

**WebTA Phase II Agreement
between
Food Safety and Inspection Service
And
National Joint Council of Food Inspection Locals, AFGE**

Preamble:

This Agreement covers the use of the WebTA timekeeping system for the preparation, recording of time, leave, premium pay and submission of timesheets for pay purposes.

1. Those Inspectors who have dial-up connection and those who don't have consistent computer connectivity will not participate in Phase II of WebTA.
2. Leave can still be requested in the same manner as presently requested, such as, but not limited to: verbal request, email request, paper submission request.
3. The Agency will enter and validate employees' time in WebTA if the employee is in a non-pay status for the last week of the pay period or the entire pay period.
4. Employee shall be given instructions that the first code in the series is the code that should be used, except for code 66 and other similarly situated codes. The Agency will provide timely instructions to the employee(s) so that he/she knows what series of the code to use.
5. This phase of WebTA only covers bargaining unit positions for the following levels: CSI GS-8, CSI GS-9, and CSI GS-10, Egg Products Inspectors, and Import Inspectors. Inspectors who have been promoted, but have not completed or passed the FSRE training will be excluded until the results of the FSRE test is known. Participating Inspectors who develop connectivity issues will notify their supervisor, which will result in the Inspector being converted to a timekeeper-input employee, with the employee not going back under WebTA until connectivity issues are resolved to the employee's satisfaction.
6. If or when WebTA becomes voluntary or mandatory for any grades or series for those who were excluded in this phase of WebTA, the Union will receive notice and opportunity to bargain.
7. Training will be delivered to an employee in a manner that is understandable and will meet the objective of enabling the employee to utilize the WebTA process, prior to being expected to use the WebTA process.

8. Any agreed upon language will remain in effect for the duration of the current LMA and extension, if applicable and becomes a past practice as provided by law.
9. Any agreed upon language or implemented language will be provided to all employees.
10. Those who have shared computers will not be affected by the proposal.
11. Only the last 2 numbers of the Social security numbers will be used for this phase of WebTA.
12. The use of WebTA is only authorized during a working pay status. Work performed outside a working pay status will be handled in the same manner as any other work performed outside of a pay status.
13. The Agency will provide live technical assistance from the Financial Processing Center Help Desk, Timekeepers, and Supervisors. At least one knowledgeable source will be available to the employee while in a working status. All contact information will be available to employees. Technical assistance will include preparation of the T&A by the timekeepers if the employee has damaged or non-working equipment.
14. Any future changes in WebTA will result in the NJC given notice and an opportunity to bargain under rights granted to the Union under the current contract, Statute or the Law.
15. Plants or assignments have more than 2 Inspectors who use the same computer will not be a part of this proposal.
16. The overtime process will not be changed by the WebTA and will continue to be governed by the LMA.
17. WebTA will be able to be assessed from a computer other than a government computer.
18. In the event WebTA goes down or is hacked into, the employee will still receive the correct pay, in the correct amount and paid as close to the official pay day as possible, even if the submission reverts back to the previous WebTA agreement.
19. The parties recognize the rights of the employees under the contract regulations, and law regarding breaks, as well as recognizing the necessity to take care of personal needs. The parties fully agree to abide by the FLSA.

20. The parties agree to resolve any issues, if any, with WebTA Phase II during other phases of WebTA.
21. Other than in emergency situations (system down), a paper copy does not have to be provided to the supervisor.
22. The Agency shall be responsible for completing the T&A data for bargaining unit employees that are on extended leave/sick leave or who are otherwise unavailable for an extended period without an assigned government computer.
23. Bargaining unit employees shall be given a prompt response of approved or disapproved requests for leave.
24. Nothing in any agreed upon language waives any right the union or Bargaining unit employees have under the Law or the contract regarding pay.
25. All unit employees eligible under Phase II will be given adequate training to include:
 - a. Training agreed as in #7;
 - b. Training will be in an amount necessary to do WebTA, but at a minimum will be no less than 2 hours;
 - c. A thorough on-line tutorial;
 - d. Any and all travel related expenses will be paid at the government rate, if applicable;
 - e. If or when problems arise with employees who have been trained to use the WebTA process, the Agency will provide direct one on one (hands on, where practicable) guidance as to the use of the system;
 - f. Access to the OM WebTA Implementation Team;
 - g. Telephone support will be provided between 6:30 am and 4:30 pm Central time Monday through Friday. Additionally, one hour of telephone support will be provided during the 2nd and 3rd shifts. Phone numbers will be provided to all affected employees.
26. Annual leave scheduling will not be changed as a result of the implementation of WebTA Phase II. The Parties agree to follow the LMA.
27. All training in relation to Web T&A by unit employees will be done during normal working hours or compensated at appropriate compensation rates, if performed outside a normal 8 or 10 hour TOD. Approval for compensation outside a normal TOD may be given after the fact by an authorized official on a case-by-case basis.
28. Mistakes or errors in use and completion of the WebTA system by bargaining unit employees will be treated the same as mistakes or errors in the current paper/Excel systems.

29. Only those employees who have been assigned a work computer for their sole use will be participating in this phase of WebTA.
30. Tutoring/Mentoring will be allowed whenever an eligible user prepares to use WebTA, so long as there is no additional cost to the Agency (email and phone service is already a paid cost and not considered additional cost).
31. Forced pay will continue if any eligible user experiences problems beyond their control.
32. Agreed But Not Signed. Use or lose leave scheduling and requesting methods will remain consistent with the LMA.
33. Corrections to timekeeper, supervisors, or user errors will be made in an expedient manner so as not to cause any significant delay in payment.
34. The Agency will send an official memorandum to covered employees' last known home address at least two pay periods prior to the implementation of WebTA Phase II. The memorandum will explain why the Agency is moving to web-based timekeeping, employee eligibility for participation and the various roles in the WebTA system.

