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Department of  
Agriculture

Office of the  
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Office of  
Human Resources  
Management

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TO: Jim Keim, Labor Relations Specialist  
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FROM: Paula Lucak, Program Manager for Labor Relations  
Office of Human Resources Management/USDA 

SUBJECT: Review of Negotiated Agreement between the Rural  
Housing Service (RHS), Centralized Servicing Center (CSC) in St.  
Louis, MO and the American Federation of Government Employees  
(AFGE), AFL-CIO, Local 3354

This is to advise you that the subject Agreement as executed on October 29, 2009, has been reviewed in accordance with 5 U.S.C. 7114(c), and found to conform with law, rule, and regulation. Therefore, the Agreement is approved and becomes effective the date of this memorandum, November 25, 2009.

Congratulations go to the Parties on the successful completion of negotiations and for a master collective bargaining agreement that meets the threshold for approval under the Federal Service Labor-Management Relations Statute (5 U.S.C. Chapter 71).

Please provide an electronic copy and two hard copies of the signed Agreement to this office when it has been printed in final form.

**LABOR MANAGEMENT RELATIONS  
AGREEMENT**

**BETWEEN**

**USDA RURAL DEVELOPMENT  
CENTRALIZED SERVICING CENTER**

**AND**

**AFGE LOCAL 3354**

Effective 25 November, 2009 to 24 November, 2012

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# **PREAMBLE**

Pursuant to the policy set forth in Title VII of the Civil Service Reform Act of 1974 and subject to all applicable statutes and to regulations issued by the US Office of Personnel Management, this Labor-Management Agreement, together with any and all subsequent supplemental agreements and/or amendments, constitute a total Agreement and is entered into by and between the US Department of Agriculture (USDA), Rural Development, Centralized Servicing Center (CSC), hereinafter referred to as the Employer, and the American Federation of Government Employees (AFGE), AFL-CIO, Local 3354, hereinafter referred to as the Union, for the employees in the described unit, hereinafter referred to as the Employees.

# **ARTICLE 1**

## **RECOGNITION, UNIT DESCRIPTION, AND COVERAGE**

### **SECTION 1. RECOGNITION.**

The Employer recognizes the right of Employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them. The Union recognizes its responsibility to represent the interests of all Employees in the unit without discrimination based upon race, color, creed, sex, age, handicap, national origin, and labor organization membership, with respect to grievances, personnel policies and practices and other matters affecting general working conditions.

### **SECTION 2. DESCRIPTION OF BARGAINING UNIT.**

Under authority contained the Federal Service Labor-Management Relations Statute and in accordance with Federal Labor Relations Authority Certificate of Representative dated September 22, 1997, DE-RP-70037, the Employer recognizes the Union as the exclusive representative of all bargaining unit Employees of the USDA Centralized Servicing Center. A copy of the Certificate of Representative is contained in Appendix 2. The bargaining unit as reflected on the above-cited Certificate of Representative is described as:

**INCLUDED:** All nonprofessional Employees of the U.S. Department of Agriculture (USDA), Rural Housing Service (RHS), Centralized Servicing Center, St. Louis, Missouri.

**EXCLUDED:** All professional Employees; temporary Employees with expectation of continued employment of ninety (90) days or less; management officials; supervisors; and Employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7).

### **SECTION 3. FEDERAL LABOR RELATIONS AUTHORITY.**

The Parties agree that any questions related to the bargaining unit status of any position(s) will be resolved in accordance with applicable rules, regulations and procedures of the Federal Labor Relations Authority.

#### **SECTION 4. GOVERNING LAWS AND REGULATIONS.**

In the administration of all matters covered by this Agreement, the Parties and Employees are governed by existing or future laws and regulations of appropriate authorities, and by existing published Department and Agency rules and regulations consistent with provisions of the Federal Service Labor Management Relations Statute. The Union waives no right by agreeing to this section.

#### **SECTION 5. PAST PRACTICES AND PREVIOUS AGREEMENTS.**

As of the effective date of the Agreement and except as expressly agreed by the Parties, all past practices and previously negotiated agreements between the Union and the Employer that conflict with the terms and conditions of the agreement are null and void. All such past practices and negotiated agreements which do not conflict with the terms and conditions of the Agreement remain in full force and effect as long as they are consistent with law and existing Government-wide rules and regulations.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

The Employer and Union recognize and agree to abide by the obligations stated in the Federal Service Labor-Management Relations Statute (FSLMRS). The Employer retains all management rights outlined in Section 7106(a) of the FSLMRS. The Employer has waived none of its statutory management rights by entering into this Agreement. The Parties agree that any changes in working conditions or past practices that are not in direct conflict with the provisions of this Agreement are subject to bargaining with the Union as required by law and Article 30 of this Agreement.

