

AGREEMENT

BETWEEN THE

SOIL CONSERVATION SERVICE OF ILLINOIS

AND

LOCAL 3356

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

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AGREEMENT
BETWEEN THE
SOIL CONSERVATION SERVICE OF ILLINOIS
AND
LOCAL 3356
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

Preface

1 This Agreement is made and entered into by and between the Soil
2 Conservation Service of Illinois, hereinafter referred to as
3 "Employer", and Local 3356, American Federation of Government Em-
4 ployees, AFL-CIO, hereinafter referred to as "Local 3356". These
5 parties recognize that they have a mutual and cooperative interest
6 to promote and improve the efficient administration of the federal
7 service and the well being of the employees within the meaning of
8 Executive Order 11491, as amended.

9 Both parties to this agreement have the responsibility of conducting
10 their negotiations and consultation in good faith and otherwise in
11 such manner as will further the purpose of Executive Order 11491,
12 as amended. They agree to make every reasonable effort to resolve
13 all differences which arise between them in connection with the
14 administration of this agreement.

ARTICLE I

AUTHORITY

1 This agreement is entered into under the authority granted in
2 Executive Order 11491, as amended. Exclusive recognition was
3 granted to Local 3356 by State Conservationist Howard W. Busch in
4 accordance with a Certification of Representative dated February 28,
5 1973 from the U. S. Department of Labor, Labor-Management Services
6 Administration.

7 In the administration of all matters covered by this agreement,
8 officials and employees are governed by existing or future laws and
9 the regulations of appropriate authorities, including policies set
10 forth in the Federal Personnel Manual; by published agency policies
11 and regulations in existence at the time this agreement was approved;
12 and by subsequently published agency policies and regulations required
13 by law or by regulations of appropriate authorities or authorized by
14 the terms of a controlling agreement at a higher agency level.

ARTICLE 2

COVERAGE

1 The Employer recognizes that Local 3356 is the exclusive represen-
2 tative of all Soil Conservation Service employees in the bargaining
3 unit as defined in Executive Order 11491, as amended.

4 The bargaining unit is described in the Certification of Represen-
5 tative as follows:

6 INCLUDED: All professional and nonprofessional employees, including
7 WAE career, and career conditional employees of the Depart-
8 ment of Agriculture, Soil Conservation Service, State of
9 Illinois.

10 EXCLUDED: All excepted employees, management officials, employees
11 engaged in federal personnel work in other than a purely
12 clerical capacity, and supervisors as defined in Executive
13 Order 11491, as amended.

ARTICLE 3

PURPOSE

1 This agreement sets forth the respective roles and responsibilities
2 of the parties and states the policies, procedures, and methods that
3 provide the working relationships between the parties. The purpose
4 of the Employer and Local 3356 entering into this agreement is:

- 5 1. To identify the parties to the agreement and define their
6 respective roles and responsibilities under the agreement.
- 7 2. To state the policies, procedures, and methods that will
8 govern the working relationships between the Employer and
9 Local 3356.
- 10 3. To insure employee participation in the formulation and
11 implementation of personnel policies, practices, and
12 matters affecting working conditions.
- 13 4. To provide for the highest degree of efficiency and respon-
14 sibility in the accomplishment of the mission of the Employer.
- 15 5. To promote employee-management cooperation.
- 16 6. To facilitate the adjustment of grievances.
- 17 7. To encourage a safe and healthful work environment.

ARTICLE 4

EFFECTIVE DATE AND DURATION OF AGREEMENT

1 The effective date of this agreement shall be the date of approval by
2 the Director of Personnel, U. S. Department of Agriculture. This
3 agreement shall, on its effective date, be the sole agreement between
4 the parties. It shall replace any previous formal or informal agree-
5 ments reached between the parties. It shall be in full force in effect
6 for three (3) years from the effective date. It shall automatically
7 be renewed every three years unless either party gives to the other
8 party written notice of intention to terminate this agreement. Such
9 notice for termination shall be given during a thirty-day period of
10 not more than ninety (90) days nor less than sixty (60) days prior
11 to its expiration date. The notice shall give the reasons for the
12 proposed action and will be promptly acknowledged by the other party.

