

PPQ and NAAE Green Book Agreement Part III of V

Webinar Recording Transcript

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Hello everyone, this is the PPQ and NAAE Green Book agreement part three of part five webinar recording. I'm going to turn it over now to Sarah Rehberg of NAAE and Pete Brownell of APHIS Labor Relations.

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Hi, this is Pete and these are the two articles that we will be covering in this presentation of part three of the five parts of the Green Book training.

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Section 1, Policy. For overtime, it calls for a voluntary participation with mandatory backup system. That is administered in a fair and equitable manner. I want to add here that this was the last article in which we could reach agreement, of the 54 articles in the Green Book. We talked more about overtime than anything else in the Green Book, and for obvious reasons. I just want to make clear the parties were all on the same page, right from the very beginning, as far as the system being administered in a fair and equitable manner. And I don't think there's any dispute between PPQ and NAAE that what we want to see at the local level is an overtime system administered in a fair and equitable manner. Now, the parties have also recognized that there is an obligation to consult over any changes to the overtime system. And again, from part two, if you remember, consultation means to seek the view of or to discuss with in advance of making a decision.

The parties also went so far as to identify things that we think the local parties should look at, including in their local overtime procedures. So the first thing we talk about a ranking system. And you can use either cumulative totals or rotating list for voluntary and mandatory overtime assignments. The parties at the national level recommend that the local parties should consider the use of daily volunteer lists, with or without coverage periods or areas. So, if you want to have a volunteer list and post one every day, you could have a volunteer list and post it for the whole week. Some work units have got volunteer lists by coverage periods. For example, if one day is a 24 slice pie, you could have one coverage periods from midnight to 6 AM, from 6 AM to noon, you could split it up that way, you could split it up for any way that makes sense for that local work unit. And as far as coverage areas, I know that some locations have many, many coverage areas. You've got the airport, the plant inspection station, you may have other work units out there, so you could have volunteer list by work areas. If that's what works for your local area.

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Hi, this is Sarah. Obviously, overtime is first going to go to the employees who are qualified to do that work, and available to do that work. And we went ahead and defined qualified. And that basically means when the employee normally does that job, when the employee has been trained on that job, or if the supervisor deems the employee qualified and ready to perform that overtime assignment. We say after an appropriate amount of on-the-job training that is something that would be determined locally. Sometimes it's going to be completely obvious, and somewhat it and have a committee that works on going through and may can sure that that employee has done everything that they need to do and are fully ready to do the overtime.

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Just like with a lot of other things, you have to be qualified and available. And for available, we have agreed that parameters will be determined at the local level, through local negotiations, with the understanding that that all the employees in the work unit are going to be considered part of the available pool of employees, unless the employee has been provided a specific exemption by the supervisor and in consultation with the union. Normally, these exemptions are going to be for a period of time not to exceed 90 days. Of course, there could be extensions, I want to emphasize; the parties at the national level have said if you're going to give exemptions this has to be done by the supervisor in consultation with the union. And Sarah, you can chime in, my interpretation of this, it's no longer the supervisor that makes that decision on the exemption that supervisors contractually obligated now to consult with the union prior to giving that exemption from overtime.

I agree with that.

And we recognize that this is not the way business has always been conducted with PPQ. However the parties recognize there will be a learning curve here, but again I just want to emphasize that when you provide exemptions as a formal meeting, you need to consult with the union.

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The parties all recognize that overtime should be scheduled in advance when possible. That's our best option. Also, within 60 days of the completion of this joint training, either party may request to renegotiate any local overtime assignment procedure agreement, regardless of conformity on that local agreement with this article. Normally, you're only going to reopen and already negotiated agreement if it's in conflict with the new national contract. However, we put this provision in the overtime article in an effort to fix any of the different perceived issues with local systems. This is an opportunity to work on existing systems, improve them, make them as fair as you can because like Peter said, we want everything to be fair and equitable. If any of the locals need assistance with these negotiations, please contact your regional vice president.

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Section 2, deals with overtime assignment principles. First consideration for an overtime assignment will be given to those employees who are qualified for the job and for which the job would be a contiguous or a continuation of the employees tour of duty. That's one of the considerations. In B., employees may be required to perform all jobs in the same vicinity which can be reasonably initiated during the period for which they are receiving overtime compensation.

