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## PREAMBLE

In accordance with provisions of the Civil Service Reform Act of 1978, this agreement is made between Rural Development, USDA, State of New York hereinafter referred to as the Employer, and American Federation of Government Employees Local 2831, hereinafter referred to as the Union. It is the intent and purpose of the parties to promote and improve efficiency of mission operations and the well-being of all Rural Development employees. Through this agreement, the parties establish a basic understanding relative to labor management. All such past practices and negotiated agreements which do not conflict with the terms and conditions of this Agreement remain in full force and effect as long as they are consistent with the laws and existing government wide rules and regulations.

This agreement is also established as a means to assure amicable discussion and adjustment of matters of mutual interest. The Employer and the Union agree to cooperate in efforts to insure timely completion of work, improve the quality of workmanship, encourage ideas for improvement and cost reduction, prevent accidents, conserve materials and supplies, and promote the development of partnership among the Employer, the Union, employees and the community.

## ARTICLE 1 - RECOGNITION AND UNIT DESIGNATION

SECTION 1: The Employer hereby recognizes that the Union is the exclusive representative of all employees in the unit as defined in Section 2 of this Article.

SECTION 2: As described in the Memorandum of Understanding Concerning Successorship Arrangements between the American Federation of Government Employees and the United States Department of Agriculture, Rural Development, the unit to which this agreement applies is comprised of all Federal employees employed by USDA Rural Development in New York State, excluding management officials; supervisors; and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

## ARTICLE 2 - EMPLOYER-UNION RELATIONS

SECTION 1: The purpose and intent of Rural Development and the Union is to promote and improve the efficient administration of the Government and the well being of its employees and to establish a basic understanding of relative personnel policy, practices, working conditions and matters affecting conditions of employment.

SECTION 2: It is understood that participation of the Union in the formulation (State only) and implementation of personnel policies and practices as specified in this Agreement, contributes to the efficient administration of the Government.

SECTION 3: Management agrees that no new State policies will be formulated contrary to the provisions of this Agreement.

## ARTICLE 3 - MID-TERM BARGAINING

SECTION 1: The Employer agrees to give the Union notice of any proposed change in personnel policies or working conditions of bargaining unit employees, or any other proposed change that will have impact on employees. Unless other timelines are mutually agreed to, the Union will have 15 working days to request discussion and/or negotiations on the proposals, and 30 subsequent working days to provide written proposals, if needed. The parties will then meet to negotiate within ten working days. The parties agree that on many issues this process will be compressed, perhaps to a single meeting to inform, discuss and agree without written proposals.

SECTION 2: Should issues be unresolved through the process shown above, the parties shall expand the negotiating group to include neutrals who may be able to help the parties reach a solution. Neutrals may include Union or Agency officials who have no stake in the process, or a facilitator or mediator from another source. Each party may invite equal numbers, or both parties may agree on a designated individual to jointly invite.

SECTION 3: If the Agency inadvertently implements a change that impacts employees without notifying the Union or without providing the opportunity to bargain, the Agency upon notification will cease the practice. The Union will then be provided information and the opportunity to negotiate over the changes before implementation continues.

## ARTICLE 4 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION 1: An employee shall have the right to bring work-related matters to the attention of their supervisor without fear of reprisal. This right may be exercised individually or collectively by an appointed spokesperson.

SECTION 2: Each employee is accountable to the Employer for performance of assigned duties and compliance with governing regulations. Within this context, the Employer affirms the right of employees to conduct their private lives as they deem proper, providing such conduct does not adversely affect the confidence of the public in the integrity of the Government.

SECTION 3: The Union and the Employer agree that employees will:

- a) Conscientiously perform assigned duties.
- b) Comply with applicable standards of conduct as prescribed by Rural Development on the day of execution of Labor Management Agreement.
- c) Cooperate with and strive to maintain good working relations with supervisors and fellow employees.
- d) Cooperate in and promote programs designed to improve work methods and conditions.

SECTION 4: Employee 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. Except, as otherwise provided under this chapter, such right includes the 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 this chapter.

SECTION 5: Upon request of the employee, a representative of the Union shall have the opportunity to be present at any examination of an employee in connection with an investigation where the employee reasonably feels discipline may result. When an employee exercises this right and a representative of the Union is not immediately available, it will be delayed for a reasonable period of time, normally not to exceed 72 hours, to permit the presence of a Union representative.

SECTION 6: If an employee desires consultation with a Union representative during working hours for labor-management business, they will arrange with the supervisor prior to leaving the worksite. Supervisors will grant reasonable requests for temporary absences for this purpose at such times and for such a period of time as the employee can be excused. If this departure would create immediate problems, the supervisor will inform the employee of the earliest time that they would be free to leave for their consultation, but in no case more than 24 hours. When a supervisor denies a request after 24 hours have elapsed, he/she will put forth his/her reasons in writing.

SECTION 7: Employees will be kept informed of information concerning mission and general job welfare. Employees are encouraged to seek guidance/clarification when they believe information is incomplete or ambiguous.

## ARTICLE 5 - RIGHTS AND RESPONSIBILITIES OF EMPLOYER AND UNION

SECTION 1: The Employer, the Union and the employees shall be governed by existing laws of the United States, regulations and policies of appropriate authorities including the Office of Personnel Management, published Agency policy which may be applicable and in existence at the time of approval of this agreement.

### SECTION 2:

- a) The Union is provided by Statute to be present and enter into formal discussions between Employer and employees concerning grievances, personnel policies, and practices, and other matters affecting general conditions of employment of the employees of the bargaining unit.
- b) Notice of time, location and general nature of the subject matter will be given to the Union at least ten (10) days prior to any formal discussions when possible.
- c) The Employer will consider such views in the formulation, development, and implementation of management decisions.

SECTION 3: The Employer retains certain management rights under the Statute, including the right to determine the mission, budget, organization, number of employees, internal security practices; to hire, assign, direct layoff, suspend or remove employees; to assign work; to make decisions about contracting out; select from appropriate sources; and take action in emergencies. Nothing in this agreement abridges either the rights of the Employer or the Union as provided for in Statute and applicable EO.

SECTION 4: The Union recognizes its responsibilities to fairly and impartially represent the interests of all employees in the bargaining unit in all situations where the Union is the Exclusive Representative. Statutory obligations will not extend to situations where the Union is not acting as the exclusive representative. If the employee has the right to choose a representative other than the Union, there is no basis for requiring the Union to furnish its services to that employee.

SECTION 5: The parties agree that first consideration for all merit promotion vacancies within the bargaining unit will be restricted to employees of Rural Development within New York State. In practical application of the aforementioned statement, vacancy postings may be submitted simultaneous (both internal and external) with the understanding that bargaining unit candidates will be provided first consideration for filling the vacancy. Management has the right to fill vacancies from any other appropriate source, per 7106(a)(c)(ii).

## ARTICLE 6 - EMPLOYEE MORALE

SECTION 1: Employees shall have a clean, dry, heated, lighted and well-ventilated area in which to eat their lunch & perform their duties. Employees who utilize these areas are responsible for maintaining the area for cleanliness and orderliness. Areas of concern should be made in writing and forwarded to their immediate supervisor. The supervisor will be responsible to resolve the problem with the local FAC or State SAC within a reasonable amount of time.

SECTION 2: Each employee shall receive an in process orientation within 3 days of entering on duty. This will include information on the supervisory chain of command and conditions of employment. The employee and supervisor will sign the orientation checklist to signify that the information has been provided. The Union will be provided 30 minutes during the orientation.

The supervisor will notify the Union President in writing at least 10 days prior to the orientation meeting so a mutually beneficial time can be arranged.

SECTION 3: It is agreed: If a medical determination from appropriate medical authority is made that an employee can work with certain restrictions/limitations on activities, and there is work within the activity that can be performed within those restrictions/limitations, the employee will be directed to return to work, will return to work, and will be assigned to work consistent with those limitations until:

- 1) The limitations have been removed or changed.
- 2) The employee is separated or reassigned.
- 3) The employee is retired or retires for disability.

SECTION 4: The Employer will assign duties to employees consistent with mission requirements and the employees Job Description. Work assignments will be made in a manner reflective of the grade level and performance requirements of the employee.

SECTION 5: The Employer agrees that employees shall be specifically assigned to one supervisor. Any delegation of authority to another appropriate supervisor for absences or other mission requirements will be done in writing. Delegations to positions with known promotion potential will be done on a rotating basis of 120 days. These details will be documented appropriately. Short-term details will be specified in writing and rotated.

SECTION 6: Performance appraisals systems must provide among other things, for recognizing and rewarding employees whose performance so warrants.

SECTION 7: Details of more than 25 consecutive days shall be on a fair and equitable basis.

- a) Employees detailed to a higher graded position for a period of more than 15 work days must be temporarily promoted. The employee will be paid for the temporary promotion beginning the first day of the detail. The temporary promotion will be initiated at the earliest date it is known by management that the detail is expected to exceed 15 work days.
- b) The 15 consecutive work day provision will not be circumvented by rotating employees into a higher graded position for less than 15 work days in order to avoid paying the higher rate.

- c) Management will make every reasonable effort to avoid placing a Union Official on a detail. If placed on a detail, arrangements would be made to accommodate the Union official as to enable their continued representational duties.

SECTION 8: - Smoking cessation classes will be made available to all employees who wish to quit smoking. Attempts will be made to utilize programs at locations convenient to the employees' worksite. Attendance by an employee for the duration of the first program will be charged to administrative leave. The cost of the initial program will be borne by the employer not to exceed \$50.00

SECTION 9: - Until the current State Office lease is re-negotiated the Agency will provide three (3) free parking spaces, one (1) on-site and two (2) off-site for bargaining unit employees. These spaces will be administered by the Union as they deem appropriate. Management will make every effort during the next negotiation of the State Office Lease to secure free parking for all State Office employees.

