

UNITED STATES DEPARTMENT OF AGRICULTURE
FOOD SAFETY AND INSPECTION SERVICE
WASHINGTON, DC

FSIS DIRECTIVE

4711.1
Revision 2

11/3/87

LABOR MANAGEMENT RELATIONS

I. PURPOSE

This directive describes the FSIS Labor-Management Relations Program pursuant to and in accordance with Title VII of the Civil Service Reform Act of 1978 (P.L. 95-454).

II. CANCELLATION

Cancel FSQS Directive 4711.1, dated 12/5/79. This version was Revision 1. The basic version was dated 1/25/78.

III. REASON FOR REISSUANCE

A. **Paragraph IX.** has been amended to clarify the use of unfair labor practice charges to raise issues.

B. **Attachment 1** has been added to convey long-term memoranda of understanding between the Agency and the National Joint Council of Food Inspection locals.

IV. FORMS AND ABBREVIATIONS

The following will be referred to in their shortened form in this directive:

LMRS	Labor Management Relations Staff
OPM	Office of Personnel Management

V. POLICY

FSIS policy is to promote a labor-management relations program which will:

- A. Safeguard the public interest.
- B. Contribute to the effective conduct of public business.
- C. Facilitate and encourage the amicable settlement of disputes.
- D. Facilitate and improve employee performance.
- E. Facilitate and improve the efficient accomplishment of FSIS operations.

DISTRIBUTION: All Employees

OPI: Labor Management Relations Staff

VI. **EMPLOYEE RIGHTS**

Each employee has the right to form, join, or assist a labor organization or to refrain from doing so. Employees may exercise these rights freely and without fear of penalty or reprisal, and shall be protected in the exercise of these rights.

VII. **RESPONSIBILITIES**

A. **Supervisors and Management Officials.**

1. Apply the labor-management relations policies outlined in this Directive, DPM Chapter 711, and those contained in applicable +[negotiated agreements. (Attachment 1 contains long-term memoranda of understanding between FSIS and the National Joint Council of Food Inspection Locals. Short-term memoranda of understanding are conveyed by FSIS notice.)]+

2. Inform employees of their rights as outlined under paragraph VI.

3. Promptly notify LMRS of any contacts or requests for information from:

a. Office of Labor-Management Relations, OPM.

b. Federal Labor Relations Authority.

c. Federal Service Impasses Panel.

d. Other Government agencies with responsibilities for labor-management relations program.

e. Any labor organization with whom a relationship has not been established.

B. **Field Officials.** Seek the advice of higher-echelon officials through proper channels, if assistance is needed in applying FSIS labor-management policies.

C. **Management Officials.** Work closely with Director, LMRS, in administering an effective labor-management relations policy.

D. **Labor Management Relations Staff.** LMRS is responsible for coordinating, overseeing, and reviewing the effectiveness of the labor-management relations program within FSIS. LMRS will:

1. Represent the Office of the Administrator in conferences, consultations, negotiations, and other dealings with labor organizations.

2. Advise and assist program officials in negotiations, labor relations problems, and other dealings with labor organizations at their respective levels.

3. Prepare and present the Agency position on negotiability disputes, impasses, unfair labor practice cases, and related processes.

* * *

4. Represent the Agency in bargaining unit determination proceedings and process petitions as prescribed by regulations of the Federal Labor Relations Authority.

VIII. **DEFINITION OF UNFAIR LABOR PRACTICES**

Title VII (5 U.S.C. 7116(a) & (b)) of the Civil Service Reform Act of 1978 describes specific actions by management and labor organizations which the Act prohibits as **unfair labor practices**.

