

N.A.A.E.

National Association of Agriculture Employees

NEWSLETTER



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National Association of Agriculture Employees
Newsletter Issue No. 91 December 2023



A Message from our President

Mike Randall - A Union Journey...

After 37 years with NAAE and a nearly 40-year career with PPQ, it is time for me to hang up the spurs at the conclusion of our upcoming May Convention. Please don't nominate me for any position. I will be fishing starting June 1, 2024.

I did not come easy to the union. My first union experience was at age 16 picking grapes in the Phoenix area. I had some bullet damage to my car windows by some angry folks. I was a SCAB before I even knew what one was. After another week of picking grapes in the 110-degree sun, I figured I knew enough about what those folks—union folks—were mad about and I promptly quit.

Next came PPQ at Los Angeles Airport in 1984 after a “less than distinguished” college career. It took me a while to figure out that there were rules of work—and not all of those rules of work were coming from Management—some were coming from the employees. Without those rules—rules for leave, tours of duty, days off, assignment of overtime, etc.—there would have been chaos. It still took a few more years to figure out there was a union, a local contract, and a national Contract.

I wanted a part in writing those rules, and I quickly found that the only way to participate in writing those rules was to get involved with the union starting by joining NAAE. After a succession of local officer vacancies, I ended up as local president less than a year after joining.

My first major local issue in a meeting was whether to propose to Management a tour of duty without the unpaid lunch. This was in the “olden days” when we were working in Customs, mostly taking away food from poor people. Now,

dang it! I wanted my lunch....but that is not the way the vote was going. I believe the vote was 50/50 and I had to cast the deciding vote. I voted to get rid of lunch since the no-lunch crowd seemed so much more “passionate” than the lunch crowd. We had a meeting with local Management, and the lunch period was quickly GONE. In foreign arrivals, we never got to eat when we wanted to since flights were coming all of the time.

The POWER of the union group has never ceased to amaze me in bringing change when all forces are brought to bear.

My next task as local NAAE president was as an emissary for the National union to the Employee Utilization Committee meeting in Miami. I never liked the name of that Committee. I loathe the idea of employees being “used”. This Committee was the start of efforts to lay down what the duties of technicians are and find a pathway from GS-9 to GS-11 for the Officers. This upgrade effort, started in early 1988 and did not bear fruit until a partial upgrade for officers took place in 1994 (after a lot of hemming, hawing and prevarication by the powers that be). We did not complete this GS-11 task until 2006 when all Officer employees were finally offered the GS-11 level. The technicians all benefitted from this effort too as the full performance level was raised first for all domestic technicians and finally for all airport/inspection station technicians.

Little known fact: The journeyman level for a Plant Protection and Quarantine Officer, our predecessor position in the 1960s, was GS-7.

In 1988, I was elected to the NAAE National Executive Committee as Western Region Vice President, a position I held for 12 years. Much of my work was processing hardship transfers for employees and an occasional discipline case. The most memorable case of this time was our opposition to random drug testing during the Reagan-Bush years. We sued the Agency in federal court and won a permanent injunction against random drug testing. We (for the most part) are not in safety related positions, we are not classified security positions and, we don't enforce drug regulations. Management lacks institutional knowledge (conveniently or by happenstance) on this issue. We must educate each new Labor Relations crew when it comes on the scene that we have this court-ordered injunction and cannot be random drug tested. Lists for drug testing are generated at the Department and are sent to local managers oblivious to the existence of the injunction.

Another win was achieved with a case regarding being paid to return a government car. It seems the view of Management in most of USDA was wrong. An employee must be compensated for the time required to return a government car to its parking area. Formerly, many domestic employees were expected to return GOVs for free (*i.e.* unpaid) after a long day of field work outside the work station. This issue came up when we were asked to perform Asian Spongy (Gypsy) Moth inspections far afield—a domestic function. Employees argued that if they would not be paid to return the GOV, they'd

park the car along the interstate and toss the keys under the seat and thumb a ride home. Management argued that it would cost the work of two employees to retrieve that GOV and they'd dang sure suspend that employee for leaving the car on the road. A wise Department-level Labor Relations employee chimed in, "If it is important enough to discipline someone for not doing a job (bringing the car back), it is an important enough task to pay them to do it." This case resulted in Department-wide guidance to pay or at least give compensatory time to an employee to return a GOV.

A case that wouldn't even happen today occurred during my Western Region time. Management was insisting that an employee provide medical documentation directly to his or her supervisor in order to request a medical accommodation or temporary light duty. What business does a non-medical person have with an employee's medical information? We negotiated procedures to provide privacy around medical information, requiring that it go directly to the Agency physician instead of local Management. Management only needs to know your restrictions from work in order to decide if the restriction can be granted. All of this is now well covered in our National Contract.

In 1992, we started the process of negotiating our first comprehensive Contract—The Green Book. It ONLY took **19 years** to complete. We ran through at least five Management negotiating teams. I was the "sole survivor" on the union side. We also had to endure the meanest, nastiest Labor Relations excuses for humans in existence only to finally finish our negotiations with some of the best LR people of my journey. The Green Book is a boon and a curse for NAAE. On the one hand it is a guidebook to negotiating an employee's way through a PPQ career. As opposed to the previous 1984 Basic Contract of only 24 pages (the so-called Red Book), there is an article in the Green Book for practically everything impacting an employee's work life. On the other hand, it has made many things so easy and automatic that newer employees don't really know where the Green Book came from, understand why it is there or appreciate the effort in negotiating tactics that went into creating the Green Book in the first place. Other employees may just think the Green Book is there if needed, but we in the union know it is there, know why it is there, and know that we must update and renew it on a continuing basis, at least every three years so.

We were told at the beginning of "Employee Utilization" that we could expect an "upgrade" of officers on a sequential basis: a third, a third, and a third by volume. Except, through the 90s we only experienced a third, a tenth and not so much. Many GS-9 employees were expected to perform the work of their fellow GS-11 employees during absences and the GS-9's work was starting to look the same as the GS-11's work. NAAE initiated several "class" grievances on behalf of the GS-9s—The "Chicago 7" grievance, then the "Chicago 100" grievance. The requested remedy was retroactive temporary promotions to GS-11 for these employees with back pay. After lengthy arbitration we started

winning these grievances. Management soon became uneasy about their liability for back pay for these grievants and the rest of the GS-9s who had not grieved and was looking for the Office of Personnel Management to bail them out. Management thought that if they could get OPM to reclassify the journeyman level back to GS-9, it would permanently end the grievances and the liability. Management wrote OPM saying: "Send us your worst classifier." Which OPM did, and promptly had all GS-11s downgraded back to GS-9s. This was not the last word on downgrades. The impact of downgrade had to be negotiated ...and that painful process took a year.