# **ARTICLE 3**

## **EMPLOYEE RIGHTS AND OBLIGATIONS**

### **SECTION 1. EMPLOYEE RIGHTS.**

- A. The Union has not waived any of its statutory rights nor any statutory rights of its Employees by entering into this Agreement. Employees have the rights contained in Chapter 7 of the Federal Service Labor-Management Relations Statute (FSLMRS). Nothing in this Agreement is to be construed as waiving any rights under the Statute.
- B. Supervisors who retain personnel files for Employees will do so in compliance with the Privacy Act. Upon request, Supervisors will arrange for Employees to review and/or obtain copies of their personnel files.
- C. An Employee who does not understand an instruction/order communicated to him/her by a management official has the right to request clarification of that instruction/order. A Supervisor's order must be complied with once given whether or not the Employee believes those instructions to be consistent, fair, or reasonable. An Employee who concludes that a Supervisor's instruction(s)/order(s) are not consistent, fair, or reasonable has the right to pursue his/her dissatisfaction through the negotiated grievance procedure.
- D. No Employee will be subjected to intimidation, coercion, harassment or retaliation by management officials.

### **SECTION 2. RIGHT TO UNION REPRESENTATION.**

- A. The Union has the right to be present during formal discussions involving bargaining unit Employees. Additionally, Employees shall have the opportunity for Union representation, upon request, in the following types of Management-initiated meetings:
1. When an Employee is asked questions during a formal counseling, warning, or disciplinary meeting regarding misconduct. An Employee is formally counseled when a written record of such counseling is developed and a copy provided to the Employee. When the purpose of the meeting is solely for the supervisor to deliver to the Employee a disciplinary letter or a record of counseling, there is no entitlement to union representation.
  2. An Employee is being questioned during an investigative interview and the Employee reasonably believes that disciplinary action may result.
- B. The procedures contained in this section are not intended to apply to any formal investigation conducted by an investigative or law enforcement organization outside the Department of Agriculture (USDA), or any inquiry involving possible criminal conduct or conduct affecting the safety or internal

security of the Agency or its Employees. Furthermore, this procedure is not intended and will not be interpreted to unreasonably restrict or delay Management in the lawful exercise of its statutory right to take disciplinary action. Rather, the sole purpose of this procedure is to permit the Employee whose conduct is under investigation an opportunity to address an allegation of questionable conduct prior to the issuance of a decision to take disciplinary or adverse action based on misconduct.

### **SECTION 3. USE OF GOVERNMENT EQUIPMENT AND/OR FACILITIES.**

A. Supervisors will authorize use of Agency/Government equipment and/or facilities to access communications provided on the Rural Development (RD) Employee Intranet, and/or for limited personal use (e.g. telephones, e-mail, internet, fax, and copiers). The Supervisor will designate a time for use and it normally will not exceed 10 minutes daily for Full-Time Employees. This Section will not apply to those work areas where current arrangements exist at the time of this Agreement, such as Telephones Sections. Authorized use will be in accordance with the following:

1. Such use will not adversely affect the performance of official duties by the Employee or of any other Employee.

2. Such use reasonably could not have been done during non-duty hours. Whenever possible, Employee use of Government equipment and/or facilities will be carried out during official breaks, lunch periods, and other non-work periods.

3. Such use involves minimal or no expense to the Government, does not interfere with the Agency's operation, and does not violate Government ethics rules.

4. Employees must refrain from using Government equipment or facilities for activities that are inappropriate or offensive to co-workers or to the public. Examples of prohibited activities include, but are not limited to, use of sexually explicit material or material that ridicules others on the basis of race, creed, religion, color, sex, handicap, national origin or sexual orientation.

5. Employees cannot use Government equipment and/or facilities to run their own or to perform work for a personal or private business.

B. Consistent with current Government-wide regulations, an Employee who makes unauthorized use of Government equipment and/or facilities may be subject to criminal, civil, or administrative action including suspension or removal.

### **SECTION 4. EMPLOYEE ATTIRE.**

A. While on duty, Employees will dress in a neat and orderly manner, consistent with the environment in which they work and that is conducive to safety. Employees' attire will be in good repair and will not be inappropriately revealing for the office environment.

B. Employees should dress in business casual attire when the Employee is attending a meeting or conference, making a formal presentation, delivering formal training, or otherwise representing the

Agency. On a daily basis and except as noted above, attire that is permitted includes business attire, business casual attire, jeans, and cropped or Capri pants (below the knee). Attire that is not permitted includes shorts and exercise or workout wear.

C. Employees may be requested to dress in business casual attire when there are visitors in the workplace. Employees will be provided prior notice regarding such visits. Dressing in business casual attire when performing one's normal duties may be requested but will not be required.