SECTION 10: - In cases involving directed reassignments, Management will provide one house-hunting trip for up to 10 days pursuant to Agriculture Travel Regulations (ATR) 302-1.3 (g). It is understood that any combination thereof pursuant to this regulation is applicable. Up to 60 days of temporary quarters will be provided with justification, and authorized relocation privileges in accordance with applicable regulations. In making directed reassignments, Management will consider seniority in the cases of similarly qualified individuals.

## ARTICLE 7 - LEAVE (General)

SECTION 1: Annual Leave - Employees shall accrue annual leave in accordance with existing applicable laws and regulations. The employer and the union agree that the employee should schedule annual leave so as to avoid leave forfeiture. An approved absence, which would otherwise be chargeable to sick leave, may be charged to annual leave, if requested by the employee and approved by the employer. However, annual leave may not be substituted for sick leave on a retroactive basis solely for the purpose of avoiding a forfeiture of annual leave at the end of the year, unless specifically authorized by law or regulation.

Employees will submit a tentative request for annual leave on/or before the first (1st) of February each year. Requests will be submitted in accordance with Section 8 (below). All requests will be considered as of February 1st for the period February 1<sup>st</sup> through January 31<sup>st</sup>. In scheduling leave, due consideration will be given to the employee's wishes. Supervisors shall not refuse to approve leave when this would result in leave being forfeited provided the request is made prior to pay period 23. Supervisors will explain the necessity for cancellation of any leave which has been previously approved. Denial of use of annual leave will be based upon factors which are reasonable, equitable, and which do not unfairly discriminate against any employee or group of employees.

- a) When there is a conflict in annual leave requests which cannot be resolved through discussion, such a conflict will be resolved on the basis of the following considerations, which are listed in priority order:
  - 1) Timely submission of requests for annual leave.
    - A) Employees who have submitted annual leave requests for the year prior to 1 February will be given consideration ahead of those who have submitted their annual leave requests for the year after 1 February.
    - B) After 1 February, those who request changes or additions to their annual leave will be given priority based on date of submission of such request.
  - 2) Seniority within the unit of assignment.
  - 3) Prior leave granted for a particular day or time frame (e.g. day after Thanksgiving, Christmas week).
- b) It is understood that seniority may not be used again in future years for use of annual leave on the same day or time frame until all other unit employees have had an opportunity to utilize leave for the particular time frame.
- c) Unscheduled leave is any leave not approved and scheduled as of February 1st. Requests for unscheduled leave will be requested and reported in accordance with Section 8, and with as much advance notice as possible. Normally, the supervisor will act upon such requests within two (2) working days of the date of receipt.

## SECTION 2: Sick Leave

- a) Sick leave will be granted to the extent due and accrued to employees when they:
  - 1) Receive medical, dental, or optical examinations or treatment.

- 2) Are incapacitated for the performance of duties by sickness, injury, pregnancy, or confinement.
  - 3) Would jeopardize the health of others by his/her presence at his/her post of duty because of exposure to a contagious disease.
  - 4) Must be absent from work for adoption related activities.
- b) Approval of sick leave may be granted to employees when they are incapacitated for the performance of their duties by sickness, injury or pregnancy and confinement and when they have notified their immediate supervisor, or someone designated to receive such a report, as soon as possible at the beginning of the workday. It is understood that it is not always possible to notify the immediate supervisor at the beginning of the business workday due to circumstances beyond the employee's control, such as the need to be in transit to medical facilities or by being physically incapacitated. It is the responsibility of the employee to see that his/her supervisor, or someone designated to receive such notice, is notified by telephone or other means as soon as feasibly possible if he/she is prevented from reporting to work because of an incapacitating illness or injury. (If supervisor and/or designee is not available on the initial call, the employee will leave a number to call or will attempt to contact the supervisor/designee again. It is not sufficient to leave a message stating that the employee will not be coming in to work, as this does not constitute a request for leave.) Sick leave requests for medical, dental, or optical examination or treatment shall be submitted to the supervisor for approval in advance with as much notice as possible. The employer and union agree to encourage employees to conserve their sick leave by scheduling such appointments, if possible, for non-duty hours.
- c) Employees whose absence exceeds three (3) days will normally be required to furnish a medical certification to justify the absence. In lieu of a medical certificate, when such a certificate would normally be required, an employee's signed statement explaining the nature of his/her illness may be accepted if the employee is not under "Leave Restriction" and when in the judgment of the supervisor it is believed to be unreasonable to require a medical certificate because the nature of the illness does not require the services of a physician. When medical certification is required, such certification will be provided by the employee to the employer within 48 hours of return to duty.
- d) In individual cases where there is evidence to support that an employee is abusing sick leave privileges, a medical certificate will be required to support an application for sick leave except for pre-approved sick leave of one day or less. In such cases, the employee concerned shall be notified in writing, in advance, that all future sick leave absences, except as stated above, will have to be supported by a medical certificate. The written notice will also explain the reason why the employee is suspected of abusing sick leave. The notification will be reviewed quarterly. If in the judgment of the supervisor, sick leave is no longer being abused, the supervisor may cancel the notification and notify the employee in writing that it has been canceled.
- e) An employee who has received a letter of restriction must submit satisfactory medical certificates for all absences due to sickness. Failure to submit such

certifications will result in denial of sick leave for the uncertified absences and such other disciplinary action as the facts and circumstances may warrant.

- f) Sick leave abuse is defined as a pattern of excessive, regular use, such as every Monday or Friday, or after or before holidays on a regular basis, etc. These are just examples and do not represent all patterns that would be considered abuse. Scheduled appointments are not reflective of patterns.
- g) Accrued sick leave may also be used, in a limited amount as follows.
  - 1) A maximum of thirteen (13) days of sick leave each leave year for general family care or bereavement purposes.
  - 2) A maximum of twelve (12) weeks of sick leave each leave year to care for a family member with a serious health condition.

SECTION 3: Advanced Leave - Advanced sick leave, advanced annual leave and leave without pay will be requested and approved in compliance with applicable laws and regulations.

SECTION 4: Leave Without Pay - Employees may be granted leave without pay at their request when approved by the immediate supervisor. It may be granted whether or not the employee has annual or sick leave to his/her credit. Extended leave without pay may be approved for such purposes as education which would be of benefit to the employer, recovery from illness or disability, or protection of employee status and benefits pending action on claims for disability retirement or injury compensation.

SECTION 5: Family and Medical Leave – In accordance with applicable law and regulations, employees with appropriate medical documentation, may invoke their entitlement to 12 weeks of (leave without pay) during any 12 month period for:

- (a) The birth of a child and the care of the newborn.
- (b) The placement of a child with you for adoption or foster care.
- (c) The care of your spouse, child or parent with a serious health condition.
- (d) Your own serious health condition that makes you unable to perform the duties of your position.

This section does not preclude the use of Annual or sick leave (if available) in accordance with sections 1 and 2 above.

SECTION 6: Leave for Religious Observance. Any employee may elect to work compensatory time for the purpose of taking time off without charge to leave when their personal religious beliefs require that they abstain from work during certain periods of a workday or work week. Any employee who elects to work compensatory time for this purpose shall be granted an equal amount of compensatory time off (hour for hour) from his or her scheduled tour of duty. An employee may work such compensatory time before or after the grant of time off for religious observances. A grant of advanced time must be repaid by the employee on an hour-for-hour basis within a reasonable period. An employee's request to take compensatory time off for this purpose may be approved by his or her supervisor using the same procedures as in section 1. If no productive overtime is available to be worked by the employee at such time as he or she may initially request, alternative times are to be arranged for the performance of the compensatory overtime work.

SECTION 7: Excused Absences. (Holidays, Military and Court Leave, Voting, and Other Excused Absences)

- a) An excused absence is an absence from duty administratively authorized without loss of pay and without charge to leave.
- b) Excused absences without charge to leave or loss of pay are authorized in the following situations:
  - 1) To perform jury duty. Employees who are excused by the court for a day or a substantial part of the day will return to duty. Substantial will be defined as more than four hours remaining in their tour of duty.
  - 2) To testify before a court in their official capacities when summoned or assigned by their employer.
  - 3) To testify in court in a non-official capacity on behalf of a state or local government when summoned as a witness.
  - 4) To testify in court in a non-official capacity on behalf of the US government when summoned or assigned by their employer. Employees who are excused by the court for a day or a substantial part of the day will return to duty. Substantial will be defined as more than four hours remaining in their tour of duty. The employee may not, however, be required to return to duty if it would work a hardship on him/her.
  - 5) Medical Examinations - For medical and x-ray examinations required by the Agency an excused absence up to one full day will be granted for physical examinations conducted when an employee is in normal duty status.
  - 6) Military leave. Employees will be entitled to military leave in accordance with applicable laws and regulations.
  - 7) Voting and registration. If an employee's voting place is beyond normal commuting distance or where the polls are not open at least three (3) hours either before or after an employees regular hours of work, and vote by absentee ballot is not permitted, he or she may be granted an amount of excused leave which will permit him or her to report for work three hours after polls open or leave work three hours before polls close, whichever requires the lesser amount of time off.
  - 8) Holidays. All eligible employees shall be entitled to all holidays as designated by law, regulation, or executive order. Employees may be required to work on a holiday. In the event an employee is required to work on a holiday, he/she will be paid the appropriate holiday rate to the extent permitted by law or regulation.
  - 9) Emergency rescue or protective work. Subject to supervisory approval, employees who are members of chartered emergency rescue squads or volunteer fire companies recognized by civil authorities and operating in areas near the installation may be authorized up to 40 hours excused absence during the leave year. Employees must make their supervisors aware of their outside activities such as volunteer fire fighting or rescue squad work if they intend to request excused absence. Upon return to duty, squad members will furnish a statement signed by squad official describing the specific emergency. This statement will support the employees' time and attendance report.
  - 10) Blood Donations. Employees will be given up to four (4) hours of administrative time for which the employee would otherwise be in a duty status for the donation of blood.

