

United States
Department of
Agriculture

Farmers Home
Administration

Mt. Holly,
New Jersey

Effective Date:
July 9, 1987

Labor-Management Agreement

American Federation of
Government Employees
Local 2831

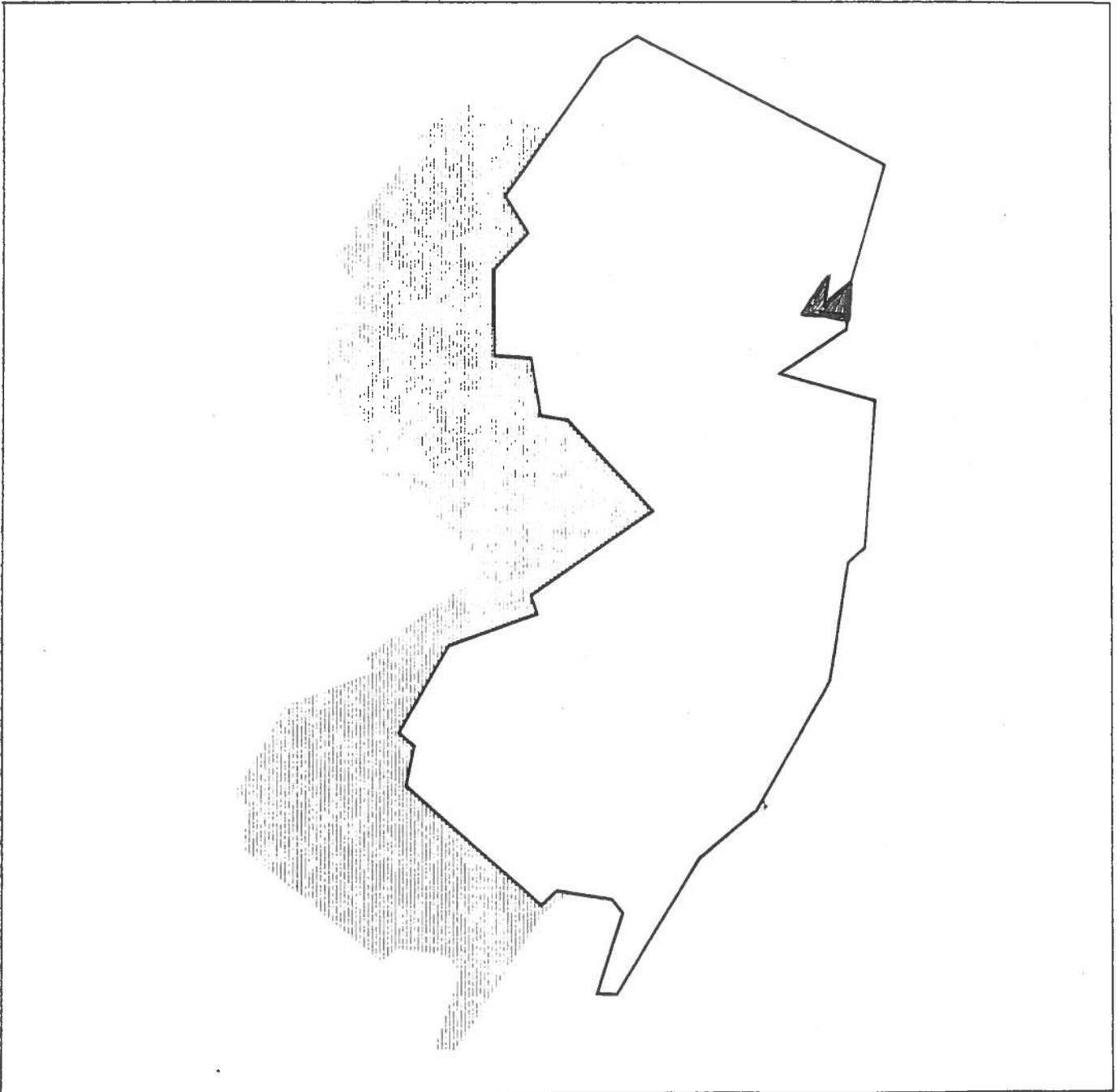


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PREAMBLE

This Agreement is made in compliance with the Civil Service Reform Act of 1978 (Title VII Public Law 95-454) by and between Farmers Home Administration, United States Department of Agriculture, State of New Jersey, hereinafter referred to as the "EMPLOYER", and the American Federation of Government Employees, Local 2831 (AFL-CIO), hereinafter referred to as the "UNION", for employees of the described Unit hereinafter referred to as "EMPLOYEES."

WITNESSETH

In consideration of the mutual covenants herein set forth, the parties bound hereby agree as follows:

Whereas, it is the intent and purpose of the parties hereto to promote and improve the effectiveness and efficiency of the Farmers Home Administration,

Whereas, the parties hereto desire to facilitate and encourage the amicable settlement of disputes between the Employer and Employees involving conditions of employment,

Whereas, the public interest demands the highest standards of employee performance, and in consonance with Public Law 95-454 which states in effect that Unions are in the Public Interest,

Whereas, the Union is the exclusive representative of all employees in the Unit,

Whereas, Employees form into Unions so that they can participate in making decisions that affect them and their working conditions. This participation marks beginning of the collective relationship between the parties.

NOW, THEREFORE, the parties hereto agree as follows:

MEMORANDUM OF UNDERSTANDING
BETWEEN
AFGE 2831 AND USDA/FSA/NEW JERSEY STATE OFFICE
REGARDING
OFFICIAL FACILITIES AND SERVICES
ARTICLE 2

Management and the Union agree to the following:

For all representational purposes, the Union will have reasonable access to facilities and services as are demonstrated to be necessary for the accomplishment of any specified task. Subject to worked, considerations and availability, this would include access to meeting rooms, duplicating equipment, telephones, FAX machines, computers, internal mail distribution, E-mail capabilities for Union officers and stewards, normal office supplies, travel and per diem except in the case of Union-sponsored training sessions for all members of the NJSTO Bargaining Unit.

In order to arrange for appropriate use as noted above, the Union will notify Management in writing of the time, travel and per diem, facilities, and staff estimated as needed to accomplish each individual representational task before undertaking that task. If the Union requires additional representatives for committees they will notify Management (AO, SED, or Acting SED) of the new representative(s); and Management will promptly respond in writing at the earliest opportunity possible, but not later than 24 hours, to the Union authorizing, denying or making alternate arrangements for facilities, services and equipment. Management will then advise the immediate supervisor, who will thereafter be responsible for implementing specific use as provided in Article 2. The Union may similarly request additional time and resources if the necessary task was not completed.

Joe Polka *De Yoc*
For Management Date

Mary Sue Tilton *2/15/01*
For the Union Date

SUPERSEDES EXISTING ARTICLE 2
S.G.
2/20/01

ARTICLE 1 - RECOGNITION OF UNION AND BARGAINING UNIT DESIGNATION

1.1 EXCLUSIVE RECOGNITION: The Employer recognizes that the Union is the Exclusive representative of all employees in the unit described in Section 1.2 below. The Union recognizes its responsibility to represent the interests of all unit employees with respect to grievances, personnel policies, practices, and procedures, and other matters affecting their general working conditions, subject to the expressed limitations set forth herein.

1.2 BARGAINING UNIT DESIGNATION: The Bargaining Unit consists of all employees of the State of New Jersey, Farmers Home Administration, U.S. Department of Agriculture, including temporary employees whose employment is one year or more, excluding the State Director, District Directors, County Supervisors, management officials, confidential employees and supervisors as defined by the Statute, employees engaged in federal personnel work in other than a purely clerical capacity, and county committeemen.

1.3 CHANGES IN BARGAINING UNIT: This does not preclude the parties to this Agreement from utilizing the procedures available to them for filing a Clarification of Unit petition.

ARTICLE 2 - OFFICIAL FACILITIES AND SERVICE

*SUPERSEDED BY MOU
DATED 2/15/01*

2.1 ORGANIZATIONAL LISTING: Semiannually, the employer will furnish to the Union a list of names, grades and organizational locations of all personnel in the Unit. This list will be furnished without charge to the Union.

2.2 HEALTH BENEFITS: The Employer agrees to inform each eligible new employee of the health benefit plans available to him/her, and make available to employees material issued for that purpose during open season. Every attempt will be made to provide this material to employees within a reasonable period of time following the beginning of open season or receipt of this information.

2.3 SPACE: Upon request of the Union, the Employer will provide use of available conference rooms in Farmers Home Administration offices, during non-duty hours, for the purpose of conducting internal business meetings of its officers, stewards and members. Advance reservations are subject to cancellation in the event of unforeseen official needs. In making conference rooms available, the union agrees to assume responsibility for assuring, that said facilities are secured and maintained after use.

2.4 TELEPHONES: Upon request, authorized Union representatives may be permitted reasonable use of the Agency telephone system during scheduled work hours for the purpose of representing employees. Use of the telephones for internal Union business is prohibited.

2.5 PROCEDURES: When the Employer is asked to comment on draft regulations and instructions concerning personnel policies, when possible, a copy will be provided to the Union at least ten (10) working days prior to the submission of State Office comments. In emergency situations the Employer will advise the Union that it was unable to comply with this section.

2.6 AGENCY REGULATIONS: The Employer agrees to furnish the Union with one (1) copy of FmHA and DPM regulations concerning personnel policies, practices and procedures, and working conditions currently in effect, if not readily accessible.

2.7 BULLETIN BOARDS: ~~Twenty percent of each bulletin board space will be available for Union's use.~~

ARTICLE 3 - EMPLOYER-UNION COOPERATION

3.1 EMPLOYER-UNION COMMITTEE: A joint Employer-Union Committee, consisting of two (2) Union and two (2) Employer representatives, will be established to exchange recommendations and information of mutual interest. The committee will meet at least quarterly when requested by either party, or more frequently, if mutually agreed to. Normally, meetings will be held at the State Office or will be held at a mutually agreed upon location. Meetings will be held during duty hours. Minutes of each meeting will be recorded individually. Each side shall present an agenda at least five (5) working days prior to the scheduled date of the meeting. If no agenda is submitted, the other Party may waive the meeting. The meetings normally shall not exceed a two (2) hour duration unless extended by mutual consent. The cost of travel for the most economical means of transportation will be borne by the Employer. Per diem will not be paid unless agreed to in advance by the Employer.

ARTICLE 4 - UNION REPRESENTATIVES

4.1 RECOGNITION OF OFFICERS AND STEWARDS: The Employer will recognize the duly elected officers and stewards. The Union will supply the Employer, in writing, and will maintain on a current basis, a list of the Union officers and stewards, including the stewards' area of representation.

4.2 GENERAL: Union Officers, stewards, or other representatives are expected to discharge their duties and responsibilities in accordance with the terms of this Agreement. The Employer agrees that there shall be no restraint, interference, coercion, or discrimination against any officers, stewards, or other representatives because of their performance of such duties.

ARTICLE 5 - MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION

5.1 CONSULTATION AND NEGOTIATION: Matters appropriate for consultation and negotiation between the parties are personnel policies and practices and other matters relating to or affecting working conditions of employees in the unit, which are within the discretion of the Employer.

5.2 NOTIFICATION OF CHANGES: The Employer agrees to give adequate notice to the Union and an opportunity to consult or negotiate on any new personnel policy, practices, or working conditions, prior to implementation if the matter is within the Employer's control. The Employer's obligation to consult and/or negotiate will be met by informing the President of the local or a designated Union official. Generally the Union will be provided ten (10) days to respond.

5.3 EMPLOYER'S RIGHTS AND RESPONSIBILITIES: Nothing in this Agreement shall affect the authority of the Employer:

- A. to determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and
- B. in accordance with applicable laws:
 1. to hire, assign, direct, lay off, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 2. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;
 3. With respect to filling positions, to make selections for appointments from:
 - (a) among properly ranked and certified candidates for promotion; or
 - (b) any other appropriate source; and
 4. to take whatever actions may be necessary to carry out the Agency mission during emergencies.

5.4 PAST PRACTICES: Those privileges of and restrictions on employees which by custom, tradition, and known past practices have become an integral part of their working conditions shall not be abridged as a result of not being enumerated in this Agreement.

ARTICLE 6 - OFFICIAL TIME

6.1 GRANTING OF OFFICIAL TIME: The Parties agree that Union officials and representatives are expected to accomplish the duties of their official positions to which they have been assigned, and to carry out terms of this Agreement, a reasonable amount of official time will be granted by the Employer to Union representatives, upon request, for the following reasons:

- (a) meetings agreed to by both parties;
- (b) attendance at committee meetings authorized under the terms of this Agreement;
- (c) preparation and presentation of complaints, grievances or appeals where the Union is an official participant in the proceedings.

6.2 UNION SPONSORED TRAINING: The Employer agrees to grant administrative leave to employees who are Union officials for the purpose of attending Union-sponsored and other training sessions, provided the training is mutually beneficial and is of concern to the employees in their capacities as Union representatives. Administrative leave for this purpose will not exceed sixty (60) hours within the first year. Each succeeding year will be opened for renegotiations. A written request for administrative leave will be submitted at least 30 workdays in advance, when possible, by the Union President to the Personnel Officer. The request will contain information about the duration purpose, and nature of the training. Approval may be given provided it does not interfere with work deadlines or other extending circumstances. The Union is free to distribute the hours available to it during a year in any way it sees fit, as long as the training involves labor-management relations, and is mutually beneficial. The Union may request and the State Director may approve additional training. No claim for travel or per diem will be paid for Union training.

6.3 LIMITATION: Official time, travel expenses, and per diem granted by the Employer in this Agreement will be given only to Union officials.