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Also, we made sure that it was in here, and this is in changing any kind of regulations or anything, but just reiterate the fact that supervisors can't work bargaining unit employees overtime, unless there is no employee available to do it, or they all declined the assignment. As with much of the topics in the contract, if there are abuses of the negotiated overtime procedures, by either party, then you can grieve it. You can grieve the application of the actual system or abuse of it.

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Section 3, talks about overtime procedures. In A., local overtime procedures will include, but are not limited to, the following procedures. Reasonable advanced notification. So you people at the local level, you can determine whether you have to tell someone eight hours before the overtime assignment, the day before the overtime assignment, two hours before the overtime assignment, you get to determine what's reasonable advanced notification. Number 2, overtime will be assigned with consideration for the safety and welfare of the employee, as well as balancing work and family life when assigning overtime. This is also one of the considerations. And I think it's a difficult path to go down, because you have to balance that with the fact that the work has to be done. Number 3, another consideration will be for the least cost to fill the overtime assignment. Number 4, the local parties can identify and specify by which method employees will be contacted. If we are talking about Honolulu, are the employees going to get a call to get the overtime assignment? Is the supervisor going to call the employees? That is up to the local level. Number 5, the local parties can come up with a procedure to swap or exchange overtime assignments. The only caveat we place on that is we must be the two in same or similar overtime assignments. For example, it's going to be have to be a full callout for a full callout.

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Section 4, talks about employee exemptions, employees can request a temporary exemption if the exemption is for a medical reason, it needs to be done in accordance with Article 31 temporary light-duty. But they can also be for other documented personal hardships. The exemption should not result in an increase in the cost of the overtime and before management approves an exemption, they should consult with the local union. As we have already covered. Section 5, talks about travel between multiple job sites during overtime. If the employee has to travel to different job sites, and they incur any travel expenses like POV mileage, tolls, parking,

that sort of thing, that's going to be reimbursed. And Section 6, employees are going to be compensated for premium time in accordance with the APHIS overtime directive. Nothing in this article is the overriding the APHIS directive.

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So in Section 7, it is talking about differential pay. Is not changed the procedures in which employees are paid night differential. It just talks about that, because that is premium pay.

Section 8, it talks about commuted traveled time or CTT. And it recognizes the obligation to notify the union of any proposed changes in the rate or in the manner in which CTT is paid.

Section 9, talks about compensatory time. Number one, comp time may be record required by the supervisor in lieu of overtime pay, if employees exceed or are at the GS 10 step 10 level. Now called time is not meant for title VII over time. We are only talking about title V overtime for compensatory time. And when you talk about giving compensatory time, the parties can negotiate how compensatory time is going to be granted, but normally it is going to be granted just like annual leave.

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Section 10, services outside of the tour of duty. Basically, employees and managers should discuss what the local procedure is for providing service outside the tour of duty. This was really more of an issue when we were in the ports and we may have a single person ports were customs was calling the Ag Specialist at home to try to get guidance on how to deal with something. So you know, it is something that employees need to be aware that they are not required to provide any services when not on duty. But if they do, they are going to be compensated, then that has to be approved by supervisor. Now here we are not talking about regular assigned overtime jobs. We are talking about providing any kind of service that wasn't known in advance.

Section 11, deals with training. And the CFR prevents anyone from getting paid overtime for training. So because of that, employees can have the shifts modified. Normally at least three days in advance to attend training. And all mandatory training will be done during compensable hours.

Section 12, most locations I would think the overtime laws are going to be available. But let's say they are not readily available to all employees. And someone wants to look at how something was done in the past or what the assignment was. Because they're thinking about filing a grievance. And if they have that need, then they need to go through their union representative and the union representative will be given access to those documents.

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And that is overtime. Next we are going to talk about negotiation provisions or Article 22 of the new Green Book.

Just as a matter of note, there are three different types of negotiations. You have national negotiations, and then you have local negotiations or what are called subordinate agreements. And you talk about changes during the terms of those agreements. And so you have national negotiations, local negotiations and change bargaining during those periods.

Now, under the Green Book, negotiations above the local level will follow national negotiation procedures. So if it is more than one local, for example if it is a port and airport with two separate locals and you want to make a change to both, you're going to follow the national negotiation procedures. If it is for our region or a state, the same thing would happen.

