

**LABOR-MANAGEMENT  
AGREEMENT**

**Between**

**USDA RURAL DEVELOPMENT  
WASHINGTON STATE**



**And**

**NATIONAL FEDERATION OF FEDERAL  
EMPLOYEES LOCAL 758**



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## **PREAMBLE**

Pursuant to the policy set forth in the Federal Service Labor Management Relations Statute and subject to all applicable statutes and existing regulations issued by the United States Office of Personnel Management (OPM), the Labor Management Agreement, together with any and all subsequent supplemental agreements and/or amendments, constitute a total Agreement and is entered into by and between the United States Department of Agriculture (USDA), Rural Development, Washington State, hereinafter referred to as the Agency and/or Employer and the National Federation of Federal Employees (NFFE), Local 758, hereinafter referred to as the Union. A copy of the Federal Service Labor-Management Relations Statute is contained in Appendix B.

It is the intent and purpose of the parties to:

- Promote and improve the efficiency of mission operations and the well being of bargaining unit employees;
- Improve the working conditions of employees within the Federal Service Labor-Management Relations Statute;
- Establish and foster a basic understanding of personnel policies, procedures, and practices, and matters affecting the conditions of employment; and,
- Provide a means for amicable discussion and adjustment of matters of mutual interest at USDA Rural Development, Washington State.

## **ARTICLE 1 – GENERAL PROVISIONS**

1.1 **AUTHORITY**: This agreement is made under authority contained in 5 U.S.C. Chapter 71 and in accordance with the Certification of Representative, dated December 21, 1972.

1.2 **RECOGNITION**:

- A. The Employer recognizes the rights of Employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions, which affects them.
- B. The Employer recognizes NFFE Local 758 as the exclusive representative of all employees in the bargaining unit as defined below, hereinafter referred to as “employees” or “bargaining unit employee(s).”
- C. The Union recognizes its responsibility to represent the interest of all unit employees with respect to grievances, personnel policies, practices and procedures, or other matters affecting their general working conditions, subject to the express limitations set forth herein.

1.3 BARGAINING UNIT: The Bargaining Unit for which NFFE is exclusive representative is described as follows:

- A. Included: All professional and non-professional GS and WG employees employed by USDA, Rural Development in the State of Washington, but excluding management officials, supervisors, employees engaged in Federal personnel work except those in a purely clerical capacity, guards, casuals, and intermittent employees and seasonal employees who have no reasonable expectancy of reemployment.
- B. Excluded: All management officials, supervisors, and employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6), and (7).

1.4 FEDERAL SERVICE LABOR RELATIONS AUTHORITY: In the administration of all matters covered by the agreement, officials, and employees are governed by existing or future laws, and regulations or appropriate authorities; by published agency policies and regulations in existence at the time the agreement was approved; and, by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level, and by 5 U.S.C., Chapter 71.

1.5 DISTRIBUTION: Within thirty (30) days after the approval of this Agreement, the Employer will make available copies (hardcopy or electronic) to all employees. Thereafter, the Employer will furnish an upgrade of the above information as changes occur.

1.6 EQUAL EMPLOYMENT OPPORTUNITY: The parties agree to actively support programs developed to provide equal opportunity in employment for all persons; to prohibit discrimination because of age, race, color, religion, sex, national origin, disability, marital status; to promote the realization of equal employment opportunity through continuing affirmative action, career enhancement, and to support providing reasonable accommodations for persons with disabilities.

1.7 DEFINITIONS: The following definitions of terms used in this Agreement shall apply:

- A. AMENDMENTS: Modifications to the basic Agreement to delete or change portions, sections, or articles of the Agreement.
- B. ADVERSE ACTION: A personnel action which affects an employee through: removal, suspension for more than 14 days; reduction-in-grade or pay; or furlough without pay for 30 days or less. Such actions are appealable to the Merit System Protection Board or through the negotiated grievance procedure (depending on scope) at the employee's choice, but not both (5 U.S.C. 7121 (d)). It does not include removal of a probationary employee; a suspension or removal for national security reasons; a reduction in grade or a removal for unacceptable performance; or an action by the Special Counsel of the Merit System Protection Board (MSPB).
- C. AGENCY: USDA Rural Development.

- D. **AUTHORITY:** The Federal Service Labor Relations Authority as established by the Civil Service Reform Act of 1978.
- E. **DISCIPLINARY ACTIONS:** Management-initiated actions designed to correct employee behavior. They are of less severity than adverse actions and may include written or oral reprimands and suspensions of 14 days or less. They are grievable through the negotiated grievance procedure to arbitration.
- F. **EMERGENCY SITUATION:** An emergency situation is one which poses sudden immediate and unforeseen work requirements for the Employer as a result of natural phenomena or other circumstances beyond the Employer's control or ability to anticipate.
- G. **EMPLOYEES:** Employees of the Bargaining Unit as described in Article 1.3.
- H. **EMPLOYER:** USDA Rural Development, Washington State.
- I. **GRIEVANCE:** A request for adjustment relative to a matter of concern or dissatisfaction: 1) by any employee concerning any matter relating to the employment of the employee; 2) by the Union concerning any matter relating to the employment of any employee; or, 3) by any employee, labor organization, or Agency concerning: (i) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or (ii) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- J. **IMPASSE:** The inability of the representatives of the Employer and the Union to arrive at a mutually agreeable decision, concerning negotiable matters, through the bargaining process.
- K. **MANAGEMENT OFFICIAL:** An individual employed by the Agency in a position where the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the Agency.
- L. **NEGOTIABILITY DISPUTE:** A dispute over whether or not an issue is negotiable within the scope of bargaining established in Title VII of the Civil Service Reform Act of 1978. Compelling disputes are resolved by the FLRA. Regulations of the Authority provide specific procedures for processing such disputes (5 U.S.C. 7117).
- M. **NEGOTIATION:** Bargaining of representatives of the Employer and Union over appropriate issues relating to terms of employment, working conditions, and personnel policies and practices, with a view toward arriving at a formal agreement.
- N. **SUPERVISOR:** An individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.

- O. SUPPLEMENTS: Additional articles negotiated during the term of the basic Agreement.
- P. UNION: The National Federation of Federal Employees (NFFE), Local 758.
- Q. UNION OFFICIAL: Duly elected or appointed officials of NFFE, Local 758, who are employees of the employer.
- R. UNION OFFICER: An elected official of the Union, e.g., President, Vice-President, Secretary, Treasurer.
- S. UNION REPRESENTATIVE: Accredited National Representative of the National Federation of Federal Employees.
- T. UNFAIR LABOR PRACTICE (ULP) CHARGE: A charge filed on FLRA Form 22/23 with the appropriate Regional Office citing the subsections of Section 7116 of 5 U.S.C. Chapter 71 which have been violated, naming the party in violation, and specifically outlining the facts which form the basis for the charge. Filing of this form must be done within six months of the incident(s)-giving rise to the charge. Taking this step starts the unfair labor practice procedure. A copy of the charge must be served to the agency or labor organization alleged to have violated Title VII of the Civil Service Reform Act of 1978.

## **ARTICLE 2: - LABOR-MANAGEMENT COUNCIL**

2.1 **PURPOSE**: The parties acknowledge that they have a common interest in the improvement of the operations as described in the Labor-Management Council Agreement (Appendix C). It is mutually agreed that the Labor-Management Council will perform Collective Bargaining, as necessary.

The Council shall submit summary reports of its meetings, in writing (hard copy or electronic), to all Employees. The summary report will be signed by the State Director and the Union President.

2.2 **VISION**: Labor and management collaborate to work as partners to champion change to transform our Agency to deliver the highest quality service to our customers through partnership.

2.3 **MISSION**: Work as a team of equal partners to identify and solve problems, accomplish the Council's goals and better serve the Agency's mission and customers.

2.4 **FUNCTIONS**: The matters the Committee may give consideration to, may include, but are not limited to:

- A. The identification and/or correction of conditions causing grievances and misunderstandings;

- B. Improving communications between employees and supervisors;
- C. Maintaining employee productivity and morale;
- D. The improvement of working conditions;
- E. Providing assistance in the form of ideas, and or suggestions, for the improvement of program delivery.

2.5 LIMITATIONS: The Labor-Management Council shall not, under any circumstances, consider individual grievances, complaints, or disputes.

