

Negotiated Agreement

between



**AFGE Local 2341
AFL-CIO**

and

**Office of Finance and Management
National Finance Center**



**New Orleans, Louisiana
May 25, 1993**

C O N T E N T S

Purpose and Preamble	ii	23. Within-Grade Increase	52
1. Recognition of the Union, Bargaining Unit, and Definitions	1	24. Pay Schedules & Practices	55
2. Precedence of Law, Regulations, & Past Practice	4	25. Employee Debts	55
3. Employee Rights	4	26. Disciplinary & Adverse Actions	56
4. Rights of Management	5	27. Promotions (Appendix D)	57
5. Union Rights	6	28. Detail of Employees	58
6. Union Dues Deductions (Appendix A)	7	29. Nepotism	59
7. Union Representatives & Official Time	8	30. Equal Employment Opportunity	59
8. Use of Official Facilities	12	31. Upward Mobility Program	62
9. Labor-Management Cooperation	14	32. Training	63
10. Mid-Term Consultation & Negotiations	15	33. Health and Safety	64
11. Grievance Procedures	18	34. Employee Assistance Program	67
12. Arbitration	23	35. NFC Drug Testing Program	68
13. Expedited Arbitration	26	36. Dress Code	69
14. Hours of Work (Appendix B&C)	29	37. Parking	70
15. Rest Periods	31	38. Reduction in Force	71
16. Overtime Work	31	39. Contracting-Out of Bargaining Unit Work	74
17. Holidays	33	40. Personnel Research Programs & Demonstration Projects	75
18. Leave	36	41. Duration of Agreement	75
19. Personnel Records	42	42. Distribution of Agreement	76
20. Position Classification	20	Appendix A - Memorandum of Dues Withholding (USDA-AFGE)	
21. Performance Appraisal System	45	Appendix B. - NFC Gliding Flexitime Schedule	
22. Awards	51	Appendix C - NFC Alternative Work Schedule	

PURPOSE

Management and the Union, which represents bargaining unit employees, desire to enter into a Labor/Management Agreement which will have for its purpose, among others, the following:

- to promote fair and reasonable working conditions;
- to promote improved programs designed to aid employees in achieving their acknowledged and recognized objectives;
- to promote the highest degree of morale and responsibility at the NFC;
- to adjust promptly all differences arising between them related to matters covered by this Labor/Management Agreement;
- to promote systematic employee/management cooperation between management and its employees; and
- to provide a safe and healthful work environment.

Management and Union agree to make every reasonable effort to resolve all differences through the process of collective bargaining as defined in PL 95-454, which arises between them in connection with the administration of this agreement.

PREAMBLE

Pursuant to the policy set forth in Chapter 71 of Title 5, United States Code, as enacted by Congress in Public Law 95-454, this Agreement is made and entered into by and between the National Finance Center, Office of Finance and Management, United States Department of Agriculture, New Orleans, Louisiana, hereinafter referred to as "Management", and Local 2341, American Federation of Government Employees, AFL-CIO, New Orleans, Louisiana, herein after referred to as the "Union".

In consideration of the mutual covenants herein set forth, the parties hereto intending to be bound hereby agree as follows:

WHEREAS, the public interest requires the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government, and

WHEREAS, the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them has been found to safeguard the public interest, contribute to the effective conduct of public business, and encourage the amicable settlement of disputes between employees and employers, and

WHEREAS, the well-being of employees and efficient administration of the Government are benefited by providing employees with an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment, and

WHEREAS, the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials, and

WHEREAS, subject to law and the paramount requirements of public service, effective labor-management relations within the Federal Service require a clear statement of the respective rights and obligations of labor organizations and agency management;

NOW, THEREFORE, the parties agree hereto as follows:

ARTICLES
OF
AGREEMENT

ARTICLE 1**Recognition, Bargaining Unit Designation, and Definitions****Section 1 - Recognition**

Under authority contained in the Civil Service Reform Act, and in accordance with the Certification of Representative issued September 6, 1973, by the Area Administrator, LMSA, New Orleans Area Office and the letter of recognition dated September 11, 1973, from the Director, National Finance Center to the President, AFGE Local 2341, AFL-CIO, the Union is hereby recognized as the exclusive representative of all employees in the bargaining unit as described in section 2 below.

The Union is entitled to act for and negotiate collective bargaining agreements covering all employees in the bargaining unit and to represent the interests of these employees with respect to grievances, personnel policies, practices, procedures, and other matters affecting their general conditions of employment, subject to the express limitations set forth herein. The Union is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to labor organization membership.

Section 2 - Bargaining Unit Designation

The agreement is applicable to:

- A. **Included**: all non-professional employees of the National Finance Center, U.S. Department of Agriculture in New Orleans, Louisiana, including full-time and intermittent employees, temporary full-time and permanent part-time employees, and employees serving under either career, career-conditional, or excepted appointments.
- B. **Excluded**: all professional employees, supervisors, management officials, confidential employees, employees engaged in personnel work in other than a purely clerical capacity, employees serving under temporary appointments for less than 90 days, stay-in-school employees, and summer aids.
- C. Upon majority vote, all professional employees may be included in the bargaining unit as provided in the Civil Service Reform Act.

Section 3 - Definitions

- A. Act - Title VII, Public Law 95-454, the Civil Service Reform Act of 1978.
- B. Agency - The United States Department of Agriculture.
- C. Agreement - the collective bargaining agreement as defined in 5 USC 7103(a)(8).
- D. Conditions of Employment - personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except that this does not include policies, practices, and matters relating to political activities prohibited under sub-chapter III of chapter 73 of title 5, United States Code, relating to the classification of any position, or to the extent that such matters are specifically provided for by Federal statute.
- E. Confidential Employee - an employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor-management relations.
- F. Consultation - any dialogue, either written or oral, between Management and the Union, when the parties attempt to explore and mutually accommodate each other's needs without formally negotiating or entering into collective bargaining agreements. Consultation, unlike negotiation, is not intended to arrive at a joint decision making or mutually acceptable compromise between the Union and Management.
- G. Department - the United States Department of Agriculture.
- H. Employee - an individual who is a member of the bargaining unit or whose employment in the agency has ceased because of any unfair labor practice under 5 USC 7116, who has not obtained any other regular and substantially equivalent employment, as determined under regulations prescribed by the Federal Labor Relations Authority.
- I. Impasse - the inability of Management and the Union to arrive at a mutually agreeable position concerning negotiable matters, through the negotiating process.

- J. Management - the director, division directors, supervisors, management officials, and other representatives of Management at the National Finance Center (NFC), Office of Finance and Management, USDA, New Orleans, Louisiana, who have authority to act on any matter relating to labor-management relations. The term management official is used as defined in 5 USC 7103(a)(11).
- K. Negotiation - the process by which the Union and Management collectively bargain in good faith with the objective of reaching mutual agreement regarding an issue or subject of personnel policy, practice, or working condition. The parties understand and agree that negotiation has the same meaning and carries the same mutual obligation as the phrase collective bargaining in 5 USC 7103(a)(12).
- L. Supervisor - an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such actions, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgement.
- M. Union - Local 2341, the American Federation of Government Employees, AFL-CIO.

Section 4

The parties to this agreement are the National Finance Center, Office of Finance and Management, U.S. Department of Agriculture, New Orleans, Louisiana, and Local 2341, American Federation of Government Employees, AFL-CIO.

Section 5

The primary responsibility and authority for negotiating and administering this agreement rests with Management and the Union.

Section 6

The parties agree that the terms and conditions of this agreement only apply to positions within the bargaining unit.

ARTICLE 2

Precedence of Laws, Regulations, and Past Practices

Section 1

In the administration of all matters covered by this agreement, Management, the Union, and bargaining unit employees are governed by existing or future laws and regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published Agency policies and regulations in existence at the time the agreement was approved; and by subsequently published Agency policies and regulations required by law, or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at the Agency or NFC level.

Section 2

Where any NFC regulation or any Agency regulation written specifically and solely for the NFC conflicts with this agreement and/or supplemental agreement, this agreement shall govern.

Section 3

Management agrees to continue all existing practices which affect the general working conditions of employees and which are not in conflict with this agreement.

Article 3

Employee Rights

Section 1

Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under the Civil Service Reform Act, such right includes the right:

- A. to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the government, the Congress, or other appropriate authorities, and

- B. to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under the Act.

Section 2

Employees have a right to expect that no interference, restraint, coercion, or discrimination shall be practiced within the unit by Management to encourage or discourage membership in any lawful labor organization. Employees have a right to expect that no interference, restraint, coercion, or discrimination shall be practiced by the Union should the employee refrain from joining any lawful labor organization.

Section 3

All employees are entitled to assistance and representation by the Union without regard to labor organization membership.

Section 4

Nothing in the agreement will require an employee to become or remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary written authorization by a member for payment of dues through payroll deductions.

Section 5

Each employee shall have the right to examine his/her Official Personnel Folder (OPF). The OPF shall not be removed from the Personnel Office.

ARTICLE 4

Authority and Rights of Management

Section 1

Subject to Section 2 below, Management retains the right:

- A. to determine the mission, budget, organization, number of employees, and internal security practices of the NFC; and
- B. in accordance with applicable laws:
 - 1. to hire, assign, direct, layoff, and retain employees; or to suspend, remove, reduce in grade or pay, or take other disciplinary action against employees;

2. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which the NFC's operations shall be conducted;
3. with respect to filling positions, to make selections for appointments from -
 - a. among properly ranked and certified candidates for promotion, or
 - b. any other appropriate source; and
4. to take whatever actions may be necessary to carry out the mission of the NFC during emergencies.

Section 2

Nothing in this article shall preclude Management and the Union from negotiating;

- A. at the election of Management, 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.
- B. procedures which Management will observe in exercising any authority under this article; or
- C. appropriate arrangements for employees adversely affected by the exercise of any authority under this article by Management.

ARTICLE 5

Union Rights

Section 1

The Union is entitled to act for and negotiate collective bargaining agreements covering all employees in the bargaining unit and to represent the interests of these employees with respect to grievances, personnel policies, practices, procedures, and other matters affecting their general conditions of employment.

Section 2

The Union shall participate in employee grievances to the extent delineated in this agreement and applicable laws, directives, and regulations.

Section 3

- A. The Union shall be given the opportunity to be represented at:
1. any formal discussion between one or more representatives of Management and one or more employees in the bargaining unit or their representatives concerning any grievance or any personnel policy or practices or other general conditions of employment; or
 2. any examination of an employee in the unit by a representative of the Agency in connection with an investigation if:
 - a. the employee reasonably believes that the examination may result in disciplinary action against the employee; and
 - b. the employee requests representation.
- B. Management will annually inform all employees of their rights under this section.

ARTICLE 6

Dues Deductions

Section 1

The allotment of dues to the Union through payroll withholding is hereby authorized for members of the bargaining unit.

Dues deduction shall be effected in accordance with procedures set forth in the Memorandum of Understanding between the U.S. Department of Agriculture and the American Federation of Government Employees. A copy of the current Memorandum of Understanding is attached to this Agreement as Appendix A.

Section 2

The Union and Management agree to abide by any changes in the procedures governing dues deductions made at the national level between AFGE and USDA.

ARTICLE 7

Union Representative and Official Time

Section 1

- A. Management agrees to acknowledge AFGE national and local officers, Union representatives, and other duly authorized AFGE representatives designated by the Union.
- B. The Union agrees to furnish Management with a list of the employees designated to serve as officers and representatives of the Union and their telephone extensions. The Union agrees to keep the list current.
- C. For the purpose of this agreement, a Union "representative", unless otherwise designated, is meant to include all officers and other duly authorized representatives of AFGE Local 2341, AFL-CIO.
- D. Management will not impose any restraint, interference, coercion, or discrimination against any employee in the exercise of his/her right to designate a Union representative for the purpose of representing to Management any matter of concern over the interpretation or application of this agreement.
- E. Management will not restrain, interfere with, coerce, or discriminate against representatives of the Union in the responsible exercise of their duties as representatives for the purpose of collective bargaining, handling grievances and appeals, furthering effective labor/management relationships, or acting in accordance with applicable regulations and agreements in behalf of employees within the bargaining unit.

Section 2

The Union shall be given the opportunity to be represented by a Union representative as designated in Section 1, above, at:

- A. any formal discussion between one or more representatives of Management and one or more employees in the bargaining unit or their representative(s) concerning any grievance or any personnel policy or practice or other general condition of employment; or
- B. any examination of an employee in the bargaining unit by a representative of Management in connection with an investigation if:

1. the employee reasonably believes that the examination may result in disciplinary action against the employee; and
2. the employee requests representation.

Section 3

- A. The parties recognize that the utilization of official time by employee representatives in the conduct of labor/management business should contribute to the effective and efficient conduct of public business by facilitating and encouraging the amicable settlement of disputes between employees and their supervisors involving conditions of employment.
- B. Union officers and other Union representatives will be granted official time, at a time of day to be scheduled at least one pay period in advance through consultation with their supervisors, as follows:
 1. Union President - 50%
 2. Union Vice President - 30%
 3. Union Chief Steward - 20%
 4. Secretary - Treasury - 15%
 5. Other Union Representatives - 10%
- C. Allotment and Accrual of Official Time.
 1. Official time shall be allotted on a pay period basis and shall not accrue from pay period to pay period.
 2. The time allotments will be effective at the beginning of the pay period after the effective date of this agreement, and shall continue with each pay period until the agreement expires or is declared null and void by appropriate authority.
- D. Transferals of Official Time
 1. In case of the absence of the Union President, the Vice-President would normally take over the duties of the President and would operate under the Union President's official time allotment.

2. In the absence of the Chief Steward, the Union will notify the Labor Relations Specialist as to the Steward who would replace the Chief Steward and assume his/her duties and responsibilities under the time allotment of the Chief Steward.
3. In the absence of a Steward, the Union will notify the Labor Relations Specialist of the Alternate Steward who will replace the absent Steward and assume his/her duties and responsibilities under the time allotment of the absent Steward.

E. Additional Time

In the event a Union officer, steward, or other representative exhausts the official time allotted to him/her, the Union president may send a written request to the Director or his/her designated representative, requesting additional official time for that pay period. Upon the showing of just cause for the request, and consistent with the workload of the officer/steward/representative, the time will be granted.

F. Union representatives and affected employees may be permitted official time to include but not be limited to the following activities as appropriate:

1. to confer with an affected employee with respect to any matter for which remedial relief may be sought pursuant to the terms of this agreement;
2. to prepare and present grievances;
3. to appear as a witness on a grievance, arbitration, or statutory proceedings;
4. to prepare a reply to a notice of proposed disciplinary action, adverse action, or unacceptable performance action;
5. to assist an employee in preparing and processing FECA claim forms and agency directed fitness for duty examinations;
6. to prepare for and attend meetings scheduled by management;
7. to prepare responses to management initiated correspondence; and
8. to be present as an observer in an adverse action proceeding or grievance adjustment where the Union is not the employee's representative.

- G. One union representative will be allowed to prepare for and present reconsideration replies in connection with the denial of a step increase for which the Union is the designated representative.
- H. Union representatives who are authorized to attend committee meetings by the terms of this agreement (e.g., EEO Committee meetings, Labor/Management Cooperation Committee meetings, etc.) shall be authorized official time to the extent the representative would otherwise be in a duty status.

Section 4

- A. Excused absence for Union sponsored training.
 - 1. For each calendar year during the duration of this agreement, two hundred and fifty-five (255) hours of excused absence will be granted to designated Union representatives.
 - 2. The parties agree that labor/management training is of mutual benefit when it covers appropriate areas (e.g., contract administration, grievance handling, and information relating to federal personnel/labor relations, laws, regulations, and procedures). Training which relates to internal Union business will not be conducted or attended on official time.
 - 3. Requests for excused absence for training must be submitted in writing to the Personnel Officer by the Union President or designee with the following information:
 - a. Name of each officer/steward attending training;
 - b. Amount of bank time requested for each officer/steward attending;
 - c. Training agenda/subject matter.
 - 4. When the Union requests bank time for training, Management will consider the request in terms of the public interest and effective conduct of the public business.

Denials will be provided in writing to the President.

5. Management will provide a written quarterly statement on hours used for training purposes to the Union President.
6. In the event the Union desires training time in excess of the bank time for a given year, the Union may submit a written request to the Personnel Officer to use training hours for the next year's allocation in advance. Management will consider the request in terms of the public business.

The Union's request will not be arbitrarily denied by Management. Denials, with reasons, will be provided in writing to the President.

- B. Management will not be obligated to pay per diem, travel, or any other expenses of employees while they are traveling to and from or attending Union sponsored training.

Section 5

An employee recommended by the local labor organization to serve as a labor member of the local Federal Wage Survey Committee will be considered in a duty status while on the survey.

Section 6

The Union Safety Representative designated by the Union will be considered in a duty status while making safety inspections and/or coordinating educational and other safety and health activities with the NFC Safety Officer. The Union Safety Representative's time will not be charged against his/her cap of official time even though the Union Safety Representative may also hold the position of Union Steward.

