

**PHIS Midterm Agreement
between
Food Safety and Inspection Service, USDA
and
National Joint Council of Food Inspection Locals, AFGE
10-FSIS-011**

1. To meet the transparency requirements of government the agency will provide the template and formulation that will contain the actual written decision criteria and the supporting data that were used to define the job assignment/workload of each affected inspector. This will be provided to the Council Presidents, Local Presidents, and Inspectors prior to implementation of PHIS. FSIS will notify the council, on a current basis, of any changes that are made in applying the template and how the FSIS arrived at the job assignment/workload of each inspector affected by the change. Such notification does not affect any bargaining obligation under the Statute and any collective bargaining agreement.
2. The Agency will provide hands on training to all council and local presidents on calculating the times allowed to perform an assignment on an annual basis.
3. The template/formulation in 1 above will be provided in non-technical language to promote its understanding by inspectors and Union officials.
4. The agency will describe the exact and specific changes that PHIS will make including but not limited to the impact to numbers, types and grades of employees.
5. If an assignment exceeds the 125% workload, appropriate consideration will be included in the development of the employee's performance appraisal.
6. If an assignment crosses circuit lines, FSIS will identify which circuit the assignment is in for purposes of interpreting and applying the inspector's performance requirements.
7. PHIS will not create details outside the provisions of the LMA.
8. Over the objection of the NJC, bargaining unit employees are using PHIS as directed by the Agency. In the negotiation and implementation of PHIS the Agency will comply with the provisions of applicable law.
9. Inspectors will be held accountable only for parts of the PHIS system which are derived from valid supporting scientific data.
10. In the event there are changes in the working conditions as it relates to PHIS which are not known at the time of the bargaining over PHIS the Union and management will bargain to the extent required by law over those changes.

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11. Consistent with classification requirements, work of equal value will be compensated equally.
12. The CSI assigned to an individual assignment within a team has the first right and responsibility for the overtime generated by that assignment.
13. Sufficient relief will be provided.
14. Unless temporarily promoted to supervision, CSIs will not assign work.
15. PHIS will meet with all current contractual requirements.
16. If PHIS results in assignments becoming rotating or non-rotating, the agency will meet its statutory and contractual obligations to bargain with the NJC, and provide the reasons for the change.
17. The Agency will apply PHIS in a fair, effective, and efficient manner that targets the 75% - 125% workload.
 1. The evaluation will be timely.
 2. FSIS will evaluate and factor the results when an assignment workload increases or decreases, or when an assignment workload exceeds 125% as a result of PHIS.
 3. The Agency will provide an assignment workload report once per quarter upon request from the NJC.
18. The parties through the Labor Management Forum will discuss the development of grading criteria for the 1862 occupational series.
19. A full time position remains at 2,080 hrs or full staff year.
20. PHIS will not replace daily inspection and every plant will receive daily.
21. The formula for calculating how in-plant travel workload allowance (originally developed under ISWP) is determined, which is currently being used as of the date of this agreement, will remain the same under PHIS.
22. The agency will follow existing staffing standards for all species slaughtered, and egg product inspection as to current law, policy, MOU, or regulation.
23. The current ratio of district wide relief is one (1) to seven (7). If there is a change in the ratio the Agency will provide notice and opportunity to bargain where appropriate.
24. The Agency policy is to provide employees the resources it determines necessary for employees to do their job as it relates to exports.

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25. Any future change in export inspection requirements beyond the current requirement will be evaluated and negotiated by both parties and proposed for bargaining based on the impact of such a change to the bargaining unit.
26. Any agency proposed changes required of CSI offline inspectors be given thorough explanation, correlation, or training sufficient to allow acceptable performance of assigned duty.
27. The agency will provide adequate time (either regular time or overtime) for inspectors to complete the necessary "Indirect Inspection Duties" related to each assignment/plant or procedure.
28. Prior to implementing PHIS, FSIS will provide all NJC Council Presidents with a written explanation of which Factors in the FES are affected by changing to PHIS. The explanation will also detail the differences between the duties for each position before the implementation of PHIS and after the implementation of PHIS, and the points assigned to that Factor in determining the grades.
29. A change under PHIS is processing submittal procedures on computer forms rather than hardcopy forms. Nothing in the PHIS proposal includes increases in sampling requirement or changes in sampling methods as currently defined under FSIS directives.
30. The agency will conduct a PHIS WUM at each plant or site within 30 days of completion of PHIS training for all employees at an establishment. Employees shall be notified at least a week in advance of the specific date/time of the meeting and have the opportunity to ask questions and receive answers.
31. It is understood that the contract provision in the LMA regarding leave will be in effect during PHIS training and employees will not, in accordance with the contract, be approached or required to change or cancel leave to accommodate PHIS training.
32. As a result of PHIS the Agency does not envision inspectors traveling further distances after the implementation of PHIS versus today. In the event PHIS involves traveling further distances it would be a violation of this provision of the agreement.
33. The overtime provisions of the LMA are not affected by PHIS.
34. As of the date of the completion of bargaining the Agency will have provided all information (including changes to applicable directives) in accordance with the requirements of law that is relevant and necessary to bargaining over the implementation of PHIS. The Agency will also provide information after the date of completion of bargaining as required by law.