Now this article establishes the parameters and procedures for local negotiations over local level employer an issue to changes that have a local impact and other matters specifically delegated to the local parties by this agreement. And also covers local level union initiated proposals and local level renewal agreements.

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So all existing and future local contracts, local MOU's, local subordinate agreements, cannot be in conflict with the Green Book. If they are in conflict then they are considered void. We are going to go into that a little bit later. But I will review procedure for the existing agreement, to make sure that they are not in conflict.

Now both management and the union can locally change conditions of employment and negotiate over them with one exception, and that is the covered by doctrine.

The covered by doctrine is derived from a set of FLRA decisions or case logs which says that if the topic has been covered in the national contract, then it cannot be negotiated locally unless that topic has been specifically delegated and the national contract was something that can be negotiated locally.

Some neither management nor the union can bargain over a topic that is previously been resolved or addressed through negotiations unless the national contract says so. And we are going to get into the specific topics that are delegated in the next slide.

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Right. And if you are a manager or supervisor, the covered by doctrine, normally will be your friend.

Okay and section 2, General. Provisions continued. The parties agree that responses to proposed changes and conditions of employment submitted in the context of bargaining under this article are not going to do with extraneous matters. Subjects specifically delegated to the parties at the local level by this agreement include but are not limited to the following items. Number 1, local leaves and scheduling. Number 2, religious holiday observance. Number 3, shift rotation schemes as needed.

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Also procedures for shift exchanges. Other negotiable items normally covered by local negotiations. Overtime assignment procedures that are not contrary to this agreement. TDY rosters if not specifically outlined in Article 32 of domestic TDY. Webinar Part 4, goes over the new TDY system. When that goes into effect, there won't be any local TDY rosters.

Now this list of items doesn't mean that each local is required to have a subordinate agreement, the Green Book is very comprehensive, especially as compared to the Red Book. And it might not be a need for an actual local contract. They might only be a need for one or two MOU's, depending on the work that is done in the work unit, maybe overtime MOU or leave MOU. But not necessarily a whole contract that just reiterates what the national contract says.

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Okay. And Sarah alluded to this earlier, there's going to be a mandatory local review by the parties to begin within a 120 days after the effective date of this agreement. I would think that this review is going to have to take place independently when we talk about the union and management. Management is going to have to review the agreement to make sure there's no conflict with the Green Book. I think the local unions are going to have to conduct the same review and they need to solicit input from there -- either from the national executive committee or if you are a manager, from your manager, the SPHD, the regional office and/or labor relations.

Peter, I also see nothing wrong with the local president and the local manager sitting down and going through together, talking about it making sure that everybody is on the same page. I think that they can enlighten each other on some of the things that may or may not be in conflict.

You know that is not a bad idea there. I think what has to happen initially is obviously management is going to have to take a look at the local agreement and go through it. And then once that has been done, there is certainly room for the parties to sit down and go through that jointly to make sure that everybody is on the same page.

But, what the Green Book does is it requires the parties to renegotiate any of the items found to be in conflict with this agreement. So as Sarah indicated there is nothing wrong with sitting down jointly to go through this. But at some point, one of the parties is going to have to provide notice and proposals to the other to renegotiate what is in the local agreement.

Now issues on related topics, we have agreed that they will be consolidated for bargaining.

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So under normal circumstances, there is specific conditions under which you can reopen for negotiations of local agreements. And this is not pertaining to the reopens that Peter was just talking about. So if there is a provision that is no longer accurate because the changes to law, rule or regulation, then you can reopen and renegotiate the agreement. If one side of either party can

show with documented proof that there is an abuse of the operation with the current language, then you reopen it and restart negotiations to fix that.

And if both parties agree to reopen it, then you can go ahead and restart negotiations.

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Okay. So Section 3, it talks about procedures, Negotiation Procedures. So we are going to talk about employer initiated changes. This is the situation where the employer notifies the union that we are going to change the way something has been done. For example, if you are permitted to submit requests for annual leave all throughout the year, now you're going to have them all submitted during the beginning of the year for vacation period. That would require consultation and then notification to the union and negotiations.

So the notice of the proposed change would be served on the president of the union, or a union representative, according to the procedures that we talked about in Article 5.