A. **Management Unfair Labor Practices.**

1. To interfere with, restrain, or coerce any employee in the exercise by the employee of any right under Title VII.
2. To encourage or discourage membership in any labor organization by discrimination in connection with hiring, tenure, promotion, or other conditions of employment.
3. To sponsor, control, or otherwise assist any labor organization, other than to furnish, on request, customary and routine services and facilities if the services and facilities are also furnished on an impartial basis to other labor organizations having equivalent status.
4. To discipline or otherwise discriminate against an employee because the employee has filed a complaint, affidavit, or petition, or has given any information or testimony under Title VII.
5. To refuse to consult or negotiate in good faith with a labor organization as required by Title VII.
6. To fail or refuse to cooperate in impasse procedures and impasse decisions as required by Title VII.
7. To enforce any rule or regulation (other than a rule or regulation implementing 5 U.S.C. 2302 which is in conflict with an applicable collective bargaining agreement if the agreement was in effect before the date the rule or regulation was prescribed.
8. To otherwise fail or refuse to comply with any provision of Title VII.

B. Union Unfair Labor Practices.

1. To interfere with, restrain, or coerce any employee in the exercise by the employee of any right under Title VII.
2. To cause or attempt to cause an agency to discriminate against any employee in the exercise by the employee of any right under Title VII.
3. To coerce, discipline, fine, or attempt to coerce a member of the labor organization as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an employee or the discharge of the member's duties as an employee.
4. To discriminate against an employee with regard to the terms or conditions of membership in the labor organization on the basis of race, color, creed, national origin, sex, age, preferential or nonpreferential civil service status, political affiliation, marital status, or handicapping condition.
5. To refuse to consult or negotiate in good faith with an agency as required by Title VII.
6. To fail or refuse to cooperate in impasse procedures and impasse decisions as required by Title VII.
7. To call, or participate in, a strike, work stoppage, or slowdown, or picketing of an agency in a labor-management dispute if such picketing interferes with an agency's operations.
8. To condone any activity described in subparagraph 7. by failing to take action to prevent or stop such activity.
9. To otherwise fail or refuse to comply with any provision of Title VII.

+IX. UNFAIR LABOR PRACTICE CHARGES

A. **Guidelines.** Under Title VII, issues which can be raised under a negotiated grievance procedure may, at the discretion of the aggrieved party, be raised under either the negotiated grievance procedure or the unfair labor practice complaint procedure, but not under both procedures. However, issues which may be raised under the negotiated grievance procedure should not be raised under the unfair labor practice complaint procedures unless there was a blatant and deliberate breach of a labor-management agreement.

B. Filing.

1. A party desiring to file a charge alleging an unfair labor practice must take the following actions:
 - a. A charge in writing alleging the unfair labor practice must be filed directly with the party or parties against whom the charge is directed at the same time the charge is filed with the Regional Office of the General Counsel, Federal Labor Relations Authority.]+

b. The charge must be filed within 6 months of the time the alleged unfair labor practice occurred.

c. The charge must contain a clear and concise statement of the facts constituting the unfair labor practice, including the time and place at which any particular acts occurred.

2. Unfair labor practice charges filed by a labor organization, an employee, or management must be in accordance with the rules and regulations of the Federal Labor Relations Authority. Any charge by management officials against a labor organization must be forwarded in writing to LMRS for review and concurrence prior to filing. (See subparagraph X. B. for exception.)

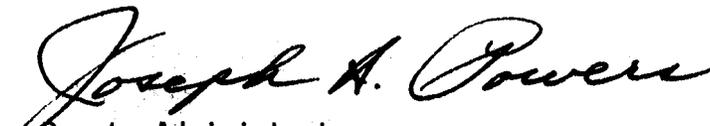
X. REPORTING PROHIBITED LABOR PRACTICES

A. If a charge is received by a management official or supervisor, forward a copy promptly through channels to LMRS.

B. If a Federal employee labor organization or its members call for or engage in a strike, work stoppage or slowdown, or picketing, the supervisor or responsible manager must report immediately by telephone to the Director, LMRS.

XI. EMPLOYEE ORGANIZATION DUES WITHHOLDING

See FSIS Directive 4711.2, Voluntary Salary Allotments for Payment of Employee Organization Dues.


Deputy Administrator
Administrative Management

ATTACHMENT

- 1 Memoranda of Understanding Between FSIS and the National Joint Council of Food Inspection Locals

MEMORANDUM OF UNDERSTANDING

Pursuant to Article XXXVI, the Parties hereby renew the National Basic Agreement effective October 10, 1984, for a period of three years. The Parties at the Regional level may at the discretion of either Party renegotiate Regional Agreements. Regional Agreements, whether they are renegotiated or automatically renewed, shall have a term concurrent with the National Basic Agreement.