13 If negotiations have not been completed and approved by the expiration
14 date, the present agreement shall continue in full force and effect
15 until a new agreement is approved for a period not to exceed 90
16 calendar days beyond the expiration date, whichever occurs first.

17 This agreement shall become null and void at any time after the ex-
18 clusive recognition of Local 3356 has been relinquished or rescinded.

19 This agreement may be reopened for negotiations in 1½ years if either
20 party gives the other party written notice of intention to reopen
21 negotiations. Such notice to reopen shall be given during a thirty-
22 day period of not more than ninety (90) days nor less than sixty (60)
23 days prior to 1½ years from effective date of this agreement.

24 The provisions of Section 12 (a), 12 (b), and 12 (c) of Executive
25 Order 11491 as amended, apply to all supplemental, implementing,
26 subsidiary, or informal agreements between the Employer and the
27 Union.

ARTICLE 5

DEFINITIONS

1 It is agreed that the following definitions of work and terms apply
2 in all articles of this agreement:

3 DEPARTMENT - The United States Department of Agriculture (USDA).

4 AGENCY - The USDA, Soil Conservation Service.

5 UNION - Local 3356, AFGE, AFL-CIO.

6 NEGOTIATION - Bargaining on appropriate issues relating to personnel
7 policies and practices affecting the conditions of employment with
8 a view of arriving at a mutually acceptable position.

9 CONSULTATION - Verbal discussion or written communication with repre-
10 sentatives of labor organizations for the purpose of obtaining their
11 views on matters of appropriate concern to employees in the represen-
12 tation unit.

13 CONFER - A mutual discussion of implemented personnel policies, in-
14 cluding programs, practices, and procedures related to working con-
15 ditions of members in the unit. These discussions concern matters
16 which are outside this agreement and are not negotiable as defined

17 in Executive Order 11491, as amended. Such discussions shall entail
18 exploration of the views of Local 3356, with the understanding that
19 the Employer is under no obligation to follow the views, recommenda-
20 tions, or suggestions of Local 3356.

21 PROVIDING INFORMATION - The Employer and Local 3356, keeping each
22 other informed of implemented policies, practices, and matters of
23 mutual interest.

ARTICLE 6

EMPLOYER RIGHTS AND OBLIGATIONS

1 A. Management officials of the agency retain the right, in accor-
2 dance with applicable laws and regulations:

3 (1) To direct employees of the agency;

4 (2) To hire, promote, transfer, assign, and retain employees in
5 positions within the agency, and to suspend, demote, discharge,
6 or take other disciplinary action against employees;

7 (3) To relieve employees from duties because of lack of work or for
8 other legitimate reasons;

9 (4) To maintain efficiency of the government operations entrusted
10 to them;

11 (5) To determine the methods, means and personnel by which opera-
12 tions are to be conducted;

13 (6) To take whatever action may be necessary to carry out the
14 mission of the agency in situations of emergency.

15 B. Employer Obligations

16 The Employer has an obligation to:

17 (1) Consultation Procedures: The Consultation procedure will be con-
18 ducted in an atmosphere which will foster mutual respect and insure

19 that the concerns of the employees, as expressed by the Union, are
20 taken into consideration, in the changing of personnel policies and
21 practices affecting the conditions of employment of employees in the
22 Unit.

23 a. The Employer will advise the Union of any such proposed
24 changes.

25 b. The Employer will allow the Union up to within eight (8)
26 work days to submit its views in writing on such proposed
27 changes.

28 c. Either party may request a meeting to discuss any such pro-
29 posed changes. The Employer and Union shall each designate
30 not more than two (2) participants for such meetings.

