

**COLLECTIVE BARGAINING
AGREEMENT**

between

**USDA RURAL DEVELOPMENT
NEW MEXICO**

and

**AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES
LOCAL 1032**

Albuquerque, New Mexico

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PREAMBLE

It is the intent and purpose of the parties to:

Promote and improve the efficient and effective administration of programs by USDA, Rural Development New Mexico.

Improve the working conditions of employees within the meaning of the Federal Service Labor-Management Relations Statute (“the Statute”), Chapter 71, Title 5 of the U. S. Code, as amended, and 5 U.S.C. 5596, “The Back Pay Act”, as amended.

Establish and foster a basic understanding of personnel policies, procedures and practices, and matters affecting the conditions of employment; and,

Provide a means for amicable discussion and adjustment of matters of mutual interest at USDA Rural Development - New Mexico.

ARTICLE 1: GENERAL PROVISIONS

1.1 PARTIES TO THE AGREEMENT: The parties to this Agreement are the US Department of Agriculture, Rural Development, State of New Mexico (“Employer”), and the American Federation of Government Employees, AFL-CIO (“AFGE”) and its designated bargaining agent, American Federation of Government Employees (AFGE) Local 1032 (“Union” or “AFGE 1032”).

1.2 RECOGNITION: Pursuant to a petition in Case No. DA-RP-90043 filed September 28, 1999 by AFGE, the Federal Labor Relations Authority (“FLRA”) conducted an election in an appropriate unit of employees (usually referred to hereinafter as “employees” or “bargaining unit employees”) of the Employer. In that election, a majority of the valid ballots were cast for AFGE. Accordingly, the FLRA certified AFGE as the exclusive representative for collective bargaining purposes of the employees. Thereafter, AFGE delegated to AFGE 1032 authority as its agent to represent the unit. Accordingly, the Employer recognizes AFGE and its designated bargaining agent AFGE 1032 as the exclusive representative of all employees in the bargaining unit.

1.3 BARGAINING UNIT COVERAGE: The appropriate unit of employees covered by this Agreement is described by the FLRA “Certification of Representative” issued February 8, 2000, in Case No. DA-RP-90043, as follows:

Included: All non-professional employees of the U.S. Department of Agriculture, Rural Development, State of New Mexico.

Excluded: All professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2)(3)(4)(6)&(7).

ARTICLE 2: PROVISIONS OF LAW AND REGULATIONS

2.1 In the administration of all matters covered by this Agreement, management officials and employees are governed by existing or future laws and regulations of appropriate authorities, by existing government-wide regulations set forth, and by existing published Department and Employer rules and regulations, consistent with provisions of 5 USC Chapter 71. The Statute will be the basis of resolving any issues not addressed by this Agreement.

2.2 Terms and conditions of this Agreement supersede conflicting past practices and previously negotiated agreements between the Union and Employer. All past practices and negotiated agreements which are consistent with the terms and conditions of this Agreement remain in full force and effect subject to law and existing Government-wide rules and regulations.

2.3 Department or Employer policies that existed at the time the Agreement was executed shall prevail unless otherwise stated in this Agreement. The Union will be given a notice of proposed Department or Employer policies for appropriate negotiations prior to implementation.

2.4 It is agreed and understood that any prior benefits and practices and understandings that were in effect on the effective date of this Agreement that are not specifically covered by this Agreement and are not in conflict with the Agreement, shall not be changed except in accordance with 5 U.S.C. 71.

2.5 The provisions of this Agreement shall apply to all supplemental, implementing and subsidiary agreements between the parties.

2.6 Days are calendar days unless otherwise noted.

ARTICLE 3: RIGHTS OF EMPLOYEES, UNION, AND EMPLOYER

3.1 EMPLOYER RIGHTS

Subject to subsection (b) of §7106 of the Statute, nothing in this section shall affect the authority of any management official of the Employer:

1. To determine the mission, budget, organization, number of Employees, and internal security practices of the Employer; and
2. In accordance with applicable laws:
3. to hire, assign, direct, layoff, and retain Employees of the Employer, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees;
4. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Employer operations shall be conducted;
5. with respect to filling positions, to make selections for appointments from:
 - a. among properly ranked and certified candidates for promotions; or
 - b. any other appropriate sources; and
 - c. to take whatever actions may be necessary to carry out the Employer's mission during emergencies.

Nothing in this section shall preclude the Employer and the Union from negotiating in accordance with the provisions of 7106(b)(1) of the Statute.

1. on the numbers, types and grades of Employees or positions assigned to any organizational subdivisions, work project, or tour of duty, or on the technology, methods, and means of performing work;

2. procedures which management officials of the Employer will observe in exercising any authority under §7106(a) of the Statute; and
3. appropriate arrangements for Employees adversely affected by the exercise of any authority under §7106(a) of the Statute by such management officials.

3.2 UNION RIGHTS AND DUTIES

The Union has the right to negotiate collective bargaining agreements covering all employees in the Unit. The Union is responsible for representing the interests of all Employees in the Unit it represents without discrimination and without regard to labor organization membership.

The Union shall be given the opportunity to be represented at:

1. any formal discussion between one or more representatives of the Employer and one or more Employees in the Unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or
2. any examination of an Employee in the Unit by a representative of the Employer in connection with an investigation if:
 - a. the Employee reasonably believes that the examination may result in disciplinary action against the Employee; and
 - b. the Employee requests representation.

The Employer and the Union shall annually inform its Employees of their rights under paragraph 2 of this subsection.

3.3 EMPLOYEES' RIGHTS

Each Employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely, and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such right:

1. to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities; and
2. to engage in collective bargaining with respect to conditions of employment through representatives chosen by Employees under 5 U.S.C. 71.

3.4 EMPLOYEE ORIENTATION

The Employer will give timely notice to the Union President or designee of the hiring of new employees and of new employee orientation sessions. The Union will be afforded the opportunity to participate in new employee orientation sessions and may distribute appropriate material.

The Employer will provide each new Bargaining Unit Employee with:

1. a copy of the Collective Bargaining Agreement
2. any Union/Employer-wide supplemental agreement,
3. Union-provided and Employer-approved cover letter which includes a listing of Union Stewards and Officers.

ARTICLE 4: PROBATIONARY, PART-TIME, AND TEMPORARY EMPLOYEES

4.1 GENERAL

All such employees of the bargaining unit shall be covered by the terms of this Agreement to the extent consistent with applicable laws and regulations, except as specifically modified by the Agreement.

4.2 PROBATIONARY EMPLOYEES

Procedures for probationary bargaining unit employees:

1. The Employer agrees to provide probationary employees with the opportunity to develop and to demonstrate their proficiency.
2. The Employer agrees to advise a probationary bargaining unit employee of his/her performance progress at the expiration of the first six (6) months of the probationary period, in addition to the standard review process.
3. Probationary employees are subject to discharge at any time during their probationary period if work performance, suitability or conduct during this period fails to demonstrate fitness or qualifications for continued employment. When the Employer terminates a bargaining unit employee serving a probationary period, the Employer shall notify him/her of the reasons for termination.

4.3 PART-TIME EMPLOYEES

Employee information - Employees may request information concerning the impact of the conversion from full-time to part-time or part-time to full-time employment in the areas of retirement, reduction-in-force, health and life insurance, promotion, and step increases. The Employer will strive to provide the requested information within fifteen (15) calendar days from the date of the request. Requests will be prioritized based upon need.

Consideration - The Employer will consider employee requests to convert to part-time or full-time work.

Changes in work hours and work schedule will be in accordance with pertinent provisions of Article 7, "Hours of Work, Basic Workweek and Alternative Work Schedules".

4.4 TEMPORARY EMPLOYEES

Temporary employees will be afforded the same rights to Union representation as other bargaining unit employees.

ARTICLE 5: NEGOTIATED GRIEVANCE PROCEDURE

5.1 COMMON GOAL

It is the intent of the Employer and Union to have open discussions about disagreements in the workplace, to treat such matters seriously, and to cooperate in the spirit of mutual problem-solving to resolve disputes. Since grievances often arise from misunderstandings that can be settled promptly and satisfactorily on an informal basis, the Employer and Union will encourage potential grievants to discuss their complaints with the responsible management or Union officials at the lowest level before filing a written grievance. The Union, if requested by the employee, has the right to participate either personally or telephonically in such discussions with management officials. However, informal efforts may not lead to resolution.

For purposes of this Agreement, a grievance means any complaint as defined in 5 U.S.C. 7103(a)(9) of the Statute i.e., a grievance means any complaint:

- A. By any employee concerning any matter relating to the employment of the employee;
- B. By the Union concerning any matter relating to the employment of any employee;
- C. By any employee, the Union or the Employer concerning:
 - 1. The effect or interpretation or claim of breach of a collective bargaining agreement;
 - 2. Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

This procedure shall be the exclusive procedure for resolving complaints except it shall not include a grievance concerning:

1. any claimed violation relating to prohibited political activities;
2. retirement, life or health insurance;
3. suspension or removal for National Security reasons;
4. an examination, certificate, or appointment;
5. the classification of any position which does not result in the reduction in grade or pay of any employee;
6. any and all complaints concerning conditions of employment of non-bargaining unit positions.

Complaints concerning an alleged prohibited personnel practice under 5 U.S.C. §2302(b)(1) subject to the jurisdiction of the Equal Employment Opportunity Commission, or concerning a matter covered by 5 U.S.C. §4303 and §7512 subject to the jurisdiction of the Merit Systems Protection Board may be grieved under either this procedure or the respective appropriate statutory procedures, but not under both. The Statute will be the basis of resolving any issues not addressed by this Agreement.

5.2 REPRESENTATION

Employee(s) utilizing the Negotiated Grievance Procedure will have the right to be represented and/or advised by the Union. In addition, an employee and or group of employees have the right to present or process a grievance under this procedure on their own behalf. In such cases, the Union will be afforded the opportunity to participate, on official time during any and all formal discussions/meetings, between the Employer and the grievant(s) relating to the grievance filed.

TIME LIMITS: Time limits specified in this Article may be modified by mutual agreement of both parties. Failure of the grieving party to comply with time limits will result in default of

the grievance. Failure of the party against which a grievance was filed to comply with time limits will allow the grieving party to advance the grievance as provided below.

5.3 PROCESS

The following procedures are established for the resolution of grievances:

A - EMPLOYEE GRIEVANCES

An employee requesting representation by the Union will complete and submit a written request to the Union President with a copy to the Employer (usually his/her immediate supervisor).