Dated: 8/6/87

FOR THE COUNCIL:

Delmer Jones
Delmer Jones, Chairman
National Joint Council of
Food Inspection Locals, AFGE

Nicholas P. Wagner
Nicholas Wagner, President
Midwest Council

David Carney
David Carney, President
North Central Council

Arthur Hughes
Arthur Hughes, President
Northeast Council

Howard Tabb
Howard Tabb, President
Mid-Atlantic Council

Loren Langland
Loren Langland, President
Western Council

Roberto Macias
Roberto Macias, President
Southwest Council

Jimmy Heck
Jimmy Heck, President
Northern Council

James B. Murphy
James Murphy
Food Inspector, NER

FOR THE SERVICE:

Charles E. Elam
Charles E. Elam, Director
Labor Management Relations
Staff

Carol M. Seymour
Carol Seymour, Asst. Dep. Adm.
Regional Operations, MPIO

Kenneth McDougall
Director, NCR

Craig Reed
Craig Reed
Area Supervisor, SER

Dennis Greening
Dennis Greening, Program
Management Officer, NCR

Tim Leonard
Tim Leonard, Dep. Director
Personnel Division

William Dailey
William Dailey
Labor Relations Specialist

Gary Snyder
Gary Snyder
Circuit Supervisor, NER

Alice Thaler
Alice Thaler
Inspector-In-Charge, NER

AGREEMENT

It is agreed by the undersigned parties that FSIS Directive 4791. 4, Safety Footwear, dated June 9, 1986, will be amended to provide the following:

- I. Beginning October 1, 1987, all eligible employees as defined in Section VIII of FSIS Directive 4791.4 will be eligible with appropriate sales receipts to receive reimbursement of up to \$50 per year for the purpose of obtaining safety footwear as defined in Item II of this agreement. In addition supervisors may authorize eligible employees to be reimbursed for additional replacement safety footwear on an as needed basis not to exceed \$50 per pair.
- II. Appropriate safety footwear is defined as any footwear having:
 - a. Skid-resistant soles
 - b. Water-resistant uppers
 - c. Closed heels and toes

Charles E. Elam
Charles E. Elam, Director
Labor Management Relations
Staff

Delmer Jones
Delmer Jones, Chairman
National Joint Council

8/31/87
Dated

MEMORANDUM OF UNDERSTANDING

I.S.W.P. OVERTIME

DAILY, SATURDAY/SUNDAY AND HOLIDAY

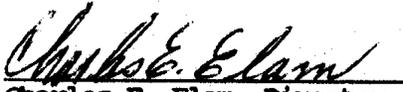
SATURDAY, SUNDAY AND HOLIDAY

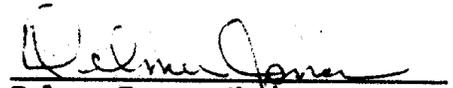
1. The inspector will spend the same amount of time in the plant(s) working overtime that he/she normally works during a regular 8 hour work day in that plant(s).
2. The inspector will perform the average number of tasks per hour that was performed per hour in a regular 8 has day.
3. The average number of tasks Performed during the 5 - 8 hour work days would be the number of tasks performed on overtime per hour.

DAILY OVERTIME

4. The amount of time spent in the plant and the tasks performed after 8 hours on a regular work day will be calculated by using the ratio of the time spent and tasks performed during the regular work day to the amount of overtime worked by the plant.

5. After implementation of ISWP and workload review as indicated in Section 5 of the July 9, 1987 agreement with the National Joint Council (NJC), this agreement may be modified after consultation with the NJC.


Charles E. Elam, Director
Labor Management Relations
Staff


Delmer Jones, Chairman
National Joint Council of
Food Inspection Locals, AFGE

October 1, 1987

Memorandum of Understanding

ISWP Inspection Plans

1. It is agreed that during the pendency of the ISWP Pilot Test Program that the completion of forms associated with the program and development of inspection work plans will not be factored into an employee's performance evaluation.