**ARTICLE 3: - RIGHTS OF MANAGEMENT, UNION, AND EMPLOYEES**

3.1 AGREEMENT: Both parties recognize the rights and obligations conferred on Unions and Management by the Federal Service Labor-Management Relations Statute (5 U.S.C., Chapter 71), as well as the Congressional findings and purposes stated in 5 U.S.C. 7101 (a) and (b) with regard to collective bargaining in Civil Service in Appendix B. 5 U.S.C., Chapter 71 - [http://uscode.house.gov/title\\_05.htm](http://uscode.house.gov/title_05.htm) - Click on Chapter 71.

3.2 UNION RIGHTS AND REPRESENTATION:

- A. The Union has not waived any of its statutory rights nor any statutory rights of its employees by entering into this Agreement.
- B. There shall be no restraint, interference with or coercion against any Union officials in the exercise of their rights under 5 U.S.C. Chapter 71 because of the performance of duties within the scope of this Agreement, or against any Bargaining Unit member for filing a grievance, or acting as a witness under this Agreement, the Statute or applicable regulations.
- C. The Union is the exclusive representative of the Bargaining Unit and is entitled to act on behalf of Bargaining Unit employees. The Union is responsible for representing the interests of all employees in the Bargaining Unit without discrimination and without regard to Union membership.
- D. Designated officers or officials of the Union have the right to represent the employees within the entire Bargaining Unit. Management will recognize officials designated by the Union.
- E. The Union will provide, annually (at the beginning of each fiscal year) or when changes occur, to management a list showing the distribution of representational duties.
- F. The Union has the right to represent an employee or group of employees in presenting a grievance or when raising matters of concern or dissatisfaction with Management.

- G. The Union has exclusive right to represent employees under the negotiated grievance procedure in this Agreement.
- H. An employee or group of employees may present a grievance or complaint without representation by the Union. The Union will be given the opportunity and has the right to have an observer present during discussions with the grievant. Also, the Union will be given an opportunity and has the right to be present at the resolution.
- I. The Union shall be a party to formal discussions and grievance proceedings involving conditions of employment.
- J. If an employee desires consultation with a Union official 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 the reasons in writing.

### 3.3 EMPLOYEE RIGHTS:

- A. Upon request of the employee, a Union Official 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 Union Official is not immediately available, and the Agency wishes to continue the investigation, it will be delayed for a reasonable period of time to permit the presence of a Union Official.
- B. Each employee is accountable to the Employer for performance of assigned duties and compliance with governing regulations.
- C. Form, join, or assist any labor organization, or to refrain from such activity, freely, and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such rights.
- D. 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 the head of the Agency and other officials of the executive branch of the Government, the Congress, or other appropriate authorities.
- E. This contract is an agreement in the interest of maintaining a business relationship; both supervisors and employees will deal with each other in a professional manner and with courtesy, dignity, and respect. Agency, Union Officials, and employees shall refrain from coercive, intimidating, or abusive language and behavior.

F. The Agency shall annually inform Bargaining Unit employees of their rights under 5 U.S.C. 7114(a)(2)(B), including but not limited to posting a notice on the official bulletin boards.

G. An employee shall not be disciplined or otherwise discriminated against because he/she has filed a complaint or given testimony under the Statute, the grievance procedure, or any other redress procedure available.

H. This Agreement does not prevent any employee, regardless of employee organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, or agency policies, or from choosing his or her own representative in a statutory appeal action.

I. All bargaining unit employees are entitled to assistance and representation by the Union.

3.4 **MANAGEMENT RIGHTS:** Subject to 5 U.S.C. 7106 (b) nothing in this Agreement shall affect the authority of any management official of the Agency:

A. To determine the mission, budget, organization, number of employees, and internal security practices.

B. In accordance with applicable laws:

- (1) To hire, assign, direct, layoff, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
- (2) To assign work, make determinations with respect to competitive sourcing, and determine the personnel by which the Agency's operations shall be conducted;
- (3) With respect to filling positions, make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source; and,
- (4) To take whatever actions may be necessary to carry out the Agency mission during emergencies.

#### **ARTICLE 4: - NEGOTIATIONS**

4.1 **METHOD:** The union and the employer have the responsibility of conducting negotiations using Interest-Based Bargaining, ensuring all Labor-Management Council members are trained in this technique prior to bargaining. The parties agree to deal in good faith and to make every reasonable effort to resolve all differences which arise between them in connection with the administration of this agreement. For the purpose of Collective Bargaining the Labor-Management Council will conduct negotiations.

4.2 **SCOPE:** Subjects appropriate for negotiations between the parties are personnel policies and practices and matters relating to or affecting working conditions of employees within the

Bargaining Unit. The employer agrees to negotiate with the Union on any new policy or change in established policy or past practice as required by the Statute.

- A. If the change itself is not subject to negotiations by law, its impact upon the employees and procedures for implementing the change will be negotiated, in accordance with this article.
- B. Management will provide a written notice, as soon as possible, to the Union.
- C. Upon receipt of the written notice, the Union will be granted reasonable official time to communicate with affected employees within 10 work days for the purpose of preparing proposals. The Union will present written proposals to Management within 5 workdays after communication with affected employees has been completed.
- D. Following receipt of the Union's proposals, Management will then have 5 workdays to present its written counter-proposals to the Union.
- E. Face-to-face bargaining will commence within 5 workdays following the Union's receipt of Management's counterproposals.
- F. Parties can alter any of the above time frames through mutual agreement.
- G. If the Union does not provide its written proposals within that timeframe, the employer may implement the change as proposed.
- H. When both parties in good faith have considered each other's proposals and counter-proposals, cannot reach an agreement, and have considered appropriate Alternative Dispute Resolution (ADR) mechanisms, then either party may declare impasse and the services of the Federal Mediation and Conciliation Service may be requested. Should the efforts of the mediator fail to resolve the parties' differences and the mediator declares an impasse, either party may petition the Federal Service Impasses Panel (FSIP) for assistance. If the Agency intends to implement the proposed change in working conditions, it will give the Union appropriate notice including the effective date. Such notice will provide the Union a reasonable opportunity to seek FSIP assistance before the Agency implements the change.
- I. When agreement has been reached on all articles and the Agreement has been ratified by the Union members in a manner prescribed by NFFE, it will be signed by the Union President and the Employer.
- J. The above procedures will apply to the negotiation of the basic Agreement, and any amendments, or supplements. Either party may request to terminate or modify the Agreement (reference Article 6 for duration of agreement, amendments, and expiration).

## **ARTICLE 5 - DUES WITHHOLDING**

5.1 **GENERAL**: The Agency will process properly authorized dues withholding forms for the Union in accordance with the Memorandum of Understanding between USDA and NFFE dated October 20, 1983, included as Appendix A to this Agreement.

## **ARTICLE 6 – DURATION OF AGREEMENT**

6.1 **GENERAL**: This Agreement will be implemented and become effective when it has been ratified, signed by the parties, and approved upon review pursuant to 5 U.S.C. 7114(c)(2). This Agreement will remain in full force and effect for five (5) years from its effective date.

6.2 **AMENDMENTS**: This agreement, except for the duration period, may be subject to opening to revise or add coverage by the parties in accordance with the following conditions:

As required by changes made to applicable laws, regulations, and policies from higher authority after the effective date of the agreement and/or at any time after the contract has been in effect for twelve (12) months by mutual consent of both parties.

6.3 **EXPIRATION**: Upon completion of the 5-year term, the Agreement shall be automatically renewed for a two (2) year period unless either party gives the other party written notice of its intention to renegotiate this Agreement no less than 60 days nor more than 105 days prior to its termination date.

## **ARTICLE 7 – UNION REPRESENTATION AND OFFICIAL TIME**

7.1 **GENERAL**: The obligation to represent the employees of a Bargaining Unit requires Union officials have reasonable access to Bargaining Unit employees and responsible management representatives of USDA Rural Development for the State of Washington.

7.2 **RECOGNITION OF DESIGNEES**: The Employer agrees to recognize four (4) Union Officials to be designated (appointed and/or elected) by the Union. The designated Union Officials will be authorized a reasonable amount of official time for representational activities pursuant to the terms and conditions of this Agreement, and Chapter 71 of Title V of the U.S. Code. In accordance with the U.S. Code, such official time does not extend to such activities as solicitation of membership, collection of dues, campaigning for officers, or other matters pertaining to the internal business of the Union.