The Agency recognizes the right of employees to meet with a union representative in accordance with the LMA. All employees affected by this change will receive, in writing, a copy of all language that will be implemented as a result of negotiations.

35. Absent an overriding exigency, management agrees not to implement the proposed changes for bargaining unit employees until the parties have bargained to an agreement concerning the changes, or until an agreement is imposed on the parties through the impasse resolution procedures, provided that panel assistance is sought by either party, or until the parties have bargained to the extent provided by law or regulations (a filing with the Impasses Panel is recognized as being to the extent provided by law).
36. To the extent management implements any WebTA Phase II changes for BU employees due to an "overriding exigency" management agrees to give retroactive effect to any agreement later reached by or imposed on the parties, to the maximum extent it is feasible to do so.
37. The Union proposes that the time requirements for the submission of a T&A via WebTA be extended if such a request is made by the affected employees in a timely manner.
38. The Union proposes that employees be notified, in a manner easily accessible to the employee, of issues regarding the timely/untimely submission of T&A.

39. Upon request, the Agency will provide the Union on an annual basis, the following data regarding bargaining unit employees: missing T&As, no-pays, known hacker breaches, and system failures. If or when the Agency is able to, it will provide to the Union, upon annual request, employees by District who did not get paid on time and in the proper amount number of proposed disciplines as related to the use of WebTA, number of employees by District who had to receive further training. New employees who enter the Agency will receive a demonstration at the New Employee orientation session.
44. Web TA Phase II for bargaining unit Inspectors will become effective no sooner than October 1, 2009. The Agency will identify to the affected employee and to the Union those who will be participating. Those who are not notified of their participation will be exempt, provided the notification does not include the excluded employees as agreed by the parties.
45. WebTA will not change how the Agency deals with mitigating employee losses due to processing errors. Examples of, but not limited to compensation for mistakes where the employee does not receive the proper pay at the proper time.
46. Normally, T&A's will be submitted in WebTA by the employee's last scheduled workday in the pay period, unless excused by other provisions of this agreement and/or the employee is working the last day of submission. However, this deadline will be extended to noon Tuesday for those employees who have a work schedule with Sunday or Monday off, employees on leave, or who work weekend overtime, or for circumstances beyond their control. Employees may enter and validate their T&A as early as the first Monday of the current pay period if they will be on leave for the remainder pay period.
47. The Union proposes that local supervisors not implement their own changes to WebTA reporting procedures.
48. The Union requests that bargaining unit employees be able to request leave audits as needed, via WebTA Phase II.
49. The Union requests that "use or lose" leave projections be provided each pay period via WebTA Phase II.
50. The Union proposes that when employees receive "warnings" via WebTA, the "warnings" have an explanation as to what the employee needs to do and a warning will not keep the employee from getting paid.
51. The Union proposes that bargaining unit employees be provided with contact information for their "timekeeper" under WebTA Phase II.

52. The Union proposes that the Agency have a contingency plan in place for when the districts are realigned.
53. The Union proposes that the current methods for the submission of 5110's remain in affect during WebTA Phase II.
54. The Agency agrees to request more space for remarks. The request will be made by July 15, 2009 (or as soon as negotiations are complete, including the completion of any third party resolutions) and the results will be made known to the Union in writing within a reasonable time frame. The Agency agrees to make this petition once a year for each of the first two years of this Agreement with the Union receiving the written results of those efforts. The initial request will not be considered as one of the two requests. (Ex. Requests made in 2010 and 2011).
55. The Agency will make any and all necessary changes to remove LWOP and AWOL at the end of the calendar year.
56. The Agency has determined and the parties agree, that employees' supervisors will not change, prepare, or correct employees' T&A and that such changes may be made by timekeeping personnel.
57. Records will remain in the system for 6 1/2 years.
58. This proposal does not affect the submission of overtime reimbursements (aka 5110).
59. The request for Advance leave will not change with the implementation of Phase II WebTA. Once approved, the leave will be entered into the system for the employees, if necessary.
60. Data in WebTA will be stored in accordance with applicable law and may be provided to the employee upon request. T&A data may be printed from WebTA by the employee or by the Agency on behalf of the employee, if requested. T&A data is also available on the earnings and leave statement that employees receive each pay period. Employees who did not sign a waiver to receive the Earning and leave statement may submit a request at any time, with that request being honored.
61. Management codes can be added or deleted and all will be provided to the employees.
62. The login information will be provided to all employees.
63. The request for the conversion of AWOL to LWOP will not change with the implementation of WebTA Phase II.

- 64. Employees will be told verbally and must be followed up in writing when a corrected T&A has to be provided and the reasons for the correction. In no case will the written request be at a time that would not give the employee sufficient time to make the correction.
- 65. Leave cancellation will be done as it is done today, no change. For those employees with FAIM, notification of the cancellation in writing may be sent as per Article 14, Section 2c.

For the Union
Charles S. Painter, Chairman
National Joint Council of
Food Inspection Locals, AFGE

For the Agency
Ron James, Chief
Labor Relations Branch
LERD, OM, FSIS, USDA

Date

Date