

A Collective Bargaining Agreement

Between

Office of the Administrator
Food Safety and Inspection Service
U.S. Department of Agriculture

and

The National Joint Council of Food Inspection Locals
The American Federation of Government Employees (AFL-CIO)

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PREAMBLE

Whereas the right of Federal employees to organize, bargain collectively and participate through labor organizations in decisions which affect them, with full regard for the public interest and the effective conduct of public business, exists by statute; and

Whereas the well-being of employees and efficient administration of Government are benefited by providing employees the right to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

Whereas the Service and the Union intend to continually improve their relationship so that such relationship can be viewed as a model in the implementation of the intent of Title VII of the Civil Service Reform Act of 1978; and Whereas effective labor-management relations within the Federal Service requires a clear statement of the respective rights and obligations of the Union and Service management;

Therefore, with the foregoing in mind and in accordance with the provisions of Title VII of the of the Civil Service Reform Act of 1978, the Union and the Service, having identified their respective roles and responsibilities and the policies, procedures, and methods that will govern their working relationship, do hereby enter into this Agreement which together with any supplemental or subordinate agreements or other understandings negotiated pursuant thereto shall constitute a Collective Bargaining Agreement between the Parties.

ARTICLE I--RECOGNITION, PARTIES TO THE AGREEMENT AND DEFINITION OF THE UNIT

Section A-- Recognition

This Agreement is made and entered into under the authority granted in Title VII of the Civil Service Reform Act of 1978 and in consideration of the grant of recognition dated October 24, 1968. Such grant to the National Joint Council of Food Inspection Locals, American Federation of Government Employees, was effected by the Deputy Administrator, Consumer Protection Program, and the Administrator, Consumer and Marketing Service in a letter addressed to Mr. John F. Griner, National President, American Federation of Government Employees, AFL-CIO. Due to a realignment of the meat and poultry inspection programs into the Animal and Plant Health Inspection Service, the Associate Administrator, Meat and Poultry Inspection Program, in a letter dated October 10, 1972, addressed to the Chairman of the Council, continued the grant of exclusive recognition. Subsequently, effective March 14, 1977, the Secretary of Agriculture established the Food Safety and Quality Service (FSQS) and assigned the meat and poultry inspection functions to the new agency. By letter of August 4, 1977, the Administrator, FSQS, continued the grant of exclusive recognition previously accorded.

Section B--Parties to the Agreement:

The Parties to this Agreement are the Office of the Administrator, Food Safety and Inspection Service, U.S. Department of Agriculture (hereinafter referred to as the Service) and the National Joint Council of Food Inspection Locals (hereinafter referred to as the Union, collectively, and the Council, specifically) affiliated with the American Federation of Government Employees (AFL-CIO). Primary responsibility and authority for negotiating and administering this Agreement rests with the Office of the Administrator, Food Safety and Inspection Service, and the representatives of the Union. The National Office, AFGE, will represent the Union in appropriate dealings with the U.S. Department of Agriculture.

Section C--Unit Definition:

This Agreement is applicable to all permanent full-time food inspectors and food technologists in the field service of Inspection Operations, Food Safety and Inspection Service, U.S. Department of Agriculture, except veterinarians, non-veterinary inspectors, and food technologists in supervisory positions. This group of employees forms the representation unit.

ARTICLE II--UNION RIGHTS

Section A--Recognition of Rights

The Union shall be the instrument through which unit employees participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment. The Service recognizes these rights of the Union and agrees to deal in good faith with the Union representatives on such matters.

Section B--Mid-Term Negotiations:

The Service recognizes the right of the Union to negotiate with respect to changes to conditions of employment. In accordance with Title VII of the Civil Service Reform Act of 1978, this right includes the Union's negotiating fully on the substance and/or impact of change initiated by the Service, as appropriate.

Section C--Representation at Formal and Disciplinary Discussions:

The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Service and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

It is recognized that an informal discussion between an employee and a supervisor of a personal nature would not ordinarily be considered a formal discussion.

Section D--Presentation of Views:

The Union has the right to present its views orally and/or in writing on representation matters which affect working conditions, changes in policy or procedures.

Section E--Employee Representation:

The Union shall be responsible for representing the interest(s) of all unit employees without discrimination or regard to membership in the Union.

Section F--Freedom from Interference:

The Service shall in no way restrain, interfere with, coerce, or discriminate against designated representatives of the Union in the exercise of their responsibilities as representatives for the purpose of collective bargaining, processing grievances, furthering effective labor-management relationships, or acting in accordance with applicable regulations and agreements on behalf of the Union, an employee or group of employees within the bargaining unit.

Section G--Challenges:

The Service, in consideration of the rights of the Union, agrees not to enter into a discussion with, or assist any other labor organization seeking recognition for unit employees until such organization has filed a valid petition with the Federal Labor Relations Authority which raises a genuine question of representation and said petition has been accepted by the Federal Labor Relations Authority.

Section H--Rosters:

The Council shall, upon request, furnish a current roster of its officers and a list of local presidents and their mailing addresses to the Service.

Section I--Outside Organizations:

The Parties agree that representatives of outside organizations will not be included in labor-management meetings between the Parties except by mutual agreement.

Section J--Representation at Advisory Group Meetings:

The Chairman of the Council shall be notified as soon as possible in advance of advisory group meetings dealing with meat and poultry inspection activities which are open to the public. When official minutes are kept of such meetings, the Council, upon request, will be furnished a copy.

ARTICLE III--EMPLOYEE RIGHTS AND BENEFITS:

Section A--Protection of Rights:

Unit employees shall have the protection of rights afforded all permanent full-time Federal employees. Additionally, both Parties agree to abide by all written understandings reached by the Parties with regard to such employees.

Section B--Freedom from Reprisal:

Each employee, without exception, has the right, freely and without penalty or reprisal, to form, join and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in Title VII of the Civil Service Reform Act, the right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the Congress, and other appropriate authority. The Service shall take the action required to assure that employees are apprised of their rights and that no interference, restraint, coercion or discrimination is practiced to encourage or discourage membership in the Union.

Section C--Accountability:

Except as approved by law or regulation, employees are accountable only for the performance of duties as described in their official position description. The conduct of employees off the job shall not be a concern of the Service unless the conduct is of such nature as to preclude an employee from satisfactorily performing his/her assigned duties or is violative of law or appropriate regulations.

Section D--Other Activities:

Employees shall have the right to engage in appropriate outside activities and employment if there is no violation of law or regulation. If employees engage in such activities or employment, appropriate reports shall be furnished as required by applicable regulations.

The Parties agree that employees should be given the opportunity to participate in such activities as bond drives, blood donor drives and other charitable programs. The Service and Union agree that participation will be on a completely voluntary basis. This shall not preclude general publicity or the distribution of such materials of these activities to the employee. The Service may require that employees participate in activities, meetings or undertakings that will further the development of skills, knowledge or abilities which improve their performance of present duties or those which they may be assigned. However, employees will not be required to participate on their own time.

Section E--Access to Union and Management Officials:

Employees shall have the right to contact their Union representative during duty hours in regard to a condition of employment. The supervisor shall make arrangements to relieve the employee for such contact in a timely manner. Resulting discussions shall be reasonable in length and shall not ordinarily exceed fifteen (15) minutes. Internal Union business will not be conducted during duty hours. Telephone contact between the employee and the Union representative shall not result in expense to the Service.

Employees shall have ready access to the next higher level of supervision and management officials. The Parties agree to encourage employees to present their work-related problems to the lowest level of supervision which can effectively deal with the problem. Employees shall have the right to communicate with the following offices or officials:

1. A supervisor or management official of a higher rank after discussion with the employee's immediate supervisor.

2. An EEO Counselor.
3. Personnel Office.
4. Area Office through the IIC on administrative matters.

The supervisor may request the employee to delay the contact for a just and valid reason. Telephone contact with management officials on work-related situations may be made at the expense of the Service.

Section F--Official Personnel Files:

The employee's Official Personnel File (OPF) will be maintained in the Personnel Operations Branch (POB), Minneapolis, Minnesota, and shall be controlled by the person appointed by management for that purpose.

Employees shall have the right to examine their OPF at a convenient place determined by the Service and upon written request by the employee. Employees also have the right to authorize their representative to review their OPF; such authorization must be in writing. Official Personnel Files must be reviewed in the presence of a management representative. This review should take place as soon as possible after a written request is made. Official Personnel Files are the property of the Office of Personnel Management, and the contents may not be removed, altered, or added to, except by proper authority.

Upon written request or authorization, employees shall also have the right to either obtain a copy of their OPF or have such copy provided to their authorized Union representative. Upon such requests or authorizations, the Service as soon as possible after the written request is made, will forward to the employee or their authorized representative, by certified mail, a copy of the OPF, together with the following covering statement:

"This is a complete copy of your OPF as maintained by the Personnel Operations Branch (POB), Minneapolis, Minnesota, consisting of ____ (number of) pages as of (date)."

The Service will ensure that individuals who have access to the OPF's are authorized to do so. The maintaining office will require authorized individuals to state the purpose of each OPF review. The privacy of the OPF shall be maintained by the responsible official. Employees will be afforded the opportunity to put on record in the file any statement they wish to make about unfavorable information contained in the OPF. Records, other than those on permanent file, shall be purged in accordance with applicable regulations. However, in no instance shall official letters of reprimand be retained in the files for longer than two (2) years from the date of the paper. Supporting documentation for such letters in the Regional Office shall also be purged accordingly.

Section G--Work Folders at Operating Levels:

The Service shall maintain temporary personnel files at the Regional Offices. The contents of such files on each employee shall be limited to the following:

1. SF-7-B, Employee Record;
2. SF-7-D, Position Identification strip;
3. Position Description;
4. Performance Appraisal;

5. Information on experience, education, training, special qualifications, skills, and conduct.

Letters of warning and caution issued by the Regional Director shall have the retention length stated thereon. But in no case shall it be retained for longer than one (1) year. Such retention period shall be commensurate with the severity of the infraction dealt with. Such material and any backup information shall be purged upon completion of the stated retention period. The file shall be treated as confidential information and only persons authorized in writing shall have access to the file. Employees and/or their representatives will be permitted to inspect their files upon written request. An employee representative must have the employee's written authorization to inspect the file.

Section H--Written Charges or Complaints:

Written charges or allegations by officials will be processed in accordance with the procedures established in Article XXX, Section E.

Employees will be apprised of all other charges by furnishing a copy of the allegations as soon as practical, after a determination that the charges are unfounded. Unfounded charges and complaints will not be placed in an employee's personnel records.

Section I--Freedom From Discrimination:

The Parties agree that neither will

discriminate against employees because of race, color, religion, sex, national origin, political affiliation, handicap, marital status, or age in implementing the provisions of this Agreement. Additionally, the Service will not require employees to disclose their marital status, race, sex, national origin, religion, age, or political affiliation unless required to do so by law or directives of higher authority.

Section J--Employee Pay:

The Service agrees that the employees are entitled to their proper pay check at the proper time in the proper amount and agrees to exert every effort to see that this is accomplished.

The Service will assist employees upon request in filing a waiver for overpayment received unknowingly by the employee, unless a request for repayment is made within two (2) pay periods of the overpayment by the appropriate authorities. Employees shall be furnished a personal statement of benefits on an annual basis. Employees will also receive a report of their total USDA career contributions to the retirement fund upon written request to the Personnel Operations Branch, Butler Square West, 100 North 6th Street, 4th Floor, Minneapolis, Minnesota 55403.

Section K--Seniority:

For the purposes of this Agreement, the seniority date of an employee shall be defined as the length of service as a permanent full-time meat and poultry inspector except in those cases in which another basis is mandated by law or regulations of higher authority.

Section L--Unauthorized Files:

The Parties agree that files, notes or memoranda relative to performance, work habits, conduct and general activities of an employee shall not be maintained by supervisors or management officials nor shall such files be maintained by unit members with respect to supervisors or management officials, if the subject does not have full knowledge of the contents thereof.

Section M--Record Disposal:

Any records which do not meet the requirements of Sections F, G, or H of this Article shall be removed from the pertinent folder or file and destroyed. Each region shall maintain a system for the review of personnel records in compliance with this Article.

Section N--Employee Rights to Union Representation:

Employees shall have the right to have a Union representative present at discussions with Service officials relative to grievances and conditions of employment as they affect the employee.

Employees shall also have the right to have a Union representative present when being examined in connection with an investigation under 5 USC 7114 (a)(2)(B).

Employees will be advised annually of the right to union representation prior to any examination if the employee could reasonably believe the examination will result in disciplinary action against the employee.

ARTICLE IV--MANAGEMENT RIGHTS

Section A--Basic Rights:

(a) In accordance with 5 USC 7106, nothing in Title VII of the Civil Service Reform Act of 1978 shall affect the authority of any management official of the Service-

(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 shall be conducted;

(C) with respect to filling positions, to make selections for appointments from-

(i) among properly ranked and certified candidates for promotion; or

(ii) any other appropriate source; and

(D) to take whatever action may be necessary to carry out the agency mission during emergencies.

(b) Nothing in 5 USC 7106 precludes the Service and the Union from negotiating

(1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) procedures which management officials of the agency will observe in exercising any authority under this section; or

(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Section B--Recognition of Rights:

The Union recognizes the rights of the Service and agrees to demonstrate an affirmative willingness to deal with the appropriate management representatives on matters involving the administration of this Agreement.

The above rights do not in any way infringe upon the right of the Union or an employee to express dissatisfaction concerning procedures employed by the Service in the exercise of these rights and to use the negotiated grievance procedure or an appropriate appeal procedure.

The requirements of this Article shall apply to all supplemental, implementing, subsidiary, or informal agreements between the Service and the Union.

Section C--Right to Communicate with Other Organizations:

The Service is not precluded from consulting with religious, social, fraternal, professional or other lawful associations, not qualified as labor organizations, with respect to matters or policies which involve individual members of the association or are of specific applicability to it or its members. However, such discussions shall not result in action by the Service which adversely affects or impacts on unit employees or on the content and administration of this Agreement without first consulting and/or negotiating, as appropriate, with the Union.

ARTICLE V--UNION REPRESENTATIVES, GENERAL PROVISIONS ON TIME AND EXPENSES

Section A--Representatives:

The Chairman of the Council, the Presidents of the Regional Councils, the Presidents of affiliated Locals and designated plant representatives or their designees are recognized as Union representatives at their respective organizational levels within the Service. Regional Council Presidents will furnish the appropriate Regional Office(s) with a list of representatives of each affiliated Local as appropriate. Similarly, the Local President(s) will designate to the appropriate Area Office one (1) plant representative for each plant having an assigned supervisor who will be expected to deal with the Service supervisor of that plant on day-to-day matters covered by this Agreement or applicable regional agreements.

There will be no restriction upon the Local President with respect to whom he/she appoints as a plant representative.