31 d. If, after the consultation procedure, the Union desires to
32 enter into formal negotiations on such proposed changes,
33 they shall so notify the Employer in writing within five
34 (5) work days. In such cases the negotiation procedure
35 in the Memorandum of Understanding covering this agree-
36 ment will be utilized.

37 e. In the event that the Employer deems it necessary they may
38 implement such proposed changes after the conclusion of the
39 consultation procedure and prior to the negotiation process.

40 (2) Consult and confer with Local 3356, when mutually agreed, on
41 appropriate matters and problems as they arise. The time and place
42 for meetings will be by mutual agreement.

43 (3) Place Local 3356 on the distribution schedule to receive one
44 copy of each of the following Employer publications that are received
45 by all employees and/or all offices:

- 46 a. Administrative Services advisories
- 47 b. Personnel advisories
- 48 c. Budget and Finance advisories
- 49 d. Civil Rights advisories
- 50 e. Emergency and Disaster Relief advisories
- 51 f. Information advisories
- 52 g. Revisions to Washington and State Personnel Memorandums

53 C. Provide Local 3356 with a quarterly printout of the Position
54 Organization listing.

ARTICLE 7

LOCAL 3356 RIGHTS AND OBLIGATIONS

1 Local 3356 has the exclusive right to represent all employees of
2 the bargaining unit on consultations and negotiations with the
3 Employer within the limits provided by this agreement and Executive
4 Order 11491, as amended. As a condition of this right and exclusive
5 recognition, Local 3356 accepts responsibility for and agrees to
6 represent in good faith the interests of all employees of the bargaining
7 unit without discrimination and without regard to membership in the
8 union.

9 Local 3356 shall participate in employee grievances to the extent
10 outlined in the grievance procedure of this agreement and in accordance
11 with applicable laws, directives, and regulations.

12 Local 3356 shall be represented on such appropriate committees or
13 task groups established for the purpose of considering matters affecting
14 working conditions that pertain to personnel policies or practices.

15 While the propriety of committee purposes, authority, and membership
16 is the responsibility of the State Conservationist, it is agreed that
17 Local 3356 shall be entitled to a representative on the following
18 standing committees: Local 3356 will submit three names, one of which
19 will be selected as the representative by the State Conservationist.

- 20 (a) State Training Committee
- 21 (b) State Safety Committee
- 22 (c) Accident Review Committee (100 mile radius of the
23 Champaign office)
- 24 (d) Equipment Needs Committee (100 mile radius of the
25 Champaign office)
- 26 (e) Reports and Forms Management Committee

27 Management officials will inform Local 3356 of the nature of these
28 committees and will allow time for preparation and participation.

29 Management officials will inform Local 3356 of other permanent committees
30 to be formed.

31 Local 3356 agrees to place the Employer on distribution of the Local
32 3356 Newsletter -- 10 copies.

33 Local 3356 will provide the Employer, in writing, and maintain on
34 a current basis, a complete listing of all officers, stewards, and
35 designated representatives.

36 Solicitation of memberships, collection of dues, election of officers,
37 and conduct of other internal Local 3356 business shall be performed
38 during non-duty hours.

39 Time and Attendance Reports, AD-320, will be posted in accordance
40 with instructions issued by the Employer to reflect activities of
41 Local 3356 officers and designated representatives for activities
42 as stated in this agreement.

ARTICLE 8

EMPLOYEE RIGHTS

1 A. Nothing in the agreement shall require an employee to become or
2 to remain a member of a labor organization, or to pay money to the
3 organization, except pursuant to a voluntary, written authorization
4 by a member for the payment of dues through payroll deductions.

5 B. Employees have the right to representation for grievances with
6 the Employer as prescribed in Article 15. Employees also have the
7 right, regardless of Local 3356 membership, to bring personal matters
8 to the attention of appropriate officials in accordance with applicable
9 laws, rules, regulations, and policies.

10 C. All employees shall have and shall be protected in the exercise
11 of the right freely and without fear of penalty or reprisal to form,
12 join, and assist any labor organization or to refrain from any such
13 activity.