While this downgrade affair was happening, another change was afoot in Puerto Rico. Many government employees were permitted to send their children at no charge to the Antilles Schools— Department of Defense run, English-language schools allegedly superior to the local public schools. DOD, as a budget-cutting measure, decided to charge PPQ \$11,000 per student per year to attend or to otherwise disqualify PPQ employees from this benefit on the theory that they did regularly rotate to the Mainland U.S., a condition written into the regulations for providing children of non-DOD employee-parents education at the Antilles schools. PPQ Management refused to pay deciding to discontinue offering access to the school. The impact of the change was still negotiable. We negotiated with Management to impasse and requested the services of the Federal Services Impasse Panel for a binding decision. Just as FSIP was about to render a decision, Labor Relations withdrew the proposal to eliminate the school access for PPQ employees' children and caused FSIP to dismiss the case as there was no reason to decide; the dispute was moot. In the DIRTIEST of pool shots, Labor Relations re-proposed elimination of the school access again several days later, right at the date that students had to be certified and paid for to attend school for the next year. This was late on a Friday afternoon. We filed an Unfair Labor Practice Charge by fax to Boston office of Federal Labor Relations Authority. I received a call that Friday night while at home in Honolulu from FLRA telling me to prepare to be in San Juan, Puerto Rico MONDAY MORNING at U.S. District Court (all the way from HONOLULU) so FLRA could get an injunction or temporary restraining order against PPQ from implementing its plan to cut off access to the Antilles school for its employees. Late Friday night, PPQ relented and certified employees' children as eligible for another year of school. We negotiated again. Our first negotiation session was on September 11, 2001. Our negotiations lasted about 20 minutes before the whole world changed. Eventually we made it back to the Impasses Panel. Just before FSIP was about to render a decision, we negotiated a multi-year phase-out agreement with PPQ. Students would study at Antilles, without cost to them, just to PPQ, for another year and those who had already entered high school would be able to finish. Incidentally, the Labor Relations character who engineered the above bad faith maneuvers was banished from the Department.

Ironically, most of the employees whose children were ejected from the Antilles schooling opportunity by PPQ's revised restrictive policy would regain that schooling as CBP employees as provided by law following the split.

The downgrade of the GS-11s commenced two months after 9/11 and was the lowest point in our relationship with PPQ.

9/11 led to resurrection of the bad idea whose time had finally come: One border Agency responsible for Customs, Immigration and Agriculture functions--CBP. Not only would there be one border Agency but a whole Department—DHS. We at PPQ did not want to be absorbed; we didn't want to be split up. Thus began NAAE's education on political activity. We wrote Congress, Senators and Representatives. Made many phone calls. We testified in front of Congress. We didn't stop the split up of functions of PPQ that sent two-thirds of PPQ to CBP, but we did have influence on the outcome. The law specifies how Agency functions and personnel are split up between contributing and receiving agencies. What was not covered by the transfer of function law had to be negotiated. We agreed to a "lottery" to determine the destination agency for those employees not expressly covered by the Transfer of Function regulations. Ultimately, only 35 of the thousands of PPQ employees were affected by the lottery. 35 employees wanted to kill me because they were forced into PPQ, to stay with PPQ instead of going to CBP. It would take years before these 35 realized that they might not have gotten such a bad deal.

On March 1, 2003, NAAE became the smallest union representing people in both Departments—USDA and DHS. It would be this way until a representation determination in 2006 separated us from those former PPQ Officers who were sent to CBP as Agriculture Inspectors. It was extremely taxing to respond to DHS/CBP working conditions and the needs of the former PPQ employees there as we were not afforded any Official Time to respond to CBP. CBP wanted to change practically everything-- personnel policies, practices, overtime, uniforms grooming standards, EVERYTHING. We had some influence on policies that continue today in CBP. Initially CBP was not going to give pay parity to legacy Agriculture employees in customs passenger baggage inspection. NAAE protested. That problem was fixed. **CBP had wanted to create a "plumbtrician"** CBP Officer that would incorporate all of the functions of the legacy agencies, PPQ, Customs, and Immigration. That would not do for agriculture—it must be separate from Customs and Immigration functions. We got that fixed. CBP wanted all personnel to be armed. This is not what Agriculture Specialists went to school to do (Come on out you maggots!). To this day, Agriculture Specialists in CBP are not armed. We also found that about 40 legacy-Agriculture employees could not pass the extensive background investigation and clearances that CBP required—we could not fix this. Unfortunately, most of those people lost their jobs. Some found their way

back to PPQ. Many others came back to PPQ in disgust over CBP working conditions. We tried to learn lessons from this.

Once PPQ was rid of the passenger baggage function (except for pre-departure in Hawaii and Puerto Rico), a job that OPM classified as GS-9, we could concentrate on getting our GS-11s back. This happened promptly for the U.S. Mainland, but not for the islands. It took a lot of convincing, and we finally achieved GS-11 as the journeyman level across-the-board when the Officers were moved to the GS-401 Agriculturalist series at the time the old GS-436 PPQ Officer was abolished.

The next project was the upgrade of port Technicians to GS-7s as had long been the full performance level for domestic Technicians. This took longer than the officer upgrade and involved the pressure of an NAAE grievance. Once the position classifiers had finished their work, we achieved a settlement that resulted in GS-7 being established as the full performance level for all technicians.

After our final “divorce decree” from CBP, we finally could get down to finishing our Green Book 1.0 comprehensive contract. It *only* took 5 more years to finish, most of it with much better Labor Relations people to negotiate with. As I said earlier, once finished, the new Contract, Green Book 1.0, made things much easier –a road map of rules.

A notable precedent-establishing grievance arose recently that was directly tied to the officer upgrade. A GS-11 Officer applied for a GS-11 Trade Specialist position; he was offered the position, only to have that offer rescinded within a week. The officer was alleged to not even qualify for the Plant Health Safeguarding Specialist job he had because he did not have enough of the required college credits. This was “missed” in HR’s initial evaluation when the employee was selected to be a PPQ officer many years prior. This event caused HR to go back into the personnel files and review over 1,000 employees’ (and managers’) personnel files to see if their college credits had similar deficits. After the evaluation, 26 employees were threatened to either return to college (some after working in their jobs over 30 years!) and obtain the missing credits or be downgraded to GS-7 (and possibly relocated) to technician positions and never receive retirement credit for ever having been a GS-11! UNACCEPTABLE! We had to grieve this. The Agency was refusing to apply the “Add-On” rule. This rule gives an agency one and only one opportunity to evaluate qualifications when an employee is moved from one series (GS-436) to another (GS-401). This move in series happened in 2006 when PPQ abolished the GS-436 series. If the Agency did not squawk about the lack of qualifications at the time of the change, they cannot do this years later as the employee is deemed to be qualified for the new position, according to FLRA and OPM precedent. The arbitrator and finally the FLRA upheld the NAAE grievance, and the original employee received a retroactive promotion to GS-12 and a recovery of legal fees. Unfortunately, some of the 26 affected employees (originally charged with lacking college credits) retired out of fear of the threatened penalty, some stood

their ground and did nothing, and some went back to school. The managers did not fare better. One GS-15 was found not to qualify for his job and was converted to a GS-301, a position without educational requirements and another was removed for having no college credits and a fraudulent application.

