

BASIC AGREEMENT
BETWEEN
THE MEAT GRADING AND CERTIFICATION BRANCH
LIVESTOCK AND SEED PROGRAM
AGRICULTURAL MARKETING SERVICE
U.S. DEPARTMENT OF AGRICULTURE
AND
THE NATIONAL MEAT GRADERS' COUNCIL
AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES
AFL-CIO

EFFECTIVE: MAY 15, 2000

ARTICLE 1

GENERAL PROVISIONS

1.1 Parties to the Agreement: The parties to this Agreement are the Meat Grading and Certification Branch, Livestock and Seed Program, Agricultural Marketing Service (AMS), U.S. Department of Agriculture (USDA), hereinafter referred to as the “Employer” and the National Meat Graders Council, American Federation of Government Employees (AFGE), AFL-CIO, hereinafter referred to as the “Union”

1.2 Bargaining Unit Coverage: This Agreement is applicable to all permanent, full-time Meat Graders (GS-5, -7, -9 and -10) assigned to Meat Grading and Certification Branch Area Offices.

1.3 Authority: This Agreement is under the authority of 5 U.S.C. Chapter 71 and Executive Order 12871. The Union was certified as the exclusive representative of the bargaining unit by the Department of Labor on August 18, 1970.

1.4 Purpose of this Agreement: This Agreement sets forth the respective roles and responsibilities of the parties and states the policies, procedures, and methods that provide the working relationships between the parties.

1.5 Laws, Regulations, and Policies: In the administration of all matters covered by this Agreement, officials and employees are governed by:

- a. Existing or future laws:
- b. Rules and regulations of appropriate authorities and other Government-wide regulations in existence at the time this Agreement was approved:
- c. Published Agency policies and regulations in existence at the time this Agreement was approved; and

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

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

1.7 Rights of Employees:

a. An employee is entitled to be represented by a Union representative during any examination of an employee by a representative of the Agency in connection with an investigation if:

(1) The employee reasonably believes that the examination may result in disciplinary action against the employee, and

(2) The employee requests representation.

b. The Union is entitled to be represented at any formal discussion between any management representative(s) and any employee(s) or their representatives concerning any grievance, personnel policy or practices, or other conditions of employment.

c. Upon request, the employee and/or representative may review his/her work performance files or other records, as authorized by the employee and as authorized in 5 U.S.C. 552 and/or Freedom of Information Act (FOIA). Supervisory personnel will be available to discuss the contents of the report.

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

1.9 Distribution of Agreement: Copies of this Agreement will be furnished simultaneously to all bargaining unit employees and to supervisory and managerial personnel. Ten copies each will be furnished to the AFGE National Office and to the President of the National Meat Graders' Council.

1.10 Duration of Agreement:

a. **Effective Date and Term:** This Agreement will remain in effect for 5 years from the date of approval by the Department. It shall renew itself automatically for each successive 1-year period, effective on the expiration date of this Agreement unless written notice is give by either party to reopen. The notice shall be served on the other party not more than 105 days or less than 60 days prior to the expiration date. Arrangements for negotiations will be mutually agreed upon in ground rule discussions. Both parties agree to meet in a timely manner to negotiate the ground rules and the Agreement. If contact negotiations are not completed within the prescribed time, the Agreement shall continue and be extended for 90 days beyond the expiration date.

b. **Amendments:** Both parties may effect amendments or add provisions to this Agreement to effect legal and regulatory changes having an impact on the Agreement at times other than provided for in Paragraph A. Other provisions or amendments may be added by mutual agreement.

ARTICLE 2

LABOR-MANAGEMENT PARTNERSHIP

2.1 Statement of Principles:

a. The parties agree to the mutual goals of making the Branch work better and cost less, providing the highest quality service to our customers, and improving graders' working conditions. The parties agree that a cooperative partnership relationships is essential to meeting these goals, and the intent of this article is to establish such a relationship.

b. The parties agree to establish partnerships at appropriate levels to identify problems and craft solutions to better serve the Branch's mission and customers, to enhance efficiency, and to improve employees working conditions. The parties agree to the open sharing of information at the earliest pre-decisional level for the purpose of joint-problem solving through interest-based bargaining and consensual decision making. Branch supervisors and managers at appropriate levels will communicate important information, including proposed changes in working conditions and matters that may affect working conditions, to Union counterparts via partnership councils. A copy of all proposed drafts of meat grading instructions or regulations and policies affecting conditions of employment will be sent to the National Council President. The intent is that partnership councils will be the primary mechanism through which the parties will attempt to agree on changes and resolve disputes; however, this does not detract from the rights of either party to invoke other procedures which are provided for by law or in this contract.

c. The parties recognize the need to provide systematic training in Alternative Dispute Resolution and Interest-Based Bargaining techniques to Branch managers, supervisors, Union officials, and representatives.

d. The Branch recognizes the Union's statutory right to negotiate over matters affecting conditions of employment. In addition, for the term of this agreement, the Branch, at all levels, agrees to negotiate with the Union on the numbers, types, and grades of positions assigned to any organizational subdivision, work project, or tour of duty, and on the technology, methods, and means of performing work.

e. The parties agree to evaluate progress and improvements stemming from this partnership effort.

2.2 Good Government Standard: The parties agree to pursue solutions that promote increased quality and productivity, customer service, mission accomplishment, efficiency, quality of work life, employee empowerment, and organizational performance, while considering the legitimate

interests of both parties.

