

FILE



**Agreement between the
National Cartography and Geospatial Center,
National Employee Development Center,
National Design, Construction
and Soil Mechanics Center,
National Business Management Center
and
American Federation of Government Employees,
(A.F.G.E) Local 3839**

**Fort Worth, Texas
2001**

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PREAMBLE

This Agreement is made and entered into by and between the National Cartography and Geospatial Center, National Employee Development Center, National Design, Construction and Soil Mechanics Center, and National Business Management Center, Natural Resources Conservation Service, Fort Worth, Texas, hereinafter referred to as "Employer," and American Federation of Government Employees (AFGE) Local 3839, AFL-CIO, hereinafter referred to as "the Union," within the meaning of Title VII of the Civil Service Reform Act of 1978 (PL 95-454).

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 high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; 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 participant 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 here to as follow:

ARTICLE I
RECOGNITION AND UNIT DETERMINATION

Section 1. The Employer hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit as defined below. The Union recognizes its responsibility of representing the interests of all such employees without discrimination and without regard to union membership with respect to personnel policies and matters affecting their general working conditions, subject to the express limitations set forth elsewhere in this agreement.

Section 2. Exclusive recognition was granted to the Union AFL-CIO, in accordance with a Certification of Representation dated May 22, 1980, from the Federal Labor Relations Authority.

Section 3. The Union is the exclusive representative of all Natural Resources Conservation Service employees in the bargaining unit.

The following employees comprise the bargaining unit:

"All nonprofessional employees employed by the USDA, Natural Resources Conservation Service, Fort Worth, Texas, covered in the Preamble."

Excluded are:

"Professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6), and (7)."

ARTICLE II
PURPOSE

Section 1. The Employer and the Union desire to enter into a Labor-Management Agreement, which will have for its purposes, among others, the following: (1) to promote fair and reasonable working conditions; (2) to promote programs designed to aid the employees in achieving their acknowledged and recognized objectives; (3) to promote the highest degree of morale and responsibility at the NRCS Fort Worth, Texas, location; (4) to adjust promptly all differences arising between them related to matters covered by this Labor-Management Agreement; (5) to promote systematic employee-management cooperation between the Employer and its employees; and (6) to provide a safe and healthful work environment.

Section 2. The Employer and the Union agree to make every reasonable effort to resolve all differences which arise between them in connection with the administration of the agreement.

ARTICLE III
MATTERS APPROPRIATE FOR NEGOTIATIONS

Section 1. The Employer agrees to meet and negotiate as provided by PL 95-454, Title VII, on any changes to personnel policies and practices and working conditions not covered by this agreement or changes mandated by higher agency authority.

Section 2. During negotiations on changes, the Union may file a petition for review with the FLRA in response to the Employer's assertion of non-negotiability of any Union proposals in accordance with law and regulations. A copy of any petition made by the Union will be furnished to the Employer.

Section 3. Where the parties mutually agree to any changes in this agreement they shall execute a joint document which will amend an Article(s) of this agreement. The amendment shall be approved and executed in the same manner as the original agreement.

Section 4. All impasses in negotiations will be resolved in accordance with the impasse procedure of this agreement.

Section 5. It is understood and agreed that any changes in personnel policies and practices and matters affecting working conditions of employees in the unit can only be made using the procedures as specified in Sections 1 and 6 of this Article.

Section 6. The Employer agrees to notify the Union in writing when feasible prior to implementation of any changes in personnel policies, practices and working conditions. The Union agrees to respond as soon as possible, and in the absence of a response within 10 work days, the Employer may assume complete agreement with the proposals and proceed with implementation. This time limit will be extended upon mutual consent. If negotiations are requested, they will begin within 20 work days, unless extended by mutual consent, after the date the negotiations are requested. If negotiations are requested by the Union, the Employer will maintain status quo until the matter is resolved to the extent required by law or regulation. Official time will be granted to the Union to conduct negotiations. The negotiating team shall not exceed four and one observer from each party.

ARTICLE IV
EMPLOYER RIGHTS AND RESPONSIBILITIES

Section 1. The Employer retains the right in accordance with applicable law and regulations:

- (a) To determine the mission, budget, organization, number of employees, and internal security practices of the Employer;
- (b) In accordance with applicable laws
 - (1) To hire, assign, direct, layoff, and retain employees of the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - (2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

- (3) With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source;
- (4) To take whatever action may be necessary to carry out the agency mission during emergencies.

Section 2. In the administration of all matters covered by the agreement, officials and employees are governed by existing or future laws and the regulations of appropriate higher authorities, including policies issued by the Office of Personnel Management (OPM); by published agency policies and regulations in existence at the time the agreement was approved. Subsequently published agency policies and regulations required by law or by the regulations of appropriate higher authorities shall be subject to Impact and Implementation Bargaining, including appropriate arrangements in accordance with Article III, Section 1.

Section 3. The provisions of this agreement shall govern provided they do not conflict with policies issued by OPM or published agency policies or regulations issued at levels above the Employer level on the effective date of this agreement.

Section 4. When Nationally declared or weather-related emergency procedures are invoked, the Union will be notified as soon as conditions permit, and the Employer will inform the Union of the circumstances causing the emergency and its expected duration. In an emergency, the Employer will give due regard to the welfare of the employees, and to the maximum extent possible will abide by the terms of this agreement.

Section 5. Prior to the Employer circulating questionnaires or similar devices to employees, the Employer will notify the Union and provide details. Upon request, the Employer agrees to consult or negotiate as appropriate in accordance with PL 95-454 on the matter. Employees will not be required to sign the form. Employer agrees not to develop, participate, and/or circulate any document or public statement referencing the Union, Bargaining Unit, or other employee group or organization in a disparaging or partisan manner.

ARTICLE V
EMPLOYEE RIGHTS

Section 1. The Employer and the Union agree that employees shall have and shall be protected in the exercise of their rights, freely and without fear of penalty or reprisal, to form, join and assist the Union or to refrain from any such activity. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of and acting for the Union in the capacity of an organization representative, including presentation of its views to officials of the Executive branch, the Congress, or other appropriate authority. The Employer shall take such action, consistent with law or with directives from higher authority, as may be required, to assure the employees are apprised of the rights described in this article, and that no interference, restraint, coercion, or discrimination is practiced or condoned by Employer to encourage or discourage membership in the Union.

Section 2. Employees have the right to bring personal matters to the attention of the immediate supervisor. The employee may be represented by a union official. It is understood that this paragraph applies only to meetings initiated by the employees.

Section 3. Nothing in the agreement shall require an employee to become or to 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 the payment of dues through payroll deduction.

ARTICLE VI UNION REPRESENTATION AND OFFICIAL TIME

Section 1. The Employer agrees to recognize AFGE officials and the Union officers and stewards designated by the Union.

Section 2. Union officers and stewards will be recognized by the Employer upon written notification by the Union to the Employer. The Union agrees to furnish the Employer a list of employees designated to serve as the Union representatives with appropriate telephone extensions. The Union further agrees to keep this listing current.

Section 3. Any national representative may be admitted to the premises for the purpose of conferring with the Union officers and/or stewards on matters relating to the contractual relationship existing between the Union and the Employer. In any event the national representative shall on arrival at the Employer's premises clear through the Administrative Officer or their designee.

Section 4. The stewards' normal functions are handling complaints and grievances, attending formal meetings and discussions, and consulting with the Employer.

Section 5. An adequate number of stewards shall be designated by the Union so that each employee in the unit shall have reasonable access to one. The number of stewards will not exceed one (1) for every twenty (20) employees in the bargaining unit. Stewards will normally serve in the area in which they are assigned. The stewards may receive, investigate and process grievances/complaints on government property.

Section 6. A reasonable amount of official time shall be granted to stewards and officers of the Union, while otherwise in a duty status, for the purpose of conducting their representative duties as authorized by this agreement in Section 4. However, official time for the preparation of grievances is limited to Steps 1 through 3 of the negotiated grievance procedure. The Union agrees to guard against the use of excessive official duty time. Official time used should be documented on time sheets.

Section 7. The Union designated representative who desires to use official time to perform official representational union business will check with his/her supervisor involved before meeting. He/she is to state the nature of the business to be transacted and the approximate time that will be needed. Permission will be granted by the supervisor except for cause. If such permission is delayed, the supervisor will immediately give the reasons for this delay. In any situation in which management postpones the use of official time all time limits shall automatically be extended for a time equal to the length of the Employer imposed delay.