However, if a Local President appoints an individual who is located over twenty-five (25) miles from the plant to which he/she was appointed to serve as plant representative, the entitlement to official time and expense shall be restricted to that which he/she would normally have received had he/she been located within the twenty-five (25) mile radius. The Local President shall represent unit members in all other plants in dealing with the Service supervisor of such plants. The Local President may become involved in representation matters at any plant within his/her jurisdiction at his/her option. In addition, the Chairman of the Council and the Service may appoint such other representatives, as necessary, to conduct the business of the Parties. Regional Council and Local Presidents may also designate other employee/Union representatives to assure adequate Union representation and reasonable employee access to representation. Appropriate Service officials will be notified of such special representative(s) within their respective jurisdictions.

The recognized levels of the Service and the Union for day-to-day dealings are:

Service

Union

Plant Supervisor Plant Representative

Circuit Supervisor Local President Plant Representative

Area Office Local President(s)

Regional Office Regional Council President(s)

Office of the Administrator National Joint Council

The Office of the Administrator shall include: (1) the Administrator or an individual designated to act on his behalf; (2) the Director of LMRS or an individual designated to act on his behalf; (3) the Deputy Administrator, Administrative Management, or an individual to act on his behalf; (4) the Deputy Administrator, Science and Technology, or an individual to act on his behalf, and (5) the Deputy Administrator (IO) or an individual to act on his behalf.

The National Joint Council shall include: (1) the Chairman of the National Joint Council or an individual to act on his behalf; and (2) all Council Presidents or individuals designated to act on their behalf.

Day-to-day dealings with the Chairman and the Council will be facilitated and coordinated by the Director,

Labor Management Relations Staff. Except for the Deputy Administrator, Inspection Operations, and the Director, Labor Management Relations, other individuals under the Office of the Administrator will be available through the coordination and efforts of the Labor Management Relations Staff to discuss significant matters of mutual concern on an ad hoc basis. The Deputy Administrator of the Field Force (IO) will take a role in meetings and consultations with the National Joint Council. Nothing in this section shall preclude the Administrator from being personally included in matters of mutual concern.

The Parties agree that they will preserve the levels of dealings identified in this Section. If higher level Service officials become improperly involved at a lower level contrary to the parallel levels identified above, the appropriate level of the Union will be included in the dealings. In addition the Parties agree that any matter appropriate for dealings at a particular level will be discussed and resolution sought at the next higher level if either party believes the subject matter cannot be resolved or has been improperly resolved at the next lower level. If a Union representative improperly involves himself/herself at a lower level, the Official Time and Expense provisions of Sections B and C, respectively, will not apply. It is understood that the above pertains only to those matters applicable to problems and/or disputes arising at a lower level of the Service.

Officials responsible for each of the levels identified above shall promptly notify their counterpart in writing within thirty (30) days of the date of approval of this Agreement, of the names, mailing addresses, and work telephone numbers of individuals authorized as representatives in appropriate labor relations dealings. The Parties agree that if permanent changes are made in the persons so listed, notification of such changes will be made to the other within two (2) weeks of such change.

Section B--Official Time:

1. Union officers identified in Section A or representatives appointed by them shall be

authorized official time, as necessary, to perform the following; however, nothing shall preclude the granting of official time to both the Union officer and the appointed representative when authorized by the responsible Service official:

- a. Present and pursue the resolution of grievances with Service officials;
 - b. Attend meetings or participate on joint committees and review panels with Service officials as provided for in this Agreement;
 - c. Represent an employee and/or the Union at all official proceedings associated with disciplinary or adverse action against a unit member including the oral conference. The amount of official time to be granted the representative for an oral conference shall not exceed twelve (12) hours including the travel time.
2. A reasonable amount of official time, as determined by the appropriate Service official, shall be afforded Council Presidents to consider and respond to Service inquiries, proposed directives, and proposed regulations.
 3. Union representative(s) shall be provided a reasonable amount of official time to discuss, advise and, if appropriate, prepare grievances if it can be granted without having an adverse effect on the work situation. The determination as to whether official time can be granted shall be determined by the responsible Service official.
 4. Union officials or designated representatives shall be authorized or granted overtime for the purpose of resolving grievances only when such representatives are deprived of overtime work that they would have received in the performance of their regularly assigned duties. In such cases, the overtime shall not exceed the amount that would have been received by the representatives on their regular assignments.
 5. In order to facilitate requests for official time and to communicate on appropriate LMR matters under this section, the Chairman of the NJC will receive two (2) hours of official time on Wednesday of each workweek so as to receive or make telephone calls from or to the Director, Labor Management Relations Staff. For the purpose of this provision arrangements will be made by the Director, Labor Management Relations Staff, through the appropriate Regional Office to relieve the Chairman of the NJC from his work assignment during the aforementioned time period. The NJC Chairman shall be authorized a reasonable amount of official time for representational responsibilities. Requests relating to representation at the national level shall be made, to the maximum extent practicable, during the Wednesday morning communications. They shall be promptly considered, not unreasonably denied, and unless otherwise agreed, the grant of time shall be arranged for the commencement of the workday. Additional official time for the purpose of this subsection, when granted by the Director, Labor Management Relations Staff, will also be arranged through the Regional Office.

Section C--Official Expense:

Per diem and travel expenses at official rates shall be paid Union representatives to attend meetings, and official proceedings, and to present grievances pursuant to paragraphs 1(a), (b), and (c) of Section B.

However, per diem and travel expenses not to exceed \$150 shall be paid representatives to attend an oral conference pursuant to paragraph 1(c) of Section B.

Section D--Recordkeeping:

Each Union representative authorized to be on official time for representational functions shall record the time involved on his/her time and attendance report using the appropriate transaction

codes provided by the Service.

ARTICLE VI -- RELATIONSHIPS AT SERVICE AND SUBORDINATE LEVELS

Section A--Relationships at Subordinate Levels:

The Parties agree to continue to emphasize the development and maintenance of meaningful labor-management relationships at subordinate levels. To this end, the Regional Director and the President(s) of a Regional Council(s) with Union jurisdiction within the region shall maintain continuous liaison with respect to the happenings and problems occurring within the region. Respectively, they shall be the representatives of the Parties to this Agreement within the region and shall bear the responsibility to monitor the implementation of this Agreement. However, the enforcement of the provisions of this Agreement shall remain with the Parties to it. A Regional Council(s) with Union jurisdiction within a region shall be eligible to negotiate an agreement with the Regional Director.

Section B--Authority to Negotiate at Subordinate Levels:

The Parties at the level of exclusive recognition are vested with authority to enter into negotiated agreements binding on the respective Parties. Additionally, the Parties at the regional level may negotiate supplemental agreements. Only the National Basic Agreement and subordinate Regional Agreements will have precedential value. Below the regional level, the Parties shall deal with issues through consultation discussions.

Section C--Scope of Agreements:

Agreements with the Regional Director shall be subordinate to and in accordance with the provisions of this Agreement or other documented policies or practices which have been mutually agreed to by the Parties to this Agreement. The provisions of such Regional Agreements may not expand on issues negotiated in this Agreement, but are limited to those matters which are appropriate for negotiation and which are within the administrative discretion of the Regional Director and applicable to unit employees in the Region. The Regional Agreement may contain provisions applicable to different specialization or geographical locations.

Section D--Term and Format of Regional Agreements:

The term of Regional Agreements, including supplements thereto, shall be concurrent with the term of this Agreement. The format which appears as Appendix #1 of this Agreement shall be followed in structuring the General Provisions and Term section of all Regional Agreements.

Section E--Approval of Regional Agreements:

The negotiated Agreement shall be signed in full by the negotiating Parties when negotiations are completed. It shall be reproduced by the Regional Director within five (5) days of signature for distribution to the appropriate member local(s) covered by such agreement for their ratification. A maximum of thirty (30) calendar days from the date of the signatures of the Parties shall be provided for the ratification process. If no notice of ratification is received within that time, the Agreement will be considered ratified. The Agreement shall not be considered executed under the provisions of Section 7114(c)(2) of Title VII until it is ratified or upon expiration of the 30-day period.

When such agreements are received from the Regional Director, the Labor Management Relations Staff shall initiate the management approval process by sending one (1) copy to the Deputy Administrator, IO, and the Chairman of the Council for review. Their reviews will be accomplished within thirty (30) calendar days. If the Agreement cannot be approved by the

Service or the Council Chairman, it will be returned to the Regional Director and the appropriate Council President with the reasons for disapproval. If the Agreement can be approved, it shall be sent to the Council Chairman for signature and returned to the Labor Management Relations Staff. The Agreement will then be signed by the Office of the Administrator. The date the Administrator signs the Agreement shall be the effective date of the Regional Agreement. The Labor Management Relations Staff will furnish copies of the approved Agreement to the Regional Director, Council Chairman, and the appropriate Regional Council President(s). The Regional Office will be responsible for distributing copies to the locals involved and all supervisors and unit members within the region.

Section F--Relationships at Parallel Organizational Levels:

The Service and the Council agree that they will consider problems arising between them at the lowest organizational level having authority to resolve the issues. When such problems cannot be resolved at the lower level they may, if considered appropriate, be referred to each successively higher level identified in Section A or Article V.

Section G--Definition of Consultation:

For the purposes of the Agreement, consultation is defined as any oral or written dialogue between management and union officials on matters of mutual interest.

Consultation, unlike negotiation, does not involve joint decision-making, and the consultation process need not necessarily result in agreement between management and union officials.

Section H--Status of Supplemental Agreements:

Existing area agreements shall remain in effect, to the extent that they are not in conflict with this Agreement, the provisions of law or higher level regulations pertaining thereto, until a regional agreement has been negotiated and approved. Negotiations on regional agreements shall commence within 150 calendar days of the approval date of this Agreement unless extended by mutual agreement by the regional parties. The duration and reopening of a regional agreement shall be in accordance with the provisions of Appendix #1 to this Agreement.

ARTICLE VII--PUBLISHED POLICIES, RULES AND REGULATIONS

Section A--Existing Practices:

The Parties agree to continue all existing published policies, rules and regulations with respect to conditions of employment, which means personnel policies and practices and matters affecting working conditions, in effect on the date of approval of this Agreement throughout the duration of its term unless changed in accordance with the procedure in Section B below.

The Parties will meet at the Regional level within 120 days after this agreement becomes effective to review all existing written understandings. The purpose of the review is to determine if such written understandings are in conflict with applicable laws, regulations, this National Basic Agreement or lower level agreements. Any such understandings not submitted for review will become null and void. Any such written understandings not in conflict with applicable laws, regulations, or agreements will remain in full force and effect. Disagreement as to whether written understandings are to remain in effect or to be void will be referred to the Parties at the national level for resolution. If after 60 days following receipt from the regional parties and the disagreement remains unresolved, the written understandings in dispute will be resolved in the same manner as any other dispute and will be consolidated for an expeditious determination.

Section B--Changes in Rules and Regulations:

The Parties agree that when there exists the duty to negotiate, they will do so in good faith to the extent permitted under Title VII of the Civil Service Reform Act of 1978 and will reserve all rights granted by the statute. The procedures set forth below are intended to effectuate this obligation.

When proposed changes in conditions of employment in the unit may result, the Service will transmit two (2) copies of proposed changes to the Chairman of the NJC and one copy to each Regional Council President. Changes in or deletions from an existing issuance will be identified and a copy of the prior issuance will be included.

The Council shall transmit its comments within twenty (20) calendar days of receipt of the proposals. If a disagreement exists, the matter shall be scheduled as a topic for discussion at the next quarterly consultation meeting. If the matter cannot be resolved informally by the above process, the Parties shall commence negotiations in accordance with Title VII of the Civil Service Reform Act of 1978 on the issue. Unless otherwise mutually agreed to by the Parties, such negotiations normally shall occur on the day(s) subsequent to the dates on which the quarterly consultation meeting is scheduled. Official time shall be authorized for such negotiations in accordance with Title VII.

ARTICLE VIII--OVERTIME AND PREMIUM PAY

Section A--Policy:

If slaughter or processing overtime is required, it is the responsibility of the employee covering the assignment. This provision shall not apply in situations such as a combination of assignments, emergencies, reduced inspection requirements, and when the employee can locate a voluntary, qualified replacement who, at no additional expense to the Service, is acceptable to the immediate Supervisor.

In situations where employees are required to work overtime for six (6) days per week, after working at least (3) consecutive weeks, supervisors will make a concerted effort to provide sufficient relief from overtime work to allow the employee(s) adequate time to take care of personal needs. Employees must request such relief as early in the week as possible.

Section B--Equalization of Overtime:

A system for the equalization of overtime shall be a subject for negotiation at the level where other agreements are authorized under the provisions of this Agreement.

Section C--Premium Pay:

Unit employees shall be compensated for overtime, holiday, and night work at those rates permissible under appropriate laws, regulations of the Office of Personnel Management, and the Department policy. Any violation of a mandatory provision of the Agreement, whether by act of omission or commission which causes an employee to lose pay, allowances, or differentials, shall, if it meets OPM specifications and provisions of law, be considered an unjustified or unwarranted personnel action and said employee shall be compensated for such pay, allowances, or differentials he/she would have received but for the violation of the Agreement if the awarding of backpay is proper under law and regulations. Backpay will be awarded the employee upon finding that a violation of a provision of the Agreement with respect to pay, allowances, or differentials has occurred even though the employee did not actually perform the work involved, if the awarding of backpay meets OPM's specifications and the provisions of law. The Service will send each Council President a copy of all laws that cover overtime and premium pay.

ARTICLE IX--LEAVE

Section A--Emergency Leave:

The employee's supervisor or the authorized designee will ordinarily approve emergency leave requested by an employee. However, if it is refused, the employee may make an immediate appeal to the next higher supervisory level, or Area Office. A decision on the employee's appeal will be rendered without undue delay. Nothing in this section shall preclude the filing of grievances on these matters in accordance with Article XXXII.

Section B--Annual Leave:

Annual leave is a benefit provided by law, and employees are entitled to use such leave as necessary to prevent any unintended loss at the end of the leave year. Employees and supervisors shall insure that annual leave is scheduled so as to prevent such loss.

Annual leave will be granted on an equitable basis and supervisory officials will make reasonable efforts to satisfy the leave requests of employees. It is agreed that an annual vacation period of two (2) consecutive weeks is reasonable for employees with more than one (1) year of service and will generally be approved unless the needs of the Service prevent it. The approval of longer periods of annual leave is not precluded if additional leave can be granted without interfering with the mission of the Service or the leave entitlement of other employees.

Employees have a responsibility to request extended periods of annual leave as far in advance as possible so as to permit appropriate scheduling in consideration of overall staffing needs.

An employee scheduled for annual leave for one (1) or more full administrative workweeks is entitled to be free on the day before the first leave day and two days after the last leave day. A holiday which falls during the full administrative workweek for which annual leave has been approved will be included in determining the full workweek, and the entitlement to be free on the day before the first day of leave, and two days after the last day of leave will apply as provided for in this Section.

Leave approved at the beginning of the current leave year will not be canceled except in cases of emergency or urgent operating problems. Both the needs of the employee and the Service will be considered prior to any such cancellation. The employee(s) whose leave is canceled will be notified of such cancellation at least forty-eight (48) hours in advance of the beginning of the scheduled leave, which will be confirmed in writing. Likewise, the employee(s) will request cancellation of approved leave at least forty-eight (48) hours in advance of such leave. Request for cancellation by the employee of less than 48 hours may be approved at the option of the supervisor.