7.3 **TIME**: The Union Official will be permitted reasonable time to receive, investigate, prepare and present (but not solicit) employee complaints or grievances during duty hours. Facilities and equipment may be used, if available, and it does not cause an interruption of normal work, with prior approval of the Supervisor. If the copier is used, the Union will furnish its own copy paper.

7.4 INTERNAL UNION BUSINESS: Internal Union business, such as attending Union meetings and posting or distributing Union literature, will be conducted during the lunch period, or non-duty hours of the employees involved. Use of copier facilities will be permitted during the lunch period, or non-duty hours, if union supplies the copier paper. Upon request and subject to normal security limitations, the Union shall be granted authority to conduct no less than one (1) membership drive of up to sixty (60) days' duration per year, before and after duty hours and at lunch periods. Upon request, the Employer shall provide, if available, the Union with tables, bulletin boards, and easels for use in such drives.

## **ARTICLE 8 – USE OF OFFICIAL FACILITIES AND SERVICES**

8.1 BULLETIN BOARD: Space on bulletin boards shall be made available to the Union for posting of official Union bulletins provided that the posting of such bulletins is not contrary to Federal laws or regulations. Bulletin boards must be kept free of controversial or political material, as well as advertising matter.

8.2 FACILITIES: The Union will have access to such facilities and services as are reasonable, necessary, and in the public interest. This includes, but is not limited to, meeting rooms, duplicating equipment, telephones, teleconferencing, fax equipment, computers, email, and normal office supplies and equipment. In order to avoid disruptions in Agency operations, the Union will provide reasonable notice for purposes of approval, generally at least 48 hours, of its intent to use facilities, such as meeting rooms, that may be scheduled for other uses. It is understood that the Union will use official equipment and facilities only for representational purposes of Rural Development employees when on official time. All internal Union business will be conducted during non-duty hours.

8.3 TRAVEL: The Union will make every reasonable effort to keep travel and per diem charges to a minimum. Travel and per diem will be claimed only in connection with approved official time and subject to the provisions in the following three subsections.

- A. UNION OFFICIALS: Travel and per diem will be paid in connection with authorized official time while negotiating labor-management agreements and/or attending labor-management council meetings, attending management initiated meetings with the Union, representing the Union before the FLRA or the Federal Service Impasses Panel, representing the Union in an arbitration proceeding or in such other instances as mutually agreed upon by the Parties. If a GSA vehicle is unavailable, the union official may use a privately owned vehicle and request mileage reimbursement.

- B. **BARGAINING UNIT MEMBERS:** The employee will make every reasonable effort to first make use of the Employer's telecommunications equipment, i.e., telephone, fax, and email, in connection with any potential grievance. If a face-to-face meeting with a Union Official is needed, the Union Official will normally travel to the employee's worksite. If the Union Official is unable to travel, then the employee will go to the Union Official's duty station. In this event, a GSA vehicle will be used if available. If a GSA vehicle is unavailable, the employee may use a privately owned vehicle and request mileage reimbursement.

#### 8.4 LABOR/MANAGEMENT RELATIONS TRAINING:

- A. UNION SPONSORED TRAINING SESSIONS: The Employer agrees to grant reasonable administrative leave, to employees who are Union officials, who are USDA Rural Development employees, for the purpose of attending Union sponsored training sessions directly related to conditions of employment, provided the training is of concern to the employees in their capacity as a Union Official.

This does not preclude the Union from requesting and the Employer granting additional administrative leave if the Employer determines that a particular request is justified due to the nature of the training, which the Union proposes to attend.

- B. EMPLOYER/UNION SPONSORED TRAINING SESSIONS: The Employer agrees to joint Labor-Management training sessions on official duty time with Union officials, supervisors, and managers regarding the administration of this agreement.

All members of the Labor/Management Council must be trained in and support Interest-Based Bargaining concepts.

### ARTICLE 9 – HOURS OF DUTY

9.1 HOURS OF DUTY: Both Parties recognize the use of Alternate Work Schedules (AWS) can improve productivity and morale and provide greater service to the public. Any choice of an AWS must be mutually acceptable to the supervisor and the employee. The use of an alternative work schedule (AWS) is authorized in accordance with governing laws, rules, regulations and this Article.

9.2 OVERTIME: Nonexempt employees must be compensated when working outside their scheduled tour of duty as long as the overtime has been approved in advance by the supervisor. Also, employees are to obtain supervisory approval prior to working outside their tour of duty.

## **ARTICLE 10 – LEAVE**

10.1 **LEAVE:** The Employer and Union have a common interest to create a Family Friendly Workplace which enables the Agency to meet their mission needs while allowing employees flexibility to meet both work and family needs.

The Employer agrees to administer hours of duty and alternative work schedules in accordance with Washington State Instruction 2066-A, Leave, on matters not covered in this Agreement. Leave Policy - <http://rdstateo.waolympia.fsc.usda.gov/documents/CP&PdraftLeavePolicy.pdf>  
Leave Handbook - <http://rdstateo.waolympia.fsc.usda.gov/documents/CP&PdraftLeaveHandbook.pdf>

## **ARTICLE 11 – TELEWORKING**

11.1 Teleworking is a flexible worksite arrangement that improves the quality of work life, employee productivity, the balance of work and personal/family life, the environment, energy utilization, and other social and economic conditions.

The Employer agrees to administer the Washington State negotiated Teleworking Policy/Instruction. Teleworking Policy - <http://rdstateo.waolympia.fsc.usda.gov/documents/teleworkpolicy.doc>  
Teleworking Handbook - <http://rdstateo.waolympia.fsc.usda.gov/documents/teleworkhandbook.doc>

## **ARTICLE 12 – HEALTH AND SAFETY**

12.1 **GENERAL:** The Employer and the Union have a common interest in promoting safe working habits and safe conditions. The Employer has an obligation to provide safe working conditions. It is recognized that each employee has the primary responsibility for his/her own safety and as such, is further responsible for promptly bringing to the attention of his/her supervisor any unsafe working conditions. The Employer will investigate and if warranted, promptly take appropriate action to correct the unsafe condition. If corrective measures are not taken within a reasonable amount of time the Union may elect to accompany the Employer in a further investigation and recommend appropriate action.

12.2 **FIRST AID:** Where full health facilities are not available on the premise, the Employer agrees to provide first aid kits(s) and designate a position in each office to maintain the kit(s).

### **12.3 AUTOMOBILES:**

- A. An employee will not be required to operate a Government motor vehicle known to be unsafe as determined by the Employer.
- B. The Employer will authorize the ordering of the following safety equipment for each GSA vehicle:

- (1) First aid kit and flashlight.
- (2) Chains or approved traction devices, and
- (3) De-icer and/or scraper.
- (4) Blankets and flares.

In addition, if individual employees, based upon their travel patterns, feel other devices or items are necessary they may request such items through normal supply channels.

12.4 **INJURY REPORTING:** All on-the-job injuries, whether or not such injuries at the time are considered to be disabling, will be reported immediately to the supervisor and Human Resources.

12.5 **PERSONAL SAFETY:** An employee may decline to perform his or her assigned task because of a reasonable belief that, under the circumstances, the task poses an imminent risk of bodily harm or a life-threatening situation coupled with a reasonable belief that there is insufficient time to obtain guidance. The employee will promptly bring to the attention of his/her supervisor any unsafe working condition. The employer will investigate, and if warranted, promptly take action to correct the unsafe condition.

Employees have the primary responsibility for their personal safety. The Employer agrees it will not assign and employees may decline to work where there is imminent risk of serious injury or a life-threatening situation.

## **ARTICLE 13 – POSITION DESCRIPTIONS AND CLASSIFICATIONS**

13.1 **GENERAL:** The Employer agrees to maintain job descriptions, which accurately reflect the major duties and responsibilities, assigned to bargaining unit members. Employees and supervisors should periodically review the position description to assure that accuracy is maintained. The Employer will provide a copy of the job description (hard copy or electronic) to the employee.

13.2 **INACCURACIES:** If an employee believes that his/her position description is inaccurate, he/she should advise the supervisor of the concern and provide the supervisor with sufficient information in writing to allow the supervisor to look into the matter. The matter will be elevated to Human Resources who will provide a response to the employee.