Section 8. Official time will be granted to officers or stewards for the purpose of attending Union sponsored training sessions in employee-management relations, in accordance with the following:

- (a) Official time for this purpose will not exceed a total of one hundred twenty (120) hours for any calendar year. Official time used should be documented on time sheets.
- (b) Training sessions will be for the purpose of training the officers and stewards on matters within the scope of Title VII of the Civil Service Reform Act, and of mutual concern to the Employer and the employee in his/her capacity as the Union representative.
- (c) Union officials who are authorized under this article to attend such training programs will make their requests for official time in writing through official channels to the Director, National Business Management Center, normally ten (10) working days in advance. The request will contain a copy of the agenda and statement relating to mutual concern.
- (d) Within the above guidelines, the Director will authorize the request except for cause.
- (e) Initial steward training may be conducted on agency facilities and on official time, up to four (4) hours within six (6) months after appointment.

Section 9. There shall be no restraint, interference, coercion, or discrimination against the Union official because of the performance of his union duties.

Section 10. In cases of investigations and when the bargaining unit member believes it could lead to disciplinary action, he/she has the right to Union representation upon request. When an employee declares he has a grievance he will be entitled to union representation.

Section 11. Solicitation of union membership, collection of dues from bargaining unit members and other internal union business are prohibited during working time. These activities are also prohibited during non-duty hours if conducted in a work area and would interfere with production.

ARTICLE VII PUBLICITY

Section 1. Union bulletin boards will be provided in designated work areas for the display of union literature, correspondence, notices, etc. The Union is responsible for its contents. The designated bulletin boards are the right 1/4 of the Human Resources bulletin board by the hallway copier in corridor E, the right 1/4 of the bulletin board inside doorway off corridor D to Geospatial Data Branch, NCGC, right 1/4 of bulletin board located in entrance of Building 23 Snack Bar, and the right 1/4 of bulletin board in Center Support Branch, NCGC, outside of copy room.

Section 2 The Employer agrees to reproduce and distribute this agreement in the following manner:

- (a) provide initial copy to all bargaining unit employees;
- (b) provide a copy to all newly hired bargaining unit employees at the time the employee's in-processing, and;
- (c) provide the Union forty (40) copies for administrative purposes.

Reproduction of this agreement will be at Employer's expense. Copies of OPM, USDA, and NRCS regulations are available for use during duty hours.

Section 3. The Employer will provide a display case for the purpose of making material/pamphlets available to bargaining unit employees.

ARTICLE VIII EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons. The Employer will take the appropriate actions to prohibit discrimination because of race, color, religion, sex (including sexual harassment), national origin, age, mental or physical handicap, marital status, and political affiliation. The Employer will promote equal opportunity through a positive, continuing program involving all management policies, programs, objectives and practices.

Section 2. The Employer will take the necessary action to effectively administer the EEO program. Management will fully support the program and a statement will be issued to all employees showing management's commitment.

Section 3. All personnel actions and employment practices involving employees and applicants for employment will be based solely on federal law, agency rules and regulations, and the terms of this contract.

Section 4. The Employer will carefully, justly, and expeditiously consider and adjudicate complaints of discrimination filed through NRCS procedures or the negotiated grievance procedure of this agreement. Persons who allege discrimination or who participate in presenting such complaints will be free from restraint, interference, coercion, discrimination, or reprisal. A complainant has the right to be accompanied, represented, and advised by a representative of his or her choice, including the Union, during counseling or at any stage of the complaint procedure.

Section 5. The Employer agrees to provide the Union an opportunity to review in draft the National Affirmative Action Plan (AAP), and an opportunity for the Union to provide comments or recommendations on those portions which may impact bargaining unit employees. The Employer agrees to discuss and incorporate the union's comments and recommendations into management's submission to NRCS headquarters. Prior to implementing the National AAP, the Employer will provide the Union notice and bargain as appropriate, those provisions which may impact unit employees.

Section 6. Review and assessment of AAP: The Employer will review and assess reports on progress toward objectives, goals, and timetable according to direction received from the NRCS Headquarters office. The Employer will publicize the AAP.

Section 7. The Employer agrees to provide trained EEO counselors according to USDA policy.

Section 8. The Employer will promote the career enhancement program. Consistent with the needs of the Employer, employees will be given the opportunity to enhance their skills through on-the-job training and other training measures so they may perform at their highest potential and advance in accordance with their abilities through results-oriented training programs.

Section 9. The Employer shall designate and properly train a Federal Women's Program Manager (FWPM) and a Hispanic Employment Program Manager (HEPM) in the application of EEO regulations and all other related procedures necessary to carry out their duties and responsibilities. Program managers will be available to employees during duty hours. The Union may nominate individuals to serve as FWPM or HEPM manager.

Section 10. The Employer will establish an Equal Employment Opportunity/Civil Rights (EEO/CR) Committee. Committee membership will be composed of a Chairperson, FWPM, HEPM, and other members as appointed by the Directors. The Union will have one representative on the committee from nominees submitted by the Union. The EEO/CR Committee will meet at least quarterly to evaluate activities relating to the EEO/CR Affirmative Action Program and other related incidents or actions as warranted to assure the workforce is free from discrimination. Statistical data generated by National Finance Center will be available to the Committee. Other data requested by the Chairperson will be provided, if such is not in conflict with applicable regulations. Minutes of the EEO/CR Committee meetings will be made available to an employee upon his/her request.

Section 11. The terms of this article apply to all employees in the bargaining unit.

Section 12. All union representation and employee participation in the program under this article shall be on official time, if otherwise in a duty status.

Section 13. Upon request the complainant will be provided a copy of any and all records pertaining to the discrimination complaint in accordance with OPM and agency rules and regulations. Upon the complainant's request, the Employer will also give his designated representative a copy of the material received by the complainant. These items will be provided in a timely fashion.

Section 14. If an employee has designated a the Union representative in a discrimination complaint matter, the EEO counselor and other EEO management officials will contact the representative on all matters pertaining to the case that an official would normally contact a complainant.

Section 15. The Union will be given reasonable notification of any proposed or corrective action involving bargaining unit employees, to resolve a discrimination complaint. Such action will be consistent with the provisions of this agreement.

Section 16. As it applies to bargaining unit employees, the Union shall have the right to attend administrative discrimination hearings pursuant to appropriate regulations.

Section 17. The EEO counselor shall give to the complainant a copy of written reports pertaining to the complaint being handled and which would normally be shared with a complainant. A copy will also be given to a designated the Union representative.

Section 18. Documents and reports pertaining to counseling and investigations will be kept. Employees are free to file discrimination complaints without the fear of interference, reprisal or coercion.

ARTICLE IX LABOR-MANAGEMENT COOPERATION

Section 1. Upon request the Employer will annually furnish the Union a list of the names, position titles, grades, and duty station of all employees in the bargaining unit.

Section 2. The first part of each month, the Union will be given a list which shows the names of all employees appointed, transferred, promoted, and separated during the preceding month. Upon request, the Union will be provided the new location in cases of transfer.

Section 3. The Employer and the Union agree to establish a Joint Labor-Management Committee consisting of four (4) members from each party. It will meet monthly or as necessary at a location agreeable to the parties. Participating employees will be in an official duty status and should document time sheets. The arrangements for these meetings will be worked out by mutual agreement between the Employer and the President, the Union. Agenda items will be submitted to the chairperson three (3) working days in advance of each meeting when possible. Minutes will be kept by the Employer and copies given to each member.

Section 4. The committee shall consider such matters as:

- (a) the interpretation and application of this agreement;
- (b) the identification and/or establishment of methods for correction of conditions causing grievances and misunderstandings;
- (c) the encouragement of good relations between employees and supervisors;
- (d) the promotion of education, training, health and safety;
- (e) the interpretation and application of existing laws, rules, regulations, and policies;
- (f) the strengthening of employee morale;
- (g) the promotion of the EEO program, and
- (h) the improvement of working conditions.

It is agreed that grievances will not be taken up during these committee meetings nor will formal negotiations be conducted. Upon request of either party, the Directors and/or Union President shall meet to discuss the unresolved issues.

Section 5. Voluntary drives will be performed according to appropriate rules and regulations. There will be no compulsion nor will there be reprisal for not contributing. Lists will only be kept for bookkeeping purposes.