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35. If information concerning tasks not performed is used to affect inspectors, such as but not limited to performance management, awards, promotions, etc., the employee will be provided the information that was used and how it affected the inspector. The inspector will be provided the opportunity to respond and any information provided will be included in the Agency's decisions concerning or involving the inspector's not performed task.
36. An inspector cannot assign work to another individual; however, a task can be removed from one inspector's task calendar by another inspector and placed on the latter inspector's task calendar.
37. Consistent with the provisions of 9 CFR, agency supervisors will, when necessary, work with establishments to provide adequate facilities and space to accomplish inspection tasks.
38. The Agency agrees that all bargaining unit employees working in the PHIS system will be given all of the tools needed to perform assigned duties.
39. If a problem with PHIS training is indicated because of problems in the work of substantial number of employees as identified by the NJC or the Agency, corrective action can include issuance of FSIS notice, posting of any training edits or changes to Inside FSIS available to all personnel and/or automated application push to all users. The Agency will identify local resources available to provide assistance and support to BUEs. If an employee feels he/she needs PHIS refresher training, the employee is encouraged to request it; the Agency will give serious consideration to the request and can provide the refresher training if it is needed, can benefit the Agency and the employee, and can be provided.
40. Where establishments require specific outer garments for PHIS plants, the agency will ensure that such garments are provided to the affected inspectors.
41. For inspectors who spend more time in an office as a result of PHIS, each Office shall be furnished with a desk, chair, a temperature environment conducive to performing work, lighting, electrical supply for computer use, adequate file cabinet space, and computer access.
42. Due to PHIS, if the following conditions arise, the agency will make adjustments accordingly. These issues also will be addressed in LMR meetings. The conditions are: moderate risk in temperature, i.e., the temperature and humidity combination in the General Heat and Cold Stress Index from the National Weather Service, and the threshold limits for moderate exposure set by OSHA. For safety of the employee the agency shall not require bargaining unit employees work in temperature, humidity and work load requirements that exceed the threshold limit values for hot & cold environments established by OSHA.

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43. The parties will incorporate interpersonal skills training, PHIS-related vision tests during regular duty hours and eyeglasses/contact lenses, into the mandate of the joint wellness committee that has been established pursuant to this MOU. That committee will meet by August 1, 2011 and be comprised of equal numbers of agency and union members. The committee will investigate the need for interpersonal skills training, eye tests and eyewear, as related to PHIS. The committee will then issue a report to the parties by November, 2011. Provisions for the interpersonal skills training and for FSIS reimbursement of vision tests and/or eyewear due to PHIS may be implemented by agreement of the parties. Unresolved issues may be included in the reopener negotiations that will be held January, 2012.
44. PHIS does not affect the provisions of Article 14, Leave.
45. PHIS does not affect locality pay of most inspectors; if inspectors work in different localities as a result of PHIS, resulting in a change in locality pay, the employee will be provided the explanation of why the change is required by law.
46. PHIS does not affect the provisions of Article 15, Performance Management.
47. PHIS does not affect the provisions of Article 13, Hours of Work.
48. If an inspector is assigned work that involves crossing circuits as a result of PHIS, all provisions of the LMA will continue to apply, e.g., performance appraisal, conflicting instructions, etc.
49. The Agency will provide a time period during PHIS training for employees to ask questions about PHIS and the parties' negotiated agreement on PHIS. A copy of the agreed MOU will be provided to employees as part of the session. A union representative will be present during this session. Agency officials will be available to answer questions. The session will be up to two hours within the first two days of the PHIS training.
50. Each employee will meet with their supervisor within 30 days of being placed under different performance standards/expectations due to PHIS.
51. The Agency will create and post on the intranet a BlackBerry/Cell phone contact list of supervisors for Bargaining Unit Employees to access. The Agency will update the list as needed to ensure accuracy. The Agency will notify Bargaining Unit Employees of the list via an all user notice.
52. With the implementation of PHIS, trade requests will not be affected.
53. If PHIS results in longer absences that affect child and elder care, the Agency will provide assistance in locating such are at no cost to the employee.

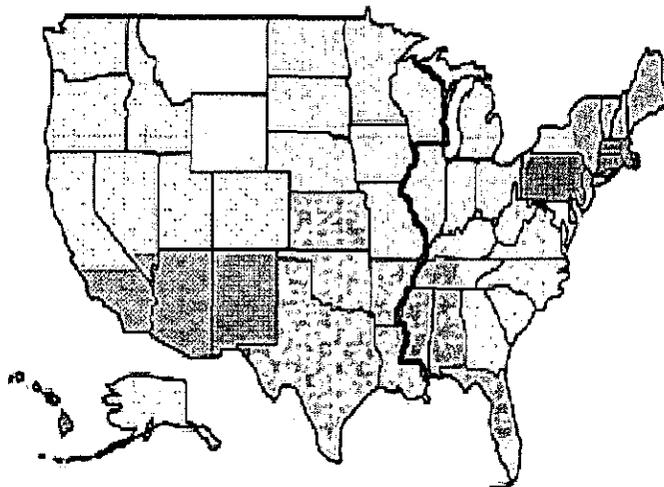
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54. Due to additional time required to perform work in the office under PHIS, job elements such as EEO outreach activities will not require after hours activities to achieve a level above meets fully successful.
55. The rotation process, detail rosters and pull patterns currently in effect in accordance with the LMA will continue under PHIS. Implementation of PHIS does not change the requirement to provide notice to the Union and an opportunity to negotiate over any changes to rotation schedules detail rosters and pull patterns, pursuant to the requirements of the LMA. Negotiation of rotations, detail rosters and pull patterns is not part of this agreement.
56. Appropriate supervisory personnel shall provide plant schedules, plant tardiness procedures, and any history of workplace violence/sexual harassment to each bargaining unit employee 5 working days prior to the employee's rotation to the new establishment or assignment that is under PHIS.
57. The details process currently in effect in accordance with the LMA will continue under PHIS. Negotiation of details is not part of this agreement.
58. After implementation of PHIS, if there is an increase in cardiac events among affected employees, certified CPR training will be provided to all bargaining unit employees, upon request.
59. Medical conditions will be considered in accordance with the provisions of the LMA and applicable law.
60. The parties acknowledge that there will be a transition period following completion of training for implementation of PHIS. During this transition period employees will be provided a reasonable period of time, depending on the assignment, to review past NR's, previous enforcement actions if applicable, and to put into practice the new procedures before being evaluated under PHIS. The supervisor will not perform an IPPS review within the first 30 work days of the Inspector's transition to PHIS. In addition only one IPPS review would be performed during the FY 12 rating period.
61. The SPHV, IIC, or SCSI will provide information to IPP who are new to HH or GCP verification activities in their assignment. The information will include compliance history by the establishment with HH or GCP requirements (MOIs, NRs, NOIEs, suspension actions taken), as well as DVMS verification visit reports of the establishment. Particular emphasis will be placed on activities or areas related to HH or GCP in which the establishment has had difficulty with compliance. The supervisor will also verify that new IIP with HH verification responsibilities have successfully completed the humane handling module in AgLearn prior to performing HH or GCP verification duties.