Article 8

Use of Official Facilities

Section 1

Upon reasonable request, Management will provide adequate facilities for official meetings of Local 2341 during non-duty hours of the employees involved. The Union agrees to comply with all security regulations.

Section 2

A private office which can be secured, with partitions, and which will accommodate one (1) desk, one (1) table, four (4) chairs, two (2) filing cabinets, one (1) telephone, and hold other essential office supplies will be provided on the premises for counseling employees and conducting official Union business.

The parties agree that when sufficient space becomes available to the Agency beyond that designated for specific Agency needs, the Union will be granted additional space.

Section 3

Management will also provide the Union:

- A. access to FTS and government telephones for local calls only.
- B. quarterly, a list of names, grades, and steps, and organizational locations of all employees.

Section 4

The Union may:

- A. Distribute literature to employees in the non-work areas, including the cafeteria and snack areas, during the employees and Union representatives non-work hours. Insofar as this provision is concerned, meal times are not considered time on duty.
- B. With prior approval of the NFC Director or his/her designee, send materials and/or literature that is factual and in good taste to employees through the NFC mail room. Such materials and/or literature will be submitted to the NFC Personnel Officer for review to determine that it meets the standards of this section, and the approval or disapproval shall be timely and in writing.

Section 5

Four (4) bulletin boards will be designated as AFGE's Bulletin Boards in Building 350. These bulletin boards will not be moved from their current locations without consulting with the Union.

Management will designate one bulletin board as AFGE's Bulletin Board in the TANO Building. This bulletin board will not be moved from its current location without consulting with the Union.

Section 6

Government Employee Relations Reports, Agency regulations, and the FPM will be made available as feasible for reference by Union representatives during normal office hours of the Personnel Office.

Section 7

The Agency will publish the telephone number of the Union in its telephone directory.

ARTICLE 9

Labor-Management Cooperation

Section 1

- A. Management and the Union agree to establish a Labor-Management Cooperation Committee.
 1. The committee will be composed of three (3) members designated by the Director of the NFC and an equal number of members designated by the President of the Union.
 2. The committee will establish its own internal operating procedures.
 3. The purpose of the committee will be to exchange information regarding current work problems, to informally discuss possible changes in personnel policies and regulations, and to consult as may appear desirable on matters affecting working conditions of employees.
 4. Official time to attend committee meetings in accordance with Article 7 will be allowed to representatives of the Union during the time the employees otherwise would be in a duty status.
- B. The committee will meet at least every other month and at such other times as may be mutually agreed to by the parties.

Section 2

- A. Agenda items for each meeting will be submitted by each party to the other party at least five (5) workdays in advance of the meeting.
- B. Agenda items will be taken up by the committee in the order in which they were submitted by alternating between items submitted by the two parties.
- C. It is agreed by both parties that individual grievance matters will not be taken up or discussed at committee meetings.
- D. An informal record of the meetings shall be kept by Management.
- E. The committee may submit recommendations in writing to the Director of the NFC and the Union President.

ARTICLE 10

Matters Appropriate for Negotiation During the Term of the Agreement

Section 1

The parties agree to the following as the means by which changes in conditions of employment will be negotiated during the life of this agreement.

Section 2

- A. Established personnel procedures, practices, and working conditions not covered by this agreement will continue in effect and not be changed by Management, except as provided below.
 - 1. Before changing an existing or issuing a new personnel procedure, Management will provide its proposal(s) to the Union President in writing at least ten (10) workdays prior to its anticipated implementation.
 - 2. If the Union wishes to negotiate on the proposal(s), it will submit its counter proposal(s) within eleven (11) workdays. Within five (5) workdays after Management receives the counter proposal(s), the Union and Management will meet to negotiate on the counter proposal(s).

3. If the Union does not submit counter proposals to Management within the eleven (11) workdays indicated in section 2A.2. above, Management will be free to implement the proposal(s) as submitted to the Union unless an extension is requested. One extension of five (5) workdays will be granted upon timely request.
- B. The parties agree that amendment(s) to this agreement may be required due to changes in applicable laws, rules, or regulations of appropriate authorities.
1. The parties agree to meet within fifteen (15) workdays of notification of or becoming aware of such an event for the purpose of negotiating language which will meet the requirements of such laws, rules, or regulations of appropriate authorities.
 2. Any amendment(s) agreed to will be duly executed by the parties and will become effective on the date(s) as agreed to be appropriate under the circumstances.

Section 3

- A. These ground rules establish the procedures that will be used during any negotiations on changes during the life of this agreement.
- B. Verbatim records will not be kept, but negotiating team members may keep informal notes.
- C. Negotiating teams:
1. A chief negotiator will be named by each negotiating team. Each chief negotiator or designee will speak for his/her respective team.
 2. Each chief negotiator will determine unilaterally the individuals representing his/her team. Substitutions for team members, including the chief negotiator, may be made at any time.
 3. The Union may use at any time the services of any employee of the AFGE, AFL-CIO, as chief negotiator or as a team member, or any appropriate designee appointed by the Union.

- D. Collective bargaining will take place at a date, time, and location within the NFC, as agreed upon by the two chief negotiators. The Union will have access to a private area for caucusing during the meeting, and will also have access to an NFC copy machine for making copies of negotiation documents.
- E. Agenda:
1. Management will open the bargaining with a discussion of the purpose of the proposal.
 2. The Union will then describe any problems it may have with the language or the concept embodied in the proposal.
 3. If more than one proposal is the object of the bargaining session, the proposals will be taken up one at a time in the sequence they were submitted.
- F. The chief negotiator of each party will have the authority to agree on a proposal, or on each article of a proposal, as it is negotiated.
1. When agreement is reached on a paragraph or section of a proposal, it will be put into writing, initialed, and dated by each of the chief negotiators to indicate agreement.
 2. These tentatively agreed upon proposals or articles will not be changed or modified except by mutual agreement in writing of the chief negotiators.
 3. The effective date of the negotiated agreement on a proposal will be as agreed upon, in writing, by the parties or as required by law, rule, or regulation.
 4. The parties will not be bound by any negotiated agreement on a proposal until it has been approved by any required higher level agency or organization and has been declared effective.
- G. A rest break or caucus may be called at any time by the chief negotiator of either party without the consent of the other party.
- H. An employee representing the Union during a bargaining session shall be authorized official time for such purpose during the time the employee would otherwise be in a regularly scheduled duty status.

1. The number of employees for whom official time is authorized shall not exceed the number of individuals representing Management.
 2. The Union will notify Management which employee(s) is/are on official time for the bargaining session.
- I. Upon request, Management will provide the Union with a copy of the regulations that apply to the subject being negotiated.

J. Non-Negotiability

Issues alleged to be non-negotiable for reasons that the proposal is contrary to law or regulation(s) of appropriate authorities will be processed in accordance with the Civil Service Reform Act.

K. Impasse Procedures

Proposals for which agreement cannot be reached will be set aside, and after consideration of all proposals, those items which have been deadlocked will be discussed and reconsidered by the teams. If an agreement is still not reached, the item will be considered at impasse and either party may request the services of the Federal Mediation and Conciliation Service. If impasse settlement cannot be reached through mediation, the matter may be referred to the Federal Service Impasses Panel for resolution in accordance with Title VII, Sub-Chapter II, Section 7119 of the Civil Service Reform Act.

Section 4

Where the parties mutually agree to any change in the agreement, they shall execute a joint document which will amend an article(s) of the Agreement. The amendment shall be approved and executed in the same manner as the original agreement.

ARTICLE 11

Grievance Procedures

Section 1

- A. The purpose of this article is to provide a mutually acceptable method for the settlement of grievances.

- B. The initiation or presentation of grievances by employees will not cause any reflection on their standing with or loyalty to the Agency. Employees, witnesses, and Union representatives who have information about grievances will be assured freedom from restraint, interference, coercion, discrimination, intimidation, or reprisal in seeking resolution of grievances.
- C. Bargaining unit employees and witnesses will be allowed a reasonable amount of official time to discuss, prepare for, and present grievances, including attendance at meetings with Management officials. Union representatives will be granted official time for such representational activities as described and authorized in Article 7, Union Representatives and Official Time.

Section 2

- A. The term "grievance" means any complaint:
 - 1. by any employee concerning any matter relating to the employment of the employee;
 - 2. by the Union concerning any matter relating to the employment of any employee; or
 - 3. by an employee, the Union, or Management concerning
 - a. the effect or interpretation, or a claim of breach of a collective bargaining agreement; or
 - b. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- B. Procedures
 - 1. The procedure in Section 4 below will be the sole procedure available to bargaining unit employees for the processing and disposition of grievances, except when the employee has a statutory right of choice as defined in subsection C. below.
 - 2. Union grievances filed under A.3. may be submitted in writing by the Local President directly to the Director. Representatives of the parties will meet within five (5) workdays after receipt of the

grievance to discuss the grievance. The Director shall give the Union President his/her written answer within five (5) workdays after the meeting if the Director is at the NFC for five (5) consecutive workdays; if not, the Director will give his/her answer within fifteen (15) workdays after the meeting. If the grievance is not settled by this method, the Union may refer the matter to arbitration. Nothing herein will preclude either party from attempting to settle such grievance informally at the appropriate level.

3. Management grievances filed under A.3. may be submitted in writing by the Director directly to the Local President. Representatives of the parties will meet within five (5) workdays after receipt of the grievance to discuss the grievance. The Local President shall give the Director his/her written answer within five (5) workdays after the meeting if the Local President is at the NFC for five (5) consecutive workdays; if not, the Local President will give his/her answer within fifteen (15) workdays after the meeting. If the grievance is not settled by this method, Management may refer the matter to arbitration. Nothing herein will preclude either party from attempting to settle such grievance informally at the appropriate level.

C. Appeal Options for Bargaining Unit Employees

1. At the employee's option, appeals of the following may be grieved under the negotiated procedure or appealed under statutory procedures, but not both:
 - a. adverse actions under 5 USC 7512,
 - b. actions based on unacceptable performance under 5 USC 4303, or
 - c. allegations of prohibited personnel practices (discrimination) under 5 USC 2302 (b) (1).
2. An employee shall be deemed to have exercised his/her option under subsection C.1.a., b., or c., above, at the time the employee timely files a notice of appeal under the applicable appellant procedures or timely files a grievance in writing under the provisions of the negotiated grievance procedure, whichever event occurs first.

3. Steps 1 and 2 of the negotiated grievance procedure will be waived for grievances of adverse actions under 5 USC 7512 (subsection c. 1. a., above) and actions based on unacceptable performance under 5 USC 4303 (subsection C. 1. b., above). Grievances of these actions must be filed with the Director, or his designee, in step 3 within thirty (30) calendar days after the employee's receipt of the decision by hand delivery or regular and/or certified mail.
- D. Complaints, appeals, and grievances on the following matters are excluded from the grievance procedure:
1. any claimed violation relating to prohibited political activities; or
 2. retirement, life insurance, or health insurance; or
 3. a suspension or removal under 5 USC 7532; or
 4. any examination, certification, or appointment; or
 5. the classification of any position which does not result in the reduction in grade or pay of any employee; or
 6. removal of probationary employees during the 12-month probationary period.

Section 3

Where an employee has initiated a grievance and does not elect to be represented by the Union, the Union will have a right to be present at all formal discussions between the employee and Management concerning the grievance. A settlement agreement made between an employee and Management, where the Union was not selected as the employee's representative, will not violate the terms of the agreement.

Section 4 - Negotiated Grievance Procedure

- A. In this article, the term "aggrieved" shall mean:
1. an employee or group of employees in the Unit;
 2. an employee or group of employees in the Unit and his/her/their designated Union representative in an individual case;

3. a Steward or other Union representative in a matter affecting administration of this contract.
- B. In the interest of uniformity and to expedite handling, the aggrieved shall present the grievance in accordance with the following procedure:

Step 1 - Informal Step

The aggrieved shall first present the grievance orally to the appropriate supervisor within thirty (30) calendar days of the occurrence which gave rise to the grievance or when the aggrieved first became aware of the grievance. The supervisor shall give the aggrieved an oral decision within five (5) workdays after receipt of all pertinent information or shall inform the aggrieved immediately if he/she does not have the authority to resolve the grievance.

Step 2 - First Formal Step

If the grievance is not satisfactorily settled in Step 1, the employee or his/her Union representative may within five (5) workdays submit the matter in writing to the Branch Chief. The written grievance will provide information concerning the nature of the grievance, the article(s) and section(s) of the agreement alleged to have been violated, the remedy sought, and the employee's Union representative, if any. The Branch Chief will give his/her written decision no later than five (5) workdays after receipt of the grievance.

Step 3 - Second Formal Step

If the grievance is not settled at Step 2, the employee or his/her Union representative may within five (5) workdays after receipt of the Branch Chief's decision forward the grievance to the Director for further consideration. The Director will give his written decisions no later than eleven (11) workdays after receipt of the grievance.

Step 4 - Third Formal Step

1. Adverse decisions rendered at Step 3 may be appealed by either party to binding arbitration as provided for in Article 12, Arbitration, or Article 13, Expedited Arbitration.

2. The party appealing to binding arbitration must notify the other party of an appeal submitted pursuant to subsection A., above, within thirty (30) calendar days of receipt of the decision rendered at the last step of the grievance procedure.
- C. The parties may mutually agree in writing to waive any step of this procedure.

Section 5

- A. Time periods set forth in this article shall be computed beginning the day after the receipt of a grievance, an appeal, or a response. All time limits may be extended in an individual case by mutual written agreement between the parties.
- B. Failure of Management to observe the time limits shall entitle the aggrieved to advance the grievance to the next step.
- C. If the aggrieved fails to prosecute the grievance at any step within the prescribed time limits, this will have the effect of nullifying the grievance, provided Management gives advance written notice of at least three (3) workdays to the aggrieved.

Step 6 - Grievability/Arbitrability

Either party will provide the other with a final written decision concerning the grievability or non-arbitrability of a grievance within the time limits provided for the written decision that would be rendered at Step 3 of the grievance procedure. All disputes of grievability or arbitrability shall be referred to the arbitrator as a threshold issue of the grievance in accordance with the Arbitration article. If the arbitrator determines that the issue is arbitrable, the arbitrator will hear the merits of the grievance.

ARTICLE 12

Arbitration

Section 1

- A. If the Union and Management fail to settle any grievance processed under the negotiated grievance procedure, either party may invoke arbitration.

- B. The party invoking arbitration must notify the other party in writing within thirty (30) days after issuance of the final decision of the last step of the negotiated grievance procedure.

Section 2

- A. The party invoking arbitration shall request the Federal Mediation and Conciliation Service (FMCS) to provide a list of five (5) impartial persons qualified to act as arbitrators within five (5) workdays after arbitration has been invoked.
- B. The parties shall meet within five (5) workdays after receipt of the list of persons to act as arbitrators from FMCS. If they cannot mutually agree upon one arbitrator from the list, the parties shall toss a coin, and the winner of the coin toss shall decide who shall strike first. The parties shall alternately strike names from the list of arbitrators. The remaining person shall be the duly selected arbitrator.
- C. The Federal Mediation and Conciliation Service shall be empowered to designate an arbitrator in the event either party refuses to participate or unduly delays in the selection of an arbitrator.

Section 3

- A. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.
- B. Upon the mutual agreement of the parties, a verbatim transcript of the arbitration proceedings will be made with one copy given to each party.

Section 4

- A. The arbitrator will set the date of the hearing with the concurrence of Management and the Union. Arbitration hearings will be held on the NFC premises during NFC business hours.
- B. Once the date of an arbitration hearing has been established, any party that unilaterally requests that such hearing be postponed, delayed, and/or cancelled, for whatever reasons, which results in any fees being charged by the arbitrator and/or court reporter, shall

pay any and all such fees. If one party has no objection to the request of the other party for postponement, delay, or cancellation of an arbitration hearing, it will not absolve the requesting party from the paying of all such fees being charged.

- C. If the parties mutually agree to postpone, delay, and/or cancel an arbitration proceeding, the parties will equally share the cost of any fees being charged. If the parties settle the matter prior to an arbitration hearing and there are fees being charged due to the cancellation of the hearing, the parties will equally share the cost of any fees being charged.
- D. Except as provided in B. and C. above, all arbitrator's fees and the expenses of the arbitrator, if any, shall be borne equally by the Union and Management.

Section 5

- A. It shall be the sole discretion of the arbitrator to determine who may testify.
- B. The arbitrator shall have the authority to make all arbitrability and/or grievability determinations that may be raised by either party as provided in the negotiated grievance procedure. Arbitrability and/or grievability shall be considered a threshold issue.
- C. Attendance at a hearing will be determined by the arbitrator.
- D. The grievant, his/her representative, and all employees who are called as witnesses will be excused from duty to the extent necessary to participate in the arbitration proceedings without loss of pay or charge to annual leave.
- E. Arbitrators may grant continuances based upon the request of either party.
- F. Except in emergency situations, the arbitrator shall not have the authority to keep the record open in order to hear testimony of additional witnesses. Each party has the responsibility and obligation to produce its witnesses on the day of the hearing.