SECTION 8: Supervisors and employees will share equal responsibility to insure leave usage is reported to the respective timekeeper using WebTA. All requests for leave in excess of three (3) days will be made in via WebTA. Leave may be made in 15-minute increments. In unusual circumstance, means other than WebTA, as appropriate, can be substituted (e.g. email, memo, telephonic, SF-71, etc.).

## ARTICLE 8 - HOURS OF DUTY

### SECTION 1: Basic work requirements.

- a) Basic work week shall be Monday through Friday.
- b) Basic workday shall encompass core hours of 9:00AM-2:30PM.
- c) When reasonable, a minimum of two employees must be on duty on any workday per office; this includes telework, site visits, etc. This does not include personnel in an official TDY status. (The employer has the right to limit the number of employees not working on any workday per office.)
- d) Overtime hours are all hours in excess of scheduled workday.
- e) Lunch: A lunch will be scheduled at approximately mid-point of the employee's workday and the length of the lunch period, not to exceed (1) hour.
- f) If employees wish to have a lunch break longer than 30 minutes they may do so by extending their workday by the additional amount of time taken at lunch.
- g) Because lunch periods vary considerably and tend to be unpredictable at training and at mandatory meetings called by management, employees will normally be granted administrative leave, excused absence, other appropriate arrangements to alleviate any adverse impacts from participation from extended lunches.

### SECTION 2:

- a) Both parties recognize that the use of alternate work schedules (AWS) and flextime can improve productivity and morale and provide greater service to the public. Any choice of an alternative work schedule must be mutually acceptable to the supervisor and the employee.
- b) Both parties recognize that certain positions because of the nature of the work performed may not be suitable for AWS or flextime.
- c) Employees shall be permitted to vary their work schedules as follows, subject to the limitations set forth in paragraph b. above:
  - 1) Flextime - An employee may vary their arrival and departure time provided that the employee is on duty within the core hours of 9:00AM to 2:30PM and they account for a total of eight (8) hours of duty time. Having once selected arrival and departure time within flexible time bands, the employee must adhere to these times until periodic opportunity to change arises.
  - 2) Alternative Work Schedules (AWS) - Examples of AWS available to employees may be:
    - A) 4/10 Schedule- 10 hour work schedule that includes working 4 (10) hr days scheduled with one non-workday per week.
    - B) 5/4-9 Schedule - A schedule which, within a pay period of ten (10) workdays, includes eight (8) nine (9) hour days, one (1) eight (8) hour day, and one (1) non-work day.
- C) (1) Maxiflex Schedule
  - (a) The 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 supervisor 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 c(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) In accordance with RD Instruction 2051-F dated 5/31/2000, the employee is responsible for choosing a biweekly schedule and submitting it in writing to their supervisor for approval. Supervisors 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.**

#### HOURS OF DUTY

(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: 1 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) In accordance with Agency regulation 2051-F dated 5/31/2000, 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 their 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.

D) Having once selected one of the AWS described above, the employee must adhere to the schedule until a periodic opportunity to change arises.

E) In the event the Employer deems it necessary to terminate an employee's participation in flextime, AWS, the affected employee and union shall be notified in writing. The notification for the proposed termination will include the specific reasons and instances of negative impact on agency operations that clearly establish why flextime, AWS, should no longer be appropriate for that employee. The employee should be given 30 days notice.

SECTION 3: Employees may not request changes in flextime or AWS more often than each quarter. By mutual agreement, in advance, between a unit employee and their supervisor, the scheduled day off can be changed in a pay period.

SECTION 4: Premium Pay - Premium pay will be paid in accordance with applicable laws and regulations.

SECTION 5: Holiday – With the exception of Sunday, when the holiday falls on the employee's first or second nonwork day, the preceding workday shall be designated as the "in lieu of" holiday, and when the holiday falls on the third or fourth nonworkday, the next workday shall be designated as the "in lieu of" holiday. When the holiday falls on a Sunday nonworkday, the employee's "in lieu of" holiday is the succeeding workday.

SECTION 6: Break Period

Employees will be allowed a 15 minute break during each morning and afternoon.

SECTION 7: Overtime

- a) Any employee in the unit will be compensated at overtime rates for all overtime work officially ordered by the supervisor to whom the authority has been delegated to order overtime and which has been performed by the employee, unless the employee is eligible for and has elected to take compensatory time IAW applicable regulations.
- b) When assigning overtime, the employer agrees to consider, but not be limited to, the following factors:
  - 1) Special skill requirements of the work.
  - 2) Special project requirements.
  - 3) Continuity on jobs.
  - 4) Qualifications of employees.
  - 5) Call back requirements.
  - 6) Familiarity of employee with work to be accomplished. When overtime is assigned on a rotating basis, it will be done in a fair and equitable manner. The employer also agrees not to assign overtime as a reward or punishment.
- c) Employees assigned to overtime work will be given as much advance notice of such assignment as possible.
- d) Overtime may be assigned when necessary to accomplish the employer's mission.
- e) Irregular or occasional overtime work which has been officially ordered and performed by the employee on a day when work was not scheduled for the employee, or which the employee is required to return to his/her place of employment, is deemed at least two hours in duration for the purpose of premium pay, either in money, or if the employee is equitable, compensatory time off, regardless of whether the employee is required to work the full two hours.
- f) Eligible employees whose rate of pay is below the maximum step of GS-10 will not be required to take compensatory time in lieu of payment when overtime is available or an overtime roster is established or is being established. Compensatory time should be utilized within 13 pay periods or it will revert to overtime after 13 pay periods. When possible, compensatory time will be scheduled and approved in advance. However, if approval or scheduling was not done in advance, for special or unforeseen requirements, this will not be a basis for denial or refusal of compensatory time.

SECTION 8: The Agency agrees that no officer of the union will normally be detailed from their worksite for more than 15 cumulative work days during each calendar year. Not more than one officer will normally be on detail at any one time.

This is intended to speak to details as an employee and not as a union officer. i.e., Details to act on behalf of the union are not included.

SECTION 9: Travel will normally be scheduled, to the maximum extent possible, during the basic workweek, relative to the schedules of each employee. If it is necessary for an employee to travel otherwise, the Employer will adhere to the provisions of the Federal Travel Regulations and the Fair Labor Standards Act.

## ARTICLE 9 - EMPLOYEE TRAINING AND DEVELOPMENT

SECTION 1: Any training for employees adversely affected by the impact of realignment of work forces or technological change will be provided by the Employer.

SECTION 2: The Employer and the Union agree to meet when necessary at mutually agreed times and places for the purpose of discussing matters relating to training involving programs available and opportunities that may be pursued by members of the unit. The employer will notify the employee and union of those positions requiring a career development plan.

SECTION 3: The Employer and the Union recognize that training and development of employees is essential to efficient operation. The union has the right to discuss choices of subject matter, areas for training, selection of employees and assignment of training priorities.

SECTION 4: The Employer and the Union recognize that each employee is responsible for applying diligent effort, time and initiative in increasing their potential value through self-development and training. Therefore, the Union agrees to encourage all employees to take advantage of available and recognized training and educational opportunities identified and offered to improve their current job performance.

SECTION 5: Payment of job related training courses and related fees shall be consistent and in accordance with law and regulation.

SECTION 6: Training on new equipment will be provided as necessary. Training costs will be consistent with law, regulation, and availability of funds Training will normally be held at the nearest facility offering such new equipment training.

SECTION 7: The employer will make available to the union and employees any announcements or publications relating to technical or administrative training as the employer receives such announcements or publications.

## ARTICLE 10 - GRIEVANCE PROCEDURE

SECTION 1: Purpose - The purpose of this Article is to provide for a mutually accepted method for the prompt and equitable settlement of grievances. Most grievances arise from misunderstanding or disputes, which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. Every effort will be made by the parties to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and grievances arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his/her performance, or his/her loyalty or desirability to the organization. Similarly, the occurrence of a grievance will not be construed as reflecting unfavorably on the quality of supervision or general management of the organization.

SECTION 2: Scope - Grievance means of complaint:

- a) By any employee concerning any matter relating to the employment of the employee;
- b) By the Union concerning any matter relating to employment of any employee;
- c) By any employee, the union, or the Employer concerning:
  - 1) The effect or interpretation or a claim of breach of a collective bargaining agreement;
  - 2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulations affecting conditions of employment.
- d) Except that it shall not include a grievance concerning:
  - 1) Any claimed violation relating to prohibited Political activities.
  - 2) Retirement, life insurance, or health insurance.
  - 3) A suspension or removal under Section 7532, Title 5 U.S.C.
  - 4) Any examination, certification or appointment.
  - 5) The classification of any position which does not result in the reduction in grade or pay of an employee.
  - 6) Termination of probationary employees.
  - 7) Non selection for promotion from a group of properly ranked and certified candidates.

SECTION 3: This negotiated procedure shall be the exclusive administrative procedure available to the Employer, the Union and the employees in the bargaining unit for resolving such grievances except as provided in Section 4 of this Article. It is understood that the Union will not waive any time frames pursuant to the grievance procedure in utilizing the Alternative Dispute Resolution process.

SECTION 4: Appeal and Grievance Options - An employee who has been adversely affected by a removal for cause, a reduction in grade based on unacceptable performance, an adverse action or discrimination, may at their option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both. For the purposes of this section and pursuant to Section 7121(e)(1) of the Act, an employee shall be deemed to have exercised their option under this section when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure.