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62. Agency PHIS proposal provided for time expected to perform HAV. Need to evaluate as we implement. Time allotted in proposal was for a practiced inspector. There is no penalty if the target is not met while inspectors are learning. There will be variation from plant to plant.
63. Bargaining unit employees shall not be required to maintain paper copies of tasks / procedures performed.
64. PHIS will not interfere with the right of the employee to request and receive information in their eOPF and work folders.
65. Data-entry- Bargaining unit employees shall be free to entry not performed codes into the PHIS system without pressure from FSIS supervisors to make entries as performed when they have not been performed.
66. PHIS training sites shall be located in safe locations and areas that meet the basic needs of the inspector (food, lodging, sundries). PHIS training will comply with the parties agreement that provides training of two weeks or more will be at locations where the inspectors has a microwave, refrigerator, and laundry facilities.
67. Class rooms shall be of sufficient size to safely accommodate all employees attending and provide an effective learning environment.
68. The Agency will make a concerted effort to provide, or see that another entity provides, coffee and cold drinks to attendees during the class room training at no cost to the bargaining unit employees.
69. Local or District supervisor's instructions shall not supersede national policy (directives, notice written instructions).
70. As a result of PHIS, if a supervisor is aware of information that could negatively affect an inspector's performance rating, the information must be provided to the inspector at the IPPS and progress review if it will be used in the performance rating.
71. To mitigate the effects of wet and cold environments the agency shall provide appropriate protective clothing raingear to each bargaining unit employee working in cold / wet environments such as coolers, freezers and ante-mortem inspections.
72. Under PHIS, an employee is permitted to make a copy of sampling forms for his/her records.
73. In each half of the country as reflected below, the parties agree that IID Director and Deputy Director or designees will meet 3 times a year with up to two (2) union officials per council having jurisdiction on official time and at Agency expense. The location, date, time, and duration shall be determined by mutual agreement.

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Redline is boundary at state line and is representational only.

74. All work on the PHIS system or that relates to PHIS is to be performed during a period that the employee is in pay status.
75. Bargaining unit employees are not required to use establishment-provided equipment if it impedes the employee's ability to perform inspection or creates a safety hazard as defined by applicable safety regulations and directives.
76. To mitigate the physical requirements of transporting an Agency issued computer system, including but not limited to computers, printers, cables, etc. The Agency will provide each Inspector assigned a computer with a roller bag, upon request, on a first come first serve basis totaling 800 per fiscal year. If the request per FY year exceeds 800, the list will resume the next FY. Inspectors who visit more than one plant will be the only Inspectors who qualify for a roller bag.
77. Data entry – FSIS has determined that the results of PHIS tasks entered into the PHIS system shall be deemed timely, as long as it is entered in a reasonable time frame. A reasonable time frame will depend on the circumstances of an employee/work assignment. Accordingly, the Agency shall not impose, mandate, instruct or otherwise coerce bargaining unit personnel into entering PHIS data either "daily," "after each plant visit," or similar if not required by the nature of a specific assignment.
78. The inspector shall have the flexibility to put tasks on his/her monthly calendar two weeks prior to the beginning of a month, at the beginning of a month, daily, weekly, bi-weekly, or at any time frame, at the discretion of the inspector covering the assignment.
79. The implementation of the PHIS system shall not result in a condition of employment status as a result of training/testing for Bargaining Unit members who have been newly promoted, transferred, or similar unless their testing requirements have been validated by an accredited third party.

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80. Newly promoted Bargaining Unit members, or those that have transferred into a position that requires the use of PHIS, will be given a sufficient amount of time to learn and become acquainted with the PHIS system, and their evaluation will take into account that they are new and are becoming acquainted with the system.
81. 90 days after initial training completion of PHIS, the Agency will issue a training CD with the most up to date training class. The CD shall contain reference to substantive changes and those changes will be highlighted for quick reference. The Agency will provide, at no cost to the bargaining unit or the Union, refresher/updated material and training, and appropriate time as determined by FSIS management, to review materials when the PHIS system is updated with impact on bargaining unit employees.
82. Flexibilities designed to be part of the PHIS can be exercised by the inspector without repercussions, reprisal, or similar. Those flexibilities are to be complete tasks as scheduled, change the date/time the task will be performed during a week/month, or enter "not performed" if the task has not been performed by the end of the week/month. It is understood the inspector's decision will be based on priorities and frequencies of performance established by the agency and communicated to the inspector in agency issuances; as well as on circumstances, conditions, and situations that are encountered in the course of completing inspection assignments. This proposal in no way waives the union's right to notice and an opportunity to bargain over future agency issuances pursuant to the LMA.
83. The Agency shall not hold Bargaining Unit members responsible or liable for PHIS duties, task and/or responsibilities due to system problems. The Agency is responsible for the functioning and performance of PHIS applications. Procedures are in place to address any malfunctions to PHIS applications (i.e., Help desk). Information and action(s) to take will be conveyed to the Inspector(s) using the PHIS system at the time of the malfunction.
84. Because the PHIS system is a web based application the Agency agrees to provide and maintain sufficient and adequate means of connectivity for each PHIS user.
85. Inspectors will be provided all the information necessary to react to and perform PHIS functions while the system is in a disconnected/off line state, provided that inspectors make a determined effort to establish connectivity daily. Thus, the Agency shall not hold Bargaining Unit members responsible or liable for PHIS duties, tasks and/or responsibilities due to system problems.
86. The Agency will provide each and every CSI relief Inspector with a computer and connectivity.