2.3 National Labor-Management Partnership Council: The Employer and the Union agree to establish a National Labor-Management Partnership Council consisting of 4 members from each party. The Council will communicate continuously on nationwide issues. The Council will meet at least semiannually if there are issues to be discussed, at a location designated by the Branch. The issues and arrangements for these meeting will be provided to all managers, supervisors, and bargaining unit employees.

2.4 Area Partnership Committee: A Partnership Committee, consisting of the Area Supervisor, or designee, and the President of the local, or designee, shall be established in those Areas in which a local has been organized. The Committee shall also contain 1 other member from each party. This Committee may be expanded, at the discretion of the members, to include an additional representative of the Area and the local.

The Committee will communicate continuously on matters affecting the Area. The Committee will meet quarterly at the Area Office or another location if there are issues to discuss. Also, either party may request an additional meeting(s) if there are significant issues to discuss. If mutually agreed that a situation precludes a “quarterly” meeting, it can be rescheduled. Date, time, and place are to be determined by the Area Supervisor, after consultation with the Union. A reasonable amount of time shall be provided for these meetings. Minutes will be kept at each meeting and signed by both parties. Copies of the minutes will be provided to area employees and the National Labor-Management Partnership Council.

2.5 Partnership Teams: These teams can be proposed by either party, and established by the Area Partnership committee. The intent is that partnership teams can be formed in metropolitan areas, sub-areas where there are groupings of graders, or localities. These teams will address local issues and provide input to Area Partnership Committees.

ARTICLE 3
UNION REPRESENTATION

3.1 Requesting Representation: Employees who request representation shall contact the Local Union President. The designated Union representative will then contact the Area Supervisor or other management official.

3.2 Notice to the Union:

a. When it is anticipated that a change in national working conditions affecting bargaining unit employees is necessary, the National Union President will be notified in advance, (e.g., in writing, e-mail or orally-confirmed in writing).

b. When it is anticipated that a change in local working conditions affecting bargaining unit employees is necessary, the local Union President will be notified in advance, (e.g., in writing, e-mail or orally-confirmed in writing).

3.3 Official Time for Representation Activities: Union representatives and affected employees shall be granted reasonable and necessary official time in accordance with the following to prepare for representational and presentational functions included in this agreement. Authorization for the official time, date, and location must be obtained in advance from the Area Supervisor. The National Labor-Management Partnership Council may agree upon additional time if needed.

a. Union representatives shall be granted a collective total of 200 hours per calendar year nationwide to prepare for representation for cases (e.g., ULP's grievances, and responses to proposals for disciplinary action, adverse actions, and performance-based actions).

b. Council members will be authorized a collective total of 200 hours per calendar year for appropriate representational functions not otherwise provided for, (e.g., new directives, laws, proposed changes pertaining to regulations, instructions, preparation time for negotiations, etc), but excluding time for negotiation.

c. Affected employees will be granted reasonable and necessary preparation time to prepare for cases (e.g., grievances, arbitrations, responses to proposals for disciplinary actions, adverse actions, and performance-based actions).

d. Affected employees will be granted necessary travel time and expenses to resolve issues covered by this agreement.

3.4 Time and Travel Expenses:

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

ACTIVITY	TRAVEL TIME	TRAVEL EXPENSES
Informal Grievances	6 hours	\$100.00
Disciplinary Actions	16 hours	\$350.00
Adverse Actions	16 hours	\$400.00
Performance Actions	16 hours	\$400.00
Arbitrations	16 hours	\$650.00

b. Reasonable and necessary time and travel expenses for Union officials' travel to negotiations and partnership meetings will be provided by the Branch.

3.5 Use of Official Facilities:

a. Space: A local Union may be granted permission to use official space under the control of the Employer for meetings on the nonduty hours of the employees involved. The affiliate is responsible for exercising reasonable care in the use of such facilities.

b. Bulletin Boards: If requested, a local Union will be provided use of bulletin boards in AMS-controlled facilities whenever possible. Items placed on such bulletin boards must be neat and dignified.

c. Official List of Names: Once a year, at the request of the Union, the Employer will furnish to the National Meat Graders' Council a list of the names, position titles, grades, and organization units, of all employees in the bargaining unit.

d. Telephone and Fax Service: The Union agrees the use of telephone and/or fax services at Government expense is restricted to Union officials in the bargaining unit and limited to contacting appropriate management-level counterparts on matters pertaining to labor-management activities or other official Government business and/or represented employees on any

representation matter.

ARTICLE 4
HOURS OF WORK

4.1 Workweek:

a. Except where the Employer determines that the Branch would be seriously handicapped in carrying out its function or that costs would be substantially increased, the Employer will establish basic workweeks consisting of five 8-hour days.

b. In the event that it is determined that a workweek of other than 8 hours per day would meet this criterion, the Employer will, prior to the establishment of such a tour for any employee or assignment, carefully consider whether any economies or increased efficiencies to be realized might be outweighed by the potential disruption of the affected employee(s).

In the event that an employee or the Union believes that an assigned tour of duty, or the procedures by which tours are assigned, are inconsistent with law, Government-wide regulation, or the terms of this Agreement, it may be adjudicated through the grievance procedure.

c. The Employer recognizes its obligation to negotiate with the Union prior to the establishment of any Alternative Work Schedules.