6.4 STEWARDS: Each steward is required to obtain permission from his supervisor prior to leaving his work assignment to receive complaints or grievances, and he must advise the supervisor upon return to his assignment. When the purpose of such business is to contact another employee, the supervisor will arrange for the meeting as soon as practical. Permission and approval must be obtained from the supervisor of the employee being contacted. At all times, the conduct of Union business, as described above, shall not interfere with the orderly and efficient conduct of the Agency's operations.

The supervisor will release the steward or schedule his release as soon as the work situation permits. In any grievance matter, a reasonable amount of official time will be authorized for receiving and presenting an employee's grievance.

6.5 EMPLOYEES: Employees who wish to leave their work area or assignment to contact a steward or other Union representative concerning the employee's complaint or grievance will first obtain the permission and approval of their immediate supervisor. The employee will advise his supervisor upon return to duty. The employee will be granted reasonable time when workload permits for this purpose. The supervisor will release the employee or schedule his release as soon as the work situation permits.

ARTICLE 7 - ANNUAL LEAVE

7.1 GENERAL: Usage of accrued annual leave is an employee right provided by law. All requests for annual leave will be made in compliance with applicable regulations. The employee shall insure that requests for annual leave normally are submitted in advance in a timely and proper manner. Supervisors will give full consideration to employees' wishes, but Agency needs may occasionally require the postponement of requested leave. The Employer shall attempt to schedule work and to approve leave requests so that loss of leave shall not occur. Employees will attempt to use leave throughout the year to prevent excessive use of leave at the year's end.

7.2 ANNUAL LEAVE AND VACATION: Annual leave should be granted to allow every employee an annual vacation period of extended leave for rest and recreation, and to provide time off for personal and emergency purposes. A request for annual leave not in excess of two weeks is reasonable for employees, and generally will be approved unless needs of the Agency otherwise prevent the granting of accrued leave. Requests for leave for periods of time longer than one week will be given full and fair consideration in the light of all circumstances attendant to the individual situation. However, these requests normally must be submitted and approved at least 90 days in advance of the effective date.

7.3 GRANTING OF ANNUAL LEAVE: Annual leave will be granted on an equitable basis and the Employer will make a reasonable attempt to satisfy the leave requests of employees. When a conflict occurs in scheduling extended leave, an attempt will be made to resolve the conflict, the earliest date of leave request shall prevail. If both leave requests have the same date, the employee with the earlier Service Computation Date shall be granted the leave.

7.4 MINIMUM CHARGE: The minimum charge to annual leave is one hour. An employee will not be required to perform any duties during any part of a leave period charged against his/her account.

7.5 SCHEDULING ANNUAL LEAVE: Employees should request their annual leave as far in advance as possible so that the Employer can plan staffing needs for efficient operation. When leave has been requested and approved, the Employer will not cancel this approval unless an emergency workload demand requires it. An emergency situation is defined as a situation which poses sudden, immediate, and unforeseen work requirements for the Employer as a result of "Acts of God" (i.e., natural phenomena) or other unexpected circumstances beyond the Employer's reasonable control or ability to anticipate.

7.6 APPROVAL REQUIREMENTS: All requests for annual leave must be made on SF-71, "Application for Leave", prior to commencement of the annual leave. All requests for annual leave shall be made solely to the employee's supervisor or other designated approving official. Notification of absence or intended absence does not constitute approval. A supervisor who denies a request for annual leave shall indicate the reasons on the SF-71 submitted by the employee.

7.7 EMERGENCY LEAVE: Requests for approval of annual leave in an emergency shall be called in to the supervisor as soon as possible, but normally not later than two hours after the start of the employee's scheduled work shift. Only if the supervisor or a designee is unavailable will the employee discuss it with a non-supervisory employee. Normally the employee will personally contact the supervisor unless unable to do so. A supervisor who denies a request for annual leave shall indicate the reasons on the SF-71 submitted by the employee. In order to permit the efficient scheduling of work, emergency requests for annual leave will be held to a minimum.

7.8 ADVANCE ANNUAL LEAVE: The maximum amount of allowable advance annual leave is the number of hours which will be accrued by the employee as of the end of the leave year. The Employer shall take the past leave record of the employee under serious consideration in approving or disapproving advance annual leave, as well as other circumstances attendant to the individual situation. Advance annual leave is a privilege afforded by the employer. The employee has no right or entitlement to this leave.

ARTICLE 8 - SICK LEAVE

8.1 GENERAL: Employees shall earn and be granted sick leave in accordance with applicable regulations.

8.2 USE OF SICK LEAVE: Approval of sick leave will be granted to employees for the following reasons only:

- (a) when incapacitated for performance of their duties by illness, injury, or pregnancy and confinement;
- (b) when undergoing necessary medical, dental, or optical treatment or examination;

- (c) upon exposure to a contagious disease that would endanger the health of co-workers; or
- (d) when in the presence of a contagious disease in an employee's immediate family, as certified by a public health official, and which requires his/her personal care. Immediate family is defined as those members living in the employee's household.

To the extent possible, employees will obtain advance approval for leave needed for medical, dental, or optical examinations or treatment.

8.3 MINIMUM CHARGE: The minimum charge to sick leave is one hour. Additional charges to sick leave will be in one hour increments.

8.4 NOTIFICATION: An employee will notify the immediate supervisor or a designated representative of an absence due to illness as soon as possible but normally not later than two (2) hours after the start of the employee's scheduled workshift. Only if the supervisor or the designee is unavailable will the employee discuss it with a non-supervisory employee. Unless unable to do so, the employee will personally contact the supervisor. Employees may exercise personal preference in divulging the nature of illness. The supervisor will be advised of requests to use sick leave for the purpose of scheduled medical, dental, or optical appointments as far in advance as possible, (and will be submitted to the immediate supervisor on an SF-71). The SF-71 will be returned to the employee approved or disapproved.

8.5 MEDICAL CERTIFICATION: An employee ordinarily will not be required to furnish a doctor's certificate, including the employee's own statement or other satisfactory evidence of incapacity for duty, to substantiate a request for three (3) days or less of sick leave, unless there is reason to believe that an employee is abusing sick leave and the supervisor has counseled the employee with respect to the use of his sick time. When this certificate is required, the employee will be given official written notice that he will be required to furnish a medical certificate covering each absence. Supervisors will review the sick leave record of those employees required to present doctor's certificates at least each six (6) months to determine if the requirement should continue.

8.6 ADVANCE SICK LEAVE: A request for advance sick leave, shall be made by the employee in writing. It must be approved prior to the effective date except in an extreme emergency as determined by the Employer. Approval will be limited to cases of serious disability or serious illness, and will not exceed 240 hours in the aggregate. Advance sick leave shall be requested by the employee only under the following circumstances:

- (a) the request is supported by a medical certificate including the estimated date of return to duty:

- (b) the total amount of advance sick leave does not exceed 240 hours at any time; and
- (c) there is a reasonable assurance the employee will return to duty.

Advance sick leave is a privilege afforded by the Employer; the Employee has no right or entitlement to this leave.

ARTICLE 9 - LEAVE WITHOUT PAY

9.1 DEFINITION: Leave Without Pay (LWOP) is a temporary non-pay leave status which may be requested by employees in lieu of usage of annual or sick leave. The Employer retains the right to approve or disapprove all requests for Leave Without Pay. It is not a right by employees, except for disabled veterans needing medical treatment, and reservists and national guardsmen wishing leave for military training.

9.2 REQUESTS: All requests for Leave Without Pay, where possible, must be made 45 days in advance in writing, and include a brief explanation of the reasons for which it is to be used. The request must be submitted through intervening supervisors for their recommendations to the approving official (State Director). The request must be approved or denied in writing prior to the effective date. The approving official shall base the decision on the following:

- (a) the employee must be committed to return to duty after a period of LWOP (except certain disability situations); and
- (b) LWOP must be for the benefit of the Agency and welfare of the employee; and
- (c) the reasons for the requested LWOP are valid. In the case of a request for LWOP for medical reasons, the sick leave provisions of the Agency will apply.

ARTICLE 10 - ADMINISTRATIVE LEAVE

10.1 GENERAL: The primary reason for the granting of administrative leave in inclement weather, or in the case of a hazardous or emergency condition which disrupts travel, is the Employer's concern for the health and safety of its employees. Supervisors will notify affected employees using telephone, mass media or other appropriate means when the Employer takes action to curtail activities. The Employer's decision to close, dismiss the employees early, or excuse employees for part or all of a day, will be made as a result of emergency, hazardous conditions that exist in reporting to the work place or leaving the work place.

10.2 EARLY DISMISSAL: When a decision is made to dismiss employees early, the following will apply:

- (a) if the employee is on active duty, no charge will made to leave;
- (b) if the employee is on active duty but left work early after an early dismissal was announced, the time from the dismissal is excused;
- (c) if the employee is on active duty but left work early before an early dismissal was announced, the time from the dismissal is excused;
- (d) if the 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; or
- (e) if the employee is absent for the whole day on previously scheduled leave, the employee is charged leave for the whole day.

10.3 OFFICE CLOSING FULL DAY: When a decision is made to close the work place for a full day, leave will not be charged. This does not include employees on previously scheduled leave.

10.4 TARDINESS: On occasion, conditions may develop during non-working hours which would make it difficult and/or hazardous for an employee to arrive at work on time but would not cause the office to close. In those cases, based on supervisory judgment, employees may be excused for tardiness for up to two (2) hours. However, employees are expected to make every reasonable effort to arrive at work on time.

10.5 INDIVIDUAL EXCUSAL: On an individual case basis, the State Director or a designee will consider granting administrative leave to an employee when dangerous and/or hazardous conditions exist and the employee has made every reasonable effort to get to work. Such factors as the distance between the employee's home and the worksite, availability of public transportation, efforts made by the employee and the success of other similarly situated employees to get to the worksite will weigh heavily on the Employer's decision. Employees requesting this administrative leave should address a memorandum with all related information to the State Director. If the request is denied or no request is made, the employee will be charged leave for the whole day.

10.6 UNCOMFORTABLE WORKING CONDITIONS: The supervisor in charge at each worksite will be aware of local Weather Bureau reports and uncomfortable temperature and humidity conditions which may adversely affect working conditions. When the temperature in an office drops

below 60 degrees or rises above 90 degrees with 55% humidity and this 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) or at offices within reasonable commuting distance. Employees will be expected to report for duty on the following scheduled work day.

ARTICLE 11 - MISCELLANEOUS LEAVE

11.1 LEAVE FOR UNION BUSINESS: Subject to the workload needs, the Employer will grant requests for annual leave or LWOP for internal Union business or other Union activities not covered elsewhere in this contract.

11.2 OTHER LEAVE REQUESTS: Requests for leave for other purposes will be considered by the Employer in accordance with applicable leave regulations.

ARTICLE 12 - POSITION DESCRIPTIONS

12.1 INTENT: Each employee is entitled to a complete and accurate position description.

12.2 OTHER DUTIES AS ASSIGNED: The phrase "performs other duties as assigned", as used in position descriptions, refers to duties reasonably related to the functions in an employee's regular field of work. All duties being performed on the job by employees and known by the supervisor will be considered "official" duty.

12.3 REVIEWS AND APPEALS: Any employee in the Unit who feels that he/she is performing duties outside the scope of the position description, or that the position description is inaccurate, may request, through the immediate supervisor, that the position description be reviewed.

ARTICLE 13 - PERFORMANCE APPRAISAL

13.1 PERFORMANCE APPRAISAL SYSTEM: The performance appraisal system shall provide a fair, accurate and objective evaluation of job performance. Employees shall receive written performance ratings, at least annually, based on performance standards and elements which are related to assigned duties.

13.2 PERFORMANCE ELEMENTS AND STANDARDS: Performance elements and standards shall be related to the job in question and shall be communicated in writing and discussed with each employee at the beginning of the rating period and when the elements and standards change. Application of standards of performance shall take into



AFGE LOCAL 2831

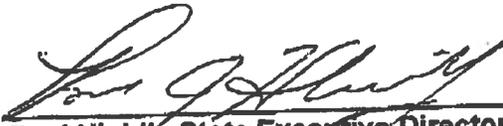
September 16, 2005

Reference to PM Notice 2482 dated 9/2/05, as steward for Local 2831, I agree to adoption of implementation of Notice by USDA-Farm Service Agency in NJ.

As discussed by teleconference on 9/15/05, in addition, training on the new FSA Performance Management System will take place for all bargaining unit employees, and other staff, after Supervisory personnel receive training on the new management system.



 Julia A. Coriaty, Steward/AFGE Local 2831



 Paul Hlubik, State Executive Director, FSA

Farm Service Agency

USDA

New Jersey State FSA Office
163 Route 130, Bldg 2, Suite E
Bordentown, New Jersey 08505-2249

Telephone: 609-298-3446

Admin - Extension 1

Program - Extension 3

Fax 609-298-8761 (Administration)
609-298-8780 (Program)

Fax

To: KCMO	From: Henri Ann Olson
Attn: Clifton Calne	Pages: 2 (including cover page)
Fax: 8169266156	Date: 9/19/2005
Re: AFGE Local 2831 Agreement	CC:
<input type="checkbox"/> Urgent	<input type="checkbox"/> For Review
<input type="checkbox"/> Please Comment	<input type="checkbox"/> Please Reply
<input type="checkbox"/> Original will be sent by Mail	<input type="checkbox"/> Please Recycle

Comments:

Clifton,

Here is a copy of our signed agreement with Local 2831 regarding PM 2482.