SECTION 5: Question of Grievability - In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. The Employer and the Union agree to raise any question of grievability

or arbitrability of a grievance prior to the time limit for the written answer in Step 2 of this procedure. If it is necessary to obtain an Interpretation of Agency Policy or Regulation which relates to the question of grievability or arbitrability, the time limits will remain in place until a position is obtained by the agency or the union. This extension will not exceed 20 days. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

#### SECTION 6: Grievance Procedures

- Step 1: Any grievance shall first be taken up orally or in writing by the concerned employee or union representative with the appropriate first line supervisor in an attempt to settle the matter. Grievances must be presented within twenty (20) calendar days from the date the employee or union became aware of the grievance. The union representative must be present if the employee so desires. However, if an employee(s) presents a grievance directly to the employer for adjustment consistent with the terms of the agreement, the local may have an observer present. The employer will respond within 20 calendar days.
- Step 2: If the grievance is not settled at Step 1, the union representative and/or the employee (grievant) may, within 20 calendar days, of the step 1 decision, forward the grievance to the (State Director or his/her designee) for further consideration. The State Director or his/her designee will review the grievance, consult with the first line supervisor and the union representative and give the employee and union representative a written answer within (30) calendar days after receipt of the grievance. Failure to meet the response time at the second step of the grievance procedure will result in an unfavorable ruling for the party missing the time line.
- Step 3: If the grievance is not satisfactorily settled at Step 2, the union or the employer may refer the matter to Arbitration. All time limits in this article may be extended by mutual consent.

SECTION 7: Waiving Provisions: The parties may mutually agree to waive any of the grievance steps or to extend the timelines at any step. Disciplinary or adverse actions, where a proposing and a deciding official have already heard the employee's position, may begin at Step 2. If the time limits at any step are not waived by mutual consent, than a grievant not receiving a timely decision may elevate the grievance to the next step. Any grievance not taken to the next step in a timely manner or extended by mutual agreement will be considered closed.

SECTION 8: Mediation If the parties fail to settle any grievance at Step 2, the matter may be submitted to mediation upon written request by either the Employer or the Union within fifteen (15) calendar days after receipt of the Step 2 decision. The mediator will attempt to help the parties settle the matter in a mutually satisfactorily way. Rules of evidence will not apply, and formal examination and reexamination of witnesses will not be used. All participants will be encouraged to ask and offer information as no record of the proceedings will be made. If a settlement is not reached, the mediator will be asked to provide an immediate opinion, based on this collective bargaining agreement, as to how the grievance would be decided by an arbitrator. Mediators may be from the Federal Mediation and Conciliation Service (FMCS), if available, or any individual mutually acceptable to both parties. If no mediator is available that meets these criteria, or if there is cost that either of the parties is unwilling to bear, then the matter may be taken directly to arbitration.

SECTION 9: Arbitration: If the Union and the Employer are unable to settle any grievance through mediation, either party may within thirty (30) calendar days invoke arbitration.

- a) Either party will request the FMCS to provide a list of seven (7) impartial persons qualified to act as arbitrator. The request to FMCS will include a brief statement of the issue(s) involved in the dispute. If the parties cannot agree to a joint statement, each party may separately submit a statement. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issues to be heard. Any cost for the list will be shared equally by the employer and the union.
- b) Within seven (7) days of receipt of the list, the parties will confer to choose an arbitrator. If they cannot mutually agree on one name from the list, the invoking party will strike one name first and then each party will alternately strike one name from the list until only one name remains. The remaining name on the list shall be the duly selected arbitrator. The FMCS shall be immediately notified of the selection. If either party fails to participate in the striking process within 30 days of receipt of the list, the other party will make the arbitral selection. In the event neither party complies with the aforementioned provision, the grievance is rendered moot.
- c) By mutual consent, arbitration may be conducted as oral proceedings with no verbatim transcript and no filing of briefs.
- d) Arbitration hearings will be held at the location of the grievant or as mutually agreed to by the parties.
- e) The parties will exchange lists of witnesses to be called, along with a listing of facts and/or evidence that may be stipulated to by both parties, at least fifteen (15) days prior to the opening of the hearing. If the parties cannot agree to a slate of witnesses, it shall be the sole discretion of the arbitrator to determine who may testify. Witnesses will be allowed a reasonable amount of official time to prepare their testimony and gather required facts/records, etc.
- f) The grievant, the Union representative(s) and the employee witnesses will be excused from their regular duties to the extent necessary to prepare and participate in the hearing. These individuals shall be considered in a duty status.
- g) The arbitrator shall be requested to render and serve their written decision within 30 days after the conclusion of the hearing.
- h) The fees and expenses of the arbitrator shall be borne as follows:
  - 1) The losing party shall bear fifty (50%) percent of the cost of arbitration.
  - 2) The prevailing party shall bear fifty (50%) of the cost of arbitration.
- i) The arbitrator's award shall be binding on the parties. However, either party may file exception to the award with the FLRA under regulations prescribed by the Authority.
- j) If the arbitrator fails to render a decision on arbitrability issues prior to the hearing, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the cases at the same hearing.

## ARTICLE 11 - CONTRACTING OUT

SECTION 1: The Employer agrees to consult openly and fully with the Union regarding any proposed action taken under OMB Circular A-76 to study or contract out existing functions which have bargaining unit positions.

SECTION 2: The Employer will provide to the Union, upon request, relevant and pertinent information concerning all cost studies (for actions covered under Section 1), specifically: the invitation for bid, request for quotation or request for proposal; abstract of bids; correspondence from Department of Labor regarding certification of a wage rate; the performance work statement; the "milestone" chart or similar document setting forth the estimated dates for the contracting out process; all changes to performance work statements; all bidder questions and Employer answers related to the performance work statement. In addition, the Employer agrees to provide to the Union, upon written request, other information concerning its A-76 contracting out activities that is normally maintained, readily available, not prohibited by law, and which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors. Information which will be provided does not extend to information which is classified, proprietary information, or procurement sensitive information, the release of which will compromise the procurement process.

SECTION 3: The Union has the right to negotiate on appropriate arrangements, not already covered by agreements between the Union and the Employer, for Employees adversely affected by contracting out. This is not to be construed as affecting the Employer's rights to make determinations with respect to contracting out and to determine the personnel by which the Employer's operations will be conducted.

SECTION 4: The Union will be represented by one of its officials (President, Vice President, Chief Steward, Secretary/Treasurer) on the Commercial Activities Working Group. The Employer will afford the Union the opportunity to be represented on all the other committees and steering groups (except the Executive Committee and the Source Selection Committee) involved in the conduct of any portion of an A-76 cost study, subject to the understanding certain committees and steering group receive and be bound not to release sensitive procurement information. The parties acknowledge the importance of continuity in membership on committees and working groups. The Union representative named to each group will have the authority to speak for the Union. The Employer will afford the Union the opportunity to participate in any "walk through" of bidders of a function undergoing cost study. Committee recommendations forwarded to and approved by the Executive Committee will remain negotiable at the election of the Union, provided the matter is negotiable under current statute or case law.

SECTION 5: Periodic briefings will be held between the Employer and the Union to provide the Union with information pursuant to OMB Circular A-76 and this Agreement, on matters which may adversely affect bargaining unit Employees. Briefings will be held with adversely affected Employees for the purpose of providing information concerning contracting out. The Union will be afforded the opportunity to be present at all such briefings.

## ARTICLE 12 - POSITION CLASSIFICATION

SECTION 1: The parties agree to the principle of equal pay for substantially equal work within the bargaining unit. The Employer agrees to maintain job descriptions which accurately reflect the major duties and responsibilities assigned to bargaining unit members on a regular and recurring basis.

SECTION 2: Job descriptions of employees who are performing identical duties, at the same level of responsibility, with the same degree of supervision under the same supervisor, and with all other evaluation factors identical will, to the extent practical, be uniform. Each employee will receive a copy of their job description upon appointment, position change, or a change in the job description. Each employee is responsible for retaining a copy of their current job description.

SECTION 3: When an employee believes a significant assigned major duty is not included in their position description record, the employee should discuss the duty with their supervisor for the purpose of determining whether the duty will continue to be performed and officially recorded on their job description or, if improperly assigned, will not be required to be performed by that employee. When having such discussion, the employee will provide the supervisor with sufficient information to enable the supervisor to make such a determination. This is not to be construed as permitting an employee to refuse to perform tasks which are assigned by the supervisor.

SECTION 4: It is understood that the phrase performs other duties as assigned which appears in employee job descriptions is not intended to mean major duties which are performed on a regular or recurring basis. If an employee continues to be required to perform significant duties which are not recorded in their job description, and their supervisor does not initiate action to have the duties either assigned elsewhere or recorded on the employees job description, the employee may seek resolution through the negotiated grievance procedure

SECTION 5: The Employer agrees to notify the President of the Union when there is going to be any classification surveys or job audits affecting employees in the unit. When requested by the President of the Union, the Employer agrees to discuss with the Union, survey procedure, sampling techniques, and survey schedules within 30 days of receipt of request. All results of classification surveys or job audits are to be provided to the Union within a reasonable period of time of the survey/audit. The President of the Union or their designated representative may attend formal survey openings and closings.

## ARTICLE 13 - REDUCTION IN FORCE

SECTION 1: Purpose-- This article is intended to establish and describe procedures the employer will take in the event of a reduction-in-force, reorganization, or a transfer of function, as defined in this document. It is also intended to protect the interests of employees while allowing the employer to exercise its rights and duties in carrying out the mission of the agency.

SECTION 2: Application - The employer agrees that the application of this agreement, and laws and regulations relating to any matter in this agreement, shall be fair and equitable. Where the employer is left discretion in choosing a course of action in any matter covered in this agreement, the union will be notified of the course of action and given the opportunity to discuss it.

SECTION 3: When a decision has been made to take a reduction in force action, the Employer will keep the Union and the affected employees informed. The employer agrees to notify the Union of the reasons proposed, number and types of positions affected, approximate effective date of the action, and to provide an opportunity for the Union to present its views and ideas.