13.3 **DISPUTES:** If an employee believes that his/her position is incorrectly classified as to series and/or grade and the State Office disagrees, he/she has three options to pursue a classification appeal with:

- A. Rural Development Assistant Administrator for Human Resources; or,
- B. USDA Office of Human Resources Management; or,
- C. U.S. Office of Personnel Management (OPM).

## **ARTICLE 14 – MERIT PROMOTION**

14.1 **PROCEDURES:** All actions under Merit Promotion will be taken in accordance with the regulations of the Department, Rural Development, and this Agreement.

The Employer agrees to administer the Washington State negotiated Merit Promotion Plan.  
Merit Promotion Plan -

<http://rdstateo.waolympia.fsc.usda.gov/documents/USDA%20Merit%20Promotion%20Plan.doc>

14.2 **VACANCIES:** All statewide USDA Rural Development vacancy announcements will be posted on the automated bulletin board system as prescribed by OPM and sent via email to all employees. OPM Job Site - [www.usajobs.opm.gov](http://www.usajobs.opm.gov)

Employees who are on extended leave are responsible for notifying their supervisor if they want to be considered for promotional opportunities while they are on travel or leave. Employees shall leave a telephone number, e-mail address, and/or facsimile number with their supervisor. The supervisor is responsible for contacting the employee to provide vacancy information.

## **ARTICLE 15 – TRAINING AND CAREER DEVELOPMENT**

15.1 **POLICY:** The parties agree that the primary function of training is to assure the optimum use of human resources in attaining organizational needs. Determination of training needs is the responsibility of the Agency. The Agency should provide training necessary for the performance of employees' assigned duties, and, where appropriate, for improvement of organization and individual performance.

Within budget allocations, and with supervisor's approval, the Employer shall provide employees with training opportunities including formal courses, on the job training and self-development courses which are job related and to the benefit of the Agency. The Employer shall determine training needs and shall establish priorities based on the needs of the Agency. Employees are encouraged to explore self-development training on their own initiative.

15.2 **TRAINING COMMITTEE:** The Union will have one representative on the Employer's Training and Development Committee to provide input for development of the state group-training plan.

## **ARTICLE 16 – PERFORMANCE MANAGEMENT**

16.1 **OVERVIEW:** USDA Rural Development and bargaining unit employees 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 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.

16.2 SYSTEM: The Employer agrees to administer the negotiated Washington State Performance Management Policy/Instruction. Performance Management - <http://rdstateo.waolympia.fsc.usda.gov/documents/CP&PperformMgmt.pdf>

## **ARTICLE 17 – EMPLOYEE RECOGNITION**

17.1 GENERAL: The Employer agrees to administer the negotiated Washington State Employee Recognition Policy/Instruction. Employee Recognition - <http://rdstateo.waolympia.fsc.usda.gov/documents/fy03EmpRecog.doc>

All employees are encouraged to submit recommendations for awards to individuals when they believe a contribution to be significant. An employee may nominate another employee for a cash award, time off, or non-monetary award. All nominations must be sent to the first line supervisor. Original nomination forms are to be sent to Human Resources upon approval, for processing and/or filing. Management approves all cash award nominations in accordance with agency policy.

Supervisors are responsible for ensuring that dual recognition for the same accomplishment does not occur; however, the combination of two awards (e.g., a plaque may be given in conjunction with a cash award) cannot exceed the total value of the approved award.

## **ARTICLE 18 – DISCIPLINARY AND ADVERSE ACTIONS**

18.1 CAUSE: Disciplinary and adverse actions against all employees must be based on cause as defined in the applicable laws and regulations. Disciplinary action for the purpose of this article is defined as a formal written reprimand, or a suspension from employment for 14 calendar days or less. An adverse action for the purpose of this article is defined as a reduction in grade, removal, or suspension for more than fourteen (14) calendar days or a furlough without pay for thirty (30) calendar days or less.

The parties agree the concept of progressive discipline envisions the use of discipline and adverse action as a method of correcting employee conduct rather than as punishment. The effective use of progressive discipline requires timely application of sanctions to deal with the problem; however, the parties also recognize circumstances may arise where the concept of progressive discipline may not be appropriate (i.e. immediate removal for proven cases of violence, major theft, etc.) or where the timely application of discipline or adverse action may not be possible (such as when an investigation or criminal proceeding must first be completed). In all cases, the employer will afford the employee all procedural and other rights to which the employee is entitled.

18.2 PROCEDURE: Disciplinary and adverse actions will be taken and processed in accordance with existing OPM, USDA, and Agency regulations.

18.3 PRELIMINARY INVESTIGATION: Whenever the Employer begins an investigation into an employee's conduct with the intent to prove or disprove actions by the employee which the

Employer reasonably believes might result in disciplinary or adverse action against the employee, the Employer will inform the employee that the inquiry is occurring and that he/she has a right to union representation in any discussion with the Employer's representatives concerning the inquiry.

18.4 REPRESENTATION: A bargaining unit employee receiving a notice of proposed disciplinary or adverse action is entitled to self-representation, to union representation, or to other appropriate representation. When the employee chooses to be represented by the union, the representative will be entitled to advance notice and to be present at any meeting between the employee and the employer to discuss the disciplinary or adverse action taken against the employee.

When the Employer proposes adverse action, the following procedures will apply: The Employer will provide the employee with at least 30-calendar day's advance written notice of an adverse action (10 calendar days notice of a suspension of 14 calendar days or less). The notice will state the reasons for the proposed adverse action, with sufficient detail to enable the employee to understand the reasons for the action. The employee will be granted a reasonable period of time, up to eight (8) hours of official time to prepare any reply with the understanding that an extension of time may be granted. The employee may respond orally and/or in writing within 10 calendar days from receipt of the notice, and may furnish affidavits and other documentary evidence in support of their response. The employee must request an extension in writing prior to the expiration of the 10-calendar day response time. The employee may be granted an extension of the reply period, at the discretion of the deciding official, provided that the employee provides valid reasons requiring such an extension. 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 appeal rights.

18.5 ADVICE OF RIGHT TO REPRESENTATION: The employee will be advised by Human Resources of his/her right of representation by the Union in a disciplinary or adverse action.

18.6 EVIDENCE DISCLOSURE: Only the evidence relied upon in proposing a disciplinary or adverse action will be provided to the employee or their representative upon request to Human Resources.

## **ARTICLE 19 – ALTERNATIVE DISPUTE RESOLUTION**

19.1 PURPOSE: Alternative Dispute Resolution (ADR) is to promote principles and practices that will contribute to an improved working relationship. This process will demonstrate a commitment to a positive approach and joint ownership of concerns and solutions. It is intended to resolve disputes quickly and informally.

19.2 ALTERNATIVE DISPUTE RESOLUTION (ADR) OVERVIEW: ADR consists of a variety of approaches to early intervention and dispute resolution often involving the use of a neutral, third party. ADR is voluntary.

Mediation involves the intervention into a dispute or negotiation by an impartial and neutral third party, who has no decision-making authority. Disputing parties must interact with each other in order for mediation to be successful. Mediation will be scheduled in a neutral location away from the employee's immediate work site.

ADR in Rural Development is open to all employees and will not impact on the existing formal means they already have to resolve issues, such as negotiated or administrative grievances, appeals or EEO complaints. The ADR program will provide employees with additional means to resolve workplace concerns or differences.

Since ADR participation is strictly voluntary, an employee may terminate the procedure at any time.

### 19.3 POLICY:

- A. Bargaining unit employees/Union may opt to use the ADR process for employee grievances at any stage of the grievance process prior to arbitration. The Union/Employer may opt to use the ADR process after the decision is issued for Union/Employer grievances or if no decision is issued. The ADR program may only be utilized once per bargaining unit employee grievance.
- B. This process does not take away statutory rights.
- C. ADR is voluntary and participation is open to all aggrieved parties (employees, Union, and Employer), who agree in writing to participate.
- D. ADR is confidential. The parties will be advised that the contents of the mediation discussion are confidential. All notes will be destroyed at the close of mediation. Each party will have a copy of the ADR Agreement. The original agreement will be maintained in the Human Resources Office.
- E. All agreements signed by parties are binding.
- F. Any issue may be considered for mediation.