Cain, Clifton - Kansas City, MO

From: Hippe, John - Kansas City, MO
Sent: Monday, September 19, 2005 6:50 AM
To: Cain, Clifton - Kansas City, MO
Subject: FW: NJ RE: Union Notification

FYI

-----Original Message-----

From: Olsen, Henri - Bordentown, NJ
Sent: Friday, September 16, 2005 3:03 PM
To: Hippe, John - Kansas City, MO
Cc: Hlubik, Paul - Bordentown, NJ
Subject: NJ RE: Union Notification

New Jersey AFGE Local 2831 has been notified regarding Management's request to implement the new 5-Tier Performance Management System as per PM-2482. The union has agreed to adopt after training for BU employees is completed.

Thank You,
Henri Ann Olsen
NJ FSA

From: Hippe, John - Kansas City, MO
Sent: Tuesday, September 06, 2005 4:09 PM
To: Salava, Jack - Manhattan, KS; Alberts, Marty - Stillwater, OK; Black, Mickey - Jackson, MS; Bubach, Russell - Fargo, ND; Collins, Dotson - Little Rock, AR; Davis, Pam - Manhattan, KS; Dennis, Mark - Syracuse, NY; Deschamps, Richard - Bozeman, MT; Douglass, James - College Station, TX; Frank, Lewis - Lakewood, CO; Fuller, Bill - Manhattan, KS; Fuston, John - College Station, TX; Hlubik, Paul - Bordentown, NJ; Humphreys, Brymer - Syracuse, NY; Johnson, Randy - Bozeman, MT; Kimber, Jean - Lakewood, CO; Nelson, Gary - Fargo, ND; Nix, David - Little Rock, AR; Olsen, Henri - Bordentown, NJ; Owens, Thomas - Jackson, MS; Reese, Jim - Stillwater, OK
Cc: White, Charlene - Kansas City, MO; Cain, Clifton - Kansas City, MO; Hill, Patti - Kansas City, MO; Joice, Noreen - Kansas City, MO; Collins, Sue - Kansas City, MO; Simmons, David - Kansas City, MO
Subject: Union Notification

The link below connects you to PM-2482, New FSA Performance Management System. Please notify the Union of the proposed change following the procedures in your collective bargaining agreement to start the negotiation process. Please send me an e-mail after you notify the Union. If you have questions contact the ER/LR Specialist that provides assistance to your state.

PM-2482, New FSA Performance Management System (FSA Employees)
ftp://ftp.fsa.usda.gov/public/notices/PM_2482.pdf

Thank you,

John Hippe
816-823-5178

9/19/2005

For: FSA Employees

New FSA Performance Management System

Approved by: Associate Administrator for Operations and Management



1 Overview

A Background

One of the standards for success USDA must meet on the President's Human Capital initiative is to have a result-oriented performance culture. According to OPM, a performance management system must effectively differentiate between high and low performance and develop employee performance plans that are aligned with and support organizational goals.

During FY 2005, all employees, starting with senior managers, developed and implemented new performance plans that were better aligned with and supported the Agency's organizational goals. This alignment is an ongoing process and will be strengthened in the future.

For FY 2006, FSA is implementing a new performance management system that will effectively differentiate between high and low performance.

B Legal Authorities

The new FSA Performance Management System is based on:

- 5 U.S.C. Chapter 43
- 5 CFR Parts 430 and 432
- USDA Performance Management System established on June 12, 1996.

C Effective Date

The new FSA Performance Management System is effective October 1, 2005.

Note: For FY 2005 only, supervisors shall rollover an employee's current performance plan until detailed training is completed in November. New plans shall then be put into place by December 31, 2005.

Disposal Date	Distribution
November 1, 2007	All FSA employees; State Offices relay to County Offices.

1 Overview (Continued)

D Coverage

The new FSA Performance Management System applies to all FSA employees nationwide, except for Senior Executive Service (SES), Senior Level (SL), and Scientific or Professional (ST) employees.

E Responsibilities

Agency Administrators are responsible for:

- monitoring program compliance with applicable laws and regulations, Department policies, and collective bargaining agreements
- ensuring program compliance with policy and program direction and administration
- communicating the Agency mission, strategic goals, and objectives to all levels within their operating administration.

Servicing Personnel Offices (SPO) are responsible for:

- providing technical and operational support and advice to the rating and reviewing officials to help them administer the performance management program in a manner consistent with applicable laws, rules, and regulations
- ensuring that performance plans and ratings of record are maintained in the SPO in accordance with the requirement of 5 CFR Parts 293 and 297
- providing training on the performance management program for rating and reviewing officials responsibilities.

F Labor Relations Obligations

Where exclusive representation exists, bargaining may be requested to the extent allowed by applicable statutes. Where contract language addresses these policies and procedures for bargaining unit employees, contract language prevails.

2 **Establishing Performance Plans**

A Appraisal Period and Documentation

The appraisal period starts October 1 of each year and ends September 30 of the following year.

Performance plans should be established within 30 calendar days of the start of the appraisal period or of an employee's assignment to a position.

Performance plans are documented:

- in I*CAMS for offices using I*CAMS
- on AD-435A and AD-435B for offices not using I*CAMS (Exhibit 1).

Note: Employee participation is recommended in establishing or revising performance plans. The final decision, however, shall be made by the employee's supervisor.

B Number of Elements

Establish at least 3 but no more than 5 performance elements. See Exhibit 2 for a menu of elements from which the 3 to 5 elements can be selected. Other job specific elements may be created, if necessary, including the Mission Results element that was established for National Office employees in FY 2005.

The following elements are **mandatory**:

- supervisors and managers **must** select the "Supervision" element and the supervisory "Equal Opportunity and Civil Rights" element
- nonsupervisory employees **must** select the nonsupervisory "Equal Opportunity and Civil Rights" element.

C Critical and Noncritical Elements

Determine what elements shall be critical and noncritical. Critical elements cover duties that are essential to the successful performance of the position. Elements linked to Agency goals, the "Equal Opportunity and Civil Rights" element, and (for supervisors and managers) the "Supervision" element **must** be critical. At least 1 element must be noncritical. On the summary rating:

- critical elements will be scored as 2 points
- noncritical elements will be scored as 1 point.

Notice PM-2482

2 Establishing Performance Plans (Continued)

D Standards

For each element selected, there **must** be written standards for measuring performance of the element after "Further Clarification As Needed". Standards must be observable, measurable, and attainable by the employee. Do **not** include phrases like "other duties as assigned". Further guidance on the standards will be issued before December 31, 2005.

E Alignment

As mentioned in subparagraph 1 A, performance plan alignment is an ongoing process and offices **must** continue this process in FY 2006. Supervisors should develop performance plans that include a critical element with standards that identify clear and measurable tasks and results that are aligned to organizational goals.

Note: These standards can be put in the Mission Results element or be inserted parenthetically into an existing critical element.

Notice PM-2482

3 Processing Performance Plans

A Supervisory Responsibilities

Managers and supervisors using I*CAMS shall take the following actions to process a performance plan.

Step	Action
1	Establish performance plan. For each element selected, there must be a standard for measuring performance of the element after "Further Clarification As Needed".
2	Review performance plan for accuracy.
3	Send performance plan to reviewing official so the reviewing official can enter a check mark in the box next to "Reviewed".
4	On receipt of performance plan from reviewing official, send it to employee. After discussing each element and standard with the employee, ensure that the employee has entered a check mark in the box next to "Viewed Discussed". Note: Supervisors should attempt to resolve concerns the employee may have regarding their performance plan. If the employee refuses to sign their performance plan, the employee shall be advised that they will still be placed under the plan and they will still be held accountable for the elements and standards as described in the plan.
5	If the employee refuses to sign the performance plan, print out a hard copy of the screen and annotate the copy as follows: "The performance plan was presented to, and discussed with, the employee. The employee refused to sign the date the plan was presented to the employee".
6	The finalized performance plan will flow to the employee electronically. Hard copies are not required.

Notice PM-2482

3 Processing Performance Plans (Continued)

A Supervisory Responsibilities (Continued)

Managers and supervisors not using I*CAMS shall take the following actions to process a performance plan.

Step	Action
1	Establish performance plan. For each element selected, there must be a standard for measuring performance of the element after "Further Clarification As Needed".
2	Review performance plan for accuracy.
3	Give performance plan to reviewing official for signature.
4	<p>Present performance plan to employee.</p> <p>After discussing each element and standard with the employee, request that the employee sign and date AD-435A, item 5.</p> <p>Note: Supervisors should attempt to resolve concerns the employee may have regarding their performance plan. If the employee refuses to sign their performance plan, the employee shall be advised that they still will be placed under the plan and that they will still be held accountable for the elements and standards, as described in the plan.</p>
5	<p>If the employee refuses to sign, annotate the performance plan as follows:</p> <p>"The performance plan was presented to, and discussed with, the employee. The employee refused to sign the date the plan was presented to the employee".</p>
6	Give a copy of the signed or unsigned performance plan to the employee.

B Reviewing Official Responsibilities

If using I*CAMS, the reviewing official shall take the following actions to process a performance plan.

Step	Action
1	<p>Review employee's elements and standards, as submitted by the supervisor, to ensure that the performance plan is:</p> <ul style="list-style-type: none"> • in conformance with FSA policy and guidelines • consistent with other performance plans in the work unit.
2	Enter a check mark in the box next to "Reviewed".

Notice PM-2482

3 Processing Performance Plans (Continued)

B Reviewing Official Responsibilities (Continued)

If not using I*CAMS, the reviewing official shall take the following actions to process a performance plan.

Step	Action
1	Review employee's elements and standards, as submitted by the supervisor, to ensure that the performance plan is: <ul style="list-style-type: none">• in conformance with FSA policy and guidelines• consistent with other performance plans in the work unit.
2	Sign and date AD-435A.

C Employee Responsibilities

If using I*CAMS, the employee shall take the following action to process a performance plan.

Step	Action
1	Review presented performance plan with supervisor.
2	Discuss elements and standards needing clarification.
3	Sign and date AD-435A. The employee's signature certifies that: <ul style="list-style-type: none">• a discussion took place with the supervisor about the performance plan• the employee has seen the performance plan• the employee has viewed the standards of conduct and has had any questions answered to his/her satisfaction. <p>Note: If the employee refuses to sign the AD-435A the employee will still be held accountable for the elements and standards of the performance plan.</p>

Notice PM-2482

3 Processing Performance Plans (Continued)

C Employee Responsibilities (Continued)

If not using I*CAMS, the employee shall take the following action to process a performance plan.

Step	Action
1	Review presented performance plan with supervisor.
2	Discuss elements and standards needing clarification.
3	Enter a check mark in the box next to "Viewed Discussed". The employee's "signature" certifies that: <ul style="list-style-type: none">• a discussion took place with the supervisor about the performance plan• the employee has seen the performance plan• the employee has viewed the standards of conduct and has had any questions answered to his/her satisfaction. <p>Note: If the employee refuses to sign the AD-435A the employee will still be held accountable for the elements and standards of the performance plan.</p>

4 Progress Reviews

A Mandatory Progress Reviews

The supervisor shall:

- conduct at least 1 progress review during the 12-month appraisal period between the 6th and 9th month
- inform the employee of their level of performance as it relates to their performance elements and standards.

B Periodic Optional Progress Reviews

Even though only a midyear progress review is required, it is in the best interest of the supervisor and employee to periodically hold performance discussions. An employee may request a meeting for this review. Periodic performance reviews with the employee will:

- provide regular feedback
- keep the channels of communication open
- assist in identifying strengths and weaknesses
- help avoid an unexpected performance rating at the end of the appraisal period.

5 Documenting Performance

A Rating of Record and Reduction-in-Force (RIF)

The Rating of Record is the performance appraisal that is issued at the end of the appraisal period and becomes part of the employee's performance file. Annual Ratings of Record are used to establish service credit and retention standing in the event of RIF.

B Obtaining and Completing Performance Appraisals

If using I*CAMS, supervisors shall:

- enter summary ratings in Manager Self-Service of I*CAMS
- review/respond to written comments entered by employees as applicable
- verify the employee entered a check mark in the box next to "Employee Viewed/Discussed Rating".

If not using I*CAMS, supervisors shall:

- use MSWord versions of AD-435 (Exhibit 3), AD-435A, and AD-435B
- complete AD-435 according to the instructions on the form, except for block 2
- enter agency, program, and division or office, like FSA, DAM, or HRD, in block 9.

Note: AD-435, AD-435A, and AD-435B are available from the FFAS Employee Forms Online Website at <http://165.221.16.90/dam/ffasforms/forms.html>.

C Appraising Elements

The supervisor will evaluate each performance element and determine which 1 of the following 3 rating levels is most appropriate when comparing the employee's performance with the Fully Successful performance standard established for that element.

- **Exceeds Fully Successful:** This level generally describes performance that exceeds the Fully Successful standard for the element being evaluated. Employees performing at this level may display initiative, ownership, and/or unusual independence.
- **Meets Fully Successful:** This level generally describes performance of the solid, effective employee whose work meets normal expectations in terms of quality, quantity, and timelines, as outlined in the Fully Successful standard.
- **Does Not Meet Fully Successful:** This level describes performance that has failed to fulfill the basic expectation for the work.

Note: With assistance from SPO, the rating official **must** prepare a written statement describing the employee's deficiencies for all elements rated at this level. Early identification and correction of poor performance is strongly recommended.

Notice PM-2482

5 Documenting Performance (Continued)

D Summary Ratings

A 5 level summary rating system summarizes the employee's overall performance and is calculated using the description on AD-435. The 5 summary levels are:

- **Outstanding:** all appraisal units are rated Exceeds Fully Successful
- **Superior:** more appraisal units are rated Exceeds Fully Successful than Meets Fully Successful and no elements are rated Does Not Meet Fully Successful
- **Fully Successful:** as many or more appraisal units are rated Meets Fully Successful than Exceeds Fully Successful and no critical element is rated Does Not Meet Fully Successful
- **Marginal:** more appraisal units are rated Does Not Meet Fully Successful than Exceeds Fully Successful and no critical element is rated Does Not Meet Fully Successful
- **Unacceptable:** 1 or more critical elements are rated Does Not Meet Fully Successful.