Section 6

- A. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this agreement.

- B. The arbitrator's decision shall be final and binding, and the arbitrator shall possess the authority to make the aggrieved party whole to the extent such remedy is not contrary to law.
- C. In accordance with applicable laws and regulations the arbitrator shall have the authority to award attorney's fees to the prevailing party.
- D. The parties reserve the right to take exceptions to an arbitrator's award.

Section 7

When arbitrability/grievability questions arise, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing. However, the parties may mutually agree otherwise in instances such as highly complex cases which would involve several days of hearings.

ARTICLE 13

Expedited Arbitration

Section 1

Expedited arbitration is intended to provide prompt and efficient handling of certain cases. The parties agree to submit unresolved grievances concerning the following matters to expedited arbitration:

- A. Suspensions of fourteen (14) days or less.
- B. Written reprimands
- C. Oral admonishments confirmed in writing.
- D. Denials of annual leave, sick leave, or leave without pay.
- E. Dues withholding
- F. Denials of official time to Union representatives.
- G. Other unresolved grievances as mutually agreed upon by the parties.
- H. Denial of representation.

Section 2

- A. Arbitrability and/or grievability shall be considered a threshold issue.
- B. The arbitrator shall have the authority to make all arbitrability and/or grievability determinations that may be raised by either party as provided in the negotiated grievance procedure.

Section 3

- A. Within twenty (20) calendar days after the effective date of this agreement, a copy of this article shall be submitted to the Federal Mediation and Conciliation Service (FMCS) requesting a list of arbitrators from FMCS Area No. 9 (including Texas, Louisiana, and Mississippi) who would be willing to serve on a panel for expedited arbitration in accordance with the terms of this agreement.

Within ten (10) calendar days after the list of arbitrators is received, the parties will meet to select four (4) arbitrators to serve on the expedited arbitration panel. If they cannot mutually agree upon four (4) arbitrators from the list, the parties shall toss a coin and the winner of the coin toss shall decide who shall strike first. The parties shall alternately strike names from the list of arbitrators. The last arbitrator struck shall be first on the list, the next to last arbitrator shall be second on the list, and the process continued until a panel of four (4) arbitrators comprises the expedited arbitration panel, numbered from one to four.

- C. As cases are called, the first arbitrator on the list shall be assigned the first case or set of cases. The second arbitrator shall be assigned the second case or set of cases, with the rotation to continue through the fourth arbitrator and then return to the first. When, due to circumstances beyond the control of an arbitrator and the parties, an arbitrator cannot hear a case within the time limits, the next arbitrator on the rotation shall be called.
- D. During the life of this agreement, any arbitrator on the list may be removed from further consideration after either party files two separate written objections on the other party and the arbitrator concerned. Upon such a removal, the parties will request FMCS for a new list of five (5) arbitrators from FMCS Area No. 9, and a replacement arbitrator shall be selected by the striking method outlined above.

Section 4

The following procedures will apply to the arbitration of a dispute under this procedure:

- A. The arbitrator will be requested to be available for the hearing within twenty (20) calendar days of the date on which he/she is contacted.
- B. The order of the proceedings will be determined by the arbitrator.
- C. There will be no transcript.
- D. Neither party may file written briefs.
- E. The arbitration hearing will be held on the NFC premises during NFC business hours.
- F. Attendance at the hearing will be determined by the arbitrator.
- G. Witnesses who are NFC employees shall be made available during proceedings and will be on official (regular duty) time.
- H. All costs of any witness(s) used to testify, other than government employees, will be borne by the party calling such witness(s).
- I. The parties have the right to present and cross examine witnesses and issue opening and closing statements.
- J. The arbitrator may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.
- K. The arbitrator shall have no power to add to, subtract from, or modify the terms of the agreement.
- L. In accordance with applicable laws and regulations the arbitrator shall, when appropriate, have the authority to award attorney's fees to the prevailing party.
- M. The arbitrator's decision shall be final and binding, and the arbitrator shall possess the authority to make the aggrieved party whole to the extent such remedy is not contrary to law.
- N. The parties reserve the right to take exceptions to an award to the Federal Labor Relations Authority.
- O. The arbitrator will render a written decision within forty-eight (48) hours after the end of the hearing.

Section 5

The fee and related expenses of the arbitrator shall be shared equally by the Union and Management.

ARTICLE 14

Hours of Work

Section 1

- A. The administrative workweek shall be seven (7) consecutive calendar days, Sunday through Saturday.
- B. The normal basic workweek shall consist of five (5) consecutive eight-hour days, Monday through Friday. The basic work week, however, will not be spread over more than six (6) days within the administrative workweek. Two non-duty days shall be consecutive days whenever possible.
- C. Management retains the right to schedule the workweek other than Monday through Friday when considered necessary to accomplish required work or to reduce costs. In accordance with Section 2.B. below, the Union will have the opportunity to consult or negotiate on behalf of employees for whom a tour of duty change has an adverse impact.

Section 2 - Permanent Changes

- A. Except in emergency situations, the days and shift hours of the basic workweek to which employees are regularly assigned will not be changed without notice to the employees and the Union at least one full pay period before the first pay period affected by the change. This provision will not apply to employees who are hired for positions which require rotating or fluctuating shift work (e.g. Computer Operations Branch).
- B. The notice described in A. will include the new tour of duty and a rationale for the change. The Union will have the opportunity to consult or negotiate on behalf of employees for whom the tour of duty change has an adverse impact in accordance with the procedures in Article 10.

Section 3

Employees who are working other than a Monday through Friday tour of duty will receive a written copy of their tour of duty upon request.

Section 4 - Temporary Changes

An employee will be notified as far in advance as possible of individual temporary changes in tour of duty schedules. Temporary tours of duty will not be established solely for the purpose of avoiding the payment of holiday, premium, or overtime pay.

Section 5

Management agrees to consider requests for assignment to a vacancy on another shift on the following basis:

- A. the employee must be fully qualified for the vacant position, and
- B. among employees making such a request, the employee who has been assigned to the present work unit (section) for the longest period of time will be given priority.

Section 6

- A. Consistent with work requirements and personnel available, Management will make an effort to allow Union representatives to remain on the same work shift and in the same general work location for their term in Office.
- B. Upon request by the Union, Management will adjust the tour of duty schedules of Union representatives and employees to allow them, when appropriate and necessary, to attend proceedings before a Hearing Officer of the Merit Systems Protection Board, an Administrative Law Judge of the Federal Labor Relations Authority, or an arbitrator. The adjustments described will only be made to customary tours of duty not exceeding eight hours per day.

Section 7

In order to receive proper orientation and for safety reasons, shift employees will have an overlap.

Section 8

The NFC Flexitime Program will be included in this agreement as Appendix B; the NFC Compressed Work Schedule Program will be included as Appendix C.

ARTICLE 15

Rest Periods

Section 1

During each continuous four (4) hour segment of regular duty and overtime worked, each employee will be allowed a paid rest period of not less than fifteen (15) minutes for the purpose of procuring and partaking of refreshments and other personal comforts.

Section 2

Part-time and intermittent employees will be allowed fifteen (15) minute rest periods during regular duty hours in accordance with the following table:

Seven (7) or more hours worked ----- 2 breaks

At least three (3), but less
than seven (7) hours worked ----- 1 break

Less than three (3) hours worked ----- no break

Section 3

The exact time for rest periods will be at the supervisor's discretion, however, the Union will be notified in writing of a change in the rest periods and be given the opportunity to negotiate any adverse impact. The place for the rest period will be at the discretion of the employee, but may not be in the work area of other employees who are engaged in work.

ARTICLE 16

Overtime

Section 1

During each continuous four (4) hour segment of overtime worked, each employee will be allowed a paid rest period of not less than fifteen (15) minutes for the purpose of procuring and partaking of refreshments and other personal comforts. Employees who work at least four (4) hours of overtime will be furnished a thirty (30) minute non-duty lunch period at the option of the employee.

Section 2 - Call Back Overtime

An employee who is called back to duty outside of his/her basic work schedule shall receive at least two (2) hours pay regardless of whether the employee is required to work the entire two (2) hours.

Section 3

- A. On the request of an employee, a supervisor may grant compensatory time off from his/her scheduled tour of duty instead of payment for an equal amount of time spent in irregular or occasional overtime work.
- B. For employees whose rate of basic pay is in excess of GS-10, step 10, a supervisor may require that these employees be paid for irregular or occasional overtime work with an equivalent amount of compensatory time off.

Section 4

- A. When scheduling overtime which will occur during the basic workweek, supervisors will provide employees with as much advance notice as possible.
- B. When scheduling overtime which will occur outside the basic workweek, employees are to be notified no later than noon on the day next to the last scheduled workday within the basic workweek, or no later than four (4) hours into the day next to the last scheduled workday in the basic workweek when the employee works evening or night shifts, except in the case of an emergency situation. An emergency situation is one which poses sudden, immediate, or unforeseen work requirements beyond the control or ability of Management to anticipate.
- C. Overtime will be distributed as equitably as possible and rotated among qualified employees in the work unit. Overtime should be assigned on a voluntary basis if possible, unless it is necessary for additional employees in the unit to work or specific employees are needed to perform the tasks.
 - 1. Qualified employees within the work unit where overtime will be performed should be given first opportunity to work.
 - 2. If additional workers are still needed, employees from other units within the NFC may be used on a voluntary basis if their skills are appropriate

and they are at the grade level of the work to be accomplished. Employees regularly assigned to the work unit who are on detail to other units within NFC or who are attending training courses at NFC should also be considered at this point.

3. If there are insufficient volunteers, employees regularly assigned to the work unit may be directed to work if they are qualified.
4. Qualified employees from outside the work unit may be directed to work overtime if additional workers are still needed to meet mission requirements.

D. Management will make available to the Union, upon request, current records of overtime assignments of employees in the work unit to aid in resolving individual claims of unfair and inequitable distribution. The Union representative may consult with the supervisor concerning the assignments of overtime in an effort to keep the overtime equitably distributed among qualified employees in the work unit.

Section 5

Unless his/her services are required to meet urgent mission requirements, an employee may be excused from overtime upon the presentation of a reasonable written justification to his/her supervisor.

Section 6

Supervisors will not assign nor deny overtime work to qualified employees as a reward or penalty. Patterns of approved annual or sick leave use will be a factor in considering employees for overtime. Any complaint on the equitable distribution of overtime may be processed in accordance with the negotiated grievance procedure.

ARTICLE 17

Holidays

Section 1

Eligible employees shall be entitled to all holidays that are now established by law and those that may be added by law or Executive Order.

Section 2

Regular holidays are now designated as follows:

New Year's Day-----January 1st
 King's Birthday-----Third Monday in January
 Washington's Birthday---Third Monday in February
 Memorial Day-----Last Monday in May
 Independence Day-----July 4th
 Labor Day-----First Monday in September
 Columbus Day-----Second Monday in October
 Veteran's Day-----November 11th
 Thanksgiving Day-----Fourth Thursday in November
 Christmas Day-----December 25th

Section 3

Eligible employees shall receive premium pay for holiday work in accordance with law. An employee who is assigned overtime work on a holiday is paid in the same manner as for overtime work performed on other days.

Section 4

In accordance with applicable laws and regulations, an employee whose regularly scheduled days off are Saturday and Sunday will have "in lieu of " holidays governed according to the following schedule when a holiday falls on a non-work day.

<u>Holiday falls on</u>	<u>Observed holiday</u>
Saturday	Friday
Sunday	Monday

Section 5

In accordance with applicable laws and regulations, an employee whose regularly scheduled days off are other than Saturday and Sunday will have "in lieu of" holidays governed according to the following schedule when a holiday falls on a non-work day:

<u>Scheduled Day Off</u>	<u>When Holiday Falls On</u>	<u>In Lieu of Day Off</u>
SUN-MON	Sunday	Tuesday
	Monday	Saturday (of previous week)
*MON-TUES	Monday	Wednesday
	Tuesday	Sunday
*TUES-WED	Tuesday	Thursday
	Wednesday	Friday
*WED-THURS	Wednesday	Friday
	Thursday	Tuesday
*THURS-FRI	Thursday	Saturday
	Friday	Wednesday
*FRI-SAT	Friday	Sunday (of the next week)
	Saturday	Thursday

*In accordance with DPM-610 2-2. b.(1)(a), each of these days is designated as the weekly non-work day in lieu of Sunday.

Section 6

- A. In the case of any employee whose basic workweek includes both Sunday and Monday, Monday rather than Sunday shall be treated as the holiday when a regular holiday (not an "in lieu of" holiday) falls on Sunday.
- B. In the case of any employee whose basic workweek includes both Friday and Saturday, Saturday rather than Friday shall be treated as the holiday when a regular holiday (not an "in lieu of" holiday) falls on Saturday.

Section 7

It is agreed that work on holidays or observed holidays shall be held to a minimum subject to NFC mission requirements. Employees assigned to holiday work will be given as much advance notice as practicable. Short notices may be given when there are not enough volunteers to accomplish the NFC mission. Holiday work will be rotated on a fair and equitable basis. Employees may be excused from holiday assignments provided the reason(s) given by the employee justify the absence.

Section 8

An employee may request leave for any work day which occurs on a religious holiday associated with the religious faith of the employee. Leave for such purposes will normally be approved, workload requirements permitting.

ARTICLE 18

Leave

Section 1

- A. Management and the Union agree to follow all applicable leave statutes and regulations. Leave requests will be administered in accordance with the terms of this article.
- B. Leave shall be charged in fifteen (15) minute increments.

Section 2 - Annual Leave

- A. Accrued annual leave is a right of an employee subject to the approval by his/her supervisor of the dates and times when leave may be taken.

Management agrees to grant earned annual leave in a manner which permits each employee, if he/she wishes, to take at least two (2) consecutive weeks of annual leave each year, and will consider requests for longer consecutive periods of time, unless permitting such leave causes a severe work interruption.

- B. Once annual leave is approved, it may be cancelled because of unforeseen circumstances or the development of urgent workload requirements.
- C. Prior to the beginning of the fifth biweekly pay period before the end of the leave year, Management will notify all employees in writing regarding leave scheduling requirements to avoid forfeiture of "use or lose" annual leave. It is the responsibility of the employee to request annual leave so that it will not be forfeited. If the employee's leave schedule cannot be approved by Management because of exigencies of the public business, Management will request restoration of forfeited annual leave from the NFC Director. Before forfeited annual leave may be considered for restoration, it must have been scheduled in writing prior to the beginning of the third biweekly pay period before the end of the leave year.

- D. In the event of conflicts in requests for scheduled annual leave, the supervisor will resolve the conflict in as fair a manner as possible. If the matter cannot be resolved by discussions between employees and the supervisor, it will be solved by rotating approval of the date(s) from year to year for the affected employees, using the employees' time and attendance records to determine prior leave approval for the conflicting dates(s).
- E. Employees will be permitted to change scheduled annual leave providing it does not interrupt another employee's scheduled leave or interfere with the accomplishment of the NFC mission and is requested at least one full pay period prior to the originally scheduled leave.
- F. Management may approve advanced annual leave in an amount not to exceed the amount accruable in the leave year. Employees will submit requests for advanced annual leave prior to the actual absence. Such requests will include the employee's intended return to duty date.

Requests for advanced annual leave will be considered in light of:

1. The needs of the unit and/or section,
 2. The annual leave record of the employee, including whether the employee is on current annual leave restrictions, and
 3. The likelihood of the employee returning to work following the period of leave.
- G. Annual leave should be requested as far in advance as possible, at least one (1) full pay period before the start of the leave period. However, annual leave may be granted on a one (1) or two (2) day basis provided it is requested no later than at least one (1) full workday immediately preceding the day for which leave is requested.
- H. Approval or disapproval of annual leave for emergency reasons will be based on individual circumstances. It is the responsibility of the employee, or the employee's designee if the employee is physically incapable of carrying out such a responsibility, to ensure that his/her supervisor is notified if he/she is prevented from reporting to work because of an emergency. Such requests for emergency leave shall be made by the employee, or his/her designee, as soon as

possible after the employee learns of the emergency, preferably before the start of the shift, but normally no later than one (1) hour after the start of the employee's regular shift on the first workday of his/her absence. Employees are required to give reasons for requested emergency annual leave. An employee who does not comply with these requirements will be charged AWOL. The AWOL may be changed to approved requested leave if the employee provides administratively acceptable evidence for not calling in timely and provides administratively acceptable reasons for the emergency leave.

An employee who has been absent for emergency reasons will personally explain the reasons for the absence to his/her immediate supervisor as soon as possible after returning to work and provide, when necessary, acceptable administrative evidence to support the request.

"Emergency" means a significant personal problem or need which requires the employee's absence, and the problem or need could not have been reasonably foreseen by the employee.