These were just some of the highlights, lowlights, and just plain events I cared (or was able) to remember over my career as a national officer of NAAE. We at the union stopped many bad things from happening that you will never hear about. Management always thinks their ideas are great until we give them some of our ideas through the process of pre-implementation consultation and negotiation. There were a number of times someone in Management decided to mess with the overtime compensations system. These attacks on overtime were stopped. We never publicized these as we never wanted to remind Management of an effort that they forgot or faded away when subsumed by more important or emergent matters. You will not hear about all the numerous times Agency-proposed employee removals or suspensions were vacated thanks to the efforts of NAAE or reduced to mere reprimands. Many more reprimands disappeared.

You will not hear about all the times Management failed in their agreement (and their own rules) to timely come through with an employee's career-ladder promotion. You won't hear about all the scores of hardship-transfers we made sure happened or medical accommodations we helped work out. NAAE has advocated for PPQ employees around-the-clock for 69 years. And counting....

I am constantly reminded of a saying from the first PPQ Deputy Administrator I knew, Harvey Ford. He said: "Sometime, somewhere, when you least expect it, YOU are going to need a union." Seems a strange thing to be coming from a top manager. He said these words at our New Officer Training dinner many decades ago. Harvey went further; he said, "something wouldn't seem 'right,' your rights would be violated, you'd be shorted pay. You're going to need a union." I didn't know what he meant then. I do know what he meant now.

The union does not exist as a monolith in a vacuum just waiting for you to figure out your need. It is a lot of hard work by volunteers, rank-and-file PPQ employees like you and me, who do not get paid for their union service. A lot of our union knowledge is self-schooled, some knowledge comes from training, some knowledge is shared from the collective knowledge of the NAAE Executive Committee. When we are not sure, or are deficient in an area, we need to consult an attorney competent in the Federal labor arena. With Kim Mann, our General Counsel, we have had the ability to consult him for all of the years I have been around plus a year or two more. Kim is also retiring after the Convention in May 2024.

NAAE will have an immediate need for new legal counsel, and, to engage that person, we will have to come up with the ability to pay market legal-fee rates,

unlike the “family friendly discount-rate” we have enjoyed for so many years with Kim.

NAAE has had the SAME \$7.50 per pay period dues since 1994—almost 30 years!! That amount was inadequate from the start as we had to go “into the hole” on a couple of our legal cases over the years, even at our discounted legal rate.

It is an **existential necessity** for NAAE to request and receive approval for a dues-increase that will permit us to continue as an effective Union and be able to enter this new era with financial ability to secure the services of new General Counsel and to cover other increased administrative costs of running the Union. Please respond and respond favorably to the ballot question that will be included with this year’s election of new officers, seeking approval of the dues increase.

As the NAAE Executive Committee studied the problem, we found that the amount of increase we will ask for (\$15.00 per pay period) is still less than what inflation would demand, and it will still be less than the dues the bigger unions were charging and collecting 20 years ago when we investigated affiliation during some of NAAE’s darkest hours. A healthy dues base will allow us to maintain our independent voice, continue our representation “miracles,” AND DO MORE.

Please do not even think of voting “NO” on the increase unless you want to see NAAE and your voice in work issues evaporate before your eyes.

We are actively seeking new General Counsel who will be adept at pulling the political strings that have influence over our Agency and its policies as well as at continuing to advise us on traditional matters such as grievances and negotiations. This will give us more power and more say over Agency initiatives that affect the entire bargaining unit.

In the past two years, NAAE has expended great effort in increasing the size of our bargaining unit. Currently, we represent all professional employees permanent and term GS-12 and below, and all non-professional employees permanent and term, except those in our sister Office Support Employee unit.

There is strength in numbers!

In saying so long, I do want to give a shout out to all of you whom I have met along the way and helped me in my union knowledge and “negotiating” the path.

First, I want to thank Kim Mann who was able to patiently turn my occasional illiterate, sometime even over-angry rantings on paper into something at least

half-coherent. Kim has always been available for sound advice. He has, more than once, pulled me out of a bad jam. I am sorry that I came to this job from college illiterate and totally unable to compose whole sentences. Also, thanks to Kim for helping me to believe in, endorse, and pursue the legal theory behind an issue. As anyone on the Executive Committee can attest, I was always the hardest person to convince and bring “on-board” in a vote to arbitrate.

Thanks to the late Keith Poole, where I learned the meaning of the adage, “perfect is the enemy of the good”, and much negotiation theory. He also showed me that someone from another political viewpoint could have a righteous thought.

Thanks to the current NAAE Executive Committee—a class group of volunteers, select folks who are doing their best to represent you and keep the union going.

Thanks to some special NAAE EC folks of the past from whom I learned coming up in the union-- Leo Ehnis, Alistair Van Simmons, Mary Negron, Elizabeth Pentico especially for her organization, Susan Kostelecky and wanting to make a difference, Sarah Rehberg for diplomacy and my soul-sister Kate Richardson who modeled negotiation and taught me to attach to a cause.

Thanks to some special Labor Relations folks, particularly people with a Post Office background. They knew a thing or two about how angry people can become when problems are ignored. Tom Valenti, Dennis McPeters, Frank King, Beth Blackwood, and Peter Brownell are some of these folks. Also, thanks to Patrick O'Connor who has helped keep the last couple of years calm and collected, rational and fair.

A couple of Administrator types come to mind for just being human: B. Glenn Lee, Al Elder, and Paul Eggert. We did not always agree, but we knew where they were coming from.

I want to thank all of those folks I was able to help. I truly enjoyed “meeting” and helping each and every one of you, even if it was not in person.

I want to thank my family for understanding the crazy months away negotiating and traveling on behalf of the union. At least there was a small benefit to them—my wife is a PHSS and my daughter is a CBP Ag Specialist.

AND

I want to thank all of you, the membership, for making NAAE possible. Without a union, this could have been a very short career. Don't hesitate to call me and pick my brains (as long as I have 'em) on union stuff. I am hard-wired for union. (Just remember the time difference to Hawaii!)

If you are ever in Honolulu, look me up and give me a call. We'll talk old times over coffee, tea or whatever the doctors will let me drink.



Mike Randall, Daughter Talya Randall & Wife Naomi Wong

Telework, Remote work, Negotiations, and the future of our Contract by NAAE Esther Serrano At-Large Vice President Assistants

One of NAAE's biggest accomplishments of late has been negotiating revised and new Articles for our Collective Bargaining Agreement known as the Greenbook 3.0. This 216 page snooze-fest of a document is divided into 56 Articles and covers topics like Grievance Procedures, Hours of Works, and Temporary Light Duty. This is the negotiated contract that Management has already agreed to uphold! Do you know what they already agreed to?



The Greenbook covers most negotiable matters pertaining to our working conditions, but technology is ever changing, the government keeps changing acronyms and procedures, and NAAE is trying to keep up with the times. The Executive Committee (EC) spent much of 2021 and 22 completing negotiations with Management on Articles for Awards, Declaration of an Emergency, Merit Promotion, Official Time, Performance Appraisals, Reasonable Accommodations, Telematics, and Vacancies. By January 2023 we were left with the two most contentious articles: Telework/Remote Work and Overtime. From the beginning of negotiations, it was clear these were the two topics that NAAE and Management were not seeing eye to eye on. Furthermore, negotiations on Telework and Remote Work became a moving target as the Agency sent out new guidelines first expanding and later shrinking the reach of Telework. It became clear to both sides we needed a written agreement on how Telework and Remote Work would be administered by PPQ.