ARTICLE 9

JOINT EMPLOYER-LOCAL 3356 COOPERATION

1 The Employer and Local 3356 agree to establish a Joint Labor-Manage-
2 ment Cooperative Improvement Committee consisting of three (3) members
3 from each party. Each party shall select their members. The arrange-
4 ments, agenda and attendance for these meetings will be worked out
5 by mutual agreement. Transportation and per diem expenses of the
6 meeting will be borne by the Employer. Participating employees will
7 be in official duty status according to applicable regulations.

8 It will meet semiannually by mutual agreement, usually during the
9 months of April and October, at a location designated by the State
10 Conservationist. Each party will determine the items they want
11 placed on the agenda for discussion. Local 3356 will send its items
12 to management who will prepare an agenda. A copy will be made avail-
13 able for each participant.

14 The committee shall consider such matters as: (a) the interpreta-
15 tion and application of this agreement; (b) the identification and/or
16 establishment of methods for correction of conditions causing grievances
17 and misunderstandings; (c) the encouragement of good relations between
18 employees and supervisors; (d) the promotion of education, training,
19 health and safety; (e) the interpretation and application of existing

20 laws, rules, regulations, and policies; (f) the strengthening of
21 employee morale; (g) the promotion of the Equal Employment Opportunity
22 Program; (h) conservation of materials; (i) the conducting of special
23 campaigns and approved fund raising drives; and (j) the improvement
24 of working conditions. However, it is agreed that individual grievances
25 will not be taken up during committee meetings.

ARTICLE 10

STEWARDS' ACTIVITIES

1 The Stewards and supervisors are responsible for maintaining effective
2 relationships with the employees as pertains to settling grievances.

3 Local 3356 will appoint a Steward for the State Office and one for
4 each of the seven administrative areas in Illinois as available.

5 Local 3356 will furnish the Employer a list of designated Stewards.

6 Stewards shall be appointed and serve as the representatives of

7 Local 3356 within the administrative area in which they are officially
8 located. No Steward will serve outside his administrative area

9 except the Chief Steward or his designee who will serve in those

10 areas where Local 3356 does not have a Steward. The Chief Steward

11 will be assigned to one of these areas. For the purpose of this

12 agreement, the administrative area is shown on the current organiza-

13 tion map. Time and Attendance Reports, AD-320, will be posted to

14 reflect official time activities of Stewards.

ARTICLE 11

LEAVE FOR UNION ASSIGNMENTS

1 An effort will be made to grant the request of employees for annual
2 leave or leave without pay for the purpose of accomplishing Local
3 3356 internal business. The consideration of such leave will be
4 based on administrative regulations, policies, and work requirements.
5 Such leave will be requested in the normal manner from the employee's
6 immediate supervisor.

ARTICLE 12

USE OF OFFICIAL FACILITIES

1 BULLETIN BOARDS - Local 3356 shall be allowed the use of existing
2 official bulletin boards in all field offices, area offices, and
3 the Champaign office for the posting of notices regarding meetings
4 and notices necessary for labor agreement administration. The space
5 provided will be located in the upper right-hand, one-sixth (1/6th)
6 portion of the bulletin board. Items posted must not advertise or
7 imply official sponsorship or endorsement of a commercial firm or
8 product; relate to any partisan political matters; violate any law
9 or security of SCS; attack or reflect on the integrity, motives,
10 or policies of any individual, another employee organization, or any
11 government agency, official or the federal government. The Employer
12 retains the right to determine that items posted meet the require-
13 ments as listed above and may require the removal of any such
14 literature not meeting the requirements as listed above. It will be
15 the responsibility of Local 3356 to post to and maintain their assigned
16 portion.

17 MEETING TIME AND PLACE - SCS area and field office space may be
18 used for Local 3356 meeting outside of established working hours.
19 The holding of such meetings shall be contingent upon approval by

20 supervisor in charge. Local 3356 meetings must not interfere with
21 normal SCS activities and should normally be requested at least ten
22 (10) working days in advance of each meeting.