- I. All requests for leave must be either approved or denied within a reasonable time.

Section 3 - Sick Leave

- A. Sick leave is an employee's earned benefit and will be granted to an employee when the employee:
 1. receives medical, dental, or optical examination or treatment;
 2. is incapacitated for the performance of duties by sickness, injury, or pregnancy and confinement;
 3. is required to give care and attendance to a member of his/her immediate family who is afflicted with a contagious disease; or,
 4. would jeopardize the health of others by being present on duty after exposure to a contagious disease.
- B. It is the responsibility of an employee who is incapacitated for duty, or of the employee's designee if the employee is physically incapable of carrying out such a responsibility, to notify his/her supervisor or designee at the worksite as soon as possible, but no later than one (1) hour after he/she is scheduled to report for duty.

- C. If the degree of illness, injury, or the difficulties encountered prevent compliance with the one (1) hour limit, the employee, or his/her designee, will report his/her absence as soon as possible thereafter.
- D. A period of absence for sick leave purposes in excess of three (3) consecutive workdays must normally be supported by an original medical certificate. A medical certificate is a written statement signed by a registered practicing physician or other approved practitioner certifying to the incapacitation, examination, treatment, and/or a period of disability of an employee while undergoing professional treatment. The certificate should contain the dates during which the employee was not fit for duty and the date the employee will be or was fit for duty.
- E. Where there is reason to believe that an employee is abusing the sick leave entitlement:
1. the employee shall be counseled and advised of the possibility of future medical certification requirements should the abuse continue;
 2. if, after counseling, the employee's pattern of sick leave use does not improve, the supervisor will issue a written notice requiring a medical certificate for each absence regardless of duration;
 3. all such cases requiring counseling or medical certification shall be reviewed not later than six (6) months afterward;
 4. if no further abuse is indicated, the restriction will be removed, and the employee will be notified in writing of this action. The employee will also be notified of the reasons, in writing, if the restriction is to be continued.
- F. Management may approve advanced sick leave not in excess of 30 days. Employees with limited appointments may be advanced sick leave only to the amount which will be earned during the remaining period of employment.

Employees will normally submit requests for advanced sick leave prior to the actual absences. Such requests must be accompanied by supporting medical certification verifying the requested leave dates and intended return to duty dates. The requests may be approved only when

employees are seriously disabled or ill and when it is expected that the employees will return to duty. Employees who currently are on sick leave restriction will normally not be granted advanced sick leave.

- G. When an employee is temporarily unable to perform all of the duties of his/her position because of a job-incurred injury or disability, the employee's physician or a physician approved by the Office of Worker's Compensation Programs will make a determination as to whether the employee is able to perform light duty. The employee will not be sent home until Management has made a reasonable effort to assign the employee to appropriate light duty.
- H. Employees under sick leave restrictions will be allowed use of sick leave based on the duty station nurse's recommendation for release from duty for that day; however, since the nurse is not a registered practicing physician or other approved practitioner, this does not relieve the employee from the responsibility to provide a medical certificate as required in subsection E. above.

Section 4 - Excused Leave

In accordance with applicable laws and regulations, Management will grant excused absence (administrative leave) as described below.

- A. Any employee making a donation of blood off site may be excused from work without charge to annual or sick leave for a period not to exceed four (4) hours. The employee will be required, however, to provide administratively acceptable evidence of the time and date of the donation.
- B. As a general rule, where the voting polls are not open at least three hours either before or after an employee's regular hours of work he/she may be granted an amount of excused leave which will permit him/her to report for work three hours after the polls open or leave work three hours before the polls close, whichever requires the lesser amount of time off. Under unusual circumstances, an employee can be excused up to a full day.

Section 5 - Leave Without Pay

- A. Leave without pay (LWOP) is a temporary non-pay status of approved absence from duty requested by an employee. Except in emergencies, all requests must be made prior

to the commencement of LWOP. Written emergency LWOP requests must be made at the earliest possible time following the beginning of a period of leave.

- B. When considering requests for LWOP, the benefits to NFC as well as the welfare of the employee will be taken into account. Leave may be denied if an employee's service is needed, if the employee has not followed prescribed procedures for requesting leave, or if the employee is currently on leave restriction.
- C. Supervisors may not place employees on LWOP without their request or consent.
- D. In the absence of compelling circumstances, Management will grant LWOP for one (1) year to employees who accept positions with AFGE.
 - 1. Management agrees that extensions will be granted, if reasonable, to permit an employee to complete a term of an office if deemed necessary by the Union and Management.
 - 2. Management will place an employee returning from leave of absence in the position held at the time that leave of absence began, or make an effort to place the employee in a like position.

Section 6 - Court Leave

- A. Court Leave is an authorized absence without charge to leave or loss of pay for jury duty or for attending judicial proceedings in a nonofficial capacity as a witness on behalf of any party when the United States, the District of Columbia, or a state or local government is a party in the proceedings. Court leave is chargeable in quarter-hour increments.
- B. Time spent testifying in an official capacity as assigned by the NFC is official duty time and not court leave. Employees will give their supervisors original copies of court certificates verifying their hours of court attendance upon return to duty.
- C. Employees notified to report for jury duty or for judicial proceedings as a witness shall submit a copy of the court order, summons, etc., to their supervisor as soon as possible.
- D. An employee serving on jury duty or attending judicial proceedings shall be assigned to the day shift (7:45 a.m. to 4:15 p.m.) during the duration of his/her duty or attendance.

Section 7 - Leave for Maternity/Paternity Reasons

- A. There will be no specified time granted for absence for maternity reasons. The length of time requested will be determined by the employee and her physician.
- B. Management may request a medical certificate from the employee if there is a question as to the employee's physical fitness to continue work before delivery or to return to work.
- C. A male employee may be granted part-time or full-time annual leave or leave without pay for the purpose of assisting or caring for his minor children or the mother of his newborn child while she is incapacitated for maternity reasons. A request will be denied only if there is urgent need for the employee during the requested period of time.
- D. An employee, male or female, may be allowed to use annual leave or leave without pay for the purpose of adopting children. A request will be denied only if there is urgent need for the employee during the requested period of time.

ARTICLE 19

Personnel Records

Section 1

- A. Each employee and/or his/her designated representative will, upon reasonable request, have access to records or information pertaining to the employee during Personnel's normal duty hours with the exception of records restricted by the Office of Personnel Management.
 - 1. The employee's written designation of a representative will be given to Personnel when requesting to see the OPF.
 - 2. Before disclosure of a record is made to an employee and/or his/her designated representative, the identity of each must be verified (e.g., presentation of an identification badge).
 - 3. Examination of the records will take place only in the general presence of an employee having custody of the records, and the records shall not be removed from the Personnel Office.

- B. An employee or his/her designated representative can obtain one (1) copy of records made available under Section 1.A. Charges for more than one (1) copy can be made at cost.

Section 2

- A. Personnel records will be maintained in accordance with USDA and OPM regulations. Only material designated by OPM rules and regulations will be made a part of the employee's personnel file.
- B. No record, file, or document pertaining to an employee will be made available to any unauthorized person(s) for inspection and/or to copy.
- C. Disciplinary and adverse action letters will be retained in accordance with applicable regulations.

Section 3

- A. Employees will be given copies of all personnel actions, discipline and adverse actions, and decisions pertaining to him/her which are placed in his/her OPF.
- B. An employee will, in any disciplinary or adverse action and upon request, be furnished a copy of that portion of all written documents which contain evidence relied on by Management which form the basis for the reasons and specifications.

ARTICLE 20

Position Classification

Section 1

- A. Each position will be classified in its proper occupational title, series, and code.
- B. The position description for each position will accurately reflect the major duties and responsibilities pertaining to that position.
- C. All positions will be reviewed on a periodic basis.

Section 2

- A. An employee will be provided with a copy of his/her official position description.

- B. When a new position description is issued or when changes are made to a current position description, revised copies will be distributed to affected employees.

Section 3

- A. An employee shall be given the opportunity at performance rating time to review his/her position description and discuss it with his/her supervisor.
- B. If an employee feels the position description inaccurately described the major duties currently being performed, he/she should discuss it with the supervisor.
 - 1. The supervisor will attempt to resolve the matter. If the employee feels his/her position description is still inaccurate, he/she may request in writing a review of the matter from Personnel.
 - 2. The request will specifically identify the reasons why the position description is considered inaccurate and explain how it could be corrected. The written request shall be given to the supervisor who shall forward it within five (5) working days to Personnel. Personnel shall render a decision within forty (40) working days of receipt. One extension not to exceed ten (10) workdays will be granted for just cause.
 - 3. If the employee is dissatisfied with the Personnel decision, he/she may file a grievance under the negotiated grievance procedure or a statutory appeal under appropriate regulations.

Section 4

- A. An employee may appeal the classification of his/her position in accordance with USDA and OPM regulations.
 - 1. Prior to filing a formal appeal, the employee is encouraged to resolve any classification problems by discussing questions he/she may have with his/her supervisor.
 - 2. If the problems cannot be resolved by the supervisor, the employee may request a classification review/evaluation of his/her position by Personnel.

3. A written request for review/evaluation should clearly state what is felt to be incorrect about the classification of the position and list reasons why the employee feels the classification should be changed.
- B. Requests for classification reviews should be submitted, in writing, to the Personnel Office.
1. A classification decision will be issued within forty-five (45) workdays of receipt of the request.
 2. Personnel will make every effort to resolve problems regarding the classification of the position. Nothing in this article will prohibit an employee from filing a formal appeal at anytime as provided by appropriate regulations.
- C. An employee who has filed a formal classification appeal with USDA or OPM may elect to have one Union representative at a meeting with Management concerning the appeal, if such a meeting is held.

ARTICLE 21

Performance Appraisal System

Section 1

The NFC performance appraisal system as applied to bargaining unit employees will be in accordance with the laws, rules, and regulations of appropriate authorities.

Section 2

For the purpose of this Article, the following definitions will apply:

- A. Appraisal means the act or process of reviewing and evaluating the performance of an employee against his/her described performance standards(s). This includes oral or written progress reviews.
- B. Performance means an employee's accomplishment of assigned duties and responsibilities as specified in the critical and non-critical elements of the employee's position.
- C. Performance Element is a component of an employee's job consisting of one or more duties and/or responsibilities for which the employee is accountable and responsible.

1. Critical Element means a component of a job consisting of one or more duties and responsibilities which contributes toward accomplishing organizational goals and objectives and which is of such importance that "Unacceptable" performance on the element would result in "Unacceptable" performance of assigned work.
 2. Non-Critical Element means a component of a job which does not meet the definition of a critical element but is of sufficient importance to warrant appraisal and the assignment of an element rating.
- D. Performance Plan means the aggregation of all of an employee's written critical and non-critical elements and performance standards.
- E. Performance Standard means a statement of the expectations or requirements established by Management for a critical or non-critical element at a particular rating level. A performance standard may include, but is not limited to, factors such as quality, quantity, timeliness, and manner of performance.

Section 3

Procedures for developing performance elements and performance standards are:

- A. The major duties of each position will be described in a position description before performance standards are established. Management has the right to establish critical elements, non-critical elements, and performance standards. The immediate supervisor will clarify, explain, or answer questions or concerns the employee may have regarding the critical elements, key responsibilities, and/or performance standards of his/her position.
- B. Management will encourage employee participation in identifying performance elements and establishing performance standards. Employees shall be given a copy of their position description, performance standards, and performance plan.

Section 4

- A. An employee's performance rating will be a result of the application of standards of performance to the employee's performance on critical and non-critical elements of the employee's position.

- B. Employees who have been under performance standards for their current position for a period of not less than ninety (90) calendar days will be rated annually. When a formal appraisal must be made and the employee has occupied his/her current position less than ninety (90) days, the appraisal period shall be extended for the amount of time necessary to meet the minimum appraisal period.
- C. Employees will be given a copy of their completed Performance Appraisal and Performance Appraisal Worksheet.

Section 5

Performance appraisals will be used as a basis for granting awards, within-grade increases, taking remedial action, determining training needs, and as a factor in the rating process under the Department Merit Promotion Plan.

Section 6

Procedures for applying the Performance Appraisal System:

- A. Within thirty (30) days after an employee enters a new position, a copy of the performance appraisal worksheet (Form AD-435 a and b) shall be given to the employee. The form shall show the performance elements including the critical elements and the corresponding performance standards.
 1. Performance standards will be defined at the fully successful level, that is, the expected level of performance.
 2. Each performance element will be appraised at the exceeds, the fully successful, or the does not meet level.
 3. A summary rating will be prepared as provided in DPM-430, 2-7.a.(3), using rating of unacceptable, marginal, fully successful, superior, or outstanding.
- B. During the rating period, the supervisor will discuss with each employee his/her work performance.
 1. If an employee's performance is "Unacceptable" in one or more critical elements of the job, the supervisor shall inform the employee, in writing, as soon as the "Unacceptable" performance is apparent, inform the employee of standards that

must be met for "Fully Successful" performance, and provide him/her an opportunity period to demonstrate "Fully Successful" performance.

2. Management will provide for at least one progress review of standards and accomplishments during the established appraisal period. The progress review should take place within six or nine months of the beginning of the appraisal period. At the time of the review, Management should advise employees of their current performance.
3. Supervisors will discuss directly with each employee the annual performance appraisal that he/she makes of the employee, after it has been reviewed by the next higher level of supervision. Other discussions during the rating period may take place when necessary.
4. Work performance for the rating period will be summarized on the performance rating form. A copy of the completed rating form and performance appraisal worksheet will be given to the employee.
5. During appraisal discussion, the supervisor will explain, upon request, or based upon need, how the employee may improve his/her performance.
6. If unacceptable or marginal performance is indicated during an appraisal review discussion, the supervisor will take corrective action consistent with required procedures. Such corrective action will include but not be limited to close supervisory review, discussion, and correction of work products.
7. At the end of the annual rating period, the supervisor will consider factors beyond the control of the employee which may have caused an employee not to achieve a specific performance level.

Section 7

Unacceptable Performance

- A. Failure to meet the fully successful performance standards established in one or more critical elements constitutes unacceptable performance.
 1. An employee may be reduced in grade or removed at any time during the performance appraisal cycle, provided

- a. the employee has been given an opportunity as defined in 2.a. below to improved his/her performance, and
 - b. the instance(s) of unacceptable performance occurred within one year preceding the date of the advance written notice of proposed action.
2. Opportunity to Improve
- a. Management will inform the employee, in writing, of the critical element(s) for which performance is unacceptable and will give the employee not less than 40 days nor more than ninety (90) days to demonstrate acceptable performance before proposing a reduction in grade or removal.
 - b. Efforts of supervisor(s) to assist an employee shall be documented.
3. Consideration shall be given to know factors which may exist, such as a handicapping condition, mental condition, alcohol or drug problem, marital or financial problem, etc., and the employee shall be informed of any assistance that may be available.

B. Procedures

1. An employee whose reduction in grade or removal is proposed is entitled to thirty (30) days advance written notice. The action will be taken only for such cause as will promote efficiency of the service. This notice must:
- a. state specific instances of unacceptable performance by the employee,
 - b. name the critical elements involved in each instance of unacceptable performance,
 - c. give notice of the employee's right to be represented, and
 - d. provide for a reasonable time but not less than fifteen (15) days for the employee to answer orally or in writing. The employee and/or representative may request a time extension in accordance with 2. below.

2. Management may extend the notice period for an additional thirty (30) day period. This extension shall be in writing and shall include the expiration date of the extended notice period.
3. The employee shall be provided a decision, in writing, within thirty (30) days after the expiration date of the notice period. If the decision is to reduce in grade or remove, the written decision shall:
 - a. specify the instances of unacceptable performance for which the action is being taken,
 - b. be concurred with by a Management official who is in a higher position than the Management official who proposed the action, and
 - c. include a statement of the employee's right to appeal under the negotiated grievance procedure or the statutory appeals procedure.
4. The decision to take action will not be based on matters not stated in the original proposed notice.

C. Appeals

1. If Management's final decision is to effect an action based on unacceptable performance against an employee, the employee may appeal the decision to the Merit Systems Protection Board in accordance with applicable law, or to binding arbitration under the negotiated grievance procedure, but not both.
2. If the Union elects to appeal an unacceptable performance action to arbitration, the Union must give Management notice of its decision within thirty (30) days of the employee's receipt of Management's final decision.
3. Any copies or records maintained by Management relative to an employee's rating will be provided to the employee or his/her representative, upon request, without cost.