Employees who earn leave may be granted, at any time after the beginning of the current leave year, the annual leave which they will earn during the current year. Such unearned annual leave is granted only with the express understanding that, if it is not later earned during the remainder of the current leave year by reason of unanticipated non-pay status, the employee may be required to make refund for the unearned portion. An employee may not be granted advance annual leave in excess of the amount which would be earned during the current year.

Tardiness of employees may be excused only by the supervisor. If the employee is required to take annual leave or leave without pay for such period of tardiness, the employee shall not be required to commence work until the leave period has been used.

When an employee(s) knows he/she will be tardy, he/she is required to notify the immediate supervisor or designee as soon as possible. An employee who is absent from duty without authorization will have his/her absence recorded as AWOL on the employee's Time and

Attendance Report.

The Service agrees that instructions will be posted in the Government headquarters' office of each assignment relative to the reporting of tardiness by an employee. Such instructions will include the telephone number(s) of the party to be contacted. The instructions shall be designed after consultation with the appropriate Union representative.

The provisions of this Section shall apply to the scheduling of annual leave unless other understandings are documented in an agreement at a level as provided in this Agreement.

Section C--Sick Leave:

Employees accrue sick leave in accordance with statute and regulations of the Office of Personnel Management and the Service. Sick Leave may be used by employees only:

1. When they are incapacitated for the performance of their duties by sickness, injury, or pregnancy and confinement.
2. For medical, dental, optical, or similar professional examination or treatment provided the leave is requested in advance.
3. When a member of the immediate family of the employee is ill with a contagious disease requiring care and attendance by the employee as certified by a physician in the absence of a specified time period for quarantine, isolation, or restriction imposed by the local health authority.
4. When through exposure to a contagious disease, presence of the employee on the job would jeopardize the health of others as certified to by a physician. Contagious disease means an illness that is ruled subject to quarantine, isolation, or restriction of movement of the patient by the local health authority.

Employees normally shall not be required to furnish a medical certificate to substantiate a request for approval of sick leave unless such sick leave exceeds three (3) consecutive workdays and a medical practitioner was visited. In cases where the nature of the illness was such that an employee did not see a medical practitioner, the employee's written statement concerning the illness will ordinarily be acceptable evidence. Employees who, because of illness, are released from duty on advice of the appropriate health facility shall not be required to furnish a medical certificate to substantiate the instance of sick leave.

In individual cases, if there is sufficient reason to believe the employee may be abusing sick leave privileges, the employee(s) shall first be orally advised that a medical certificate may be required for each subsequent absence due to sick leave. At the next occurrence of questionable sick leave usage the employee will be advised in writing that all future requests for sick leave must be supported by an acceptable medical certificate.

Requirements for medical certificates will be reviewed not later than every twelve (12) months. When an employee's record has significantly improved, the requirement will be rescinded in writing. An inquiry regarding a questionable medical certificate will be conducted by the employee's supervisor or higher level official.

In cases of serious illness or disability, employees may, upon written request to the Regional Director, be advanced sick leave not in excess of thirty (30) days provided they are expected to return to duty.

Section D--Maternity/Paternity Leave:

Maternity leave is granted to cover a period of absence for maternity reasons. Sick leave will be granted for the period of incapacitation due to pregnancy and confinement.

Additional periods of annual leave and leave without pay may be granted in whatever order the employee requests for a non-incapacitated period. The employee may also request and be granted annual leave or leave without pay for the period of incapacitation. Absence for maternity reasons may be authorized for a period of up to six (6) months. Requests for additional leave following the end of the regular period of maternity leave will be handled in accordance with applicable regulations and this Agreement.

Once requested and approved, the order of leave may be changed only by proper authority.

In considering requests for sick leave, annual leave, and/or leave without pay for maternity reasons, the proper authority will apply pertinent laws, regulations and this Agreement in the same way he/she would apply them in any other case.

In general, no arbitrary cutoff date requiring an employee to cease work or preventing an employee from returning to work will be established. If cutoff dates are established they must be based on the physical capability of the employee to perform the duties of the job after a determination by competent medical authority.

The Service may establish, with the employee, a firm date for the leave to begin. If agreement cannot be reached, and the Service establishes a particular date, the reasons for the determination will be documented and given to the employee. The employee should submit notice, at least three (3) months in advance, of the prospective need for leave for maternity reasons.

A male employee may be absent on annual leave or leave without pay for the purposes of aiding, assisting or caring for the mother of his child or minor children while she is incapacitated for maternity reasons. If approved, the leave shall be granted in accordance with the existing provisions on annual leave scheduling and appropriate regulations governing leave. If the granting of such leave would adversely affect employees, consultation shall take place with the appropriate Union representative before the supervisor renders his approval or disapproval.

Section E--Leave Without Pay (LWOP) for Union Activities:

The authorization of leave without pay is a matter of administrative discretion. If written requests for LWOP are denied, the reason for such denial will be given to the employee in writing.

An employee may be granted leave without pay to engage in Union activities on the national, district, or local level, or to work in programs sponsored by the Union or the AFGE upon written request by the appropriate Union office. Such requests will be referred to the Director, Personnel Division. An employee granted LWOP for this purpose shall continue to accrue benefits in accordance with applicable civil service regulations. LWOP for this purpose is limited to two (2) years but may be extended or renewed upon proper application.

Section F--Administrative Leave for Union Representation:

Designated Union representatives may, upon request, be granted official time up to forty (40) hours per annum for the purpose of attending a training session sponsored by a labor organization in the administration of Public Law 95-454 or the implementation of a negotiated agreement within the following limitations.

The number of Union representatives receiving such official time for training shall be

determined on the basis of two (2) representatives per one hundred (100) unit employees or any portion thereof.

The Regional Offices shall calculate the number of unit employees assigned within their respective regions and notify the appropriate Regional Council Representative of the results. Subsequently, the Regional Council Representative shall notify the Regional Office of the number of Union Representatives by Local selected for such training within the limits set forth in the preceding paragraph. The Circuit Supervisors will be notified of the number of selectees by the Regional Office.

Approval by the Regional Director is required prior to the training session. Request for such leave must be submitted in writing at least two (2) weeks prior to commencement of the session and be supported by a statement indicating the purpose of the leave and the content of the program or meeting to be attended. Records will be maintained by the Regional Office, to ensure that there will be no duplication of this training. In the event a request is a duplication within the calendar year, administrative leave shall not be authorized.

Nothing in this Section shall preclude a Regional Director from denying or postponing the grant of administrative leave for the purpose of attending the training sessions herein due to staffing, scheduling, or relief problems.

Section G--Hazardous Weather Conditions:

Unit employees are expected to report for work under hazardous weather conditions. Failure to report for duty will require that the employee contact his/her supervisor and request annual leave. This applies unless specific approval of a particular absence is given in an individual case by the Circuit Supervisor. The Circuit Supervisor, after personal review of the facts in each case, may determine that the employee made every reasonable effort to get to work but was unable to do so due to hazardous weather conditions making roads impassable between the employee's work site and residence as publicly declared by the appropriate state, or county, or municipal authority.

Where such a determination is made administrative leave up to eight (8) hours will be approved. The employee will make every effort to notify the immediate supervisor of his/her inability to get to work as early as possible. The immediate supervisor may grant administrative leave of up to two (2) hours when hazardous weather conditions develop before an employee's regular tour of duty begins. Employees on scheduled annual or sick leave planned in advance will be charged leave for the full day.

Employee's will not be held in a conflict of interest situation where Service officials give prior approval for arrangements for transporting employee to an from the work-site in company owned vehicles during severe weather conditions. The Service official will promptly confirm in writing such approvals.

ARTICLE X--LABOR MANAGEMENT MEETINGS

Section A--Common Interest:

The Parties recognize that they have a common interest in effecting a sound and progressive labor-management relations program and in resolving general issues which might arise between them. Additionally, the Service recognizes the major contributions the exclusive representative can make toward achieving an improvement in operations. Therefore, to achieve maximum results, periodic labor-management meetings shall be scheduled at appropriate organizational levels as outlined in Section B.

Such meetings shall be conducted in an orderly and business-like manner, and any subject

raised by either Party shall be given serious consideration.

Matters proposed for discussion for either Party shall be forwarded to the other at least five (5) days in advance of the meeting. However, this does not preclude the raising of matters occurring after the list has been transmitted.

Section B--Meetings:

Service Level: Management officials at the headquarters level shall meet with the Council representatives on a quarterly basis.

The Administrator or the Acting Administrator shall be scheduled for a minimum of one (1) hour at each of the meetings.

Regional Level: Regional Directors shall, at a minimum, hold quarterly meetings with appropriate Regional Representatives of the Council.

Area/Circuit Level: For the purpose of quarterly consultation meetings all unit members located within an area will be represented by the local or locals having designated jurisdiction within the geographic boundaries of the area.

The above does not preclude the scheduling of common interest meetings on a more frequent basis if mutually agreed to by the Parties identified above. It is agreed that persons other than those identified above may attend meetings if mutually agreed to by the Parties.

ARTICLE XI--ASSIGNMENTS AND ROTATIONS OF ASSIGNMENTS

Section A--Assignments:

An employee shall not be assigned to a position without receiving sufficient training so as to be able to adequately perform the duties involved as determined by the immediate supervisor. Arrangements for the order of assignment of processing inspectors to post-mortem duties and slaughter inspectors to processing duties will be a subject for negotiation at the level provided by this Agreement.

An employee assigned to a limited or minimal supervision-type assignment shall cover the activities in accordance with written instructions filed in the plant's government office.

Ordered attendance meetings outside the employee's regular work day shall be considered an assignment, and appropriate compensation shall be paid. Employees shall be notified of such meetings five (5) days in advance to afford employees sufficient time to make arrangements to attend, except when urgent conditions necessitate meetings of one-half (1/2) hour or less. Employees may be excused from attending for good and sufficient reasons as determined by the scheduling official. If the employee's reason is denied, an appeal may be made to the next higher level of management.

Section B--Definitions:

- (a) Assignment--An assignment is a duty or grouping of duties as approved by the Service.
- (b) Rotation--The utilization of employees in a series of assignments for a definite period of time in each assignment.
- (c) Rotation Pattern--Assignments within a defined geographical area (interplant and intraplant) through which employees at the same grade level and like position rotate on a

regularly scheduled basis.

Section C--Rotation Policy:

The Parties recognize some merit in rotating certain employees through a series of assignments on a regular basis. However, they also recognize the difficulties involved in mandating a standardized rotation system from the national level. Therefore, it is agreed that rotation patterns shall be structured, and a fair and equitable rotation of inspectors identified in Section D shall be effected in accordance with the implementation procedures also found in Section D.

Section D--Implementation:

Each Regional Director, after in-depth consultation and review with the appropriate Council President(s), shall make a determination whether it is practicable and feasible to institute or to continue a policy of rotation of employees within the respective region. The practicability of rotation shall be considered separately for each specialization. However, this does not preclude a Regional Director, after the aforementioned consultation, from providing for different approaches within a specialization.

Factors such as the extent of cross-training, the frequency of assignment to particular operations, and the expressed wishes of the employees shall be considered in making the determination. If the determination is made to rotate all or certain groups of employees, the size of the rotation pattern, the length of the assignments to positions, and initial assignments within such a pattern shall be negotiated at the level authorized by this Agreement in accordance with the following:

- (a) Rotation pattern will not exceed what is considered to be a normal commuting distance.
- (b) Processing assignments shall be for a minimum period of four (4) months. However, this shall not preclude the negotiation of intraplant rotation systems which provide for a minimum of two (2) continuous months on a night assignment. The regional agreement shall designate the day assignment(s) which will be rotated with the night assignment(s).

To the extent possible, such assignments shall consist of similar operations to provide for continuity of inspection requirements.

- (c) Separate rotation patterns shall be structured for inspectors-in-charge of multi-inspector plants who have the same grade and like position. Such patterns shall provide for a minimum period of one (1) year in the same assignment.
- (d) Separate rotation patterns shall be structured for inspectors-in-charge of one-inspector plants and those inspectors at the same grade level and specialization. Such patterns shall provide a minimum period of four (4) months in the same assignment.

The Parties at the Regional level are not precluded by the provisions of this Section from agreeing to longer periods of assignment.

The Regional Director shall retain the prerogative to remove a plant(s) from a rotation pattern for good and sufficient documented reasons. Such reasons shall be presented to the appropriate Council President.

Plants or assignments so removed shall be placed back into the rotation pattern after the reasons for removal are resolved.

Section E--Night Assignments:

The Parties recognize that some situations exist or may be created whereby an individual is required to spend unlimited time on a night shift. The Service agrees to make strong efforts to reduce such problems by:

- (a) To the extent possible, volunteers acceptable to management will be used on night shifts.
- (b) Making an effort to afford 20 percent of day shift duty for non-volunteer night shift incumbents in positions outside a rotation pattern. The Service will instruct inspectors-in-charge that the overall benefit to the Service is best served by their periodic presence on the night shift.

ARTICLE XII--EQUAL EMPLOYMENT OPPORTUNITY

Section A--Policy:

The Service and the Union, in fulfilling their respective responsibilities are committed to the principle that there shall be no discrimination against employees because of race, color, religion, sex, national origin, age, physical or mental handicap, or marital status.

The Parties further agree that the Equal Employment Opportunity Program shall be administered in strict accordance with applicable laws and regulations.

Any employee seeking to file or filing a complaint shall be free from restraint, coercion, interference, reprisal or discrimination. If a complaint is filed, the employee shall have the right to be accompanied, represented and advised by a personally chosen representative subject to applicable regulations and law, and when there is no apparent conflict of interest. The chosen representative may assist the complainant during all phases of the EEO complaint process. Both the employee and the employee's representative, if he/she is in active duty status with the Service, shall be afforded a reasonable amount of official time as determined by the Regional Director for the preparation of his/her complaint at each step of the formal complaint procedure. Expenses shall be paid in accordance with Department regulations. Complaints will be handled in a prompt and expeditious manner. Supervisors will cooperate with and furnish necessary information to EEO Counselors in their processing of a complaint.

Section B--Union Participation:

The Service will negotiate the Agency's Affirmative Action Plan in accordance with Title VII of the Civil Service Reform Act of 1978.

The appropriate Council President shall be notified by the Service of EEO hearings wherein the complainant is a unit member. The Council President shall be given an opportunity to attend as an observer, subject to the approval of the examiner.

Section C--EEO Information and Reports:

The Service agrees to provide each of the Regional Council Presidents with a copy of the Affirmative Action Plan and one (1) to the Council's Washington consultant. Additionally, upon request, the Service will provide a copy of the EEO complaint procedure to employees.

The Chairman of the Council shall be furnished with all minority statistics and non-personal data concerning discrimination complaints when such documents are prepared. The Chairman will also be provided a copy of any other reports required of the Service by the Department.