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87. The Agency agrees to provide the following information: Physical address of the establishment, the start and end time of the shift, supervisor's name and phone number, a plant name and a plant telephone number.
88. FSIS will provide live 365/24/7 IT support for equipment and applications which includes PHIS through FSIS's IT service desk. All methods of contact to FSIS's IT service desk will be provided to all users. The Agency will make a determined effort to address and correct all identified concerns as expeditiously as practicable. The Agency shall not hold employees responsible for the inability to perform an IT related PHIS duties/tasks and/or responsibilities that cannot be performed while waiting for IT support.
89. The agency will continually review and evaluate the data generated by the PHIS after implementation to ensure assignments are staffed appropriately and that inspection personnel can perform PHIS inspection duties in an efficient and effective manner. The Agency believes that an evaluation of PHIS is warranted and plans to develop and conduct an evaluation of PHIS after nationwide implementation. The evaluation, to include an employee survey, will focus on the design of the PHIS system and its ability, as implemented, to meet the original objectives of the system, i.e., to create tools to better manage domestic and import inspection from the in-plant level through headquarters, to develop and capture data associated with inspections, FSAs, and plant operations to allow for complete and meaningful analysis for enforcement actions, sampling programs, and predictive analytics, and fully implement all parts of the HACCP regulations. The Agency will consider any modifications to the system or how it is operated after a thorough analysis of the data of the evaluation. A separate evaluation of the export functionality of the system will be conducted by the Agency one year after full implementation (adoption of PHIS by 10 largest export partners) of that part of PHIS. Should any unanticipated impact on the bargaining unit occur, the agency will provide notice and opportunity to bargain to the union in accordance with the LMA and Article 6.
90. The Agency agrees to supply the union with PHIS data relied upon to make changes to how PHIS will operate and/or that impact the bargaining unit. Where the Union makes a request for this data, it shall be honored and fulfilled within 28 days of the request being made.
91. Prior to the meeting scheduled to occur 14 months after the implementation of PHIS, each NJC council president or designee will be granted a block of 40 consecutive hours of official time at a location consistent with the parties' LMA to review Agency PHIS deliverables from this agreement.
92. The system does not generate server error reports nor does it currently contain Personally Identifiable Information (PII). If there is a government wide policy change about the use of PII in PHIS, the Agency will notify the union and provide an opportunity

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to bargain. If system reports become available then those reports shall be provided to the NJC.

93. The Agency agrees that it will provide, at least annually, and upon request the list of categories of the data collected during normal PHIS usage.
94. The Agency agrees that PHIS is not designed to monitor employee behavior. If data generated from PHIS indicates an issue with employee conduct or performance, supervision will thoroughly research the issue and communicate with the employee before initiating informal or disciplinary action.
95. The Agency's intranet site (Inside FSIS) will contain electronic versions of all PHIS training material which may include PowerPoint presentations, videos, narratives, and documents associated with PHIS. It will also include links to the FSIS public website for documents related to PHIS implementation and ongoing usage.
96. The Agency agrees to design, develop and implement a PHIS help site, which includes, but is not limited to, how-to videos, tips, trick and short cuts as well as trouble shooting area and any other resources necessary for Bargaining Unit personnel to perform their duties with PHIS on the Inside FSIS intranet site. In the event live chat and forums become available, these functions will be added to this agreement.
97. The Agency agrees that all intranet forums, discussion boards and live chat, or similar, will be moderated by Agency personnel that are knowledgeable in assisting and resolving problems, issues and any other PHIS matters.
98. The Agency will provide 90+/-10%) PHIS training slots for union representative attendance. Within 30 days from agreement of this provision, the NJC Council Presidents will provide the list of Union representative to be trained with the Agency determining the training schedule.

Each Council President or their designee will be provided final PHIS training materials before the first training sessions involving bargaining unit employees. Agency changes to the training material will be provided via hard copy to each NJC Council President until PHIS training is accredited.

99. Inspectors will continue to be classified under the current GS classification system. The grade of CSI-1862 positions will classify at the GS-09 level under PHIS if the CSI-1862 independently conducts the HAV and manage/schedule their task calendar in PHIS. The Agency has assessed that there will be approximately 54 non-competitive upgrades from the GS-08 level to the GS-09 level and 40 new positions that will be classified at the GS-09 level. The Agency does not anticipate any downgrades due to PHIS. The right of individual employees to challenge their classification is not affected by PHIS.