23 Local 3356 assumes full liability for any room they use and its
24 contents.

25 Local 3356, its members, officers, or Stewards shall not be permitted
26 the use of any SCS-owned or leased equipment or facilities other than
27 stated herein.

ARTICLE 13

TRAINING SESSIONS SPONSORED BY AFGE

1 Official time may be granted to officers or Stewards, not to exceed
2 two (2) employees per year, for the purpose of attending AFGE sponsored
3 training sessions in employee management relations, in accordance with
4 the following:

5 (a) Official time for this purpose will not exceed eight (8)
6 hours per person during any calendar year.

7 (b) Training sessions will be for the purpose of orienting and
8 briefing officers or representatives on matters within the scope
9 of E.O. 11491, as amended, and of mutual concern to the Employer
10 and the employee in his capacity as a Local 3356 representative.

11 (c) Employees who are authorized under this article to attend
12 such training programs will submit requests for official time
13 in writing to their supervisor, with a copy to the State Con-
14 servationist ten (10) work days in advance. The request will
15 contain a statement as to the purpose of the official time and
16 the content of the program on which training is to be given.

17 (d) Within the above guidelines, supervisors will authorize
18 such official time unless the work program will not permit.

ARTICLE 14

CAREER PROGRAM

1 NATIONAL VACANCY ANNOUNCEMENTS - Vacancy announcements received from
2 the USDA or from other states when they are extending the area of
3 consideration will be posted in all offices where employees who meet
4 the minimum qualification requirement are headquartered.

5 ANNOUNCEMENTS - Personnel actions in Illinois will be reported in
6 the monthly "Current Developments" newsletter.

7 A notification of budgeted vacant positions will be issued to all
8 offices by advisory notice on a monthly or more frequent basis as
9 needed, except entrance level positions and positions filled by
10 progressive promotions.

11 MERIT PROMOTION PLAN - Any changes in the Merit Promotion Plan,
12 except those required by higher authority, will be by mutual agree-
13 ment.

14 ANNUAL REVIEW - Operation of these procedures is to be reviewed
15 annually to determine whether it is being used properly and effectively,

16 or whether it needs amending or improving or whether steps are
17 needed to insure better operation and understanding. This review
18 will be conducted jointly by a representative of the Employer and
19 a representative of Local 3356.

ARTICLE 15

GRIEVANCE PROCEDURE

1 PURPOSE - To provide for a mutually acceptable method for the prompt
2 and equitable settlement of greivances over the interpretation or
3 application of this agreement. This negotiated procedure shall be the
4 exclusive procedure available to the parties to this agreement and
5 the employees in the bargaining unit for resolving such grievances.

6 DEFINITION - For the purpose of this agreement, a grievance is defined
7 as a matter of concern or dissatisfaction by an employee, group of
8 employees, or Local 3356 arising under or relating to the specific
9 items covered by this agreement.

10 POLICY - Matters of concern or dissatisfaction regarding items out-
11 side this agreement shall be handled by the grievance and/or appeals
12 procedures established by the respective appropriate authorities.

13 The employee is entitled to request Local 3356 representation at any
14 stage of the negotiated grievance procedure. No other representation
15 in a grievance over an item covered by this agreement shall be allowed.
16 However, the employee is free to pursue the resolution of his own
17 grievance with management consistent with the terms of this agreement,

18 Local 3356 shall have the opportunity to have an observer present
19 on official time at the time of the resolution.

20 Most grievances arise from misunderstandings or disputes which can
21 be settled promptly and satisfactorily on an informal basis at the
22 immediate supervisory level. The Employer and Local 3356 agree that
23 every effort will be made by management and the aggrieved party(s)
24 to settle grievances at the lowest possible level. Inasmuch as dis-
25 satisfactions and disagreements arise occasionally among people in
26 any work situation, the filing of a grievance shall not be construed
27 as reflecting unfavorably on an employee's good standing, his per-
28 formance, or his loyalty or desirability to the Soil Conservation
29 Service.