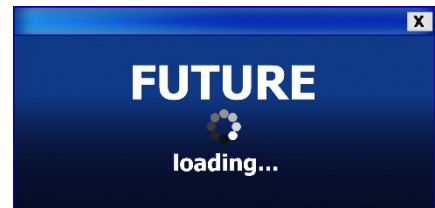
We are pleased to announce that management and NAAE completed negotiations and signed an agreement for Telework/Remote on August 30, 2023!!!

So what happens next? The Overtime Article is scheduled as our last items of negotiation in December 2023 and will hopefully be completed by the time you read this newsletter. Next, ALL the negotiated Articles will go through Agency Head review. When the review is successful, these Articles will be finalized and added/amended to the Greenbook. NAAE wants to share the information from these newly negotiated Articles as quickly as possible; however, we only send out this newsletter every 2 years. Do you have ideas on how to do that? If so please share with myself or our communications Director Dan Mackesy.



We encourage you to sign up for **NAAE's Facebook page**. As soon as we complete Agency Head review NAAE will begin DUMPING information onto our Facebook page, our NAAE website, and via our local Presidents to the bargaining unit employees (BUEs) so everyone is informed. We will be posting the Easter eggs (what NAAE deems as the wins from negotiation table) to the Facebook page. Our Facebook page is limited to dues paying members and is checked regularly. One more reason to join NAAE!

Telework and Remote Work are going to be a part of the future of PPQ and NAAE is here to ensure those opportunities go beyond Headquarters equally to our Field Employees. Last year NAAE helped the SITC Analysts win a grievance against management reclassifying their positions as remote (many don't even live in States that they cover). For Telework NAAE acknowledges much of our work needs to happen in the office and will primarily happen that way in many locations. Also, participation in Regular or Ad-hoc Telework is voluntary and will never be forced on our BUEs (if you hated working at home, we understand, it's not for everyone). However, BUEs that were labeled as having portable tasks and accepted a telework agreement should have meaningful opportunities to telework when there are portable tasks to be done and in-office work is sufficiently covered. Management consents and has signed an agreement to facilitate this (yes even for Field Employees). Join NAAE and connect with us on Facebook for 2024! NAAE will bring the telework Easter eggs, you tell us what's working in your work unit, let's help move PPQ into this century with workplace flexibilities.



Esther Serrano (teleworking from the field since 2011- before it was cool)

Election Committee Selection

Our election for national officers is approaching. The executive committee has selected Local 42 Dallas, TX to serve as the Election Committee with Nathan Cottrell as the Committee Chair.

The **NAAE National Convention** will be held in El Segundo, California from May 4, 2024, until May 9, 2024.

NAAE national ballot due dates

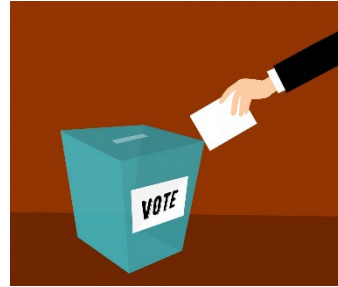
Nomination ballot

- scheduled to be mailed out at the end of December and must be received by the election committee by February 18th, 2024.

Election ballot

- scheduled to be mailed out by March 5th, 2024, and must be received by the election committee by April 5th 2024.

Make your vote count! Elect your NAAE Executive Committee members!



THE VALUE NAAE MEMBERS RECEIVE FOR DUES -

By NAAE General Counsel Kim Mann

What do members of NAAE get for their dues, currently \$7.50 per pay-period? (Other federal-sector unions' dues **start** at four times that amount!) That is an excellent, fair question. It is a question all dues-paying members of NAAE ought to ask; it is a question all bargaining-unit employees of PPQ who are not dues-paying members should also ask. Let me try to answer that question.

To start with, all bargaining unit members, dues-paying and non-dues paying, benefit from the rights NAAE has secured for all PPQ employees under the terms and conditions of its national collective bargaining agreement that NAAE representatives have negotiated with PPQ management. That 216-page document is a legally binding contract, often referred to these days as "Green Book 3.0." The Green Book is available to all on the NAAE website, aginspectors.org, posted under "Local Resources."

The Green Book identifies and describes in detail the rights of bargaining unit members in the workplace; these are rights guaranteed by Congress in the statute, 5. U.S.C. § 7101 *et seq.*, known as the Federal Service Labor-Management Relations Statute or simply just the "Statute" for short. The Green Book also sets forth in detail the obligations of Agency and its managers to recognize, protect, respect, and further those employee rights negotiated pursuant to the Statute. And finally, it sets out the obligations of the Agency to recognize NAAE as the exclusive representative of all bargaining unit employees of the Agency and prescribes the terms and conditions of their labor-management relationship and the scope of NAAE's representational rights and

duties towards the bargaining unit. In sum, the Green Book as well as the Statute empowers NAAE to enforce those rights of PPQ employees, guaranteed by federal statute and contract, ensuring the Agency provides those rights to all bargaining unit employees.

One example of a vital employee right, out of the many spelled out in the Green Book, includes the right of all employees in the bargaining unit to grieve (complain about and formally challenge) any action of management adversely affecting their conditions of employment. They may grieve, for example, unwarranted discipline meted out for alleged illegal misconduct, with the Green Book prescribing the procedures governing the employees' pursuit of those grievances. Those procedures include the right to receive NAAE representation and the steps Management must take in responding to the grievances.

Another example of a Green Book-sourced right is the mandate that Agency representatives negotiate with NAAE, at the request of NAAE, over all planned changes in conditions of employment before their implementation, either as to the substance of those changes or as to the procedures for their implementation and their impact upon bargaining unit employees.

NAAE's repeated reliance upon just those two critical guaranteed rights covered by the Green Book, grievances and negotiations, has paid huge dividends for all bargaining unit employees who NAAE represents. During the past few years, NAAE has assisted bargaining unit employees, both members and non-members of NAAE, prepare and process dozens of grievances to correct inappropriate or unjustifiable disciplinary actions that local supervisors have taken against them. In a significant majority of cases, NAAE has been successful in convincing upper-level management during the grievance process to reverse these actions or at least mitigate their effects. The subject matter of these grievances has been broad, extending from fighting actions such as terminating employees for alleged GOV misuse, to denying reasonable accommodations to victims of supervisor harassment, to refusing to enter into telework agreements, to prematurely removing employees from voluntary overtime lists.

In the past three years, NAAE negotiators have successfully concluded contract and MOU bargaining sessions with Agency representatives over a myriad of significant changes in conditions of employment. These include negotiating favorable telework and remote-work provisions, more flexible caps on overtime restrictions, protections against COVID exposures in the workplace, among many other topics. Negotiations between NAAE and the Agency remain ongoing over Agency-planned changes in the overtime system, use of Maxi-flex or compressed work schedules, and implementation of a new 12-hour workday policy.