STEP 1

An employee or the Union will file a written grievance within fifteen (15) calendar days after receipt of the notice of action, occurrence of the incident or knowledge of the incident (whichever occurs first).

At a minimum, the grievance will contain:

The grievant(s) name, duty station, and telephone number;

The specific nature of the grievance, including the identification of any provisions of the Labor-Management Agreement alleged to have been violated, the provisions of any law, rule, and/or regulation affecting conditions of employment alleged to be violated;

The remedial action desired.

It will be filed at the level of management that initiated the action which resulted in the grievance. A copy of all grievances must be provided to the Union Representative or designee and Employer Representative or designee simultaneously with the filing of the grievance. If the grievance is filed at a higher level than appropriate, the receiving office will return the grievance to the employee with instructions as to the level at which it should be filed. The employee must then re-file the grievance within seven (7) calendar days. To protect the rights of individuals and the integrity of the grievance process, individual

grievance issues are to remain strictly confidential between the parties involved. Within fifteen (15) calendar days of receipt of a properly filed written grievance, the supervisor or other management official will review the matter being grieved and will schedule and hold a meeting with the grievant to discuss the issues. A written response granting or denying the remedy requested will be issued within fifteen (15) calendar days of the meeting.

STEP 2

If the grievant or the Union is not satisfied with the Step 1 response from the supervisor or other management official, she/he may submit the grievance to the Second Level Supervisor within ten (10) calendar days of the response. If the Second Level Supervisor is the State Director, proceed to Step 3. The submission to the Second Level Supervisor must also be in writing and cite any remaining requested relief. The Second Level Supervisor may choose to meet with the employee and the Union official and, will issue a written decision within fifteen (15) calendar days of receipt of the matter

STEP 3

If the grievant or the Union is not satisfied with the Step 2 response, the grievance may be submitted to the State Director. The grievance must be presented in writing by the employee and/or designated representative to the State Director or his/her designee within ten (10) calendar days after the decision rendered at the Step Two. Upon request of the Union, the State Director or designee shall meet with the employee and/or the representative within fifteen (15) calendar days of receipt of the grievance. If the issue is not resolved at the meeting, a final decision will be issued in writing within twenty (20) calendar days of the meeting. If the grievant is dissatisfied with the reply, the grievance may be submitted to arbitration by the Union.

B. EMPLOYER AND UNION GRIEVANCES

When the Employer or the Union decides to file a grievance, it will do so by filing the grievance in writing directly with the other party for resolution within thirty (30) calendar

days of the date that the Employer or the Union became aware or should have become aware of the act or occurrence or anytime if the act or occurrence is of a continuing nature. The submission of Union grievances will be through the State Director. The submission of Employer grievances will be through the Union President. As a minimum, the grievance will indicate the specific nature of the grievance and the remedy desired and, where appropriate, the article(s) and section(s) of the agreement involved and any law, rule or regulation violated. The parties shall meet within twenty-one (21) calendar days of receipt of the grievance in an attempt to resolve the grievance. If the matter is not resolved at this meeting, a written decision will be issued to the grievant within twenty-one (21) calendar days of the close of the meeting.

If the grievant is dissatisfied with the reply, the grievant may submit the grievance to arbitration.

5.4 ALTERNATIVE DISPUTE RESOLUTION

If both parties agree, the matter may be referred to an Alternative Dispute Resolution procedure, as outlined in Article 30 for possible resolution. The terms and timeframes for alternative resolution will be jointly determined at the time the matter is referred.

5.5 MEDIATION

Because mediation using the services of disinterested third-parties to assist in negotiating mutually acceptable resolutions may be an efficient, effective and economical method of resolving disputes:

- A. Either party may request mediation within twenty-one (21) calendar days of the final written response by the Employer as to an employee or Union-initiated grievance or by the Union as to a grievance initiated by the Employer.
- B. Such mediation shall be completed within thirty (30) days of the timely request. However, the parties may extend this time limit by mutual agreement. A party's request for mediation shall halt temporarily the running of time limits for

processing that grievance. If a time limit is not extended and the grievance is not resolved, the running of the time limit resumes on the thirty-first (31st) day.

- C. Mediation will occur only when FMCS or other mutually agreeable low-cost/no-cost mediators are available.

ARTICLE 6: ARBITRATION

Any grievance that is not satisfactorily settled under the informal and formal procedures shall be subject to binding arbitration which may be invoked by either the Union or the Employer within thirty (30) calendar days of the formal decision or the conclusion of ADR. Costs of arbitration shall be borne equally by the Union and the Employer. If either party requests a transcript, they shall be responsible for its cost.

The moving party will prepare one (1) form for the joint request to the Federal Mediation and Conciliation Service ("FMCS") to furnish the parties a list of seven (7) impartial persons qualified to act as arbitrators who practice in New Mexico. An information copy of the request will be sent to the other party's primary point of contact (Union President or designee and Employer Representative or designee). The Union and Employer shall equally bear the cost of the FMCS list. Prior to selecting an arbitrator, either party may request a new list, at their expense.

The two primary points of contact shall agree on an arbitrator within twenty-one (21) calendar days after receipt of the list from FMCS. The first grievance where the parties cannot agree on an arbitrator, the moving party will strike first a name from the list of arbitrators. Then the other party will strike a name. This striking process will continue until the remaining individual shall be the duly selected arbitrator. For subsequent grievances where the parties cannot agree upon an arbitrator, the parties will alternate in who strikes the first name from the list of arbitrators. If the parties fail to agree on a joint submission of the issue(s) for arbitration, each shall make a separate submission and the arbitrator shall determine the issue(s) to be heard. The arbitrator's award will be binding on both parties, except either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority ("FLRA") under regulations prescribed by the Authority. If exception is taken to an award, each party shall bear its own costs.

ARTICLE 7: HOURS OF WORK, BASIC WORKWEEK, AND ALTERNATIVE WORK SCHEDULES

7.1 FAMILY-FRIENDLY WORKPLACE

1. PURPOSE

- A. To establish a Family-Friendly Workplace authorizing alternative work schedules which enables the Employer to meet its mission needs while allowing employees sufficient flexibility to meet both work and family needs. The Employer benefits by improved employee effectiveness and morale while giving employees more control over their lives.

- B. The use of the Hours of Duty Handbook (RD Instruction 2051-F, Exhibit A) is mandatory and should be used in conjunction with this Article.

2. DEFINITIONS

- Official Hours - Are the hours when an office is open for business. This is normally 8:00 am to 4:30 pm.

- Core Hours - Are the designated hours (9:00 am to 2:30 pm) during which all full-time employees must be present during their normal tour unless on approved leave, scheduled lunch period, or the tour of duty has been changed in accordance with paragraph 3(b)(1)(c) of this section.

- Lunch Band - Is the band of time, between the hours of 11:00 am to 2:00 pm that a lunch period may be scheduled.

- Flexible Work Schedule (“FWS”) - A work schedule that:
 - 1. In the case of a full-time employee, has an 80-hour biweekly basic work requirement that allows an employee to determine their own schedule within the limits set by the Employer; and

2. In the case of a part-time employee, has a biweekly basic work requirement of less than 80 hours that allows an employee to determine their own schedule within the limits set by the Employer.
 3. Is established between the hours of 6:00 am to 12:00 am. However, on a regular basis the employee's scheduled workday must be completed by 6:00 pm.
- Maxiflex Schedule - A type of FWS that contains core hours on 10 or fewer workdays in the biweekly pay period and in which a full-time employee has a basic work requirement of 80 hours for the biweekly pay period. Some employees will not be allowed to participate fully in this plan because of unique position requirements or office coverage.
 - Flexitour Schedule - A type of FWS in which an employee is allowed to select starting and stopping times within the flexible hours. Employees must work 8 hours a day, 5 days a week.
 - Compressed Work Schedule ("CWS") - Is always a fixed schedule.
 1. In the case of a full-time employee, an 80-hour biweekly basic work requirement that is scheduled by an Employer for less than 10 workdays; and
 2. In the case of a part-time employee, a basic work requirement of less than 80 hours that is scheduled by an Employer for less than 10 workdays and that may require an employee to work more than 8 hours a day.
 - Credit Hours - Those hours within an FWS that an employee elects to work in excess of their basic work requirement so as to vary the length of a

workweek or workday. Although credit hours are worked voluntarily, and are not ordered overtime, they are to be worked with the concurrence of the Employer (usually the employee's supervisor). Employees on CWS are not eligible to earn credit hours.

3. POLICY

- a. This policy is to implement alternative work schedules including Maxiflex and Flexitour and a fixed work schedule (Compressed). These options provide a full range of work schedules for employees.
- b. Official hours are the hours when an office is open for business. This is normally 8:00 am to 4:30 pm. Core hours are the designated hours (9:00 am to 2:30 pm) during which all full-time employees must be present during their normal tour unless on approved leave, scheduled lunch period, or the tour of duty has been changed in accordance with paragraph 3(b)(1)(c) of this section. A lunch period of 30, 45, or 60, etc., minutes is requested by the employee and approved by the Employer (usually the employee's supervisor). The lunch band is between the hours of 11:00 am to 2:00 pm.

1. Maxiflex Schedule

- a. The Employer (usually the employee's immediate supervisor), is responsible for determining whether conditions such as office coverage may restrict certain positions from Maxiflex participation.
- b. Employees select a starting time each day, e.g., 8:00 am (so that the Employer may know generally when to expect the employee). However, the employee may change the starting times daily within the established flexible hours of 6:00 am to 9:00 am. Supervisors may require that an employee provide advance notice when the

employee will not be arriving within 30 minutes of their anticipated arrival time. The employee's scheduled number of hours for that day must be completed by 6:00 pm unless the tour of duty has been changed as described in paragraph 3(b)(1)(c) of this section. Full-time employees must schedule a minimum of 5 1/2 hours and a maximum of 10 hours (exclusive of lunch period) for each scheduled workday.

- c. The employee is responsible for choosing a biweekly schedule and submitting it in writing to the Employer (usually their immediate supervisor) for approval. The Employer may change the tour of duty to not later than 12:00 am for days when employees are required to attend night meetings. Night pay differential will apply to hours worked after 6:00 pm when the supervisor initiates the change in the work schedule.
- d. Hours an employee works under a Maxiflex schedule are to be recorded on a minute-to-minute basis. Exact arrival and departure times are to be recorded for each employee on a daily basis.
- e. Under Maxiflex, work schedules may vary. Employees may work:

Example 1:

1st week: M - 10 hours, T - 10 hours, W - 6 hours,
Th - 10 hours, F - 8 hours;

2nd week: M - 7 hours, T - 7 hours, W - 7 hours,
Th - 7 hours, F - 8 hours.