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

4.3 Overtime Relief:

a. Area Supervisors may relieve an employee from overtime assignments for reasons of compelling need—such as annual leave, medical reasons, personal hardship, stress, fatigue, or to minimize and equitably distribute employee overtime.

b. Graders within the same local commuting area (25-mile radius) may be relieved from overtime assignments with approval of supervision in situations where 2 hours of overtime are scheduled or anticipated on any weekday and for any Saturday assignments. It is the grader's responsibility to obtain an acceptable replacement. With supervisory approval, graders in outlying locations may be relieved of Saturday overtime on volunteer a basis, from outside the local commuting area, at no additional expense to the Branch or applicant.

4.4 Preparation for Duty Time: The Employer agrees to assign starting times of employees which provide sufficient official time to prepare for the work assignment.

Official time will be allowed only for carrying equipment to and from in-plant storage

facilities to grading stations and for preparation of sampling materials and plans.

4.5 Break Periods: The employer agrees that it is desirable to permit graders to take a rest and relief break mornings and afternoons. In those operations which stop to permit their employees to take a break, the grader should take a break at the same time. However, in those operations which run continuously, the grader must take steps at his/her break time to secure the operation.

4.6 Rotation Schedule:

a. In making individual duty assignments at multi-grader plants, the Employer will carefully consider the required duties of each assignment and make every effort to distribute the workload equitably. To minimize fatigue and provide maximum training and experience, the supervisor shall rotate duties (e.g., weekly, daily, hourly) when plant operations and grader qualifications and experience permit. In doing so, the supervisors shall consider the assigned graders' suggestions in determining the most effective and efficient rotational pattern.

b. At the Area Office level, a written rotation schedule and assigned individuals, covering a 4-week period, shall be provided to each employee at least 1 week prior to the beginning of the 4-week period. This rotation schedule shall also contain a tentative list of employees who may be assigned to temporary duty during the 4-week period.

The parties agree that the rotation schedule is subject to change at the discretion of the Area Supervisor. Employees involved in a change will be notified as soon as possible.

c. In those plants which operate more than one shift of the same operation, such as beef grading, canning, etc., graders who are working the same plant and operation, but different shifts may voluntarily trade shifts with supervisory approval.

d. The Area Supervisor shall consult with local Union officials regarding assignments for employees whose medical conditions temporarily preclude them from performing their regular assignments, requiring an exception to regular rotation of assignments.

4.7 Temporary Duty: Temporary Duty (TDY) Assignments are those assignments which are outside an employee's official duty station where the employee would reasonably be expected to remain overnight. Activities such as training conducted or paid for by the Employer, National Labor-Management Partnership Council meetings, Total Quality Action teams, etc. shall be

considered TDY assignments.

a. Whenever possible and consistent with good management practices, each relief assignment shall be limited to no more than 2 weeks at any one time unless the employee agrees to accept more, or plant closing dictate a longer detail assignment. An employee will be considered to have taken a turn in a temporary duty assignment rotation when on detail for 3 or more full consecutive days and there are no other TDY assignments within the 2-week period. Area Partnership Committees may address and/or modify local temporary duty assignment procedures. The Employer recognizes the need to equitably as possible distribute TDY assignments to reduce the hardships on employees. Such being the case, management may limit the voluntary extensions of TDY assignments to minimize the adverse effect on other employees.

b. In the event of extended TDY assignments resulting from the events such as plant closing or work reduction situations, the employee will be permitted to return to his/her official duty station of record during nonwork days of the TDY assignments once every 2 weeks.

c. Except in emergencies, graders that are scheduled for relief assignments will be provided as much advance notice of the impending assignment as is possible and practical.

d. Each grader in relief locations must as much as possible perform an equal share of the relief work. Each GS-5, -7, and -9, when qualified, must take a turn in relief assignments. A grader may not be relieved of his/her responsibility to take his/her turn at relief assignments, except for reasons of compelling need--annual leave, medical reasons which preclude travel, or personal hardship. A grader may also be relieved in accordance with other provisions of this agreement, and as a result of a local partnership agreement. A grader who does not take his/her turn at relief due to compelling need shall be the first one selected to perform the next relief assignment as is possible and practical.

e. Subject to approval by the Area Supervisor, employees may skip one turn per calendar year, for any reason, from his/her scheduled turn on a TDY assignment by requesting the skip in writing to the Area Supervisor at least 7 but not more than 45 calendar days prior to the beginning Sunday of the requested skip period. The skip is limited to 2 consecutive workweeks. The replacement grader for an employee approved for a skip will be the next grader in turn. The grader approved for a skip will be considered to have used his/her skip only if a TDY assignment was performed by a replacement grader. Those employees who have performed 6 or more TDY

assignments, as defined in this agreement, during the previous calendar year shall be entitled to 1 additional skip from TDY assignments for any reason subject to the conditions and procedures outlined above. In the event that multiple requests for the same time period are not resolved, the grader normally in turn will be assigned to the involved relief work.

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

4.8 Temporary Duty for National Meat Graders' Council Officers: The four National Meat Graders' Council officers (collectively or individually) who attend Labor-Management meetings, Union training or perform representational functions while on TDY for 3 or more full consecutive days shall be considered to have taken their turn in the relief rotation schedule.