ARTICLE 22

Awards

Section 1

Special Awards

- A. A special award may be granted to an employee or group of employees when the suggestion, invention, meritorious action, or other personal or group effect;
1. is based on employee accomplishments and contributions that are clearly beyond or outside the employee's performance standards,
 2. benefits the government as described in 5 USC 4503 and 4505,
 3. was made while the contributor was a government employee, and
 4. has been described in writing.
- B. Special awards shall not be mandatory and all employees shall be encouraged to participate in the Special Awards Program.
- C. Reasons for rejection of a suggestion will be given in writing to the employee making the suggestion. The employee will be allowed to review his/her suggestion file if he/she requests.
- D. If an employee's original suggestion which was previously disapproved is implemented within two (2) years of the disapproval, Management shall reconsider the suggestion in terms of the employee's entitlement to an award. Appropriate recognition will be given to the employee who submitted the original suggestion.
- E. Assignment to special projects for which awards may be granted will be done without regard to the employee's race, color, religion, sex, age, national origin, handicap, or the affiliation/non-affiliation with the Union on a fair & equitable basis.

Section 2

Performance Awards (Monetary/Quality Step Increase)

- A. A performance award may be granted to an individual when superior accomplishment or other contribution;

1. is within the scope of the employee's assigned job responsibilities and performance standards,
 2. was made while the contributor was a government employee, and
 3. has been supported by a performance rating of "exceeds fully successfully" for a monetary award and "outstanding" for a quality step increase.
- B. Performance awards shall not be mandatory.
- C. Changes to eligibility criteria for performance awards will be in accordance with applicable laws, rules, and regulations.
- D. No percentage will be used in determining the number of employees to receive awards.

Section 3

Criteria for an award will be uniformly applied for all bargaining unit employees.

ARTICLE 23

Within-Grade Increases

Section 1

Eligibility

- A. An employee occupying a permanent position under the General Schedule, who has not reached the maximum rate of pay of his/her grade, is entitled to the next higher rate of pay for that grade when the employee:
1. has performed at a "fully successful" level or better of competence;
 2. has completed the required waiting period; and
 3. has not received an equivalent increase during that waiting period.
- B. Acceptable Level of Competence:

An acceptable level of competence means a level of performance of assigned work of at least "fully successful" as defined in Part 430 of Chapter 1 of Title 5, Code of Federal Regulations, for each critical

element. In addition, the employee's most recent summary performance rating, as defined in the Agency Performance Management Plan, must be at least "fully successful."

Section 2

Determination

- A. The supervisor's determination shall be based on an appraisal of the employee's performance as it relates to the performance standards established for the position occupied, and shall be of the employee's performance as demonstrated within the specified waiting period.
- B. An employee who has not received performance standards at least ninety (90) days prior to the end of the waiting period shall have his/her determination postponed. The period of postponement shall not be more than ninety (90) days. The employee's performance during this period shall be the basis for the determination.

Section 3

Notice to the Employee

- A. The supervisor should give ample warning, usually at least 30 calendar days, before the end of the within-grade waiting period to an employee whose performance does not or may not meet the acceptable level of competence requirement. The employee should be advised of his/her deficiencies and told that he/she may not be certified as meeting the acceptable level of competence unless his/her performance improves.
- B. During the warning period, the supervisor will, to the extent possible, assist the employee in bringing his/her performance up to an acceptable level.
- C. A failure to inform an employee as stated in A. above does not delay the determination required.

Section 4

Notice of Decision

- A. When it is determined that an employee's performance is not at an acceptable level of competence, the negative determination shall be communicated in writing to the employee as soon as possible after completion of the waiting period.

- B. The written notice shall:
1. set forth the reasons for the negative determination;
 2. set forth the manner in which the employee must improve his/her performance in order to be granted a within-grade increase under subsequent redetermination procedures;
 3. notify the employee of his/her right to request reconsideration of the determination within fifteen (15) days of receipt of the notice;
 4. identify the official designated to receive and act upon the reconsideration request;
 5. inform the employee of his/her right to a representative and of his/her right to a reasonable amount of official time to review the material relied upon to support the negative determination, if otherwise in a duty status; and
 6. inform the employee of his/her right to request the opportunity to make a personal presentation.

Section 5

Reconsideration

- A. When an employee files a request for reconsideration, Management shall establish an employee reconsideration file which shall contain all pertinent documents relating to the negative determination and the request for reconsideration. The file shall not contain any document that has not been made available to the employee or his/her personal representative.
- B. The agency shall provide the employee with a prompt written final decision.
1. If the decision is rendered in favor of the employee, he/she shall be certified as meeting the acceptable level of competence and the certification shall be made effective retroactive to the original due date.
 2. If the decision sustains the supervisor's negative determination, the written notice of decision shall inform the employee of the reasons for the decision and of the employee's appeal rights.

Section 6

Appeal Rights

When a decision sustaining a supervisor's negative determination is issued to an employee, the employee shall be informed in writing of his/her right to appeal the decision to the Merit System Protection Board.

ARTICLE 24

Pay Schedules and Practices

Section 1

Management agrees to conform to the present pay plan of 26 pay periods, i.e., every other Thursday, during each calendar year unless the pay plan is changed by the Department on a nation-wide basis.

Section 2

When an employee is denied benefits or pay to which he/she is otherwise entitled through administrative error or oversight, restoration of benefits or pay will be made in accordance with regulations.

Section 3

Practices governing pay:

- A. Shift differential will be paid to employees in accordance with governing regulations.
- B. shifts will not be scheduled solely to avoid payment of differential pay.
- C. Premium pay for Sunday or holiday work will be authorized in accordance with regulations.

ARTICLE 25

Employee Debts

Section 1

It is recognized that all employees are expected to pay promptly all just financial obligations. A just obligation is one which the employee acknowledges as being just or which has been reduced to a judgement by court action.

Section 2

In the event of a dispute between an employee and a private individual or firm, Management will take no action concerning the disputed debt until it has been resolved.

ARTICLE 26

Disciplinary and Adverse Actions

Section 1

- A. A disciplinary action for the purpose of this article is defined as an oral admonishment confirmed in writing, a written reprimand, or a suspension of fourteen (14) days or less.
- B. An adverse action, for the purpose of this article, is defined as a removal, a suspension for more than fourteen (14) calendar days, a reduction in grade, a reduction in pay, and a furlough of thirty (30) calendar days or less. This article does not apply to a reduction in grade or a removal based on unacceptable performance as defined in 5 USC 4303.

Section 2

- A. No employee will be the subject of a disciplinary or adverse action except for such cause as will promote the efficiency of the service.
- B. In any disciplinary or adverse action, or an appeal of such action, an employee shall have the right to be represented by the Union or by a representative of his/her choice.
- C. The Union shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the agency in connection with an investigation if:
 - 1. the employee reasonably believes that the examination may result in disciplinary action against the employee; and
 - 2. the employee requests representation.
- D. If the employee requests a representative, no further questioning shall take place until the representative is present. If no representative is requested by the employee, the interview may continue.

- E. All interviews, inquiries, counseling sessions, and matters relative to discipline of an employee will be conducted in a manner as to minimize any personal embarrassment to the employee.

Section 3

When a formal adverse action is contemplated and prior to issuing the formal action, Management will advise the employee of his right to representation.

Section 4

When a formal adverse action is taken, Management will notify the employee and his/her representative of the reasons which justify the action.

Section 5

A copy of Admonishments Confirmed in Writing will be given to the employee if it is to be relied upon by Management in any subsequent disciplinary or adverse action against an employee.

Section 6

In disciplinary or adverse actions against any employee covered by this agreement, when Management issues any written communication to the employee, Management will furnish the employee with an extra copy of the written communication. The employee may give their copy to a representative of the Union or to any other person.

Section 7

Employees against whom formal disciplinary or adverse action is taken will be advised of their rights of grievance and/or appeal, as appropriate.

Section 8

When Management learns that an employee is to be served with a warrant or subpoena, Management will attempt to arrange that service be made in private.

ARTICLE 27

Promotions

The Union and Management agree that all merit promotions will be in accordance with the Department Merit Promotion Plan (DPM), the Federal Personnel Manual (FPM), and the rules and regulations of the Office of Personnel Management (OPM).

ARTICLE 28

Detail of Employees

Section 1

- A. A detail is an assignment on a temporary basis of an employee to perform duties of a different position for a specified period of time with the expectation that the employee will return to their regular duties at the end of the detail.
- B. Details may be used to meet temporary needs of the Agency's work program when necessary services cannot be obtained by other desirable or practical means.
- C. Details will not be made to circumvent the merit principles of open competition for promotion.

Section 2

Details may be made appropriately under circumstances such as the following:

- A. Emergencies. To meet emergencies occasioned by an abnormal workload, special projects or studies, changes in mission or organization, or unanticipated absences.
- B. Other details. Pending official assignment, pending description and classification of new position, pending security clearance, and for training purposes.

Section 3

Management may detail employees to unclassified positions for 120 days.

Section 4

- A. Details in excess of thirty (30) days will be reported on Standard Form 50 and maintained as a permanent record in Official Personnel Folders.
- B. Details for thirty (30) days or less may be done verbally or by memo.
- C. If an employee is detailed for less than 30 days, the employee may initiate an SF-172 and forward it to the personnel office for verification and inclusion in the employee's OPF.

Section 5

When a detail is made for sixty (60) days or more, performance standards must be established and discussed with the employee within thirty (30) days after the start of the detail.

ARTICLE 29

Nepotism

Section 1

"Relative" as used in this article means an individual who is related to a public official as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

Section 2

This article shall not be construed to prohibit the appointment of an individual who is a preference eligible in any case in which the passing over of that individual on a certificate of eligibles furnished under 5 USC 3317(a), will result in the selection for appointment of an individual who is not a preference eligible.

ARTICLE 30

Equal Employment Opportunity

Section 1

- A. Management is responsible for providing equal opportunity in employment in all occupations and at all grade levels, and to take actions, within its authority, to prohibit discrimination based on race, color, religion, sex, national origin, age, marital status, political affiliation, and mental or physical handicap.
- B. Management is committed to the promotion of a positive, continuing Affirmative Employment Plan involving all personnel policies, practices, and programs in accordance with applicable law and the rules and regulations of appropriate authorities.

Section 2

- A. Management will continue to provide to employees written information on the process to file an EEO complaint and will carefully, justly, and expeditiously process and adjudicate discrimination complaints which are filed with Management through the statutory EEO complaint procedure.
- B. Employees shall choose from available designated EEO Counselors for the NFC to pursue their complaint. Management will continue to cooperate with EEO Counselors and other EEO officials who attempt to bring about informal resolutions of such complaints.
- C. Employees who allege discrimination or who participate in presenting such complaints will, in seeking resolution of such matters, be free from restraint, interference, coercion, discrimination, or reprisal.
- D. If an employee wishes to be represented by an individual when filing an EEO complaint through the statutory procedure, he/she may choose his/her representative as provided in governmental, agency, and departmental regulations and directives.
- E. EEO Counselors will advise employees who seek their assistance of the procedures involved in processing an EEO complaint under the statutory appeals procedure. The EEO Counselor will also advise the complainant of his/her right to file a grievance under the negotiated grievance procedure.
- F. The EEO Counselor shall give the complainant a copy of written reports pertaining to the complaint being handled, as long as provision of such reports will not violate the Privacy Act.

Section 3

Management agrees that sexual harassment will not be permitted at NFC.

Section 4

- A. Management will appoint EEO Counselors to be available and reasonably accessible to all employees. The counselors names, pictures, and telephone numbers will continue to be posted on designated bulletin boards.
- B. Training for the counselors will be continued as required by EEOC and departmental regulations and directives.

Section 5

- A. In accordance with regulations, directives, and standards issued by the Equal Employment Opportunity Commission and Department of Agriculture, Management will continue to maintain a comprehensive Affirmative Employment Plan which will identify affirmative action objectives and goals. Employees will have access to information describing this plan.
- B. Management shall develop a results oriented program intended to resolve problems of under-representation of minorities and women.
- C. Prior to submitting local Affirmative Action Plans to EEOC, Management will negotiate as appropriate with Local 2341.

Section 6

- A. Management will maintain an Equal Employment Opportunity committee, including a Union representative, to provide recommendations for program improvement and analyses of program progress.
- B. Management will select the Union representative from among at least three (3) names recommended by the Union.
- C. Training for committee members will be continued as required by EEOC and Departmental regulations and directives.

Section 7

Managers and supervisors on all levels will be kept fully informed and will support and participate in, as appropriate, all policies and programs and will strive to meet any goals and objectives established for full equal employment within their areas of jurisdiction.

Section 8

Copies of the Multi-Year Affirmative Employment Plan, updates to the Multi-Year Affirmative Employment Plan, The Federal Equal Opportunity Recruitment Program Plan (FEORP), and, upon request, the quarterly statistical report prepared by the NFC EEO Office for the USDA Employee Appeals Staff will be furnished to the Union.

ARTICLE 31

Upward Mobility Program

Section 1

- A. The NFC Upward Mobility Program is designed to provide opportunities for advancement to employees in single interval series at grades GS-9 and below or equivalent positions. The job opportunities offered are in the professional, administrative, and technical series.
- B. It is the policy of the NFC in implementing this program that:
 - 1. Candidates are evaluated in accordance with merit principles and procedures.
 - 2. Equal opportunity for participation is given to all eligible and interested employees regardless of race, color, religion, sex, age, national origin, or handicap.

Section 2

- A. Positions targeted for the Upward Mobility Program will be allocated from the NFC's regular staffing needs. As ceiling permits, a specific number of positions will be designated each year by Management to be filled under the Upward Mobility Program.
- B. In determining the number and kinds of positions to be announced, Management will consider past turnover rates, anticipated expansion or contraction, and funding available for training.
- C. At the time vacancies are advertised, the career ladder or potential of the positions will be identified in accordance with the Department Merit Promotion Plan.
- D. Employees accepting voluntary demotions to participate in this program will be entitled to salary retention as provided by laws, rules, and regulations of appropriate authorities.

ARTICLE 32

Training

Section 1

- A. Management and the Union agree that the training and development of employees is a matter of significant importance.
- B. In conjunction with this goal, Management will:
 - 1. encourage and assist employees in planning and following a plan of self development.
 - 2. maintain information and furnish counseling and guidance about suitable and available educational resources.
 - 3. make available to employees current listings of OPM correspondence courses and after hours university courses.
- C. The Union, on its part, will encourage employees to take advantage of suitable self-development opportunities.

Section 2

Selection for training which is part of an authorized training agreement, part of a promotion program, or required before an employee is qualified for reassignment to a different occupational series or considered for a promotion shall be in accordance with the Department Merit Promotion Plan.

Section 3

- A. An employee who has obtained prior approval from Management shall be reimbursed for all authorized expenses for out-service training when all of the following conditions are met:
 - 1. the training will enable the employee to increase his/her ability to perform his/her current job or a job he/she has been selected to fill in accordance with the Department Merit Promotion Plan and his/her approved Individual Development Plan (IDP).
 - 2. comparable training is not available through OPM developed courses, and it would be too costly for the NFC to develop a suitable program at that time.

3. reasonable inquiry has failed to disclose suitable, adequate, and timely programs being offered by other government agencies within the local area.
 4. the course meets the needs of the employee and of the NFC as well as or better than other courses of its nature which may also be available.
 5. the course is not being taken solely for the purpose of obtaining a degree.
 6. funds are available to pay for the training without deferring or canceling higher priority commitments.
- B. An employee who fails to satisfactorily complete the out-service training provided for in A. above shall reimburse Management for all tuition and related expenses incurred by Management for such out-service training.

Section 4

Training is an appropriate matter for consultation by the Labor-Management Cooperation Committee.

ARTICLE 33

Health and Safety

Section 1

Management will provide a safe and healthful work place for employees of the National Finance Center and the safety and health program shall be consistent with the provisions contained in the CSRA and appropriate Federal regulations.

Section 2

The Union may designate a Union Safety Representative who may make safety inspections and coordinate educational and other safety and health activities with the NFC Safety Officer

Section 3

When employees are required to perform duties which involve real or potential hazards they will be provided training to perform the job safely. Such training will include proper work methods to be used and proper use of protective equipment with which he/she is unfamiliar until Management has provided adequate training and instructions, as determined by Management, to safely perform the job.

Section 4

When employees, during the course of performing their official duties, have reason to believe they are being required to work under conditions which are unsafe and present an imminent danger which may cause death, injury, occupational illness, loss of a faculty, or major property damage, they shall cease the activity and immediately notify their supervisor of the alleged hazard. The supervisor shall make an evaluation of the situation. After discussion with appropriate safety personnel and the Union safety representative, the supervisor shall make a determination as to whether work may proceed. If the employee is dissatisfied with the decision of the supervisor, the hazardous condition may be reported to an appropriate authority in accordance with applicable laws and regulations.

Section 5

When work is required to be performed in areas where flammable or toxic vapors may exist, all such areas will be maintained so that vapor levels remain within acceptable safety parameters as determined by OSHA safety standards.

Section 6

The agency agrees to assure response to employee reports of unsafe or unhealthful working conditions. Management will initiate immediate inspections for employee reports of imminent danger conditions, such as loss of life or limb, within 24 hours for potentially serious conditions, and within ten (10) working days for other than serious safety and health conditions. Inspections may not be initiated where the hazardous conditions identified can be abated immediately.