Example 2: A traditional 8-hour, 5-day workweek.

Example 3:

1st week: M-F - 9 hours;

2nd week: M-W - 9 hours, Th - 8 hours.

While this appears to be a 5/4-9 CWS, the employee is under Maxiflex and is eligible to earn credit hours. In addition, the holiday pay the employee earns is 8 hours.

- f. Employees may not work more than 12 hours in a day (exclusive of lunch period). This includes regular tour of duty and credit hours.
- g. Employees will be allowed to request Maxiflex schedule changes as needed throughout the year.

2. Flexitour Schedule

- a. The employee is responsible for choosing a biweekly schedule within the hours of 6:00 am to 6:00 pm and submitting it in writing to the Employer (usually the employee's immediate supervisor) for approval. The requested hours are limited to an 8-hour, 5-day workweek.
- b. Employees will be allowed to request a change in Flexitour hours not to exceed four times per year.
- c. Employees on Flexitour are eligible to earn credit hours.

3. Compressed Work Schedule ("CWS")

- a. CWSs are arranged to enable employees to fulfill their basic work requirements in less than 10 days during the biweekly pay period.

- b. Two types of CWSs are authorized: (1) the 5/4-9 compressed plan and (2) the 4-10 workweek.
- c. There are no provisions for employee flexibility in reporting time or quitting time under CWS.
- d. There is no legal authority for credit hours under CWS.
- e. Employees will be allowed to request a change in CWS not more than four times per year.
- f. A full-time employee on a CWS who is relieved or prevented from working on a day designated as a holiday (or an "in lieu of" holiday) is entitled to their rate of basic pay for the number of hours of the CWS on that day.
- g. If a part-time employee on a CWS is relieved or prevented from working on a day designated as a holiday, he/she is entitled to their rate of basic pay for the number of hours of the CWS on that day. Part-time employees do not receive an "in lieu of" holiday.
- h. Determining "in lieu of" holiday. Full-time employees on a CWS who are not scheduled to work on a holiday receive an "in lieu of" holiday on the preceding workday.

4. Credit Hours

- a. Credit hours are worked on a voluntary basis. However, they are worked with the concurrence of the Employer (usually the employee's immediate supervisor).

- b. Credit hours may be earned by employees on FWSs (Maxiflex or Flexitour).
- c. Full-time employees may carry over no more than 24 credit hours from pay period to pay period.
- d. Part-time employees are limited on a pro-rata basis and may carry over an amount of credit hours equal to one-fourth of their biweekly work requirement.
- e. Credit hours may be earned in the following manner:
 - 15 minute increments;
 - Monday - Friday between the hours of 6:00 am to 6:00 pm;
 - After 6:00 pm to 12:00 am to attend night meetings with supervisory approval;
 - There is no limit on the number of credit hours that may be earned in a workday so long as the total credit hours and regular tour of duty do not exceed 12 hours (exclusive of lunch period).
- f. Credit hours may not be earned by employees on CWS.

4. RESPONSIBILITIES

a. Supervisors

1. Approve or disapprove the biweekly work schedule submitted by the employee. When a supervisor cannot honor an employee's request because of office coverage, the supervisor will meet with the employee(s) involved to reach a mutually acceptable alternative

schedule. If acceptable compromise cannot be reached at that time, the supervisor will make a final determination concerning the work schedule.

2. Can change an employee's work schedule. After discussion with the employee, the supervisor may make changes to an employee's work schedule to assure adequate coverage or because of workload, training needs, attendance at meetings, travel, an opportunity to improve plan, an operational exigency, etc.

b. Employees

1. Submit a biweekly work schedule in writing to their supervisor for approval. This schedule remains in effect until the employee submits and receives approval for a new schedule.
2. Choose a 30, 45, or 60, etc., minute lunch period. This choice should be communicated to the supervisor in writing. On occasion, with supervisory approval, employees on a Maxiflex work schedule may expand their lunch period within the established lunch band and make it up at the end of the day without a charge to leave.
3. Observe designated duty hours and must be punctual in reporting for work and returning from lunch.

7.2 BREAKS

1. Employees are authorized two (2) fifteen (15) minute breaks each day. The break periods will be taken in the morning and the afternoon. Breaks cannot be added to arrival times, lunch periods, or closing time and cannot be carried over and accumulated.

2. The fifteen (15) minute break in each part of the day may be taken at one time or in shorter intervals but total time in each part of the day will not exceed fifteen (15) minutes.
3. Employer business will, from time to time, interrupt breaks, with phone calls and walk in customers. Employees will, in such cases, shorten breaks but still be authorized the fifteen (15) minutes each morning and afternoon.
4. If it sees possible evidence of abuse of the break period (exceeding the fifteen (15) minutes per morning or afternoon), the Employer may require the employee to check in and to check out of the break periods.

7.3 CREDIT HOURS

Credit hours provide flexibility for bargaining unit employees to meet Employer mission area needs, without increasing overtime costs. Credit hours are also a key element in meeting the Family Friendly objectives embedded in the RD Instruction 2051-F.

Credit Hours Worked

1. Those hours in excess of the employee's daily tour of duty which are performed at the employee's option with concurrence of the Employer.
2. Request to Work Credit Hours
 - a. Normally, the employee will request to work credit hour(s) prior to the date the employee intends to work the credit hour(s) by submitting this request to the Employer (usually his or her immediate supervisor). In the supervisor's absence, the request will be submitted to the next level supervisor. The Employer will normally approve or deny the request before the employee works the credit hours. Requests and approvals can be verbal or written.
 - b. In the case of an employee who is on a flexible work schedule and, without specific prior supervisory approval, spends time to perform work within the Employer's tour of duty but outside the employee's schedule, the Employer will count the time for credit hours under the following conditions:

1. within two (2) workdays of the occurrence, the employee submits to the Employer (usually through his or her immediate supervisor) a memorandum that justifies counting the time by showing:
 - i. performing the work at that time was reasonably necessary, and
 - ii. the employee attempted to obtain supervisory approval but was unsuccessful because no supervisor was reasonably available; and
2. the supervisor concurs by signing the memorandum. Retroactive approval of credit hours may be justified for any individual employee no more than once per pay period except when the employee can demonstrate exceptional circumstances.

3. Use of Credit Hours

Credit hour leave requests will be approved/disapproved in accordance with RD Instruction 2066-A, "Leave", dated February 23, 1990.

ARTICLE 8: OVERTIME AND COMPENSATORY TIME

8.1 GENERAL

Overtime and compensatory time will be administered in accordance with the applicable law and/or regulation that applies to the employee, i.e. RD Instruction 2051-H; DPM regulation Chapter 550, Sub-chapter 1, Premium Pay; and the appropriate overtime provisions of 5 CFR 532-550-551.

Time under this article will be earned or used in increments of fifteen (15) minutes. The provisions for fractional hours are contained in RD Instruction 2051-H, at 2051.363.

The Employer determines the need for, approves, and assigns all overtime work, and also determines the required qualifications of employees to perform it.

8.2 PROCEDURE FOR ASSIGNMENT OF OVERTIME

The Employer will give an employee as much advance notice as possible in making overtime assignments, but the parties acknowledge that emergencies, operational exigencies, and unanticipated workload requirements may result in the Employer's inability to give advance notice. However, employees will be allowed reasonable time under the circumstances to make arrangements necessary to minimize personal hardship.

8.3 COMPENSATORY TIME

Compensatory time is considered overtime. All rules and procedures established in this article that govern the assignment and accrual of overtime are applicable to compensatory time, except as noted herein.

Employees who are "nonexempt" under the Fair Labor Standards Act ("FLSA") may be allowed to earn compensatory time rather than paid overtime provided that the employee requests, in writing, at the time overtime is requested. Compensatory time for FLSA nonexempt employees is granted at the discretion of the Employer, however, the Employer may not require that the employee earn compensatory time in lieu of paid overtime.

The use of compensatory time off shall be governed by the applicable provisions of 5 CFR Parts 550 and 551, and applicable USDA and Rural Development directives.

Compensatory time will be used prior to annual leave unless in a year when annual leave is subject to forfeiture.

8.4 COMPENSATORY TIME OFF-TRAVEL

The administration of compensatory time off for travel shall be governed by the provisions of 5 CFR Part 550 and applicable USDA and Rural Development directives.

ARTICLE 9: LEAVE

Rural Development New Mexico will continue to apply to bargaining unit employees:

1. the provisions of the RD Instruction 2066-A, "Leave", dated February 23, 1990;
2. the provisions of the RD Instruction 2051-F, "Hours of Duty", dated May 31, 2000;
3. the statutory obligations of the Family and Medical Leave Act of 1993 ("FMLA") as it has been or may be amended; and
4. the statutory obligations of the Family Friendly Leave Act which became effective December 2, 1994, as it has been or may be amended.

ARTICLE 10: PROMOTION AND BARGAINING UNIT VACANCIES

The principle of merit promotion is to ensure that employees are given full and fair consideration for advancement and to ensure selection from among the best-qualified candidates. The Employer recognizes the value of promoting from within and in creating promotion opportunity for New Mexico Rural Development Employees. When filling bargaining unit positions under the Merit Promotion Common Policy, New Mexico Rural Development will follow that Policy and the following additions.

10.1 GENERAL PROVISIONS

The area of consideration for bargaining unit vacancies will be as follows:

1. New Mexico RD Employees; or, if the Employer determines the response to a vacancy announcement may be limited;
2. New Mexico RD employees, current and former federal government employees with status, U.S. citizens eligible for special hiring authorities, or;
3. "Open all Sources".

The Employer will give preference to current bargaining unit members over other competing non-unit applicants who are equally qualified.

Merit Promotion Panels may be used for all merit promotion positions filled.

1. The Employer will notify the Union when the panel will be convened.
2. Evaluation and ranking procedures will be in accordance with the USDA Common Merit Promotion Plan & Merit Staffing Principles.

Electronic notification of vacancies will be used. All announcements should remain posted until the announcement officially closes.

If a vacancy announcement is canceled, a notice of cancellation will be posted in the same manner as the original announcement.