19.4 PROCEDURES: Once the aggrieved employee determines he/she wants to use the ADR process he/she will contact the Administrative Programs Director/Human Resources Manager and/or the Union Official. Designated agency ADR program officials or Union official will inform the other party of an employees' desire to utilize the ADR process. Within a mutually agreed upon time frame, the same designated agency ADR program officials will set up the initial mediation session using available resources such as the Federal Mediation and Conciliation Service. If needed, a second mediation session will be scheduled. If the issue is resolved, a copy of the agreement will be forwarded to the Human Resources Manager and the process will stop. If the issue is not resolved, the grievance process may be utilized.

19.5 PAYMENT: If funding cannot be obtained by the National Office the cost of mediation will be split between the Union and Management, if funds are available.

## **ARTICLE 20 – GRIEVANCE PROCEDURES**

20.1 COMMON GOAL: The purpose of this article is to establish a procedure for the prompt and equitable settlement of grievances. The Employer and the Union recognize the importance of settling grievances promptly, fairly, and in an orderly manner that will maintain the self-respect of the Employee and be consistent with the principles of good management. The Employer and the Union agree that every effort will be made to settle grievances at the lowest possible level. It is the intent of the Employer and the Union to have open discussions surrounding issues that may have led to the grievance, to give such matters serious attention, and to cooperate in the resolution of the same in the spirit of mutual problem solving.

20.2 LIMITATIONS: A grievance means any complaint by (a) any employee concerning any matter relating to the employment of the employee; (b) the Union concerning any matter relating to the employment of any employee; or (c) any employee, the Union or the Employer concerning the effect or interpretation or a claim of breach of the collective bargaining agreement, or any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment. This procedure shall be the exclusive procedure for resolving complaints except for the following matters, which are specifically excluded from the procedure:

- (a) A violation relating to political activities;
- (b) Retirement, life insurance, or health insurance;
- (c) A suspension or removal for national security reasons;
- (d) Any examination, certification or appointment;
- (e) The classification of any position which does not result in the reduction-in-grade or pay of an employee;
- (f) Non-selection for promotion from a group of properly ranked and certified candidates, unless the complaint alleges pre-selection or that a pattern of discrimination exists;
- (g) An action terminating a temporary position;
- (h) The discharge of a probationary or temporary employee;
- (i) Reduction in force for competitive employees.

Nothing in this section shall prevent employees from exercising the option of appealing adverse actions to the Merit Systems Protection Board (MSPB) provided that the employee has not initiated a grievance in writing on the matter.

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

20.4 TIME LIMITS: If the employee(s), the Union or the Employer fails to elevate a grievance within the time limits prescribed within this procedure, the grievance will be considered terminated. Time limits may be extended by mutual agreement in writing, provided a request for extension is presented prior to the end of the prescribed time limit.

20.5 PROCESS: The following procedures are established for the resolution of grievances:

#### A - EMPLOYEE GRIEVANCES

If the employee requests representation from the Union, NFFE Form 201 (NFFE Local Complaint Form) will be completed and submitted to the Union Official.

##### STEP 1:

Employee(s) who believe they have a grievance or when they become aware of the grievance will present it in writing to his/her immediate supervisor within 10 workdays after receipt of the notice of action, occurrence of the incident or knowledge of the incident (whichever occurs first).

At a minimum, the grievance will contain:

- a. The grievant(s) name, duty station, and telephone number;
- b. The specific nature of the grievance, including the identification of any provisions of the Labor-Management Agreement alleged to have been violated, if known, the provisions of any law, rule, and/or regulation affecting conditions of employment alleged to be violated;
- c. The remedial action desired.

The supervisor may choose to meet with the employee, and the Union Official, if requested. Whether or not a meeting occurs, the supervisor will provide the employee with a written reply within 10 workdays of receipt of the grievance and requested relief. If the supervisor does not have the authority to provide the requested relief, the supervisor will so inform the grievant in the written reply.

## STEP 2:

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

## STEP 3:

When a grievance reaches Step 3, it will be considered formal. The State Director or his/her designee receives all formal grievances in writing. The grievance must be presented by the employee and/or designated representative to the State Director or his/her designee within 10 workdays after the decision rendered at the Step Two. Upon request of the Union, the State Director or his designee shall meet with the employee and/or the representative within 15 workdays of receipt of the grievance. If no meeting is held, a final decision will be issued in writing within 10 workdays of receipt of the grievance. If a meeting is held, final decision will be issued within 20 workdays of the meeting.

## STEP 4:

If the grievant is not satisfied with the decision or if the State Director or his/her designee issues no decision, the Union may proceed to mediation or invoke arbitration.

## B - EMPLOYER AND UNION GRIEVANCES

When the Employer or the Union decides to file a grievance, they will do so by filing the grievance in writing directly with the other party for resolution within thirty (30) calendar days after receipt of notice of the action, occurrence of the incident or knowledge of the incident (whichever occurs first). The submission of Union grievances will be through the Union President. At a minimum, the grievance will indicate the specific nature of the grievance and the remedy desired and, where appropriate, the article(s) and section(s) of the agreement involved and any law, rule, or regulation violated. The parties shall meet within fifteen (15) workdays of receipt of the grievance in an attempt to resolve the grievance. If the matter is not resolved at this meeting, a written decision will be issued within fifteen (15) workdays of the close of the meeting. If the aggrieved party is dissatisfied with the reply, the aggrieved party may submit the grievance to arbitration.

C - OBSERVANCE OF DEADLINES: Management, the Union, and the grievant will observe the time limits established in this article. Failure of Management to meet the appropriate deadline will enable the grievant, or Union, to automatically proceed to the next step. Failure by the grievant, or Union, to meet the appropriate deadline will terminate the grievance.

Time limits in this article may be extended by mutual agreement in writing of the parties.

**NFFE Local Complaint Form 201**

(For use by a bargaining unit member in asking Local NFFE 758 for representation concerning a complaint)

To NFFE Local 758

Date \_\_\_\_\_

Your full name (print) \_\_\_\_\_ Grade \_\_\_\_\_

Job Title \_\_\_\_\_

Work unit and organization \_\_\_\_\_ Duty Phone No. \_\_\_\_\_

Home address \_\_\_\_\_

Home phone number \_\_\_\_\_

A-Complaint. (State your complaint and list the section of contract, regulation, law, etc., violated. Also, further explain under Item 1)

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B-Remedy Sought. (State the action you propose management should take to resolve your complaint)

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C-Have you communicated with your supervisor about it? ( ) Yes. ( ) No.

Name of your supervisor \_\_\_\_\_ Phone No. \_\_\_\_\_

D-If you have, briefly state the response.

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E-Have you consulted any other management official(s) about it? ( ) Yes. ( ) No.

F-If you have, name the official(s) and briefly state the response.

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G-Have you submitted your complaint to management in writing? ( ) Yes. ( ) No.

H-If so, attach a copy of your submission and any reply received.

**NFFE Local Complaint Form 201 – Page 2**

I-State the facts and circumstances regarding your complaint. Your statement should include the following: (1) Name, job title, grade, work unit, organization and duty telephone number of each witness who knows the facts about the complaint; (2) a description of the act or incident; and (3) why it happened (personal bias, union activity, alleged poor performance or conduct, discrimination due to age, race, color, religion, sex, national origin, disability, or marital status). Be brief, but include all the facts and use additional sheets if necessary.

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J-I hereby designate NFFE Local 758 to represent me in the above-described complaint. I understand the Local is not obligated to take my complaint to arbitration.

\_\_\_\_\_  
Signature of Complainant

\_\_\_\_\_  
Date

K-I hereby withdraw the above-described complaint.

\_\_\_\_\_  
Signature of Complainant

\_\_\_\_\_  
Date

\*\*\*\*\*

(To be completed by Union Official)

1. Complaint received by \_\_\_\_\_
2. Complaint investigated by \_\_\_\_\_ Date \_\_\_\_\_
3. Complaint determined: ( ) valid ( ) not valid
4. If valid: Date action submitted to management \_\_\_\_\_  
Type of action \_\_\_\_\_ Official/Representative \_\_\_\_\_  
Date resolved \_\_\_\_\_ Resolution satisfactory ( ) Yes. ( ) No.
5. If not valid: Complaint satisfied with  
explanation \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_  
Referred to NFFE HQ (optional) – Date \_\_\_\_\_
6. Date case file closed \_\_\_\_\_

## **ARTICLE 21 – ARBITRATION**

21.1 **RIGHT TO ARBITRATION**: If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the Union, either as a grievant or as a representative of the employee grievant(s), or the Employer, may refer the issue to arbitration. The notice referring an issue to arbitration must be in writing, signed by the Union President, or the Employer, as appropriate, and submitted within twenty (20) workdays following receipt of the decision by the aggrieved party.