Section 6. The Employer will provide each new employee with a copy of the AFGE health benefit plan.

Section 7. The Employer will inform each new employee of the Union's exclusive recognition and the name of the Union president. The employee will be given a copy of this agreement. The supervisor will orient the employee not later than thirty (30) days after entrance on duty. The Union president will be allowed to participate.

Section 8. Upon request, the Union will be allowed access to material and records for bargaining purposes. A reasonable amount of material will be copied for the Union without cost.

ARTICLE X HOURS OF WORK

Section 1. All employees will be on the offered the regular work schedule, 5-4-9 compressed work schedule, or maxiflex work schedule. Four hours are from 6 a.m. to 6 p.m.; core time is from 9:30 a.m. until 2:30 p.m. each work day. Credit leave is earned in accordance with USDA regulations and policy.

The work schedule chosen will also designate a lunch period. Lunch periods, at the choice of employee, is 30, 45, or 60 minutes and can be started as early as 11:00 a.m., but must be completed by 1:00 p.m. Occasional exception to the timing of the lunch period will be granted upon request by the employee to the supervisor, or in cases where employee is required to work through the normal lunch period.

Section 2. The Employer agrees to provide the following:

- (a) A flexitour shall be scheduled according to NRCS rules and regulations at the option of the employee and consistent with the needs of the Employer. Schedule changes will be limited to five per year.
- (b) The administrative workweek shall be seven consecutive days, Sunday through Saturday.
- (c) An employee's work schedule will be the same for each pay period.
- (d) The occurrence of holidays shall not affect the designation of the basic workweek.
- (e) Breaks in working hours of more than one hour shall not be scheduled in any workday except that requested by the employee and approved by the Employer.

Section 3. Work schedules shall not be established or modified for the purpose of avoiding the payment of holiday, premium, or overtime pay.

Section 4. Consistent with the nature of work involved, an employee will have a reasonable amount of time to clean up prior to a lunch period and at the end of a workday. In the same manner, a reasonable amount of time will be allowed for an employee to store, clean and protect government property, equipment and tools prior to the end of the workday.

Section 5. Employees shall be allowed two paid 15-minute rest periods during the middle of the first and last half of each full workday.

Section 6. Whenever possible, travel will be scheduled during the basic workweek. However, if it is necessary for an employee to arrive at another location at the beginning of the workweek, travel shall be scheduled over the weekend and employees will be paid overtime under the provisions of the Fair Labor Standards Act.

Section 7. When training or any portion of training includes one of the employee's scheduled non-workdays, one of the following changes in the work schedule is required:

- (a) change the employee's scheduled non-workday for the pay period
- (b) change the employee's schedule to the standard ten 8 hour day schedule for the pay period. The 80 hour work requirement is to be met when employees on 5-4/9 and 4-10 work schedules are scheduled for training away from their official duty station.

ARTICLE XI OVERTIME

Section 1. Overtime assignments will be distributed and rotated equitably among qualified employees in accordance with their particular skills. A rotational system based on NRCS seniority may be utilized for this purpose. A Union steward may discuss with the supervisor the assignment of overtime in an effort to keep overtime work equal among unit employees as far as practicable. Suitable records of overtime worked and refused will be maintained by supervisory officials. Supervisors shall not assign overtime work to employees as a reward or penalty.

Section 2. In the assignment of overtime, the Employer agrees to give the employee as much advance notice as possible.

Section 3. Employees who work overtime shall be allowed a fifteen (15) minute paid break at the midpoint of each 4 hour period worked.

Section 4. Employees either in training or on detail shall be considered for overtime in their sections subject to provisions in Section 1.

Section 5. Employees called in to work outside of or unconnected with their basic workweek shall be paid a minimum of two (2) hours pay. The employee will be excused when they have completed the job they were called in to perform.

Section 6. It is understood that it may be necessary for the Employer to require employees to work overtime if sufficient volunteers are not available when the workload cannot be accomplished within the normal work hours or in cases of emergency. However, employees will not be required to work overtime if such overtime would adversely affect their health or safety.

Section 7. The amount of and payment for overtime will be in accordance regulations as set by law, OPM, and agency rules.

Section 8. Employees are not expected to work overtime without overtime compensation. Employees who are entitled to receive either overtime pay or compensatory time in accordance with appropriate regulations will automatically receive overtime pay unless they submit a written request to their respective supervisors for compensatory time. Employees will not be permitted to work overtime unless authorized.

Section 9. When overtime has been scheduled, annual leave will normally not be approved for an employee for the same pay period except in emergencies. The use of leave will not be used to deny overtime.

ARTICLE XII HOLIDAYS

Section 1. An employee shall be entitled to all holidays as prescribed by law and executive order.

Section 2. All unit employees will be authorized time off for holidays in accordance with applicable regulations. Premium pay provisions will be applied when mandatory work is required on a holiday.

ARTICLE XIII LEAVE

Section 1. Annual leave is a right of the employee and not a privilege. Consistent with the needs of the Employer, annual leave which is requested in advance will be approved. It will be the responsibility of the supervisor in consultation with the employee to schedule annual leave with the employee so that it will not be forfeited. However, planning of annual leave is a joint responsibility of the employee and supervisor.

Section 2. The employees and the Union agree to follow all applicable leave regulations except as modified by this agreement.

Section 3. All annual leave (other than emergency) is to be requested in advance as early as possible. Short-term leave (less than three days) should be requested as soon as possible in order for the supervisor to arrange the scheduling to grant the request. Normally, this will be two days in advance. Extended leave (three or more consecutive days) normally be requested at least two weeks in advance. An employee will be permitted to change scheduled leave provided it does not interrupt another employees scheduled leave.

Section 4. An employee's requests for extended annual leave for more than 2 weeks will be granted if requested far enough in advance for the Employer to make provisions for the employee's extended absence and if it is consistent with the workload and needs of the Employer.

An employee will be granted annual leave to observe commonly recognized religious holidays when requested in advance.

Section 5. Annual leave for emergency purposes will be granted to employees who notify their immediate supervisor, if possible, within one hour after they are scheduled to report to work.

Section 6. Leave without pay shall be granted to the Union members, upon their request, to serve with AFGE for up to one (1) year consistent with the need of the Employer. When the employee vacates his position with AFGE, he will be returned to a position comparable in grade and salary to the one he previously held with the Employer.

Section 7. A period of absence for sick leave purposes in excess of three (3) consecutive workdays must ordinarily be supported by a medical certificate (Standard Form 71). However, if the circumstances surrounding the employee's absence indicate that the services of a physician were not available or required, the employee's statement on SF-71 describing the circumstances will be accepted.

Section 8. When an employee's continued absences indicate an abuse of sick leave, the submission of a medical certificate will be required to support any sick leave absence regardless of its duration. If such a requirement is imposed, the employee must first be verbally counseled. If the employee's pattern of sick leave usage doesn't substantially improve, a written notice will be issued requiring the medical certificate. Such requirements will be removed after six (6) months except for cause.

Section 9. Advance sick leave up to 240 hours will be granted in case of serious illness or injury in accordance with applicable regulations.

Section 10. The Employer shall not publicly display individual sick leave records.

Section 11. Tardiness of less than one hour may be excused if the employee has a reasonable explanation. The reasonableness of the explanation will be determined by the supervisor.

Section 12. Administrative leave will be approved for the reasons listed below. Administrative leave is treated as time worked except that the employee is excused from his/her regular assigned duties. Administrative leave will be granted to an employee in connection with:

- (a) Hazardous weather as determined by the Director of each unit in the employer group.
- (b) Blood donations for which the employee is not paid. Two hours administrative leave may be granted.
- (c) A physical examination for induction or enlistment into the Armed Forces.
- (d) Voting in governmental elections. The amount of leave will be determined in accordance with the USDA policies.
- (e) Fulfillment of administrative responsibilities in connection with a non-local transfer. Administrative leave for this is limited to 80 hours total, which includes time spent for a house hunting trip plus other moving arrangements.

Section 13. Leave Without Pay (LWOP) may be granted under the following conditions:

- (a) The employee's use of Leave Without Pay is advantageous to the Service as well as the employee.
- (b) Requests for LWOP are forwarded to the Director with the immediate supervisor's recommendations and with recommendations of all higher level supervisors.
- (c) Other justifiable reasons.

Section 14. It is the intent of the Employer to make every effort to provide light duty assignments of short periods of time for employees to help reduce the loss of sick leave.