As provided by the USDA Common Merit Promotion Plan, employees will be furnished, on request and with or without representation by the Union, all information pertaining to the filling of the vacancy.

10.2 LATERAL REASSIGNMENT OR CHANGE TO LOWER GRADE

A bargaining unit employee may request reassignment without paid relocation expenses to a known vacant position of equivalent grade or lower. Bargaining unit employees will be given priority consideration for a lateral transfer in accordance with applicable laws and regulations.

10.3 REFERRAL AND SELECTION

After it has selected an applicant for a position, the Employer will attempt to notify all internal applicants before announcing the selection. Non-selectees may solicit from the selecting official information regarding the reason for their non-selection and how to improve the likelihood of being chosen in the future.

10.4 RESOLUTION OF DISPUTES

A grievance may be filed under the Negotiated Grievance Procedure of the Collective Bargaining Agreement when there is an alleged violation of relevant Merit Promotion law, rule, regulation, or the provisions of this Article.

10.5 CAREER LADDER POSITIONS

The Employer (usually the immediate supervisor of the employee) and employees in career ladder positions are jointly responsible for developing a plan for the employee to attain the full performance level of the position. If the employee is not progressing satisfactorily, it is the responsibility of the Employer to counsel the employee, and the employee should take steps to correct any deficiencies.

An employee will be eligible for promotion to the next higher grade in the career ladder beginning with the first pay period after 52 weeks or whatever lesser time period may be applicable, provided:

1. Applicable time in grade, qualification, quality of experience requirements, and other appropriate statutory and administrative requirements have been met; and
2. A rating or progress review of the employee's overall performance for the time in grade is satisfactory; and
3. The Employer determines that the employee is capable of performing the higher graded duties.

Pursuant to applicable regulations, an employee may not advance on the career ladder for his or her position for failing to satisfy the previously-mentioned eligibility requirements or because the work available at the next higher grade in the position is insufficient.

10.6 NONCOMPETITIVE PROMOTION

When the servicing personnel office determines that there has been an accretion of duties and responsibilities that warrants an increase in grade, the Employer will notify the employee, supervisor, and Union representative and may promote the employee without competition or may reassign the higher graded duties.

10.7 TEMPORARY PROMOTIONS

In accordance with 5 CFR 335.103, the Employer will temporarily promote employees detailed to higher graded duties for more than sixty (60) calendar days.

Selections for temporary promotions of 120 days or less will normally be made from among well-qualified employees in accordance with 5 CFR 335.103. Where practicable, such promotions may be rotated among well-qualified employees.

ARTICLE 11: TRAINING

Training shall be in accordance with RD Instruction 2057-A and 2057-D unless this contract provides otherwise.

11.1 TRAINING AND DEVELOPMENT

The Employer and the Union agree that the training and development of employees within the unit is a matter of primary importance to the parties. The Employer will make a reasonable effort to provide appropriate training and development for employees. The Employer and the Union also recognize that employees are individually responsible for applying reasonable effort, time, and initiative to increase their capabilities through self-development and training.

The Employer will remind employees annually to include training requests in their Individual Development Plans ("IDPs").

11.2 SELECTION FOR TRAINING

The Employer shall nominate employees for training and approve such nominations on the basis of the employee's position, or IDP, or other criteria.

11.3 TYPES OF TRAINING PROVIDED

Subject to the Employer's determination of its needs and the availability of funding, the types of training provided can include, but are not limited to, the following:

1. Job-related training is any type of training relating directly to the employee's current job duties. When the Employer determines that training directly related to those duties is necessary, the Employer shall send that employee to the appropriate training. Duty time will be approved for job-related training, when it is scheduled during the employee's basic workweek.

When job-related training is approved, the Employer will pay costs of tuition and required textbooks and other expenses as appropriate, and will pay travel costs, subject to travel regulations and fiscal considerations. If travel

funds are not authorized, and the training would otherwise be approved, the employee will be notified and given the option of attending the training without travel reimbursement and/or expense reimbursement.

2. The Employer will consider employee-initiated requests which would result in better organizational or individual performance. The Employer may approve requests to use administrative leave, annual leave, compensatory time, credit hours or leave without pay for training which is not directly job-related.
3. Each employee shall develop their IDP and an appropriate Employer designee (usually the employee's immediate supervisor) shall review it at least annually. IDPs will be reasonable and achievable.

ARTICLE 12: EQUAL EMPLOYMENT OPPORTUNITY

12.1 RESPONSIBILITIES

The Employer and the Union agree to: cooperate in providing equal opportunity in employment of all persons; prohibit discrimination because of race, color, national origin, sex, religion, age (40+), mental or physical disability, political beliefs, sexual orientation, or marital or familial status; and promote the full realization of equal employment opportunity (“EEO”) through a continuing affirmative action program. The Employer will be responsible for taking necessary affirmative action with the objectives of ensuring a workplace free of discrimination based on any of the factors listed above and will take appropriate remedial action when discrimination occurs. The parties agree that equal employment opportunity shall be administered in accordance with RD Instruction 2045-X and other applicable laws, rules and regulations.

The parties agree that the members of the EEOAC will be appointed by the State Director to serve in accordance with RD Instruction 2045-X, Exhibit C, and will include one member nominated by the Union to serve as its representative.

12.2 EMPLOYEE RIGHTS

Any employee who believes that he or she has been discriminated against on the grounds set forth in Section 12.1 may file either a grievance under the provisions of this Agreement (Article 5) or a complaint under the appropriate complaint/appeals procedure.

Any employee who wishes to file or has filed a grievance or complaint shall be free from coercion, interference, and reprisal.

12.3 REPRESENTATION

Whether the employee chooses to file under EEO procedures or under the Negotiated Grievance Procedure (Article 5), employees have a right to be represented.

For complaints filed under EEO procedures, the representative may be a Union representative or an attorney, or another representative of their choice.

12.4 EEO INFORMATION

EEO Poster will be placed on designated bulletin boards.

12.5 STATISTICAL SUMMARIES

On a yearly basis, the Union will be provided summary statistical data according to job series, grade level, race, sex, age, and disability data of:

1. Promotion actions
2. Awards (special and performance)
3. Disciplinary and adverse actions
4. Workforce profile
5. Training (as tracked by SF 182s)

ARTICLE 13: CAREER ENHANCEMENT

Rural Development New Mexico employees will continue to be covered by the provisions of FmHA Instruction 2045-Y, "Career Enhancement."

The Employer and the Union support Career Enhancement as an alternative means of staffing to meet specific Employer needs and provide training, educational and job opportunities to high quality employees in single-interval series positions GS-1 through GS-9 and Wage Grade equivalent to advance to positions of different and/or greater responsibility and remuneration. Career Enhancement provides opportunities for Rural Development employees to move into skilled or paraprofessional and professional positions through a combination of on-the-job training and formal skills training as prescribed by individualized training plans. Since the program provides for an extension of career ladders beyond the normal progression of the individual employee's current career ladder, it will nearly always result in a classification series change for the employee. Because Career Enhancement assignments are highly selective in the kinds and degree of developmental experiences provided, the selection for a Career Enhancement assignment always begins in open competition under provisions of the Merit Promotion Plan.

ARTICLE 14: HEALTH AND SAFETY

Rural Development New Mexico employees will continue to be covered by the provisions of RD Instruction 2069-A dated 9/30/92, and RD Instruction 2069-B, "Safety and Injury Compensation" dated 7/25/84.

14.1 GENERAL

Providing and maintaining safe and healthful working conditions for all employees is one of the Employer's highest priorities, and it agrees to do so to the extent of its authority and resources consistent with applicable law, Executive Order 12196, OSHA requirements, and other applicable health and safety codes. The Employer will designate a State Safety Officer whose duty it shall be to encourage employees to work in a safe manner, and to receive and review reports of any unhealthful, hazardous, or unsafe conditions.

14.2 EMPLOYER ACTION

With the assistance of the Union, the Employer will work with all persons, entities or organizations which own and/or control work space to which bargaining unit employees are assigned to ensure that healthy and safe working conditions are maintained and to ensure compliance with applicable laws, rules, and regulations. The Employer will also take appropriate action to ensure that any reported hazardous or unsafe working conditions are examined and, if necessary, corrected in a timely manner.

14.3 UNION ACTION

The Union will encourage employees to care for and respect facilities, equipment and their own work environment. The Union will advise the Employer promptly concerning known safety and health problems. Each bargaining unit employee has a duty and is encouraged to report any unsafe or unhealthy working conditions to their immediate supervisor as soon as they become aware of such conditions.

14.4 UNSAFE OR UNHEALTHY WORKING CONDITIONS

Any employee who believes that an unsafe or unhealthy condition exists has the right to report it to their immediate supervisor. The Employer will respond to an employee report

of hazardous conditions and will advise the appropriate Union contact immediately. It will investigate the reported condition. It may refer the situation to:

- a. the appropriate RD or USDA office;
- b. GSA;
- c. the building manager; or
- d. other appropriate officials for further investigation

The Union will be given an opportunity to accompany any inspector who responds on such a complaint during the inspector's physical inspection of the workplace. The Union representative will be granted official time for this purpose. Reasonable travel and per diem expenses, if any, of the Union representatives will be paid by the Employer based on the availability of travel funds and the prudent use of resources. During the course of any such inspection, an employee may bring to the attention of the inspector any unsafe or unhealthy working conditions.

The Employer shall assure that no employee shall be subject to restraint, interference, coercion, discrimination or reprisal for filing a report of an unsafe or unhealthy working condition, or other authorized participation in any Employer occupational safety and health program activity.

14.5 OCCUPATIONAL INJURY OR ILLNESS

Employees who become injured or ill because of the performance of their duties shall report the injury or illness to their supervisor as soon as possible. The Employer shall cooperate in promptly processing all paperwork in connection with compensation claims.

14.6 OCCUPANT EMERGENCY EVACUATION PLAN

Each building in which bargaining unit employees are headquartered will have an Occupant Emergency Evacuation Plan. The Employer will issue an annual reminder of the Occupant Emergency Evacuation Program Plan.

14.7 FIRST AID

The Employer will provide first aid kits at RD building locations and ensure kits are maintained. All employees will have reasonable access to these supplies.

The Employer may provide training to interested employees for cardiopulmonary resuscitation ("CPR") during duty or non-duty hours. If during duty hours, duty time will be given to those approved for participation.

