed on its anniversary date and on subsequent anniversary dates unless either party gives written notice to the other, not more than 105 or less than 60 days prior to the anniversary date, that they wish to modify the Agreement. The specific Articles or subjects to be changed shall be included in the written notice. If negotiations are not concluded prior to the expiration date, this Agreement will remain in effect for ninety (90) calendar days and may be extended thereafter by mutual consent in increments of ninety (90) calendar days.

Section 3. At the request of either party, amendments to this Agreement may be negotiated at any time as a result of legal or regulatory changes which conflict with this Agreement. The specific changes proposed shall be included in the request. The parties will meet within thirty (30) days to negotiate the proposal.

FOR THE CENTER

FOR THE UNION

Phillip A. O'Berry  
P. A. O'Berry  
Director, NADC

Roger P. Gealow  
Roger P. Gealow  
President, AFGE Local 2315

James I. Brunger  
James I. Brunger  
Chief Negotiator

Charlotte Rains  
Charlotte Rains  
Chief Negotiator

George Lambert  
George Lambert  
Negotiator

JAnn Wilkinson  
JAnn Wilkinson  
Negotiator

Harry A. Brunner  
Harry A. Brunner  
Negotiator

Leo D. Oppedah  
Leo D. Oppedah  
Negotiator

Shannon C. Whipp  
Shannon C. Whipp  
Negotiator

Duane M. Paulson  
Duane M. Paulson  
Negotiator

February 22, 1985  
Date

Approved by the Office of Personnel, U.S. department of Agriculture, and effective March 20, 1985.

## MEMORANDUM OF AGREEMENT

July 18, 1990

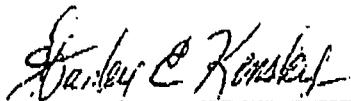
APHIS, NVSL  
ARS, NADC  
AFGE Local 2315  
Ames, Iowa

1. The following procedures apply to circumstances in which the President of AFGE Local 2315 (AFGE) is employed by one activity (i.e., either APHIS, NVSL or ARS, NADC) and is performing representational duties at the other activity (i.e., either NVSL or NADC, as applicable). In agreeing to these procedures, the Union recognizes that it is limiting its 5 USC 7131(a) rights to official time as they apply to representational activities performed by Union officials employed by one activity at the other activity, and further recognize that these procedures may be used only by the Union President, except as otherwise provided below:

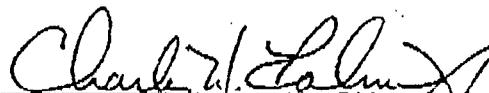
- A. In management initiated meetings/activities where the presence of the AFGE President is requested by management of the activity not employing the AFGE President during the President's normal working hours, or in all-employee meetings of that activity initiated by management, and where official time for the President's presence is approved by the Directors/designees of both activities, the President may attend such meetings on official time at the President's discretion with no charge to the bank of official time hours to be described in B, below.
- B. In instances where management of the other activity does not initiate the meeting at that activity, but the President desires to attend such a meeting during the President's normal duty hours on official time where (a) an on-site AFGE representative is unavailable, or (b) an on-site AFGE representative, for whatever reason, does not attend, the President may attend such meeting on official time. However, the President's official time for this purpose will be charged to a bank of official time not to exceed 25 hours per calendar year.
- C. If the President is available, but chooses not to attend a meeting of the type described in A above, the AFGE may not substitute another Union representative from the activity employing the President to attend such a meeting on official time in place of the President. However, in the President's absence, the AFGE may substitute another Union representative from the activity employing the President to attend a meeting described in A above on official time in place of the President.

D. The parties further agree that the President will not participate on official time in end-term negotiations for a new negotiated agreement at the activity not employing the President, and that the President cannot use the bank of official time described in B above, for this purpose. However, if the President wishes to participate in mid-term negotiations (e.g., management initiated mid-term policy changes) at the activity not employing the President, and the management of that activity does not request the President's presence at such negotiations, the President may still attend such meetings on official time but the time spent at such meetings will be charged to the bank of official time described in B above.

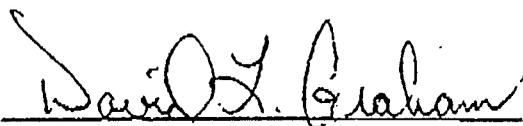
2. Based on the above, APHIS, NVSL and ARS, NADC agree to withdraw their joint petition in FLRA Case No. 7-RA-00003, and the AFGE agrees to withdraw its unfair labor practice charge in FLRA Case No. 7-CA-00003.



Stanley E. Kensky  
Labor Relations Specialist  
for National Veterinary  
Services Laboratories,  
Animal and Plant Health  
Inspection Service, USDA



Charles H. Palmer, Jr.  
Labor Relations Specialist  
for National Animal Disease  
Center, Agricultural Research  
Service, USDA



David L. Graham, President  
for American Federation  
of Government Employees,  
AFL-CIO, Local 2315

July 18, 1990



March 23, 2012

United States  
Department of  
Agriculture

Office of the  
Assistant Secretary  
for Administration

Office of  
Human Resources  
Management

1400 Independence  
Avenue SW  
Washington, DC  
20250-9600

TO: Edward Knipling, Administrator  
Agricultural Research Service (ARS)

CC: Lisa Baldus, Acting Deputy Administrator for Management  
ARS

Kurt Zuelke, Director  
National Animal Disease Center  
ARS

Karen Messmore, Director  
Office of Human Resources Management

Jack Burns, Labor Relations Officer  
ARS

Rebecca Miller, President  
American Federation of Government Employees, Local 2315

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

SUBJECT: Review of Executed Memorandum of Understanding between the U.S. Department of Agriculture, Agricultural Research Service, National Animal Disease Laboratories and the American Federation of Government Employees Local 2315 regarding the SharePoint Site

Dr.. Knipling:

On behalf of the Secretary of Agriculture and in accordance with 5 U.S.C. § 7114(c), the subject Memorandum of Agreement (MOU) executed March 7, 2012, has undergone Agency Head Review. After review of the negotiated provisions, the Department finds them to be consistent with applicable laws, rules and regulations. Therefore, the MOU submitted by the parties for Agency Head Review is approved. The MOU shall have the effective date of this memorandum.

If you have any questions regarding this matter, please do not hesitate to contact me.