Note: If the Unacceptable level occurs, the rating official should contact their SPO for guidance.

E Due Date

I*CAMS processing or AD-435's, AD-435A's, and AD-435B's shall be completed and distributed:

- by **October 30**
- according to subparagraph 7 A.

6 Reviewing Performance

A Supervisor Action

Supervisors using I*CAMS shall review the performance of their employees by:

- comparing the employee's performance of each element with the standards established in I*CAMS
- checking the appropriate rating level for each element
- if necessary, obtaining interim ratings from the employee's prior supervisors.

Note: Supervisor of record shall review and process in I*CAMS.

6 Reviewing Performance (Continued)

A Supervisor Action (Continued)

Supervisors not using I*CAMS shall review the performance of their employees by:

- comparing the employee's performance of each element with the standards established on AD-435A and AD-435B
- checking the appropriate rating level for each element
- if necessary, obtaining interim ratings from the employee's prior supervisors.

Notes: Supervisor of record shall review and sign AD-435.

Supervisory employees detailed from their positions of record shall:

- provide input to the new supervisor of record regarding an employee's performance
- include a recommended rating for each performance element.

B Accountability for Performance Appraisals

Supervisors shall ensure that the performance appraisal:

- contains all elements
- designates critical and noncritical elements
- weights are properly assigned, that is 2 points for critical elements and 1 point for noncritical elements
- totals are added correctly
- summary rating is properly designated
- employee has checked "responsibilities and conduct" box
- contains the required signatures
- for offices using I*CAMS, has the correct boxes checked
- for offices not using I*CAMS, contains the required signatures.

6 **Reviewing Performance (Continued)**

C Providing Additional Information

Supervisors shall provide additional documentation for each element rated “Exceeds Fully Successful” or “Does Not Meet Fully Successful” by:

- entering an accomplishment statement in the “Accomplishment” block, for offices using I*CAMS
- completing the “Accomplishment” block on AD-435A and AD-435B, for offices not using I*CAMS.

D Completing the Performance Appraisal

If using I*CAMS, supervisors shall do the following.

Step	Action
1	Enter the appropriate rating information through Manager Self-Service portion of I*CAMS.
2	Obtain the reviewing official’s approval.
3	Discuss the approved rating and basis for the rating with the employee.
4	Verify the employee has entered a check mark in the box next to “Employee Viewed/Discussed Rating”.
5	Forward the performance plan and the appraisal according to subparagraph 7 A. Hard copies are not required but can be printed by the employee or supervisor whenever needed.

If not using I*CAMS, supervisors shall do the following.

Step	Action
1	Complete AD-435 by transferring the performance elements and appropriate rating level information from AD-435A and AD-435B.
2	Obtain the reviewing official’s approval on AD-435.
3	Discuss the approved rating and basis for the rating with the employee.
4	Forward AD-435, AD-435A, and AD-435B to HRD or KC HR according to paragraph 7 A.

Notice PM-2482

6 Reviewing Performance (Continued)

E Reviewer Action

Reviewers shall:

- discuss the performance and rating of employees with supervisors
- change the ratings, if appropriate
- sign AD-435 certifying approval of original or revised ratings or (for offices using I*CAMS) check the “Review Completed” box
- return AD-435 to the supervisor for distribution according to paragraph 7 A.

Note: In I*CAMS, the rating will flow electronically back to the supervisor.

F Employee Action

Employees shall:

- sign AD-435 or (for offices using I*CAMS) enter a check mark in the box next to “Employee Viewed/Discussed Rating”, certifying receipt of the rating

Note: If the employee refuses to sign the rating the supervisor shall:

- indicate the refusal on AD-435, block 18 or (for offices using I*CAMS) enter a statement in the “Reviewer Comments”
- forward rating to the appropriate servicing personnel office according to paragraph 7.
- in offices not using I*CAMS, complete AD-435, block 17 about USDA regulations about employee’s responsibilities and conduct.

7 Distributing Appraisals, Rating Requirements, and Multiple Appraisals

A Distributing Performance Appraisals

Forward the completed performance plan and appraisal to the appropriate SPO by October 30. For offices using I*CAMS, hard copies of documents are not required. Employees and supervisors can go in and print a copy of their appraisal at any time.

Notice PM-2482

7 **Distributing Appraisals, Rating Requirements, and Multiple Appraisals (Continued)**

A Distributing Performance Appraisals (Continued)

For offices not using I*CAMS, supervisors shall distribute the completed performance appraisals according to the following table.

Step	Action
1	Forward the original, completed copies of AD-435, AD-435A, and AD-435B to the appropriate SPO by October 30.
2	Provide the employee with 1 copy of AD-435, AD-435A and AD-435B's.
3	Retain the following for the supervisor's files 1 copy of AD-435, AD-435A and AD-435B's.

B Rating Requirements

To rate an employee:

- a performance plan must have been established on AD-435A and AD-435B or in I*CAMS
- the employee must be under a performance plan for at least 90 calendar days.

Note: If it has not been 90 calendar days by the end of the appraisal period, the period may be extended by up to 90 calendar days to allow for a rating to be given.

If the employee disagrees with their performance plan and refuses to sign it, the supervisor will note this in the employee's signature block of AD-435 or in the "Reviewer Comments" box in I*CAMS.

Notice PM-2482

7 **Distributing Appraisals, Rating Requirements, and Multiple Appraisals (Continued)**

C Multiple Appraisals

The following table provides instruction for performance plans for employees detailed or temporarily promoted.

IF...	THEN...
<p>the employee is detailed or has a temporary promotion to other positions in FSA or the Department for 90 calendar days or more</p>	<p>performance plans shall be established. The supervisor responsible for the detail or temporary promotion shall prepare the performance plan and communicate it in writing to the employee within 30 calendar days of the start of the assignment. At the end of the assignment, an interim rating shall be prepared detailing the employee's accomplishments. This shall be considered in deriving the employee's annual rating of record.</p> <p>Note: When employees are detailed outside the Department, the employing agency must make a reasonable effort to obtain information on the employee's accomplishments from the outside organization.</p>
<p>the employee is detailed or has a temporary promotions to other positions in FSA or the Department for 90 calendar days or less</p>	<p>performance plans are not required. However, a narrative document shall be prepared detailing the employee's accomplishments. This shall be considered in deriving the employee's annual rating of record.</p> <p>Note: When employees are detailed outside the Department, the employing agency must make a reasonable effort to obtain information on the employee's accomplishments from the outside organization.</p>
<p>the employee has a change in supervisors during the appraisal period including while on detail</p>	<p>each supervisor of 90 calendar days or more shall prepare an interim rating detailing the employee's accomplishments. This shall be considered in deriving the employee's annual rating of record.</p>
<p>the employee has position changes during the appraisal period and has served for 90 calendar days or more in the position</p>	<p>the supervisor shall prepare an interim rating detailing the employee's accomplishments. This shall be considered in deriving the employee's annual rating of record.</p>
<p>the employee has a transfer of rating (moves to another agency or Department) and has served for 90 days or more in the position</p>	<p>the supervisor shall prepare an interim rating detailing the employee's accomplishments. This shall be sent to the gaining organization to be considered in deriving the employee's annual rating of record.</p>

8 Monitoring Performance

A Marginal Performance

Supervisors shall assist employees in improving less than “Fully Successful” performance in a noncritical element. The supervisor shall inform the employee as soon as the less than “Fully Successful” performance is apparent and give a reasonable opportunity to demonstrate acceptable performance. The supervisor shall assist the employee by taking the following steps:

- provide closer supervisory review of work
- hold discussions and provide correction of work products
- advise employees when they have achieved “Fully Successful” performance.

A Marginal rating may result in the denial of a within-grade increase. Supervisors **must** contact their SPO for guidance.

B Unacceptable Performance

Supervisors shall:

- assist employees in improving less than “Fully Successful” performance in a critical element
- inform employees in writing as soon as the less than “Fully Successful” performance is apparent and give a reasonable opportunity to demonstrate acceptable performance through an Opportunity To Improve (OTI).

OTI provides formal notice to employees that performance is unacceptable and provides employees the opportunity to demonstrate acceptable performance. OTI may include activities like developmental assignments, structured employee assistance or counseling, formal or on-the-job training, and mentoring. Careful records must be kept of the assistance offered and results achieved under OTI. Supervisors should provide the following:

- notification of elements in which performance is unacceptable
- specific examples of the unacceptable performance
- performance requirements or standards that **must** be attained to demonstrate acceptable performance
- a reasonable opportunity period to demonstrate acceptable performance on the elements at issue
- notice that the employee **must** improve to the acceptable level by the conclusion of the opportunity period and **must** sustain that level of performance for at least 1 year from the start of the opportunity period.

Notice PM-2482

8 Monitoring Performance (Continued)

B Unacceptable Performance (Continued)

Should an employee's performance again become unacceptable in 1 or more of these critical elements, a performance-based adverse action or other alternative action may be proposed without the benefit of an additional opportunity to improve. Supervisors **must** contact their SPO for guidance.

C Prior Administrative Actions

Administrative actions initiated against employees whose performance is "Unacceptable" under 5 U.S.C 4303, and the Performance Management Plan or another program in existence before the effective date of this program, shall continue to be processed consistent with that pre-established set of procedures and requirements.

9 Performance Recognition, Evaluation, and Additional Information

A Recognizing Performance

Employees will continue to receive recognition through Performance Awards (Quality Step Increases and Performance Bonuses) and Superior Accomplishment Awards (Extra Effort and Quick Track Awards). Performance Award amounts will be established each year by the Administrator and will be announced in a separate notice before the end of each rating period.

B Evaluation of the New Performance Management System

The new performance management system will be evaluated for its effectiveness on an annual basis within 90 calendar days of the end of each appraisal period. This evaluation will include issues like improvement of organizational performance and employee/managerial satisfaction with the system.

C Additional Information

If there are any questions about rating employees, supervisors may contact the appropriate SPO according to this table.

IF the supervisor is located in...	THEN contact...
FSA National Office	Performance Management, Benefits, and Awards Branch, HRD at 202-418-8975 or TTY 202-418-9116.
1 of the following: <ul style="list-style-type: none">• APFO• KCCO• KCAO• State Offices	Employee and Labor Relations Section, KC HR Office at 816-926-6643 or TTY 816-926-3063.
County Office	State Office

Performance Plan Documentation for Offices Not Using I*CAMS

A Example of AD-435A

The following is an example of AD-435A for a nonsupervisory position.

AD-435A (12-86)		UNITED STATES DEPARTMENT OF AGRICULTURE		Page 1 of 3	
PERFORMANCE PLAN, PROGRESS REVIEW AND APPRAISAL WORKSHEET					
1. NAME (Last, First, MI) Smith, John		2. POSITION TITLE Loan Specialist			
3. AGENCY/DIVISION FSA/DAP/2/100		4. PAY PLAN, SERIES, GRADE GS-1165-13/4		APPRaisal PERIOD	
				5. START DATE 10/1/05	6. END DATE 9/30/06
7. PERFORMANCE ELEMENT					
No.	1	(Describe below the duty or responsibility for which the employee is accountable and responsible. Indicate if the element is critical or noncritical.)			<input checked="" type="checkbox"/> CRITICAL <input type="checkbox"/> NONCRITICAL
Execution of Duties					
8. STANDARD (Describe the level expected for "Fully Successful" performance. Include appropriate indicators of quality, quantity, cost efficiency, or timeliness, where applicable.)					
Completed work assignments are performed in a timely manner, assuring a quality of work that meets the needs of the organization. Appropriate work methods are selected for the development of work products. Work products do not require substantive revisions. Assignments are completed in accordance with applicable agency guidelines, including time-frames. Further clarification as needed:					
9. ELEMENT RATING (At the end of the rating period, compare the employee's performance with standard and assign an element rating. Refer to documentation, as necessary.)					
			Exceeds	Fully Successful	Does Not Meet
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. ACCOMPLISHMENTS (Must be completed if employee receives a summary rating of Outstanding. Attach additional sheets if more space is required.)					
11. CERTIFICATION OF DEVELOPMENT AND RECEIPT OF PLAN (Signatures certify discussion with the employee and receipt of plan which reflects current position description.)					
Employee's Signature					Date
Supervisor's Name (Print)					Date
Supervisor's Signature					Date
Reviewer's Name (Print)					Date
Reviewer's Signature					Date
12. PROGRESS REVIEWS (at least one must be completed)					
Employee's Initials and Date			Supervisor's Initials and Date		
Check appropriate copy designation below.					
<input type="checkbox"/> ORIGINAL-OFFICIAL PERSONNEL FOLDER/EMPLOYEE PERFORMANCE FILE COPY <input type="checkbox"/> EMPLOYEE COPY <input type="checkbox"/> SUPERVISOR'S COPY <input type="checkbox"/> AGENCY USE					

Performance Plan Documentation for Offices Not Using I*CAMS (Continued)

B Example of AD-435B

The following is an example of AD-435B for a nonsupervisory position.