Here's another important reason to join NAAE: Bargaining unit employees who are dues-paying members of NAAE enjoy decision-making rights not available to non-members of NAAE. Of course, NAAE members may and

should take great satisfaction in knowing they are actively supporting the goals and objectives of NAAE through their dues-payments and their participation at the local and national levels on NAAE committees and on Agency committees for which NAAE may appoint union representatives. Without this support and participation, NAAE could not exist or at least not function effectively.

Only NAAE members in good standing get to choose their union leadership. They, and only they, have the right to vote for the elected officers who serve on the national NAAE Executive Committee and directly represent their interests before the Agency at the national level. Only NAAE members in good standing have the right to vote for their local branch presidents and other local officers who are empowered to deal with local management on critical local issues, such as overtime procedures and placement on overtime call-out lists and fixing annual-leave selection priorities. On matters put to an employee vote at local ports and duty stations, such as on the type of seniority to govern overtime- and leave-selection rights, only dues-paying members may cast that ballot, although local union leaders must consider the views of all bargaining unit employees prior to voting.



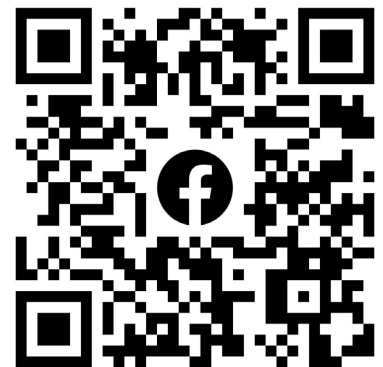
Meet our new director of communications, Dan Mackesy

Dan Mackesy has recently assumed the role of communications director for NAAE. Dan has been a federal employee for thirteen years and has worked for PPQ for ten years. Over the course of his working career, he has been a member of the University Professional and Technical Employees (UPTe) union, the American Federation of Government Employees (AFGE), and the National Association of Agriculture Employees (NAAE). He began his career with

PPQ as a Biological Science Technician for the S&T Fort Collins Lab, and he immediately joined NAAE when S&T employees were finally allowed into the bargaining unit. He currently works as a SITC Analyst and is grateful for the efforts of his predecessors in securing greater workplace flexibilities.

Dan currently lives in Brighton, Colorado with his wife Kathleen and their two beloved cats, Mocha Bean and Upstart. He enjoys spending time outdoors, gardening, and occasionally inviting Mocha Bean to meetings.

Dan is the moderator for the NAAE Facebook group and the NAAE website (<https://aginspectors.org/>). We encourage everyone to check the website regularly and [join the Facebook group](#) for the latest information about issues that affect all of us (see the QR code to



join the group). We also encourage you to share your thoughts with the Facebook group and contact Dan to post announcements or any other important information.

2023 Dues Increase: A case for Approval – *By: NAAE General Counsel Kim Mann*

As NAAE braces for 2024 and the years ahead, it faces new challenges, but armed with only limited resources. Its sole source of income is membership dues. Those dues have not changed in 30 years! Current dues, \$7.50/pay-period, were approved by the NAAE Executive Committee (EC) and the membership and put into effect in 1994 — \$7.50/pay-period is equivalent in purchasing power to about \$15.47 today.

Needless to say, the cost of everything related to NAAE's delivery of representational services has increased dramatically since 1994. Underwriting in-person meetings of NAAE's Executive Committee, conducting the biennial Convention of the NAAE membership, paying legal fees for general counsel services and fees for arbitration and litigation, providing training for the EC and the membership, etc., all represent important service-delivery functions that NAAE must pay for out of dues, costs that are continuing to rise. Existing dues revenues are barely sufficient to cover these growing expenses, despite concerted efforts of the EC to cut costs.

In recognition of this increase in delivery costs, the NAAE Executive Committee has had to make difficult choices and adjustments in recent years, cutting back to conserve resources. Some of these adjustments have included holding in-person meetings of the Executive Committee only once a year, covering travel and lodging of fewer Convention attendees, being more selective in which grievances to take to arbitration, forgoing in-person contract negotiations with Management, and forgoing litigation that challenges Administration and Agency initiatives designed to curtail employee rights.

NAAE has run out of options and techniques to cut costs without diminishing essential services. It must generate additional dues revenues if it is to be prepared to represent its growing membership in future battles with the Agency over actions with major potential impacts upon employees, many of which are already underway: We are seeing efforts to force teleworkers back to their offices, new limits on overtime, restrictions on the number of hours employees may work (the 12-hour day), and perpetuation of chronic understaffing, to name just a few. And then there is the expected or potential fall-out from the upcoming 2024

national elections. We could face the resurrection of the old anti-employee Trump Administration-style executive orders, policies, directives, and regulations and the enactment of new Congressional laws intended to deprive federal employees of long-established rights (and with diminished due process rights) and to curtail the power of federal unions to protect employees against arbitrary agency actions.

As NAAE enters 2024, it must furnish its elected officers and appointed union volunteers, all of whom serve the bargaining unit without compensation, with the resources and other tools necessary to address these challenges, unfolding as imminent, impactful changes in conditions of employment.

One such tool is the availability of legal counsel, experienced in federal-sector labor relations law and devoted to serving NAAE. After serving NAAE as its outside general counsel for almost 40 years, I expect to be retiring soon — in May 2024. Mindful of the limited financial resources available to NAAE, I have provided legal services during this period at much-reduced rates. My rates to NAAE in recent years have been hovering around 20% or less of my normal charges to my other clients. It will be extremely difficult for NAAE to secure new legal counsel to replace me without a dues-increase to fund what is likely to become a greater expense for NAAE than it currently shoulders.

For all of these reasons, **I must urge all dues-paying members of NAAE to cast their ballots in support of a reasonable, long-overdue dues increase**, an increase that can assure NAAE bargaining unit members that its National Executive Committee and its appointed representatives will have the financial where-withal to continue to adequately and fully represent the membership for the foreseeable future.

Protecting The Federal Work Force: Executive Order 14003 *By Austen C. Gandy NAAE Vice President for Health & Safety*

As we all know, the President of the United States has the authority to direct the entire Executive Branch, which includes USDA-APHIS-PPQ. When the president exercises this authority, it is often through the issuance of an Executive Order (E.O.). As federal employees, we are all obligated to follow lawful orders, including those issued by the President. Executive orders have the force of law, and the president's authority to issue them is derived from the Constitution. These orders are powerful, and remain on the books, valid and binding, until a subsequent president rescinds or amends them. Even though they can be rendered ineffective by the next administration, we often see their effects domino throughout history. For instance, Dwight D. Eisenhower signed E.O. 10450 on April 27, 1953, which made all LBTQAI+ government workers ineligible for government service based on their engagement in "sexual perversions". This E.O. remained on the books and in effect for nearly 64 years

until it was revoked by President Barak Obama on January 17, 2017. This ignominious period of prohibition on LGBTQAI+ federal workers is now known as the “Lavender Scare”, and its official “anniversary” is deemed the day President Eisenhower signed E.O. 10450. This is but one of many examples showing the vast justice or injustice that an Executive Order can bring about.