Now when we talk about the time frames for the union response, to that management notification, at the national level, the union would have 15 days after notification to request a briefing. And then again nationally, the union could submit proposals either 15 days after briefing or if there is no briefing, 30 days after initial notice.

Okay. Now locally, the procedures have changed a little bit from the Red Book. So when management serves notice of the change, locally, the union can request a briefing within four days. Locally, the union can also either submit proposals 10 days after the briefing or if there is no briefing, 14 days after the initial notice of the change.

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So if the union doesn't respond within the time frames that were on the last slide, requesting to negotiate and at the same time including proposals, to negotiate, then the change just goes into effect. You have to meet that timeframe. Negotiations should begin within 30 days from receipt of the proposal. If the union submit an information request and management doesn't provide the information in full, then management will provide a written denial of what is denied and why. Within seven days of that, management and the union may and should try to resolve the dispute. We have contract language which states that the parties will negotiate in good faith to resolve outstanding information requests. But you cannot always resolve those.

So during the middle of negotiations, there is an outstanding information request, the union needs to be aware that they are not obligated to reach an agreement. But, if an agreement is reached and there is still outstanding information out there, and it is an employer initiated change, then the agreement is going to go -- the agreement on the changes going to go into effect. Regardless of what information you make it later.

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Okay, so here we talk about the procedures when it is a union initiated request to bargain. And again, the notice procedures we talked about those in Article 5. So at the national level, the time frames for the employer response are the same as they were for the union at the national level. So you could request a briefing and then submit proposals. Not the local level, the time frames are little bit different. So let's talk about those.

And the time frames for the employer response, they have 7 days to request a briefing from the union. And then at the local level, 14 days after initial notice they can submit their counterproposals or notify the union of no duty to bargain. So what is no duty to bargain? Will normally a supervisor is not going to recognize some of the complexities of labor relations. That's why you need to notify your manager, make sure they are included in knowing what is going on. Hopefully the regional office and labor relations will be plugged into what is going on also. Anytime you get a request from a local union to negotiate, you should be making sure that your managers are plugged in to that.

Okay, so, negotiations normally will begin within 14 days or no later than 30 days after receipt, after the union receives the employer's proposals.

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So we have put together quite a few ground rules for these negotiations. And Section 4, with all the local negotiation ground rules, we came up a 24 of them that have to be followed. These are not only in the contract, but these are posted on the NAAE website under resources for local branches as a separate document. Like we have discussed, local agreements have to be consistent with the national agreement. So we have a process in place for how we are going to make sure that that happens. Once the local agreement is completed, then it needs to be submitted to the APHIS Labor Relations Branch Chief and to the NAAE National President for review. And they will have 10 days to complete this review. Now there are a couple of ways they can go from here.

If there are no issues, the local agreement is going to go to the department for agency head review. But if there are issues in the agreement is going to each time issue they're filed agreements going to go back to the local parties to fix it. To reopen it, renegotiated, resolve it. And if it gets resolved locally, then it is going to go back up. If it can't be resolved locally, the parties can go to impasse. And it's also possible the local parties might disagree with the determinations that the Branch Chief and National President had made to the agency head for review. And if they don't agree with what was returned to them, then they can pursue it through mediation and arbitration.

Section 5, goes over the ground rules for regional or national negotiations. There are 31 of those. And we have a similar Agency Head review process with the national agreement goes into effect,

it goes for review. The department has 30 days to conduct the review and if there are any, then it goes back to the parties to fix.

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So once again, here are the articles that we have covered in this presentation.

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If you have any questions about the information covered during this webinar, please contact APHIS Labor Relations and NAAE.

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Here is a list of the APHIS Labor Relations contacts. As you can see, there is myself and Ron Dale for the Western Region. You have Frank King and Robi Maple in the Eastern Region. There is also a copy of the link there to the Labor Relations website and you can find a PDF version of the Green Book, searchable, very handy electronic copy of the contract and all the other MOU agreements reached between PPQ and NAAE.

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This is a list of the NAAE National Executive Committee and our contact information. At the bottom of the slide is the union website and all of the contact information is also listed there.

That concludes webinar three of five of the Green Book. If you have any questions again, please contact APHIS Labor Relations or NAAE at the numbers provided. Thank you for joining us. If you have any questions about the recording of this webinar, please contact the PPQ AgLearn Administrator. Thank you.