AD-435B (Continuation Sheet)		UNITED STATES DEPARTMENT OF AGRICULTURE		Page 2 of 3		
(12-88) PERFORMANCE PLAN, PROGRESS REVIEW AND APPRAISAL WORKSHEET						
1. NAME (Last, First, M.I.)		2. POSITION TITLE				
Smith, John		Loan Specialist				
3. AGENCY/DIVISION		4. PAY PLAN, SERIES, GRADE		APPRaisal PERIOD		
PSA/DAFIS/IND		GS-1165-13/4		5. START DATE	6. END DATE	
				10/1/05	9/30/06	
7. PERFORMANCE ELEMENT						
No.	2. (Describe below the duty or responsibility for which the employee is accountable and responsible. Indicate if the element is critical or noncritical.)				<input checked="" type="checkbox"/> CRITICAL	<input type="checkbox"/> NONCRITICAL
Equal Opportunity & Civil Rights						
8. STANDARD (Describe the level expected for "Fully Successful" performance. Include appropriate indicators of quality, quantity, cost efficiency, or timeliness, where applicable.)						
Performs all duties in a manner which consistently demonstrates fairness, cooperation, and respect toward coworkers, office visitors, and all others in the performance of official business. Demonstrates an awareness of EO/UK policies and responsibilities of Agency and Departmental goals of valuing a diverse, yet unified workforce. Further clarification as needed:						
9. ELEMENT RATING (At the end of the rating period, compare the employee's performance with standard and assign an element rating. Refer to documentation, as necessary.)						
				Exceeds	Fully Successful	Does Not Meet
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. ACCOMPLISHMENTS (Must be completed if employee receives a summary rating of Outstanding. Attach additional sheets if more space is required.)						

Performance Plan Documentation for Offices Not Using I*CAMS (Continued)

B Example of AD-435B

The following is an example of AD-435B for a nonsupervisory position.

AD-435B (Continuation Sheet)		UNITED STATES DEPARTMENT OF AGRICULTURE		Page 3 of 3	
(12-66) PERFORMANCE PLAN, PROGRESS REVIEW AND APPRAISAL WORKSHEET					
1. NAME (Last, First, M.I.) Smith, John		2. POSITION TITLE Loan Specialist			
3. AGENCY/DIVISION FSA/DAPLP/LND		4. PAY PLAN, SERIES, GRADE GS-1165-1B/4		APPRaisal PERIOD	
				5. START DATE 10/1/05	6. END DATE 9/30/06
7. PERFORMANCE ELEMENT					
No.	3	(Describe below the duty or responsibility for which the employee is accountable and responsible. Indicate if the element is critical or noncritical.)		CRITICAL	<input checked="" type="checkbox"/> NONCRITICAL
Individual Contributions to the Team:					
8. STANDARD (Describe the level expected for "Fully Successful" performance. Include appropriate indicators of quality, quantity, cost efficiency, or timeliness, where applicable.)					
Ordinarily displays dependability and reliability. Promotes open communication. Contributes creative ideas and actively participates in team meetings resulting in added value to the team's products and services. When problems arise, explores causes and assists in resolving them. Works with team members to appropriately implement decisions. Is usually open minded to new ideas and approaches in implementing the team's goals. Willingly accepts and acts on constructive criticism. Further clarification as needed:					
9. ELEMENT RATING (At the end of the rating period, compare the employee's performance with standard and assign an element rating. Refer to documentation, as necessary.)				Exceeds	Fully Successful
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	Does Not Meet
10. ACCOMPLISHMENTS (Must be completed if employee receives a summary rating of Outstanding. Attach additional sheets if more space is required.)					

Recommended Elements

Following is a list of elements from which the 3 to 5 performance elements to be included in the performance plan can be selected.

Execution of Duties: Completed work assignments are performed in a timely manner, assuring a quality of work that meets the needs of the organization. Appropriate work methods are selected for the development of work products. Work products do not require substantive revisions. Assignments are completed in accordance with applicable agency guidelines, including time-frames.

Further clarification as needed.

Communications: Oral and written communications are clear, correct, timely, and presented in an understandable manner. Supervisor and coworkers are informed of issues and problems when necessary. Information and guidance provided is timely and correct.

Further clarification as needed.

Supervision: (Mandatory for all supervisors and managers) Work is assigned in a fair and effective manner. Technical guidance to subordinate staff is given in a timely manner. Performance management is implemented in accordance with procedure. Issues, concerns, or problems are handled promptly and fairly. To the extent possible, staff is properly trained and complies with occupational health and safety programs. Management decisions are supported and implemented within appropriate time-frames.

Further clarification as needed.

Team Leadership: Routinely leads individuals and team members toward specific goals and accomplishments. Provides encouragement, guidance, and direction as needed. Adjusts style to fit situation. Delegates appropriate authority in an effective manner. Coordinates functions of the team members. Demonstrates a sincere interest in employees' activities, abilities, etc.

Further clarification as needed.

Program Management: Manages program(s), resolving issues and problems within the employee's control. Monitors all aspects of program(s) for quality, effectiveness, and consistency. Program plans and guidance are responsive to objectives and requirements of the Agency. Policy instructions are appropriately issued and are accurate. Evaluates effectiveness of work and adjusts plans accordingly.

Further clarification as needed.

Special Projects: Special projects are regularly completed on time in a competent, accurate, and thorough manner. Completed projects comply with regulations and procedures. Special projects are completed independently, or reflect research and collaboration with others as required.

Further clarification as needed.

Research and Analysis: Thoroughly and accurately researches issues in a timely manner, using available reference sources (e.g., USDA manuals, or applicable law or regulations). Makes reasonable recommendations or decisions based on available guidance.

Further clarification as needed.

Recommended Elements (Continued)

Customer Service: Routinely displays courteous and tactful behavior. Projects a positive and professional image of USDA. Provides advice that is timely, responsive and accurate. Maintains appropriate rapport with internal and external customers. Develops and establishes working relationships with external organizations as required. Keeps supervisor and/or team leader informed of difficult and/or controversial issues and unique problems. Takes action to effectively solve problems before they have an adverse impact on the organization or other employees.

Further clarification as needed.

Equal Opportunity & Civil Rights: (Mandatory for all supervisors and managers). Performs all duties in a manner which consistently demonstrates fairness, cooperation, and respect toward coworkers, office visitors, and all others in the performance of official business. Demonstrates an awareness of EO/CR policies and responsibilities of Agency and Departmental goals of working to employ and develop a diverse, yet unified workforce.

Further clarification as needed.

Equal Opportunity & Civil Rights: (Mandatory for all nonsupervisory employees). Performs all duties in a manner which consistently demonstrates fairness, cooperation, and respect toward coworkers, office visitors, and all others in the performance of official business. Demonstrates an awareness of EO/CR policies and responsibilities of Agency and Departmental goals of valuing a diverse, yet unified workforce.

Further clarification as needed.

Resource Management: Monitors allocated funds and maintains complete and accurate records of expenditures. Routinely utilizes resources in an efficient and effective manner. Ensures that funds, property and other resources are guarded against waste, loss, unauthorized use, and misappropriation.

Further clarification as needed.

Individual Contributions to the Team: Ordinarily displays dependability and reliability. Promotes open communication. Contributes creative ideas and actively participates in team meetings resulting in added value to the team's products and services. When problems arise, explores causes and assists in resolving them. Works with team members to appropriately implement decisions. Is usually open-minded to new ideas and approaches in implementing the team's goals. Willing accepts and acts on constructive criticism.

Further clarification as needed.

AD-435, Performance Appraisal

The following is an example of AD-435 for elements shown in Exhibit 1.

United States Department of Agriculture Performance Appraisal				1 Social Security No. 123-45-6789	2 Position Number	3 Pay Plan GS	4 Occup. Series 1165	
5 Name (Last, First, Middle Initial) Smith, John				6 Grade/Step or Pay Level 13/4		7 Appraisal Period From 10/01/05 To 09/30/06		
8 Official Position Title Loan Specialist				9 Organization Structure Code 13/4				
10 Duty Station Washington, DC		11 Funding Unit		12 Agency Use		13 NFC Use		
<p>Instructions</p> <p>Blocks 1 through 10, completed by NFC, should be reviewed and, if necessary, corrected. Block 11. Enter funding unit number. Block 14. Enter brief description of performance elements. Block 15A. Check performance elements identified as critical.</p> <p>Blocks 15B, 15C, 15D. Rate actual performance by entering 2 for critical elements and 1 for non-critical elements in appropriate column. Blocks 15E, 15F, 15G. Enter total of each column. Block 15H. Enter total from 15E, 15F and 15G. Block 16A. Check off the correct summary rating described in decision table (16B). Blocks 17 through 22. Self-explanatory.</p>								
14 Performance Elements				15A Critical Element (✓)	15B Exceeds Fully Successful	15C Meets Fully Successful	15D Does Not Meet Fully Successful	
1) Execution of Duties				✓	2			
2) Equal Opportunity & Civil Rights				✓	2			
3) Individual Contributions to the Team						1		
4)								
5)								
6)								
7)								
8)								
9)								
10)								
16B Decision Table (check off Summary Rating in block 16A)				15E Exceeds	15F Meets	15G Does Not Meet		
Rating of Outstanding if 15E equals 15H. Rating of Unacceptable if any critical element is rated in 15D. Rating of Superior if no element is rated in 15D; 15F is greater than zero; and 15E is greater than 15F. Rating of Marginal if 15G is greater than 15E, and no critical element is rated in 15D. Rating of Fully Successful if none of the above apply. ✓/ Unacceptable for SES ✓/ Minimally Satisfactory for SES				4	1	0		
				15H Enter total			15H	
				15E + 15F + 15G = 15H			5	
				16A Summary Rating (See Decision Table in 16B)				
				<input type="checkbox"/> Outstanding <input checked="" type="checkbox"/> Superior <input type="checkbox"/> Fully Successful <input type="checkbox"/> Marginal ✓ <input type="checkbox"/> Unacceptable ✓ ✓/ Unacceptable for SES ✓/ Minimally Satisfactory for SES				
17 Employee (Check off appropriate box)				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
I have a copy of USDA and Agency regulations on employee responsibilities and conduct; I have discussed them with my supervisor and questions have been answered to my satisfaction.								
18 Employee's Signature		Date		If employee did not sign, state reason.				
(Instructions for resolutions of disputes are on the reverse of employee copy.)								
19 Supervisor's Signature			Date		20 Reviewer's Signature			Date
21 Approving Official's or Funding Unit Manager's Signature (optional)			Date		22 FOR SES ONLY			
					PLA to ES _____			Bonus Amount _____

This form was electronically produced by National Production Services Staff

Form AD-435 (11/86)

UNITED STATES DEPARTMENT OF AGRICULTURE
Farm Service Agency
Washington, DC 20250

Notice PM-XXXX

For: State and County Offices Using Pass/Fair Rating System
[Writer: For offices or employees?]

**FY 2001 Annual Performance Appraisals for State and County Offices
Using Pass/Fail Rating System**

Approved by: Deputy Administrator, Management

1 Overview

A

Purpose

This notice provides employees and supervisors with information needed to complete the annual performance appraisal for the rating period ending September 30, 2001, and reminds employees and supervisors that:

- performance elements and standards shall be established within 30 calendar days of an employee's assignment to a position
 - an employee must serve under elements and standards in the current position for **90 calendar days** or more before supervisors complete the employee's performance appraisal.
-

B

Changes in Positions, Assignments, or Supervisors

New or amended performance elements and standards must be in place within 30 calendar days after an employee has been given a new position or assignment.

When an employee works under different supervisors during the designated appraisal period, each supervisor of 90 calendar days or more shall document the employee's accomplishments and prepare a summary rating. The summary rating should be forwarded to the employee's current supervisor for appropriate consideration in preparing the employee's **rating of record**.

Continued on the next page

Disposal Date	Distribution
March 1, 2002	State Offices; State Offices relay to County Offices

Notice PM-XXXX**1 Overview (Continued)****C****Labor Relations
Obligations**

Where exclusive representation exists, this notice does not apply until bargaining takes place. Where contract language addresses these policies and procedures for bargaining unit employees, contract language prevails.

D**Combined
Administrative
Management
System (CAMS)
Users**

Offices with CAMS that have deployed the web to their employees should submit ratings using CAMS.

2 Supervisor Action**A****Supervisor
Responsibilities**

Supervisors shall review employee performance by:

- ensuring that the employee has served under elements and standards in their current position for **90 calendar days** or more
- if necessary, obtaining written documentation of the employee's performance under a previous position if:
 - the employee is on detail for 120 calendar days or more
 - the change in supervisor occurs and the employee works under a new supervisor for 90 calendar days or more
 - the employee changes positions and serves in the new position for 90 calendar days or more
 - the employee transfers outside FAS, FSA, or RMA

Note: The former supervisor should provide a copy of Form 4140 to the employee's new supervisor.

- the employee performs collateral duties, then the rating shall reflect both of the following:
 - primary duties of the position
 - primary collateral duty

- checking the appropriate rating level for each element on Form 4140.

Continued on
the next page

Notice PM-XXXX

2 Supervisor Action (Continued)

B

**Providing
Additional
Documentation**

Supervisors shall provide additional documentation if an employee receives a "Results Not Achieved" performance rating.

Note: The documentation shall be attached to Form 4140 and must be signed by the rating, official and the reviewing official before employee signs.

3 Completing Form 4140

A

**Supervisor and
Employee
Responsibilities**

Supervisors and employees shall:

- ensure that item 11 reflects that the employee has served under the elements for 90 calendar days
- sign and date in item 12.

B

**Reviewer
Responsibilities**

Sign in item 12 if summary of rating is "Result Not Achieved".

4 Distributing Form 4140

A

Distribution

Supervisors shall distribute the complete performance appraisals according to this table.

Step	Action
1	Forward the original, completed copies of Form 4140 to KCAO, Personnel Division (PD).
2	Provide the employee with a copy of Form 4140.
3	Retain a copy of Form 4140 for the supervisor's file.