In the course of my duties for NAAE, there is one E.O. that I have found myself referencing time after time, and that is E.O. 14003 signed by President Biden on January 22, 2021. This E.O. is notable for many reasons, but there are two sections that I think are important for **every** federal employee to know and understand. Section 1 of the E.O. 14003 reads as follows:

Section 1. Policy. Career civil servants are the backbone of the Federal workforce, providing the expertise and experience necessary for the critical functioning of the Federal Government. It is the policy of the United States to protect, empower, and rebuild the career Federal workforce. It is also the policy of the United States to encourage union organizing and collective bargaining. The Federal Government should serve as a model employer.

For various reasons, the validity and effectiveness of unions has been historically questioned by the American public. This Executive Order clarifies that it is the policy of the United States to protect and empower the Federal workforce, as well as to encourage unionization and collective bargaining. The Federal Government’s commitment to collective bargaining began on January 17, 1962, when President John F. Kennedy signed Executive Order 10988, titled—Employee-Management Cooperation in the Federal Service. Our union came into existence as the Federal Plant Quarantine Inspectors National Association (FPQINA) shortly thereafter on February 19, 1963. Currently, our Collective Bargaining Agreement, the “Green Book 3.0”, includes the following statement in the very first Article:

“It is the intent and purpose of both Parties (referring to NAAE and PPQ) to foster employee-management cooperation, to promote and improve the efficient administration of PPQ, and to ensure the employees’ participation in the development and application of policies, procedures, and other matters affecting their conditions of employment through consultation and negotiation when appropriate.”

This quoted section is a paraphrase of the statement of Congressional purpose that introduces the Federal Service Labor-Management Relations Statute, part of the Civil Service Reform Act of 1978, often referred to simply as the Statute.

In reviewing this history and these facts, I hope it is plain to see why it is the policy of the federal government to support union activity. If not, I will spell it out for you. **Unions are in the best interests of both parties, labor and management, not just the bargaining unit employees.** Unions only become invalid and ineffective when they fail to realize this timeless truth. Now with

that background, lets move on to the second vital section, Section 4 of E.O. 14003:

Sec. 4. Ensuring the Right to Engage in Collective Bargaining. The head of each agency subject to the provisions of chapter 71 of title 5, United States Code, shall elect to negotiate over the subjects set forth in 5 U.S.C. 7106(b)(1) and shall instruct subordinate officials to do the same.

This section is a little more cryptic if you are not familiar with United States Code Chapter 71, the codification of the Statute. In the interest of brevity, there are 3 general categories that a union proposal responding to an agency change affecting conditions of employment can fall into when it is up for negotiation, - it is deemed either non-negotiable, negotiable, or permissive. The first two are self-explanatory, but the last refers to 5 U.S.C. 7106(b)(1) of the Statute:

(b) Nothing in this section shall preclude any agency and any labor organization from negotiating—

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

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

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

In essence, 5 U.S.C. 7106(b)(1) describes subjects that the agency may elect to negotiate, at its sole option. In other words, the agency is not required to negotiate them. However, that option took on a different hue when President Biden issued E.O. 14003 shortly after he took office in 2021. Now and until further notice, with E.O 14003, he directed the heads of all federal agencies to engage with unions in collective bargaining of their permissive rights outlined in Section 7106(b)(6) of the above statute. Personally, I have relied on the “technology, methods, and means of performing work” to negotiate a resolution for a lot of labor disputes at my duty station. A short summation of the effect of this E.O. would be, “Everything is now negotiable, unless it is a management exclusive right.”.

As a union, we are experiencing a “golden hour” where we have a chance to get negotiated agreements signed and in place, lasting as long as the agreement itself, that may not be negotiable in the next administration – and that is because the next president may choose to rescind E.O. 14003. It is for this reason that I chose to write this article for the NAAE Newsletter, and I sincerely hope that my explanations of E.O. 14003, and its history, are enough to inspire you, and bargaining unit members all across the country to join NAAE, if you and they are not already members, and then become actively

involved in picking up your pens and engaging in the Collective Bargaining process with your local management.

If you are reading this and you feel a call to action, please do not hesitate to contact the NAAE Executive Committee. We are here to help you exercise the undeniable rights that you, and people like you, were afforded over 60 years ago. Additionally, I would like to ask that you seriously consider voting to approve the dues increase that is being proposed. NAAE member dues are vital to the function of our union, and without increases that match inflation, we will not be able to afford the expenses that a union necessarily incurs. In short, if we can't pay our legal counsel and cover other basic costs of running the union it is going to be more difficult for us to go to bat for you.

Sources

[10 of the Most Consequential Executive Orders and Proclamations in Presidential History | HISTORY](#)

[Executive Order 10450—Security Requirements for Government Employment | The American Presidency Project \(ucsb.edu\)](#)

[Executive Order 13764—Amending the Civil Service Rules, Executive Order 13488, and Executive Order 13467 To Modernize the Executive Branch-Wide Governance Structure and Processes for Security Clearances, Suitability and Fitness for Employment, and Credentialing, and Related Matters | The American Presidency Project \(ucsb.edu\)](#)

[Executive Order, Proclamation, or Executive Memorandum? - Executive Orders: A Beginner's Guide - Research Guides at Library of Congress \(loc.gov\)](#)

[50th Anniversary: Executive Order 10988 | FLRA](#)

[Executive Order 10988—Employee-Management Cooperation in the Federal Service | The American Presidency Project \(ucsb.edu\)](#)

[Executive Order 14003—Protecting the Federal Workforce | The American Presidency Project \(ucsb.edu\)](#)

[5 U.S. Code § 7106 - Management rights | U.S. Code | US Law | LII / Legal Information Institute \(cornell.edu\)](#)

List of Executive Committee Activities and Notices FY 2022 & FY 2023

Description/ issue
HPAI Emergency Response TOD and Reasonable Accommodation
Enrollment for COVID 19 Screen Testing
Containment Facility Inspection Training Policy CFIT
PDC ACIR Focus Group Formal Meeting
EO 13932 USA Hire system
NIS Policy: No Action on mites on cut flowers from certain countries
NIS Policy: Action Exemption Policy for Mites
Cancellation of Mandatory Mobilization HPAI
Updates to Area Identifier Manual
NIS Policy: Aphelechoides on Propagative Malus plants
CDC Guidance/ Stop screening for COVID
Combined Fed Campaign 2022
NIS Policy: IDA requirements updated
NIS Policy: Diaporthe sp Policy
Award Eligibility DR4040-430
Workplace Safety Plan (WSP) Update/removal- COVID 19
Operation Kindness

PPQ Form 383 (situation report)
Paid Bereavement Leave
All Employee Town Hall OSEC
NIS Policy: Phoma sp. policy change
Survey Future of Work (remote/tele)
NIS Policy: Dead Malacology Policy
Travel Comp from Hotel
IDA policy- PHSS/Pest Identifiers
APHIS strategic plan
ICS 100/200 Training
HPAI Maxiflex 24/6
APHIS Biorisk Management Manual
NIS quarterly meeting w/ Identifies
COVID Workplace Safety Plan-PDI
Uniform Policy-2023
NIS policy: Ips and Gnathotrichus from Mexico
ARM Enhancements PDI
NIS Policy: Botany IDA Feedback Volunteers
Civil Rights Review: Orlando/Miami
NDDTC SOP Manual review
Maxiflex Admin Notice