21.2 **SCOPE**: The parties agree that the issue(s) to be arbitrated shall be no broader in scope than the issue(s) presented during the grievance procedure.

21.3 **SELECTING AN ARBITRATOR**: Within five (5) workdays from the date of receipt of a valid arbitration notice, as in 21.1 above, the parties shall attempt to select an arbitrator. The parties involving arbitration shall immediately request the Federal Mediation and Conciliation Service, or American Arbitration Association, to submit a list of five (5) impartial persons qualified to act as arbitrators who live in the State of Washington. A brief statement of the nature of the issues in dispute will accompany the request to enable the Service to submit the names of arbitrators qualified for the issues involved. The request shall also include a copy of the collective bargaining agreement.

A representative of each party shall communicate within five (5) workdays after receipt of such list to select an arbitrator. If they cannot agree upon one (1) of the listed persons, the Employer and the Union will each strike one (1) arbitrator's name from the list of five (5) and shall repeat this procedure until only one name remains. The remaining name shall be the only and duly selected arbitrator. The Union and Employer shall draw lots to determine who shall strike the first name. The grievant may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

21.4 **FEES AND EXPENSES**: The fees and expenses of the arbitrator, the cost of the transcript of the arbitration hearing if required by the arbitrator, and other necessary expenses shall be borne by the losing party unless the arbitrator fails to provide a decision which clearly favors one party over the other. In this situation, the arbitrator will be asked to prorate the costs between the two parties. If either party desires its own copy of a transcript of an arbitration hearing, the party is solely responsible for paying for its own copy of the transcript.

21.5 **PROCEDURE**: Both parties must mutually agree to any procedure other than a full arbitration hearing.

The arbitration hearing shall be held at the facility normally during the regular day shift hours of the basic workweek. Management and the Union agree that only those parties necessary and relevant to the hearing will participate in the hearing, including witnesses. The arbitrator has the final authority to determine witnesses. Employees of the facility and otherwise in a duty status shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to annual leave.

The arbitrator will be requested to render his/her decision as quickly as possible, but in any event, not later than thirty (30) calendar days after the conclusion of the hearing unless the parties otherwise agree.

The arbitrator's award will be binding on both parties, except either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the Authority.

## **ARTICLE 22 – EMPLOYEE AND UNION OFFICIAL TRAVEL FOR GRIEVANCES AND ARBITRATION:**

22. 1 - Subject to USDA Rural Development budget restrictions, the Employer will pay the travel expenses and per diem of the grievant and employee Union official for the grievance and/or arbitration in accordance with applicable travel regulations. GSA vehicles should be used when available.

## **ARTICLE 23 – COMPETITIVE SOURCING**

23.1 - The Employer agrees to comply with all provisions of OMB Circular A-76, and other applicable government-wide laws, rules or regulations and FLRA decisions concerning competitive sourcing.

In accordance with applicable confidentiality and employee participation restrictions contained in OMB Circular A-76, the Union will be given the opportunity to appoint a representative on all committees and at all meetings involved in the conduct of any portion of the OMB Circular A-76 process.

Upon request, the local Union official will be provided with available information including but not limited to copies of:

- a) Bid solicitations;
- b) Contract specifications;
- c) List of bidders (name only, post award);
- d) The most highly qualified technically acceptable proposal and amount, post award.

## **ARTICLE 24 – REDUCTION-IN-FORCE**

Office of Personnel Management (OPM), Department and Agency regulations covering reduction-in-force (RIF) procedures for employees in the bargaining unit, will be utilized by Employer and the Union in carrying out their labor-management responsibilities throughout the RIF process.

Prior to the implementation of any decision concerning a RIF, the Employer will notify the Union of the impending RIF action, providing time for the Union to review the Employer's proposal, and time to make a written response.

24.1 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.

24.2 RIF PROCESS:

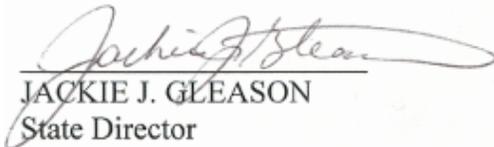
- a. During the RIF process, the Employer will review all of the following for the purpose of minimizing downgrades and loss of employment.
  - (1) Retirement of any employee.
  - (2) Resignation, transfers, or other loss of employees.
  - (3) Declination of job offers by employees.
  - (4) Any other event which creates a vacant position at or below the current grade of an adversely affected employee for which he/she may qualify.
- b. When a vacancy exists for which an employee, subject to displacement, could be assigned, but for which he/she does not meet specialized requirements, the Agency may waive all OPM requirements except positive education, (known as In-Service Placement), in accordance with applicable Agency instructions.
- c. Adversely-affected employees may be offered vacant positions outside their competitive area after placement consideration within their own competitive area has been completed.
- d. Career and career-conditional employees who are demoted because of RIF action, will be granted priority consideration for repromotion when vacancies occur in competitive service positions at their former grade-level and for which they are qualified. The right to priority consideration terminates after the employee has received one offer of a position in his/her competitive area.
- e. The Employer will exhaust all possibilities of filling vacant positions from within the State.
- f. 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 (CTAP) and Interagency Career Transition Assistance Program (ICTAP).

## SIGNATORIES

In witness thereof, the parties hereto have agreed to this basic Labor-Management Relations Agreement to be executed this 17th day of January 2003.

For USDA, Rural Development  
Washington State

For NFFE Local 758  
Washington State

 JACKIE J. GLEASON State Director	 SANDRA J. SMITH President, Local 758
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Management Negotiating Team Members: Union Negotiating Team Members:

Ardell Beier  
Sandra Boughton  
Gayle Hoskison

Joann Hampton  
Paul Johnson  
Sandra Smith

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF AGRICULTURE  
AND  
NATIONAL FEDERATION OF FEDERAL EMPLOYEES**

The parties to this memorandum, the National Federation of Federal Employees, hereinafter referred to as NFFE, and the U. S. Department of Agriculture, hereinafter referred to as USDA, enter into this agreement for the purpose of establishing a mutually beneficial dues withholding agreement.

1. This Memorandum of Understanding is subject to and governed by 5 USC 7115, by regulations issued by the Office of Personnel Management (5 CFR 550.301, 550.311, 550.312, 550.321 and 550.322), and will be modified as necessary by any future amendments to said rules, regulations and law. Reference is also made to DPM 550, Subchapter 3 for procedural guidance.

2. Any employee of the USDA who is included in a NFFE bargaining unit may make a voluntary allotment for the payment of dues to the NFFE. This memorandum of understanding shall be made a part of every current and future Local or National agreement and shall be the only authorized method for obtaining dues withholding.

3. The employee shall obtain SF-1187, "Request for Payroll Deductions for Labor Organization Dues", from NFFE and shall file the completed SF-1187 with the designated NFFE representative. The employee shall be instructed by NFFE to complete the top portion and Part B of the form. No number shall appear in block 2 of the form except the employee's Social Security number.

4. The President or other authorized official of the Local Union or the National Secretary-Treasurer will certify on each SF-1187 that the employee is a member in good standing of NFFE; insert the amount to be withheld, and the appropriate Local number; and submit the completed SF-1187 to the Servicing Personnel Office of the USDA Agency involved. The Servicing Personnel Office shall certify the employee's eligibility for dues withholding, insert the NFFE code (01) and, within five (5) work days after receipt, transmit the SF-1187 in duplicate to the National Finance Center (NFC).

5. The NFC will process the dues deduction effective as of the beginning of the first full pay period after NFC receives the SF-1187. The NFC will forward a copy of the SF-1187 to the NFFE National Treasurer at 1016 16th Street, NW, Washington, D.C. 20036.