Notice PM-XXXX

5 Unratable Employees

A
Rating
Requirement

To be rated, an employee **must** have:

- elements and standards established on Form 4140
- been under signed elements and standards for at least **90 calendar days**.

Note: If the employee disagrees with elements and standards and refuses to sign them, the supervisor should note this in the employee's signature block on Form 4140.

6 Additional Information

A
Contacts

If there are questions about rating employees, supervisors may contact the appropriate servicing personnel office according to this table.

IF the supervisor is located in...	THEN contact...
1 of the following: <ul style="list-style-type: none"> • APFO • KCCO • KCAO • KCFO • KC-ITSTO • KC-ITSDO • State Office 	KCAO, PD, Employee and Labor Relations Branch at 816-926-6643 TTY at 816-926-3063.
County Office	State Office.

B
Filing
Grievances

Nonbargaining unit employees must grieve their performance appraisals under the Agency grievance procedure. Bargaining unit employees must use the negotiated grievance procedure.

consideration factors beyond an employee's control. Standards used for measurement of performance in the elements will be applied in a fair and equitable manner.

13.3 PERFORMANCE RATINGS: Performance ratings will be in writing and will be a result of the application of the performance standards to the employee's actual performance. Allowance will be made for factors beyond the employee's control, when the performance rating is assigned. The reasons for a specific rating will be indicated as necessary in writing.

13.4 NOTICE OF UNSATISFACTORY PERFORMANCE: The Employer shall give the employee reasonable time but not less than thirty (30) days warning, in writing, prior to proposing a reduction in grade or removal based on unsatisfactory performance. In no case shall the decision to take action, solely for unsatisfactory performance, be based on matters not stated in the warning.

13.5 INFORMING EMPLOYEES: The Employer shall provide instructions and/or orientation for employees on the performance appraisal and performance standards system. Employees new to a position shall be informed of elements and standards within thirty (30) days of their effective dates.

13.6 SURVEYS AND STUDIES: When the Employer has prior knowledge, advance notification will be given to the Union of all studies or surveys bearing on performance appraisals affecting Bargaining Unit employees. Results of surveys and studies, if received by the Employer, will be provided to the Union, unless distribution is restricted.

13.7 GRIEVANCES: In disputes concerning performance appraisals, employees may utilize the Negotiated Grievance Procedure.

ARTICLE 14 - HOURS OF WORK

14.1 BASIC WORKWEEK: The basic workweek is forty (40) hours consisting of eight (8) hours in each of the days Monday through Friday. The normal hours of duty are from 8:00 AM to 4:30 PM with one-half hour for lunch.

14.2 FLEXITIME: Flexitime may be implemented in accordance with FmHA Instruction 2051-G, "Hours of Duty, Flexitime, and Compressed Work Schedules." Requests shall be made through the employee's immediate supervisor. The supervisor may comment on the request, but must forward it to the State Director for a final decision. The State Director will grant the request unless he determines that participation is not in the best interest of the Agency. If a request is denied, the State Director will indicate the reasons for the denial.

14.3 ADJUSTMENT OF WORK SCHEDULES FOR RELIGIOUS OBSERVANCES: An employee whose personal religious beliefs require the abstention from work during certain periods of time may elect to engage in overtime work for time lost for meeting those religious requirements.

To the extent that such modifications in work schedules do not interfere with the efficient accomplishment of the Agency's mission, the Agency shall in each instance afford the employee the opportunity to work compensatory overtime and shall in each instance grant compensatory time off to an employee requesting such time off for religious observances when the employee's personal religious beliefs require that the employee abstain from work during certain periods of the workday or workweek.

The employee may work such compensatory overtime before or after the grant of compensatory time off. A grant of advanced compensatory time off should be repaid by the appropriate amount of compensatory overtime work within a reasonable amount of time. Compensatory overtime shall be credited to an employee on an hour by hour basis. The premium pay provisions for overtime work and section 7 of the Fair Labor Standards Act of 1938, as amended, do not apply to compensatory overtime work performed by an employee for this purpose.

ARTICLE 15 - HEALTH AND SAFETY

15.1 WORKING CONDITIONS: The Employer agrees to provide healthful and safe working conditions for all employees and will comply with applicable Federal Laws and regulations relating to the safety and health of its employees. All employees are responsible for prompt reporting of unsafe conditions. No employee shall be required to work in areas where unsafe or unsanitary conditions have not been removed or remedied.

15.2 PERSONAL SERVICES: Supervisors will not require employees to perform personal services (i.e., making and serving coffee, running errands, etc.).

15.3 SMOKING: The smoking policy will be that no smoking will be allowed in the general office or public areas of any FmHA office. Exceptions to this policy are as follows:

1. General office space which are physically separated by ceiling high partitions from all other general office space, and where all employees working in the area concur that smoking be permitted, and
2. public space, limited to reception areas, corridors and stairways.

State Office - No smoking will be permitted in the conference room, interior FmHA hallways or first floor restrooms. This policy does not apply to the public entrance and exit corridor which is not leased space controlled by FmHA.

ARTICLE 16 - PARKING

16.1 HANDICAPPED PARKING: Upon request by an employee who suffers a temporary or permanent ambulatory disability, the Employer shall make every attempt to provide a parking space at the nearest entrance to the employee's work location.

ARTICLE 17 - EMPLOYEE DEVELOPMENT

17.1 DETERMINATION: Although it is expected that personnel are basically qualified to perform their duties as a prerequisite to employment, the parties recognize the possible need for additional training to assure the development of employees and to maintain the competence of the work force.

17.2 ORIENTATION: Employees who receive orientation/training in the state office will be addressed (15 minutes) by the Union and provided copies of the bargaining agreement and Union materials.

Labor and Management acknowledge the rights of employees as stated in PL-95-454, 5 USC 7102.

17.3 EMPLOYEE TRAINING: Within budget allocations, 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 equitably based on the needs of the Agency. Employees are encouraged to explore self-development training on their own initiative. Employer will provide Union with the names and addresses where training announcements are available.

17.4 TRAVEL: When approved training requires the employee to be away from his/her duty station, the employee will use the most economical conveyance available. Travel expenses for approved training purposes shall be reimbursed in accordance with applicable travel regulations.

17.5 DISABLED EMPLOYEES: Should an employee become physically unable, based on a decision of competent medical authority, to perform his/her assigned duties, the Employer will make every reasonable effort to reassign the employee to another comparable grade position for which he/she is qualified and whose duties can be performed within the limitations of his/her physical capabilities and without detriment to the Agency, the employee or his/her co-workers. It is recognized that, in some cases of this type, a brief period of adjustment and training while on the job may be required.

ARTICLE 18 - MERIT PROMOTION

18.1 PROCEDURES: All actions under the Merit Promotion Plan will be taken in accordance with regulations of the Department and FmHA. This Agreement will prevail to the extent that it is more specific than Department and FmHA regulations and they permit the Employer to act at his discretion.

18.2 VACANCY ANNOUNCEMENTS: Vacancies to be filled competitively under the Merit Promotion Plan will be announced. Vacancy announcements will be posted on the official bulletin boards for a period of ten (10 workdays). Announcements will provide a summary statement of duties, a statement of any special knowledge, skills, and abilities determined essential for effective job performance and for identifying the best qualified candidates. An employee will be considered for the position only if he/she files a Personal

Qualifications Statement, SF-171, under the announcement. Supervisors will be responsible for proper notification of qualified employees who will be absent beyond the closing date of the announcement. An employee who is going to be absent on extended leave may file an SF-171 with the personnel officer requesting consideration for any position which is announced during his absence and for which he/she is qualified. The Employer retains the right to consider all eligible employees in the event that a sufficient number of highly qualified employees do not apply for consideration.

18.3 AREA OF CONSIDERATION: For any action under the Merit Promotion Plan involving a position within the Bargaining Unit, the minimum area of consideration will be state-wide.

18.4 REPROMOTION CONSIDERATION: An employee who previously held the same grade, is qualified, could assume the full range of duties, and who was downgraded within the Bargaining Unit through no fault of his/her own, will be given automatic consideration before the vacancy is announced, provided the position has no greater promotion potential than the employee's former position.

18.5 PROMOTION PANEL: When a promotion panel is established, it will rate and rank all eligible merit promotion applicants. The panel will utilize established criteria and will determine the best qualified group from which selection may be made. A personnel representative trained in the rating and ranking procedures will coordinate the panel's efforts.

18.6 UNION PARTICIPATION ON PANEL: The Union will provide Management with a list of 10 employees from the bargaining unit from which management will select an observer for each Merit Promotion Panel for positions in the Unit. The Union assures Management that such list will not consist of 100% Union members.

18.7 PANEL EVALUATION: The promotion panel will receive a listing of all eligible candidates from the Personnel Office, with all appropriate background material needed to determine the rating and ranking of such candidates. The Personnel representative will explain completely the evaluation process for merit promotion to the promotion panel. Upon request, the appropriate official who developed the criteria, or the supervisor, of the unit in which the vacancy occurs, shall meet with the promotion panel to discuss and clarify the criteria and answer any questions.

18.8 NAMES ON CERTIFICATE: Normally, a promotion certificate will consist of no more than seven (7) names, unless more than one (1) vacancy is being advertised on the same announcement. When the panel is unable to make significant distinctions between candidates, the list may contain no more than ten (10) names.

18.9 UPDATING RECORDS: Employees may submit information to update their personnel files, including information regarding work experience, training, etc. The Personnel Office staff shall be available to assist employees in this matter, upon request.

18.10 TEMPORARY PROMOTIONS: Employees detailed to a higher graded position for more than 60 calendar days will be temporarily promoted. The employee may be paid retroactively to the first day of the reassignment.

18.11 GRIEVANCES: The candidate or the Union may not grieve non-selection unless based on an EEO discrimination factor, but may grieve the improper implementation or application of the Merit Promotion Plan.

18.12 ENTITLEMENT TO PROMOTIONS: Both Parties recognize that promotions, whether competitive or not, are based on the proper classification of positions and demonstrated ability of employees. No employee is entitled by virtue of qualifications or any other reason to a promotion unless it is deemed to be merited by the Employer.

18.13 SELECTION FOR TRAINING: If the training will lead to promotional opportunities, selection for such training shall be in accordance with the FmHA Merit Promotion Plan.

18.14 EQUAL EMPLOYMENT OPPORTUNITY PROGRAM: The current State Director's Guide on Personnel Management, Equal Employment Opportunity Program, will be Union/Management's guide for EEO activities within the Agency. (When State Director's Guide on Personnel Management is updated, Union participation will be solicited).

ARTICLE 19 - DETAILS

19.1 SELECTION FOR DETAILS: To the extent practicable, the Employer will assign details to higher graded positions equitably to all employees in any given organizational unit who are qualified.

19.2 DOCUMENTATION: Informal details are those which do not exceed thirty (30) calendar days. The Supervisor shall submit a memorandum to the employee documenting the duties of any detail, in excess of two (2) weeks. A copy will be forwarded to the Personnel Office for inclusion in the employee's Official Personnel Folder. Formal details are those in excess of thirty (30) calendar days. Formal details will be documented in the Official Personnel File by a Standard Form 52 (SF-52), "Request for Personnel Action", and appropriate supporting attachments.

19.3 DETAILS TO HIGHER GRADE POSITIONS: See Article 18, Merit Promotion.

19.4 TRAVEL ALLOWANCE: The Employer will authorize all allowable per diem and travel compensation in any detail. Employees to be detailed will be given as much advance notice as practical regarding the impending detail.

ARTICLE 20 - REDUCTION IN FORCE

20.1 GENERAL: The Employer will seek to avoid the necessity of entering into a formal Reduction in Force (RIF). When a RIF is required, Federal Personnel, Departmental Personnel, and Agency Reduction in Force procedures will be followed in carrying out the RIF. This Agreement will prevail to the extent that it is more specific than Department and FmHA regulations and they permit the Employer to act at his discretion.

20.2 COMPETITIVE LEVELS: A competitive level will consist of all the positions in a competitive area that are in the same grade or occupational level and that are so alike in qualification requirements, duties, responsibilities, pay schedule, and working conditions that an employee may readily be assigned from one position to any other position in the competitive level, without unduly

interrupting the Agency's work program. Positions at the same grade level in the same series may not necessarily be placed in the same competitive level. Duties and qualifications required by the position will indicate whether or not positions are enough alike to be the same competitive level.

20.3 REVIEW OF RECORDS: An employee affected by a RIF and his/her representative will be given the opportunity to review all available records, including retention registers for that competitive area, which pertain to the action, and regulations related to RIF.

20.4 NOTICE: The Employer shall provide a written notice to each employee affected by RIF. If a RIF is required, a general notice when possible, is given 60 days in advance. The specific notice will be given at least 30 days in advance and will contain the following information:

- (a) Employee's name, position title, grade, series, salary, service computation date, date of birth, and veteran's status.
- (b) If the employee is being offered assignment rights, the position will be identified with location and grade level.
- (c) If the assignment is to a lower grade, the employee's entitlement to saved grade and/or saved pay will be indicated.
- (d) the employee will be advised that he/she must accept or decline the offer within 14 calendar days of receipt of the notice.

20.5 REEMPLOYMENT PRIORITY LISTS: The Employer will be responsible for maintaining a reemployment priority list for any employees separated under Reduction in Force, including those employees who retired involuntarily (discontinued service) or who resigned after receiving Reduction in Force Notices. Career employees will remain on the list for two years, career conditional for one year, or until they commence employment in other non-temporary or non-excepted positions. Employee's eligibility for reemployment is the commuting area.

20.6 GRIEVANCE PROCEDURES: An employee in the Bargaining Unit may contest a removal or grade reduction effected through RIF procedures only through the Negotiated Grievance Procedure. Procedures and the limits for these grievances will be provided in the specific notice.