Section 7

No employee will be required to work in a confined area or space beyond the visibility of others, without periodic checks being made by the supervisor, other employees, or security guards as to the safety and well being of the employee.

Section 8

An employee who becomes ill or is injured in the performance of his/her duties will be informed by Management of benefits he/she is entitled to under the Federal Employee's Compensation Act. Management will investigate the facts and circumstances concerning the illness or injury, and prepare

the necessary forms for submission to the Office of Worker's Compensation Programs. If an employee sustains a traumatic injury in the line of duty and is unable to perform work for all or a portion of the day because of the injury, he/she will remain in a paid non-duty status on the day injured in accordance with applicable regulations.

Section 9

Management will provide reasonable accommodations to handicapped employees in the performance of their duties and assistance to evacuate the building in cases of emergencies.

Section 10

Management will continue to provide the various health services which are currently provided to employees.

- A. Emergency first aid services will be furnished on a 24-hour basis to all employees during their assigned tour of duty. Management will request the appropriate authority to post emergency telephone numbers, including emergency first aid and services covering all shifts on all telephones throughout the NFC.
- B. Management will staff the Health Unit with a nurse during the day shift Monday through Friday, except on holidays.
- C. Upon receiving approval from his/her supervisor, an employee will be allowed to visit the Health Unit. Supervisors will not arbitrarily deny reasonable requests to visit the Health Unit.
- D. Management agrees, according to the provisions of 20 CFR Parts 1 through 199, to provide medical assistance to any employee who sustains a job related illness or injury, including carpal tunnel syndrome.

Section 11

There will be a periodic safety inspection of all areas occupied by employees, as required by regulations of appropriate authorities.

Section 12

The parties agree that health and safety are appropriate matters for consultation by the Labor Management Cooperation Committee.

Section 13

- A. Management and the Union agree to a no smoking policy to apply to all areas within Building 350 and the TANO Building.
- B. Management agrees to provide two (2) areas independent of Building 350 which employees may utilize for taking breaks and to smoke if they desire. These two (2) areas will be well built, attractive, and ventilated by design.
- C. Management agrees to provide one (1) area independent of the TANO Building which employees may utilize for taking breaks and to smoke if they desire. This area will be well built, attractive, and ventilated by design.
- D. The no smoking policy will apply to all private offices in Building 350 and the TANO Building.
- E. Management agrees to provide an annual smoking cessation program to assist employees affected by the no smoking policy. An employee will be allowed to enroll and attend this program no more than two times.

ARTICLE 34

Employee Assistance Program

Section 1

The parties recognize that alcoholism, alcohol abuse, drug dependency, drug abuse, and behavioral/emotional problems (which includes financial, marital, or family distress) are illnesses or health problems that can be treated. The parties agree that employees having these problems should receive the same consideration and respect as employees having other illnesses.

Section 2

- A. Management is concerned with any illness or health problem that affects employee performance and productivity. Management agrees to continue the full implementation of the Employee Assistance Program and to continue to make employees aware of the program.
- B. The parties recognize that the program is designed to be carried out as an effort to rehabilitate persons who suffer for such illnesses or health problems. If an employee requests assistance and participates in the program, the immediate supervisor shall give consideration to the employee's participation, if known, in determining any action based on performance and/or conduct.

Section 3

This program will not be used for purposes other than improvement of employee health and referral for treatment of illnesses causing or contributing to deficiencies in job performance. Referrals will be based on objective and factual evidence related to job performance.

Section 4

- A. An employee undergoing a prescribed program of treatment will be granted sick leave for this purpose on the same basis as any other illness when absence from work is necessary.
- B. Nothing in this article will prevent an employee from availing himself/herself of the program services on his/her own initiative.

Section 5

The program procedures will adhere to requirements established by OPM. They will include assurances that:

- A. Employees will not be denied or deprived of job security (including employment and work assignments) or promotional opportunities on the basis of their participation in this program.
- B. The confidential nature of all records of the identity, diagnosis, prognosis and/or treatment of any employee will be preserved in accordance with applicable law and regulations.
- C. Medical information gained through the Employee Assistance Program regarding the diagnosis or prognosis of an employee will not be used in any disciplinary or adverse action.

ARTICLE 35

NFC Drug Testing Program

1. The NFC Drug Testing Program shall only apply to motor vehicle operators. If the NFC determines to implement a drug testing program of any kind for any other group of bargaining unit employees, such a program will require notification of the American Federation of Government Employees, Local 2341, AFL-CIO, and will be subject to negotiations in accordance with all applicable statutes and regulations.

2. All motor vehicle operators covered by the collective bargaining agreement shall receive training on the NFC Drug Testing Program. Such training will be on official time.
3. NFC motor vehicle operators who attend and/or visit an NFC Employee Assistance Program (EAP) for counseling, or who are referred to the NFC EAP, shall be provided with official time to attend such counseling sessions.
4. Approximately 2 hours prior to testing, the supervisor will inform the employee orally, and privately, of his/her identification for random drug testing, and where and when to report for testing.
5. Employees randomly selected for testing are not immune from testing in succeeding months. To ensure program credibility, these names remain in the testing program and stand an equal chance of being re-selected in any future month.
6. Employees who are directed to submit to a drug test shall receive official time and appropriate travel for the time required to complete the test.

ARTICLE 36

Dress Code

Section 1

- A. There is a need for general guidelines for office dress so that safety practices can be observed, so that no employee will unduly offend another, and an appropriate image will be presented to the many visitors of the NFC.
- B. While it is not practical to set specific guides for office dress, the following will not be acceptable:
 1. Wearing of shorts.
 2. Wearing of clothing that exposes a bare midriff.
 3. Wearing of T-shirts and/or transparent blouses without proper foundation or undergarments.
 4. Wearing of hair rollers while on duty.
- C. Any type of jeans or other informal clothing must be neat and clean, and must not display suggestive patches, printing, or writing.

D. In the interest of safety, employees must wear shoes, which includes sandals with ankle straps, at all times when on duty. The following will not be acceptable and are prohibited:

1. Clogs.
2. Beach or house slippers.
3. Other types of loose slip-on sandals or slippers.

E. Good grooming and personal hygiene are required of all employees. Employees that appear unclean or with excessive body odor may be referred to the Health Unit for counseling.

Section 2

Employees may be sent home by supervisors to correct deficiencies with leave charges to available annual leave or to leave without pay.

ARTICLE 37

Parking

Section 1

Employees will be provided with adequate parking space, without cost, within the designated parking areas.

Section 2

Designated reserved parking spaces will be available for handicapped employees within close proximity to their working area.

Section 3

Management will recommend to NASA and TANO that unsafe conditions in the parking facilities be corrected. The Union will be provided with a copy of Management's recommendation.

Section 4

Management will notify the Union before any change is made in the current practices regarding parking. The Union will be given the opportunity to negotiate about the change.

ARTICLE 38

Reduction-in-Force or Transfer of Function

Section 1

- A. A reduction-in-force is a release of an employee from his/her competitive level by separation, demotion, or furlough for more than thirty (30) calendar days, or reassignment requiring displacement when there is a lack of work or funds, reorganization, reclassification due to a change in duties, or the need to make a place for a person exercising reemployment or restoration rights that requires Management to release an employee.
- B. A transfer of function is the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, or the movement of the competitive area in which the function is performed to another commuting area.
- C. A reduction-in-force will be accomplished by Management in accordance with the laws and regulations of appropriate authority. Existing vacancies will be utilized to the maximum extent possible to place in continuing positions those employees who otherwise would be separated.

Section 2

Notification

- A. Preliminary Notification to Union. When it is anticipated that a reduction-in-force or a transfer of function affecting bargaining unit employees will be necessary, the Union will be given the earliest possible preliminary notification in writing. This notification will be at least thirty (30) calendar days in advance of the anticipated implementation date and will include the following information:
 - 1. Specific functions to be transferred and identification of employees assigned to this function,
 - 2. The reason for the reduction-in-force or transfer of function,
 - 3. The competitive areas and levels that Management proposes may be involved initially in a reduction-in-force,

4. The anticipated effective date that action will be taken, and
 5. The manner in which Management anticipates exercising its discretion under 5 CFR 351, if known.
- B. The Agency agrees to freeze performance evaluations of employees affected by a reduction-in-force, reorganization, or transfer of function effective as of the date of the specific notice.
 - C. Management will give a minimum notice of sixty (60) calendar days notice and ten (10) calendar days specific notice to employees involved in a transfer of function or a reduction-in-force, but will give the earliest possible notice in accordance with applicable rules and regulations. An employee may give a copy of the notice to the Union or to any other person.
 - D. When an employee is affected by a reduction-in-force, he/she has the right to designate a representative to represent him/her in resolving his/her dissatisfaction. Employees affected by a reduction-in-force and/or their representative, if any, will have the right, upon reasonable request to appropriate authority and notice to the supervisor involved, to inspect appropriate reduction-in-force records.

Section 3

- A. Upon receipt of preliminary written notification of an anticipated reduction-in-force or transfer of function affecting bargaining unit employees, the Union may, within five (5) workdays, request negotiations concerning impact and implementation and present the initial proposal within ten (10) workdays of receipt of notification.
- B. Upon timely request from the Union, the parties shall meet and negotiate within five (5) workdays after receipt of the Union's proposals concerning the impact and implementation of the anticipated reduction-in-force or transfer of function on bargaining unit employees. If Management develops counter proposals to the Union's proposals, these will be provided to the Union within five (5) workdays after receipt of the Union's proposals.
- C. The Union shall have the right to review retention registers and any other information necessary for negotiations concerning the proposed action in accordance with 5 USC 7114(b)(4).

Section 4

Competitive Areas and Levels

- A. The competitive area shall be the New Orleans commuting area.
- B. Competitive levels will include all positions of similar duties in accordance with government-wide rules and regulations.

Section 5

The National Finance Center Personnel Office will make every reasonable effort to assist employees affected by a reduction-in-force, including, but not limited to:

- A. Meeting with employees eligible for optional or involuntary retirement to explain its benefits and advise them of their right to have a Union representative present.
- B. Management will make every effort to find employment in other Federal agencies within the competitive area for those employees.
- C. Management may waive qualification requirements in assignments during reduction-in-force if Management determines the employee has the capacity, adaptability, and special skills required by the position.
- D. Management will contact the appropriate State Employment Security Commission about any available training at government expenses and inform the employees how to apply for such training.

Section 6

Reemployment Priority List

- A. Any career or career-conditional employee who is separated because of reduction-in-force will be placed on the reemployment priority list for all competitive positions in the commuting area for which the employee is qualified and available in accordance with applicable laws and regulations.
- B. It is understood that acceptance or refusal of a temporary appointment will not alter the employee's right to be offered permanent employment.

Section 7

For the duration of a reorganization, reduction-in-force, or transfer of function, the agency will provide the Union with up-to-date information and keep them informed.

ARTICLE 39

Contracting-Out of Bargaining Unit Work

Section 1

- A. The Union recognizes the right of Management to determine the methods, means, and personnel used to accomplish the mission of the NFC.
- B. Management recognizes and shares the desire of the Union to protect the job security of employees.
- C. Both parties recognize that employee job security is enhanced through the efficient and economical accomplishment of the mission of the NFC.

Section 2

- A. When a determination is made to study the contracting-out of work which is being performed in whole or in part by employees and the contracting-out may adversely affect employees, Management will notify the president of the Union.
 - 1. Management will brief the Union president with respect to any possible impact on employees and keep the president informed.
 - 2. The term "adversely affect" for the purposes of this Article means separation, demotion, or loss of pay.
- B. Management agrees to abide by the provisions of OMB Circular A-79 and other applicable laws and regulations concerning contracting-out.

Section 3

Contracting out and the release of information regarding contracting out will be in accordance with applicable laws and regulations. Upon request by the Union, Management agrees to meet and confer with the Union concerning the impact on bargaining unit employees; up to three Union representatives will be considered on regular duty time for such meetings.

ARTICLE 40

Personnel Research Programs and Demonstration Projects

Section 1

Definitions

- A. Research Program - means a planned study of the manner in which public management policies and systems are operating, the effect of those policies and systems, the possibilities for change, and comparisons among policies and systems.
- B. Demonstration Project - means a project conducted by the Office of Personnel Management, or under its supervision, to determine whether a specified change in personnel management policies or procedures would result in improved Federal personnel management.

Section 2

In the event that Management determines to participate in a research program or demonstration project, it agrees to abide by the provisions of Title VI of the Civil Service Reform Act of 1978.

Section 3

Employees will not be included in a demonstration project unless there has been consultation and/or negotiation as provided in 5 USC 4703 (f).

Section 4

Any research program or demonstration project shall be consistent with and may not amend or waive any provision of this agreement, except by mutual written consent of the parties.

ARTICLE 41

Duration of Agreement

Section 1

This agreement will remain in full force and effect for four (4) years from the date of approval by the Director of Personnel, USDA. If neither party serves to renegotiate this agreement, it shall be automatically renewed for two year periods subject to the provisions of this article.

Section 2

Either party may give written notice to the other, not more than 105 or less than 60 days prior to the expiration date, for the purpose of renegotiating this agreement. Negotiations will begin no later than 30 days prior to the expiration date. This agreement will remain in full force and effect during renegotiations.

ARTICLE 42

Distribution

Section 1

After review and approval by appropriate officials, Management will reproduce and distribute copies of the Agreement, supplements, and amendments as follows:

- A. an initial copy to each employee.
- B. a copy to each newly hired employee at the time the employee enters on duty.
- C. fifty (50) copies to the Union.

Reproduction of this agreement will be at Management's expense.

Section 2

The Union president or his/her designee will be allowed official time while otherwise in a duty status to inform orientation classes of new employees of the Union's exclusive recognition.

A P P E N D I X A

MEMORANDUM OF DUES
WITHHOLDING (USDA-AFGE)

MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT OF AGRICULTURE AND THE AMERICAN
FEDERATION OF GOVERNMENT EMPLOYEES

This Memorandum of Understanding is between the Department of Agriculture, hereinafter referred to as USDA, and the American Federation of Government Employees, hereinafter referred to as AFGE.

I. It is agreed that this Agreement is subject to and governed by CSRA.

II. The individual employee of the USDA who is a member of the AFGE and included within an exclusive unit shall obtain his/her SF-1187, REQUEST AND AUTHORIZATION FOR VOLUNTARY ALLOTMENT OF COMPENSATION FOR PAYMENT OF EMPLOYEE ORGANIZATION DUES, from AFGE and shall file it with the designated AFGE representative, who will forward it to the Personnel Office of the Agency. In those cases wherein management and the union disagree regarding the eligibility of an employee for dues withholding, both parties acknowledge that such representation disputes are the sole function of the FLRA and accordingly agree that the dues of such an employee shall be placed in an escrow account pending an appropriate Authority determination. The employee shall be instructed by AFGE to complete Part A and Part B. No other number must appear in the block provided as "identification Number" except the employee's Social Security Number.

III. Deductions will be made each pay period by the USDA and remittances will be made each pay period to the National Office of the AFGE. Remittances shall be accompanied by a computer tape, one for each pay period, by Locals, showing the names of the member employees from whose pay dues were withheld, the amount withheld, the code number of the Local to which each employee member belongs, social security number, and will be summarized to show the number of members for whom dues were withheld, total amount withheld, and the amount due the Local. Each tape will also include the name of each employee member for that Local who previously made an allotment for whom no deduction was made whether due to leave without pay or other cause. Such employee shall be designated with an appropriate explanatory term.

IV. It is agreed that Part A of SF-1187, including the insertion of code numbers of the AFGE (52) and the appropriate Local number, will be executed by the Financial Officer of the Local to which the employee member belongs or by the National Secretary-Treasurer of the AFGE, if the member is a member-at-large. The amount so certified shall be the amount of the regular dues (exclusive of initiation fees, assessments, back dues, fines and similar charges and fees). One standard amount for all employees or different amounts of dues for different employees may be specified. If there should be any change in the dues structure or amount, a blanket authorization listing each employee's name and social security number, and the amount of dues to be withheld will be submitted to the appropriate payroll office. The listing will be identified by labor organization and Local codes. Only one such change may normally be made in any period of twelve consecutive months for a given Local.

V. The payroll office of the USDA will terminate an allotment per a request received in accordance with any one of the following:

- (1) as of the beginning of the first full pay period following receipt of notice that exclusive recognition has been withdrawn;

-2-

- (2) at the end of the pay period during which an employee member is separated from the USDA;
- (3) at the end of the pay period during which the payroll office receives notice from the AFGE or a Local of the AFGE that the employee member has ceased to be a member in good standing;
- (4) effective September 1, 1979, and each September 1 thereafter for all allotments in effect as of September 1, 1978.
- (5) on the annual anniversary date of each allotment completed after September 1, 1978.

VI. The USDA payroll office will send to the National Financial Officer of the AFGE a copy of each written revocation of an authorization which it receives. Revocation must be submitted to the appropriate Local in writing over the signature of the member on the Standard Form 1188 and must be submitted to the appropriate Personnel Office not earlier than the first day of the month prior to the annual date upon which revocation may be effected in accordance with the above.