30 Stewards who are requested by employees to represent them in a
31 grievance over the interpretation or application of this agreement
32 shall for each meeting: (1) request official time from their
33 immediate supervisor; (2) arrange such meeting time with the employee
34 and his supervisor so it will not interfere with assigned work; (3)
35 notify his supervisor when he is leaving his immediate work area to
36 perform his duties as a Steward; and (4) notify his supervisor
37 immediately upon his return to his official work area.

38 If required, supervisors will authorize the representatives, normally
39 eight (8) hours of official time including travel time to discuss,

40 prepare, and present the grievance. Representatives so designated
41 by Local 3356 will normally be selected so that accessibility to
42 the grieving employee and the level of management attempting to
43 resolve the grievance shall not be unduly hindered or cause undue
44 hardships on the performance of their assigned Soil Conservation
45 Service duties.

46 Step 1. The grievance shall first be taken up orally by the con-
47 cerned employee and his representative if one has been requested with
48 the immediate supervisor in an attempt to settle the matter.
49 Grievances must be presented within ten (10) working days from the
50 date the employee became aware of the act or occurrence causing
51 the grievance.

52 Step 2. If the matter is not satisfactorily settled between the
53 employee and his immediate supervisor, the employee may, within
54 five (5) working days, submit the grievance in writing to the next
55 level of management. Within five (5) working days after receipt
56 of the grievance, appropriate management officials will meet with
57 the employee and his representative if one has been requested.
58 Management shall give the employee and his representative, if one
59 has been requested, a written answer within five (5) working days
60 after the meeting.

61 Step 3. If the grievance is not settled at this level of management,
62 the employee may within ten (10) working days forward the grievance
63 to the State Conservationist for further consideration. The State
64 Conservationist, upon receipt of the grievance, will review and/or
65 consult with the appropriate management official, the employee and
66 his representative if one has been requested. The State Conserva-
67 tionist will give the employee and his representative his written
68 answer within ten (10) working days after receipt of the grievance.

69 Step 4. If the resolution is not achieved, the State Conservationist
70 shall refer the grievance to the Administrator, Soil Conservation
71 Service, who shall be the Deciding Official for all grievances filed
72 under Step 4.

73 When a grievance is filed with the Administrator, he shall review and
74 attempt to resolve the matter and give his written answer within twenty
75 (20) calendar days to all parties involved.

76 Step 5. If the grievance is not satisfactorily resolved at Step 4,
77 Local 3356 or the Employer may refer the matter to arbitration and
78 in accordance with Article 16.

79 LOCAL 3356 PROCEDURE

80 If Local 3356 has any grievances over the interpretation or applica-
81 tion of this agreement, they may be submitted in writing directly to the

82 State Conservationist by the Local 3356 President (or his designee).
83 The State Conservationist or his representative and the Local 3356
84 President will meet within five (5) working days after receipt of the
85 grievance to discuss the grievance. The State Conservationist shall
86 give the Local 3356 President his written answer within ten (10)
87 working days after the meeting. Local 3356, shall in writing within
88 ten (10) working days after receipt of the written answer from the
89 State Conservationist, accept or reject as appropriate, the resolu-
90 tion of the grievance. If rejected, Local 3356 shall state the reasons
91 for rejection.

92 If the resolution is not achieved, the State Conservationist shall
93 refer the matter to the Administrator, Soil Conservation Service.
94 He shall review and attempt to resolve the matter and give his written
95 answer within twenty (20) calendar days to all parties involved.
96 Local 3356 shall, in writing within twenty (20) calendar days after
97 receipt of the written answer from the Administrator of the Soil Con-
98 servation Service, accept or reject as appropriate, the resolution
99 of the grievance.