## **SECTION 5. ADMINISTRATIVE LEAVE FOR AGENCY / UNION SPONSORED ACTIVITIES.**

A. Employees may use thirty (30) minutes per month of administrative leave to attend various Union-sponsored meetings subject to Supervisory approval based on workload consideration. The Employee must submit the request in writing to the Supervisor at least one day in advance of the planned use.

B. The Union will provide Management notice of meetings for which Employees might be requesting administrative leave, as soon as possible but at least ten (10) days in advance of the meeting. The Union will schedule multiple sessions of the meetings to lessen the impact to business operations. It is understood that such meetings will not be scheduled on Mondays or Fridays or any workday following a holiday.

# **ARTICLE 4**

## **TRAINING AND CAREER DEVELOPMENT**

### **SECTION 1. SCOPE AND COVERAGE.**

The Employer and the Union agree that the training and development of Employees in the bargaining unit is a matter of importance to the parties. The Employer will make every reasonable effort to provide training and development to all Employees, including, but not limited to, training necessary to carry out all requirements of their job within a reasonable length of time after entering a new position. The Employer and the Union also recognize that each Employee is responsible for applying reasonable effort, time, and initiative in increasing his/her potential through self-development and training. There will be a yearly reminder to all Employees of the availability of Government-sponsored training program, the general scope of training, criteria for approval of training, and nomination procedures.

### **SECTION 2. TYPES OF TRAINING.**

- A. **JOB-RELATED TRAINING** consists of training that relates directly to the Employee's current job duties. When the Employer determines that training directly related to accomplishing the Employee's job requirements is necessary, the Employer shall, consistent with its needs and resources, provide the Employee the appropriate training. Employees may recommend to the supervisor training that is job-related at any time.
- B. **CAREER DEVELOPMENT TRAINING** is training to improve general skills, knowledge, abilities, and career growth potential for Employees. It may include, but is not limited to, training related to the work of the Centralized Servicing Center (CSC), but not necessarily to the work currently performed by the Employee, cross training on job assignments, Office of Personnel Management or other Government-provided training in accordance with appropriate rules and regulations.

### **SECTION 3. SELECTION FOR TRAINING.**

- A. The parties recognize that the choice of subject matter, areas of training, selections, and assignment of training priorities, and the selection of Employees to be trained are responsibilities of the Employer, which the Employer will carry out in accordance with applicable laws, regulations, and this agreement. The parties agree that job-related training and associated travel is a duty assignment.
- B. Training nominations and selections will be carried out in accordance with equal employment opportunity guidelines and supportive of affirmative action goals. Selection for training shall be carried out in a fair and equitable manner based on the needs of the organization and its Employees.

- C. The Employer will provide a basic training program for new CSC Employees, which normally will be completed within the Employee's first year of service. This program will include an overview of the CSC mission, as well as job-related training necessary for Employees to carry out the minimum requirements of the job.
- D. If training will lead directly to promotion opportunities, selection for such training shall be in accordance with the procedures contained in Article 12, Merit Promotion Program.
- E. When the Agency requires Employees to attend job-related training courses and attendance at the course will require a change in work schedule or in location, the Employer will make every reasonable effort to grant the Employee notice two weeks in advance of the training.
- F. When the Employee submits a timely request for career development training (i.e., at least thirty [30] days in advance of the training), the Employer will notify the Employee at least twenty-four (24) hours prior to onset of the training whether the request has been approved or disapproved. Whenever possible, such notification will be in writing.
- G. The Employer will approve or provide a reasonable amount of training regarding resume writing, and Knowledge, Skills, and Abilities completion, dependent upon the availability of funds.

#### **SECTION 4. INDIVIDUAL DEVELOPMENT PLAN.**

- A. Individual Development Plans (IDPs) will be prepared in accordance with Rural Development Instruction 2057-D and this Agreement and consistent with Public Law 85-507, "*The Government Employee's Training Act*," and any other applicable laws and regulations.
- B. The IDP provides Management officials and Employees with a systematic process, which will enable them to effectively identify the individual development needs of the Employee related to the performance of the official duties and responsibilities of the position, select optimum development activities, and prepare development schedules.
- C. IDPs will be updated annually and communicated to full-time employees during the annual performance discussion. Employee input will be obtained in basically the same manner such input is obtained for performance plans.
- D. The Employer will remind Employees annually about the availability of self-paced training. Employees should participate in self-paced training to the maximum extent possible to meet training identified in the IDP.
- E. The Employer will explore the possibility of bringing training courses in-house when there is widespread interest in the training subject.
- F. The parties recognize that some training identified in the IDP, such as non-mandatory career development training, will be taken on the Employee's own time.
- G. A tentative plan for scheduling the specific training and developmental activities required to fulfill an individual Employee's IDP in a given fiscal year will be included in the IDP. To the maximum

H. Whatever job-related training is scheduled on the IDP will be carried out as long as resources are available and except for emergency or unforeseen work situations, which would preclude the Employee's release.