4.9 Annual Leave: Area Supervisors will grant leave in accordance with the wishes of the employee, if the workload permits. The ultimate decision on granting leave rests with the Area Supervisor based on service needs of the applicants.

a. In November of each year, the Area Supervisor will initiate requests for annual leave for the next leave year. The Area Supervisor will maintain records which indicate each employee's original request for leave and the leave that was subsequently granted. In the event of conflicting requests for a specific time, first consideration for that time shall be given to the employee having the longest period of time since the granting of that employee's first choice. Employees will be given their leave schedules for the coming year at the beginning of the leave year. In addition, at the beginning of the leave year, all graders will receive a schedule of the leave dates of all the bargaining unit members in the Area.

b. If an employee cannot take leave at previously scheduled times, the Employer will make every effort to reschedule the leave during the remainder of the leave year. If an employee forfeits leave and the reasons for such forfeiture meet Agency criteria for restoration of leave, the Employer shall recommend, in writing, to the Deputy Administrator that the

employee's leave be restored.

c. Employees may request from 1 week up to the maximum number of weeks that the employee accrues during the calendar year plus any additional leave balance. Leave must be requested and scheduled so as to preclude the employee from losing leave at the end of the leave year. However, it must be separated into Category I and Category II, as defined in Branch Instructions, and must meet the provisions set forth above. Supervisors may grant requests for extended annual leave based on the individual employee's circumstance and the service needs of the Branch. Category I leave, which has been previously requested, shall be canceled only when absolutely necessary and all

possible alternatives have been explored to meet the service needs of the Branch. The Area Supervisor shall explain to local Union officials the reasons for canceling Category I annual leave.

d. Upon written request Union representatives shall be granted annual leave to attend the biannual Meat Graders' Council meeting. Such leave must be requested as far in advance as possible and shall not be canceled unless absolutely necessary, and only after all possible alternative means of providing service, including providing relief, have been explored. The Area Supervisor shall explain to the involved Union officials the reasons for canceling the annual leave.

4.10 Administrative Leave:

a. A collective total of 400 hours of administrative leave may be granted to Union officials affiliated with the National Meat Graders' Council during each calendar year for the purpose of attending training sessions sponsored by the Union in accordance with the following:

1. Local Union officials will be entitled to use up to 240 hours of the 400 available hours of administrative leave. The available administrative leave may be used by 1 local or divided up among 2 or more locals. The local Union President must concur on each request by an official of the local.
2. National Union officials will be entitled to use up to 160 hours of the 400 available hours of administrative leave. The available administrative leave may be used by 1 officer or divided up among 2 or more officers. The National Union President must concur on each request by a national officer.
3. Written requests for the leave must be submitted at least 30 calendar days prior to the training. However, those requests submitted less than 30 calendar days prior

to the training will be considered dependent upon the service needs of the Branch on a case by case basis.

4. Union officials requiring out-of-station relief to attend the training will be limited to 1 per local.

b. Where the Employer determines that, due to unusual plant conditions, hazardous weather, or lack of suitable office space at the worksite, and after production and related activities have been completed, the employee may be excused from duty on administrative leave status with supervisory approval.

c. Employees driving privately-owned vehicles in the performance of official duties will be granted necessary administrative leave, not to exceed 2 hours, when a vehicle breakdown occurs between local duty points. When a privately-owned vehicle breakdown occurs outside the normal commuting area during travel to a temporary duty location, the Area Supervisor will grant the necessary administrative leave not to exceed 8 hours.

ARTICLE 5
WORKING CONDITIONS

5.1 General: The Union and the Employer shall make every effort to assure safe and healthful working conditions to the full extent of their authorities. Employees have the primary responsibility to know and observe safety rules and practices as a measure of protection for themselves and others. Any employee who believes that an unsafe or unhealthful working condition exists, shall promptly report it to a supervisor. If the condition is serious and likely to cause physical harm or death and the operation cannot be conducted in a location or manner that would eliminate the hazard, or the hazard is not promptly corrected, the employee will cease work and immediately contact a supervisor.

5.2 Equipment: The Employer agrees to make available all equipment, supplies, and instruments necessary for the employees to perform their duties.

5.3 Frocks:

- a. The Employer agrees that \$250 will be provided to each new employee in the bargaining unit in accordance with Branch Instructions.
- b. The Employer agrees that actual replacement cost including shipping, handling and

applicable taxes, not to exceed \$250 per fiscal year, will be reimbursed to employees in accordance with Branch Instructions. When accepted by a vendor, employees may use their Government credit cards to purchase frocks on a reimbursable basis.

5.4 Footwear: The Employee Footwear Program will be conducted in accordance with applicable Branch Instruction and Notices.

5.5 Rental Vehicles: When a vehicle is rented or leased on behalf of the Government from a commercial vendor, the Employer will reimburse the employee for only those costs relating to official use of that vehicle. If the employee elects to use the vehicle for personal use, liability for the vehicle during the time it is not used in an official capacity will be responsibility of the employee.

5.6 Parking Spaces: Supervisors shall request that applicants furnish reserved parking spaces easily accessible to the plant for graders on official business to facilitate carrying equipment.

5.7 Office Space: The parties agree that sufficient office space will be provided for employees. In those cases where office space can not be provided at an applicant's facility, alternatives to in-plant office space, such as home offices or telecommuting sites, will be evaluated, considered and provided on an employee-by-employee basis.

5.8 Locker Space: The parties agree that suitable locker space for Meat Grading and Certification Branch equipment and the employee's personal belongings will be provided.

5.9 Dues Deductions: Members of the bargaining unit are authorized to effect voluntary allotments for the payment dues to locals affiliated with the Council.