100 If the matter is not settled by this method, Local 3356 may refer
101 the matter to arbitration in accordance with Article 16.

ARTICLE 16

ARBITRATION

1 CONDITIONS FOR INVOKING ARBITRATION

2 Arbitration may only be invoked by the Employer or Local 3356 under
3 the following conditions and stipulations:

4 1. Arbitration of a grievance may extend only to the inter-
5 pretation or application of this agreement.

6 2. The cost of the arbitration shall be borne equally by
7 the parties.

8 3. The arbitrator's award shall be binding on the parties.

9 However, either party may file exceptions to an award
10 with the Federal Labor Relations Council under regulations
11 prescribed by the Council.

12 PROCEDURES

13 To invoke arbitration, the Employer and Local 3356 shall request
14 the Federal Mediation and Conciliation Service within thirty (30)
15 calendar days of the last offer of the Administrator to resolve
16 the grievance to furnish the parties a list of five (5) names
17 qualified to act as arbitrators. The Employer and Local 3356 shall
18 meet within five (5) working days after receipt of such list. If
19 they cannot mutually agree upon one of the listed arbitrators, then

20 the Employer and Local 3356 will each strike one arbitrator's name
21 from the list of five and shall then repeat this procedure. The
22 remaining name shall be the duly selected arbitrator.

23 ARBITRATION HEARING

24 The arbitration hearing will be held, if possible, in the Illinois
25 State Office during the regular duty hours of a regular work week.
26 All necessary participants involved in the hearing shall be in official
27 duty status.

28 ARBITRATOR'S DECISION

29 The arbitrator will be requested to render the decision to both
30 parties as quickly as possible.

ARTICLE 17

DISCIPLINARY ACTION

1 The Employer has responsibility for initiating and effecting disci-
2 plinary actions. Such actions will be administered in accordance
3 with applicable rules and regulations. The Employer may conduct a
4 formal discussion with the employee and his or her representative,
5 if one has been requested, prior to issuing the letter of charges.
6 If a written or sworn statement is to be taken from an employee which
7 may lead to a disciplinary action he will be advised of his right
8 to be represented by Local 3356.

9 The employee may appeal any disciplinary action through the procedure
10 available to him in accordance with Chapter 771 of the FPM and DPM.
11 In any meeting or conference relating to an appeal of a disciplinary
12 action, any employee may represent himself or select a representative
13 of their own choosing.

ARTICLE 18

EQUAL EMPLOYMENT OPPORTUNITY

1 Management shall not act in any way as to discriminate against an
2 individual regarding employment or conditions of employment because
3 of the individual's race, color, religion, sex, national origin,
4 physical handicap or age.

5 Policy shall be in strict adherence to both the letter and the spirit
6 of the EEO Act, the Age In Discrimination Act, and all other regula-
7 tions affecting such.

8 Local 3356 will submit three names, one of which will be selected
9 as the representative by the State Conservationist, to serve on
10 the Illinois EEO Advisory Committee.

ARTICLE 19

DUES WITHHOLDING

1 Voluntary allotments of eligible employees for the payment of dues
2 to AFGE Local 3356 shall be authorized and processed in accordance
3 with the attached Memorandum of Understanding between the Department
4 of Agriculture and the American Federation of Government Employees.

5 Local 3356 shall assume responsibility for the immediate cancellation
6 of allotments for those employees when:

- 7 1. The employee ceases to be a member in good standing
8 of Local 3356.
- 9 2. The employee is promoted or reassigned to supervisory
10 or management position outside the unit.

ARTICLE 20

DISTRIBUTION

1 A copy of this agreement shall be provided by the Employer to each
2 employee in the unit. Ten (10) copies will be furnished to Local
3 3356. The Employer shall furnish each new employee a copy of this agree-
4 ment upon entrance on duty. Cost of copies will be borne by the
5 Employer.

APPROVAL

In witness whereof the parties hereto have caused this agreement
for Labor-Management Relations to be executed on this 18th
day of October 1976.