6. Deductions will be made each pay period by the NFC and remittances will be made promptly each pay period to the National Office of the NFFE. The NFC shall also promptly forward to NFFE, a listing of dues withheld. The listing shall be segregated by Local and shall show the name of each member employee from whose pay dues was withheld, the employee's Social Security number, the amount withheld, the code of the employing agency, and the number of the Local to which each employee belongs. Each Local listing shall be summarized to show the number of members for whom dues were withheld; total amount withheld, and amount due the Local. Each list will also include the name of each employee member for that Local who

previously made an allotment for whom no deduction was made that pay period, whether due to leave without pay or other cause. Such employees shall be designated with an appropriate, explanatory term.

7. In lieu of the listings provided for in Section 6 of this Memorandum of Understanding, USDA agrees to provide the National Office of the NFFE a computer tape in a format to be agreed upon at such time as NFFE has the facilities to process tapes. USDA will be given two (2) months notice to implement this change.

8. The amount of dues certified on the SF-1187 by the authorized Union official (see Section 4) shall be the amount of regular dues, exclusive of initiation fees, assessment, back dues, fines, and similar charges and fees. One standard amount for all employees or different amounts of dues for different employees may be specified. If there should be a change in the dues structure or amount, the authorized Union official shall notify the appropriate Servicing Personnel Office. If the change is the same for all members of the Local, a blanket authorization may be used which includes only the Local number, and the new amount of dues to be withheld. If the change involves a varying dues structure, the notification must include the Local number, the name and Social Security number of each member, and the new amount of dues to be withheld for each member. The Servicing Personnel Office shall add the NFFE code (01) and promptly forward the certification to the NFC. The change shall be effected at the beginning of the first full pay period after the certification is received by the NFC. Only one such change may be made in any six-month period for a given Local.

9. An employee may voluntarily revoke an allotment for the payment of dues by completing SF-1188, "Cancellation of Payroll Deductions for Labor Organization Dues", or by memorandum in duplicate and submitting it to the appropriate Servicing Personnel Office. The Servicing Personnel Office shall forward both copies of the revocation (SF-1188 or memorandum) to the NFC. The revocation will become effective as of the first full pay period after September 1 of each year provided that the revocation was received by the Servicing Personnel Office on or before August 15 of each year, and provided the employee verifies that he/she has had NFFE dues withheld for more than one year. The NFC shall forward to the NFFE National Office a copy of each revocation received as appropriate notification of the revocation.

10. The USDA will terminate an allotment:

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

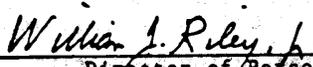
(b) at the end of the pay period during which an employee member is separated or assigned to a position not included in a NFFE bargaining unit;

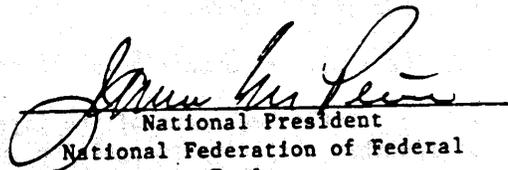
(c) at the end of the pay period during which the Servicing Personnel Office receives a notice from the NFFE or a local of NFFE that an employee member has ceased to be a member in good standing;

(d) annually during the first full pay period after September 1, after receipt of the employee member's written revocation of allotment (SF-1188 or memorandum in duplicate), provided that the *revocation* is received by the Servicing Personnel Office on or before August 15 of each year, and provided the employee verifies that he/she has had NFFE dues withheld for more than one year.

11. The Servicing Personnel Office and the employee members have a mutual responsibility to assure timely revocation of an employee's allotment for dues when the employee is promoted or assigned to a position not included in a bargaining unit represented by NFFE. If the dues allotments continue and the employee fails to notify his/her Servicing Personnel Office, the retroactive recovery of dues withheld from NFFE shall not be made, nor shall a refund be made to the employee.
12. The parties to this agreement recognize that problems may occur in the administration of this agreement and the dues withholding program. The parties agree to exchange names, addresses and telephone number of responsible officials and/or technicians of NFFE and USDA to facilitate resolution of problems. These individuals shall cooperate fully in an effort to resolve any issue relating to dues withholding under the terms of this Memorandum of Understanding.
13. This Memorandum of Understanding shall remain in effect for as long as NFFE holds exclusive recognition in USDA, except that either party lay propose amendments annually, before the anniversary date of the signing of this agreement.

Agreed to, signed at Washington, D.C. on October 20, 1983.

  
\_\_\_\_\_  
Director of Personnel  
Department of Agriculture

  
\_\_\_\_\_  
National President  
National Federation of Federal  
Employees

**THE FEDERAL SERVICE LABOR-MANAGEMENT RELATIONS STATUTE**

5 U.S.C., Chapter 71 - [http://uscode.house.gov/title\\_05.htm](http://uscode.house.gov/title_05.htm) - Click on Chapter 71.

**USDA RURAL DEVELOPMENT**

**WASHINGTON STATE**

**REVISED**

**LABOR-MANAGEMENT COUNCIL**

**AGREEMENT**

[http://rdstateo.waolympia.fsc.usda.gov/Labor\\_Management\\_Agreement.htm](http://rdstateo.waolympia.fsc.usda.gov/Labor_Management_Agreement.htm)

## Appendix D

### USDA Hispanic Employment Plan

#### USDA Hispanic Employment Plan -

<http://rdstateo.waolympia.fsc.usda.gov/documents/fy03USDA%20Hispanic%20Employment%20Plan.doc>

**EXTRACT FROM MINUTES OF LABOR-MANAGEMENT COUNCIL MEETING  
June 9, 2005**

June 10, 2005

\* \* \*

The National Office issued Rural Development Instruction 2051-H, Hours of Pay, Subpart H – Overtime Pay on April 20, 2005, PN 385. Rural Development Instruction 2051-J, Hours of Pay, Subpart J – Compensatory Time Off for Travel was issued on May 18, 2005, PN 386.

\* \* \*

On June 9, 2005, the union agreed to RD Instructions 2051-H and 2051-J as issued by the National Office with no changes. This will provide for nationwide consistency and enhanced customer service.

It was further agreed to continue to use Form 2051-6, “Request for Overtime” and Form 2051-5, “Record of FLSA Travel time” for the purpose of requesting and approving overtime. Rural Development will not require a specific form or format for requesting compensatory time off for travel. It was agreed to use Exhibit A of RD Instruction 2051-J as the format for Washington State. . . .

. . . Washington State Instruction 2051-F was negotiated for minor revisions. Revisions will be made to Page 5 (4) ( c ) to remove the reference to “full-time employees may carry over no more than 16 hours of compensatory time from pay period to pay period.” Also, Exhibit A, Page 17, Answer Number 11 will be modified to remove the reference to compensatory hours.

\* \* \*

The above items were successfully negotiated and agreed upon by management and labor. These regulations will be effective June 26, 2004, Pay Period 13 for all bargaining unit employees. These regulations are already in effect for non-bargaining unit employees.

/s/  
KAREN BAILOR  
Acting State Director

/s/  
PAUL JOHNSON  
President, NFFE Local 758

**MEMORANDUM OF AGREEMENT**

The Employer (USDA/Rural Development Washington) gave notice to the Union (National Federation of Federal Employees, Local 758) on Friday, July 22, 2005, of the pending implementation, effective October 1, 2005, of the new RD Instruction 2060-A embodying changes in the previous performance management program mandated by the Office of Personnel Management (“OPM”). The Employer also advised the Union that, in the Employer’s view, the following aspects of implementing the new performance management program are non-negotiable:

1. The number of performance levels;
2. The use and contents of generic performance elements and standards;
3. The contents of performance standards;
4. The number of performance elements;
5. The number of critical v. non-critical elements; and
6. The management official who specifically assigns ratings.

The Union wishes to cooperate with the Employer in meeting the task and time target set for it and all other components of the Department of Agriculture by OPM, i.e., the implementation of a multi-level performance appraisal system by October 1, 2005. Therefore, the parties hereby agree as follows:

1. Effective October 1, 2005, performance management in Rural Development Washington shall not be governed by any earlier Common Policy or RD Instruction but by the new RD Instruction 2060-A.