Section 15. Credit leave must be earned before it can be used. Consistent with the needs of the Employer, credit leave which is requested in advance will be approved. It will be the responsibility of the employee, in consultation with the supervisor, to schedule the earning and using of credit leave. However, planning of credit leave is a joint responsibility of the employee and supervisor.

Section 16. Approved leave shall not, in whole or in part, be used or considered in any adverse or performance-related action, including performance appraisals.

ARTICLE XIV EMPLOYEE PERSONNEL FILES

Section 1. Only material designated by OPM, USDA, and NRCS rules and regulations will be made a part of the employee's personnel file. Employees will receive copies of all personnel actions and other material, such as disciplinary and adverse action letters pertaining to them that are put in the Official Personnel Folder (OPF). Employees will have access to inspect the OPF and other files pertaining to them as provided in appropriate law and regulations.

Section 2. Unless prohibited by law or higher agency regulations, an employee or his/her authorized union representative, designated in writing, shall have access during the duty hours of Personnel Section to inspect his/her Official Personnel Folder and other personnel office files pertaining to him/her, and make copies of documents appearing therein. Such inspections would be on duty time if the employee is otherwise in a duty status.

Section 3. Other than the employee or his/her authorized representative as designated in writing and only those persons designated on 5 CFR 294 and 297.302 Subpart D will be allowed access to an employee's Official Personnel Folder.

Section 4. Letters of reprimand must be removed from the Official Personnel File no later than two (2) years after the date issued. Other disciplinary and adverse action letters will be retained in accordance with applicable regulations. Except those required by OPM to be retained, records of actions determined by appeal or grievance decision to be unfounded will be immediately removed from the OPF and will not be used as a factor in connection with future personnel actions, including promotions.

Section 5. All records pertaining to employees will be properly safeguarded to prevent access by non-authorized persons. The Employer will comply with the provisions of 5 CFR 294 and 5 CFR 297 applicable laws in the release of information from an Official Personnel Folder. Violations of this section may be processed through the grievance procedure.

ARTICLE XV CLASSIFICATION AND POSITION DESCRIPTION

Section 1. When an employee alleges improper classification of his/her assigned position, he/she shall first meet with the supervisor to discuss the matter. The supervisor may submit a request to the Personnel Officer for a review of the classification. If the employee is not satisfied, he/she may appeal the classification to:

- (a) NRCS, Washington, D.C.; or
- (b) USDA; or
- (c) OPM

If not satisfied with that response, the employee may go to the next level, but he/she may not go to a lower level. An employee may elect to have a Union representative when appealing the classification or discussing the matter with management.

Section 2. Filing a classification appeal does not deprive the employee of his right to appeal any related adverse action through appeal or arbitration procedures.

Section 3. The term "performs other duties as assigned" in the employee's position description shall be job-related.

Section 4. The Employer will classify all positions in accordance with OPM, USDA, and NRCS policies and procedures using the appropriate classification standards.

Section 5. The Employer agrees to provide each employee with a copy of the position description for which the employee is assigned. It shall accurately and realistically reflect the significant recurring duties the employee is expected to perform. When a new position description is prepared or corrections are made, copies of the position description will be distributed to employees and their supervisors.

Section 6. Employees and management are responsible to ensure the accuracy of a Position Description. In the event of a question regarding the accuracy or inaccuracy of a position description, the grievance procedure may be utilized. The parties agree that accuracy of a position description is not a classification appeal and not exempt from the grievance procedure.

Section 7. Employees shall be given the opportunity at performance rating time to review their position description and discuss it with their supervisors. If the employee feels an inequity exists (other than proper classification), the employee will discuss it with the supervisor. The supervisor will attempt to resolve the matter. If the employee feels an inequity still exists, he/she may request, in writing, a review of the matter from the Human Resources Staff, by giving the written request to the supervisor who will forward it within fifteen (15) working days to the Human Resources Staff. The Human Resources Staff shall render a decision within fifteen (15) working days from receipt of the request, with one extension granted for cause. If the employee is not satisfied with the Human Resources decision he/she may file a grievance under the negotiated grievance procedure.

Section 8. The Employer will not assign duties for the purpose of rewarding or penalizing an employee. This does not apply to demotion under the Civil Service Reform Act for unacceptable performance.

ARTICLE XVI TRAINING

Section 1. The Employer agrees that training and development of employees within the bargaining unit is a matter of great importance. The parties shall seek the maximum training and development of all employees based on the needs of the employee and the needs of the Employer. This will be achieved within the scope of existing NRCS regulations.

Section 2. The Employer will provide adequate training for all bargaining unit employees in order to perform the work in their assigned positions.

Section 3. Periodically, the supervisor will evaluate, discuss, and inform employees of their training needs in accordance with NRCS rules. This should occur no less than once a year.

Section 4. If training will lead to promotional opportunities, selection for such training shall be in accordance with the Merit Promotion Plan.

Section 5. The Employer will provide employees on-the-job cross training in accordance with the needs of the Employer.

Section 6. When employees are assigned to work on machines, equipment or new processes, the Employer will give the employee the required additional training.

Section 7. Training records will be maintained for all employees in accordance with applicable rules and regulations.

ARTICLE XVII REDUCTION IN FORCE

Section 1. A reduction-in-force is defined as a release of an employee from his/her competitive level by separation, demotion, 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 change in duties, or the need to make a place for a person exercising re-employment or restoration rights that requires the Employer to release the employee.

Section 2. Prior to official notification of bargaining unit employees and at the earliest possible date, the Union will be consulted on any pending reduction-in-force (RIF). The consultation will include the reasons for the RIF, identify all affected bargaining unit employees and/or functions, if known, and provide information about any reorganization, reduction-in-force, or transfer of function. Upon request, the Employer will negotiate with the Union on impact and implementation, which includes procedures to be followed in carrying out a RIF or transfer of function and in making appropriate arrangements for employees adversely affected. The Employer will maintain copies of retention registers and related personnel actions and information for at least one year.

Section 3. During a reduction-in-force, the Employer will give consideration to employees adversely affected when filling vacant positions. The performance rating used when determining retention standing will be the performance rating of record on the date specific reduction-in-force notices are issued.

Section 4. The Union will be allowed a reasonable amount of official time to review retention registers and other records pertaining to RIF, and to counsel and assist employees who are affected by RIF.

Section 5. To minimize the adverse affect upon employees in a reduction-in-force situation, the Employer will use attrition as much as possible.

Section 6. Prior to and during a reduction-in-force, the Employer will meet with employees eligible for optional or involuntary retirement to explain the benefits. Upon request, the Employer will meet with individual employees. The Employer will invite a Union official to attend.

Section 7. A transfer of function is defined as a transfer of a clearly identifiable segment of a mission including all the integral parts of that mission from one competitive area to another competitive area.

Section 8. Employees adversely affected by RIF and who are assigned to positions different from those held immediately prior to the RIF action will be given adequate training so they can perform the work in the new position.

Section 9. An employee affected by reduction-in-force and his designated union representative will be given the opportunity to review all records covering RIF and all records pertaining to the employee's retention standing in accordance with appropriate and applicable laws and regulations.

Section 10. A best offer will be given to an employee affected by RIF if a vacant position for which he/she qualifies is to be filled and no other employee has entitlement. The best offer will be as close to his/her current grade as possible.

Section 11. Employees have the opportunity to request assignment to the nearest NRCS offices at the same or lower grade. The Employer agrees to forward any request within ten (10) days to the appropriate NRCS Administrative Office.

Section 12. The Employer shall provide information to employees so employees can fully understand the reduction-in-force and why they are affected. Specifically, the Employer shall inform employees as soon as possible of plans or requirements for reduction-in-force and inform them of the regulatory procedures including the type of assistance available for affected employees.

Section 13. The Employer will give each employee affected by a RIF, a written notice as soon as possible but not less than sixty (60) days before the effective date. The notice/letter shall state specifically what action is being taken, the reason for the action, the employee's service computation date, the employees subgroup, and the employees annual performance ratings of record received during the last four (4) years. It shall describe the employee's competitive area and level and tell him/her why any lower standing employee is retained in his/her competitive level. Rights to file a grievance under the negotiated grievance procedure and the time limits of such will also be in the notice as well as a place where regulations and pertinent records may be inspected and information on reemployment rights. An extra copy of the notice will be given to the employee so he/she may give one to the Union.