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100. The Agency agrees that due to the changes in the employee's working conditions because of PHIS that IPPS reviews, performance or other similar types of meetings will normally be scheduled with as much advance notice as possible.
101. 14 months after the first assignment is generated in PHIS, union and management will meet specifically to discuss the calculation of workload assignments including direct and indirect inspection, external and internal travel. If either party determines adjustments are necessary to the extent that workload assignments under PHIS are different than communicated during main PHIS negotiations and are more than de minimis, the agency will bargain with the Union consistent with law. If adjustments are needed, and these adjustments result in changes in working conditions for BUE's to the extent there is a duty to bargain the agency will bargain with the Union. PHIS work measurement will be valid and accurate. (combined with 153,190, 224)
102. The purpose of management controls is to ensure that the Agency mission is being met. For management controls to work the Agency must rely on accurate data. Therefore, only accurate data is to be entered into PHIS in accordance with instructions as set out in agency issuances. The Agency management will not instruct employees to enter inaccurate data. OFO and OIA will share their program management controls with the NJC. The analysis of the data for compliance with management controls will be conducted by the appropriate analysis group, and provided to supervisors. Data gathering for management controls is automated.
103. The Agency agrees PHIS will not change "daily inspection" and will still include daily inspection visits on "all shifts" by bargaining unit employees working for FSIS at every establishment as it is currently performed now.
104. PHIS does not change the current post mortem inspection process as it is now defined under FMIA and PPIA for FSIS bargaining unit employees. If there are legislative and subsequent regulatory changes to the inspection process as defined in this section, then management will provide the union notice and an opportunity to bargain.
105. The Agency agrees that PHIS training for bargaining unit employees will be delivered in a usable and understandable method as defined by the Agency. Training goals will be fair, objective, reasonable and will allow the employee to perform the duties involved in the employee's position description and meet the performance standards developed from the position description. LMA Article 30, Section 8(d) covers tutoring and mentoring.
106. The Agency agrees any discussions, training of PHIS will be held with management and bargaining unit employees together at the same time in the same sessions.
107. Employees will not be disadvantaged because of the order in which they receive PHIS training in comparison to other employees.

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108. The Agency agrees that all bargaining unit employees working in the PHIS system will be given all the tools needed to perform assigned duties.
109. A current 9 CFR regulation will be made available online to every Inspector for use as a part of their job and those bargaining unit employees who have access to an Agency issued computer.
110. As a result of the implementation of PHIS, the Agency agrees to work with the Union on the development of a program that will help reduce and or eliminate the stress level for all FSIS employees and promote wellness.
111. Formal training will be given to all IPP that have or may have PHIS responsibilities. The PHIS training will become a condition of employment pursuant to FSIS Directive 4338.1 and agreed language between the Agency and the NJC in previous negotiations regarding TCOE. Employees in Grades affected by this PHIS proposal will be grandfathered into the PHIS. Previous Grandfathered clauses will be honored. PHIS training will be incorporated into the Agency's condition of employment training. Just as was the Agency's policy when the condition of employment was originally implemented in 2005, all employees who are on board at the time when the training takes place will be "grandfathered". There will be a phase in period that is required for validation of the training. This phase in period will be as short as possible, but the time that is necessary for the validation. During the phrase in period, the Food Safety Regulatory Essentials will continue as the training that is required to meet the condition of employment. After that phase in period, employees who are entering the Consumer Safety Inspector position or who are promoted will be subject to the condition of employment.
112. After PHIS implementation the parties will exchange any information either receives concerning unanticipated changes to inspectors' working conditions that result from implementation.
113. Because there will be large numbers of employees sent to PHIS training, the lowered staff in a circuit will be a factor taken into account in evaluating performance during the training phase.
114. The Agency will provide the NJC written updates every 120 days on the Rural Broadband Initiative, and how the initiative affects connectivity aspects of PHIS.
115. The Agency shall provide the NJC with a quick reference guide and a CD containing PHIS training materials. A mini PHIS user guide containing portions of the PHIS User Guide that are applicable to the work of the bargaining unit will be available on Agency issued computers. Inspectors will be provided the time values that the Agency has determined it will take IPP to perform the tasks. During PHIS training, the Agency will provide a paper copy of the quick reference guide to each inspector. The union disagrees with

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using shared training materials because of the adverse effect on learning; as an appropriate arrangement if an inspector in PHIS training request a complete and accurate set of training materials because of previously used ones are unusable the agency will provide replacement materials. This option will be announced at the beginning of each training class.

116. As it relates to PHIS, the Bargaining Unit shall be provided a copy of any changes the Agency will make to the IPPS review directive and forms (i.e 4430-8, etc.) as a result of the implementation of PHIS and will provide the union with an opportunity to bargain, consistent with applicable law, regulation, and collective bargaining agreement.
117. The trading of assignment process in effect in accordance with the LMA will continue under PHIS. The implementation of PHIS will not change the approach used by supervisors for considering requests for trading of assignments under the LMA.
118. Employees shall be trained to perform the PHIS duties involved in the employee's position description and meet the performance standards developed from the position description. Training will be modified as necessary to account for changes in performance standards and/or position descriptions.
119. Employees who have received PHIS training will be covered by the LMA, Article 30, Section 8(d) regarding mentoring, coaching, and tutoring. At the beginning of the training, the Agency will announce such availability to the trainees.
120. FSIS has determined that there will be no loss of positions due to implementation of PHIS. The Union has relied on that representation as stated during the negotiations.
121. The agency will insure that each affected employee is provided a full explanation of the expectations for him/her, and related documents, under PHIS.
122. During the first year post implementation of PHIS the agency will send a survey to any CSI, who retires, resigns or takes a demotion to find out the reason(s) behind their decision. The survey results will be shared with the union.
123. PHIS will not affect the provisions of the LMA regarding relief breaks.
124. The Agency will provide additional clarification in regard to the changes PHIS will cause in HIMP plants.
125. During the 14 month evaluation of PHIS, the Agency will consider additional task names suggested by the Union to make the tasks easier to associate with the procedure.
126. The Agency will provide additional clarification in regard to the changes PHIS will cause in HIMP plants.