SECTION 4: An employee affected by a RIF Action and/or their representatives, designated in writing, may examine the retention registers and other pertinent information relative to the action after offers of position or separation notices are received.

SECTION 5: All reduction in force actions will be carried out in strict compliance with laws and regulations, and relevant programs such as Career Transition Assistance Program and Interagency Career Transition Assistance Program. (CTAP/ICTAP)

SECTION 6: Written notification to the Union of any reduction in force and/or transfer of function shall be made at the earliest possible date prior to general notices to employees. The notification will include:

1. The reason for the action to be taken;
2. The approximate number of employees who may be affected initially;
3. The types of positions anticipated to be affected initially; and,
4. Anticipated effective date that action will be taken.

The Agency will provide the Union with documentation requested by the Union in writing. The information provided would be that governed under 7114(b)(4) of the statute.

### SECTION 7: Notice to Employees

- a) The Agency will give an advance general notice of 150 days to employees who may be affected by a reduction in force action.
- b) The Agency will provide a specific notice of 90 days to individual employees who will be affected by a reduction in force action.

### SECTION 8: Competitive Areas

- a) Competitive areas will be assigned by the Agency in accordance with regulations. Notification to the union of the competitive areas shall be made at the earliest possible date in order to provide opportunity for discussion.

The Agency will temporarily suspend the filling of all Bargaining Unit vacancies in the competitive area of employees who will be affected by a reduction in force not more than 60 days prior to issuing specific RIF notices.

SECTION 9: Filling Positions

- a) The Agency will use vacancies to the maximum extent possible to place employees who would otherwise be separated in a reduction in force.
- b) RIF-affected employees will be given first consideration for reassignment to vacant positions. Employees who volunteer for reassignment within the state but outside their commuting area may be expected to pay their relocation costs.
- c) The Agency will establish a re-employment priority list of employees separated because of the RIF. Employees on this list will be offered positions, for which they qualify, at or below the grade from which separated, prior to the Agency seeking applicants from outside of the Agency.
- d) The Agency will take all reasonable steps to make lateral reassignments to vacant positions and to waive non-mandatory qualifications to the maximum extent feasible to facilitate the placement of affected employees at the same or lower grade.

SECTION 10:

- a) Bargaining unit employees if downgraded through no fault of their own, are entitled to pay retention and grade retention in accordance with 5 CFR 536.
- b) Employees affected by RIF, and eligible for relocation entitlements, will be allowed to make one house hunting trip at Agency expense in compliance with relocation regulations.

## ARTICLE 14 - DISCIPLINARY AND ADVERSE ACTIONS

### SECTION 1:

- a) A disciplinary action for the purposes of the article is defined as a formal written reprimand or a suspension from employment for fourteen (14) calendar days or less. The agency agrees to present disciplinary actions within a reasonable period of time of the incident taking into consideration the possible need for a formal, detailed investigation.
- b) Bargaining unit employees are subject to disciplinary action for misconduct, which is related to their employment. The provisions of the article do not apply to emergency suspensions as defined by law.

SECTION 2: The union, if requested by an employee, will be given an opportunity to be present at any examination of an employee by a supervisor in connection with an investigation, if the employee reasonably believes that such examination may result in disciplinary action against the employee. Although the employer will accommodate an employee's request to have a union official present by giving the employee an opportunity to contact a union official, such examination will normally not be delayed beyond seventy-two (72) hours, exclusive of weekends and holidays, from the date/time the examination was initially scheduled to be held.

SECTION 3: When the employer proposes to suspend an employee for fourteen (14) calendar days or less, the following procedures will apply:

- a) The employer will provide the employee with at least fifteen (15) calendar days advance written notice. The notice will state the reasons for the proposed disciplinary action, with sufficient detail to enable the employee to understand the reasons for the action.
- b) 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 his/her response. The employee may be granted a fifteen (15) calendar day extension of the reply period, if the employee:
  - 1) Requests such an extension in writing prior to the expiration of the initial fifteen (15) calendar day response period; and
  - 2) Provides demonstrated and valid reasons, acceptable to the employer, for requiring such an extension.
- c) When making a response, an employee is entitled to be represented by a lawyer or other representative.
- d) After receipt of the written and/or oral response, or the termination of the notice period, whichever comes first, the employer will issue a written decision to the employee which shall include a statement of the employee's right to grieve as provided for in this agreement. Suspensions will be based on reasons specified in the advance notice.

SECTION 5: If an employee is to be served with a warrant or subpoena, it will be done in private without the knowledge of other employees to the extent it is controllable by the Agency.

SECTION 6: The reasons and material on which the notice is based, including statements of witnesses, documents, and investigative reports or extracts therefrom, shall be

assembled and made available to the appellant and his/her representative for their review as allowed by law. Any material not disclosed will not be used by the employer to support their reasons in the notice.

#### SECTION 7: Adverse Actions

An adverse action for the purpose of the article is defined as a reduction in grade, or pay removal, suspension for more than 14 days, furlough without pay for thirty (30) days or less, or emergency suspension; which is imposed by the employer to promote the efficiency of the service when an employee's action is alleged not to conform to an acceptable standard of conduct when such conduct is directly related to their employment. The Agency agrees to present all adverse actions to the employee within a reasonable period of time of the incident or becoming aware of the incident, taking into consideration the possible need for a formal, detailed investigation.

SECTION 8: The employee against whom an adverse action is proposed is entitled to thirty (30) calendar days advance written notice stating any and all reasons, specifically and in detail, for the proposed action. Concurrent written notification will be provided to the union president with the employee's consent. The appellant will be in a duty status during the notice period unless the crime provision is invoked. When circumstances are such that the retention of the appellant in a duty status may result in damage to the employers property or may be detrimental to the interest of the employer or employees of the employer, they may be assigned to other duties or placed on leave.

SECTION 9: The reasons and material on which the notice is based, including statements or witnesses, documents, and investigative reports or extracts therefrom, shall be assembled and made available to the appellant and their representative for review. Any material not disclosed will not be used by the employer to support their reasons in the notice.

SECTION 10: The appellant will be given up to twenty (20) calendar days to reply orally or in writing. Upon request, with the approval of the employer, an extension may be granted when justified. When approved by the supervisor, the employee may be granted official time to prepare his/her reply.

SECTION 11: An employee against whom an adverse action is taken under this article is entitled to appeal through statutory procedures or through the negotiated grievance procedure of this agreement, but not both.

SECTION 12: If, upon appeal, the action is not sustained and the Merit Systems Protection Board (MSPB) directs the employer to reinstate and make whole the appellant, the employer will comply with the MSPB decision within thirty (30) days from the decision.

SECTION 13: "Letters of reprimand will be maintained in the employee's Official Personnel File (OPF) for a period not to exceed two (2) years. These disciplines may only be considered during subsequent disciplinary actions for the time of their maintenance in the above file. Suspension actions will be considered during subsequent disciplinary actions only in the context of applicable law and regulations."

## ARTICLE 15 - OFFICIAL TIME

SECTION 1: Union Officials who are currently employees of this bargaining unit shall be authorized a block of 600 hours of official time per year for representational duties. Exclusions from this block of time will be meetings called by management. Exclusions from the block of time will be entitled to reasonable and necessary official time. Such time will be granted without charge to leave or loss of pay and is considered duty time.

SECTION 2: Official Time will be requested by Union representatives as soon as a need for official time is recognized using Ex. A attached to this agreement. The Supervisor will act on the request upon receipt. Union representatives will report the time spent carrying out Union responsibilities to his/her supervisor. The form entitled Requests for Official Time (see exhibit A) will be used to request and report official time and must be in sufficient detail to allow completion of the individual's Time and Attendance report.

SECTION 3: An employer agrees to allow each union representative reasonable amount of official time to attend training sessions of a mutual benefit to the employer and the union during the period of time that the individual is in a duty status, provided that the subject matter of the training is of mutual concern to the employer and the employee is in the capacity of a union official or representative. Requests to be excused will be submitted to the employer as far in advance as possible. Requests will include a copy of the agenda or program and a description of the training for which the excuse is requested. It is understood that such official time will only be granted if it does not interfere with the accomplishment of the mission, not to include routine tasks and daily duties.

SECTION 4: The Union recognizes its obligation to ensure official time for representational purposes is not abused and will cooperate with the Employer and make every effort to prevent abuse. If the Employer alleges that the use of official time had been abused, the alleged offender and the Union will be notified in writing.

## ARTICLE 16 - HEALTH AND SAFETY

SECTION 1: The employer shall make every reasonable effort to provide and maintain safe working conditions and industrial health protection for all employees, using recognized safety precautions as a guide. The Union and the employer shall cooperate by instructing and encouraging all members of the unit to observe safety precautions, such as OSHA regulations, and to work in a safe manner.

SECTION 2: It is recognized that each employee has a primary responsibility for his/her safety and an obligation to know and observe safety rules and precautions as a measure of protection for him/herself and others. In the course of performing their normally assigned work, employees will be alert to observe unsafe conditions. When unsanitary, unsafe, or unhealthy conditions are observed, it is the employee's responsibility to report them at once to his/her immediate supervisors. It is the employers responsibility to take necessary action as soon as possible.

SECTION 3: Employees who sustain an injury while on the job, no matter how slight, will immediately report to the supervisor. They will also notify their supervisor in writing, preferable before leaving the work site on the shift during which the injury occurred but not later than 48 hours afterward. Such report shall be made on Office of Worker's Compensation Programs (OWCP) Form CA-1 or Form CA-2, as appropriate. If the injury is of a nature which requires immediate treatment at an outside medical facility, transportation to the hospital will be provided by the Employer at the time of injury. Further, the applicable provisions of the Federal Employees' Compensation Act as administered by the OWCP, U.S. Department of Labor, will be made available to the employee. The immediate supervisor or designee will assist the employee at his/her request in filing the necessary forms.