Robert L. Eddleman Acting
Daniel E. Holmes
State Conservationist,
for Employer

Francis G. Smalley
Francis G. Smalley
President, Local 3356
for Local 3356

9-16-76

Date

9-14-76

Date

Norman A. Berg
R. M. Davis, Administrator
Soil Conservation Service
U. S. Department of Agriculture

SEP 28 1976

Date

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 the rules and regulations issued by the U.S. Civil Service Commission (5 CFR 550.301 - 550.309) and USDA and will be modified as necessary by any future amendments to said rules and regulations.

II. Because AFGE has substantial membership and a substantial number of Exclusive Recognitions within USDA, the USDA will permit any employee of the USDA who is a member of the AFGE and included within a bargaining unit for which AFGE has Exclusive Recognition to make a voluntary allotment for the payment of dues to the AFGE and will recover the established fee for making the deductions. Such deductions shall begin after certification by the Department of Labor, if necessary, and upon appropriate request by the Local or National Office of the AFGE. The parties agree that normally all negotiations should be concluded, and a collective bargaining agreement entered into within one year of the date of certification by the Department of Labor. In order to achieve this goal, the parties agree to encourage and use all good faith efforts to ensure that negotiations occur on a timely basis and that good faith efforts will be made to resolve any dispute or impasse that may occur during the course of the negotiations. This memorandum shall be made a part of every Local agreement and shall be the only authorized method of obtaining dues withholding.

III. The individual employee of the USDA who is a member of the AFGE and included within an exclusive unit shall obtain his 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 involved for certification of eligibility for dues withholding and for transmittal to the appropriate payroll office. 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.

IV. 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 two sets of listings in duplicate, one for each pay period, segregated 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 amount due the Local. Each list 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 employees shall be designated with an appropriate explanatory term.

IVa. In lieu of the listings provided for in Section IV of this agreement, USDA agrees to provide the National Office of the AFGE a computer tape in a format to be agreed upon at such time as AFGE has the facilities to process tapes, and USDA is given two months notice.

V. 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 be made in any period of twelve consecutive months for a given Local.

Va. The fee for making the deduction will be \$.02 per deduction and it is agreed that the USDA payroll office will deduct \$.02 per deduction from the total amount deducted and that the remainder will be the amount of the check which will be remitted to the AFGE.

VI. The payroll office of the USDA will terminate an allotment

- (1) as of the beginning of the first full pay period following receipt of notice that exclusive recognition has been withdrawn;
- (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) at the beginning of the first full pay period after March 1 or September 1, whichever ever occurs first, after the receipt of the employee member's written revocation of his allotment.

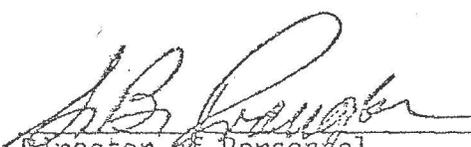
VII. The Financial Officer of the AFGE Local to which the employee belongs will notify the USDA payroll office within five working days after the employee ceases to be a member in good standing of the AFGE.

VIII. Any written revocation of an allotment authorization received by the Local to which the employee belongs will be sent within three days after it is received to the appropriate USDA payroll office.

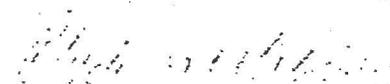
IX. The USDA payroll office will send to the National Financial Officer of the AFGE a copy of each written revocation of an authorization which it receives.

X. Deductions under this agreement shall be made beginning with the pay period starting February 1, 1976. This agreement shall terminate two years from the above date unless continuation is mutually agreed on by the parties. If this agreement between the parties at the national level terminates then or at any other time, a "grace period" not to exceed six months shall begin. This period will allow six months' coverage under the national agreement.

Agreed to and signed in Washington, D.C., on this the 23rd day of January, 1976.



Director of Personnel
Department of Agriculture



National President
American Federation of Government
Employees