

Ground Rules for Negotiations at the Local Level

A. The following Ground Rules are for local negotiations between PPQ and NAAE.

1. Individual proposed changes will not be implemented until all proposals have been negotiated to agreement or through resolution by the FSIP, to the extent required by and in accordance with law.
2. Disagreements concerning application and interpretation of these Ground Rules will be handled through arbitration by requesting a panel of arbitrators from FMCS and selecting one (1) arbitrator to hear the dispute. Either party's Chief Negotiator may declare the parties in disagreement by submitting its written statement of position on the issue(s) in disagreement to the other party's Chief Negotiator. Each party will serve a copy of its statement of position on the President of the Union and the Chief of Labor Relations. The party initiating the declaration of disagreement will request FMCS to furnish the parties the panel of arbitrators and will specify the place of the dispute (of arbitration) to be the location the parties have selected to negotiate the proposed change under the terms of these Ground Rules, unless they mutually agree otherwise. The arbitrator will have the full authority to interpret these Ground Rules and law. The expenses of said arbitrator will be shared equally and each party's expenses will be borne solely by them.
3. Once the parties have exchanged counterproposals no new proposals or issues will be submitted without mutual agreement of the parties. However, proposals, counterproposals, or modifications of proposals addressing issues already raised, related issues that arise as a result of discussions at the table, or as a result of information provided pursuant to 5 U.S.C. 7114 (b) (4) will not be deemed "new" proposals.
4. These Ground Rules may be modified by mutual consent. Any change or waiver of any ground rule will be reduced to writing and signed and dated by both parties.
5. If these Ground Rules do not expressly address an issue, either local party may negotiate up to three (3) additional ground rules per side. The additional ground rules will be negotiated as soon as practicable after receipt. Any necessary preliminary negotiations to complete these ground rules will proceed in accordance with these Ground Rules.
6. The Employer has determined that the Employer's negotiating team will have up to four (4) members. The Union will be authorized to have

up to the same number of Union negotiators on official time as the Employer has at the negotiating table. The numbers may be changed by mutual agreement of the parties.

7. Each Union team member who is a Plant Protection and Quarantine (PPQ) employee will be on official time not to exceed forty (40) regular hours per week while negotiations are in progress.
8. Each Union team member will be provided a reasonable amount of official time for performing functions related to negotiating including but not limited to; proposal preparation; travel to and from the negotiation site; preparation for and appearance at FLRA, FMCS, FSIP and/or arbitration proceedings.
9. Both teams will come to negotiations with at least one member authorized to bind his/her party and execute the agreement.
10. Times and dates of negotiations will not conflict with previously scheduled Employer or Union meetings or advanced annual leave.
11. Negotiations will normally be scheduled during periods that do not include holidays. Holidays may be worked only upon mutual agreement by the parties.
12. Negotiations will be conducted according to the following:
 - a. The Employer will provide the Union notice of its intended negotiators at the time the parties begin the process of fixing dates. The Union will provide the Employer the names of its intended negotiators as soon thereafter as practical, normally no less than ten (10) days prior to the beginning of negotiations.
 - b. If the Employer elects to have negotiators from outside the duty station, the Union will be entitled to have an equal number of negotiators from outside the duty station. The Employer will pay travel costs pursuant to an approved travel authorization for such Union representatives and the lodging costs in accordance with the Federal Travel Regulations. The Union will pay for the meals and incidental expenses of its outside negotiators. The Employer will provide the Union ten (10) days advance notice of the identity of those Employer negotiators it intends to bring to the negotiating table from outside the duty station.
 - c. The Employer will provide a room for negotiations. If any expenses are required to obtain the room, the Employer will pay.

- d. Incurred and necessary parking expenses will be paid by the Employer when a Union negotiator must go to a negotiation site to which the negotiator is not regularly scheduled to report.
 - e. Negotiations will take place during the negotiators' regular duty hours, normally between 0800 through 1700, Monday through Friday, at a time and date mutually agreed upon.
 - f. Union negotiators will be permitted to be assigned overtime during the negotiation period and to receive calls for the purpose of being assigned overtime jobs during the negotiation period, with minimal delay to the negotiation proceedings.
13. The Union team will have reasonable access to comparable facilities and equipment without expense to them at the negotiation site as the Employer's team will have including, but not limited to computer access, telephones, copiers, FTS, and facsimile machines.
14. There will be no smoking in the negotiation room.
15. Caucuses will normally be limited to twenty (20) minutes and may be called by either party. The party calling the caucus will leave the negotiating room.
16. Unless mutually agreed upon, no recording devices will be used during the negotiation sessions. There will be no limit to the number of laptop computers used by either party. Cell phones, pagers and/or other hand held devices will be on silent or vibration mode.
17. One observer may be permitted by mutual agreement at the respective party's expense. Official time will be provided during travel to and from and attendance at negotiations. Observers, in addition to participants, at telephonic sessions will be announced in advance. Upon agreement by the parties, subject matter experts (SME) may participate in informative discussions with both parties at the table. Participating SMEs are not considered to be observers or representatives of either party.
18. When the language of a provision or an article has been agreed to, it will be reduced to writing, the last page signed and dated and preceding pages initialed and dated by each Chief Negotiator. Upon completion of the agreement which is fully acceptable to both parties, the Employer will prepare the agreement in final draft, for mutual reviewing and proofreading. Both sides are to be provided with an original signed article and an electronic copy.

19. Prior to declaring impasse on any article at the bargaining table, each party must present its last, best, and final offer, in writing, to the other. If no agreement can be reached by the parties, the services of the Federal Mediation and Conciliation Service (FMCS) will be requested within thirty (30) days of declaration of impasse. In the event mediation does not result in agreement, either party may request the intervention of the Federal Services Impasses Panel (FSIP). Use of FSIP and/or FMCS will be in accordance with the rules of the respective agencies.
20. If any article is at impasse after mediation attempts, then the Union and the Employer will submit their last, best and final offers from the negotiation table to the Impasse Panel. The Union members engaged in the Impasse Panel process will receive reasonable amounts of official time to prepare and participate in such activity. The decision of the Panel will be final and binding. All decisions of the Panel will be governed by the applicable laws and regulations. To the extent permitted by law, the Panel is authorized to make determinations of negotiability.
21. The Union and the Employer will equally share the cost of any arbitration proceeding, including but not limited to the compensation and expenses of the arbitrator.
22. The Employer, upon the Union's request will negotiate with the Union when an item is returned as negotiable or negotiable as modified from FLRA or a qualified third party.
23. Nothing in these Ground Rules will constitute a waiver of the Union's rights or an employee's rights under Title 7, CSRA, or any other law, rule or regulation. Similarly, nothing in these Ground Rules will constitute a waiver of the Employer's rights such as, but not limited to, 5 USC 7106.
24. Whenever the negotiations conducted in accordance with these Ground Rules requires a response, submission, or other action it will be served pursuant to Article 5 Employer Rights and Obligations, Section 3.