Section D--Religious Observances:

The Service shall make reasonable accommodations for religious needs of employees when the accommodations can be made without undue hardship on the Service's business. Whenever possible, the Service will grant leave to an employee for the day he/she keeps the Sabbath, if the employee affirms in writing that the assignment violates his/her religious convictions.

Section E--Complaint Settlement:

The Service shall afford the Union reasonable notification and ample opportunity to fully explore any changes proposed by management with respect to personnel policies and practices and matters affecting working conditions of unit employees in its effort to settle a complaint. In no instance shall such changes be effected without such prior notification and an opportunity for the Union to consult, confer or negotiate them, as appropriate.

Section F--Employment of Handicapped and Disabled Veterans:

The Service shall solicit the views and suggestions of the Union with respect to the formulation of the Affirmative Action Plan for Employment of Handicapped Individuals and Disabled Veterans.

ARTICLE XIII--HEALTH AND SAFETY

Section A--Service Responsibilities:

The Service, to the full extent of its authority, will provide employees with a safe and healthy workplace and environment, and will comply with applicable laws and regulations relating to the safety and health of employees. At a minimum, the Service shall make a concerted effort to provide employees with adequate welfare facilities, space, light, ventilation, and heat. Additionally, the Service shall provide hearing protection for employees exposed to excessive noise levels at their work sites. Plant management will be officially informed by appropriate Service officials of unsafe and unhealthy conditions existing on its premises which present a health and safety hazard to unit employees. If such conditions are not promptly corrected, the responsible Service official will take such action as is necessary with appropriate authorities to force compliance with established health and safety laws and regulations.

Section B--Union Responsibilities:

The Union agrees to cooperate fully with the Service in fostering an effective and progressive safety program. It will work with management officials in an effort to induce employees to strictly observe safety rules and to utilize the safety equipment issued to them. The Union may recommend the adoption of new safety equipment or the modification of existing equipment for consideration. Such recommendations shall be given prompt attention by the appropriate Service official(s).

Section C--Employee Responsibilities:

It is recognized that each employee has a primary responsibility and obligation to know and observe safety rules and practices as a measure of protection for himself/herself and others.

Should employees find that they have been assigned such duties which they reasonably believe could endanger their health or well-being, they shall bring their concerns to the supervisor's attention. If the supervisor agrees, and the condition poses an immediate safety problem, appropriate corrective action shall be taken. If the condition does not pose an immediate safety problem, plans shall be made to correct the condition within a reasonable period of time. If the supervisor cannot resolve the problem, it shall be referred through channels to the appropriate Service official who will take necessary action. If the condition is

such that death or serious physical harm could result and the supervisor cannot resolve the problem, the supervisor shall delay the assignment and refer the matter to the appropriate Service official who will take appropriate action.

Section D--Safety Committees and Investigations:

The Service shall establish health and safety committees at appropriate organizational levels as are necessary to assure an effective health and safety program throughout the unit. Such committees, when established at subordinate field levels, shall be staffed with at least as many Union representatives as Service representatives. The establishment and size of Health and Safety Committee(s) at the Area and Circuit levels shall be subject to negotiations at the level provided in this Agreement.

In the case of an accident, the appropriate supervisory official will immediately investigate the circumstances and cause of the accident. Whenever the Service or Regional Safety Officer schedules a safety review of an installation within the unit, an appropriate Union representative, preferably a member of a health and safety committee, shall be notified by the responsible supervisory official and arrangements shall be made to permit the Union representative to accompany the safety officer on the review.

Section E--Safety Equipment and Clothing:

1. Appropriate supplies, equipment and services necessary to insure the safety and protection of employees in the performance of their assigned duties will be furnished as determined by the Service. Additionally, the following items will be furnished by the Service:

a. An insulated coat or jacket will be issued to any employee, upon request and with the verification of the supervisor, where the operations on his/her assignment subjects him/her to temperatures of 32 F. or less.

b. A flashlight and batteries will be issued for an assignment where it is required by the supervisor and/or the nature of the assignment.

c. Employees shall utilize the safety equipment so provided in accordance with the FSIS Directive 4791 series.

2. A slaughter inspector who is not provided with work clothing shall be reimbursed for actual expenses up to \$52 annually upon presentation of a signed receipt for the purchase of such work clothing.

3. Skid Resistant Footwear shall be provided in accordance with FSIS Directives.

Section F--Facilities for Employees:

Part 307.1 of the Meat Inspection Regulations and Part 381.36 of the Poultry Inspection Regulations require that certain facilities be provided for use of inspection personnel. The Service will make a concerted effort to assure full compliance with the intent of these requirements.

Section G--Benefits:

Upon written request to the Regional Office, employees will be provided information regarding their benefits under the Federal Employees Compensation Act.

Section H--Reports:

The Chairman of the Council, upon written request, will be provided a copy of the reports required by regulations that implement the Occupational Safety and Health Programs for Federal Employees. A copy of all accident reports shall be submitted to the appropriate safety committee(s) and specific reports furnished to the Regional Council President(s) upon request.

Section I--Health Maintenance:

The Service will, to the extent that funds are available, participate in the Federal Employee Occupational Health Program. Interested employees assigned to duty locations where health units are established will be provided access to such units. Coverage is limited to those employees who work near enough to avail themselves conveniently of the service provided. Subject to the capability and resources of the local health unit, the following services will be provided at no expense to the employee:

- (a) Emergency diagnosis and initial treatment for job-related injuries or illnesses when such becomes necessary during working hours.
- (b) Specific disease screening examinations and immunizations.
- (c) Health education programs.
- (d) Health maintenance examinations.
- (e) The Service will make every effort to arrange transportation to the nearest medical facility, if needed, for an employee incapacitated due to illness or injury on the job.

Section J--Duty Time:

Each Union representative serving on a Health and Safety Committee shall be afforded official time to engage in such tasks. If such tasks involve travel, official travel allowances will be paid.

Section K--Alcoholism and Drug Abuse:

The Parties recognize alcoholism and drug abuse as illnesses which are treatable. As such, employees are entitled to all of the rights and benefits provided to other employees who are sick. Supervisory officials shall assure employees, with an alcohol or drug problem, that a request for diagnosis or treatment will not jeopardize his/her job rights or job security and that the situation will be kept confidential. The Parties agree to cooperate in an effort to induce employees with alcohol or drug-related problems to obtain proper diagnosis and treatment.

Section L--Recognition:

Awards for outstanding achievement by an employee in working safely will be an integral part of the safety program. Criteria for identifying and recognizing such employees will be formulated by the Service and consulted upon with the Council within ninety (90) days from the effective date of this Agreement in accordance with Title VII of the Civil Service Reform Act of 1978.

Section M--Stress:

The Parties shall, within ninety (90) days, establish a joint labor-management committee with equal representation, with a neutral chair, to study the sources of stress in the workplace and to make recommendations for action, within one (1) year of its establishment, to the management official with responsibility for workplace Safety and productivity and the NJC Chairman. Included among the agenda items shall be further work, with inspector involvement, in defining the biomechanical demands imposed by the inspection job, and means of their alleviation through workplace redesign. Both recipients shall respond in writing within ninety (90) days of receipt, to

the chair, as to the acceptability of such recommendations.

Section N--Training:

The Service agrees to provide appropriate health and safety training for members of health and safety committees and other employees as necessary. Employees will be properly trained in safe working habits and practices.

Section O--Reporting and Correction of Hazards:

Work hazards and unsafe practices should be reported to supervision if routine correction cannot be obtained by the employee. IO inspector(s)-in-charge are responsible for obtaining corrective actions for eliminating or properly marking, if elimination is impossible, all hazards to IO employees in their working areas, by using the following procedures:

When oral discussions with appropriate establishment management or the use of a plant improvement program (PIP) fails to bring acceptable corrective action, a MP Form 431, Potential Accident Hazard, is to be filed to document a request for corrective action.

When solutions or corrective actions taken are not acceptable to the initiator of MP Form 431 and in the absence of a resolution up through the IO Area Office, an FSIS Form 4791-1, Notice of Hazard/Safety Inspection, should be filed with the Regional Safety Officer (RSO) for resolution.

The RSO will be available for suggestions and consultation concerning the possibility of initiating an appeal to the Secretary of Labor.

When imminent danger exists (conditions or practices which could immediately cause death or serious physical harm), the supervisor shall withdraw employees from the hazardous site.

ARTICLE XIV--HAZARDOUS PAY

Section A--Policy:

The Service agrees that employees performing hazardous work as defined in FPM Supplement 990-2, Book 550, Subchapter 9, shall be compensated at the maximum pay differential rate set forth in such regulations. This provision excludes those duties considered as hazardous in the Food Inspection Series Position Classification Standard and compensated for therein. The Service further agrees to monitor positions for inclusion in the hazardous pay category and to act promptly and in concert with the Union in processing any requests for inclusion under such pay differential categories.

Section B--Union Responsibilities:

When the Council determines that a local work situation warrants coverage under payable categories covered by FPM Supplement 990-2, Book 550, Subchapter 9, it will notify appropriate Service officials of the title, location and nature of the hazard to justify payment of a hazardous pay differential. Within thirty (30) days of receipt of the Council's proposal, the Parties shall meet for the purpose of discussing the issue. The Service shall make a determination of the case within fifteen (15) days of the discussion with the Council.

Section C--Service Responsibilities:

When the Service determines or proposes that a local work situation is such that it should be included under payable categories covered by FPM Supplement 990-2, Book 550, Subchapter 9, it will notify the Council of the title, locations and the nature of the hazard to justify payment of

hazardous or physical hardship differential.

ARTICLE XV-COMMUNICATIONS

Section A--Improvement of Communications:

The Parties agree to consistently strive to improve communications between themselves and between employees and their supervisors so as to promote efficiency and to foster a sense of true participation in all matters of concern.

Section B--Distribution of Regulations:

The Service will continue to provide the Chairman of the Council or designee with current issuances to the Federal Personnel Manual and the Department Personnel Manual. The Chairman or designee shall also be provided copies of Service regulations and any new issuances.

Regional Council Presidents with jurisdiction in more than one (1) region shall be provided issuances from each of the regions in which they have jurisdiction.

Section C--Rules Changes:

All unit employees will be notified promptly and in writing of any significant changes in policies or regulations affecting personnel policies, practices or working conditions.

Section D--Distribution of Agreement:

All unit employees shall be provided with a copy of this Agreement by the Service as soon as possible after its approval. Twenty (20) copies shall be furnished to each Regional Council President and five (5) copies shall be furnished to the Chairman of the Council within five (5) calendar days of the conclusion of negotiations for ratification purposes. Fifty (50) copies and one hundred (100) copies, respectively, will be furnished when the Agreement is approved and printed.

Section E--Orientation of New Employees:

As part of the orientation process, new employees will be informed of their unrestrained right to join or not to join a labor organization. They shall also be informed of the recognition granted the Union and shall be given a copy of the Agreement between the Parties.

The employee will be furnished information on the health benefits program including, when made available, an AFGE Health Benefits Brochure on the hospital and surgical plan available through the Union.

The designated plant representative shall be afforded the opportunity to meet with all new unit employees. Such contact will be for the purpose of informing the employee of the role and responsibility of the exclusive representative. This discussion will involve the labor management relationship, and not internal union business or membership solicitation. This discussion shall be no longer than fifteen (15) minutes in duration and shall not result in additional expense to the Service, other than that provided for in Article V, Section A. It is expected that this discussion will occur normally within thirty (30) days of the new employee's entry date.

Section F--Notification of Reviews and Studies:

The Council Regional Representatives shall be notified of impending OPM reviews, Personnel

Division reviews, formal classification studies, or other work-related studies conducted by Service officials which are scheduled within their jurisdiction. If possible, such notification shall be in writing and given at least one (1) week prior to its commencement.

Section G--Circuit Profiles and Listings:

Upon written request, no more frequent than every six (6) months, the Regional Director will furnish the Union's Regional Council Representative(s) copies of the approved circuit profiles and listings.

ARTICLE XVI--OFFICIAL TRAVEL AND PER DIEM

Section A--Policy:

Every effort will be made to schedule official travel during the employee's regular tour of duty. In those cases where travel cannot be scheduled during regular hours, the affected employee(s) will be compensated for travel time in keeping with applicable pay laws and Government-wide regulations.

Employees are to be compensated for travel at the maximum per diem and mileage rates prescribed by law and regulations of applicable higher authority.

Section B--Travel Advances:

Upon written application (AD-615), an employee will be advanced sufficient funds to cover anticipated per diem and mileage expenses except in emergencies when travel authorizations are received too late to permit payment by the standard process. The Service will expedite emergency advance of funds in accordance with Service and National Finance Center procedures. Employees in a regular travel status will be provided funds for such travel through a regularly maintained travel advance. Travel advance balances shall be in accordance with Service and National Finance Center requirements.

Section C--Authorization of Use of a Privately-Owned (POV), GSA or Leased Motor Vehicle:

The use of a vehicle on patrol assignments will be determined by the responsible Service official and authorized when it is deemed advantageous to the Government and will best assure that the mission of the Service is accomplished. The authorizing official shall consult with affected employees before making the determination.

Factors such as cost, the type of operation, workload of the assignment, relative safety of the neighborhood, driving conditions, fuel efficiency, parking facilities for the vehicle, physical strain on the employee, night work, and the efficient use of manpower shall be weighed in determining the authorization to use a motor vehicle and the type to be authorized.

Those employees who are ordered to pick up and return a GSA or leased vehicle from or to a central garage or facility, other than their residence, shall be on official time from the pickup time until the vehicle is returned. The Service will arrange for a safe and adequate parking place for the employee's POV at the pickup point, without charge, whenever it is possible to locate such parking place in the vicinity.

Section D--High-Mileage Drivers:

The determination as to whether an employee is a high-mileage driver will be based upon a forecast of the number of miles the employee is expected to drive for the coming fiscal year. The number of miles driven by the employee during the past fiscal year will be a prime factor in

making this forecast except where circumstances change such as where the employee is (1) reassigned to a different duty station, (2) reassigned to a different position at the same duty station, (3) assigned more or fewer establishments to cover, or (4) assigned less frequently to the establishments currently covered.

If the Service fails to provide the Government-furnished vehicle by the commitment date, the employee will be allowed to claim the maximum mileage rate for use of his POV until such time as the vehicle is furnished.

ARTICLE XVII--CAREER DEVELOPMENT AND TRAINING

Section A--Policy:

The Service and the Union agree that the training and development of employees within the unit will improve the efficiency and effectiveness of the Service. To effectuate and further this policy, the Service shall maintain, within its available resources, an aggressive training program. Employees are encouraged to participate in furthering this policy through broadening their own education and self-development.

The Service will train employees in those appropriate inspection phases of the Program to the maximum extent practicable. A concerted effort will be made to provide specialized technical training through job-related courses for eligible employees.

The following approaches to employee training and career development will be utilized when determined by the Service to be in its best interest:

1. In-service and on-the-job training to improve capabilities to perform their current duties.
2. Cross training and assignments in complimentary positions, whenever feasible.
3. Enrollment of employees in part-time educational programs at local educational institutions or in correspondence courses and the like.
4. On-site work study programs.