SECTION 4: Medical records will be disclosed only upon an employees written permission unless it involves a mental or other condition of such a nature that a prudent physician would hesitate to inform a person suffering from it and its exact nature and probable outcome, in which case it will not be disclosed.

SECTION 5: An employee injured while in a duty status, through no fault of their own, is entitled to first aid and medical care for the injury; this includes hospital care when needed. Medical services will be provided IAW applicable regulations. Each office shall have posted on the bulletin board the telephone number of the local police department and rescue squad.

SECTION 6: It is further understood and agreed that, when the employer requires the use of, and/or wearing of, special equipment, these specified items shall be furnished to employees at no cost and shall be used for official purposes only. The employer also agrees to provide first aid kits and insure that fire extinguishers are provided.

### SECTION 7:

- a. The employer agrees to assure the abatement of working conditions which have been determined by the employer, or appropriate health and safety official, to be unsafe or unhealthy as soon as possible. If the employer cannot promptly abate the unsafe or unhealthy condition, the employer agrees to develop an abatement plan for the unsafe/unhealthy working condition and inform employees, who are affected by the unsafe or unhealthy condition, of the provisions of the plan.

- b. The employer agrees that no employee will be subject to restraint, interference, coercion, discrimination or reprisal for reporting unsafe or unhealthy working conditions or for participating in the employers' wellness program activities.

SECTION 8: If an employee is required to perform tasks that the employee reasonably believes constitute a hazardous or life threatening situation, the employee has the right to refuse such an assignment. It is clearly understood that the employee acts at their own peril in refusing an assignment and will be subject to disciplinary action if, in fact, their belief was wrong.

SECTION 9: A safety suggestion made by an employee, which is not acted upon or responded to in a reasonable length of time, may be reported to the steward.

SECTION 10: An employee who has a complaint concerning unsafe or unhealthy working conditions may file a grievance IAW with the provisions of the negotiated grievance procedure.

SECTION 11: Employees using Video Display Terminals (VDT) on a regular basis will have 30 minute breaks from using the VDT during the first half and last half of the workday to perform duties other than on the VDT to relieve fatigue and tension unless longer periods are required by medical authority.

SECTION 12: The employer will be responsible for setting up a Health and Safety Committee. The committee will consist of two (2) union and two (2) management personnel. This committee will be responsible for monitoring the safety of employees working conditions, reporting unsafe conditions to the Assistant to the State Director, and assisting in the corrections(s) of unsafe conditions, as provided by OSHA. The employer will work in a cooperative manner with the committee in order to promote safety on the job. An annual calendar shall be established within 30 days of fiscal year by mutual agreement between the Union and Employer to schedule all health & safety inspections for all Rural Development Offices.

SECTION 13: When the temperature in an office drops below 60 degrees Fahrenheit or rises above 80 degrees Fahrenheit and the condition cannot be rectified within two (2) hours, other arrangements will be made, not excluding the possibility of dismissal, providing no work exists which can be performed out of the office (e.g. field visits).

SECTION 14: Employee Identification cards will be issued showing the CAMS employee I.D.# in place of the social security number. New cards with this change will be issued to all employees within 90 days of this agreement. The issuance of this card will not negate the necessity to carry the official USDA ID card.

## ARTICLE 17 - TRAVEL/TEMPORARY DUTY (TDY)

SECTION 1: Employees will be informed of the opportunity or the requirement to perform temporary duty as much in advance as practical. The employees work schedule will be changed accordingly to accommodate TDY. When the Employer requires TDY and is unable to provide normal notice, reasonable efforts will be made and mutually agreed upon by the employee and supervisor to accommodate special needs of the employee due to the short notice. Employees will not be expected to travel without valid travel orders and authorized travel pay. The Employer agrees to consider financial hardship and other factors when assigning TDY when more than one (1) employee is available for such assignment.

SECTION 2: Travel will be scheduled during the employee's work schedule whenever that is reasonably feasible. When travel is scheduled outside the regular work schedule, overtime or compensatory time will be provided as stated in the FLSA.

SECTION 3: Employees will be entitled to benefits provided by the GTR or any successor regulation. Employees will not be required to use their privately-owned vehicles, and accept that local travel at the TDY point will be limited to provisions in the GTR.

SECTION 4: When there is a choice to the mode of transportation or accommodations, the employee desires will be given due consideration by their supervisor. Rental cars will be authorized to employees when warranted.

## ARTICLE 18 - USE OF OFFICIAL FACILITIES

### SECTION 1:

- a. Upon reasonable advance request by the Union, the Employer will provide meeting space in areas occupied by the Employer, if available, for meetings during non-duty hours. The Union will comply with all security, safety and housekeeping rules in effect at that time and place.
- b. The advance request referred to in subsection a. should contain the date, time, duration and purpose of the meeting and the estimated number of employees expected to attend.
- c. Employees attending meetings under subsection a. will do so only during non-duty hours.

### SECTION 2:

The employer will make every effort to provide adequate and reasonable accommodations in which to conduct union business for up to three union officials at their duty stations. If the official is in a position that permits a private office, that office will be used to conduct union business. For officials in other positions, reasonable accommodations will be provided in the USDA Service Center conference room or, if a conference room is not available, arrangements will be made to use the private office of another employee in that location. Locking filing cabinets will be provided to all three union officials.

### SECTION 3:

- a. Sufficient and specific space will be identified by the Employer and provided on bulletin boards or areas, designated by the Employer in appropriate work areas for the display of official Union literature, correspondence, notices and bulletins. The Union agrees that the material posted will be posted during non-duty hours (if pertinent to internal union business) and will not be in violation of the law, regulation or security. The Union upon written justification and notification will promptly remove any posted material, which violates these provisions, by the Employer.
- b. The Union may distribute material on the Employers premises during all non-duty hours (e.g. lunch or break time) and in non-work areas during normal duty hours of operation of the facility, provided that the employees distributing and receiving the material are on their own time and provided that there is compliance with security regulations.
- c. Material, which does not violate any law, Executive Order, regulation of appropriate authorities, or this agreement, or does not reflect on the integrity or motives of any individuals, government agencies or activities of the Federal Government may be posted on official bulletin boards or distributed.
- d. All costs incidental to the preparation, posting, and/or distribution of internal union material shall be borne by the Union.
- e. The posting of materials on Union space on official bulletin boards shall be done only by employees during non-duty hours.

#### SECTION 4: Mail Distribution

The Union may use the Employers mail distribution system for "official" correspondence with the Employer and members of the bargaining unit." in matters relating to grievances and appeals".

#### SECTION 5: Telephone Use

- a. The Local President or their designee will have use of a Federal Telecommunications System (or equivalent) telephone for the purposes of appropriate communications dealing with employees grievances and appeals.
- b. Union representatives (officers and stewards) may use and will have use of available telephones, including use of the 2001 FTS calling card issued by the employer, for calls with bargaining unit members, and other appropriate agencies while performing representation functions.

#### SECTION 6: The Agency will make available to Union Officers the use of the following:

1. Fax Machine,
2. Personal computer with standard software, programs, and capabilities compatible with the Agencies technology,
3. Laser printer,
4. Access to e-mail,
5. Copy machine, and paper
6. Mail

#### SECTION 7: TRANSPORTATION

- a) Where travel to another location within the jurisdiction of the Local Union is necessary for representation activities, the union will be provided transportation, when available.
- b) When a Union representative uses a privately owned vehicle because of non-availability of a government owned vehicle, travel reimbursement will be rendered pursuant to travel regulations.

## ARTICLE 19 - PERFORMANCE APPRAISAL SYSTEM

### SECTION 1: Overview

- A. The Employer will strive for continuous improvement in performance to fulfill the Agency's commitment to providing quality customer service. Accomplishment of the mission is intended to be achieved within an environment that both recognizes the interdependence of employee contributions and promotes teamwork. Improvement in Agency performance will be sought by analyzing work processes and correcting systemic problems and/or revising processes, as appropriate. Consistent with the Agency's commitment to an environment that promotes teamwork, the cornerstone of performance evaluation will be the accomplishment of group or team objectives.
- B. The purpose of the performance appraisal system agreed to in this Article is to provide a fair and equitable framework for honest feedback and open, two-way communications between employees and their supervisors. The system focuses on contributions within the scope of the employee's job description in achievement of the Agency's overall mission. Accomplishment of objectives is intended to be achieved within a team environment. The performance appraisal system includes an annual written appraisal of achievement for each employee.

The performance appraisal system will emphasize:

1. Continuous communication
  2. Employee development (rather than being used as a disciplinary tool)
  3. Administrative simplicity (rather than labor-intensive)
  4. The evolution of the supervisor's role to coach
  5. Recognition of special skills and contributions as part of or in addition to regular job duties
  6. Employee input into group objectives
  7. Overall employee contributions
  8. Encouragement of unit and group towards achievement of the Agency's mission
- C. An annual rating of "Fully Successful" is necessary for eligibility to receive within-grade increases, promotion consideration, and award consideration and serves as a positive, tangible assertion that the employee is in "good standing" from the standpoint of work performance.
- The Performance Appraisal System as set forth in this Article is intended to be innovative and evolutionary in nature. Its effectiveness is critical to the Agency achieving its mission.

### SECTION 2: Policy

In its entirety and application, the Performance Appraisal System must be fair, equitable, and based upon an employees position description and individual performance of these requirements.

### SECTION 3: Performance Planning

All performance appraisals will be based on individual performance plans which consist of critical and non-critical elements and performance standards.

#### A. Preparation and communication of performance plans.

- 1) Individual performance plans will be established and communicated in writing within 30 days of the beginning of each appraisal period.
- 2) Performance plans shall be reestablished or revised each time a work assignment changes significantly, whether or not the work assignment requires a personnel action. Employees must be informed and participate in any revision and changes made to their written performance plans.
- 3) Individual performance plans will be established and communicated in writing to the employee within 30 days of an employee's assignment to a position (e.g., promotion, reassignment, appointment).