5.10 Travel Pay: The Employer agrees to provide a means for employees performing TDY relief assignments to submit, with appropriate frequency, travel vouchers for TDY expenses.

5.11 Alternative Safety Helmet: Employees who want an alternative to the issue safety helmet

may procure and maintain at their own expense and use any of the following models of MSA International helmets:

Model 466355 (Small Slotted V-Gard Cap –Color: Blue)

Model 463943 (Standard Slotted V-Gard Cap – Color: Blue)

Model 476928 (Large Slotted V-Gard Cap – Color: Blue)

It is understood that all rules and standards (such as the requirement for placing the “USDA Grader” emblem on the front) which apply to the issue helmet will apply to the alternative helmet.

5.12 Travel Authorization: The Employer shall make a reasonable effort to provide completed “Assignment to Temporary Duty” forms (LS-41) to employees scheduled for travel by close of business (COB), Thursday of the week prior to travel.

5.13 Communications: The parties agree that current Division and Branch newsletter will continue to be distributed to all employees in order to enhance communications.

5.14 Past Practice: The parties agree that a past practice is any legal behavior or practice consistently exercised over an extended period of time with the knowledge and express or implied consent of responsible management within the Meat Grading and Certification Branch. Once established as a past practice, a behavior or practice cannot be changed without first notifying the appropriate Union official.

5.15 Information Technology: The parties agree that as electronic information technologies are brought on-line and appropriate training is provided by the Meat Grading and Certification Branch, information that includes, but is not limited to, available positions, Basic Agreement, position description, work schedules, Instructions, Notices and specifications may be officially posted on the Branch’s Intranet site and/or transmitted to employees electronically. As the sole means of notification, information posted on the Intranet site and/or transmitted electronically will serve as official notification to employees and, as appropriate, employees will be responsible for knowing and applying the information.

ARTICLE 6
DUTIES AND PERFORMANCE

6.1 Work Performance: The parties agree that the work performance of the meat graders will be evaluated in accordance with Meat Grading and Certification Branch Instructions. When the Employer determines that the work performance is less than satisfactory and needs to be documented, the supervisor will first discuss his/her observations with the employee and then provide a copy of the “Employee Progress Review Report” (form LS-18) at that time. In the event that the discussion cannot occur in person, the supervisor will discuss the observed performance with the employee by telephone as soon as possible.

6.2 Position Description: The Employer agrees to provide each employee with a current copy of his/her position description. The National Labor-Management Partnership Council will mutually review any proposed position description changes with the intent to arrive at consensual agreement. Full-time meat graders will not be responsible for the level of performance of intermittent or part-time employees.

6.3 Classification Appeal: An employee who believes his position description is improperly classified may request a classification review by the appropriate servicing office. If the classification review results in the position remaining at the same grade and the employee is dissatisfied with the decision, the employee may appeal the classification to the appropriate USDA servicing office or the Office of Personnel Management (OPM). If the employee appeals to the Department and is dissatisfied with the decision, the employee may appeal to the OPM.

Employees may file grievances relating to management actions regarding the classification reviews. It is understood that the classification decision is not grievable. Union representatives will be provided official time in accordance with Section 3.2 when preparing the response(s).

6.4 Within Grade Increases: The employee will be granted a within grade increase in accordance with Agency and Department Instructions if the performance rating of record is “fully successful” or higher. If a within grade increase is denied, the employee will be notified in writing of the right to request reconsideration from the appropriate servicing office. The employee will have the right to representation and the opportunity to respond orally and/or in writing to the denial. If the denial is sustained upon reconsideration, the employee will be notified in writing of the right to appeal to the Merit Systems Protection Board.

6.5 Progressive Promotions: Career ladder promotions from GS-5 to GS-7 and GS-7 to GS-9 will be effected when the employee has completed one year of service at the lower grade and is performing at the “fully successful” level.

6.6 Temporary Promotions: The Employer agrees to effect a temporary promotion if a GS-9 meat grader is to be used in a higher level position for a period of not less than 30 days. The selection for this temporary promotion will be made by the Area Supervisor on an informal merit basis.

ARTICLE 7
GRIEVANCES

7.1 Purpose: The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. The parties agree that every effort will be made to settle grievances at the lowest possible level. A grievance may be filed by an employee, a group of employees, the Union, or the Employer. This shall be the sole and exclusive procedure available to employees within the bargaining unit and to the parties to this Agreement for the resolution of a grievance(s) except as otherwise provided herein. An employee has the right to Union representation at any stage of the grievance Procedure.

7.2 Coverage:

- a. A grievance means any complaint relating to:
 - (1) Any matter involving the interpretation, application, or violation of this Agreement;
 - (2) Matters involving the personnel policies, practices, procedures, and conditions of employment;
 - (3) Any claimed violation, misinterpretation or misapplication of any Government-wide, Agency, or Departmental rule or regulation affecting conditions of employment;
 - (4) Personnel actions affecting individuals, including, but not limited to disciplinary, adverse, or performance-based actions.
- b. Dual Coverage:
 - (1) Claims of discrimination may be reviewed under this grievance procedure or under USDA EEO complaint procedures, but not both.

(2) Actions for which there is a statutory right of appeal to the Merit Systems Protection Board (i.e., adverse action furloughs, removals, reductions in grade or pay, or suspensions for more than 14 days; or performance-based removals or demotions) may be reviewed under this grievance procedure or the Merit System Protection Board, but not both.