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127. Recognizing the change in philosophy underlying PHIS, supervisors will evaluate employee performance based on all tasks performed by the inspector without undue emphasis on the number of NRs. Questions about the changed emphasis from the number of NRs to number and types of violations may be referred by the inspector to the District Office/District Manager.
128. In multi-inspector plants, inspectors will issue individual non-compliance records as opposed to one NR created by multiple inspectors.
129. The Union will be provided data as it pertains to non-compliance record numbers before the implementation of PHIS and post implementation of PHIS. It is understood pre-PHIS records of noncompliance may not be available until that legacy data are transferred to the PHIS data warehouse; and post implementation reports will be available to the extent of FSIS' experience with PHIS. Requests for data will not normally be made more often than each six months.
130. The policy governing the Hazard Analysis Verification (HAV) training is a stand alone module *within the PHIS training curriculum.*
131. Under PHIS adequate and sufficient time will be provided and allowed for inspectors to perform HAV procedures. The Agency has determined that the median time for initial HAV performance is 325 minutes; and 90 minutes for subsequent instances. Some hazard analyses may take longer, others less; the determining factor is the complexity of the procedure in the circumstances of the hazard analysis.
132. Under PHIS, each inspector will be responsible only for his/her own assigned tasks/work. *Where required tasks include the discretion by an inspector to schedule a task(s) during a calendar month, the inspector will not be penalized for the manner by which he/she exercises the discretion that was allowed. A calendar which is prepared and available for view is considered appropriate unless the inspector who scheduled it is advised otherwise by the immediate supervisor. In the evaluation of an inspector's PHIS work, FSIS will give due consideration for matters not in the inspector's control (double assignments, recalls, etc.)*
133. The agency will implement an accountability system into PHIS to ensure that the task calendar *is not unfairly manipulated to create more work for some and less work for others.* Appropriate supervisors will be instructed to monitor the distribution of work to ensure this does not occur.

Appropriate management officials will provide required access to calendars and task lists. If IPP are unable to access the calendar or the task list, they are to perform priority tasks. When the inspector gains access to the system he/she will record the results of the verification tasks performed. Instructions will be provided to supervisors and IPP during PHIS training and in writing in Agency issuances.

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134. The agency will make adjustments as necessary to the sample scheduling and collection procedures as they currently exist in PHIS, as many inspectors who participated in the UAT have reported significant issues with sampling protocols.
135. If the agency develops a process which would allow for the tracking and monitoring of changes to the task calendar and provide a synopsis to the union upon request on an annual basis.
136. Per PHIS export procedures the agency will implement a system for accountability of the blank export documents with the number assigned, issued to the plant. The agency will clarify at what step in the PHIS system/process inspectors will issue such export documents to the plant.
137. Pertaining to exports under PHIS the agency will clarify if more than one blank accountable export sheet can be issued to the plant at one time.
138. In regard to exports, via the PHIS system the Agency will clarify which export documents can be signed by a CSI, and which need to be signed by a PHV. The system will make this distinction through ELVS and the export routing process and will automatically forward documents requiring PHV or CSI signature to the appropriate individual.
139. While in a disconnected/off line state, Inspectors will only be held accountable for acting on available information. Inspectors will be provided all the information necessary to react to and perform PHIS functions while the system is in a disconnected state provided that Inspectors shall make a determined effort to establish connectivity.
140. The Agency will provide policy related support related to PHIS in addition to AskFSIS. However, for immediate assistance with policy questions or interpretation of Agency instruction, IPP are to seek guidance from their immediate supervisors. Inspectors will follow the last instruction provided.
141. To establish consistency within the agency the Union proposes that all bargaining unit employees and all non-bargaining unit employees receive the same training in regard to PHIS.
142. FSIS will continue to provide 365/24/7 IT support for equipment and applications which includes PHIS through FSIS's single point of contact IT service desk. Agency also sees a need to provide policy related support related to PHIS and it has initiated a rapid response team in OPPD to respond to policy questions that are raised during training and beyond. Questions and responses will be posted in a dedicated section of AskFSIS for all users to see. If the Agency makes a change to working conditions as a result of a posted question and answer, the union will be provided notice and opportunity to bargain and/or address the change. In addition OPPD will provide PHIS policy and

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service from 6 am to 11 pm central time. The Agency shall provide contact information for 45 OFO trainers who will be available to answer questions from IPP once employees return from training. IPP are to continue to seek direct guidance from their immediate supervisors.

143. The provisions of LMA, Article 14, Leave, will continue to apply during periods of PHIS training.
144. The Union proposes that administrative overtime will be authorized as needed for the WUM's.
145. Upon request, inspectors can request the supervisor to provide paper copies of OPPD and ASD directives, regulations, notices, and issuances related to PHIS.
146. Employees will be allowed adequate time to learn about and comply with any changes implemented pertaining to PHIS.
147. The Agency has identified the Chief Negotiator as the primary contact with regard to PHIS. The Chief Negotiator or designee will provide the union with the Agency response.
148. The Union proposes that agency supervisors at any level not implement their own individual policies pertaining to PHIS.
149. The parties agree that errors in the receipt of data that render PHIS generated forms inaccurate, or the printing of such forms inaccurate, are systems errors regardless of how many inspectors' computers are involved. Similarly once the inspector correctly enters data, the transmission and use of that data by the system is not a responsibility of the inspector regardless of how many inspectors' computers are involved.
150. The eAuthentication number is required as a method of determining identity through USDA's eAuthentication system. USDA creates and stores the eAuth number in their system, and FSIS will store the information securely within the Agency's infrastructure. FSIS agrees that the number will not be visible while logging in or using PHIS. Within the maintenance and operations of PHIS, only limited OCIO designated agents will have a level of access to data systems that will allow for the viewing of eAuthentication number. USDA authorized agents (including authorized Local Registration Authorities (LRA) and FSIS OCIO and its authorized agents will access this information in a controlled manner.
151. In January 2012 the parties will reopen and begin negotiations of the PHIS MOU unless the parties mutually agree otherwise. Bargaining will be limited to any PHIS related matters the union was not made aware of during initial PHIS negotiations and that have more than a de minimis impact on the working conditions of bargaining unit employees.