Section B--Employee Participation:

The Parties recognize that each employee is responsible for applying reasonable effort, time and initiative in increasing his or her potential through self-development and training. Employee are encouraged to take advantage of training and educational opportunities that could enhance their efficiency on the job and provide skills needed for advancement. However, an employee will not be forced to participate in a training program not related to his/her current inspection functions and job responsibilities.

Employees shall be given reasonable opportunities to discuss training needs and opportunities with their supervisors.

Section C--Non-Discrimination Policy:

The Service agrees that there will be no discrimination in the selection of employees for training and participation in career development programs.

Section D--Career Plans:

Career development for the individual employee shall be encouraged by the Service by providing an opportunity to develop a personal career development plan. Each calendar year, a

Career Development Plan that enhances work proficiency and career development will be prepared by the supervisor, in consultation with affected employee, in conjunction with the annual performance evaluation. The plan will identify the training objectives and the means by which they will be accomplished. Methods of training available are (1) on-the-job, (2) reading assignments, (3) job related conferences and meetings, and (4) formal training. The accomplishment of all training is subject to the availability of funds.

In developing the plan, consideration will be given to the employee's present skills and knowledge levels, the relationship of his/her position to other positions in the food inspectors' series career ladder, and past training received. The plan shall be designed to provide positive encouragement for employee development through initial, recurrent, and functional training activities.

Section E--Announcements:

The Service agrees to provide all employees, upon request, with information on training and educational opportunities, including the Upward Mobility Program. Employees will be advised of the requirements to enter such training programs and will be assisted in applying. Employees applying for a course will be notified prior to the start of the course of their selection or nonselection. Reasons for nonselection will be given to an employee.

Section F--Record of Training:

A record of satisfactorily completed formal training courses will be filed in each employee's personnel folder within a reasonable time after such training is completed. The employee will receive a copy. In addition, the employee is responsible for furnishing information of other training which has been accomplished or completed if he/she wants it to be included in the file.

Section G--Training Costs:

To the extent resources permit, the Service will support approved training courses that would be beneficial, as determined by the Service. However, the amount it will pay for each approved training course will be limited by such factors as the measure of program benefit and the availability of training funds. The selection of employees for training shall be impartial and equitable among interested employees.

Employees will be granted official time, when appropriate, to participate in approved program or courses.

Section H--Utilization of Employee Skills"

Reasonable efforts will be made by supervisory officials to utilize the skills and knowledge an employee gained in a training or development program.

Section I--Reports:

Upon request, the Service agrees to advise the Council on an annual basis of the training activities within MPI which have taken place during the preceding year. Such information shall enumerate training received by employees by grade level and organizational unit for those employees in the recognized unit only.

Section J--Supervisor/Local Presidents' Training:

Joint training sessions on the interpretation and application of the terms of this Agreement shall be scheduled by the Service at convenient field locations as soon as possible after the date of approval.

Discussions will be led by individuals selected by the Parties to this Agreement. Trainees and trainers shall be on official time and expense.

The number of supervisors and Local Presidents to be trained shall be determined by the Regional Director of each region in consideration of the funds available for such purpose. However, every effort will be made to train all Circuit Supervisors and Local Presidents at a minimum.

It is agreed that the aforementioned training may be conducted in conjunction with the labor-management meetings provided for in Article X.

ARTICLE XVIII--WORK MEASUREMENT STANDARDS

Section A--Policy:

The Service and the Union agree that the adoption and implementation of equitable and reasonable work measurement standards are essential to the maintenance of the quality of inspection, the effective and efficient use of personnel, and the safety and health of employees. In consideration of the above, the Service shall monitor the application of new and existing work measurement standards and propose necessary revisions thereto in the event circumstances arise which outdate their usefulness. The Union may also make recommendations with respect to new or existing standards. Union representatives identified in Article V, Section A, may request a special review of an assignment when the facts are such as to warrant such a review.

Section B--Devising Work Measurement Standards:

The Service and Union agree that during the planning process involved in devising new standards or amending existing standards the Union will be kept abreast and informed as data is developed. The Union agrees to appoint a standing committee of four (4) members to facilitate the receipt of such information and the raising of questions relative thereto.

The entire Council will be formally consulted by Service officials in the decision-making process relative to the adoption of new or revised work measurement standards resulting from the planning process. The Union's views will be given good-faith consideration and adopted whenever feasible to do so.

Section C--Availability of Work Measurement Standards:

Each area and circuit supervisor shall maintain a set of official work measurement standards and shall make such work measurement standards available upon request for review by the President of the Local or his designee. The Regional Director shall also make such information available to the appropriate Regional Council Representative upon request.

Section D--Application of New Work Standards:

Work Standards will be fairly and equitably applied, and every effort will be made by the Service, within available resources, to decrease the work load of employees which is found to exceed the published rate.

Both Parties recognize that some time lag may occur between work measurement standards studies and their implementation. Accordingly, it is understood that existing standards will remain in effect until new standards are developed and implemented. The Service shall make every effort within available resources to implement new or revised standards in the order of their development.

The work measurement standards under development as of the date of this Agreement shall not be implemented until they are presented to the Council for review and the comments of the Council given good-faith consideration.

If it is found that employees are adversely affected due to a realignment of the work force resulting from the implementation of new or revised standards, appropriate arrangements to minimize such effect shall be negotiated between the Parties. During the implementation phase of new standards, a designated representative from each Regional Council and Local affiliated with the Council will be afforded the opportunity to receive training pertinent to the application of the standard.

Negotiability

The Parties agree to renegotiate additional provisions of this Article pursuant to a finding of negotiability of such provisions by the FLRA.

ARTICLE XIX--EMPLOYEE RESPONSIBILITIES AND CONDUCT

Section A--Policy:

The Parties agree that the maintenance of unusually high standards of honesty, integrity, impartiality and conduct by inspection employees is essential to assure the proper performance of the Service business and to retain the confidence of the general public in Service operations. The Parties further agree that it is the responsibility of employees to acquaint themselves with the contents of Appendix I of the Department's Employee Handbook which fully details prohibited conduct and other responsibilities of employees. The provisions of law, higher level regulations, the contents of said Appendix I, FSIS Directive 4735.3, and the provisions of this Article constitute the sole requirements to be applied to employees of the unit with respect to conduct and responsibility.

Section B--Training:

All newly hired employees will receive conduct and ethics training during orientation. Training will consist of an oral exposition as well as afford employees the opportunity to raise questions. Each employee will initial the appropriate form that such training was received.

Film strips or video programs on these subjects will also be made available for use at work unit meetings.

Section C--Regulatory Conflicts:

When a clear conflict in regulatory guidance is determined to exist by an appropriate level of management, employees must comply with guidance determined by that level of management to be binding until the conflict is resolved. If employees fail to comply with the guidance determined to be binding, appropriate action may be taken against those employees.

Section D--Conflict of Interest:

In accordance with FSIS Directive 4735.3, employees who find themselves in an actual conflict, a potential conflict, or in a situation that could give the appearance of a conflict of interest will, except as provided in Section E, immediately make known to their supervisor the nature of the situation along with any suggestions as to how the situation may be remedied. Employees who fail to make such situations known within 15 days may be subject to disciplinary action.

Section E--Reports of Misconduct:

Employees who have reason to believe that misconduct has been committed shall report it promptly to their supervisors (except in cases bribery, prohibited political activity, or forgery or Government checks). If the circumstances of the case are such that the employee feels his/her report should not be routed through his/her supervisor, it shall be reported to the next higher or appropriate level of supervision.

Section F--Employee Requirements and Responsibilities:

All employees are obliged to conduct themselves as prescribed by all applicable provisions of the Article, Appendix I and FSIS Directive 4735.3. All inspectors are subject to the same requirements.

Section G--Bribery or Attempted Bribery:

Any employee who is offered a bribe has the responsibility for immediately reporting the facts of the case to the Office of Investigation (OI) by the most expeditious means available.

The employee shall not disclose the information reported or that it was reported without the prior approval of OI or the Federal Bureau of Investigation (FBI). The Service shall maintain a listing of appropriate OI reporting points which shall be readily available to employees in field locations.

If an employee has reasonable cause to believe that he/she is the personal subject of a bribery investigation, he/she has the right to contact a representative of his/her choice.

Section H--Union Activities as Outside Activities:

Assisting or acting as a representative for a labor organization does not require approval by the Service; however, in order to conduct labor-management activities, the Parties to this agreement will keep each other notified, on an ongoing basis as necessary, of the identities of their respective officials as provided for in Article V.

Section I--Farm/Ranch

Any outside employment or financial interest in land used for commercial production of any commodities inspected, graded, regulated, or otherwise controlled by FSIS must be reported through supervisory channels for appropriate conflict-of-interest review and approval.

Section J--Applicability of Employment Restrictions:

Employment restrictions will apply when there is an appearance of a conflict-of-interest or a conflict-of-interest between one's off-duty activities and performance of inspection duties.

Section K--Purchase of Product:

Employees may not purchase, without prior approval from an immediate supervisor, products, personally or through another individual, from a plant or establishment regulated, inspected, or otherwise controlled by FSIS if employee performs a function related to the commodity or commodities dealt with or processed by the plant or establishment.

Section L--Political Activity:

Employees will not be subject to additional limitations on political activity beyond those provided by law.

Section M--Member of Family Conduct:

Although FSIS employees will not be held responsible for the conduct of their adult family members, they will be held responsible to acknowledge and report all situations in which any adult family member's employment, duties, or financial interests may create or give the appearance of a conflict of interest in relation to the FSIS employees' employment and/or assignment.

ARTICLE XX--ACCEPTABLE LEVEL OF COMPETENCE

Section A--Policy:

Within-grade salary increases shall be granted or withheld in accordance with applicable Office of Personnel Management and Department regulations, FSIS Directive 4531.1 and this article.

Supervisors are responsible for keeping employees informed of the acceptability of their work on a regular basis.

Where employees have been assigned to their present supervisor for less than ninety (90) days, and the supervisor cannot adequately assess the employee's performance, said supervisor shall secure the views of the employee's previous supervisor, when available, before making a determination. The employee's previous supervisor, if possible, shall initial the rating form to signify that his/her views were considered by the rating supervisor.

Section B--Procedures:

The Parties agree to the following procedure in withholding a within-grade increase (WGI):

1. The rating supervisor shall make a tentative determination at least sixty (60) days prior to the employee's WGI anniversary date as to whether the employee's WGI is to be withheld.

2. If the supervisor concludes that the employee's work is not of an acceptable level of competence, he/she will discuss the situation with the employee and provide a written notification to the employee at least sixty (60) days before the employee's WGI eligibility date. At a minimum, the notification will include:

a. An explanation of the WGI criteria for an acceptable level of competence and specification of which (either or both) the employee has not met.

b. If the employee will be rated does not meet on a critical element, specification of which elements are determined to be below the expected level, with examples for each.

c. If the employee will be rated below fully successful on the composite appraisal. Specification for each element that will be rated does not meet with examples for each (See, Appendix I).

d. Advice as to what the employee must do to bring his/her performance up to the acceptable level.

e. A statement that specifies the period of time the employee has to bring his/her performance up to the acceptable level.

The supervisor will inform the employee three (3) weeks prior to the effective date of the WGI if the employee's performance has improved to the point where a WGI will be granted.

3. If the employee's performance has not sufficiently improved, the Regional Director will inform the employee in writing:
 - a. that his/her work has been reviewed;
 - b. that it has been determined not to be of an acceptable level;
 - c. the performance elements and tasks in which it has been determined the employee's work failed to attain the acceptable level.
 - d. that the employee may request administrative reconsideration in writing within fifteen (15) calendar days of receipt of the negative determination from the Regional Director and the right to appeal to the Merit Systems Protection Board (MSPB) or to grieve; and
 - e. the name of the person responsible for receiving the request for administrative reconsideration and for making the decision.
4. In the event the appraisal supervisor fails to make a tentative determination sixty (60) days prior to the employee's WGI anniversary date, the official determination will be delayed for 60 days after the tentative determination. In the event the official determination is then to grant the WGI, the WGI will be granted retroactively to the original due date.

Section C--Reconsideration:

When reconsideration or appeal to the Merit Systems Protection Board results in a decision favorable to the employee, the within-grade increase shall be effective as of the date it would have been made had the initial determination be favorable.

When the reconsideration or appeal sustains the original unfavorable decision, or the employee does not request reconsideration, a new determination will be made as soon as the supervisor is satisfied that the employee has attained an acceptable level of competence, but no later than fifty (52) weeks from the date of the unfavorable determination. The supervisor and the employee shall meet to discuss the employee's progress or lack thereof ninety (90) days after the withholding date and at the end of each ninety (90) day period thereafter until the redetermination decision is made. A new determination under this Section, if favorable to the employee, shall be effective the first day of the pay period following the new determination.

ARTICLE XXI-PERFORMANCE EVALUATION

Section A--Policy:

The Parties agree that FSIS Directive 4430.1 and the provisions of this Article shall be fairly and equitably applied in the evaluation and appraisal of employees.

It is further agreed that the Union will be kept fully apprised by the Service of the workings of the Performance Evaluation System and the approaches designed for the implementation of the Directive and any necessary changes thereto.

Section B--Performance Standards:

Performance Standards will be fair, objective, reasonable, and directly related to the duties of an employee's official position.

Employees will be kept fully informed of the requirements of the position and will be furnished a copy of the performance standards and the critical elements for their position at the beginning of each appraisal year.

The standards will be discussed by the supervisor and employee at the beginning of the rating year and an understanding achieved as to what will be expected of the employee. If an understanding is not obtained, the next level supervisor will attempt to resolve the differences.

Periodic reviews between an employee and the rating supervisor shall take place every 4 months during the appraisal period. One of these reviews shall coincide with discussion of the annual performance rating.

Section C--Performance Rating:

An employee's performance rating will be the result of the application of documented performance standards for the employee's position. All performance appraisals shall be in writing and the basis for the rating discussed with the employee. The employee shall be given adequate opportunity to improve his/her performance, and supervisors will make a sincere effort to assist the employee in improving performance to the required level.

In situations, such as doubling of assignments, where employees may be assigned additional duties, the employees are expected to make a good faith effort to do the best they can under those circumstances.

Supervisors shall take into consideration for purposes of an employee's performance rating those periods when he or she works out of his/her normal job classification and/or has a doubled assignment.

Section D--Rating of Union Representatives:

The Parties recognize that Union representatives may legitimately be absent from their normal assignments in carrying out the tasks and responsibilities assigned to them under this Agreement and in performing other duties associated with Union leadership.

Supervisors will take this fact into consideration in preparing evaluations on these individuals and will not unfavorably rate such individuals because of these absences or disruptions in the work routine.

Section E--Consultation/Negotiations:

The Service will consult with the Council on the development or revision of all measures of performance.