/s/ Sandra M. Boughton  
SANDRA M. BOUGHTON  
Acting State Director  
USDA/Rural Development Washington

/s/ Paul Johnson  
PAUL JOHNSON  
President,  
National Federation of Federal Employees,  
Local 758

/s/ September 23, 2005  
Date

/s/ September 23, 2005  
Date

**MEMORANDUM OF AGREEMENT**

The Employer (USDA/Rural Development Washington) and the Union (National Federation of Federal Employees, Local 758) hereby amend their Collective Bargaining Agreement by replacing Article 17, “Employee Recognition”, with the following:

**ARTICLE 17 – EMPLOYEE RECOGNITION**

17.1 **GENERAL:** The Employer agrees to administer the negotiated Washington State Rural Development Instruction 2063-B.

<http://www.rurdev.usda.gov/regs/regs/pdf/2063b.pdf>

All employees are encouraged to submit recommendations for awards to individuals when they believe a contribution to be significant. An employee may nominate another employee for a cash award, time off, or non-monetary award. All nominations must be sent to the first line supervisor. Original nomination forms are to be sent to Human Resources upon approval, for processing and/or filing. Management approves all cash award nominations in accordance with agency policy.

Supervisors are responsible for ensuring that dual recognition for the same accomplishment does not occur; however, the combination of two awards (e.g., a plaque may be given in conjunction with a cash award) cannot exceed the total value of the approved award.

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/s/ Jon DeVaney  
JON DeVANEY  
State Director  
USDA/Rural Development Washington

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/s/ Paul W. Johnson  
PAUL JOHNSON  
President,  
National Federation of Federal Employees, Local  
758

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October /s/25, 2006  
Date

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October /s/17, 2006  
Date

**MEMORANDUM OF AGREEMENT**

The Employer (USDA/Rural Development Washington) and the Union (National Federation of Federal Employees, Local 758) have learned that long-standing government-wide regulations governing the use of sick leave, 5CFR Part 630.408, have been revised as follows: (1) the requirement to maintain a minimum sick leave balance of 80 hours in order to use sick leave for family care and bereavement is eliminated; (2) agencies are no longer limited to granting employees only 40 hours of sick leave for care of a family member, but may advance up to 30 days of sick leave for a serious disability or ailment of the employee or a family member, or for the adoption of a child; and (3) an employee seeking to provide acceptable evidence of their reason for using sick leave (a) has fifteen (15) calendar days in which to do so, and (b) if, despite good faith efforts obtaining the requested certification is not possible, may have up to 30 calendar days. The new revised final government-wide regulation was effective September 18, 2006. It has been the practice in USDA/Rural Development Washington to abide by the requirements of 5 CFR Part 630.408, and the parties embodied that practice in the terms of their Collective Bargaining Agreement (“CBA”). However, the Employer and Union hereby agree that the Employer shall immediately revise its administration of sick leave to conform to 5 CFR Part 630.408 as revised:

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*/s/ Jon DeVaney*

JON DeVANEY  
State Director  
USDA/Rural Development Washington

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PAUL JOHNSON  
President,  
National Federation of Federal Employees,  
Local 758

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*/s/ 12/19/2006*

Date

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*/s/ Paul Johnson 12/14/06*

Date

**MEMORANDUM OF AGREEMENT**

The parties, USDA/Rural Development Washington State (“Employer”) and Local 758, National Federation of Federal Employees, have learned the Office of Personnel Management has issued changes to government-wide regulations, 5 CFR Parts 550 and 551, that govern compensatory time off for bargaining unit employees. These changed CFRs are to be effective May 14 and 17, 2007.

The parties agree that, notwithstanding any provisions of their Collective Bargaining Agreement (“CBA”) which might be inconsistent with these changes, the Employer shall, on the appropriate effective dates, change its administration of compensatory time off to conform to 5 CFR Parts 550 and 551 as revised.

<i>/s/ Jon DeVaney</i>	<i>/s/ Paul Johnson</i>
_____ JON DeVANEY State Director USDA/Rural Development Washington State	_____ PAUL JOHNSON President Local 758, NFFE
<i>/s/ 5/14/07</i>	<i>/s/ 5/14/07</i>
_____ Date	_____ Date

**MEMORANDUM OF AGREEMENT**

SUBJECT: Individual Development Plans

Individual Development Plans (“IDPs”) are “living documents” which an employee may revise and the employee’s supervisor may approve/disapprove at any time during the fiscal/calendar year because the Employer may deny training-related requests that are not mentioned in the employee’s IDP. For example, if (i) an employee asks the Employer to approve a period of excused absence (a/k/a “administrative leave”) in order to attend a conference for the purpose of training but (ii) that employee’s IDP contains no mention of the conference, the request will ordinarily be denied. Thus, bargaining unit employees should be “pro-active” in formulating, maintaining and updating their own IDPs year-round and not only at the time of their annual evaluations.

*/s/ Jon DeVaney*  
\_\_\_\_\_  
Jon DeVaney  
State Director  
USDA Rural Development/Washington

*/s/ Paul W. Johnson*  
\_\_\_\_\_  
Paul Johnson,  
President  
Local 758, National Federation of Federal  
Employees

[MOA is undated, but was executed 18 July 2007]

**MEMORANDUM OF AGREEMENT**

Effective immediately, bargaining unit employees of USDA Rural Development Washington will be covered by the provisions of RD Instruction 2060-A, "Rural Development Performance Appraisal", dated October 1, 2008. This MOA replaces an earlier MOA dated September 23, 2005 that implemented an earlier version of the same RD Instruction.

*/s/ Jon DeVaney*

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JON DeVANEY  
State Director  
USDA/Rural Development Washington

*/s/ Paul W. Johnson*

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PAUL JOHNSON  
President,  
Local 758, National Federation of  
Federal Employees

*/s/ 11/19/08*

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Date

*/s/ 11/18/08*

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Date

**MEMORANDUM OF AGREEMENT**

Article 11, “Teleworking”, of the Collective Bargaining Agreement (“CBA”) between the Employer (USDA/Rural Development Washington) and Union (National Federation of Federal Employees, Local 758) says the Employer will administer “the negotiated Washington State Teleworking Policy/Instruction”. Article 11 also contains links to the Teleworking Policy—and to the Teleworking Handbook—on the Washington Intranet website. That Teleworking Policy/Instruction on the Intranet website contained the text of the relevant Common Policy (“CP”) to which the Teleworking Handbook was a companion.

However, the CPs have been eliminated, and RD no longer follows a telework CP but Rural Development Instruction 2045-A, “Telecommuting (Flexiplace/Telework)” dated August 18, 2004 (for three links to this Instruction, go to [http://www.rurdev.usda.gov/regs/regs\\_toc.html](http://www.rurdev.usda.gov/regs/regs_toc.html)). Rural Development intends to apply RD Instruction 2045-A to all its employees, both bargaining unit and non-bargaining unit.

In order to bring USDA RD/Washington State back into line with USDA Rural Development nationwide, the parties hereby amend their CBA so that, effective immediately, the Agency agrees to follow the new RD Instruction 2045-A rather than the CP.

/s/ Gayle Hoskison

Gayle Hoskison  
Acting State Director  
USDA/Rural Development Washington

/s/ Paul W. Johnson

PAUL JOHNSON  
President,  
National Federation of Federal Employees,  
Local 758

/s/ 7/17/2009

Date

/s/ 7/17/2009

Date

**MEMORANDUM OF AGREEMENT**

Effective immediately, bargaining unit employees of USDA Rural Development Washington will be covered by the provisions of Rural Development Instruction 2060-A, "Rural Development Performance Appraisal", dated December 17, 2009.

This Memorandum of Agreement ("MOA") replaces an earlier MOA executed by the Agency (USDA Rural Development Washington) and the Union (National Federation of Federal Employees Local 758) on November 18/19, 2008, by which the Agency and Union adopted a proposed newly revised version of Rural Development Instruction 2060-A, "Rural Development Performance Appraisal", that was to be effective October 1, 2008, and of which the Agency gave the Union notice on September 17.

*/s/ Mario Villanueva*

*/s/ Paul W. Johnson*

\_\_\_\_\_  
MARIO VILLANUEVA  
State Director  
USDA/Rural Development Washington

\_\_\_\_\_  
PAUL JOHNSON  
President,  
Local 758, National Federation of  
Federal Employees

*/s/ 2/23/10*

*/s/ 2-17-10*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date