2. An employee may at any time seek guidance on his or her duties with respect to the development of inspection work plans during the aforementioned Pilot Test Program.
Requests for guidance shall be honored as soon as possible.



Charles E. Elam, Director
Labor Management Relations Staff
Food Safety and Inspection Service



Delmer Jones, Chairman
National Joint Council of
Food Inspection Locals

Dated: _____

Performance Evaluation Progress Reviews

Dr. Horne will issue national guidance to Regional Directors stressing the importance of the progress reviews.

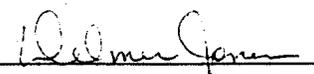
The Agency has implemented uniform rating cycles for all FSIS employees which permit established timeframes for progress reviews and annual ratings which will be easier to track for employees, supervisors, and higher level management officials.

The contract currently requires periodic reviews every 4 months during the appraisal period. One of these reviews shall coincide with discussion of the annual performance rating. An employee may file a grievance through the negotiated grievance procedure if the 4 and 8 month reviews are not conducted. The grievance must be filed within 30 days after the review due date of July 1 and November 1 for employees whose last names begin with A-L and 30 days after September 1 and January 1 for M-Z.

If a grievance is filed because an employee disagrees with the final rating at the end of the year, the corrective action would be decided on the merits of the individual grievance.

However, if a grievance is filed and the rating has been lowered and no progress (4 and 8 month) reviews were held, the old rating will remain in effect and the employees will receive a new rating following a 90-day evaluation.

National Joint Council
of Food Inspection Locals

By: 

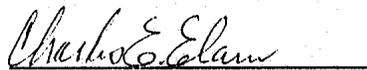
Food Safety and
Inspection Service

By:  3/1/88

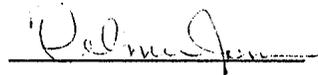
Memorandum of Understanding

This Memorandum of Understanding supplements the Memorandum of Understanding dated July 29, 1986, regarding the implementation of the Food Technologist occupational series.

1. Vacant Food Technologist targeted positions will be offered to excess Food Inspectors within the commuting area before they are filled with Qualified Food Technologists or advertised.
2. All Food Technologist targeted positions which cannot be filled with Qualified Food Technologists will be advertised in accordance with paragraph C of the July 29 Memorandum of Understanding.
3. Vacant Food Technologists positions may be filled with Qualified Food Technologists using the Agency 418-6 procedure.

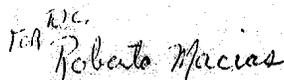


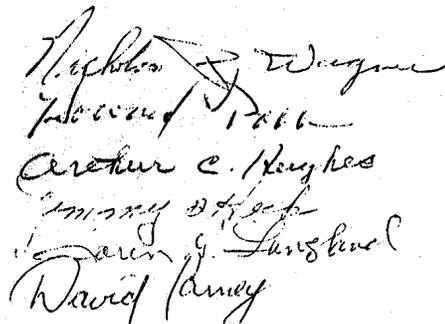
Charles E. Elam, Director
Labor Management Relations Staff
Food Safety and Inspection Service



Delmer Jones, Chairman
National Joint Council of
Food Inspection Locals, AFGE

Dated: 1-7-88


Roberto Macias


Richard J. Wagner
Howard Dobb
Arthur C. Hughes
Jimmy Street
David G. Langford
David Arney

Memorandum of Understanding
Implementation of the Swine onsite Sulfa Testing Program

The Agency and National Joint Council agree that identified bargaining unit employees will be trained but will not be used to implement the program until each Regional Director has consulted with the respective Council President(s) concerning its implementation and impact on employee working conditions.

NJC will be given opportunity to consult with the Agency within six months to consider impact on grade as it effects the inspectors involved.

For the Agency

Charles E. Elam, Director
Labor Relations Staff

For the Council

Delmer Jones, Chairman
National Joint Council of
Food Inspection Locals, AFGE

Dated: 3/31/88