The Service will afford the Union the opportunity to negotiate on changes in the performance appraisal system in advance of implementation in accordance with Title VII of the Civil Service Reform Act of 1978.

Section F--Appeals:

An employee's disagreement or dissatisfaction with his/her performance evaluation or any other element of the appraisal process or procedure may be grieved under the negotiated grievance procedure. The Union may also utilize the grievance procedure to file its disagreement or dissatisfaction with the manner in which the program is being conducted.

ARTICLE XXII-MERIT PROMOTION

Section A--Policy:

The Parties agree that the intent and purpose of a Merit Promotion Plan is to insure that merit

principles are applied in a consistent manner with equity to all employees. The Parties further agree that the viability and acceptability of a Merit Promotion Plan is to a great extent dependent on its effectiveness in providing employees a definite opportunity for career advancement through judicious use of the selection process.

The provisions of the FSIS Merit Promotion Plan and this Article shall govern promotions to positions within the bargaining unit for which unit employees are eligible to compete.

Section B--Promotion Review Panel:

A Promotion Review Panel will be structured in each region to consider unit employees for promotion to non-supervisory positions. The size of the Panel will be determined in negotiations between the regional parties. At least fifty (50) percent of the Panel members shall be appointed by the Regional Director from a list of two (2) nominees for each position submitted by each Regional Council President with jurisdiction within the region. All Panel members shall participate fully in all deliberations and decisions by the Panel.

Both Parties agree that Panel members must treat all information relative to individual employees which they receive during Panel deliberations as confidential. Failure to do so shall lead to immediate removal from the Panel.

Section C--Appeals of Merit Promotion Actions:

Employee or Union appeals arising over the interpretation or application of the provisions and requirements of this Article and Agency's Merit Promotion Plan shall be processed in accordance with the negotiated grievance procedure contained in Article XXXII.

When a grievance is filed, the employee or his/her representative, or in the case of a Union grievance, the Union representative, will be permitted to review records used as a basis for ranking and selecting employees in the promotion action. This shall include the records and material considered by the Promotion Review Panel, any training or any pertinent performance evaluation, education records or records of awards received by employees or other documents considered in the promotion action, the promotion register and the name of the employee selected. Excepted from review are appraisals of supervisory potential and the contents of the Official Personnel Folder(s).

Information on other employees will be altered to the extent necessary to prevent their identities from being known.

Section D--Selection of Candidates:

All unit employees on the promotion certification who are not selected for promotion will be notified in writing of the name of the candidate selected.

Upon request, any employee who was not selected may request counseling from his/her Circuit Supervisor regarding ways of self-improvement which might enhance prospects of future selection.

ARTICLE XXIII--STAFF REDUCTIONS, TRANSFERS OF FUNCTION, AND REALIGNMENTS OF THE WORKFORCE

Section A--Policy:

In accordance with applicable law, regulations and this Article the Service agrees to protect the jobs and salaries of all employees in effecting staff reductions, transfers of function, and

realignment of the workforce. The Service agrees to minimize the adverse effects of a staff reduction whenever feasible. Attrition will be utilized for this purpose when possible. The Service further agrees to inform the Union of its intent with respect to staff reduction, transfer of function, or realignment of the workforce before a final decision is made, or the assumption of a State Inspection Program by the Service, before any final action is taken on the matter. The information to be furnished the Union shall include the reasons for the intended action, the expected impact on employees, the number of State employees expected to qualify for Federal employment, the Federal grade levels involved and such other information which can be considered pertinent to the action being contemplated. However, nothing herein shall be construed to lessen the Service's responsibility to inform the affected employees of their rights and to answer their questions.

Section B--Staff Reduction:

1. Reassignment:

In the event a staff reduction becomes necessary in one or more competitive areas, the Service shall make a concerted effort to reassign employees to avoid a reduction-in-force in accordance with the intent of FSIS Directive 4300.1 which covers assignments to vacant positions in work reduction situations. Employees found subject to reassignment under the cited Directive may voluntarily elect to fill a priority vacant position in the local commuting area at a lower grade level in accordance with their respective standings on the retention list used to select employees for reassignment.

An employee who has been involuntarily reassigned as a result of reduction in staff shall be given the first opportunity to return to his/her original position or a similar position at the employee's expense, unless the return is in the Service's interest, if such position is reestablished in the commuting area from which he/she was reassigned; provided that a request for transfer is submitted at the time of the involuntary reassignment. This priority consideration will continue in force as long as the employee maintains an active transfer request. An employee under these circumstances may also be permitted to accept a voluntary reduction in grade to a vacant position within the local commuting area provided no other employee is entitled to the position in accordance with this subsection. A reassigned employee shall be obligated to respond to an offer to return to the original position or location within three (3) working days from the date of the offer. Failure to respond within the stated time shall indicate a declination of rights.

2. Reduction in Force:

In the event of a reduction-in-force (RIF), the procedures set forth in FSIS Directive 4351.1, OPM regulations, and this Agreement shall apply. These procedures shall include full retreat and bumping rights within the competitive area for those employees affected. No general staff reduction notice will be issued to employees until appropriate retention lists have been developed in accordance with applicable regulations. When a general staff reduction notice is issued to employees, a specific notice will be given the employee(s) affected not less than ten (10) working days preceding the effective date of the reduction. Union representatives and affected employees shall have access to retention lists established under reassignment and RIF procedures.

Upon notification of the Union with respect to a staff reduction, the Service will impose a nationwide hiring freeze of positions for which affected employees may be qualified and agrees not to reassign employees in other job series to such positions. The hiring freeze will remain in effect until the affected employees are placed or decline an offer of placement.

Nothing in this Article shall lessen the responsibility of the Service to extend all possible help to employees affected by a RIF with respect to outplacement or placement in existing vacancies

within the Service for which the employees are qualified. The Service will keep the Union fully apprised of contemplated action in a reassignment and RIF situation and shall meet with appropriate Union representatives upon request.

Section C--Transfers of Function:

Definition: For the purpose of this Section, transfer of function means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas; or the movement of the competitive area in which the function is performed to another commuting area.

Transfer of function will not be used for the purpose of encouraging resignations or early retirements.

In the event of a possible transfer of function, the Service shall:

1. Inform employees as fully and as soon as possible of plans for the transfer of function and the governing regulations;
2. Notify the employees in writing of the proposed action in sufficient time so that the employees will be able to consider the action and give a reasonable answer. Where the transfer of function is to another commuting area, the employee shall have no less than thirty (30) calendar days to accept or reject the position offered;
3. Make every effort to place affected employees in vacant budgeted positions for which they qualify;
4. Assist and counsel affected employees in seeking placement opportunities with other Federal agencies or elsewhere in the community;
5. Counsel employees in individual rights relating to such matters as retirement and severance pay; and
6. Place the name of each affected employee who so wishes on a list for consideration for those vacancies for which the employee is qualified so that consideration will be given in the appointment process.

The Service will meet with the Union to discuss transfer of function, either by the Service or any other Government entity, when such transfer of function has been determined to any degree of certainty. In a transfer of function occurring between the Service and another Federal agency, the Service and the Union will meet with the management of the gaining agency in order to explain the contents of this Agreement.

Section D--Realignment of the Workforce:

Definition: For the purposes of this Section, a realignment of the workforce includes any reorganization or technological change having an effect on unit employees including the assumption of an inspection function previously performed by a public or private enterprise.

The Union shall be fully informed of Service plans to realign the workforce for whatever reason.

The Service will meet with the Union to discuss any and all details of the realignment or technological change, and to negotiate appropriate arrangements for employees adversely affected if such negotiations are in order.

When the Service assumes an inspection function previously performed by a public or private enterprise, it shall be considered to be a realignment of the workforce and the notification and

discussion provisions outlined above shall apply.

Section E--Temporary Layoffs:

When it is deemed necessary to effect temporary layoffs of thirty (30) days or less, those employees affected shall be identified by use of retention lists based on the local commuting area for the location(s) involved.

ARTICLE XXIV--HOURS OF WORK

Section A--Policy:

Except for those food inspectors on a compressed work schedule, the basic workweek for food inspectors shall consist of five (5) consecutive eight (8) hours work days within the administrative workweek of Sunday through Saturday, excluding the lunch period.

Section B--Lunch Period:

The lunch period is the only official authorized interruption in the inspector's basic tour of duty, once it begins. The lunch period may be 30 minutes, 45 minutes, or in any case not to exceed 1 hour in duration. Once established, the lunch period for inspectors shall not, except as provided herein, occur prior to 4 hours after the beginning of scheduled operations nor later than 5 hours after operations begin. In plants where a company rest break of not less than 30 minutes is regularly observed, approximately midpoint between the start of work and the lunch period, and inspectors are allowed this time to meet their personal needs, the lunch period may be scheduled as long as 5-1/2 hours after the beginning of the scheduled operations.

Similarly, if operations are due to cease 5-1/2 hours after the start of operations the requirements of this Section shall not apply. The length of the inspector's lunch period shall not be set or altered for the purpose of avoiding the payment overtime. The lunch period of multi-plant assignments shall be determined by the immediate supervisor in discussion with the employee involved based on the volume and type of operations being conducted.

Section C--Relief Breaks:

The Parties recognize that temporary relief breaks are desirable for those inspectors who are working slaughter line positions.

A total of thirty (30) minutes break time in an eight (8) hour day shall be regularly scheduled after discussion with the Union's Local representative.

The above will be in addition to plant breaks.

The only exceptions to the above shall be in the following situations:

1. Where it is physically impossible to provide the break time due to a temporary manpower shortage. If this exception is exercised, the supervisor shall furnish the plant representative with the reasons. If the plant representative is located at a different duty site such reasons shall be furnished in writing.

2. Where it is agreed by the supervisor and plant representative that the full 30-minute break time cannot be given for a temporary period.

The Parties shall examine the administration of relief breaks in the context of the joint committee to be established under Article XIII, Section M.

Section D--Compressed Work Schedule:

The Parties agree to implement the intent and purpose of the Federal Employees Flexible and Compressed Work Schedules Act of 1982, P.L. 97-221, principally improved productivity, greater service to the public, enhancement of employees' lives, and energy conservation, by adopting the following provisions for the term of this Agreement or July 23, 1985, whichever occurs first. Compressed work schedules, as allowed under P.L. 97-221, are hereby authorized for unit employees in accordance with the following conditions:

1. The work unit for purposes of this Section will include all unit employees assigned to an official establishment or rotation pattern, where appropriate.
2. A majority of unit employees in the work unit must vote to adopt the compressed workweek and be approved by the Administrator before it will be implemented.
3. The employees in the work unit involved shall hold an election by simple majority. The vote will be by secret ballot and conducted by the Plant Representative of the establishment(s) or the Local Union President, as appropriate, who will certify the results in writing to the appropriate Circuit Supervisor. The Service may appoint a representative prior to the vote to explain the type of compressed work schedule to be voted upon and to answer related questions.
4. Upon written request and if the Administrator or his designee determines that participation by an employee in a compressed work schedule would impose a personal hardship on such employee, the Administrator or his designee shall make every effort to reassign such employee to a noncompressed work schedule assignment within his commuting area for which such employee is qualified.
5. Employees participating in a compressed work schedule shall have an 80 hours biweekly basic work requirement and a daily and weekly basic work requirement consistent with the provisions of P.L. 97-221 and the type of compressed work schedule established.
6. Employees participating in a compressed work schedule will be entitled to all existing holiday and other premium pay benefits including overtime pay for hours in the excess of the basic work requirement.
7. Employees participating in compressed work schedule who are required to work on a holiday, Sunday or nights, as part of the compressed work schedule, will be entitled to holiday, Sunday or night differential pay, as appropriate, under the provisions of Title 5, United States Code, as presently applied.

In accordance with the provisions of P.L. 97-221, the Administrator may terminate a compressed work schedule if it has caused an adverse agency impact. Except for a hardship exemption, an individual unit employee or a group of employees within a work unit will not be excluded from the compressed schedule once the employees in the work unit have voted to participate in the experiment.

The contents of this Section shall constitute the total agreement between the Parties with respect to a compressed work schedule for unit employees and its contents shall not be further negotiated or changed by subordinate levels.

ARTICLE XXV--POSITION CLASSIFICATION, TRANSFERS, AND DETAILS

Section A--Position Classification:

All positions in the unit will be classified by comparison with published Classification Standards

issued by the Office of Personnel Management. The principle of equal pay for substantially equal work will be applied to all position classification actions. Position descriptions furnished employees shall contain the principal duties, responsibilities and supervisory relationships for classification purposes. The position description can also be used to identify training and qualifications and performance requirements of the position. The phrase "performs other duties as assigned," as used in the position description, shall be interpreted with reason by the Service and shall not include the duties unrelated to the inspection functions. When significant changes in the duties and responsibilities of the position occur, the position description will be amended or rewritten to accurately describe the current position. The supervisor shall then certify the revision on Form AD-332 and forward it through the Regional Office for consideration.

Employees are entitled to discuss their position description with the supervisor when there is a question concerning the proper classification of their position.

The Service agrees that positions will be reviewed on periodic basis to insure what positions are properly classified. The Union will advise the Service if it has a concern with respect to any of the positions occupied by members of the unit. In cases where the Service intends to conduct a formal classification survey, it will notify the Union as soon as possible before the survey is begun.

Employees may appeal the classification of their position in accordance with FSIS Directive Final decisions rendered in a classification appeal by the Office of Personnel Management shall be promptly implemented by the Service.

Section B--Transfers:

The Service agrees to facilitate the utilization of employees' skills and interests as well as improving employee morale by considering employee requests for reassignment when feasible and the availability of personnel permits. When an employee is reassigned to a position other than his present SJ Number, the employee will be given a reasonable training period not to exceed three (3) months in which to become proficient.

Section C--Details:

A detail is an temporary assignment of an employee to a different position for a specified period with the employee returning to his/her regular duties at the end of the detail. Details are intended only for meeting temporary needs of the Service's work program when necessary services cannot be obtained by other desirable or practicable means. The Service shall be responsible for keeping details within the shortest practicable time limits and assuring that the details do not compromise the open-competitive principle of the merit system.

Details outside of an employee's official duty station will not exceed two (2) weeks, except in cases such as (1) when employees volunteer for longer periods of time, (2) when there is no work to be performed by the employee at the duty station as a result of plant strikes or plant closures, and (3) State takeovers.

Employees will be permitted a return trip to their duty station every third (3rd) weekend in cases where details are for extended periods of time.

Employees detailed temporarily to a higher-grade position will, upon request, be provided an oral or written explanation of the principal duties and functions of the position. Except for brief periods, not to exceed sixty (60) consecutive days, employees shall not be detailed to perform work of a higher grade unless there are compelling reasons for doing so. Instead, the employee should be given a temporary promotion. The Service shall not continually fill a vacant position with employees of a lower grade on a less than sixty (60) day assignment basis if an appropriate register can be obtained for a temporary or permanent promotion. If a reassignment is made to

a position with known promotion potential, it must be made under competitive procedures. Details in excess of thirty (30) calendar days to a higher position will be reported on Standard Form 52, "Request for Personnel Action," and maintained as a permanent record in the Official Personnel Folder.