(3) An employee shall be deemed to have exercised his/her option under the provisions of this Section at such time as the employee timely files a notice of appeal under the applicable appellate procedure, or timely files a grievance in writing under this procedure, whichever event occurs first.

7.3 Exclusions:

This grievance procedure does not apply to:

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

7.4 Procedures:

Step 1: Informal--Oral

The grievance shall first be taken up orally by the concerned employee(s) and/or the Union representative at the lowest level of supervision with authority to resolve the matter. This must

be done within 20 working days of the occurrence of the event on which the grievance is based.

If mutually agreeable, and if the designated Union representative is not located in the same duty station as the aggrieved employee, the Area Supervisor may arrange a conference call among the involved parties to permit the Union representative to participate in presenting the grievance.

Step 2: Informal--Written

If the matter is not resolved, the aggrieved employee(s) may, within 10 working days (postmarked, fax, hand-delivery) present it in writing (original and 1 copy) to the same supervisor with which the matter was originally discussed in Step 1. The written grievance must contain, at a minimum, the specific event or problem that is being grieved, the date of the event, the involved parties, the facts of the matter, and the requested relief.

The responding official shall give full consideration to all available facts and consult with all persons he/she believes may be able to help resolve the matter. A written decision shall be rendered within 20 working days (postmarked, fax, hand-delivery) after receipt of the grievance.

Step 3: Formal

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

Step 4: Arbitration

If the decision does not resolve the grievance to the satisfaction of the grievant, or if the decision is not issued within the stated time, the Union may invoke arbitration under the following

conditions and stipulations:

a. The costs of the arbitrator and expenses shall be shared equally by the Employer and the Union. Related charges for services not required by the arbitrator shall be shared equally, except neither party shall be required to pay for such services if they do not wish to receive such services.

b. The arbitrator's decision will be binding. However, either party may file an exception to the arbitrator award with the Federal Labor Relations Authority under its regulations.

c. To invoke arbitration, the Union shall serve written notice of such intent with the Branch Chief within 15 working days of the written decision of the Office of the Deputy Administrator, Livestock and Seed Program.

If arbitration is invoked, the Branch Chief shall within 5 working days from the request for arbitration, request the Federal Mediation and Conciliation Service (FMCS) to furnish the parties a list of 7 impartial persons qualified to act as arbitrators. The Employer and the Union representative shall meet or confer by telephone within 5 working days after receipt of the list. To reach agreement upon one of the listed arbitrators, they will strike one name from the list and shall repeat the procedure. The remaining individual shall be the duly selected arbitrator.

The following method will be used to determine the order in which the parties will strike names from the list of arbitrators: if the date of the transmittal from FMCS is an odd number (e.g., May 17), then the Union will strike first, third and fifth and the Employer will strike second, fourth and sixth. If the date of the transmittal from FMCS is even (e.g., May 18), then the Employer will strike first, third and fifth the Union will strike second, fourth and sixth. If for any reason either party refuses to participate in the selection of an arbitrator, the remaining party may choose an arbitrator from the above-mentioned list. The arbitration hearing will be held at a site designated by the Employer and if possible during the regular day shift hours of the basic workweek.

d. The arbitrator will be requested to render a decision as quickly as possible but, in any event, not later than 30 days after the conclusion of the hearing unless the parties mutually agree to extend the time limits.

e. Questions of grievability/arbitrability will be submitted to the arbitrator for decisions prior to addressing the merits of the original grievance. Any grievance filed where a

question of grievability/arbitrability exists shall be amended to include that question.

7.5 Grievance Filed by the Employer: Grievances shall be submitted in writing to the President of the National Meat Graders' Council by the Chief of the Meat Grading and Certification Branch or his/her designee within 30 calendar days of the occurrence of the event on which the grievance is based. The grievance must state specifically and in detail the nature of the case, previous efforts made to resolve the grievance, the results thereof, and the corrective action desired. The President of the Council shall have official time to prepare, present and render a written decision on the grievance to the Chief of the Meat Grading and Certification Branch by Certified Mail or hand-delivery within 30 calendar days of its receipt. If the grievance is not resolved to the satisfaction of the Chief of the Meat Grading and Certification Branch, he/she may, within 15 calendar days of receipt of the decision of the President, invoke arbitration in accordance with the provisions of this Article.

Failure of the Employer to invoke arbitration within (15) calendar days of receipt of the decision of the Council President will render the grievance null and void.

7.6 Other Provisions: All time limits stated in the grievance procedure may be extended by mutual consent. Failure of the Employer to render a decision on the grievance within the stated time limits, without any mutual agreement having been made to extend such limits, will be cause for the employee(s) to pursue a decision on the grievance at the next level. Likewise failure of the employee(s) to pursue 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, except as provided below. Grievances which do not meet the timeliness requirements must specify the reasons why it was not possible for the grievance to be filed timely. The grievance will be accepted as timely if it is evident that the employee could not have reasonably been expected to meet the time periods.