14.8 WELLNESS PROGRAM

The Employer will appoint a collateral duty Wellness Coordinator to encourage health, exercise, wellness and stress reduction in the workplace. The role of a Wellness Coordinator is to develop and implement a Rural Development Health Management Program in accordance with Federal Legislation, Standards, and Guidelines, and Department policy, regulations, and directives as noted in RD Instruction 2069-A, subpart 2069.2 as well as to keep employees aware of health and wellness opportunities, and to recommend that the Employer provide appropriate health and safety training. Duties that may be assigned by the Employer to a Wellness Coordinator include:

- A. Providing liaison between Employer management officials and the Safety and Health Management Division of the Department.
- B. Planning and coordinating the delivery of safety and health education and training programs throughout New Mexico Rural Development.
- C. Providing technical assistance and advice to management officials, supervisors, and employees concerning program matters.

- D. Conducting statewide informational and promotional activities to improve the health programs.
- E. Collaborating with management in the development and implementation of health projects and program evaluations.
- F. Soliciting input from the Union regarding recommended wellness informational and promotional activities.

14.9 EMPLOYEE EXERCISE PROGRAM

- A. It is the policy of the Employer and the Union to encourage, and cooperate with, employees who wish to keep physically fit and cope with stress by engaging in their own programs of self-directed personal fitness and stress-reduction activities. Employees may participate in such activities on-site or in close proximity on duty time by extending one of their regular fifteen (15) minute break periods to twenty (20) minutes, as long as they remain reasonably available for work. An employee who extends one of their regular fifteen (15) minute breaks for a wellness activity shall not take more than thirty (30) minutes of break during the day. (If the Employer sees evidence of possible abuse of the break period, e.g., exceeding the daily allotted time, the Employer may require the employee to check out and to check in for such periods.) Such participation is voluntary and must not disturb the Employer's workplace nor interfere with other employees' utilization of their regular breaks. The Employer is not required to provide either a site or equipment for personal fitness or stress-reduction activities. Employees may participate in such activities off-site during non-work hours by requesting and receiving supervisory approval of appropriate schedules using, e.g., credit hours under flexible work schedules, compensatory time off, annual leave or unpaid time (leave without pay). The Employer (usually the employee's immediate supervisor) is responsible for determining whether conditions (e.g., office coverage or other work-related considerations) permit approval of such requests.

When the Employer cannot honor an employee's request, it will talk with the employee and attempt to reach a mutually acceptable alternative schedule. The employee may request the presence of a Union representative. If an acceptable compromise cannot be reached, the Employer will make the final decision which shall be subject to the grievance process.

The Employer will arrange for two (2) one-hour workshops per year which will assist employees in wellness activities and stress reduction.

ARTICLE 15: PERFORMANCE MANAGEMENT

[Amended October 1, 2008]

Rural Development New Mexico employees will ~~continue to~~ be covered by the provisions of the ~~Common Policy SSBD-4140-01RD~~ Instruction, "Rural Development Performance Appraisal Management", dated October 1, 2008 ~~March 30, 1999~~, with the implementation ~~effective date of January 1, 1999~~.

ARTICLE 16: DISCIPLINARY AND ADVERSE ACTIONS

Rural Development New Mexico employees will continue to be covered by the provisions of RD Instruction, 2045-GG, "Adverse Actions", dated February 20, 1991 and the other following provisions.

16.1 CAUSE

Disciplinary and adverse actions against all employees must be based on "cause" as defined in the applicable laws and regulations. For the purpose of this article: (1) a "disciplinary" action is a formal written reprimand, or a suspension from employment lasting fourteen (14) calendar days or less; and (2) an "adverse" action is a reduction in grade or pay, removal, or suspension for more than fourteen (14) calendar days, or a furlough without pay for thirty (30) calendar days or less, or emergency suspension, which is imposed by the Employer to promote the efficiency of the service when an employee's actions are alleged not to conform to an acceptable standard of conduct when such conduct is directly related to their employment.

The effective use of progressive discipline employing disciplinary and adverse actions to correct, rather than merely punish, employee misconduct requires the application of sanctions to deal with problems in a timely manner. However, the parties also recognize that circumstances may arise in which progressive discipline is not appropriate (e.g., proven cases of violence, major theft, etc.) or when timely action is not possible (e.g., when an investigation or criminal proceeding must be completed first). In all cases, the Employer will afford the employee all procedural and other rights to which the employee is entitled.

16.2 PROCEDURE

The Employer will administer discipline and adverse actions in accordance with existing OPM, USDA, and Employer regulations.

16.3 PRELIMINARY INVESTIGATION

When it investigates an employee's conduct in order to determine whether the employee engaged in misconduct, the Employer is not required to inform the employee that the

inquiry is occurring. However, the Employer shall give the Union an opportunity to be present if any employee who is to be examined by a representative of the Employer in connection with an investigation reasonably believes the examination may result in disciplinary action against that employee and requests representation.

16.4 REPRESENTATION

When it delivers to a bargaining unit employee a notice of proposed or final disciplinary or adverse action, the Employer will advise the employee that he or she is entitled to self-representation, to Union representation, or to other appropriate representation. When the employee chooses to be represented by the Union, the Union will be entitled to advance notice and to be present at any meeting between the employee and the Employer to discuss the action.

When the Employer proposes adverse action excluding formal written reprimand or disciplinary action, the following procedures will apply: the Employer will provide the employee with advance written notice at least thirty (30) calendar days in advance. The notice will state the basis for the proposed action with sufficient detail to enable the employee to understand the reasons for the action. The employee may respond orally and/or in writing within fifteen (15) calendar days from receipt of the notice, and may furnish affidavits and other documentary evidence in support of the response. The employee and the Union representative will be granted four (4) hours of official time to prepare any reply with the understanding that an extension of official time may be granted. An employee who wishes to request an extension of the reply period must submit a request in writing before the end of that period. At the discretion of the deciding official, a requesting employee may be granted an extension if the employee provides valid reasons justifying such an extension. However, no extension of the reply period shall alter the date when the Employer may issue a written decision to the employee. After completion of the notice period, the Employer will issue a written decision to the employee. Written decisions to impose a disciplinary or adverse action shall include a statement of the employee's appeal rights.

16.5 APPEAL

An employee against whom a disciplinary or adverse action is taken under this Article is entitled to appeal through the statutory procedures or through the Negotiated Grievance Procedure of this Agreement, but not both. When an employee is subject to a disciplinary or adverse action, the letter will inform the employee of the employee's right to be represented by the Union in a grievance over the disciplinary action.

Employees seeking to reverse an adverse action on a basis subject to the jurisdiction of the Equal Employment Opportunity Commission or the Merit System Protection Board, may not do so through the Negotiated Grievance Procedure (Article 5) of this Agreement.

16.6 EVIDENCE DISCLOSURE

On written request to Human Resources, to the extent permitted by applicable law, rule and regulation, the employee or the employee's representative will be provided with the evidence, and only that evidence, on which the Employer relied in proposing a disciplinary or adverse action.

16.7 REPORTS

Annually, the Union will be provided with a summary statistical report on the number of disciplinary and adverse actions taken by the Employer.

ARTICLE 17: REDUCTION IN FORCE (“RIF”) AND TRANSFER OF FUNCTION (“TOF”)

17.1 GENERAL RULES

The Employer and the Union recognize that employees may be seriously and adversely affected by a reduction-in-force and/or transfer of function. In the event of a reduction-in-force and/or transfer of function, the Employer will notify the Union and fulfill its obligation to bargain consistent with 5 U.S.C. 71.

17.2 NOTIFICATION TO UNION

- A. When the Employer is anticipating a RIF or TOF, the Union President will be provided the following thirty (30) days in advance of any official notice provided the affected employees in accordance with 5 CFR 351:
 - 1. The reason(s) why the actions may be taken.
 - 2. The approximate number of employees who may be affected.
 - 3. The types of positions anticipated to be affected; and
 - 4. The anticipated effective date that action will be taken.

- B. The Employer shall provide the Union, upon request, with information in accordance with 5 U.S.C. 7114(b)(4).

- C. All RIF(s) and TOF(s) will be conducted in accordance with 5 CFR 351.

ARTICLE 18: OFFICIAL TIME AND UNION REPRESENTATIVES

18.1 USE OF OFFICIAL TIME

- A. The Employer will permit bargaining unit members representing the Union or participating for the Union in representational tasks with respect to this bargaining unit to do so on “official time”, i.e., paid time, as provided by the Statute. Such official time shall be in the form either of paid time when the employee would otherwise be performing their normal duties or of excused absence, sometimes called “administrative leave”. The Employer’s grant of official time shall not entitle the bargaining unit member to travel and per diem unless the Employer specifically approves such payments.
- B. The Employer may grant requests for travel and per diem when the Union submits a legible and documented request demonstrating a legitimate need, i.e., showing approval is in the public interest, necessary to accomplish the task at hand, is for a reasonable amount and is within budgetary constraints. In deciding whether to grant the request, the Employer will also take into account workload, staffing, and any other relevant legitimate business-related considerations.
- C. The “legitimate needs” referred to in ‘1B’ above shall include, but are not necessarily limited to, the following representational tasks:
1. Serving as a Union representative in activities related to joint labor-management efforts as established by mutual agreement of the parties;
 2. Negotiating labor-management agreements;
 3. Participating in proceedings before the Federal Labor Relations Authority;
 4. Representing another bargaining unit member in replying to a notice of proposed adverse action or performance based action or replying to and

requesting reconsideration of a denied within-grade increase or in processing an appeal before the Merit System Protection Board or Equal Employment Opportunity Commission;

5. Preparing for, or participating in, an arbitration hearing under the Negotiated Grievance Procedure of this Agreement.

D. All internal business of the Union, including but not limited to solicitation of membership, collection of dues, campaigning for and conducting elections for Union office, preparing dues withholding or cancellation forms, circulating petitions or Union literature and participating in internal meetings or mass rallies will be performed during non-duty hours.

E. The Employer will recognize as representatives of the Union those bargaining unit members designated as the Union's President (one), Vice President (one), and up to five (5) Stewards or other Officers by written notice to the Employer from the Union. In addition, the Employer will recognize other bargaining unit members as participating for the Union in tasks related to representation when the Union sends to the Employer written notice naming such individuals at least two (2) workdays in advance of the intended use of official time.