Should the requirements of the Service necessitate an employee's being detailed to a lower level position, this will in no way adversely affect the employee's salary, classification, or job standing.

ARTICLE XXVI--STAFFING AND CROSS-UTILIZATION OF EMPLOYEES

Section A--Staffing:

The Parties agree that to achieve acceptable results assignments should be adequately staffed with qualified personnel. However, it is recognized that situations will arise due to severe weather conditions, employee leave, and other emergencies whereby a full compliment of employees will not be available for duty. In such situations, employees may be assigned additional duties on a temporary basis. Employees are expected to make a good faith effort to do the best they can under the circumstances. The assignment of such additional duties shall be taken into consideration during the performance evaluation process. In such cases the supervisor, in conjunction with the employees, shall establish priority procedures for covering the assigned duties.

Section B--Cross-Utilization of Employees:

The Parties agree that where practicable, the cross-utilization of unit employees with employees of other programs could contribute to the efficiency of operations in many instances and broaden the capabilities and opportunities of the employees involved. As a consequence, the Parties have assumed a positive attitude toward such cross-utilization.

The Service will afford the Council the opportunity to negotiate the impact and implementation of proposed changes in the policy of cross-utilization in accordance with Title VII of the Civil Service Reform Act of 1978.

Cross-utilization policies of the Service are not intended to interfere with employee's rights to leave and relief breaks, as provided for in this Agreement.

ARTICLE XXVII--INCENTIVE AWARDS PROGRAM

Section A--Policy:

The Parties agree that an Incentive Awards Program is a necessary and useful mechanism through which employee accomplishments may be recognized.

The Service will continue to foster and administer an on-going program which shall:

1. Insure consistency and equity in the application of standards and criteria established for making awards;
2. Act promptly on employee contributions so as to encourage maximum employee participation;
3. Utilize management review processes to identify program or operational areas in which superior work results warrant the consideration of employees for awards; and
4. Assure that employees at all grade levels will be reasonably represented in the awards given.

Section B--Statistics:

The region will, on an annual basis, provide the Union with information on awards granted unit members including breakdown by grade level and type of award.

Section C--Distribution and Timing of Awards:

Employees shall be considered for awards on an annual basis. An equitable distribution of awards by grade exclusive of the probationary level shall be made in each region. All awardable candidates will receive, at a minimum, a letter of commendation.

ARTICLE XXVIII-USE OF OFFICIAL FACILITIES

Section A--Meeting Space and Telephone:

The Service agrees to furnish the Union, upon request, a reasonably sized Government conference room, if available, for its use while the National Joint Council is assembled in Washington, D.C., for official meetings.

The Union's Locals will be granted use of Government-owned or leased space for meetings on the nonduty hours of employees involved. Management officials will permit the use of such space when available and in instances where such use will not conflict with the performance of official functions. The affiliate is responsible for exercising reasonable care in the use of such facilities. Council Presidents will be permitted the use of Service-leased or controlled telephone service to contact Service officials in fulfilling their functions under this Agreement. Designated Union representatives identified in Article V, Section A, will also be permitted reasonable use of local Service telephones to contact their Service counterparts in the performance of their representation responsibilities.

Section B--Space for Discussions:

The Service agrees that a Union representative is entitled to privacy when conducting an authorized discussion or presentation of a grievance with Service officials.

Section C--Use of Copiers:

Copiers maintained by the Service in Washington, D.C., shall be made available to the members of the Council upon request for purposes associated with employee representation. The extent of such reproduction and the number of copies requested shall be reasonable as determined by the official receiving the request.

Section D--Use of Bulletin Boards:

The Union may be provided use of bulletin boards in Service-owned or controlled facilities whenever possible. Items placed on such bulletin boards must be in accordance with applicable Department or Service regulations.

Section E--Parking Spaces:

The Service will make an attempt to obtain parking space for inspectors at offices and official establishments. This shall include proper marking to preclude use by other than Service employees having inspectional responsibilities at more than one location or those having a permanent physical handicap will be provided parking spaces at such locations, whenever possible.

ARTICLE XXIX--INDUSTRIAL DISPUTES AND CIVIL DISORDERS

Section A--Policy:

Employees in the unit are responsible for not taking sides or becoming personally involved in an industrial dispute between the management and employees of the official establishment or plant to which they are assigned. They are responsible during the plant strike periods for reporting to work as scheduled, and performing assigned inspection duties unless otherwise directed by their supervisor.

If a plant strike date is announced in advance, the supervisor shall prearrange for safe access of his/her subordinates to the worksite, and will be present at the access and exit points whenever subordinates are entering or leaving the worksite unless definite arrangements are made with plant management and officials of the striking union to assure the safety of the inspector(s) involved. The designated union plant representative and the affected inspectors will be notified prior to the strike of the arrangements which have been made.

If the supervisor deems entrances to or exits from the plant to be unsafe, he/she shall so verbally inform the inspector(s) involved and shall confirm such decision in writing to the Area Supervisor as soon as possible thereafter.

A copy shall be furnished to the Local President or other designated Union representative. If the plant strike is effected without prior notice and the inspector is confronted with a picket line in reporting for work, he/she shall approach the line, produce proper identification, state his/her responsibility for reporting for work, and request that he/she be allowed access. If access is refused, the inspector shall leave the picket line area and promptly report the facts to the supervisor by phone. The supervisor shall remain cognizant of the inspector's safety in any instructions which might be given.

An employee who believes his/her personal safety or property may be in jeopardy because of the civil disorders in the area of his/her assignment shall contact the supervisor for advice and guidance before the scheduled starting time. If the supervisor has prior knowledge of civil disorders within his/her area of responsibility, he/she shall advise the involved subordinates as to what action they should take.

The Service will assist employees in making claims for any benefits and compensations for which the employees may be eligible under applicable law and regulations.

ARTICLE XXX--DISCIPLINARY ACTION

Section A--Definition:

For purposes of this Agreement, a disciplinary action is defined as a written reprimand, or a suspension from duty for fourteen (14) days or less.

Letters from a supervisor to an employee counseling or cautioning the employee on his/her conduct or performance on a person-to-person basis shall not be processed in accordance with disciplinary procedures. However, an employee may file a grievance on the contents of the letter.

A copy of the letter will not be forwarded to the Regional Office file nor shall such copies be retained in the personal correspondence file of the supervisor for a period of longer than one (1) year. Precautions shall be taken to protect the confidentiality of the file.

Section B--Preventing Disciplinary Situations:

The Parties agree that primary emphasis should be placed on preventing situations which may result in disciplinary action and that employees in some cases could be effectively helped by supervisory and other appropriate counseling. The parties agree that work-related problems or matters of concern should be discussed first with the employee's immediate supervisor. Where working difficulties between an employee and the supervisor are aggravated by personality conflicts between them as individuals, the employee has the right to contact the next higher level of supervision in an attempt to resolve the differences. The employee may make the contact in person or by telephone if the next level of supervision is not located in the same commuting area.

The Parties further agree that disciplinary action, if taken, shall be for just and sufficient cause as will promote the efficiency of the Service and shall be in accordance with applicable regulations. In addition, and except where penalties are stipulated by law, the penalties shall be fair, equitable, and consistent with the regulations of higher authority.

The Parties agree that where disciplinary action is taken against employees, it will be considered a closed issue in the absence of further incidents giving rise to disciplinary actions.

Section C--Informal Resolution of Minor Problems:

Supervisors shall bring during those instances of misconduct to the attention of the involved employee that could result in disciplinary action, if continued. This shall be done within five (5) working days of the date on which the supervisor first became aware of the incident. A concerted effort will be made to resolve the matter on an informal basis, especially when the employee evidences a desire to change or alter those actions or practices that may lead to disciplinary action.

Excepted from the above procedure shall be those cases of criminal misconduct and other misconduct warranting formal disciplinary action in the first instance.

Section D--Procedures:

Disciplinary actions shall be initiated and processed in accordance with applicable regulations. Grievances over disciplinary action decisions shall be processed in accordance with the provisions of Article XXXII, and of Article XXXIII if arbitration is invoked. It is further agreed by the Parties that:

1. Proposals to take disciplinary action shall clearly state the employee's rights including the right to be represented by the Union and the particulars of the appeal process.
2. The appropriate Regional Council President will be timely informed of the name of the official designated to conduct the oral conference.

If the employee is not represented by the Union, the Union shall have the right to have an observer present at the oral conference, subject to a contrary determination by an oral conference officer when the employee objects on the grounds of privacy.

The Union observer shall be on official time and expense for attendance at the meeting up to twelve (12) hours and \$150. The Union shall be notified sufficiently in advance of the oral conference to permit attendance.

3. Should the determination of the Regional Director be grieved, the employee and his/her representative shall be furnished a copy of the oral conference report upon request.

Section E--Written Allegations or Charges by Industry:

Written charges or allegations by industry will be processed in accordance with Service policy outlined in FSIS Directive 5810.1. A copy of such written charges or allegations pertaining to an employee shall be furnished to the employee within three (3) working days of receipt by the Circuit Supervisor or immediate supervisor and within ten (10) working days if received by management officials at the area level and above.

Upon completion of the process provided for under FSIS Directive 5810.1, the employee will be furnished a copy of the response to the party making the charges.

ARTICLE XXXI--ADVERSE ACTION

Section A--Definition:

For purposes of this Agreement, an adverse action is defined as suspension for more than fourteen (14) days, furlough without pay for thirty (30) days or less, removal or involuntary reduction in grade or pay.

Adverse action which include an allegation of discrimination are not grievable through the negotiated grievance procedure but may be appealed through the appropriate statutory appeals procedure.

Section B--Appeals:

Adverse actions, as defined in Section A, which are appealed through the negotiated grievance procedure, shall be filed directly with the Office of the Administrator, FSIS, within five (5) working days from the date of receipt by the employee of the final decision of the Personnel Officer, Personnel Operations Branch, Minneapolis, Minnesota.

The Administrator or his/her designee shall render a decision within thirty (30) working days of receipt of the grievance. The decision shall be addressed to the grievant with copies to his/her representative and the appropriate Regional Council President.

If the grievance is not resolved to the employee/Union's satisfaction, the Council may invoke arbitration within twenty-five (25) working days of receipt of the decision of the Administrator.

The procedure and conditions for invoking arbitration are contained in Article XXXIII of this Agreement.

Section C--Resignation or Retirement in Lieu of Facing Charges:

Employees will be given an opportunity to resign or, if eligible, to retire after being informed, orally and/or in writing, that charges will be preferred with a view to removal. In such situations, the employee must be:

1. Granted an opportunity and a reasonable amount of time to make a decision without duress, deception, or intimidation.
2. On request, advised of retirement eligibility, if applicable, and given appropriate annuity figures.
3. Informed orally that the personnel action effecting the resignation or retirement will show that the employee resigned or retired after being informed that charges would be preferred with a view to removal.

Section D--Proposed Actions:

An employee who has received a notice of proposed adverse action shall be given a second copy for the purpose of informing his/her representative if the employee so desires.

ARTICLE XXXII--GRIEVANCE PROCEDURE

Section A--Purpose and Scope:

The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of the grievance filed by an employee(s), the Union or the Service. This negotiated procedure shall be the exclusive procedure available to an employee(s) or the Parties for resolving grievances as hereinafter defined except as provided in Section C of this Article.

Section B--Grievance Definition:

1. For the purposes of this Article, a grievance means any complaint--
 - a. by any employee or the Union concerning any matter relating to the employment of the employee, or
 - b. by any employee, the Union, or the Service concerning--
 - (a) the effect or interpretation or a claim of breach of this collective bargaining agreement; or
 - (b) any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment;
 - c. except that it shall not include a grievance concerning--
 - (a) any claimed violation relating to prohibited political activities, or
 - (b) retirement, life insurance or health insurance, or
 - (c) a suspension or removal for national security reasons, or
 - (d) any examination, certification or appointment, or
 - (e) the classification of any position which does not result in the reduction in grade or pay of an employee.
2. Decision Terminology (Glossary)
 - a. Accept--The grievance meets the definitions in this Section and all contractual requirements for filing as stipulated in Section F of this Article.
 - b. Reject--The grievance fails in one or more respects to meet the definitions in this Section or the requirements for filing as stipulated in Section F of this Article.
 - c. Deny--The decision concludes that the evidence does not support the grievance.
 - d. Sustain--The decision concludes that the evidence supports the grievance in whole or in part.
 - e. Remand--The grievance is returned to a previous step in the grievance procedure for reconsideration.

f. Return--The grievance is sent back for additional information in accordance with Section F of this Article.

Section C--Appeal and Grievance Options:

Matters covered under Sections 7303 (reduction in grade or removal for unacceptable performance) and 7512 (removals, suspension for more than 14 days, reduction in grade or pay, or furlough for (30) days or less) of Title 5 of the United States Code may in discretion of the aggrieved employee, be raised either under the appropriate appellate procedures or under the negotiated grievance procedure, but not both.

For the purposes of this Section, an aggrieved employee shall be deemed to have exercised his/her option to raise a matter either under the applicable appellate procedures or under the negotiated grievance procedure at such time as the employee timely files a notice of appeal under the applicable appellate procedures or timely files a grievance in writing in accordance with the provisions of the Parties' negotiated grievance procedure, whichever event occurs first.

Section D--Grievability or Arbitrability:

If the Service decides to reject a grievance on the grounds that it is not a matter subject to this negotiated procedure or is not subject to arbitration, it shall notify the grievant, his/her representative and the Council Chairman. The notification shall be served so as to be received by the identified parties prior to the date a decision is due from the Regional Director. In the event a non-grievable or non-arbitrable issue is raised, the original grievance shall be amended to include this issue and the matter, if the grievance is referred to arbitration, shall be a threshold issue in the arbitration proceedings on the grievance.

Section E--Role of the Union:

The Union shall be recognized as the representative of the aggrieved employee(s) unless such employee(s) wishes to personally handle the grievance and so informs the official to whom the grievance is being presented. No employee representative other than the Union will be recognized under these procedures.

If any employee presents a grievance on his/her own behalf, the Union shall have the right to have a representative present during the grievance proceeding on official time and expense.

When the Union is representing the employee(s), it may present the grievance with or without the employee being present. All communications from Service officials shall be transmitted simultaneously to the employee(s) and the Union representative. The Service shall provide the Union representative with records pertinent to the current grievance, if requested.

A Service official at the regional level or above, designated to conduct a fact-finding review of a grievance or complaint involving personnel policies, practices or matters covered by this Agreement, shall notify the appropriate Regional Council President and afford him/her the opportunity to be present when the fact-finding review includes discussions with unit employees.

Section F--Filing and Content of Grievances:

Most grievances arise from misunderstandings which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Service and the Council agree that every effort will be made by management and the grievant(s) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in work situations, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his/her performance, or his/her loyalty or

desirability to the organization. The immediate supervisor and employee(s) shall maintain a healthy atmosphere in which both can speak freely and have a frank discussion of the problems. All grievances will be given fair and impartial consideration at each step of the procedure defined in Section H of this Article.