ARTICLE 8

DISCIPLINARY, ADVERSE, AND PERFORMANCE-BASED ACTIONS

8.1 Disciplinary Actions:

a. A disciplinary action is defined as an official letter of reprimand issued by the Branch Chief or a suspension from duty without pay for 14 calendar days or less.

b. Oral admonishments, oral admonishments confirmed in writing, letters of caution and LS-18's issued by supervisors, although grievable, are not disciplinary actions and will be kept in the employees's record for a maximum of 2 years.

c. A meeting between an employee and his/her supervisor and/or any other management official, during which the principal topic of discussion is to be discipline or potential discipline, will entitle the involved employee to request to be accompanied by his/her representative during the meeting. If such request is made, the supervisor or management official will honor the request. If the employee requests a representative, the meeting will be held or rescheduled, when a representative can be present.

d. The Area Supervisor agrees to discuss informally with the employee--and if he/she requests, his/her representative--documentation of incidents which are being referred to higher authority with recommendations for appropriate action. A draft of the supervisor's letter referring the matter to higher authority will be made available to the employee at the time of the discussion. The Area Supervisor agrees to carefully consider the employee's views before referring the matter to higher authority and will inform the employee of his/her decision. This Section does not preclude the Area Supervisor from submitting documentation without prior discussion with the employee when matters are referred with a recommendation for investigation to an investigative agency of the Federal Government or as required by regulations or instructions.

e. (1) An employee against whom a suspension of 14 days or less is proposed will be given at least 10 working days advance written notice stating the specific reasons for the proposed actions. During this notice period, the employee may answer orally, in writing, or both.

(2) The notice must state reasons for the proposed discipline, specifically and in detail, in order to allow the employee to respond, and must clearly state the employee's right to make a response to the proposal and his/her right to be represented. The employee will be provided all material which is relied upon to support the reasons for the proposed action.

(3) Following receipt of the written and/or oral response, or the termination of the notification period, management will issue a final written decision to the employee which shall include a statement of the employee's right to file a grievance. If the decision cannot be issued within 30 calendar days, the employee will be given written notice as to when the decision will be issued.

8.2 Adverse Action:

a. An adverse action is defined as a removal, a suspension for more than 14 calendar days, a reduction in grade and/or pay, or furlough for 30 days or less.

b. At any meeting between an employee and his/her supervisor and/or any management official, which the principal topic of discussion is to be adverse action or potential adverse action, the employee shall have the right to be accompanied by a representative during the meeting. If such a request is made, the supervisor or management official will honor the request. If the employee requests a representative, the meeting will be held, or rescheduled when a representative can be present.

c. With the exception of emergency furlough or situation when there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, the employee will be given:

- (1) 30 calendar days advance notice of the proposed action;
- (2) The specific reasons(s) for the proposed action;
- (3) The right to be represented by the Union or other representative of his/her choosing;

(4) A reasonable amount of time, but not less than 15 working days to respond orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer. This period of time may be extended by the Employer for a valid reason;

(5) The employee will be provided all the material relied upon to support the reasons for the proposed action.

d. The management official who sustains the proposed adverse action against an employee shall, within a reasonable time after receipt of the written and/or oral response or the termination of the notice period, state his or her findings in the notice of decision with respect to each reason stated in the notice of proposed adverse action against the employee. If the decision

is unfavorable to the employee, the notice of decision will inform the employee of his/her right to file an appeal with the Merit Systems Protection Board or to file a grievance. If a decision cannot be issued within 30 calendar days, the employee will be given written notice as to when a written decision will be issued.

8.3 Performance-Based Action Procedures: This Section describes the procedures that will be followed in the event that a grader (not serving a probationary period) is determined to not be meeting performance standards at the fully successful level in a critical element.

a. The employee will be provided written notice of unacceptable performance and be afforded a performance improvement plan. The purpose of the plan is to afford the employee the opportunity to demonstrate acceptable performance in the element(s) that are unacceptable. The Union will be notified when it is determined that an employee must be placed on a performance improvement plan. The Union and Management will confer on the appropriate methods and means to structure a performance improvement plan.

b. If the employee fails to demonstrate fully successful performance in the element(s) during the performance improvement plan, his/her removal or demotion may be proposed.

c. If the employee successfully completes the performance improvement plan he/she will be expected to maintain fully successful performance for one year from the starting date of the performance improvement plan. If acceptable performance is not sustained in the element(s) during 1-year period, the employee's removal or demotion may be proposed without an additional opportunity to improve.

d. An employee whose demotion or removal is proposed is entitled to 30 days advance written notice, including the specific instances of unacceptable performance. The employee will have the opportunity to respond to the proposal orally and/or in writing and may be represented by the Union or other representative. The time to reply may be extended by the Employer for a valid reason. The employee will receive a written decision. If a decision cannot be issued within 30 calendar days, the employee will be given written notice as to when a decision will be issued. If the decision to remove or demote the employee is sustained, the employee will be advised of the right to grieve or appeal the action.

ARTICLE 9
REASSIGNMENTS

9.1 Reassignments: For the purpose of this contract, reassignments require geographical relocation by the employee. Management reserves the right to assign people to locations in order to best accomplish the mission of the Service. In selecting employees for reassignments,

consideration will include, among other things, employee preference for location, health situation, specific qualifications needed, cost, training and development, past and present performance, and career status.

9.2 Filling Vacant Positions: The parties agree that the Employer will announce vacant, full-time meat graders positions in the Meat Grading and Certification Branch to members of the Bargaining Unit by Intranet posting and/or e-mail. The announcement will remain open for 20 calendar days. All meat graders interested in the vacant position should apply prior to the closing date of the announcement by submitting a written memorandum or e-mail message to a Deputy Director in the Office of Field Operations.

The criteria used to evaluate meat graders who have expressed interest in the vacant position will be as follows:

- a. Employee's training, performance, experience and general suitability for a particular assignment;
- b. Grade level (GS-5,7, or 9) required by the assignment;
- c. Reasons for requesting to relocate; and
- d. Seniority by service computation date (SCD).