F. Employees and Union representatives will ask for official time by submitting the request on the mutually agreed upon form, or an e-mail message or other document containing the information listed in '1G' below to the Employer's point of contact. When the point of contact is not available, the request may be submitted to the State Director or his/her designee. Each employee or Union representative is responsible to notify his or her supervisor as early as possible when official time will be sought. The Employer will approve/deny requests for official time promptly after receiving them, normally within twenty-four (24) regularly scheduled business hours.

G. Normally, to obtain approval for the use of official time, the Union will submit a written request for official time to the Employer's point of contact at least twenty-four (24) regularly scheduled business hours in advance of the intended use. If the Employer does not grant a request for official time, the Union may amend or submit a new request. Requests shall not be approved retroactively except when the amount for an individual occasion is less than one hour. Requests must contain, but are not limited to, the following information:

i. The name of the bargaining unit member for whom the approval is sought.

ii. The name of the employees, if any, with whom the member is to meet.

iii. The specific purpose of the request, i.e.:

((A)) grievance

((B)) arbitration

((C)) negotiations

((D)) Other _____

iv. The location where the member may be found during the official time.

v. The telephone number at which the member may be called during the official time.

vi. The approximate amount of official time for which approval is sought.

vii. The date the request for approval is being submitted.

viii. The date and time the official time is expected to begin.

- ix. The date and time the official time is expected to end.
 - x. The requesting Union official's signature.
- H. Employees may make unscheduled telephone contacts to designated Union representatives, and those representatives may receive those telephone contacts, to obtain representation. These initial contacts will not exceed fifteen (15) minutes per call. Each designated Union representative will record this use of official time on the mutually agreed upon form. Union representatives may not spend more than one (1) hour per day engaged in such unscheduled initial contacts.
- I. The Employer will allow, unless there are compelling workload demands, official duty time to Union officials to attend training sponsored by the Union when the training serves the interest of the Union and the Employer. For each individual, the Union will submit to the Employer at least thirty (30) calendar days prior to training a written request on Form SF 182, "Request, Authorization, Agreement and Certification of Training", providing details about the training, i.e., subject, agenda, dates, location, and attendees. The Employer will normally respond within ten (10) calendar days following receipt of the request.
- i. Up to 80 hours of official duty time per fiscal year may be authorized for this purpose.
 - ii. The Employer will not authorize official duty time for training to perform internal Union business.
 - iii. The Employer will not be obligated to pay travel, per diem or costs of training.
 - iv. Joint labor-management sponsored training will not be counted in the 80 hour limit.

18.2 REPORTING USE OF OFFICIAL TIME

Union representatives will record all official time on their "Time and Attendance Record" (USDA Form AD-2002) and on the approved official time request form they used to request the official time.

ARTICLE 19: USE OF OFFICIAL FACILITIES, SPACE, EQUIPMENT, AND OTHER SERVICES

19.1 GENERAL

For representational purposes, as defined in Article 18, Section C, the Union will have reasonable access to facilities and services such as: duplicating equipment, telephones, FAX machines, computers, internal mail distribution, e-mail, meeting rooms, regular mail, bulletin boards and normal office supplies.

19.2 BULLETIN BOARDS

A bulletin board of approximately 2'x 3' will be provided to each office for placement of Union literature. Only the designated Union bulletin boards will be used for Union postings. Union materials will not be posted anywhere else on USDA premises without prior Employer approval.

Union information may be distributed on USDA, Rural Development property by Union representatives when both the Union representatives distributing and the employees receiving the materials are on non-duty time. Distribution shall not disrupt normal business operations. All such materials shall be properly identified as official Union issuances.

Union information, whether posted on bulletin boards or distributed, must not violate any law, regulations, security of the office or provisions of this Agreement. Union statements will not include defamatory or derogatory remarks that undermine the authority of the Employer and its officials. Concerns over Union bulletin boards will be brought to the attention of the Union so that the condition can be remedied promptly. A disagreement over what constitutes defamatory or derogatory remarks will be addressed through the ADR process of Article 30 and, if necessary, the negotiated grievance procedure or other third party action such as: FLRA, FMCS, etc.

19.3 UNION USE OF OFFICE FACILITIES

On request to the appropriate Employer representative(s), the Employer will make a reasonable effort to provide adequate accommodations so that up to three (3) bargaining

unit employees with representational duties may perform such functions in private. The private office of such an employee will normally be adequate for such purposes. For such an employee not assigned to a private office, the conference room will normally be adequate for such purposes. At locations where there is no conference room or no conference room is available at the time requested, arrangements to use the private office of another employee will normally be adequate.

ARTICLE 20: TERM OF AGREEMENT, NEGOTIATIONS OF AMENDMENTS AND OF CHANGES IN CONDITIONS OF EMPLOYMENT

20.1 EFFECTIVE DATE

This Agreement will be implemented and become effective when it has been ratified, signed by the parties, and approved upon review pursuant to 5 U.S.C. 7114(c).

20.2 DURATION

This Agreement shall remain in effect for three (3) years from its effective date. Thereafter, it shall automatically renew in increments of one (1) year beginning on the day after the anniversary date, unless either party serves the other with written notice of a desire to re-negotiate or modify this Agreement in whole or in part. When the Agreement Renewal occurs, the Parties will sign a statement with new effective and ending dates. Such notice shall be provided to the party not more than one hundred five (105) calendar days nor less than sixty (60) calendar days prior to the expiration date of this Agreement.

The Parties will simultaneously exchange proposals within sixty (60) days of a notice to renegotiate.

The negotiation shall begin no later than thirty (30) days after the exchange of proposals. The Parties may mutually agree to extend these timeframes. When either party notifies the other that it wishes to modify this Agreement, this Agreement will be extended until the effective date of the modified Agreement.

20.3 AMENDMENTS AND RE-NEGOTIATION

The purpose of this Article is to establish a complete and orderly process to govern mid-term negotiations. The Parties are encouraged to use an interest-based bargaining approach in the mid-term negotiations.

Amendments to Articles listed in this Agreement may be negotiated at the eighteen (18) month anniversary date of the ratification of the Contract. Either party may propose

reopening up to three (3) Articles at the mid-term period. By mutual agreement, any additional Articles may be re-opened at the mid-term period.

If either party is requesting mid-term negotiations, a notice will be given within the ninety (90) day period prior to the eighteenth (18) month anniversary. The timeframes and processes for end of duration negotiations will be followed for mid-term negotiations.

20.4 NEGOTIATIONS ABOUT MATTERS NOT COVERED BY THIS AGREEMENT

The Employer will provide the Union reasonable advance written notice, prior to implementation, of changes affecting conditions of employment subject to bargaining under 5 USC Chapter 71, and not covered by existing federal laws, government-wide rules and regulations and Department or Employer policies at the time the Agreement was executed, or by this Agreement. Within ten (10) calendar days of the Employer's notice, the Union will notify the Employer in writing of its desire to negotiate on the change. The Union will be granted reasonable official time, travel and per diem to discuss the issues with the affected employees and to request information to determine whether it will request bargaining. Normally, these discussions will be conducted by telephone, e-mail, videoconference, or by some other means that do not involve travel, and the Union will be authorized one (1) representative (not including a National Representative) for such purposes. If the Union requests additional representatives, the Employer will consider such requests on a case-by-case basis. The Union will submit complete written proposals within twenty (20) calendar days of the Employer's notice. Bargaining will begin as soon as possible or as agreed by the parties, but not later than thirty (30) calendar days following the Employer's notice.

The Union will provide reasonable advance written notice to the Employer of the Union's intention to propose changes in conditions of employment not contained in or covered by this Agreement nor waived by the Union during negotiations. Within seven (7) calendar days of giving such advance notice, the Union will submit its complete written proposals to the Employer. Upon receipt of the Union's written proposal, the Employer will have twenty (20) calendar days to submit complete written counter-proposals. Bargaining will begin as

soon as possible or as agreed by the parties, but not later than thirty (30) calendar days following the receipt of the Union's written proposal.

The parties recognize that the timeframes set forth in this Agreement to initiate bargaining may be lengthened by the parties' agreement and may need to be shortened to meet compelling operational needs.

20.5 GROUND RULES

All negotiations under this Article shall be governed by the following Ground Rules. The parties are encouraged to use an interest-based bargaining approach.

- A. Each party will identify its Chief Negotiator, and up to two (2) additional members of its negotiating committee.
- B. The Chief Negotiators, or their designees, will arrange for the negotiations at a mutually agreed upon location. The Employer will grant reasonable official time and will pay for the reasonable expenses of travel and per diem, if such are necessary, so members of the Union's negotiating committee can participate in negotiations. Due to budgetary and Employer workload considerations along with prudent use of Employer resources, negotiation committee members not located within the local commuting area will normally participate by teleconference or videoconference as determined by the Employer.
- C. Negotiations will commence on an agreed upon time and date(s), and if necessary, on consecutive days. If additional time is needed to conclude negotiations, the time and date will be agreed upon by the Chief Negotiators.
- D. If either party needs to postpone or cancel a negotiation session, the Chief Negotiator for that party will notify the Chief Negotiator of the opposing party as soon as possible, but not later than two (2) business days before the scheduled negotiation. The parties, by mutual agreement, may reschedule, adjust the schedule, or cancel the negotiation session.

- E. Members of the Union negotiating committee will be granted reasonable official time to prepare for negotiations.
- F. Negotiators may be replaced by alternates who will have the same rights to speak for and bind their principals as the members they replaced. The Chief Negotiators will give, in advance, notice of a substitute so as to allow appropriate relief, if possible.
- G. The Chief Negotiators may designate any members of their committees to make appropriate presentations.
- H. Either party may call a caucus. The party calling a caucus will leave the negotiating room and will meet in another suitable nearby location.
- I. Proposed Articles will be considered in numerical order. Either party may move to table an article which shall be done by mutual consent. Any article that is tabled will be un-tabled before the conclusion of the negotiations. Either party may un-table an article; however, while other articles are still pending an article will be un-tabled only by mutual consent. When all articles have been addressed once, but the parties cannot agree as to which articles should be un-tabled, articles will again be addressed in numerical order.
- J. The Employer will make available to the Union relevant and necessary copies of laws, rules, regulations, policies and other directives.
- K. Negotiations, during which the parties shall attempt to reach agreement by exploring all aspects of the proposals need last no more than two (2) calendar days in a ten (10) workday period unless the parties agree otherwise.
- L. As the parties agree on proposals, the Chief Negotiators will initial and date the final language.
- M. Upon completion of mutually acceptable agreement, the Employer will prepare a document embodying the agreement in final draft for review and proofreading. Once both the Union and Employer approve the final draft, both parties will formally sign and execute the document. The Employer will

then forward the agreement to USDA Labor Relations. The agreement will become contractually binding when approved by USDA Labor Relations or on the thirty-first (31st) day after execution, whichever occurs first.