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At all times prior to the reopener the Agency will timely correct problems identified by either the Agency or the Union.

152. Inspector's assigned inspection and administrative tasks will be reflected in the calculation of their daily assignments. The method that has been in use to calculate daily assignments under PBIS will be provided to the Council upon execution of this agreement. 60 days after PHIS is implemented, FSIS will furnish the Council with a comparison of the actual work assigned (representative sample of 10 assignments selected by each Council) to inspectors Position Description. This will also include the method of calculating the work that comprises a daily assignment under PHIS. Nothing in this agreement indicates inspectors or the Council agree with the implementation of PHIS. PHIS work measurement will be valid and accurate.
153. Upon implementation of PHIS, any MOU pertaining to PHIS agreed to by the parties will include an exhaustive list of written documents the Agency provided the Union, including name and date shown on the document, date provided, and number of pages.
154. The agency will specify which of the information it provided to the NJC in Sept 09 and Feb/April 10 is still current and applicable to implementation of the PHIS changes. Any information that was provided verbally should be provided in written form.
155. Except as specifically contained in the PHIS proposal that was provided to the NJC, no other changes to conditions of employment will be made, except pursuant to changes properly made under article 6 of the LMA.
156. The agency will establish a procedure for bargaining unit employees to follow if they believe their work/assignment has been impacted by actions of a non-supervisor, such as but not limited to, another inspector not performing (for valid reasons) tasks that have been put by FSIS on the monthly schedule of required PHIS tasks.
157. Where an inspector is assigned to cover an assignment where tasks were not completed by the inspector previously assigned within the monthly cycle, FSIS will give due consideration as a matter not in the inspector's control.
158. The exercise of discretion/judgment set forth in properly issued workforce rules/supervisory instructions is not a basis for action against an employee. It is understood intentional misconduct does not fall within the exercise of discretion/judgment. It is the right and responsibility of a supervisor if deemed necessary or appropriate, to initiate discussion with IPP concerning their decision making and provide feedback.
159. If PHIS instruction is necessary for an employee and such instruction is to be documented and the employee has a reasonable belief that he or she may be subjected to discipline, that meeting will include Union representation if requested.

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160. Applicable PHIS Directives are final with respect to inspectors' conditions of employment, and any changes to them will not change their conditions of employment directly or indirectly, unless as required by law or the parties' labor management agreement, appropriate negotiations with the NJC have been completed with respect to such additional changes.
161. Under PHIS there will be no preset limit on the tasks that can be coded as "task not performed." Inspectors are required to report accurately what happened to prevent completing process inspection tasks by selecting the appropriate task not performed code from the task drop down list. Any contrary instruction provided to the employee that is documented by the Agency may be shared with the employee upon request. The employee may consider the supervisory instruction as a conflicting order as set forth in Article 5, Section 15 of the LMA. In the event that the Agency does not document those instructions the employee may request the instruction in writing.
162. Under PHIS bargaining unit inspectors will not perform any work previously performed under the exclusive domain of EAIO's.
163. In the event that PHIS generates "Homeland Security" tasks or something similar under a different name, inspectors will not be placed in situations of imminent danger.
164. The inspector is not responsible for PBIS information or data that is not carried over to PHIS system.
165. The agency will provide the Union with a list of the types of agency personnel who will be able to monitor an inspector's daily inspection activities via the use of a government computer. This list will be provided to the Union by C.O.B March 18, 2011.
166. The parties agree to the list, submitted by the NJC, and dated August 26, 2010, containing 24 not performed codes. (Note: List dated 8/26/10 will be attached).
167. At any point during negotiations additional information that should have or could have been provided, will result in the Union being able to enter new proposals in the negotiation process.
168. Under PHIS, jobs and assignments will be fair, objective, reasonable, and directly related to the duties involved in the employee's official position.
169. When performance standards are set in October, 2011, inspectors will be made aware they are under the same standards that were set in October, 2010.

Approximately 54 positions will be upgraded noncompetitively and approximately 40 new positions will be created at the GS-9-1862 CSI level. Upgrades of these 54 positions will occur on an ongoing basis as inspectors are trained and start using the PHIS system.

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The new positions will be created as soon as the location where each position is needed has been determined.

In March, 2012, the performance standards in effect will be modified to add standards for independent performance of the HAV and those standards will be applied beginning the third quarter of FY 2012.

170. PHIS related issues/complaints brought to the attention of either party will be discussed by the parties, such as, but not limited to, the accusation of the job not being doable.
171. GovTrip will be calculated in as part of the assigned duties, which will be done during a paid status, but not at breaks consistent with LMA Article 13, section 3, Agency Relief Breaks.
172. WebTA will be factored in as part of the assigned duties, which will be done during a paid status, but not at breaks consistent with LMA Article 13, section 3, Agency Relief Breaks.
173. The Agency will provide the union notice and opportunity to participate in future PHIS initiatives prior to the plan being developed but after the conceptual stage.
174. Any agreed upon or implemented language or policy will be provided to the affected employees in writing.
175. As designed by FSIS, PHIS includes only the offline CSI aspects slaughter inspection.
176. The parties agree that they are negotiating a public health information system not a public health inspection system. Further, they are not negotiating risk based inspection (RBI) which was proposed by the Agency in 2006-2007. As such the changes to conditions of employment covered in these negotiations do not include slaughter inspection procedures not identified in the agency's proposal, dated may 27, 2010, under article 6 of the parties' agreement or discretionary inspection (DI). The union was not notified of, and is not waiving its rights concerning all bargainable changes related to such systems including if the Agency decides to transform or rename PHIS or change its intent regarding PHIS as has been provided to the Union.
177. Work loads will be doable, with the employee able to meet the standards.
178. FSIS will provide, to the NJC Chairman or designee, a PHIS Footprints ticket report (ticket number, issue(s), status/resolution,-data field) on a semi-annual basis commencing six months from the effective date of the PHIS implementation agreement.
179. A method of reporting HAV issues to the Agency will be provided to bargaining unit inspectors. If a timely response is not provided to issues identified beyond the

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inspectors scope of authority and expertise that is a matter beyond the control of the inspector.