Grievances must be presented within thirty (30) calendar days from the date the employee or the Union became aware of the actions which form the basis for the grievance.

A written grievance being presented by or on behalf of an employee(s) shall identify such employee(s) by name, organizational unit of employment, position, title and grade, and mailing address.

Union grievances shall identify the Union representative by name and position in the Union.

Grievances must state specifically and in detail the nature of the grievance, the previous steps which have been observed, and the results thereof, and the corrective action desired. It must be signed by the employee(s) or his/her Union representative filing the grievance. Grievances not meeting these requirements will be returned to the complainant(s) with a request for particulars as necessary to make a decision. Failure to furnish such particulars within five (5) working days of its receipt shall constitute grounds for management to reject the grievance.

Union representatives, at any step, may also request the grievant to furnish additional particulars and information to more appropriately process the grievance. Failure of the grievant to accede to such a request within five (5) working days of receipt shall be grounds for the Union's representative to withdraw from the case.

An employee or the Union shall file a grievance at the level of management that initiated the action which resulted in the grievance; however, if the grievance is filed at a higher level than appropriate, the receiving office will return the grievance to the employee(s) or the Union with instructions as to the level at which it should be filed.

Time limits as stated in this Article for a given step shall begin anew for remanded grievances.

All the time limits stated in the grievance procedure may be extended by mutual consent. Failure of management to render a decision on the grievance within the stated time limits, without any mutual agreement having been made to extend the limits, will be cause for the employee(s) or the Union to move the grievance to the next level for Steps 1 and 2 of Section H. If a decision is not timely rendered in Step 3, the Union may invoke arbitration with the entire cost borne by the Service.

Likewise, failure of the employee(s) or the Union 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 rejected.

Grievances involving a claim for backpay for denial or premium pay shall be forwarded to the Regional Representative with a copy to the Regional Director. The Council Representative may file the grievance directly with the Administrator. The Administrator shall render a decision on such grievance within twenty (20) working days of receipt. An adverse decision on the grievance by the Administrator may be appealed in accordance with Step 4 Section H.

Section G--Council Representation:

The Regional Council President shall be notified by the Regional Director upon receipt of a grievance filed by a member of the representation unit.

The adjustment shall not be inconsistent or in conflict with this Agreement. The foregoing shall

not apply if the Council President is the chosen Representative of the grievant and is processing the grievance in the grievant's behalf.

Grievances and supporting documents may be mailed in franked envelopes when addressed to a Service official.

Section H--Processing Procedure:

For the purpose of expediting the processing of grievances, the Parties agree that specific issues allegedly not reconciled at a previous step will be sufficiently identified and adequately supported with relevant information when submitted to each succeeding step. This information will not expand on the issues established at the initial step of the grievance procedure.

Step 1:

The employee/Union, and if he/she chooses, a Union representative, shall orally discuss and attempt to informally resolve the grievance with the immediate supervisor. If such discussion fails to resolve the grievance, the grievance shall be reduced to writing and the immediate supervisor shall render a decision in writing on the grievance within five (5) working days.

Step 2

If the grievance remains unresolved, the employee/Union may, within three (3) working days of receipt of the decision of the immediate supervisor, present the grievance in writing to the Area Supervisor.

The Area Supervisor shall review and render a written decision on the grievance within five (5) working days of receipt. The original grievance shall be returned to the employee/Union with the grievance decision. A copy of the decision and a copy of the original grievance will be sent to the Regional Director and the Regional Representative.

Step 3

If the grievance remains unresolved, the Union representative, on behalf of the employee/Union, may within five (5) working days of receipt of the Area Supervisor's decision, request the Regional Council Representative to pursue the resolution of the grievance with the Regional Director. If the Regional Council Representative deems an appeal to be appropriate, he/she shall notify the Regional Director, or his/her designee, by telephone within three (3) days of receipt of the request from the employee/Union of the intent to appeal the Area Supervisor's decision either in whole or in part. The telephonic notification shall be confirmed in writing within three (3) working days.

If an employee, however, wishes to pursue resolution of the grievance on his/her own behalf he/she may, within five (5) working days of receipt of the Area Supervisor's decision, submit the grievance with all supporting information to the Regional Director.

The Regional Director, or his/her designee shall consider the grievance and render a written decision within twenty (20) working days of receipt. A copy of the grievance shall be returned to the employee/Union with the grievance decision. Copies of his/her decision shall be forwarded to the employee or appropriate Council Representative, Council Chairman, the Deputy Administrator, IO, the Office of the Administrator, and to other concerned parties as deemed necessary by the Regional Director.

The Office of the Administrator shall review the grievance decisions rendered by the Regional Directors to assure compliance with this Agreement and established policies. If such a review results in a reversal or adjustment in a Regional Director's decision, the Council shall be notified

of the action to be taken by the Service within ten (10) working days of receipt of the Regional Director's decision.

Step 4

If the grievance is not resolved to the employee/Union's satisfaction, the Council may invoke arbitration within twenty-five (25) working days of the receipt of the decision of the Regional Director. The procedure and conditions for invoking arbitration are contained in Article XXXIII of this Agreement.

Section I--Grievance filed by the Service:

Grievances filed by the Service shall be submitted in writing to the Chairman of the Council within thirty (30) calendar days of the occurrence of the event on which the grievance is based. It must state specifically in detail the nature of the grievance, previous efforts made to resolve the grievance, the results thereof, and the corrective action desired. The Chairman of the Council shall render a written decision of the grievance within twenty (20) working days of its receipt. If the grievance is not resolved to the satisfaction of the Service by the Chairman, the Service may, within twenty-five (25) working days of receipt of the decision of the Chairman, invoke arbitration in accordance with the provisions of Article XXXIII.

ARTICLE XXXIII--ARBITRATION

Section A--Procedures and Conditions for Arbitration:

1. Only the Council or the Service may invoke arbitration. To do so, either Party shall serve written notice of such intent on the other within twenty-five (25) working days of receipt of the final decision rendered under the provisions of Article XXXII of this Agreement.
2. If arbitration is invoked by either Party, the Administrator shall, within five (5) working days of the request for arbitration, request the Federal Mediation and Conciliation Service to furnish the Parties a list of seven (7) impartial persons qualified to act as arbitrators. The Service shall contact the Council Representative within five (5) working days after the receipt of the list for the purpose of selecting an arbitrator.
3. If the Parties cannot mutually agree upon one of the listed arbitrators, they will each strike one arbitrator's name from the list of seven (7) and then repeat the procedure until one (1) person remains who shall be the duly selected arbitrator.
4. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event either Party refuses to participate in the selection of an arbitrator or unduly delays such a selection.
5. The Parties shall strive for a joint submission of the issue for arbitration. If this fails, each shall provide a separate submission and the arbitrator will determine the issue or issues to be heard.
6. The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by the Service and the Council. However, if either Party refuses to present a question of arbitrability to the arbitrator or otherwise fails to proceed to arbitrate the grievance or refuses or unduly delays the implementation of the arbitrator's award, that Party shall pay the total cost of arbitration. Additionally, the Party canceling arbitration after the arbitrator is engaged shall pay the arbitrator's expenses, if any.
7. The arbitrator shall have full authority to award attorney fees in accordance with provisions of the Civil Service Reform Act.

Section B--Arbitration Hearing:

1. The arbitration hearing will be held on Service premises or premises furnished by the Service during the regular day-shift hours of the basic workweek. The grievant(s), his/her Union representative and up to four (4) witnesses shall be allowed official time and expenses for the proceedings. All other witnesses deemed necessary by the arbitrator will be allowed official time and expenses for the proceedings.

The designated Union representative will be allowed a maximum of thirty-two (32) hours of official time for the purpose of pre-hearing and post-hearing arrangements.

2. The arbitration will be conducted as an oral proceeding. However, either Party may file a brief and/or may request a verbatim transcript at its expense.

3. Absent a negative arbitrator's decision upon the arbitrability of a grievance, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing. However, the Parties may mutually agree otherwise in complex cases which could involve several days of hearings.

4. In considering the case, the arbitrator shall have authority to define the explicit terms of this Agreement. However, he shall have no authority to add to or modify any terms of the Agreement.

5. The Arbitrator will be requested at the hearing to render a decision as quickly as possible but in any event not later than thirty (30) calendar days after the conclusion of the hearing unless the Parties mutually agree to extend the time limit.

Section C--Arbitrator's Award:

The arbitrator's awards shall be binding on the Parties. If no exception to the award is made, action to effect the arbitrator's decision shall be taken within thirty (30) days from the date of receipt. Any dispute over the application of the award shall be returned to the same arbitrator for settlement, including remanded awards.

Section D--Expedited Arbitration:

When arbitration is invoked in accordance with Section A of this Article, a request may be made in writing by the Party invoking the arbitration that an expedited method of arbitration be submitted for the normal procedure.

The invoking Party may unilaterally require the expedited procedure for disputes involving performance ratings not involving unacceptable performance, with-in grade increase denials, and sick leave abuse or denial.

All other issues may be subject to expedited arbitration only by mutual consent of the Parties.

The arbitration organization shall be informed of the name(s) and title(s) of the representatives of the Parties making the contact, identification of the action(s) being appealed, requested date for hearing, and the place and time of hearing. The hearing shall take place not more than fifteen (15) days after the request to the arbitration organization unless mutually agreed to differently by the Parties.

The arbitration hearing in this alternate method shall be conducted as follows:

(1) The hearing will be informal.

- (2) No briefs will be filed or transcripts made.
- (3) Formal rules of evidence shall not apply.
- (4) Representatives of the Union and the Service shall present their respective cases.
- (5) The arbitrator bears the responsibility for a fair hearing at which all necessary facts and considerations are brought before him/her.
- (6) If the Parties or the arbitrator conclude at the hearing that the issues are of such complexity or significance as to warrant further consideration by the Parties, the hearing may be canceled and the matter referred to regular arbitration under the procedures outlined in Sections A and B.

The arbitrator may issue a bench decision at the hearing but, in any event, the arbitrator shall render a decision within forty-eight (48) hours after the conclusion of the hearing. The decision shall be based on the record developed by the Parties before and at the hearing and shall include brief written explanation of the basis for the conclusion. The provisions of Sections A and B of this Article shall also apply to this alternate arbitration procedure except that the cost shall be an amount agreed to with the arbitrator prior to the arbitration proceedings.

Decisions rendered under this alternate arbitration procedure shall not be precedent setting insofar as such decisions shall not be cited in the presentation of future grievances or arbitration cases.

ARTICLE XXXIV--UNFAIR LABOR PRACTICE CHARGE

Section A--Procedures:

Unfair labor practice charges shall be processed in accordance with the regulations of the Federal Labor Relations Authority and Civil Service Reform Act of 1978. However, this does not preclude the aggrieved party or a representative of the party from attempting to resolve the matter informally with the party allegedly committed the unfair labor practice or with officials at a higher organizational level prior to filing the charge with the Federal Labor Relations authority.

ARTICLE XXXV--DUES DEDUCTION

Section A--Authorization:

Members of the unit are authorized to effect voluntary allotment for the payment of dues to Locals affiliated with the Council subject to the procedures and stipulations set forth in the Memorandum of Understanding between the U.S. Department of Agriculture and the American Federation of Government Employees currently in effect.

ARTICLE XXXVI--DURATION OF THE AGREEMENT

Section A--Effective Date and Term:

This Agreement shall remain in full force and effect for three (3) years from the date of approval by the Director of Personnel, USDA. However, either Party may give written notice to the other not more than one hundred and five (105) nor less than sixty (60) days prior to the third anniversary date of its desire to reopen and amend or modify the Agreement or otherwise by mutual consent.

Section B--Renegotiation:

Either Party may give written notice to the other not more than one-hundred and five (105) nor less than sixty (60) days prior to the three (3) year expiration date, for the purpose of renegotiating this Agreement. If negotiations and mediation, if appropriate, have not been completed and the Agreement approved by the anniversary date, the existing Agreement shall be automatically, extended up to ninety (90) days exclusive of the time necessary to obtain decisions of the third parties under the Act.

Section C--Renewal:

If neither Party serves notice to renegotiate this Agreement at the end of its term, the Agreement shall be automatically renewed for another three (3) year period subject to the other provisions of this Article.

Section D--Amendment by Mutual Consent of the Parties:

The Parties may effect amendments or may add provisions to this Agreement at times other than provided for in this Article if both Parties agree that it is expedient to do so.

Section E--Negotiability Disputes:

The Parties may mutually agree to conclude a new Agreement exclusive of those issues declared non-negotiable by the Service. If such a partial Agreement is concluded, it will be reopened for negotiation on the disputed issues in the following circumstances:

1. The Service or the Department withdraws the claim or non-negotiability, or
2. The FLRA declares the issue negotiable, or
3. Either Party revises its proposal(s) to overcome questions of negotiability.

Negotiations shall commence within forty-five (45) calendar days or as mutually agreed by the Parties. Negotiations shall be conducted under the ground rules in effect for negotiating this Agreement. Any agreement by the Parties on these issues will be included as part of this Agreement and will have the same duration.

Appendix I

REGIONAL AGREEMENT

between

THE REGIONAL DIRECTOR
_____ city and state
_____Region, Meat and Poultry
Inspection Operations

and the

_____REGIONAL COUNCIL(S).
National Joint Council of Food Inspection Locals.

1. GENERAL PROVISIONS

1.1 Authority--This Agreement is entered into under the conditions stipulated in Article VI of the Basic Agreement between the Office of the Administrator, Food Safety and Inspection Service

and The National Joint Council of Food Inspection Locals, AFGE.

1.2 Coverage--This Agreement is applicable to all permanent full-time food inspectors under the supervision of the Regional Director _____.
city and state
except veterinarians and non-veterinary inspectors in supervisory positions.

1.3 Parties to the Agreement--The Parties to this Agreement are the Regional Director,
city and state
and the _____. Regional Council(s). Primary responsibility and authority for negotiating and administering this Agreement and supplements thereto rests with the Regional Director and the Council(s).

1.4 Applicability of Provisions of the Basic Agreement--This Agreement is and all provisions of the Basic Agreement whether specifically referred to in this Agreement or not.

2. TERM, EFFECTIVE DATE, AMENDMENT AND RENEWAL

2.1 Term and Effective Date--This Agreement and any supplements thereto shall be in full force and effect from the date of approval by the Director of Personnel, USDA. Its term shall be concurrent with the term of the Basic Agreement.

2.2 Amendment and Renewal--The procedures for amending or renewing this Agreement shall be the same as those specified in Article XXVI of the Basic Agreement.

APPENDIX I

In January 1988 the Agency's performance appraisal system was changed from a numerical system to an adjective system. Set forth below is a comparison of the old and new systems:

<u>OLD</u>	<u>NEW</u>
5.1 Outstanding	= Outstanding
4.0-4.9 Exceeds Acceptable	= Superior
3.0-3.9 Acceptable	=Fully Successful
2.0-2.9 Minimal Acceptable	= Marginal
1.0-1.9 Unacceptable	= Unacceptable

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