#### B. Employee participation in establishing performance plans.

Supervisors and managers have a major responsibility to ensure consistency, objectivity, and equity in the development of performance elements and standards and the subsequent appraisal of performance against these standards. Elements and standards must be based on the requirements of the employee's position. Communication between the supervisor and the employee is essential in this process. The identification of performance elements and the establishment of performance standards require joint participation of the supervisor and the employee in developing performance plans. Final authority for establishing elements and standards rests with the supervisory officials. Joint participation may be accomplished by means including, but not limited to, the following:

- 1) Employee and supervisor discuss and develop performance plan together.
- 2) Employee provides supervisor a draft performance plan.
- 3) Employee comments on draft performance plan prepared by the supervisor; or
- 4) Employees who occupy similar positions prepare Performance plan(s) with supervisor's approval.

C. The union will be invited to observe and/or participate in any meeting or negotiation of performance standards which would result in basic position standards.

D. Performance standards that assess an employee's performance must be job-related, documented and measurable. There must be a nexus between the expected performance and the expected job results.

### SECTION 4: Communications

A. An orientation briefing will be provided to all new employees entering on duty by the employee's supervisor, and there will be an oral discussion to explain, clarify, and communicate the employee's job responsibilities as articulated in the employee's

position description and/or performance plan. The purpose of this discussion is to ensure that there is a clear and common understanding of the duties and responsibilities contained in the employee's position description and/or performance plan.

- B. The supervisor will assure that the employee has an up-to-date position description, up-to-date copy of the Agency's mission and goals and, if applicable, the career ladder plan and will initiate a dialogue with the employee to discuss the employee's duties and responsibilities in relation to the organizational unit's goals and the Agency mission.
- C. Subsequent orientation sessions should be held when there is a change in the work situation. Examples may include:
  - 1) A change in the supervisor of record,
  - 2) When the employee is detailed,
  - 3) A change in the work unit's goals or objectives,
  - 4) A change in assignments,
  - 5) A change in the work processes of the unit, or
  - 6) When an employee returns from an extended absence of ninety (90) calendar days or more.
- D. Informal discussions are a standard part of supervision and should occur throughout an appraisal period.
  - 1. Discussions may be initiated by the supervisor or employee. Discussions may be held one-on-one or between a supervisor and a work group.
  - 2. Discussions should be candid, forthright dialogues between the supervisor and employee(s) aimed at improving the work product. Discussions will provide the opportunity to assess accomplishments and progress and identify and resolve any problems in the employee's or work team's work product. Where indicated, the supervisor should provide additional guidance aimed at developing the employee(s) and improving the work product or outcome. Discussions will provide the employee the opportunity to seek further guidance and understanding of his or her work performance.

#### SECTION 5: Uses of the Performance Appraisal System

The performance appraisal system is used for making a basic determination that an employee's work performance is in "good standing." It is also the basis for making certain personnel-related decisions.

- A. Within-Grade Increases - An employee who has attained a rating of "Fully Successful" and has achieved an "acceptable level of competency" will be entitled to appropriate within-grade increases.
- B. A rating of "Fully Successful" will be used as a qualifying factor in determining basic eligibility for consideration of awards, promotions, and other personnel actions.

## SECTION 6: Process

- A. All bargaining unit employees will receive an annual performance appraisal for the period October 1 through September 30, or other dates agreed to by the parties, certifying the level of performance of job duties and responsibilities. The evaluation will be issued in writing to the employees within sixty (60) calendar days of the end of the appraisal period. Employees new to the Agency (with less than ninety (90) calendar days) as of September 30, will receive a delayed evaluation upon completion of one hundred eighty (180) calendar days.
- B. When evaluating performance, the supervisor will take into consideration factors which affect performance that are beyond the control of the employee.
- C. Supervisors shall assist employees in improving less than "fully successful" performance. Such assistance may include, but is not limited to formal training, on-the-job training, counseling, and closer supervision. If performance is at the "does not meet fully successful" level in one or more element of the job, the following should be done:
  - (1) Non-critical element – the supervisor shall inform the employee in writing as soon as the "Does Not Meet Fully Successful" performance is apparent and give the employee a reasonable opportunity to demonstrate acceptable performance. The supervisor shall assist the employee by taking the following steps:
    - a. Closer supervisory review of work.
    - b. Discussions and corrections of work products.
    - c. Advise employee when the "Fully Successful" performance is met.
  - (2) Critical Element – If the performance is at "Does Not Meet Fully Successful" level in one or more critical elements of the job, the supervisor shall inform the employee as soon as the "Does Not Meet Fully Successful" performance is apparent. The employee must be notified in writing and given a reasonable opportunity to demonstrate acceptable performance. This should be accomplished through a PIP (see Section 7: Performance Improvement Plan (PIP)).
- D. At any time during the assistance period the supervisor may conclude that assistance is no longer necessary. The supervisor will so notify the employee of this determination in writing.
- E. If, following the assistance period, the supervisor is unable to make an evaluation that the employee is fully successfully performing his/her job duties and responsibilities, the supervisor will give the employee a documented performance interview communicating (1) this determination, (2) that the employee will be placed on a formal Performance Improvement Plan (PIP), and (3) that personnel related actions (WIGI, awards, etc.) will be withheld while this level of performance continues. The employee is entitled to a union representative at this performance interview.

## Section 7: Performance Improvement Plan (PIP)

- A. If the supervisor determines under Paragraph 6E that the employee is not fully successfully performing his/her job duties, the supervisor shall, in addition to providing the employee the written notice discussed above, develop in consultation with the employee and union representative, upon request, a written PIP. The PIP will identify the employee's performance deficiencies, the "Fully Successful" level of performance, the action(s) that must be taken by the employee to improve to the "Fully Successful" level of performance, the methods that will be employed to measure the improvement, and any provisions for counseling, training, or other appropriate assistance. The goal

of this PIP is to return the employee to "Fully Successful" performance as soon as possible.

- B. A reasonable period of not less than ninety (90) calendar days under a PIP will be given for the employee to achieve "Fully Successful" performance as soon as possible.
- C. At any time during the PIP period, the supervisor may conclude that the employee's performance has improved to the "Fully Successful" level and the PIP can be terminated. In that event, the supervisor will notify the employee in writing, terminate the PIP, and evaluate the employee as "Fully Successful", if appropriate.

#### SECTION 8: Performance-Based Actions

- A. Should all remedial action fail and the employee's performance is determined to be unacceptable, the supervisor will issue a rating of unacceptable performance to the employee. One of the following actions will be taken: reassignment, reduction to the next lower appropriate grade, or removal.
- B. An employee who is reassigned or demoted to a position at a lower grade will receive a performance appraisal after ninety (90) calendar days in the new position.
- C. An employee whose reduction in grade or removal is proposed for unacceptable performance is entitled to:
  - 1. Thirty (30) calendar days' advance written notice of the proposed action which identifies the specific basis for the proposed action including specific instances of unacceptable performance and
  - 2. A reasonable time, not to exceed twenty (20) calendar days, to answer orally and in writing.The decision to retain, reduce in grade, or remove an employee shall be made within thirty (30) calendar days after the date of expiration of the notice period.
- D. The employee will be given a written decision which:
  - 1. Specifies directly or by reference the instances of unacceptable performance on which the decision is based and
  - 2. Specifies the effective date, the action to be taken, and the employee's right to appeal the decision.
- E. The employee may appeal to either the Merit Systems Protection Board in accordance with applicable law or file a grievance under the negotiated grievance procedure, but not both.

#### SECTION 9: Statistical Data

Both parties agree that statistical data utilized to evaluate process effectiveness or individual performance must be reliable, valid, fair, and equitable.

Accordingly, the parties agree that within one hundred twenty (120) days of the signing by both parties of this Agreement, the parties will address the Agency's use of numbers and numerical data in measuring workloads, work processes, and individual and group performance with its primary objective to assure absolute integrity of the data. The results of this undertaking will be incorporated into this Article.

## ARTICLE 20 - PRINTING AND DISTRIBUTION OF THE AGREEMENT

SECTION 1: The Employer agrees to print and furnish the Union, at no cost, one copy of this agreement for every bargaining unit employee plus fifty (50) additional copies for the Union. The distribution of the agreement to bargaining unit members is the responsibility of the Union.

SECTION 2: The Union shall have the right to approve the proof copy prior to going to press and shall initial the proof for record purposes.

SECTION 3: For historical purposes, the Employer and the Union shall sign one (1) record copy of the agreement.

SECTION 4: Any amendments and supplements hereto shall be published and distributed in the manner described for the basic agreement.

SECTION 5: The agreement will be printed as mutually agreed upon.

## ARTICLE 21 - DURATION OF AGREEMENT

SECTION 1: This agreement shall remain in full force and effect for three (3) years from the date the agreement is approved by USDA Labor Relations or 30 days after its execution by the parties, whichever date occurs first.

SECTION 2: Either party may give written notice to the other, not more than 105 days nor less than 60 days prior to the three (3) year expiration date for the purpose of re-negotiation of this agreement. The terms of this agreement will remain in force and effect during the re-negotiation of said agreement until such time as a new agreement is approved and in effect, except for those terms which are nullified by law.

SECTION 3: If neither party serves notice to re-negotiate this agreement, the agreement shall be automatically renewed for one (1) year periods.

SECTION 4: This agreement may not be reopened unless required by law or unless mutually agreed upon by the parties.

## ARTICLE 22 - DUES DEDUCTION

DUES DEDUCTION: Voluntary allotment by Employees for the payment of dues to the Union shall be authorized and processed in accordance with the January 15, 1979, Memorandum of Understanding between the U.S. Department of Agriculture and the American Federation of Government Employees covering Employee dues deductions. A copy of this Memorandum of Understanding is attached hereto as Appendix A.