Section 14. The Employer shall provide a specific written notice to each employee affected by the transfer of function as soon as possible but no later than sixty (60) days prior to the effective date. The notice shall state specifically what action is being taken, the effective date of the action and what is involved in acceptance or rejection of the offer of transfer. Any rights of appeal and the time limits on such appeals will also be in the notice. An extra copy of this notice will be given to the employee.

Section 15. Any career or career-conditional employee who is separated because of RIF will be placed on a re-employment priority list in accordance with appropriate regulations. These will be given first consideration for re-employment for temporary and permanent positions for which qualified. The acceptance of temporary employment will not alter an employee's right to be offered permanent employment.

Section 16. In the event of a reduction-in-force which results in employees being separated, the Employer, upon employees request, will contact the Texas Workforce Commission about any available training at government expense and, if there is, will inform the employee on how to apply for such training.

Section 17. Upon request of a separated employee, the Employer will assist him/her in finding employment with other Federal agencies. This includes the Displaced Employee Program and Voluntary Interagency Placement Program. Upon request, the Employer will counsel the employee about benefits available through the Texas Employment Commission.

Section 18. Employees will be placed in the competitive levels based on their assigned positions rather than positions to which they are detailed or temporarily promoted.

Section 19. The Employer agrees to pay relocation expenses allowable under law and regulation.

Section 20. The Employer will grant administrative leave to employees required to relocate as a result of a RIF action or transfer of function in accordance with applicable regulations and policies. This does not apply to employees separated because of RIF.

Section 21. An employee will have up to fifteen (15) calendar days in which to accept or reject an offer of transfer. The Employer will grant up to ten (10) days extension for cause.

Section 22. Employees who are separated because of RIF shall be entitled to severance pay in accordance with applicable laws and regulations.

ARTICLE XVIII
DISCIPLINARY/ADVERSE ACTION

Section 1. The Employer agrees that prior to the taking of a written or sworn statement from an employee, he/she will be advised in writing of their right to union representation.

Section 2. When an employee is being questioned by a supervisor, investigator, or management official and he/she believes it could lead to disciplinary action or that his rights are being threatened, he/she has a right to request his the Union steward be present. When the employee requests representation, no further questioning or action will take place until the steward is present, providing it doesn't unduly delay the proceeding.

Section 3. When formal disciplinary/adverse action is contemplated, the Employer has the responsibility of ascertaining and taking into consideration all pertinent facts prior to taking disciplinary action. Before taking action, the Employer will informally discuss the proposed action with the employee and his designated representative.

Section 4. The Employer agrees to give the employee one additional copy of any proposed or decision on adverse action so he/she can give one to the Union. If the employee has designated a union official as a representative, the Employer will give a copy to that designated representative.

Section 5. When the employee does not elect the Union representation, the Union will be permitted to have an observer present at the adverse action hearing without charge to leave. If the employee who requested the hearing objects to the observer's presence because of privacy, the agency examiner will determine the validity of the objection and make the decision on the question of attendance.

Section 6. If an employee is to be served with a warrant or subpoena, it will be done in private.

Section 7. Disciplinary action will be taken only for just and sufficient cause and will be in accordance with applicable USDA/NRCS policy, rules and regulations.

Section 8. Only one disciplinary action will be taken for any offense.

Section 9. Disciplinary actions are normally intended to improve the conduct of an employee, with penalties being appropriate to the offense. The USDA Table of Disciplinary Penalties will be used as a guide in administering discipline that is considered appropriate for the employee committing the offense.

ARTICLE XIX
GRIEVANCE PROCEDURES

Section 1. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

Section 2. A grievance means any complaint -

- (1) by any employee concerning any matter relating to the employment of the employee; or
- (2) by the Union concerning any matter relating to the employment of any employee; or
- (3) by any employee, the Union, or the Employer concerning -
 - (a) the effect or interpretation of 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; or
- (4) except that it shall not include a complaint concerning
 - (a) any claimed violation relating to prohibited political activities; or
 - (b) retirement, life insurance, or health insurance; or
 - (c) a suspension or removal under 5 U.S.C. 7532; or
 - (d) any examination, certification or appointment; or
 - (e) the classification of any position which does not result in the reduction in grade or pay of any employee; or
 - (f) non-selection (from promotion roster) provided all rules and regulations and the Merit Promotion Plan and Article XXV are followed; or
 - (g) termination of probationary employees.

Section 3. This negotiated grievance procedure shall be the exclusive procedure available to the Union and the employees in the bargaining unit for resolving such grievances except as provided in Section 4 of this Article.

Section 4. Appeal and Grievance Option. An aggrieved employee affected by discrimination, a removal or reduction in grade based on unacceptable performance, or adverse action may at his/her option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both. For the purposes of this Section and pursuant to Section 7121 (e)(1) of the Act, an employee shall be deemed to have exercised his/her option under this Section only when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure.

Section 5. Question of Grievability. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. The Employer agrees to raise any question of grievability or arbitrability of a grievance prior to the time limit for the written answer in Step 2 of this procedure. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance. All time limits in this article may, by mutual agreement, be extended for cause if requested prior to the applicable time limit. Normally, there should only be one extension per party.

Section 6. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by the Employer and the aggrieved party(s) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty or desirability to the organization. Reasonable time during working hours (as outlined in Article VI) will be allowed for employees and the Union representatives to discuss, prepare for and present grievances, including attendance at meetings with Employer officials.

Section 7. Adverse Actions.

Step 1. Any grievance which involves an adverse action, a removal or reduction in grade based on unacceptable performance, or matter involving discrimination based on formal written action, shall first be taken up orally by the concerned employee and the Union representative with the appropriate Employer representative within fifteen (15) working days of the incident final notice of action. The Employer will have five (5) working days in which to orally answer the grievance.

Step 2. If the grievance is not satisfactorily resolved, the Union representative may within five (5) working days submit the grievance in writing to the Employer. The Employer shall render a written decision to the Union representative and employee within five (5) working days.

Step 3. If the matter is not satisfactorily settled at this step the Union can invoke arbitration within thirty (30) calendar days of receipt of the Employer's written decision.

Section 8. Other Than Adverse Actions.

Step 1. Any grievance except as provided in Section 7 above shall first be taken up orally by the concerned employee or the Union representative (normally a steward) with the appropriate supervisor in an attempt to settle the matter in the presence of the employee. Grievances must be presented within thirty (30) calendar days from the date the employee or the Union became aware of the grievance except when the matter is one of a continuing nature.

A Union steward must be present if the employee requests. However, if an employee(s) presents a grievance directly to the immediate supervisor for adjustment consistent with the terms of the Agreement, the supervisor/appropriate management official shall invite the Union to have an observer present. The supervisor must give a decision within five (5) working days after the discussion.

Step 2. If the matter is not satisfactorily settled in Step 1, the Union representative or employee may, within ten (10) working days, submit the matter in writing to the Director of the affected staff along with a copy to the Union and a copy to Human Resources. The Director of the affected staff shall give the Union representative a written response within ten (10) working days unless alternative dispute resolution is requested and agreed upon.

Step 3. If the grievance is not settled at Step 2 the Union representative or employee, may within five (5) working days, forward the grievance to the NBMC-HR to be coordinated and submitted to a panel of three from the Ft. Worth NRCS Board of Directors (i.e. Directors of bargaining unit employees only) for further consideration. The employee will simultaneously furnish written notification to the Union. The panel will be selected by random drawing by a management representative and a union representative. The Director of the grieved employee will not be considered. The Panel will meet with the grievant(s) and the Union official not later than ten (10) working days from receipt of the written grievance. The Panel will give a written decision not later than ten (10) working days from date of the meeting, unless Alternative Dispute Resolution is requested and agreed upon.

Step 4. If the grievance is not satisfactorily settled at Step 3, The Union or the Employer may refer the matter to arbitration.

Section 9.

(a) Union grievances may be submitted in writing directly to NBMC-HR who will coordinate with Ft. Worth NRCS Board of Directors covered by this contract. The Employer and the Union (or his designee) will meet within ten (10) working days after receipt of the grievance to discuss the grievance. The Board shall give the Union a written answer within ten (10) working days after the meeting. If the grievance is not settled by this method, Union may refer the matter to arbitration if necessary. Nothing herein will preclude either party from attempting to settle such grievances informally at the appropriate level.