In most cases, priority in filling vacant positions will be given to meat graders who are surplus. Additionally, relocation expenses will not be authorized for more than one move per vacancy.

Except in unusual circumstances (in which case the employer will attempt to notify the National Meat Graders' Council), vacancies will be filled in accordance with the following order:

- a. Qualified employees willing to relocate at their own expense;
- b. Qualified employees relocated at government expense or new-hires from outside sources; or,
- c. Qualified employees involuntarily reassigned in accordance with the provisions of this Article.

9.3 Involuntary Reassignments: Involuntary reassignments will only be made for work reduction situations, over staffing, or for the good of the Service, except that graders below the

GS-9 level are subject to reassignment for the purpose of training and development. Involuntary reassignments for work reduction situations shall not be made when there are graders within the local commuting area from which the reassignments is to be made who are willing to relocate and who are considered, in the judgment of management, qualified for the assignment. All graders who are to be involuntarily reassigned will receive written notice setting forth the reason for the proposed reassignment. When vacancies occur in those locations which utilize GS-5 and GS-7 meat graders, first consideration will be given to reassigning GS-5 and GS-7 meat graders from areas with a grader surplus into these locations before GS-9 meat graders are involuntarily reassigned.

9.4 Reestablishment of Positions: Management agrees that where an employee has been transferred due to abolishment of his/her position, if the position is reestablished within 2 years, he/she will be notified and will be given the opportunity to be returned to that position, unless there are reasons such as failure to maintain effective relations, requirements for more than usual amounts of supervision, etc. In such cases, management will provide the employee with its written justification. If there are 2 or more employees involved, the employee with the earliest service computation date will have preference.

9.5 Position Openings: Upon receipt at the Office of Field Operations, the Employer will furnish copies of all Branch position openings, Department and Agency Recruitment Bulletins and Summary Vacancy Announcements to all bargaining unit employees by Intranet posting, email and/or regular mail.

ARTICLE 10

REDUCTION-IN-FORCE

10.1 Purpose: A reduction-in-force (RIF) occurs when an employee is released from his/her competitive level by separation, demotion, furlough for more than 30 days, or reassignment requiring displacement when such release is required by lack of work or funds; reorganization; reclassification due to erosion in duties (when such action will take effect after the Employer has formally announced a RIF in the employee's competitive area and when the RIF will take effect within 180 days); or the

need to make a place for a person exercising reemployment or restoration rights. The Employer will attempt to avoid RIF's through appropriate means, including, but not limited to attrition, early retirement, reassignments, reimbursable details, and out placement efforts.

10.2 Notice to Union: When it is anticipated that a RIF affecting bargaining unit employees will be necessary, the Union will be given preliminary notification in writing as early as possible, but not later than 60 calendar days before the effective date of the RIF. The notification will include:

- a. The reason for the RIF;
- b. The approximate numbers, types, and grades of employees who may be affected by the RIF in the first round of competition;
- c. The proposed effective date of the action; and
- d. The Union may also request other information relevant to the RIF; the information will be provided in accordance with applicable regulations.

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

10.4 Competitive Area: The competitive area shall be Meat Grading and Certification Branch, Field, Nationwide.

10.5 Competitive Level: Competitive levels shall be established in accordance with 5 C.F.R. Part 351 and Agency regulations.

10.6 Notice to Employees: The Employer shall provide a written notice to each affected employee not less than 60 calendar days prior to the effective date of the specific RIF action, except where the OPM has approved a shortened notice prior of 30 calendar days.

10.7 Retention Register Review: Any employee receiving a specific RIF notice may review the retention register during duty time for his or her own competitive level as well as those competitive

levels where there are employees who may displace the employee and into which the employee believes he/she may be entitled to displace in accordance with applicable regulations. The Employer will provide the appropriate retention registers to the National Meat Graders' Council.

10.8 Waiver of Qualifications: The Employer agrees to carefully consider the feasibility of waiving qualification requirements in accordance with Government-wide regulations for otherwise eligible employees.

10.9 Reassignment Offer: Upon receipt of a written notice with an offer of reassignment, the employee shall have at least 10 work days to either accept or reject the offer. When employees are required to relocate, the Employer will consider employee's requests regarding effective date of the relocation to the extent practicable.

10.10 Performance Appraisals: Performance appraisals will be frozen 60 days prior to the notice date. Retention standing credit for performance will be based on the last 3 annual performance ratings of record.

10.11 Other Information: The Employer will:

- a. Provide complete information needed by employees to fully understand the RIF and why they are affected. Copies of regulations governing RIF will be made available for employees to review;
- b. Explain the kinds of assistance provided for affected employees;
- c. Provide any separated employees with appropriate information regarding how to obtain information on unemployment benefits available to them;
- d. Determine from the appropriate State employment services whether any of the affected employees may be eligible for training at Government expense and, if so, will inform employees how to apply for such training;
- e. Administer reemployment and restoration rights in accordance with 5 C.F.R. Part 351; and,
- f. Maintain all lists, records, and information pertaining to the RIF for at least 2 years.

10.12 Training: If, as a result of RIF procedures, an employee has duties different than those

previously performed, the supervisor will assure that the employee is provided appropriate instructions, guidance, and training to assume the responsibilities of the position within 60 days. Supervisors will discuss training needs with employees on a continuing basis and will provide on-the-job training as the supervisor determines necessary.