## ARTICLE 23: ADVERSE WEATHER

This Article establishes procedures for office operations during inclement weather or other hazardous or emergency situations that may necessitate the closing of the office for all or part of the workday. It is recognized that good communications with employees and the other USDA Service Center agencies within an office location is critical. The ultimate goal of this article is to maximize employee health and safety during such situations.

1. Early Dismissal. When a decision is made to close the office and dismiss employees early, the following will apply:
  - A. If an employee is on active duty, no charge will be made to that employee's leave. The time from dismissal is excused as administrative leave.
  - B. If an employee is on active duty but left work early before or after an early dismissal was announced and before the effective dismissal time, the time from the dismissal is excused as administrative leave. The time between the employee's departure and the dismissal time will be charged as annual leave.
  - C. If an employee was on leave and was scheduled to report later in the day but an early dismissal occurs, the employee is charged leave until the early dismissal time. The time from dismissal is excused as administrative leave.
  - D. If an employee requests unscheduled leave on a day that adverse conditions affect their travel to work, and an early dismissal later occurs, the employee is charged leave until the early dismissal time and is excused on administrative leave from the time of dismissal.
  - E. If an employee is absent for the entire workday on previously approved scheduled or unscheduled leave as defined in Article 7 of the Labor/Management Agreement, the employee is charged that leave for the entire day.
2. Office Closing for the Entire Day. In USDA Service Center locations, the decision to close the office is made by the local Food and Agriculture Council (FAC) that includes representatives of all Service Center agencies and will be based on conditions in the area in which the office is located. If the local RD office disagrees with the decision of the FAC, the Area Director can be contacted and can authorize the office to close.

In non-Service Center offices, the decision to close will be made by the Community Development Manager (CDM) for all employees in that office location. The decision to close will be made as early as possible to allow adequate time to notify employees of the closure before they depart for work. Closure of roads by a local or State official within part or throughout an entire county in which the office is located will automatically close the office for the time period that the road closure is in effect.

When a decision is made to close the office for an entire workday, employees will not be charged leave and will be placed on administrative leave. Employees who were on previously approved scheduled or unscheduled leave will be charged that leave for the entire day.

3. Delayed Opening. On occasion, conditions may develop that may make it difficult and/or hazardous for employees to arrive at work on time but would not necessitate the office to close. On such occasions, the local FAC (or CDM in non-service center locations) may delay opening a service center for an appropriate period of time to permit the difficult or hazardous conditions to be abated. If the local RD office disagrees with the decision of the FAC, the Area Director can be contacted and can authorize the office to close.

If the decision is made to delay opening a service center, the following will apply:

- A. Employees scheduled to be on active duty will be on administrative leave for the period the office is closed. No charge will be made to that employee's leave.
- B. If an employee was on leave and was scheduled to report later in the day after the delayed opening, the employee is charged leave only for the time between the delayed opening and when they report to work. The time until the delayed opening is excused as administrative leave.
- C. If an employee requests, by the time the delay opening occurs, leave for the remainder of the work day, the employee will be charged leave only from the time of the delayed opening until the end of the work day. The employee will receive administrative leave for the period the office was closed.
- D. If an employee is absent for the entire workday on previously approved scheduled or unscheduled leave as defined in Article 7 of the Labor/Management Agreement, the employee is charged that leave for the entire day.
- E. If the conditions do not improve prior to the delayed opening time, a decision may eventually be made by the local FAC (or CDM in non-service center locations) to close the office for the entire day. If the local RD office disagrees with the decision of the FAC, the Area Director can be contacted and can authorize the office to close.

In such cases, administrative leave will be granted as outlined in number 2 above.

4. Individual Excusal. It is recognized that individual circumstances, such as the location of an employee's residence, may require excusals in times of inclement weather or hazardous conditions. Such factors as the distance between an employee's home and the office, availability of public transportation, efforts made by the employee to report to work on time and the success of other similarly situated employees to get to the office will be taken into consideration when permitting individual excusals. Employees have the responsibility of notifying his or her supervisor, or someone designated to receive such a notification, as soon as possible at the beginning of the workday of the circumstances that may prevent them from arriving at work on time. The following will apply in these circumstances:

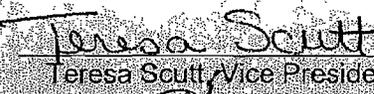
- A. Even if an office is neither closed nor delayed from opening, an employee may be experiencing difficulty in traveling to work. Such employees may be excused on administrative leave for tardiness for up to two (2) hours after their tour of duty begins. Supervisory concurrence (in local servicing offices, the CDM) must be obtained.

- B. If roads are closed by a local or State Official in the area or county in which an employee resides, but the office is open for all or part of the day, that employee will be placed on administrative leave for the period during which the road closure occurs.
  - C. Employees have the responsibility of notifying his or her supervisor, or someone designated to receive such a notification, as soon as possible at the beginning of the workday of the circumstances that may prevent them from arriving at work on time.
5. Communications. Each office should establish methods of communication that will enable employees to be notified of closures or delayed openings before they leave their residences. Whenever possible, the local media should be advised of the office closure or delayed opening. Attempts should also be made to notify customers who have scheduled appointments of the office closure or delayed opening.
6. After Office Closure. No employees are permitted to perform work in the building.

In witness whereof the parties hereto have caused this basic Labor-Management Agreement to be executed on this 26<sup>th</sup> day of July, 2011.

For USDA- Rural Development

For American Federation of Government

  
\_\_\_\_\_  
Jill Harvey, State Director  
\_\_\_\_\_  
Margaret Russo, President  
\_\_\_\_\_  
Bryan Clerkin, Administrative Program Director  
\_\_\_\_\_  
Teresa Scutt, Vice President  
\_\_\_\_\_  
Kristen J. Lombardo, HRM  
\_\_\_\_\_  
Michael Manning, Secretary/Treasurer

MEMORANDUM OF AGREEMENT

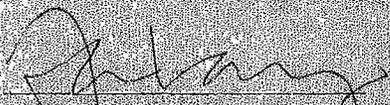
This Memorandum of Agreement ("MOA") between the U.S. Department of Agriculture, Rural Development New York ("the Agency") and American Federation of Government Employees, Local 2831 ("the Union") amends, effective immediately, the current Collective Bargaining Agreement ("CBA").

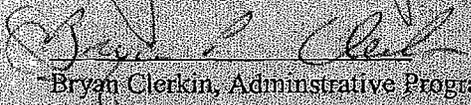
I. The CBA and this MOA are subject to and governed by Title VII of the Civil Service Reform Act of 1978, the Federal Service Labor-Management Relations Statute.

II. Article 3, "Mid-term Bargaining," of the CBA permits the parties to amend the CBA.

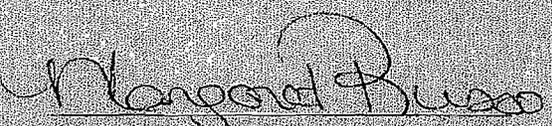
RD Instruction 2045-A is hereby amended by:

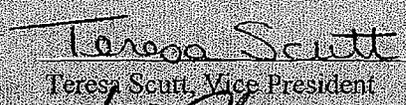
- 1) Paragraph 2045.7 (a) will read that all employees will be provided with a laptop and VPN capability. Employees will not be provided with broadband/dial-up, cell phones, and/or phone lines. Other information technology equipment needs will be assessed based on cost benefit analysis.
- 2) Those individuals who currently are provided with separate phone lines will be grandfathered into the program. No future services will be provided to individuals who become promoted into the grandfathered position.
- 3) Supervisors when exercising authority, IAW 2045.7(a) will ensure that office coverage consideration is adjudicated as outlined in ARTICLE 7-LEAVE of the Labor Management Agreement.

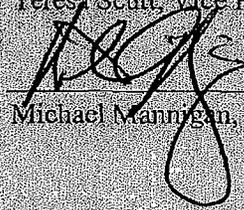
  
Jill Harvey, State Director

  
Bryan Clerkin, Administrative Program Director

  
Kristen Lombardo, HRM

  
Margaret Russo, President

  
Teresa Scutt, Vice President

  
Michael Mannigan, Secretary/Treasurer



September 7, 2011

United States  
Department of  
Agriculture

Office of the  
Assistant Secretary  
for Administration

Office of  
Human Resources  
Management

1400 Independence  
Avenue SW  
Washington, DC  
20250-9600

**TO:** Jill Harvey, State Director  
Rural Development, New York

**CC:** Bryan Clerkin, Administrative Program Director  
Rural Development, New York

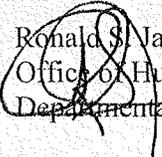
Karen Messmore, Director  
Office of Human Resources Management  
Departmental Management

Kristen Lombardo, Human Resources Manager  
Rural Development, New York

Margaret Russo, President  
American Federation of Government Employees, Local 2831

Clyde Thompson, Acting Administrator  
Operations and Management Administration, Rural Development

Wendy Moore, Labor Relations Officer  
Operations and Management Administration, Rural Development

**FROM:**  Ronald S. James, Labor Relations Officer  
Office of Human Resources Management  
Departmental Management

**SUBJECT:** Review of the Executed Memorandum of Agreement and  
Basic Labor-Management Agreement between USDA, Rural  
Development, New York and AFGE, Local 2831

Ms. Harvey:

On behalf of the Secretary of Agriculture and in accordance with 5 U.S.C. § 7114(c), the subject Agreements executed on August 11, 2011 by Ms. Jill Harvey, State Director, Rural Development, New York, has undergone Agency Head Review. After review of the negotiated provisions, the Department finds them to be consistent with applicable laws, rules, and regulations. Therefore, the Agreements submitted by the parties for Agency Head Review are approved. The Agreements shall have the effective date of this memorandum.

If you have any questions regarding this matter, please do not hesitate to contact me.