(b) Employer grievances may be submitted in writing by the NBMC Director (or their designee) on behalf of the Ft. Worth NRCS Board of Directors directly to the President of the Union. The Employer and the Union president (or his designee) will meet within ten (10) working days after receipt of the grievance to discuss the issue(s). The Union President shall give the NBMC Director his/her written answer within ten (10) working days after the meeting. If the grievance is not settled by this method, the Employer may refer the matter to ADR and then to arbitration if necessary. Nothing herein will preclude either party from attempting to settle such grievances informally.

Section 10. At any grievance step under this Article, the grievance meeting/discussion will be limited to the following: one Employer representative, one Union representative, and the grievant. When grievance is presented before the Ft. Worth NRCS Board of Directors, however, a panel of 3 will represent the employer. By mutual agreement between the Employer representative and the Union representative, additional parties may be included.

Section 11. Upon request by the employee or the Union representative, all material in the official grievance file and other records pertaining to the matter being investigated or grieved may be reviewed subject to the Privacy Act. A reasonable amount of this material will be copied without cost to the requester.

Section 12. Anytime an employee declares he/she has a grievance, he/she shall be entitled to a union representative.

ARTICLE XX ARBITRATION

Section 1. If the Employer and Union fail to settle any grievance processed under the negotiated grievance procedure, it may be submitted to arbitration. Either party may request arbitration. The request shall be submitted within thirty (30) calendar days.

Section 2. Within ten (10) working days from the date of the request for arbitration, either party shall request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within seven (7) working days after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of seven (7) and will then repeat this procedure until one person remains who shall be the duly selected arbitrator. Party seeking arbitration shall have the choice to either strike first or defer.

Section 3. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event: (1) Either party refuses to participate in the selection of an arbitrator or; (2) upon inaction or undue delay on the part of either party.

Section 4. 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.

Section 5. The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by the Employer and the Union. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek. All participants in the hearing shall be in a duty status.

Section 6. The arbitrator will be requested to render his/her decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing unless the parties mutually agree to extend the time limit. Verbatim transcripts and/or tape recordings of the hearings will be taken only upon agreement of both Union and the Employer. Verbatim transcripts and tape recordings will be provided to the Union, Employer, and arbitrator.

Section 7. The arbitrator's award shall be binding on the parties. Either party to arbitration may file with FLRA an exception to any arbitrator's award in accordance with Title VII, Section 7122, of the Civil Service Reform Act of 1978.

Section 8. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

Section 9. By mutual agreement of the parties, expedited arbitration may be utilized. Expedited arbitration shall be defined as an oral proceeding. The arbitrator will issue a final decision, within seven days of the close of the proceedings in accordance with federal regulations.

Section 10. The arbitrator shall hear arguments regarding arbitrability/grievability, and if he rules that a matter is arbitrable/grievable, he shall then hear the merits of the case at the same hearing. However, the parties may mutually agree otherwise.

Section 11. The arbitrator has full authority to award attorney fees in accordance with the standards of the Civil Service Reform Act of 1978.

Section 12. The arbitrator shall not have the authority to add to, subtract from, or modify any of the terms of this agreement. The arbitrator's authority is limited to the adjudication of issues which were raised in the grievance procedure.

ARTICLE XXI HEALTH AND SAFETY

Section 1. The Employer will provide a safe and healthful work place and the safety and health program shall be consistent with the provisions contained in Law, Executive Orders, and USDA Regulations, and furnish to and maintain for employees places and conditions of employment that are free of hazards that are causing or are likely to cause an accident, injury, or illness to the employee. The Employer and the Union agree to cooperate in a continuing effort to eliminate potential accident producing conditions and health hazards.

Section 2. The Employer will acquire, maintain, and require the use of approved personal protective equipment, approved safety equipment, and other devices necessary to provide protection of employees from hazardous conditions encountered during the performance of official duties. The Union agrees to assist the Employer in publicizing the benefits and encouraging the use of protective devices and equipment by employees.

Section 3. When an employee or group of employees, during the course of performing their official duties, believe they are being required to work under conditions which are unsafe or unhealthful and presents an imminent danger which may cause death, injury, occupational illness, loss of a faculty, or major property damage shall cease the activity and notify the nearest available supervisor of the alleged hazard. The supervisor shall make an evaluation of the situation and, after discussion with appropriate safety personnel and the assigned Union steward, shall make a determination as to whether work may proceed.

Section 4. The Employer agrees to post notice of hazardous conditions discovered in the workplace.

Section 5. When work is required to be performed in areas where flammable or toxic vapors may exist all such areas shall be maintained so that vapor levels remain within acceptable safety parameters as determined by OSHA safety standards.

Section 6. The Employer agrees to continue the Safety and Health Committee already established and composed of representatives of the Employer and an equal number of representatives of the Union.

- (a) Committee members shall serve overlapping terms. Such terms shall be of at least two years duration.
- (b) The Committee Chairperson shall be nominated from among the committee members and shall be elected by the committee members annually.
- (c) The Committee shall meet regularly, at least semiannually. Special meetings shall be held as determined necessary by the Committee.
- (d) Written minutes of each committee meeting shall be maintained and distributed to each committee member and made available to employees upon request.
- (e) The Employer shall make available to the Committee all NRCS and USDA information relevant and necessary to its duties. Examples of such information include safety and health policies and program, accident, injury, and illness data, material safety data sheets, inspection reports, abatement plans, and internal and external evaluation reports.

Section 7. Duties of the Committee shall include:

- (a) Monitor the safety and health program and make recommendations to the NBMC Director on the operation of the program.
- (b) Participate in safety and health inspections of the workplace.
- (c) Monitor findings and reports of workplace inspections to ensure that appropriate corrective measures are implemented.
- (d) Make written reports of all inspections to each Center Director with copies to the Collateral Duty Safety Officer.
- (e) Review plans for abating hazards.
- (f) Review responses to reports concerned with allegations of hazardous conditions and alleged safety and health program deficiencies.

Section 8. The Employer agrees to assure response to employee reports of unsafe or unhealthful working conditions.

Section 9. Lifting requirements will be in accordance with the position occupied. The lifting of excessive weight will not be required.

Section 10. Employees will not be required to work in excessive temperatures, hot or cold.

ARTICLE XXII DUES WITHHOLDING

Section 1. Voluntary allotments of eligible employees for the payment of dues to the Union shall be authorized and processed in accordance with the Memorandum of Understanding between the Department of Agriculture and the American Federation of Government Employees.

Section 2. Prior to any employee being removed from dues deduction because he/she goes outside the bargaining unit, the Employer agrees to discuss the matter with the Union. The Union will inform the Employer if the employee is presently on dues deduction.

Section 3. The Union will notify bargaining unit employees fifteen (15) calendar days before effective date of dues withholding increases.

Section 4. The Union will provide in writing to the Human Resources Office changes to employee dues deductions from salary with a list of all effected employees and the amount to be deducted. Request will be effective the next pay period after receipt in the Human Resources Office.

ARTICLE XXIII EMPLOYEE ASSISTANCE PROGRAM

Section 1. The parties recognize alcoholism and drug abuse as illnesses which are treatable. It is also recognized that it is in the best interest of the parties that these illnesses be treated and controlled. Our concern is limited to alcoholism and drug problems which cause poor attendance and unsatisfactory performance on the job.

Section 2. Employees who show evidence of problems related or caused by alcoholism or drug abuse will be counseled by the supervisor and referred to the Employee Assistance Program (EAP) for additional help. The EAP can provide referral to resources outside for treatment and follow-up. The supervisor may assist the employee in seeking treatment, if the employee does not want to go to the EAP. Employees who do not feel free to approach their supervisor about their problem may go directly to the EAP or the Collateral Duty Safety Officer. An employee who participates in this program will be entitled to rights and benefits provided to employees who are sick.

Section 3. This policy and procedure 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 made will be based on objective and factual evidence related to job performance.

Section 4. The program procedures will adhere to requirements established by OPM, USDA, and NRCS. They will include assurances that:

- (a) No employee will have his job security or promotion opportunities jeopardized due to the fact that he/she has requested counseling or referral for treatment;
- (b) employees having alcoholism or problems related to the abuse of alcohol and/or drugs will receive the same careful consideration and offer of assistance that is presently extended to employees having any other illness;
- (c) 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.

Section 5. Nothing in this article will prevent an employee from availing himself/herself of the program's services on his/her own initiative.