20.7 RELOCATION EXPENSES: When an employee affected by a RIF is assigned to another commuting area, the Employer agrees to pay all allowable relocation expenses.

20.8 PERFORMANCE CREDIT: The methodology of making the calculations to determine the amount of credit will be in accordance with the FPM Chapter 351 regulations as revised January 1, 1987.

ARTICLE 21 - ADVERSE AND DISCIPLINARY ACTIONS

21.1 DEFINITION: For the purpose of the article on adverse action is defined as removal, reduction in grade or pay, suspension for more than fourteen (14) days, or furlough without pay of thirty (30) days or less. A disciplinary action is a suspension of 14 days or less or a letter of caution, warning or reprimand.

21.2 CAUSE: Disciplinary and adverse actions will be taken for such cause as will promote the efficiency of the service.

21.3 OUTSIDE ACTIVITIES: Off-duty conduct will be cause for an adverse or disciplinary action only if it can be shown that a nexus (connection) exists between the conduct and the performance of the employee's official duties.

21.4 ADMINISTRATION: Disciplinary and adverse actions will be administered in a fair and equitable manner.

21.5 REPRESENTATION: The employee will receive two copies of any notice in which an adverse or suspension of less than 14 days action is proposed. A notation on the notice will inform the employee of the name of the designated Union Steward for his area. The employee has the right to be represented in an adverse or disciplinary action procedure by the Union or by any other person his/her choice. If the employee utilizes the grievance procedure, he/she may only be represented by the Union. The employee also has the right to choose not to be represented.

If an employee chooses to be represented, he/she must make the designation to the Employer in writing; the specific identity address and telephone number of the representative must be included in the written designation. An Agency may disallow as an employee's representative an individual employed by the Agency whose activities as a representative would cause a conflict of interest or position; or an employee of the Agency whose release from his/her official position would give rise to unreasonable cost to the Government or whose priority work assignments preclude his/her release.

The representative will have the right to be present at any conference at which the employee answers the reasons in the notice of proposed adverse or disciplinary action.

21.6 NOTICE OF PROPOSED ACTION: Except as provided by statute or regulation, any employee against whom an adverse action is proposed is entitled to thirty (30) days advance written notice stating in specific detail the reasons for the proposed action. If the Union is designated as official representative by the employee, it will be provided with a copy of all material to which the employee is entitled.

21.7 RIGHT TO REPLY: An employee will be permitted to reply to a proposed action personally and/or in writing. The Employer will permit the employee and one (1) Union representative a reasonable amount of official time, not to exceed a total of eight (8) hours each, to prepare any reply. The employee may be accompanied by a representative of his/her choice. Any reply, either in writing or orally, will be addressed to the individual designated by the deciding official or to the deciding official. The employee will be permitted up to seven (7) calendar days to respond for either an adverse or disciplinary action. The Employer will consider any request to extend these time periods.

21.8 FINAL DECISION: The employee and the Union, if representing the employee, will receive the final decision in writing at the earliest practicable date after the written or oral reply is received, or after the period allotted to reply to the proposed action has expired. If the final decision is made to take the adverse action, the employees will be informed of appeal or grievance rights available, and time limits for filing an action under those rights. The Agency will state in the final letter to the employee where information concerning the pursuit of an appeal or grievance may be obtained. This letter will also include the name and location of the appropriate agency or official to whom the appeal or grievance should be addressed. The Employer shall make employees available on behalf of either party for interviews and affidavits, and as witnesses at a hearing when determined appropriate by the Merit Systems Protection Board or an arbitrator.

21.9 APPEAL/GRIEVANCE RIGHT: Adverse actions taken by the Employer may be appealed to the Merit Systems Protection Board, or they may be grieved under the negotiated grievance procedure. An employee who wishes to contest an action must elect whether to appeal or to grieve the action. Once the election is made, it is irrevocable. An election is made by filing an appeal or by initiating a grievance in writing. The election must be made within twenty (20) days of the effective date of the action prescribed in the letter of decision. When an employee wishes to contest a disciplinary action, he must use the negotiated grievance procedure.

21.10 EMPLOYEE REPRESENTATION: An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at any examination of an employee in the Unit by a representative of the Agency in connection with an investigation if:

- (a) the employee reasonably believes that the examination may result in disciplinary or adverse action against the employee; and
- (b) the employee requests representation

ARTICLE 22 - GRIEVANCES

22.1 PURPOSE: The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances. Every effort will be made to settle grievances expeditiously and at the lowest level of supervision.

22.2 SCOPE: The negotiated grievance procedure shall apply to matters of concern or dissatisfaction regarding the interpretation, application or violation of law, regulations, or this Agreement; conditions of employment; or relationships with agency supervisors and officials, including prohibited personnel practice charges, and disciplinary and adverse actions. It shall apply to all matters indicated above, whether or not set forth in this Agreement. The grievance procedure does not apply to:

- (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) classification of position which does not result in reduction of pay or grade for the employee;

- (f) non-selection for promotion from a group of properly ranked and certified candidates, unless the complaint alleges preselection or that a pattern of discrimination exists.

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

22.4 QUESTION OF GRIEVABILITY: Questions which cannot be resolved by the parties as to whether or not a grievance is subject to grievance or arbitration may be referred by either party to arbitration as a threshold matter.

22.5 PRESENTATION: The grievant(s) shall present the grievance in accordance with the following procedures. The grievance will be presented in writing at each step and will include the following as a minimum:

- (a) Name of grievant;
- (b) The Article of the Agreement alleged to have been violated, if the grievance is over a matter of interpretation or application of the Agreement, or the specific policy, regulation or practice being violated;
- (c) All known details to identify and clarify the basis for the grievance (i.e., who, what, when, where, why, and how.);
- (d) Specific personal relief suggested by the grievant;
- (e) Name of the grievant's representative.

When the employee does not select the Union to represent him during the informal stages of a grievance, the Union has a right to have an opportunity to have an observer present during any discussions with a supervisor concerning a grievance.

STEP 1: Employees who believe they have a grievance will present it in writing to their immediate supervisor or the management official/supervisor who took the action which gave rise to the grievance, within ten (10) workdays of the occurrence which gave rise to the grievance or when they became aware of the grievance. If the

employee(s) choose, they have a right to present the grievance with a representative of the Union. The immediate supervisor shall give the employee(s) a written decision within fifteen (15) days immediately if he does not have the authority to resolve the grievance.

STEP 2: If the grievance has not been resolved to the satisfaction of the employee or group of employees or if the immediate supervisor does not have the authority to resolve the grievance, the employee or group of employees will present the matter, within (10) work days of the immediate supervisor's decision, to the next higher level of supervision. The next level of supervision will attempt to resolve the grievance within ten (10) work days of the receipt of the matter. Decisions will be submitted in writing to the employee.

STEP 3: When a grievance reaches Step 3, it will be considered formal. The State Director receives all formal grievances in writing. The State Director or his designee will issue a decision within fifteen (15) work days of the formal grievance. If the grievant is not satisfied with the decision of the State Director or his designee, the Union may invoke arbitration on accordance with Article 23.

22.6 TIME FRAMES: If the Employer fails to respond to a grievance within the specified time frame, the grievance moves to the next step. If the grievant(s) fails to present the grievance to the next higher level within the specified time frame, the grievance is terminated.

22.7 ARBITRATION: If the grievance is not satisfactorily settled by the previous procedures, the matter may be referred to arbitration only by the Union or Employer. By mutual consent of the Parties, disputes may be referred to the Federal Mediation and Conciliation Service (FMCS) for binding decision.

22.8 GRIEVANCES ON ADVERSE ACTIONS: The Union may refer a grievance over adverse action directly to arbitration in accordance with Article 23.

ARTICLE 23 - ARBITRATION

23.1 CONDITIONS FOR INVOKING ARBITRATION: The Union or Employer may invoke arbitration within thirty (30) work days after either party has determined that a satisfactory settlement cannot be reached in resolving disagreements under the grievance procedure.

23.2 SELECTING AN ARBITRATOR: The party invoking arbitration will request the Federal Mediation and Conciliation Service (FMCS) to furnish the parties a list of seven (7) impartial persons qualified to act as arbitrators who live in the New Jersey area. An informational copy of the request will be sent to the other party. The Employer and the Union shall agree, within ten (10) working days after receipt of the list, upon one of the listed arbitrators. If they cannot agree, they will each strike one name from the list and

shall repeat the procedures. The party striking first shall be decided by a flip of the coin. The remaining individual shall be the duly selected arbitrator. The arbitrator's decision shall be binding on the parties, unless either party files exceptions to an award with the Federal Labor Relations Authority under regulations prescribed by the Authority. The fees and expenses of the arbitrator and the cost of the necessary expenses shall be borne equally by the 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.

23.3 DESIGNATION OF ARBITRATOR: If either party unduly delays, fails to act, or refuses to participate in the selection process, the other party may unilaterally request the FMCS to appoint an arbitrator so that the dispute can be speedily resolved. If either party refuses to participate in the hearing without just cause after due notice, the hearing will proceed and the arbitrator will render a decision based on the evidence presented.

23.4 ISSUES OF ARBITRATION: If the parties fail to agree on a joint submission of the issue for arbitration, each shall present a separate submission to the arbitrator who shall determine the issue or issues to be heard.

23.5 USE OF OFFICIAL TIME: The Employer and the Union will request that the arbitration hearing be held during the regular working hours of the basic workweek. The aggrieved employee, and a reasonable number of necessary employee witnesses, shall be permitted to participate in the hearing on official time. Union representatives who may not be employees of the activity shall be permitted to participate in the arbitration proceedings. Employees serving as Union representatives for the grievant shall be on official time when participating in the arbitration hearing.

23.6 SCOPE OF ARBITRATOR'S AUTHORITY: As necessary to reach a decision, the arbitrator shall have the authority to interpret and define this Agreement, Agency instructions, the Federal and Department Personnel Manuals (FPM and DPM) and applicable laws. The arbitrator shall have no authority to add to, subtract from, alter or modify any terms of the Agreement, agency instructions, the FPM and DPM, and applicable laws.

23.7 TIME LIMIT: The arbitrator will be requested to render a decision and remedy to the Employer and the Union as quickly as possible, but in any event no later than thirty (30) days after the conclusion of the hearing unless the parties otherwise agree.

23.8 ARBITRABILITY QUESTIONS: Either party to an arbitration may raise the issue of whether the question is arbitrable. If so, the question of arbitrability becomes part of the grievance. Unless the arbitrator can rule immediately that the question is not arbitrable,

he/she will hear arguments and/or testimony on both the arbitrability question and the issue during the same hearing. The parties may mutually agree otherwise in instances such as highly complex cases which would involve several days of hearings.

ARTICLE 24 - DUES DEDUCTION

24.1 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 Exhibit A.

ARTICLE 25 - CONTRACTING OUT OF WORK

25.1 GENERAL: Management agrees to comply with all provisions of OMB Circular A-76, and other applicable laws, regulations and FLRA decisions concerning contracting out.

25.2 INFORMATION

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

- 1) Bid Solicitations
- 2) Contract Specifications
- 3) List of Bidders (Name Only, post award)
- 4) The Most Highly Qualified Technically Acceptable Proposal and amount, post award.

ARTICLE 26 - DURATION OF AGREEMENT

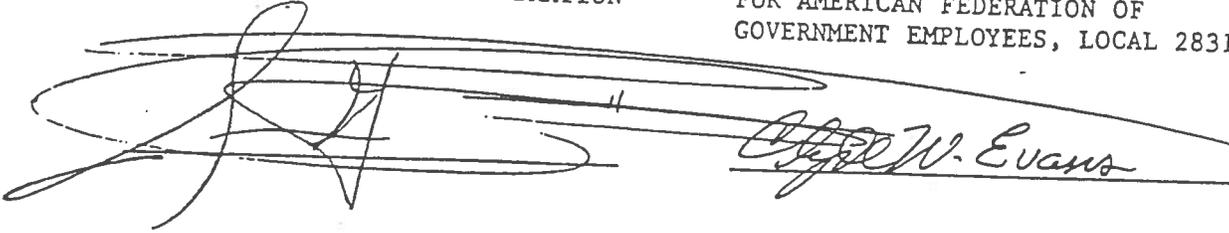
26.1 TERM: The effective date of this agreement shall be the date of approval by the Director of Personnel, United States Department of Agriculture, on thirty (30) days following execution by the parties. It shall remain in effect for three (3) years. However, the Agreement may be renewed on the anniversary date for an additional three (3) year period unless sixty (60) calendar days and not more than one hundred and five (105) calendar days prior to such date either party gives written notice to the other of its desire to effect changes in the Agreement. The notice must be acknowledged by the other party within ten (10) days of receipt, and negotiations for an amended Agreement shall begin at least twenty (20) days prior to the anniversary date. This Agreement will remain in effect during renegotiations.

26.2 AUTOMATIC RENEWAL: If neither party serves notice that it wishes to renegotiate this Agreement, it shall continue in effect for an additional three (3) year period, subject to the provisions of this Article.

IN WITNESS WHEREOF the parties hereto have caused this Basic Labor-Management Agreement to be executed on this 15~~th~~ day of June 1987.

FOR FARMERS HOME ADMINISTRATION

FOR AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES, LOCAL 2831

The image shows two handwritten signatures. The signature on the left is for the Farmers Home Administration and is highly stylized and scribbled. The signature on the right is for the American Federation of Government Employees, Local 2831, and is written in a cursive script that reads "W. Evans". Both signatures are written over horizontal lines.

MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT OF AGRICULTURE AND THE AMERICAN
FEDERATION OF GOVERNMENT EMPLOYEES

EXHIBIT A

This Memorandum of Understanding is between the Department of Agriculture, hereinafter referred to as USDA, and the American Federation of Government Employees, hereinafter referred to as AFGE.

I. It is agreed that this Agreement is subject to and governed by CSRA.

II. The individual employee of the USDA who is a member of the AFGE and included within an exclusive unit shall obtain his/her SF-1187, REQUEST AND AUTHORIZATION FOR VOLUNTARY ALLOTMENT OF COMPENSATION FOR PAYMENT OF EMPLOYEE ORGANIZATION DUES, from AFGE and shall file it with the designated AFGE representative, who will forward it to the Personnel Office of the Agency. In those cases wherein management and the union disagree regarding the eligibility of an employee for dues withholding, both parties acknowledge that such representation disputes are the sole function of the FLRA and accordingly agree that the dues of such an employee shall be placed in an escrow account pending an appropriate Authority determination. The employee shall be instructed by AFGE to complete Part A and Part B. No other number must appear in the block provided as "identification Number" except the employee's Social Security Number.

III. Deductions will be made each pay period by the USDA and remittances will be made each pay period to the National Office of the AFGE. Remittances shall be accompanied by a computer tape, one for each pay period, by Locals, showing the names of the member employees from whose pay dues were withheld, the amount withheld, the code number of the Local to which each employee member belongs, social security number, and will be summarized to show the number of members for whom dues were withheld, total amount withheld, and the amount due the Local. Each tape will also include the name of each employee member for that Local who previously made an allotment for whom no deduction was made whether due to leave without pay or other cause. Such employee shall be designated with an appropriate explanatory term.

IV. It is agreed that Part A of SF-1187, including the insertion of code numbers of the AFGE (52) and the appropriate Local number, will be executed by the Financial Officer of the Local to which the employee member belongs or by the National Secretary-Treasurer of the AFGE, if the member is a member-at-large. The amount so certified shall be the amount of the regular dues (exclusive of initiation fees, assessments, back dues, fines and similar charges and fees). One standard amount for all employees or different amounts of dues for different employees may be specified. If there should be any change in the dues structure or amount, a blanket authorization listing each employee's name and social security number, and the amount of dues to be withheld will be submitted to the appropriate payroll office. The listing will be identified by labor organization and Local codes. Only one such change may normally be made in any period of twelve consecutive months for a given Local.

V. The payroll office of the USDA will terminate an allotment per a request received in accordance with any one of the following:

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

- (2) at the end of the pay period during which an employee member is separated from the USDA;
- (3) at the end of the pay period during which the payroll office receives notice from the AFGE or a Local of the AFGE that the employee member has ceased to be a member in good standing;
- (4) effective September 1, 1979, and each September 1 thereafter for all allotments in effect as of September 1, 1978.
- (5) on the annual anniversary date of each allotment completed after September 1, 1978.

VI. The USDA payroll office will send to the National Financial Officer of the AFGE a copy of each written revocation of an authorization which it receives. Revocation must be submitted to the appropriate Local in writing over the signature of the member on the Standard Form 1188 and must be submitted to the appropriate Personnel Office not earlier than the first day of the month prior to the annual date upon which revocation may be effected in accordance with the above.

Agreed to on the 15th day of January, 1979, and as amended by FLRA decision No. 0-PS-1 on April 19, 1979.

W. F. ...
 Director of Personnel
 US Department of Agriculture

K. B. ...
 National President
 American Federation of
 Government Employees

6/22/79
 Date

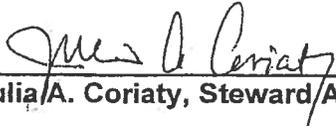


AFGE LOCAL 2831

September 16, 2005

Reference to PM Notice 2482 dated 9/2/05, as steward for Local 2831, I agree to adoption of implementation of Notice by USDA-Farm Service Agency in NJ.

As discussed by teleconference on 9/15/05, in addition, training on the new FSA Performance Management System will take place for all bargaining unit employees, and other staff, after Supervisory personnel receive training on the new management system.



Julia A. Coriaty, Steward/AFGE Local 2831



Paul Hlubik, State Executive Director, FSA



AFGE LOCAL 2831

October 17, 2003

Reference to PM Notice 2379 dated 10/14/03, as steward for Local 2831, I agree to adoption of changes below discussed at Management/Union teleconference on 10/16/03 regarding this notice.

Adoption of this Notice will be on a temporary case-by-case only for State Office Bargaining Unit employees that would be eligible to participate in the pilot FSA Flexiplace Program, as outlined in 4A of this Notice. Implementation of this pilot program will not take effect, only as stated in this paragraph which stands in agreement between management and union.

Extenuating circumstances in a bargaining unit employee's life will dictate the temporary case by case scenario of adoption of this Notice. Form FSA-10 will then be filled out, specifying the time limit of the temporary Flexiplace Work Agreement, and signed by the Supervisor.

Julia A. Coriaty, Steward, AFGE Local 2831



FEDERAL LABOR RELATIONS AUTHORITY

U.S. DEPARTMENT OF AGRICULTURE, FARMERS HOME ADMINISTRATION
(Respondent/Activity)

and

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO
(Labor Organization/Petitioner)

Case No. 2-RO-30011

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the undersigned Regional Director of the Federal Labor Relations Authority, in accordance with the provisions of Chapter 71 of Title 5 of the U.S.C., and in accordance with the Regulations of the Federal Labor Relations Authority; and it appearing that a majority of the valid ballots has been cast for a representative for purpose of exclusive recognition;

Pursuant to authority vested in the undersigned,

IT IS HEREBY CERTIFIED that AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 2831, AFL-CIO

has been designated and selected by a majority of the employees of the above-named Activity or Agency, in the unit described below, as their representative for purposes of exclusive recognition, and that pursuant to Chapter 71 of Title 5 of the U.S.C., the said organization is the exclusive representative of all the employees in such unit.

UNIT: All professional and nonprofessional employees of the United States Department of Agriculture, Farmers Home Administration, in the State of New Jersey, including temporary employees whose employment is one year or more, excluding the State Director, District Directors, Assistant District Directors, County Supervisors, and county committeemen, employees engaged in federal personnel work in other than a purely clerical capacity, management officials, supervisors, confidential employees, employees engaged in administering the Statute, employees engaged in intelligence or other security work directly affecting national security, employees primarily engaged in investigation or audit functions related to the internal security or integrity of the agency as described in 5 USC 7112(b)(1)(2)(3) 4)(6) and (7).

Federal Labor Relations Authority

James E. Peterson
Acting Regional Director

Dated: September 6, 1983

Region II

Attachment: Service Sheet

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
REGION II

U.S. DEPARTMENT OF AGRICULTURE,
FARMERS HOME ADMINISTRATION
(Activity)

and

Case No. 2-CU-40008

AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES, LOCAL 2831,
AFL-CIO

(Labor Organization/Petitioner)

CLARIFICATION OF UNIT

Pursuant to Section 2422.2(c) of the Regulations of the Federal Labor Relations Authority, a petition was filed seeking clarification of the unit with respect to the job classification of Assistant District Directors.

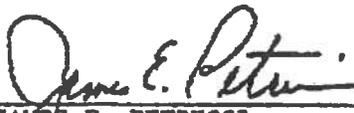
On February 27, 1984, the undersigned issued a Decision and Order on the petition, finding that the Assistant District Directors are neither supervisors nor management officials within the meaning of Section 7103(a)(10) and (11), respectively, of the Statute, and thus should be included in the unit represented by the Petitioner.

No timely application for review having been filed, pursuant to the authority vested in the undersigned,

IT IS HEREBY ORDERED that the unit for which the Petitioner was certified as the exclusive representative be, and hereby is, clarified by including in such unit the classification of Assistant District Directors, and is thus clarified to read as follows:

All professional and nonprofessional employees of the United States Department of Agriculture, Farmers Home Administration, in the State of New Jersey, including Assistant District Directors, and temporary employees whose employment is one year or more, excluding the State Director, District Directors, County Supervisors, and county committeemen, employees engaged in federal personnel work in other than a purely clerical capacity, management officials, supervisors, confidential employees, employees engaged in administering the Statute, employees engaged in intelligence or other security work directly affecting national security, employees primarily engaged in investigation or audit functions related to the internal security or integrity of the agency as described in 5 USC 7112(b)(1)(2)(3)(4)(6) and (7).

Dated at New York, New York this 11th day of May, 1984.



JAMES E. PETRUCCI
Regional Director, Region II
Federal Labor Relations Authority
Room 24-102, 26 Federal Plaza
New York, New York 10278

Attachment: Service Sheet

**MEMORANDUM OF UNDERSTANDING
CONCERNING UNION SUCCESSORSHIP**

between

USDA, FARM AND FOREIGN AGRICULTURAL SERVICE

CONSOLIDATED FARM SERVICE AGENCY

NEW JERSEY STATE

and

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES LOCAL 2831

SECTION I. AGREEMENT

The undersigned hereby agree, in accordance with the provisions of the Federal Crop Insurance and Department of Agriculture Reorganization Act of 1994 (Act), that successorship should be granted to AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES LOCAL 2831 for the bargaining unit described in Section III of this agreement. We jointly seek certification of this unit and exclusive representative from the Federal Labor Relations Authority (FLRA) under the provisions of the Act and the Federal Labor Management Relations Statute (Statute).

SECTION II. EXISTING AFFECTED UNITS

The AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES LOCAL 2831 was certified in 1983 as exclusive representative for the unit and for the following unit as clarified in 1984 to also include assistant District Directors in the unit.

INCLUDED: All professional and nonprofessional employees of the United States Department of Agriculture, Farmers Home Administration, in the State of New Jersey, including Assistant District Directors, and temporary employees whose employment is one year or more.

EXCLUDED: The State Director, District Directors, County Supervisors, and county committeemen, employees engaged in federal personnel work in other than a purely clerical capacity, management officials, supervisors, confidential employees, employees engaged in administering the Statute, employees engaged in intelligence or other security work directly affecting national security, employees primarily engaged in investigation or audit functions related to the internal security or integrity of the agency as described in 5 USC 7112(b)(1)(2)(3)(4)(6) and (7).

SECTION III. SUCCESSOR UNIT

A bargaining unit will be created for all eligible employees of the Consolidated Farm Service Agency in the state of New Jersey and will be described as follows:

All professional and non professional employees employed by the United States Department of Agriculture, Consolidated Farm Service Agency in the State of New Jersey, excluding all employees of the Risk Management Regional Service Office or the Risk Management Compliance Office, management officials, supervisors, and employees described in Title 5, U.S.C.7112(B)(2),(3),(4),(6) AND (7).

SECTION IV. EXCLUSIVE REPRESENTATIVE

The exclusive representative for the unit described will be AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES LOCAL 2831.

Agreed on this _____ day of _____, 1996

DEBRA BORIE-HOLTZ
CFSA

Clyde W. Evans

AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES
LOCAL 2831

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Agreed on this _____ day of _____, 1996

DEBRA BORIE-HOLTZ
CFSA

Charles W. Evans

AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES
LOCAL 2831

**MEMORANDUM OF UNDERSTANDING
CONCERNING UNION SUCCESSORSHIP**

between

USDA, FARM AND FOREIGN AGRICULTURAL SERVICE

CONSOLIDATED FARM SERVICE AGENCY

NEW JERSEY STATE

and

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SECTION II. EXISTING AFFECTED UNITS

The AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES LOCAL 2831 was certified in 1983 as exclusive representative for the unit and for the following unit as clarified in 1984 to also include assistant District Directors in the unit.

INCLUDED: All professional and nonprofessional employees of the United States Department of Agriculture, Farmers Home Administration, in the State of New Jersey, including Assistant District Directors, and temporary employees whose employment is one year or more.

EXCLUDED: The State Director, District Directors, County Supervisors, and county committeemen, employees engaged in federal personnel work in other than a purely clerical capacity, management officials, supervisors, confidential employees, employees engaged in administering the Statute, employees engaged in intelligence or other security work directly affecting national security, employees primarily engaged in investigation or audit functions related to the internal security or integrity of the agency as described in 5 USC 7112(b)(1)(2)(3)(4)(6) and (7).

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USDA-ASCS NJ

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*** ACTIVITY REPORT ***

TRANSMISSION OK

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PAGES	4
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**MEMORANDUM OF UNDERSTANDING
CONCERNING UNION SUCCESSORSHIP**

between

**USDA, FARM AND FOREIGN AGRICULTURAL SERVICE
CONSOLIDATED FARM SERVICE AGENCY
NEW JERSEY STATE**

and

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES LOCAL 2831

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SECTION II. EXISTING AFFECTED UNITS

In 1983, AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES LOCAL 2831 was certified as the exclusive representative for the following unit:

INCLUDED: All non professional employees employed by the United States Department of Agriculture, Farmers Home Administration in the State of NEW JERSEY.

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

SECTION III. SUCCESSOR UNIT

A bargaining unit will be created for all eligible employees of the Consolidated Farm Service Agency in the state of NEW JERSEY and will be described as follows:

All non professional employees employed by the United States Department of Agriculture, Consolidated Farm Service Agency in the State of NEW JERSEY, excluding

all employees of the Risk Management Regional Service Office or the Risk Management Compliance Office, professional employees, management officials, supervisors, and employees described in Title 5, U.S.C. 7112(b)(2),(3),(4),(6) and (7).

SECTION IV. EXCLUSIVE REPRESENTATIVE

The exclusive representative for the unit described will be AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES LOCAL 2831.

Agreed on this 20 day of December 1995.

Alma Bore - bth
CFSA

Clyde W. Evans
AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES
LOCAL 2831