Agreed to on the 15th day of January, 1979, and as amended by FLRA decision No. 0-PS-1 on April 19, 1979.


 Director of Personnel
 US Department of Agriculture


 National President
 American Federation of
 Government Employees

6/22/79
 Date

A P P E N D I X B

NFC GLIDING FLEXTIME

SCHEDULE

Flexitime Program

Section 1 - Flexitime Purpose

The Union and Management agree to continue the Flexitime Program at NFC. Flexitime working hours give employees some control over their personal and working lives by allowing them to choose, within limits, the working hours which best suit their particular situation. The Union and Management also agree to expand flexitime on a pilot basis as provided in the Appendix. The pilot will be conducted for a period of 6 months. At the end of the 6 month pilot, Management may elect to discontinue, make permanent, or modify the program.

Section 2 - Flexitime Objectives

The objectives of flexitime are to:

- A. allow employees some control of their working lives, and enhance their personal lives,
- B. improve morale and productivity,
- C. improve the efficiency and effectiveness of the NFC, and
- D. relieve traffic congestion.

Section 3 - Policies and Procedures

- A. Employees covered by flexitime must accurately record beginning and ending times of work periods. Any employee found to have falsified timekeeping records for personal gain by another employee, will be subject to disciplinary action, up to and including removal.

- B. Actual time:

Regular time worked is recorded and credited to the minute, beginning with the minute the employee clocks in and ending with the minute the employee clocks out. Regular time does not begin, however, prior to the employee's regular or modified flexitime tour of duty. Overtime begins as scheduled or the minute the employee clocks in when work is to be performed outside the employee's regular or modified tour of duty. In the case of overtime following regular time, the overtime begins the minute the regular tour has been completed.

Overtime is recorded in 15-minute intervals.

Actual Time has no effect on leave charges. Leave is charged in 15-minute increments.

The 15-minute increment of leave starts when the employee clocks out.

C. Tardiness Excusal Policy for Employees

1. This tardiness policy applies to all full-time or part-time employees. Up to 15 minutes of tardiness will be excused with no charge to leave, provided the employee works an equal number of minutes later at the end of the workday. Otherwise, the employee must request leave for the 15-minute period. The employee is not required to give an explanation for occasional tardiness which is to be made up by working later.
2. If an employee is more than 15-minutes late, leave must be requested for the entire tardiness period and a reason must be given for the tardiness. If requested leave is denied, the employee will be so advised in a timely manner.
3. This policy is intended to be of help to employees who are occasionally late for the start of their shift due to bad weather or other unusual circumstances. Employees should make every effort to be on time for the start of their shift. Frequent tardiness will subject an employee to appropriate administrative action.
4. Management agrees that this tardiness policy shall be uniformly and equitably enforced.

D. Types of Flexitime

1. Flexitime at the NFC is an arrangement which allows employees to choose their own starting times on a day-to-day basis, with no advance notice to their supervisor. There are two types of flexitime:
 - a. Regular Flexitime Regular flexitime is explained in Section 5 of this article. Regular flexitime will be used by all employees except those employees listed in item 2. below.

- b. Modified Flexitime Missions could not be accomplished in some NFC organizations if all employees in those organizations had regular flexitime available to them. Where there is a need for employees to interface between shifts, to maintain communication with other governmental facilities over the nation, or to utilize equipment at specified times, flexitime privileges will be restricted to the extent necessary to maintain effective and efficient operations. Employees in the affected areas will, when feasible, be able to participate in some type of flexitime program. A full explanation of the modified flexitime schedules is given in Section 7 of this article.

2. Areas with modified Flexitime

- a. Travel and Transportation Section (see Section 7.A)
- b. Purchase Order Section (see Section 7.B)
- c. Miscellaneous Payments Section (see Section 7.C)
- d. Program Billings and Collections Section (see Section 7.D)
- e. Administrative Billings and Collections Section (see Section 7.E)
- f. Communications and Dispatch Units (see Section 7.G)
- * Motor Vehicle Operators
 - * Mail Clerks
 - * Teletypists
- g. Output Distribution Unit (see Section 7.G)
- h. Microform Processing Units (see Section 7.G)
- i. Reproduction Unit (see Section 7.G)
- j. Data Preparation Units (see Section 7.H)
- k. Payroll/Voucher Control Units (see Section 7.G)

- l. Computer Scheduling Section (see Section 7.I)
- m. Computer Support Operations Section (see Section 7.J)
- n. All Payroll/Personnel Operations Units (see Section 7.K)
- o. Logistics Management Unit (Warehouse) Supply Room employees only (see Section 7.H)
- p. Thrift Savings Plan Operations Branch (see Section 7.N)
 - * TSP Operations Office
 - * Loan Processing Group
 - * Reconciliation Group Section
 - * Accounting and Asset Reporting Section
 - * Participant Counselling Group 1 and 2

Section 4 - Definitions

Basic Work Requirements - the number of hours, excluding overtime hours, which an employee is required to work or is required to account for by leave or otherwise.

Core Time - those hours in each scheduled workday during which all employees must be present for work unless on approved leave or on midshift flexiband.

Flexible Time - those parts of a gliding schedule of working hours during which employees may choose starting time and during which they may leave after having completed an eight (8) hour workday.

Flexitime - a system of work scheduling which divides the workday into two kinds of time--core time and flexible time. The two requirements under any flexitime schedule are:

1. an employee must be at work during core time, unless on approved leave or midshift flexiband, and
2. employees must account for the total number of hours scheduled to work.

Actual Time - a timekeeping system in which credit is given for all regular time worked beginning with the minute the employee clocks in and ending with the minute the employee clocks out. Regular time does not begin prior to the employee's regular or modified flexitime tour of duty.

Gliding Schedule - a flexible schedule under which an employee has a basic work requirement of eight (8) hours each day and forty (40) hours each week, and may select an arrival time each day. That arrival time may change daily as long as it is within the established flexible time band.

Midshift Flexiband (MSF) - that part of a schedule of working hours during which employees may extend their lunch period or attend to personal business without charge to leave.

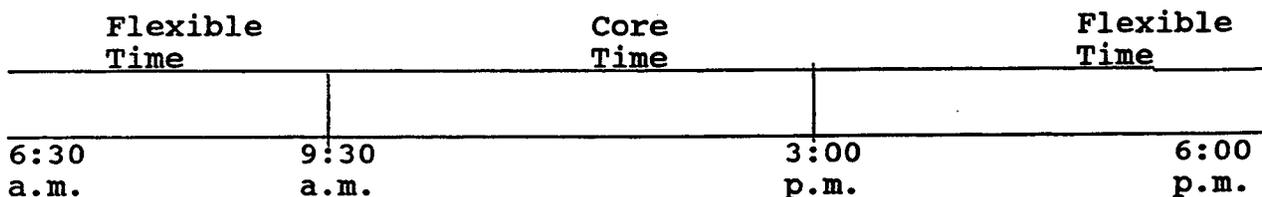
Overtime Hours - all hours of work in excess of eight (8) hours in a day or forty (40) hours in a week which are officially ordered or approved by Management.

Section 5 - Regular Flexitime

- A. Regular flexitime will be used by all employees except those in organizational areas where the requirements of their jobs limit the amount of flexibility available. The excepted sections and units are listed in Section 3.D.2.
- B. The workday under a regular flexitime gliding schedule consists of the hours from 6:30 a.m. to 6:00 p.m. Employees are free to begin their work each day at any time between 6:30 a.m. and 9:30 a.m. The flexible time schedule is extended to include the periods 6:30 a.m. to 9:30 a.m. and 3:00 p.m. to 6:00 p.m. effective with this Agreement for a 6 month trial period, after which time a determination will be made to either discontinue, modify, or make permanent the extension.

Employees then complete their shift after eight (8) hours of work, plus a one-half (1/2) hour non-work lunch period. All regularly scheduled non-overtime workdays must be completed by 6:00 p.m., except when the tardiness excusal policy for occasional tardiness is used. (See Section 3.C.)

This is illustrated in the diagram below:



Employees must be present for work during the core times unless on approved leave or approved midshift flexiband.

Section 6 - Midshift Flexiband

Effective with the Agreement on a 6 month trial basis, the Midshift Flexiband (MSF) is modified and expanded to include any time period, provided 8 hours of work can be accomplished within the flexible time period, that is between 6:30 a.m. to 6:00 p.m. The MSF may not include the employee's beginning or ending times. Approved leave must be taken for absence which includes the beginning or ending time.

- A. Employees may use up to three (3) hours if MSF not including any lunch period. The midshift flexiband must be requested by employees and must be approved by their supervisor before it is used. Time used must be made up during the same workday.
- B. All MSF must be recorded on the time clock. Employees must indicate whether the MSF includes the lunch period.
- C. Full-time employees may utilize the MSF only if 8 hours of work or work and leave can be accomplished within the designated working hours. For example, a full-time employee who clocks in at 8:30 a.m. could use a maximum of 1 hour of MSF, not including the lunch period since further extension would preclude accomplishment of 8 hours of work and 30 minute lunch period before 6:00 p.m.
- D. Employees may request leave for any period adjacent to the MSF.

Section 6 - Modified Flexitime

Flexitime in many organizational areas varies with the work assignments of the different positions. Telephone and teletype operators, for instance, may be required

B-7

to work special modified schedules due to the relationship of their work to other agencies and organizations over the nation. In some situations individual positions may not be able to flex at all.

A. TRAVEL AND TRANSPORTATION SECTION

Employees in this section will be allowed to use the regular flexitime schedule given in Section 5 above, when they are not assigned to telephone inquiry duty. Accounting Technicians handling telephone inquiries will be divided into two (2) groups which will alternate as needed, and will follow the following schedules:

a. Morning Shift #1

Flexible Time	Core Time	Flexible Time
6:30 a.m.	7:45 a.m.	3:00 p.m.
		4:15 p.m.

The workday consists of the hours from 6:30 a.m. to 4:15 p.m. An employee is free to begin his/her work each day between 6:30 a.m. and 7:45 a.m. The employee then completes his/her shift after eight (8) hours of work, plus a one-half (1/2) hour non-work lunch period. The workday must be completed by 4:15 p.m. An employee may use the midshift flexiband as described in Section 6. However, since there is only one and one-fourth (1 1/4) hours of flexible time available at the end of the workday, the non-work period can only be no more than one and one-fourth (1 1/4) hours in length or one and three-fourths (1 3/4) hours including the 30 minute lunch period.

b. Morning Shift #2

Flexible Time	Core Time	Flexible Time
7:45 a.m.	9:00 a.m.	4:15 p.m.
		5:30 p.m.

The workday consists of the hours from 7:45 a.m. to 5:30 p.m. An employee is free to begin his/her work each day between 7:45 a.m. and 9:00 a.m. The employee then completes his/her shift after eight (8) hours of work, plus a one-half (1/2) hour non-work lunch period. The workday must be completed by 5:30 p.m. An employee may use the midshift flexiband as described in Section 6.

However, since there are only one and one-quarter (1 1/4) hours of flexible time available at the end of the workday, the non-work period can be no more than one and one-quarter (1 1/4) hours in length or one and three-quarter (1 3/4) hours including the 30-minute lunch period.

B. PURCHASE ORDER SECTION

Employees in this section will be allowed to use the regular flexitime schedule given in Section 5 above, when they are not assigned to telephone inquiry service. Accounting technicians handling telephone inquiries will be divided into two (2) groups which will alternate as needed and will follow the schedules given in A above.

C. MISCELLANEOUS PAYMENT SECTION

Employees in this section will be allowed to use the regular flexitime schedule given in Section 5 above, when they are not assigned to telephone inquiry service. In the event that the employees' use of flexitime results in an inadequate telephone coverage, accounting technicians handling telephone inquiries will be divided into two (2) groups which will alternate as needed and will follow the schedules given in A above.

D. PROGRAM BILLINGS AND COLLECTIONS SECTION

Employees in this section use the regular flexitime schedule except when assigned to telephone inquiry duties. At such times, the schedule is 7:45 a.m. to 4:15 p.m. However, an employee may use the midshift flexiband as described in Section 6 if adequate telephone coverage can be provided by other inquiry personnel.

E. ADMINISTRATIVE BILLINGS AND COLLECTIONS SECTION

Employees in this section will be allowed to use the regular flexitime schedule given in Section 5 above provided there is adequate coverage for payment processing. In the event that the employees' use of flexitime results in inadequate coverage for balancing/processing/certifying payment schedules, employees responsible for the process will be divided into groups which will alternate on a monthly basis and will follow the schedule shown below:

B-9

Shift # 1

Flexible Time		Core Time		Flexible Time	
6:30 a.m.	8:00 a.m.			3:00 p.m.	4:30 p.m.

Shift # 2

Flexible Time		Core Time		Flexible Time	
8:00 a.m.	9:30 a.m.			4:30 p.m.	6:00 p.m.

G. DISTRIBUTION AND COMMUNICATIONS SECTION

1. Communications and Dispatch Unit

An employee's working hours are determined by the work requirements of the position he/she occupies. Several of the drivers and the teletypists are not able to use flexitime because of their relationship to other agencies and organizations locally and over the nation. The gliding schedules for this unit are:

a. Motor Vehicle Operators

- 1) Two positions have specific assignments that require employees to work a fixed schedule in order to meet the time schedules that exist. These two positions, with their work schedules, are:
 - a) Morning mail pick-up - 5:00 a.m. to 1:30 p.m.
 - b) Mail delivery between the TANO Building and Building 350 is 8:00 a.m. to 4:30 p.m. Shuttle service between buildings is 7:45 a.m. and 4:15 p.m.
- 2) All other drivers use the regular flexitime schedule give in Section 5.

b. Mail Clerks1) Regular Assignment Clerks

Flexible Time		Core Time	Flexible Time	
6:00 a.m.	8:15 a.m.		2:30 p.m.	4:45 p.m.

The workday consists of the hours from 6:00 a.m. to 4:45 p.m. An employee is free to begin his/her work each day between 6:00 a.m. and 8:15 a.m. The employee then completes his/her shift after eight (8) hours of work, plus a one-half (1/2) hour non-work lunch period. The workday must be completed by 4:45 p.m. An employee may use the midshift flexiband as described in Section 6. However, since there are only two and one-quarter (2 1/4) hours of flexible time at the end of the workday, the non-work period can only be extended for up to two and one-quarter (2 1/4) hours in length or two and three-quarters (2 3/4) hours including the 30 minute lunch period.

2) Intra-Office Mail Clerk

Flexible Time		Core Time	Flexible Time	
7:15 a.m.	8:15 a.m.		3:45 p.m.	4:45 p.m.

The workday consists of the hours from 7:15 a.m. to 4:45 p.m. An employee is free to begin his/her work each day between 7:15 a.m. and 8:15 a.m. The employee then completes his/her shift after eight (8) hours of work, plus a one-half (1/2) hour non-work lunch period. The workday must be completed by 4:45 p.m. An employee may use the midshift flexiband as described in Section 6. However, since there is only one (1) hour of flexible time available at the end of the workday, the non-work period can be no more than one (1) hour in length or one and one-half (1 1/2) hours including the 30 minute lunch period.

c. Teletypists

Teletypists have a work schedule starting at 7:45 a.m. and finishing at 4:15 p.m. These hours represent a compromise between the Eastern and Western time zones, and no

flexibility is possible since agencies over the country plan their work to use these times.

d. Weekend Tours

The timing of the tasks performed during Saturday and/or Sunday shifts limits flexibility to the point that flexitime cannot be used.

2. Output Distribution Unit

a. Early Morning Shift

The early morning shift will start at 5:00 a.m. Since the work of other sections and/or units of the NFC depend upon the accomplishment of the work of this shift, no time flexibility is available.

b. Morning Shift

Employees on the morning shift will use regular flexitime as given in Section 5 above. However, a special tour of duty and/or hours of work may need to be assigned to individual employees to cover special needs, priorities, and tasks; such assignments will be rotated among affected employees in as equitable and fair a manner as possible.

c. Weekend Tours

The timing of the tasks to be performed during Saturday and/or Sunday shifts limits time flexibility to the point that flexitime cannot be used.

3. Microform Processing Units

The absolute need for employees in these units to overlap on shifts in order to maintain the continuous operation of the equipment, as well as to communicate possible problems and/or special instructions, limits the amount of time flexibility to fifteen (15) minutes before and fifteen (15) minutes after the beginning of each shift. For this reason, flexitime cannot be used.

4. Reproduction UnitFIRST TOUR

Flexible Time	Core Time	Flexible Time
6:00 a.m.	6:30 a.m.	2:30 p.m.
		3:00 p.m.