Section 6. Employees will be advised of their rights to union representation.

ARTICLE XXIV USE OF OFFICIAL FACILITIES

Section 1. The Employer will provide the union adequate facilities and equipment for official meetings of the Union during the non-duty hours of the employees involved.

Section 2. Union officials and stewards will have access to a designated area where interviews and investigations may be conducted in private.

Section 3. Union officials and stewards will have a designated government telephone line for official calls and for proper labor-management relations activities. The designated government phone is to be used for government union business only.

Section 4. The Employer will provide the union adequate facilities and equipment for conducting official union business and for labor/management and partnership activities. Access will be provided by the employer to the union to use copier, fax, computer, and printer, until such time as a formal memorandum of understanding is executed between both parties for providing this equipment. Facilities will include a room of suitable size to accommodate a desk and chair along with three (3) side chairs and a file cabinet as well as an entry door lockable with a key.

ARTICLE XXV EMPLOYEE PROMOTIONS

Section 1. The Employer will utilize to the maximum extent possible the skills and talents of its employees.

Section 2. All vacant positions to be filled by merit promotion, including newly established positions, will be posted on all bulletin boards by the Employer prior to closing date of the notice.

Section 3. Supervisors are responsible for seeing that all employees under their jurisdiction including those who are on leave, temporary duty, or detail are aware of all vacancy announcements for which they are basically qualified.

Section 4. Upon request, a non-selected employee will be furnished specific reasons for his/her non-selection.

Section 5. Disputes over the interpretation and application of the Merit Promotion Plan will be subject to the negotiated grievance procedure.

Section 6. The Union will be provided a copy of merit promotion vacancy announcements at time of posting.

Section 7. Vacancy announcements will provide a summary statement of duties, required qualifications, and any special knowledge, skills and abilities required for effective job performance.

Section 8. Normally, a list of 3-10 best qualified candidates will be forwarded to the selecting official. If one applicant is interviewed, all must be interviewed with the exception of the non-competing applicants referred under special hiring authorities (i.e. handicap, VRA, certain reinstatement eligibles, lateral reassignments or transfers). All or any of these special hiring authority eligibles may be interviewed. Special hiring authority eligibles will be identified on the panel of applicants with an asterisk (*) by their name.

Section 9. An employee's accumulation of earned annual or sick leave or any other leave status or usage will not be a factor in rating for promotion.

Section 10. All applicants will be notified in writing by the Personnel Office as to whether they were referred or not referred. Non-selected applicants who were referred on the panel will be notified of the person selected.

Section 11. When a grievance is filed concerning a promotion action, the employee may designate in writing a representative to review that employee's evaluation used in the process, the employee application package, and a sanitized summary of evaluation of candidates.

Section 12. Temporary Promotion. The Employer agrees that a temporary promotion will be made when a detail is expected to last sixty (60) calendar days or more. The promotion will be under the merit promotion plan. Short details will not be used to avoid temporary promotions.

ARTICLE XXVI
PERFORMANCE STANDARDS AND APPRAISAL

Section 1. The Employer's performance standards and appraisal system as-applied to bargaining unit employees will be in accordance with the Civil Service Reform Act and the system established by the NRCS National Office, USDA, and as negotiated in this article. This will be the sole procedure for bargaining unit employees.

Section 2. For the purpose of this Article, the following definitions will apply:

- (a) A performance element is a work assignment for which an employee is accountable and responsible.
- (b) A critical element is a performance element which is of sufficient importance that performance below acceptable standards established by the supervisor requires remedial action and denial of a within-grade increase and may be the basis for removal or reducing the grade level of the employee.
- (c) A non-critical element is a performance element that is not defined as a critical element, but is an important part of the job which must be measured by objective criteria.
- (d) A performance standard is the expressed measure of the level of achievement established by the supervisor required in a specific performance element. There are two levels of achievement possible for each performance level - "Achieved" and "Not Achieved." All performance standards must be fair, equitable, objective, valid and job related.

Section 3. Procedures for developing elements and Performance Standards

- (a) The major duties of each position will be accurately described in a position description before performance standards are established. The Union agrees that the Employer has the right to establish elements in the performance standards.
- (b) The Employer agrees to encourage employee participation in establishing performance criteria.
- (c) Performance standards will be established in accordance with the Civil Service Reform Act and NRCS guidelines.
- (d) There shall be no secret studies bearing on performance standards.

Section 4. Appraisal Rating

- (a) Employees' performance rating will be a result of only the application of standards to the specific employees' actual performance of that element.
- (b) The NRCS rating procedures will be followed.
- (c) Employees will be rated during October of each year.

Section 5. Performance appraisals will be used as a basis for, within-grade increases, taking remedial action and determining training needs.

Section 6. Procedures for Applying the Performance Appraisal System

- (a) Within the first ninety (90) days of the rating period or within ninety (90) days after an employee enters a new position, performance standards will initiated in CAMS for the employee, reviewed by the employee and marked final by management. The form shall show the elements and the corresponding performance standards. Each performance element will describe the performance requirement(s) or expectation(s) for the "Achieved" rating.
- (b) During the rating period, the supervisor will discuss with each employee his/her work performance.
- (c) Supervisors will discuss directly with each employee the annual performance evaluation that he/she makes of the employee at the time it is made. Other discussions during the rating period may take place when necessary.
- (d) Work performance will be summarized on the performance rating form/appraisal summary in CAMS. A copy of the completed rating form will be given to the employee.
- (e) During appraisal discussions, the supervisor will explain, upon request, or based upon need, how the employee may improve performance.
- (f) Should an appraisal discussion indicate a potential "Results Not Achieved" performance rating or denial of a within-grade increase, the supervisor shall develop an Opportunity to Improvement (OTI) plan which is necessary to bring the employee's performance up to a successful level.
- (g) At the end of the annual rating period, the supervisor will make allowances for factors beyond the control of the employee, if any, which would have caused an employee not to achieve a specific performance level.

Section 7. Failure to meet the "successful" performance standard established in one or more critical elements constitutes "Results Not Achieved." In such cases a reduction-in-grade, removal, or a reassignment of the employee may be made by the Employer at any time during the performance appraisal cycle. Before taking such action, the supervisor will make every reasonable effort to assist an employee in improving unacceptable performance and providing him/her an opportunity to demonstrate successful performance. Such opportunities will be documented on the opportunity to improve plan (Form SCA 4140A). Remedial action taken as a result of performance will comply with the Civil Service Reform Act, Departmental and Office of Personnel Management rules, regulations, and policies.

Section 8. If the employee feels that there is an item in the performance standard which is not fair and equitable, he/she may request that it be referred to the next level of supervision for review. The decision of the second level supervisor will be final.

Section 9. Employees may grieve their rating on overall performance and their rating on individual critical elements through the negotiated grievance procedure. The employee has a right to union representation if a grievance is filed on any matter related to this Article.

ARTICLE XXVII SUCCESSFUL, LEVEL OF COMPETENCE (WITHIN GRADE INCREASES)

Section 1. Employees shall receive a within grade (step) increase when their work is of an successful level of competence and provided they meet time requirements.

Section 2. A successful level of competence is "Results Achieved."

Section 3. Within this framework, the Union and the Employer agree to the following procedure:

- (a) The supervisor's determination shall be based on an appraisal of the employee's performance as it relates to the established work performance standards or criteria of the position occupied. If the work is not of a successful level of competence, the supervisor should give ample warning (at least sixty (60) days) to the employee. Such warning shall include:
 - (1) An explanation of the employee's deficiencies compared to the performance requirements;
 - (2) advice as to what the employee must do to bring his/her performance up to an successful level;
 - (3) a statement that the employee's performance will not be rated at the successful level unless performance improves to that level; or
 - (4) a statement that the employee has until the end of the waiting period in which to bring his/her performance up to an successful level.

- (b) During the warning period, the supervisor will assist the employee in achieving a successful level of competence.
- (c) If the advanced warning is not given, the supervisor may withhold the certification of a successful level of competence. However, he/she must still notify the employee of his/her deficiencies and give the employee a opportunity of to improve his/her performance (OTI). If a later determination is made showing the employee's performance has sufficiently improved, the employee's within-grade increase will be made effective at the end of the original waiting period.
- (d) When it is determined that an employee's performance is not at a successful level of competence, the negative determination shall be communicated to the employee in writing as soon as possible after completion of the waiting period or other period upon which it is based.
- (e) Within fifteen (15) days after the negative determination is received, the employee may request reconsideration of the determination. USDA and NRCS procedures are to be followed. The employee may be represented by the Union at any stage of the reconsideration process.
- (f) Upon completion of the reconsideration process, the employee may file a grievance under the negotiated grievance procedure.