- N. In the event the head of USDA identifies any portion of the agreement as contrary to Chapter 71, Labor Management Relations, of Title 5 of the US Code, or any other applicable rule, law or regulation (unless the Agency has granted an exception to the provision), the parties will resume negotiations on that portion. All other provisions of the agreement shall become effective immediately. All items renegotiated shall be submitted again to USDA Labor Relations, for Agency head review.

20.6 IMPASSES PROCEDURES

When the parties have considered each other's proposals and counter-proposals in good faith without reaching an agreement, and have considered using appropriate mechanism under Article 30, either party may declare to the other party that negotiations are at impasses and may request the Federal Mediation and Conciliation Service to assist. This request for FMCS assistance must occur before the end of the twenty-first (21st) calendar day following the declaration of impasse. Should mediation fail to resolve the parties' differences and the mediator declares an impasse, either party may petition the Federal Service Impasses Panel for assistance by no later than the end of the twenty-first (21st) calendar day following the mediator's declaration.

ARTICLE 21: DUES/PAYROLL DEDUCTION

Section A.

The Employer and the Union agree that unit employees who are Union members in good standing may have allotments deducted from their regular paychecks for the payment of Union dues for the term of this Agreement in accordance with applicable regulations.

Section B.

Any such allotment shall be strictly voluntary on the part of each employee and nothing in this Agreement may be construed to require any employee to become or remain a member of a Union or to pay dues in any manner to a Union, except as required by 5 USC.

Section C.

An eligible employee may only initiate an allotment for the payment of Union dues by the local Union submitting a properly completed SF-1187 to the Human Resource Office ("HRO"). The HRO shall process the SF-1187 as a routine payroll allotment change unless the HRO questions the accuracy of the information submitted or the eligibility of the employee for dues allotment, in which case the Human Resources Manager ("HRM") or designee shall meet with the local President to resolve any questions.

The Employer will order and maintain a sufficient amount of SF-1187's and SF-1188's for distribution to the Union and employees. The employee(s) will be furnished SF-1187's and SF-1188's by the Union and/or the HRO upon their request.

Section D.

The Union shall ensure that:

1. all SF-1187's submitted by employees correctly reflect the amount of dues to be deducted from the pay; and
2. all employees submitting SF-1187's are eligible for payroll allotments for the payment of Union dues.

Section E.

A multilevel dues structure will be utilized. Dues will be withheld on a biweekly basis conforming to the regular pay period. Deductions will begin no later than the second full pay period following receipt of a properly completed SF-1187 by the Human Resource Office.

Section F.

Any changes made in the amount of dues deductions will be completed by the local Treasurer or designee by a written request to the HRM.

Section G.

An employee may revoke their dues withholding only once a year, on the anniversary date of their original allotment (1st day of the pay period in which dues were first withheld), by submitting a timely SF-1188 to the Union Treasurer or designee. In order for the SF-1188 to be timely, it must be submitted not earlier than the 1st day of the month preceding the month of the annual date (anniversary date). The Union representative or HRO must certify by date and signature the date the SF-1188 is given to the Union representative or by some other appropriate date stamping device. Whenever dues deductions are terminated by the Employer, the Union will be notified of the reasons for such actions.

Section H.

The Employer will request that:

1. remittance of dues withheld by the NFC will be electronically transferred direct to the banks of the AFGE National, biweekly.

ARTICLE 22: DISTRIBUTION

After review and approval by appropriate officials, the Employer will reproduce in a size not less than letter size and distribute copies of the Agreement and all attachments, supplements and amendments thereto as follows:

- A. One (1) copy to each employee at time of agreement.
- B. One (1) copy to each new employee.
- C. Ten (10) copies to the Union.
- D. One (1) electronic copy to Union President or designee.

ARTICLE 23: EMPLOYEE ASSISTANCE PROGRAM (“EAP”)

23.1 POLICY STATEMENT

Rural Development New Mexico employees will continue to be covered by the provisions of the RD Instruction 2063-F, “Employee Assistance Program”, dated September 7, 1988.

The Employer recognizes that many personal problems include alcoholism which is a treatable illness and other personal problems such as substance abuse (drugs) or family, financial, legal, personal or interpersonal difficulties may impair the health or interfere with the job performance, of some employees.

The purpose of this policy is to encourage employees to take advantage of the services of this program. Employees may also voluntarily request referral or refer themselves to the EAP whether or not job performance, attendance, or conduct is affected.

23.2 SUPERVISORY RESPONSIBILITIES

The Employer shall immediately inform an employee of the EAP when the employee acknowledges having a problem which may be under the coverage of the Program.

It is recognized that supervisors and other management officials do not have the professional qualifications to make any diagnosis or judgments as to the cause of an employee’s job performance and/or conduct, but may assess job performance and conduct and may take appropriate corrective action.

23.3 EMPLOYEE RIGHTS AND RESPONSIBILITIES

Employees shall not be denied employment or deprived of job security or promotional opportunities solely on the ground of prior alcohol, drug or emotional problems, nor when or because an employee requests counseling and/or referral assistance. (The foregoing sentence shall not be construed as limiting the Employer's right to take appropriate action with respect to the employment of any employee based on past or present alcohol, drug or emotional problems, conduct, and performance that are materially relevant to the

employee's present and future employment and to the proper functioning of the employee in that employment.)

Employees experiencing personal problems such as those identified in 23.1, which interfere with job performance and/or conduct, are encouraged to voluntarily seek confidential counseling and assistance through the EAP.

It will be the employee's responsibility to comply with referrals for diagnosis and cooperate with prescribed treatment. When an employee refuses to accept diagnosis and treatment or fails to respond to treatment and his/her job performance, and/or conduct, continues to be unsatisfactory, disciplinary action against the employee may be initiated by the Employer. In the case of an employee who is experiencing personal problems that interfere with his/her job performance and/or conduct but who is cooperating and progressing in the EAP, the Employer will consider delaying corrective action and/or mitigating any penalties.

In accordance with Article 3, "Rights of Employees, Union, and Employer" and Article 5, "Negotiated Grievance Procedure", of this Agreement, employees have a right to grieve disciplinary or adverse action and may seek Union representation.

23.4 CONFIDENTIALITY

Confidentiality of all records and reports concerning EAP must be strictly maintained. Information will not be divulged without the written consent of the employee concerned, other than the exceptions in the RD Instruction 2063-F § 2063.260(i)(ii)(iii)(2).

23.5 LEAVE

It is the policy of the Employer to grant the use of annual leave and/or sick leave, including advanced leave in accordance with RD Instruction 2066-A for the purpose of treatment or rehabilitation.

23.6 EMPLOYEE NOTIFICATION

Availability of EAP will be posted on official bulletin boards and appropriate notification of changes to the EAP shall be made to all RD employees.

ARTICLE 24: EMPLOYEE RECOGNITION/AWARDS PROGRAMS

24.1 GENERAL

Within budgetary considerations and limitations, the Employer may provide incentive awards to employees whose performance is substantially above normal expectations and to employees who submit suggestions that result in measurable operational improvements. Rural Development New Mexico employees will continue to be covered by the provisions of Common Policy document SSBD-4130-01, "Employee Recognition", April 1, 1999.

ARTICLE 25: REASSIGNMENTS AND DETAILS

25.1 PURPOSE

Reassignments/Details of RD employees will be made by the Employer in accordance with 5 CFR, Part 335, Promotion and Interim Placement, Subpart A, and in accordance with USDA Merit Promotion Common Policy and this Agreement. This Article provides noncompetitive procedures to be followed by the Employer when temporarily or permanently assigning bargaining unit employees to other bargaining unit positions or locations within RD, and when assigning bargaining unit employees to “special project assignments”. These procedures will not apply when the competitive procedures described in Article 10 of this Agreement are being utilized or the following occurs:

1. The position is being filled by an Employer-initiated or employee-initiated demotion or reassignment of an employee (e.g., in response to performance deficiencies in the current position).
2. The position is being filled by directive of a third party (e.g., arbitrator, EEOC, MSPB, FLRA, etc.) or is being filled as a resolution to a formal grievance, complaint, or appeal.
3. The position is being filled by an individual due special consideration as a result of reduction-in-force, re-promotion rights, re-employment priority rights, return from military furlough/leave, etc.
4. The Employer is otherwise required by law, regulation, or controlling Labor-Management Relations Agreement to select a particular person for the position.

25.2 SELECTION OF EMPLOYEES

Informal details are those which do not exceed thirty (30) calendar days. The Employer shall submit a memorandum to the employee documenting the duties of any detail in excess of two (2) weeks. A copy will be forwarded to the Personnel Office for inclusion in the employee's Official Personnel Folder. Formal details will be documented in the Official Personnel File by memorandum and appropriate supporting attachments. Special

projects which exceed thirty (30) calendar days will be documented in the employee's Official Personnel File by memorandum.

25.3 EMPLOYER-INITIATED REASSIGNMENTS/DETAILS

The parties acknowledge that the Employer has the right to detail, or reassign employees as necessary. This agreement in no way waives that right. In those instances where the Employer has determined that a reassignment, or detail expected to last more than thirty (30) consecutive days is appropriate, the Employer will determine the qualifications and skills necessary to perform the assignment, will solicit volunteers from among those qualified, and will consider those volunteers prior to making its selections. In determining whether volunteers will be considered for the assignment, the Employer will determine the qualifications necessary to successfully function in the position and to meet the needs of the Employer. The Employer will also determine whether volunteers for the assignments meet those qualifications. The Employer will not be required to select from the list of volunteers.

The detail of an employee to a position at the same grade level will normally not exceed one hundred twenty (120) days, although it may be extended for additional time. Employees detailed to a position at the same grade level for more than one hundred twenty (120) days will be provided with a copy of the position description and a performance plan for the position. For details of one hundred twenty (120) days or less, performance requirements should be incorporated and reflected in the existing performance plan. Formal details will be documented with SF-52, "Request For Personnel Action."