The workday consists of the hours from 6:00 a.m. to 3:00 p.m. An employee is free to begin his/her work each day between 6:00 a.m. and 6:30 a.m. The employee then completes his/her shift (tour) after eight (8) hours of work, plus a one-half (1/2) hour non-work lunch period. The workday must be completed by 3:00 p.m. An employee may use the midshift flexiband as described in Section 6. However, since there are only two (2) hours of flexible time at the end of the workday, the non-work period can only be extended for up to two (2) hours in length or two and one-half (2 1/2) hours including the 30 minute lunch period.

SECOND TOUR

Flexible Time	Core Time	Flexible Time
7:45 a.m.	9:00 a.m.	4:15 p.m.
		5:30 p.m.

The workday consists of the hours from 7:45 a.m. to 5:30 p.m. An employee is free to begin his/her work each day between 7:45 a.m. to 9:00 a.m. The employee then completes his/her shift (tour) after eight (8) hours of work, plus a one-half (1/2) hours non-work lunch period. The workday must be completed by 5:30 p.m. An employee may use the midshift flexiband as described in Section 6. However, since there are only one and one-quarter (1 1/4) hours of flexible time at the end of the workday, the non-work period can only be extended for up to one and one-quarter (1 1/4) hours in length or one and three-quarters (1 3/4) hours including the 30 minute lunch period.

H. DOCUMENT PROCESSING AND CONTROL SECTION

1. Data Preparation Units

Employees in the Data Preparation Units will have the following tours of duty:

a. First Tour

Flexible Time	Core Time	Flexible Time
7:00 a.m.	8:00 a.m.	3:30 p.m.
		4:30 p.m.

The workday consists of the hours from 7:00 a.m. to 4:30 p.m. An employee is free to begin his/her work each day between 7:00 a.m. and 8:00 a.m. The employee then completes his/her shift after eight (8) hours of work, plus a one-half (1/2) hour non-work lunch period. The workday must be completed by 4:30 p.m. An employee may use the midshift flexiband as described in Section 6. However, since there is only one (1) hour of flexible time available at the end of the workday, the non-work period can be no more than one (1) hour in length or one and one-half (1 1/2) hours including the 30 minute lunch period.

b. Second Tour

Flexible Time	Core Time	Flexible Time
8:00 a.m.	9:00 a.m.	4:30 p.m.
		5:30 p.m.

The workday consists of the hours from 8:00 a.m. to 5:30 p.m. An employee is free to begin his/her work each day between 8:00 a.m. and 9:00 a.m. The employee then completes his/her shift after eight (8) hours of work, plus a one-half (1/2) hour completed by 5:30 p.m. An employee may use the midshift flexiband as described in Section 6. However, since there is only one (1) hour in length or one and one-half (1 1/2) hours including the 30 minute lunch period.

2. Payroll/Voucher Control Unita. Early Morning Shift

The early morning shift will start at 5:00 a.m. Since the work of the employees in the Administrative Payments Branch depends upon the timely completion of the work of this unit, flexitime cannot be used.

b. Morning Shift

Flexible Time	Core Time	Flexible Time
6:00 a.m.	6:30 a.m.	2:30 p.m.
		3:00 p.m.

The workday consists of the hours from 6:00 a.m. to 3:00 p.m. An employee is free to begin his/her work each day between 6:00 a.m. and 6:30 a.m. The employee then completes his/her shift after eight (8) hours of work, plus a one-half (1/2) hour non-work lunch period. The work must be completed by 3:00 p.m. An employee may use the midshift flexiband as described in Section 6. However, since there is only one-half (1/2) hour of flexible time available at the end of the workday, the non-work period can be no more than one-half (1/2) hour in length or one (1) hour including the 30 minute lunch period.

c. Daytime shift #1

Flexible Time	Core Time	Flexible Time
7:00 a.m.	8:15 a.m.	3:30 p.m.
		4:45 p.m.

The workday consists of the hours from 7:00 a.m. to 4:45 p.m. An employee is free to begin his/her work each day between 7:00 a.m. and 8:15 a.m. The employee then completes his/her shift after eight (8) hours of work, plus a one-half (1/2) hour non-work lunch period. The workday must be completed by 4:45 p.m. An employee may use the midshift flexiband as described in Section 6. However, since there are only one and one-quarter (1 1/4) hours of flexible time at the end of the

workday, the non-work period can only be extended for up to one and one-quarter (1 1/4) hours in length or one and three-quarters (1 3/4) hours including the 30 minute lunch period.

d. Daytime Shift #2

Flexible Time	Core Time	Flexible Time
8:30 a.m.	9:00 a.m.	5:00 p.m.
		5:30 p.m.

The workday consists of the hours from 8:30 a.m. and 5:30 p.m. The employee is free to begin his/her work each day between 8:30 a.m. and 9:00 a.m. The employee then completes his/her shift after eight (8) hours of work, plus a one-half (1/2) hour non-work lunch period. The work must be completed by 5:30 p.m. An employee may use the midshift flexiband as described in Section 6. However, since there is only one-half (1/2) hour of flexible time available at the end of the workday, the non-work period can be no more than one-half (1/2) hour in length or one (1) hour including the 30 minute lunch period.

I. COMPUTER SCHEDULING SECTION

The timing of tasks to be performed and completed by employees in this section, in relation to the work of employees in other sections and/or units of the NFC, limits the amount of time flexibility to fifteen (15) minutes before and fifteen (15) minutes after the beginning of each shift. An individual employee may be allowed to flex on a given day with prior approval of his/her supervisor.

J. COMPUTER SUPPORT OPERATIONS SECTION

The absolute need for employees in this section to overlap on shifts in order to maintain the continuous operation of the computers and related equipment, as well as to communicate possible problems and/or special instructions, limits the amount of time flexibility to fifteen (15) minutes before and fifteen (15) minutes after the beginning of each shift. An individual employee may be allowed to flex on a given day with prior approval of his/her supervisor.

K. ALL PAYROLL/PERSONNEL OPERATIONS UNITS

Employees in these units use the regular flexitime schedule except when assigned to telephone inquiry duties. At such times, the schedule is 7:35 a.m. to 4:05 p.m.

L. SUPPLY ROOM OF LOGISTICS MANAGEMENT UNIT
(Excluding the motor vehicle operator for the Supply Room)

Flexible Time	Core Time	Flexible Time
6:30 a.m.	8:00 a.m. to 3:00 p.m.	4:30 p.m.

The workday consists of the hours from 6:30 a.m. to 4:40 p.m. An employee is free to begin his/her work each day between 6:30 a.m. and 8:00 a.m. The employee then completes his/her shift after eight (8) hours of work, plus a one-half (1/2) hour non-work lunch period. The workday must be completed by 4:30 p.m. An employee may use the midshift flexiband as described in Section 6. However, since there are only one and one-half (1 1/2) hours of flexible time at the end of the workday, the non-work period can only be extended for up to one and one-half (1 1/2) hours in length or two (2) hours including the 30 minute lunch period.

M. NETWORK CONTROL CENTER

The absolute need for employees in this section to overlap shifts in order to maintain the continuous operation of equipment, as well as to communicate possible problems and/or special instructions, limits the amount of time flexibility to fifteen (15) minutes before and fifteen (15) minutes after the beginning of each shift. For this reason, flexitime cannot be used.

N. THRIFT SAVINGS PLAN OPERATIONS BRANCH

1. Thrift Savings Plan Operations Office
2. Accounting and Asset Reporting Section
3. Loan Reprocessing Group
4. Reconciliation Group

B-17

Flexible Time	Core Time	Flexible Time
7:00 a.m.	9:00 a.m.	3:30 p.m.
		5:30 p.m.

The workday consists of the hours from 7:00 a.m. to 5:30 p.m. An employee is free to begin his/her work each day between 7:00 a.m. and 9:00 a.m. The employee then completes his/her shift after (8) hours of work, plus a one-half (1/2) hour non-work lunch period. An employee may use the midshift flexiband as described in Section 6. However, since there are only two (2) hours of flexible time available at the end of the workday, the non-work period can be no more than two (2) hours in length or two and one-half (2 1/2) hours including the 30 minute lunch period.

5. Participant Counselling Group 1 and 2

a. Shift #1

Flexible Time	Core Time	Flexible Time
7:00 a.m.	9:00 a.m.	3:30 p.m.
		5:30 p.m.

The workday consists of the hours from 7:00 a.m. to 5:30 p.m. An employee is free to begin his/her work each day between 7:00 a.m. and 9:00 a.m. The employee then completes his/her shift after eight (8) hours of work, plus a one-half (1/2) hour non-work lunch period. An employee may use the midshift flexiband as described in Section 6. However, since there are only two (2) hours of flexible time available at the end of the workday, the non-work period can be no more than two (2) hours in length or two and one-half (2 1/2) hours including the 30 minute lunch period.

b. Shift #2

Contact representatives on Shift #2 have a work schedule starting at 7:45 a.m. and finishing at 4:15 p.m. These hours are necessary to assure adequate service is provided to participants in both the Eastern and Western time zones, and no flexibility is possible.

6. TSP Operations Office, Account Maintenance Group

Two positions have specific assignments that require employees to work an evening shift in order to meet workload and timeliness requirements. The work schedule for these two positions is:

Flexible Time	Core Time	Flexible Time
7:45 a.m.	9:00 a.m.	4:14 p.m.
		5:30 p.m.

The workday consists of the hours from 2:00 p.m. to 12:30 a.m. An employee is free to begin his/her work each day between 2:00 p.m. and 4:00 p.m. The employee then completes his/her shift after eight (8) hours of work, plus a one-half (1/2) hour non-work lunch period. An employee may use the midshift flexiband as described in Section 6. However, since there are only two (2) hours of flexible time available at the end of the workday, the non-work period can be no more than two (2) hours or two and one-half (2 1/2) hours including the 30 minute lunch period.

Section 8 - Office Hours and Questions.

A. The official office hours of the NFC are 7:45 a.m. to 4:15 p.m. As a minimum, someone must be available to answer telephones during these hours.

B. Questions and Answers about Flexitime.

1. Does Flexitime change the total number of hours an employee is expected to work each day?

No. All full-time employees on a regular schedule work an eight-hour day, five days a week, and include in each workday a one-half (1/2) hour non-work lunch period.

2. I am on regular flexitime. Can I begin work at 6:30 a.m., leave at 8:00 a.m., and come back again at the beginning of my core time?

Yes. You could return to work as late as 11:00 a.m. and complete eight hours of work by 6:00 p.m. with the supervisor's approval.

3. Can I skip my lunch period and leave work 30 minutes early instead?

Employees who are taking leave for the afternoon may work through their normal lunch period, with the approval of their supervisor. Employees working a complete day must take a lunch break.

4. Under flexitime, can I come in at 1:00 p.m. some days and use only three hours of annual leave?

Yes. If you work until 6:00 p.m., you will use only three hours of leave. Of course, annual leave or sick leave for scheduled medical treatment must be approved in advance.

5. What happens if my supervisor calls a meeting outside of core time?

Most office meetings can be scheduled within the 9:30 a.m. and 3:00 p.m. core time. If, under special circumstances, your supervisor does hold a meeting before or after core time, you are expected to attend. However, supervisors and employees are encouraged to work on establishing good communications with each other so that they may see a common need to have a meeting at a particular time.

6. How is overtime figured?

Under flexitime, a supervisor must authorize any employee's work in excess of eight hours in one day. The minimum amount of irregular or occasional overtime is 15, and overtime is payable in multiples of 15 minutes.

7. What happens if the building closes early due to a hurricane or some other reason?

All employees may leave at the time that authorized excused absence begins. For example, if all employees are excused at 2:20 p.m. on a given day, those who began work at 6:30 a.m. would receive one-half (1/2) hour of excused absence, while those who started later would receive more excused absence, depending on what their exact starting time was.

8. Occasionally, I am called to work early on emergency overtime. When this happens, when does my regular eight-hour workday begin? How much overtime will I be paid?

If you are present and on duty at the beginning of the flexible time, then your eight-hour workday begins at that time. Let's say, for example, that

the workday for your section begins at 6:30 a.m. and you began work at 5:30 a.m. due to an emergency.

Your basic eight-hour workday would begin at 6:30 a.m., and you would be paid one (1) hour overtime. The comptroller General has ruled that the two-hour minimum overtime charge for callback overtime does not apply when the unscheduled overtime continues into the regular workday.

9. If I am less than 15 minutes tardy following the beginning of core time, will this be excused if I make it up by working an extra 15 minutes at the end of the day?

Yes, as long as the conditions provided in Section 3.C. are met.

A P P E N D I X C
NFC ALTERNATIVE WORK
SCHEDULE

APPENDIX C

Alternative Work Schedule, 5-4/9

Section 1 - Purpose

The alternative Work Schedule, 5-4/9 (AWS) provides employees an additional benefit in scheduling work time to best meet their professional and personal needs. Most employees are free to choose an AWS. Those wishing to remain on a 10-workday schedule each pay period may do so.

Section 2 - Policies and Procedures

- A. Except as noted in this Appendix, the policies provided in Appendix B, NFC Gliding Flexitime Schedule, apply to AWS.

B. Tours of Duty

Under the 5-4/9 compressed schedule, tours of duty may begin no earlier than 6 a.m., and end no later than 6 p.m. Core time remains 9 a.m. to 3 p.m. Employees who clock in before 6:30 a.m. on 8-hour days must use all time worked before 6:30 a.m. on a midshift flex or must earn overtime for that work period. The 8-hour day must be the same day each pay period. The off-day may be changed each pay period, but must be scheduled in advance of the pay period and documented on the time report. Employees must request changes in writing in advance of the pay period. Changes must be work related and may not be retroactive.

Supervisors may approve employee requests for changes in the off-days or may ask employees to request another day. Decisions will normally be based upon staffing requirements. Unforeseen work changes (travel or training) may necessitate schedule changes.

Supervisors have final responsibility for approval of tours of duty.

- C. BASIC WORKWEEK For full time employees, the basic workweek is 80 hours biweekly worked in 9 days (eight 9-hour days and one 8-hour day). The basic workweek for part-time employees is the number of hours they are

regularly scheduled to work in a workweek. Part-time employees' schedules must include at least one 9-hour day. Employees must clock in no later than 8:30 a.m. on 9-hour days.

D. PREMIUM PAY

1. OVERTIME For both full-time and part-time employees, overtime work is work in excess of 9 hours per day or 80 hours per pay period. Work performed outside an employee's compressed work schedule, and in excess of 9 hours in a day or 80 hours in a biweekly pay period, is overtime work. Employees are entitled to overtime pay for overtime work in accordance with applicable provisions of law.
2. COMPENSATORY TIME OFF Employees may request compensatory time off "in lieu of" overtime pay. Compensatory time off is limited to General Schedule employees and may be used only as a substitute for irregular or occasional overtime work.
3. HOLIDAY PAY Employees who perform non-overtime work on a holiday (or on a day designated as the "in lieu of" holiday) are entitled to basic pay, plus premium pay equal to basic pay for that holiday work, not to exceed 9 hours. Part-time employees are entitled to holiday pay only for work performed during their compressed work schedule on a holiday. A part-time employee is not entitled to holiday premium pay for work performed on a day designated as an "in lieu of" holiday.
4. SUNDAY PAY Full-time employees who perform non-overtime work during a period of service, part of which is performed on a Sunday, are entitled to Sunday pay for the entire period not to exceed 9 hours. A part-time employee is not entitled to Sunday pay.

- E. HOLIDAYS When a full-time employee's off-day falls on a holiday, the following day will be the in-lieu-of holiday, except that the in-lieu-of holiday for a Friday will be the preceding day. Employees are entitled to the hours of pay for the holiday for the amount of time scheduled to be worked (i.e., either 8 or 9 hours).

Part-time employees are only paid on holidays for those hours they are scheduled to work on that day. For part-time employees, no payment of the holiday or "in-lieu-of" holiday is permitted for scheduled off-days.

F. TRAVEL AND TRAINING During training or travel periods in excess of 3 days, employees must return to a standard flexitime schedule for the entire pay period. When training includes an employee's scheduled off-day, one of the following changes in the work schedule is permitted.

1. Change the employee's scheduled non-workday for the pay period.
2. Change the employee's schedule back to five 8-hour days for the pay period.

Current regulations prohibit payment of overtime for training except under very limited circumstances.

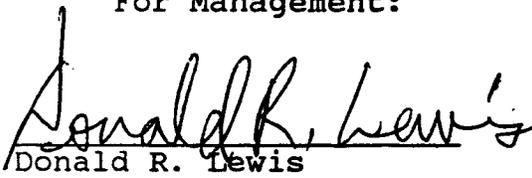
EXECUTION
OF
AGREEMENT

NEGOTIATORS

For the Union:

Albert C. Jones
Union President
Chief Negotiator

For Management:

Donald R. Lewis
Labor Relations Specialist
Chief Negotiator

Executed this

29th

day of

April

1993.

For the Union:

Albert C. Jones, President
Local 2341, AFL-CIO

For Management:

Conrad M. Newsom, Director
National Finance Center, OFM,
USDAAPPROVAL

Approved by the United States Department of Agriculture and

effective on the

25th

day of

May

, 1993.