ARTICLE XXVIII EMPLOYEE DEBTS

Section 1. The Employer agrees that no employee shall be assigned to perform the work of a collection agency for debts allegedly due by an employee to a private individual or firm without a court order from a court of competent jurisdiction.

Section 2. It is recognized that all employees are expected to pay promptly all just financial obligations.

ARTICLE XXIX INCENTIVE AWARDS

Section 1. All employees shall be encouraged to participate in the Incentive Awards Program.

Section 2. No percentage will be used in determining the number of employees to receive awards.

Section 3. Reasons for rejection of suggestions will be given in writing to the employee making the suggestion by their respective Center Director. The employee will be afforded the opportunity to review his/her suggestion file if he/she requests, and he/she may be accompanied by his/her the Union representative.

- (a) The desire of the Employer and the Union is that all employee suggestions be processed in a timely and expeditious manner in accordance with existing regulations.
- (b) If an employee's suggestion, which was previously disapproved, is later implemented, the Employer shall reconsider the suggestion in the terms of employee entitlement to award. Recognition will be given to the employee who submitted the original suggestion.

Section 4. Supervisors shall use the Incentive Award Program to recommend deserving employees for cash awards.

Section 5. The criteria for an Incentive Award will be uniformly applied for all bargaining unit employees. The criteria is:

- (a) The employee's contribution must exceed normal requirements for the job and be of value to the government.
- (b) An award can be granted for a contribution that is outside or within job responsibilities. If within, the contribution must be so superior to what is normally expected that it clearly warrants special recognition.

Section 6. Incentive Awards less than two (2) years old will be considered by a promotion panel when assigning numerical ratings for knowledge, skills, abilities, and other characteristics.

ARTICLE XXX RESEARCH PROGRAMS AND DEMONSTRATION PROJECTS

Section 1. "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 4701, PL 95-454).

"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 (Section 4701, PL 95-454).

Section 2. Employees within the bargaining unit shall not be included within a demonstration project, if the project:

- (a) would violate this agreement, unless there is another written agreement with respect to the project between the Employer and the Union permitting the project; or

- (b) is not covered by this agreement, until there has been consultation or negotiation, as appropriate, with the Union (Section 4703, PL 75-454).

Section 3. Employees within the bargaining unit shall not be included within any demonstration project unless there has been — Employer consultation regarding the project with the employees in the bargaining unit (Section 4703, PL 95-454).

ARTICLE XXXI CONTRACTING-OUT OF BARGAINING UNIT WORK

Section 1. The Union recognizes the right of the Employer to determine the methods, means, and personnel by which the operations of the Employer are to be conducted. The employer recognizes and shares the desire of the Union to protect the job security of bargaining unit employees. Both parties jointly recognize that employee job security is enhanced through efficient and economical accomplishment of the mission of the Employer.

Section 2. When the Employer determines the necessity to contract out work, which is performed in whole or in part by bargaining unit employees, and the contracting-out will adversely affect bargaining unit employees, the Employer agrees to notify within 90 days the President of the Union as soon as possible for the purpose of impact and implementation bargaining. The Employer will brief the President of the Union with respect to the projected impact on bargaining unit employees. The term "adversely affect" for the purposes of this agreement means separation, demotion, or loss of pay. The Employer will abide by the applicable provisions of OMB Circular A-76 and other applicable regulations.

Section 3. The Employer agrees all bargaining obligations will be met prior to implementation and recognizes the right of the Union to receive factual and clarifying information for the purpose of impact and implementation bargaining.

Section 4. The Employer will provide the Union with the reasons for any decision to contract-out work which adversely affects bargaining unit employees; how bargaining unit employees will be affected; and the steps to be taken by the Employer to minimize the adverse impact on affected employees. The Employer shall provide the Union with a copy of each appropriate invitation for bids at the time such invitations are mailed to prospective bidders. The Union will be furnished the date, time and place of each bid opening.

Section 5. The Employer agrees to furnish the Union with all cost data and other data which affects, or results from, the decision to contract work which adversely affects bargaining unit employees as soon as it is available.

Section 6. Employees who are separated as a result of contracting out will be entitled to severance pay if employed by the contractor, unless otherwise exempted by regulations. Employees must meet other eligibility requirements such as length of service, tenure and other legal requirements.

Section 7. In the event the Employer requires unit work to be done by a Contractor, the direct or indirect supervision will be in accordance with 5 USC 7106 (a)(2).

ARTICLE XXXII
PARKING

Employees will be provided with adequate parking space within the designated parking lots.

ARTICLE XXXIII
IMPASSES IN NEGOTIATIONS

Impasses will be resolved in accordance with Public Law 95-454 utilizing FMCS and FSIP.

ARTICLE XXXIV
TRAVEL AND PER DIEM

Travel and per diem will be paid in accordance with law and other appropriate authority.

ARTICLE XXXV
NEPOTISM

Section 1. The Employer agrees that in order to prevent favoritism and collusion, members of the same family will not be appointed, employed, promoted or advanced in or to a position where a direct supervisory relationship exists, where favored treatment can ensue, where the job relationship increases the potentiality of collusion or where such personnel action has been advocated by a member of the same family who has the authority to take or recommend such action.

Section 2. Member of the same family will be considered to be, 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, step-father, step-mother, step-son, step-daughter, step-brother, half brother and half sister.

ARTICLE XXXVI
DETAILS
(ASSIGNMENT OF WORK)

Section 1. The Employer agrees not to require an employee to perform the duties of a higher graded position without some form of personnel action as provided in this Article.

Section 2. 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 his/her regular duties at the end of the detail. It is agreed that details may be made in the interests of economy and efficiency for such purposes as set forth in applicable regulations. To the extent feasible, details from the next lower grade will be rotated among employees in the unit.

Section 3. Details will not exceed 120 days unless it is necessary to extend. An extension may be made for cause but will not exceed 120 days. Employees detailed to higher graded positions that are expected to exceed 60 days will be temporarily promoted as provided in the merit promotion plan.

Section 4. Details in excess of 30 days will be reported on SF-52 and maintained as a permanent record in the OPF. Upon an employee's request, the supervisor shall document (in memo form) a detail of 2 weeks to 30 days. This documentation will be placed in the OPF. This will be done so that employees may receive credit toward qualifications for higher level positions.

Section 5. Employees shall have one immediate supervisor who will make work assignments and conduct performance ratings. Leaders are not considered supervisors.

ARTICLE XXXVII
DURATION OF AGREEMENT

Section 1. This agreement will remain in full force and effect for three (3) 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. Any ruling set forth by the FSIP concerning parking space and office space will be a part of this agreement.

Section 2. Either party may reopen this agreement to modify, amend or renegotiate at the expiration of eighteen (18) months after ratification of this agreement.

Section 3. Either party may give written notice to the other, not more than 105 or less than 60 days prior to the 18-month (mid-term) and the three year expiration date, and each subsequent expiration date for the purpose of renegotiating this agreement.

Negotiations will begin no later than 30 days prior to the mid term and/or expiration date. This agreement will remain in full force and effect during renegotiations.

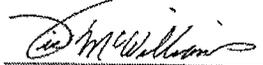
FOR AFGE LOCAL 3839

FOR THE EMPLOYER


RHONDA NEW 11-16-01
Chief Negotiator Date
President, Local 3839


ALAN C. BROWDER 11-16-01
Chief Negotiator Date
NBMC


EUGENE WAYMIRE 11-16-01
Union Steward Date


VIC MCWILLIAMS 11-16-01
NCCG Date


CLYDE GOODMAN 11-16-01
NEDC Date

EFFECTIVE DATE OF AGREEMENT:

October 30, 2001

This Collective Bargaining Agreement was initially executed by the Parties on September 6, 2001. Subsequent to Agency Head review per 5 USC 7114(c), the Parties changed certain contract provisions to conform to recommendations made by the USDA resulting from that review. Because of the Parties agreement to adopt the recommended contract language modifications, the effective date of this Collective Bargaining Agreement is the date when the Agency Head review process was completed - October 30, 2001.