Details will not be used to circumvent competitive procedures or be used to give an unfair competitive advantage to the employee detailed to a higher graded position. Employees detailed to a higher graded position for more than thirty (30) days will be provided with a copy of the position description and a performance plan for the position within thirty (30) days of the beginning of the detail. An employee may not be non-competitively detailed to a higher graded position for more than one hundred twenty (120) days. A detail to a higher graded position for more than sixty (60) days requires a temporary promotion. Rotating an employee in and out of a detailed position may not circumvent this provision.

ARTICLE 26: JOINT LABOR-MANAGEMENT RELATIONS COMMITTEE MEETINGS

Section A.

The Employer and the Union shall each appoint four (4) members to the Rural Development/New Mexico—American Federation of Government Employees Local 1032 Partnership Council (“the Council”) which shall not have the authority to enter agreements binding on the Employer and the Union unless approved by both the State Director and the Union President or their respective designees.

Council sessions will normally last three (3) hours, but may be extended or shortened by agreement of the parties.

Union-appointed members shall be on official time for Council sessions, and the Employer will bear the expenses of such sessions. Sessions shall be scheduled at times and places, and using a format (e.g., teleconference or video conference), which avoids and minimizes the necessity of incurring expenses (e.g., overtime, travel, per diem).

Section B.

The Employer shall designate one of its appointees to act as the moderator for the first session, and the Union shall do the same for the second session. Thereafter, the parties shall alternate designating moderators for subsequent sessions. The moderator for any session will be responsible for scheduling, convening, and acting as neutral broker of the discussion during that session. Sessions of the Council may only be canceled by mutual consent of both parties. The agendas for semi-annual sessions will consist of items designated for discussion by the State Director and Union President or their respective designees. The moderator will place the agenda items in an order alternating between those designated by the Union and those designated by the Employer.

The party placing an item on the agenda shall describe the issue, concern, or problem in detail sufficient to allow others to understand the item and prepare for discussion. The moderator will distribute to all Council members a preliminary agenda at least seven (7)

calendar days before the semi-annual session, and a final agenda at the beginning of that session.

Section C.

The Council will not take up individual grievances, complaints or disputes but will consider personnel policies, practices, conditions of employment and other matters affecting the bargaining unit as a whole such as:

1. Identifying conditions causing widespread concerns among employees;
2. Improving communications between management officials and bargaining unit employees;
3. Improving employee productivity;
4. Improving working conditions;
5. Improving labor-management relations;
6. Dealing with the impacts of technological and business change.

Section D.

The Employer will prepare minutes (a summary) of the discussion, any agreements reached, and any suspense dates for follow-up action. Following sessions, a copy of the minutes will be provided to each Council member and each member of the bargaining unit within seven (7) calendar days or five (5) work days, whichever is greater.

Section E.

Each party will provide the other with updates according to agreed upon time frames as to actions it agreed to take. Should the Union be asked to provide the Employer with an update on any issues raised at national meetings, the responding Union-appointed member will be afforded an amount of official time that both parties agree is reasonable and necessary.

ARTICLE 27: USE OF THE INTERNET AND E-MAIL SYSTEM

A. Limited personal use of the Internet and the Government e-mail system is authorized provided that it:

1. Does not adversely affect the performance of official duties by the USDA employee or the USDA employees organization;
2. Is of reasonable duration and frequency, and whenever possible, made during the USDA employees personal time such as after-duty hours or lunch periods;
3. Serves a legitimate public interest (such as educating the USDA employee on the use of the telecommunications system; enhancing the professional skills of the USDA employee; job searching in response to Federal Government downsizing);
4. Does not put Federal Government telecommunications systems to uses that would reflect adversely on USDA or the Employer (such as uses involving pornography; playing on-line games; for purposes of private business; chain letters; unofficial advertising, soliciting or selling except on authorized bulletin boards established for such use; violations of statute or regulation; inappropriately handled sensitive information; and other uses that are incompatible with public service);
5. Does not overburden the telecommunications system (such as may be the case with broadcasts and group mailings), and creates no significant additional cost to USDA or to the Employer; and
6. Follow the policy of the Internet Activities Board ("IAB") as stated in RFC 1087.
7. Is not used for partisan political purposes at any time.

B. Receipt of Union e-mails covering issues on which the Employer and the Union may have a disagreement over their representational nature may be received on the Government e-mail system but the Union will advise senders to flag messages as possible internal Union correspondence which must be read and/or responded to after duty hours or during lunch breaks.

C. Union e-mails covering representational issues may be received during duty time and responded to during duty time with the exception of e-mails pertaining to any lobbying, political activities or internal business on behalf of the Union. Any exchange which would exceed 10 minutes must have the Employer's approval.

D. Privacy

Bargaining unit employees and the Union shall use Federal Government telecommunications systems with the understanding that such use serves as consent to monitoring of any type of use, including incidental and personal uses, whether authorized or unauthorized. In addition, access of such systems is not anonymous. For example, for each use of the Internet over Federal Government systems, these systems may capture information transmitted, received or stored on the system.

ARTICLE 28: OFFICIAL PERSONNEL FILES

Rural Development New Mexico employees will continue to be covered by the provisions of the RD Instruction 2054-V, "Basic Personnel Records and Files System".

ARTICLE 29: POSITION DESCRIPTION AND CLASSIFICATION

Rural Development New Mexico employees will continue to be covered by RD Instruction 2048-A, "Position Classification."

29.1 Each employee will be provided with a copy of their Official Position Description which accurately reflects the major duties and responsibilities of that position within fourteen (14) calendar days of assignment to the position. Employees are encouraged to discuss with the Employer (usually the employees' immediate supervisors) any discrepancies between their position descriptions and their actual duties assigned and submit draft revisions. The Employer will be responsible to make adjustments where appropriate.

29.2 An employee who feels that their position is improperly classified is encouraged to first discuss the matter with the Employer (usually their immediate supervisor). If dissatisfied, the employee will confer with the proper personnel representative in an effort to informally resolve the matter. This effort to informally resolve the matter must include consideration of a desk audit/classification review. If the matter cannot be informally resolved, the employee shall be furnished with information on appeals as located in RD Instruction 2048-A. Employee may request assistance from Union representatives on classification appeals.

ARTICLE 30: ALTERNATIVE DISPUTE RESOLUTION

Alternative Dispute Resolution (“ADR”) is an informal process, which seeks early settlement of workplace differences. The Employer and the Union are committed to the use of ADR problem-solving methods to foster a good labor-management relationship. The Union and the Employer will always explore the use of ADR problem-solving methods as a priority to resolve disputed matters.

Any ADR process will be jointly designed by Union and the Employer. It should be effective, timely, and efficient. It should focus on conflict resolution and problem-solving and foster a cooperative labor-management relationship. Participation in the ADR process will be voluntary with the mutual consent of the parties.

To the extent budgetary and mission constraints permit, the Employer will support ADR training and will pay for such training as well as authorize Official Time. Each party will be responsible for selecting those representatives who are to receive training.

ADR resolution shall not be precedential unless specifically agreed to by the parties.

ARTICLE 31: TELEWORK

The Employer will implement RD Instruction 2045-A, "Telecommuting (Flexiplace/Telework)" dated August 18, 2004.

ARTICLE 32: EFFECTIVE DATE

This Collective Bargaining Agreement shall become effective on the date it is approved by USDA Labor Relations or on the 31st day after execution, whichever date occurs first.

 /s/ G. Mike McDow
Chief Negotiator
USDA, Rural Development NM

 /s/ Eric Schmieder
Chief Negotiator
AFGE Local 1032

 May 18, 2005
Date

 May 18/2005
Date

Management Negotiating Team Members

Laurie Batcheller
Elizabeth Gallegos
Clyde F. Hudson
James A. Keim

Union Negotiating Team Members

Andres Aragon
Lydia Gurule
Henry Mesa
Esther Myers

**Memorandum of Agreement
Renewal of Collective Bargaining Agreement**

The parties hereto, USDA, Rural Development New Mexico and American Federation of Government Employees, Local 1032, hereby agree that pursuant to section 20.2, "Duration", of "Article 20, "Term of Agreement, Negotiations of Amendments and of Changes in Conditions of Employment", of their Collective Bargaining Agreement ("CBA") which was effective from June 13, 2005 until June 12, 2008, that CBA has renewed itself for an increment of one (1) year beginning on the day after the anniversary date. Thus, the terms of the renewed CBA will be effect for a period of one (1) year beginning June 14, 2008 and ending June 13, 2009.

Is/ Lydia Gurule

**Lydia Gurule, President
AFGE Local 1032**

April 28, 2008

Date

Is/ Clyde F. Hudson

**Clyde F. Hudson, Acting Agency
Representative, Rural Development NM**

April 28, 2008

Date

MEMORANDUM OF AGREEMENT

Article 15, "Performance Management", of the Collective Bargaining Agreement effective June 13, 2005, is hereby amended as follows:

ARTICLE 15: PERFORMANCE MANAGEMENT

Rural Development New Mexico employees will be covered by the provisions of RD Instruction 2060-A, "Rural Development Performance Appraisal", dated October 1, 2008.

Eric Vigil

Lydia Gurule

Eric Vigil
Assistant to the State Director
USDA/Rural Development New Mexico

LYDIA GURULE
President,
Local 1032, American Federation of
Government Employees

10-1-08

10-1-08

Date

Date

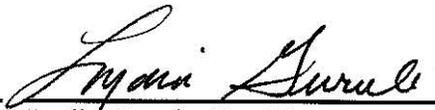
expiration of Collective Bargaining Agreement renewed for 2009-2010

MEMORANDUM OF AGREEMENT
Renewal of Collective Bargaining Agreement

The parties hereto, USDA Rural Development/New Mexico and American Federation of Government Employees Local 1032, AFL/CIO, hereby agree that, pursuant to section 20.2, "Duration", of Article 20, "Term of Agreement, Negotiations of Amendments and of Changes in Conditions of Employment", of their Collective Bargaining Agreement ("CBA") that was effective from June 14, 2008 until June 13, 2009, that CBA has renewed itself for an increment of one (1) year beginning on the day following the June 14 anniversary. Thus, the first day that the terms of the renewed CBA will be in effect is June 15, 2009, and the last day it will be in effect is June 14, 2010.



Eric Vigil, Acting State Director
USDA/Rural Development New Mexico



Lydia Gurule, President,
Local 1032, American Federation of
Government Employees, AFL/CIO

4/15/09

Date

4-15-09

Date