180. As determined by the Agency, bargaining unit Inspectors will be not be responsible for food safety assessments as a result of implementation of PHIS. If the Agency decides such inspectors will be responsible for food safety assessments, it will notify the NJC and afford it the opportunity to bargain.
181. There is no organizational expectation that inspectors shall train other inspectors as a regular part of a bargaining unit inspector's work
182. PHIS does not affect current agreements concerning lower graded Inspectors' ability to shadow higher graded Inspectors.
183. After implementation of PHIS, if a GS-8 performs HAV procedures independently, their position will be considered eligible for upgrade and if a promotion action is otherwise appropriate the employee will normally be promoted non-competitively.
184. Affected employees will receive a written hard copy of the new position description.
185. The agency has determined that no provisions of MAW will remain in existence as of April 11, 2011, and inspectors will not be held accountable for any requirements of MAW. Workload limits parameters (75 to 125) and classifications of positions have been retained. Independent analysis of HAV is the grade controlling factor. The number and type of HACCP processes is no longer the grade defining work.
186. Bargaining unit positions will be classified by comparison with published classification standards issued by the Office of Personnel Management in accordance with Article 20. Where required as a result of negotiations or partnership, position descriptions will be modified.
187. The Agency admits to full disclosure and the Agency will not implement an interpretation.
188. FSIS will review all comments submitted through the user acceptance testing process. In addition, the Agency will determine which comments impact appropriate system functionality and implement those changes. FSIS will provide each NJC Council President with a written PHIS UAT after action report which identifies system deficiencies and presents corrective actions. This written information will be provided within 10 working days of the agency receiving the report.
189. The parties will use interest based bargaining regarding this proposal where the subject or issue is appropriate.

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190. Inspectors will not answer to or take orders from EIAO's under the PHIS.
191. Complexity shall be defined as followed: This factor covers the nature, number, variety, and intricacy of tasks, steps, processes or methods in the work performed; the difficulty in identifying what needs to be done and the difficulty and originality involved in performing the work. (The 1980 standard states for graders normally assigned to a processing facility, the work is described at various levels by reference to a set of characteristics pertaining to the assignment and the facility.) For the work of the Consumer Safety Inspector the types and number of HACCP, SSOP plans, sampling and related activities for which the inspector verify are considered. Also types of decision-making made by the inspector and its impact to the overall verification process.
192. Scope and Effect shall be defined as followed: Scope and Effect covers the relationship between the nature of the work i.e., the purpose, breadth, and depth of the assignment and the effect of the grading and/or inspection services provided both within and outside the organization. (The 1980 standard indicates the effect measures such things as whether the work output facilitates the work of other graders facilitates product marketing by directly providing grading or inspection services or impacts on a broad range of grading or inspection services.) The work of the consumer safety inspector is described by degree and type of problems and issues which the inspector must address. In addition, the type and the degree of impact of the inspector's decision-making has the plant and ultimately to the general public.
193. When an Inspector is held responsible for reviewing and/or updating plant profiles that work will be reflected in the position's workload and time will be allotted to perform it.
194. When tasks cannot be performed under PHIS, using the not performed codes is not the cause for less inspection.
195. As an appropriate arrangement, the Agency will make every reasonable effort to bring those who may not be computer literate up to the level to use the system in an effort to allow an inspector to successfully perform under PHIS.
196. PHIS does not affect the inspector's ability to determine the amount of time spent in an establishment, as needed, daily
197. The Agency will provide guidance to employees on position and posture techniques for computer use. As part of this agreement, an initial 1000 ergonomic keyboard gel pads will be provided to BUEs on a first come, first served basis. If the request per FY year exceeds 1000, the list will resume the next FY. The parties agree to explore other ergonomic solutions to resolve issues that may arise from the implementation of PHIS.

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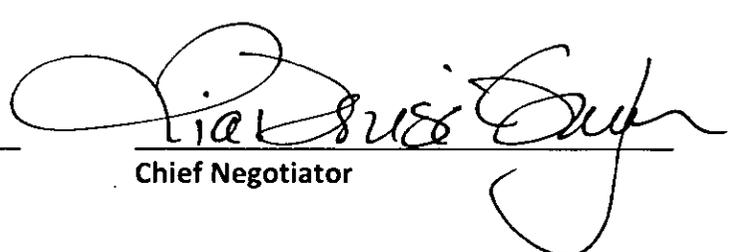
198. The Agency will provide a timely response to all reasonable accommodation requests in a manner consistent with law and the LMA. If the request is approved the accommodation will be provided as soon as practicable.
199. The Agency agrees to the ownership of all problems associated with Public Health Information System.
200. Trainers for the PHIS system will be knowledgeable and be able to answer questions.
201. Real time PHIS data can be accessed from any computer, through DATA.gov.
202. Inspectors will not be criticized for the exercise of their authorized judgment and discretion.
203. PHIS is not a substitute for physical presence by the inspector in establishments. The Agency's PHIS proposal to the union does not contain virtual inspection and parties' agreement does not waive the union's right to bargain over the impact of virtual inspection at a future date.
204. PHIS is not a replacement for hands on Inspection.
205. It is not the Agency's intent to create gray areas in the use and/or application of PHIS.

Duly executed on this 26h day of May 2011

FOR THE UNION:


Chairman, National Joint Council

FOR THE AGENCY:


Chief Negotiator