Length of Workday Admin Notice
OPM Removal of COVID operating status
NIS Policy: Aphids on Peppers from the Netherlands
NIS Policy: Mites on Pineapple
National Capital Regulation for Telework Employees
ARIS replaces EQS Emergency Response Information System
Green Book 3.0 Negotiations (Revised Articles include: Telework/Remote work, Overtime, Awards & Recognition, Emergencies, Official Time, Performance Appraisal, Reasonable Accommodations, Promotions, Vacancies)
PPQ 508 Compliance Policy
Web TA to GOV TA transition
Identifier Quarterly meeting
LWOP for Military Spouses OHRM Advisory

How to Join the NAAE Unions in Three Easy Steps

1. Get Form SF-1187 a Request for Payroll Deduction -- Ask any National NAAE Officer, cut out or photocopy from THIS newsletter, or print it from our website <https://www.aginspectors.org> under Join NAAE tab.

2. Fill out the SF- 1187

- Name.
- Social Security number.
- HOME Address – We need your HOME address ONLY. It is against the law for us to send an election ballot to your office. Remember this is our only chance to get your address right for elections and newsletters.
- Agency – USDA APHIS PPQ.
- SECTION A – Put down your branch number, if known, otherwise write the name of your workstation. Currently dues are \$7.50 per bi-weekly pay period.

- **Please do NOT sign authorized signature – that’s for the NAAE National President.**
- SECTION B – This is where you Sign and date (preferably in blue ink).
- The Agencies will not process a form to withdraw from your paycheck without an ORIGINAL signature (would you have it any other way???)

3. Give/send Only the original of your form to a National NAAE Officer or see that the form gets mailed to the NAAE National President for processing. His or her address is always on the back of the newsletter (as well as the addresses of all of the rest of your NAAE National Officers)—

Currently, National President:

Mike Randall

P.O. Box 31143

Honolulu, Hawaii 96820-1143

Remember—No need to kill a lot of trees. We only need ONE original form to process a dues-withholding request.

Common Mistakes:

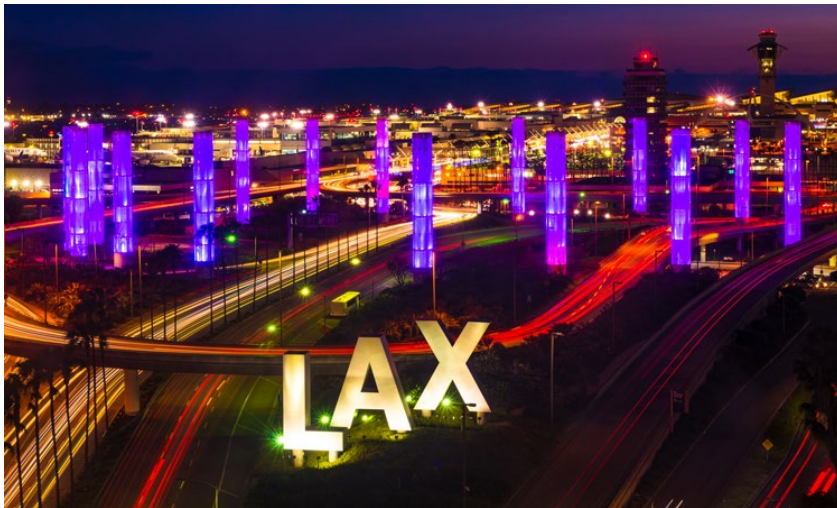
Some folks have tried to send their dues forms directly to Management for processing. NO!!! DON'T DO THAT. This isn't supposed to result in withheld dues, but sometimes it does (see Bad Thing #3 below). Management is not supposed to process any forms without an authorizing signature from the NAAE National President.

Bad things that happen to unauthorized forms:

1. Management hoards the unauthorized forms for about six months and then sends them back to us unprocessed, citing “no signature” as the reason.
2. Unauthorized forms are never processed, get thrown away, or otherwise “disappear”.
3. Management processes the dues-withholding, NAAE never knew you joined, we lose our once-in-a-lifetime opportunity to get your home address because we never see the form, you can't vote, can't participate as a local union member, get social media updates or get a newsletter.

Remember Strength in Numbers!

2024 NAAE Convention in El Segundo, CA May 5-9, 2024



Next year, the National Convention will be at the Cambria Hotel LAX in El Segundo, CA from May 5-9, 2024. We are planning an excellent convention with opportunities to meet with management, learn some new things, network, solve local problems and have a great time.

The Convention starts on Sunday the 5th with internal Union business and other topics and will end on Wednesday the 9th. On Monday and Tuesday, we will have Labor Relations training and consultation with members of

the PPQ Executive Team (Upper Level Management) followed by a Q&A. On Wednesday, attendees will have the opportunity to bring up local port and duty-stations issues for discussion and resolution followed by introductions of the new NAAE leadership. All these dates are subject to change.

Events (subject to change):

- *Internal Union Business Session*
- *Welcome Mixer*
- *Training*
- *Consultation with PPQ Management*
- *Banquet*
- *DOL considerations and reporting requirements*
- *Local Problem Solving*
- *Introduction of new Executive Committee*
- *Evaluation of the convention.*



Downtown El Segundo



Information Regarding Annual Leave/ Official Time:

If you're planning to attend, considering it, or on the fence, request your annual leave now. While initially you must request annual leave, following the Convention, NAAE will forward the names of attendees to management, requesting they all be granted official time for their attendance at the Convention.

Traditionally, within the pay period, management will determine the number of hours of official time granted to all identified attendees which will be applied to the T&A. In past years, management has granted official time for most of the time spent (normal working hours) for trainings and management consultations. All time used not credited as official time will be charged to annual leave. Keep in mind your travel time won't be included in the official time or given as travel comp time. Please let a Convention Coordinator know early by e-mail or phone as to your desires and intentions to come to the Convention. It will also help us get you an information packet once details have been firmed up.

Compensation for Local Reps:

NAAE will compensate travel expenses (airfare, gas, etc.) up to \$600 for one PPQ representative from each local. If you are a member without a local branch or an additional representative from a branch and would like to attend, please contact us, we will find a way to get you there. Contact an NAAE Executive Committee member to get more information. The Union will be reimbursing the hotel fee for those wishing to come early on Saturday May 4th to encourage attendance at the Sunday session. We will only cover for Saturday night hotel. Unfortunately, NAAE cannot reimburse attendees for the rest of your stay at the hotel or meals. We will provide, free of charge, breakfast, and afternoon snacks in the meeting rooms.

Please DO NOT USE CONCUR or THE GOVERNMENT ISSUED CREDIT CARD to make your reservations. You DO NOT need travel authorization from management other than Annual Leave approval from your supervisor. Attendees will be reimbursed for their travel expenses at the Convention; you are responsible for making your own reservations.

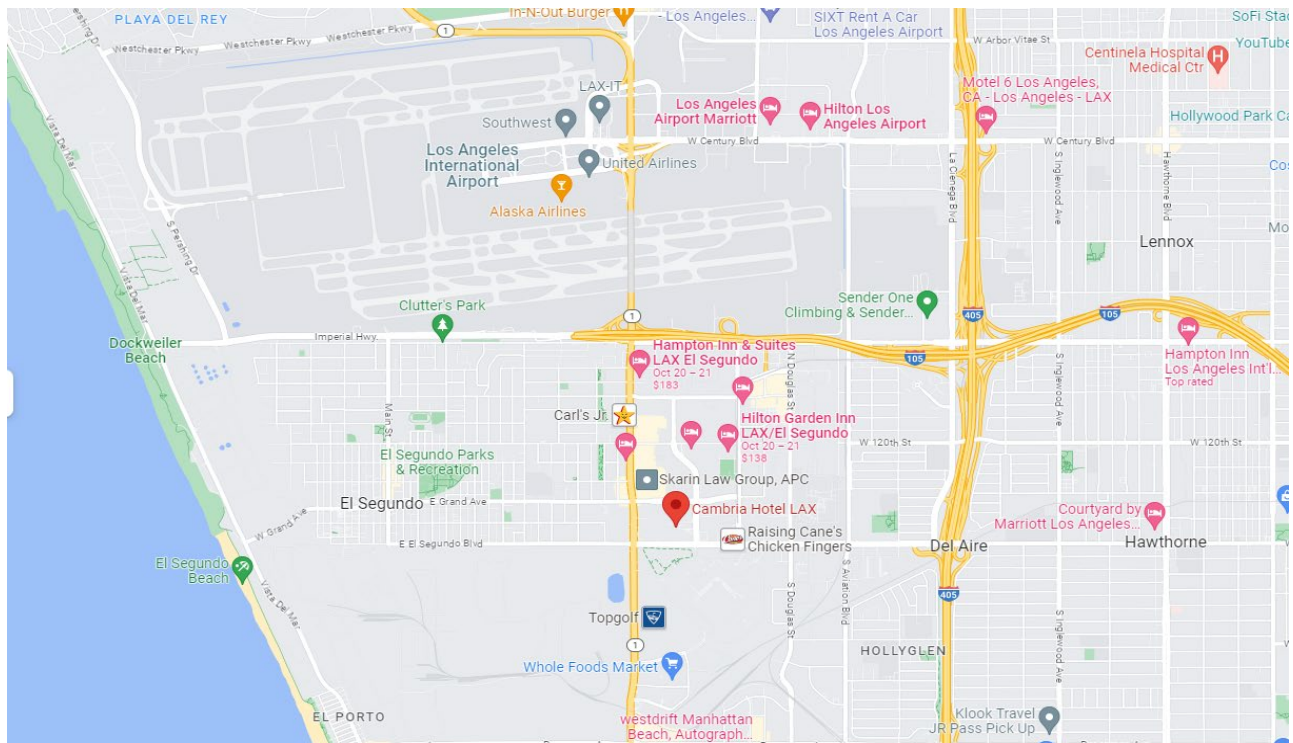
If you are attending the Convention, please contact one of your NAAE Executive Committee members or your Convention Coordinators Victor Zeno (victor.zeno@usda.gov) or Esther Serrano (esther.serrano@usda.gov)

The Hotel



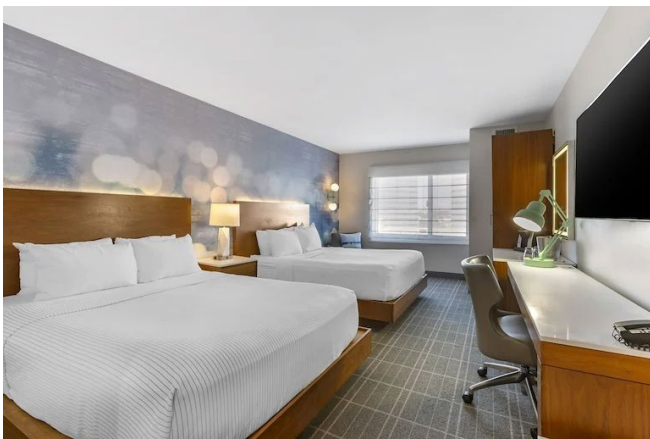
The 2024 NAAE Convention will take place at the Cambria Hotel in El Segundo, CA. Discover upscale accommodations designed to meet the needs of the modern traveler at Cambria® Hotel LAX. Just minutes from the Los Angeles International Airport, the hotel is defined by its stylish décor, upscale amenities and an experience that's casually tailored for each guest.

Make your reservations at [Cambria Hotel LAX](#), call (310) 965-0555 (**Group name: National Association of Agriculture, Group Number ZO90S9**) or contact convention coordinators for more information.

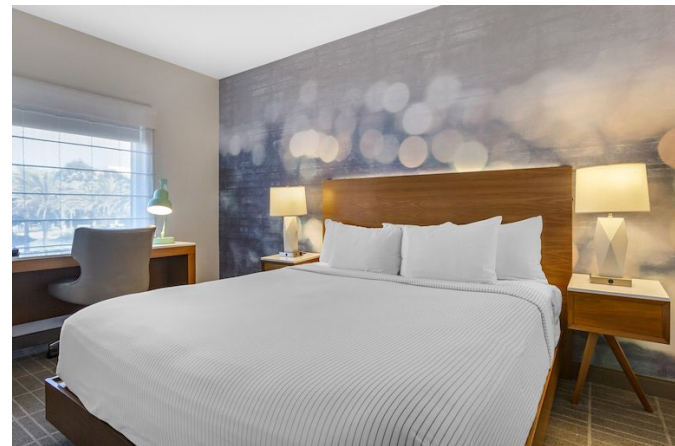


Hotel at a glance:

- Dog-friendly hotel
- Daily happy hour and monthly cocktail special at The Hangar
- Outdoor pool with poolside cabanas and sun loungers
- Free Wi-Fi
- 0.6 miles from Toyota Sports Performance Center
- 1.6 miles from downtown El Segundo
- 2.2 miles from Los Angeles International Airport (LAX)



Relax in their clean rooms with a recharge Beautyrest mattress and a spa-inspired bathroom with a Bluetooth mirror and PURE bath amenities. From 55" Chromecast-enabled HDTV to coffee/tea maker, workspace with desk, mini-fridge, and Bluetooth light mirror, they offer upscale amenities. Experience perfection in their stylish rooms with headboard lighting and retro-inspired lights.





Attractions

Toyota Sports Performance 0.6 miles
Automobile Driving Museum 0.7 miles

Experimental Museum of Art 1.5 miles

The Point 1.7 miles

Downtown El Segundo 1.7 miles

Manhattan Beach 3 miles

Make your reservations at [Cambria Hotel LAX](https://www.cambria.com/hotel/lax), call (310) 965-0555 (**Group name: National Association of Agriculture, Group Number ZO90S9**) or contact convention coordinators for more information.