## **SECTION 5. TRAINING COSTS.**

A. The Employer will pay all authorized expenses in connection with job-related training that has been required by the Agency.

B. When required training is scheduled during the Employee's regularly scheduled work hours, he/she will be granted time to attend the training. Employees may be required to modify their work hours to comply with the hours of the training. For training that is approved, but not required, the Employee may request appropriate leave or a schedule adjustment to attend the program. Such requests will be granted wherever possible for job-related training identified in the Employee's IDP.

C. Management agrees to publish the amount of training funds available to CSC Employees when the allocation for the fiscal year becomes known.

## **SECTION 6. CSC-RELATED TRAINING**

A. Dependent upon the availability of funds and consistent with organizational training priorities, the Employer will make available to Employees the opportunity to participate in training related to the mission and goals of the CSC, although not necessarily related to duties the Employee is currently performing.

B. Employees will receive periodic written notification regarding such training opportunities. The Employer will encourage Employees to request pre-payment to avoid delays in reimbursing the Employee for CSC related training. Employees who wish to have tuition costs reimbursed or pre-paid by the agency must apply and be approved at least one week in advance of the start date of the training. Such employees must complete an application for tuition reimbursement/pre-payment, the Standard Form (SF) 182, "Request, Authorization, Agreement and Certification of Training", and a copy of the course description. Additionally employees must provide documentation of tuition, books, and other related costs prior to receiving pre-payment or reimbursement. A copy of the SF-182 is contained in Appendix 6 of this Agreement. To be eligible for reimbursement or pre-pay of tuition--

1. Employees must have at least 1 year of current continuous civilian service in order to be eligible for training in a non-Government facility, such as an accredited post-secondary school, college, or university.

2. Reimbursement or prepayment of fees will be limited to \$500 per course. No employee will be reimbursed more than \$1500 per fiscal year.

3. The Employee must submit evidence of the successful completion of the course to be eligible for tuition assistance/reimbursement. Successful completion of the course means receipt of course credit. Employees will not be reimbursed for taking the same course over again.

C. If requests for such training exceed funding available for CSC-related training, requests will be approved on a first come, first served basis, as determined by the date received in the Director's office. Service computation date will be used as a tiebreaker for requests received the same date. To be approved, a course need not be related to the Employee's current assignment but must be related to the mission and goals of the CSC. Such courses may include, but are not limited to--

1. Computer-Related Courses.
2. Communications and Language Courses (English, Spanish or other languages determined to be routinely required to carry out the work of the CSC).
3. Accounting and General Business or Public Administration Courses.

## **SECTION 7. RETRAINING AND REQUIRED ADDITIONAL TRAINING.**

A. When advance knowledge of the impact of pending changes in function, organization, and mission is available, it shall be the responsibility of the Employer to plan for required retraining of the Employees involved.

B. The Employer will, whenever possible, give advance notice to the Union regarding processes, which would result in substantive change of work assignments or require additional training. Such notice will be provided in accordance with timeframes and procedures outlined in Article 30, Mid-Term Bargaining.

# **ARTICLE 5**

## **CONTRACTING OUT**

### **SECTION 1. NOTIFICATION.**

- A. The Employer agrees to notify the Union in writing when a study pursuant to Office of Management and Budget (OMB) Circular A-76 is being initiated which concerns the potential contracting out of a complete work function currently performed by bargaining unit Employees. This Article does not apply to actions taken by the Employer to simply augment its current work force through the use of temporary help obtained by contract or other Agreement when an Employer work function is not being wholly contracted out.
- B. The Employer will notify the Union at least thirty (30) calendar days prior to implementing a decision to contract out work, which substantially impacts Employees in the bargaining unit.
- C. Management agrees to provide the Union with copies of any draft Request for Proposal/Invitation for Bids/Statements of Work involving the type of work currently performed by members of the bargaining unit. The Union will be given ten (10) calendar days to comment.
- D. When as provided in paragraph A, above, an A-76 study is to be carried out, periodic briefings will be held with affected bargaining unit Employees for the purpose of providing timely information concerning such studies. The Employer will provide monthly written statements when there is updated information.

### **SECTION 2. COMPLIANCE.**

The Employer agrees to exercise its right to make determinations with respect to contracting out in accordance with controlling laws, rules and regulations, including the Office of Management and Budget (OMB) Circular A-76, as it may be revised from time-to-time by OMB.

### **SECTION 3. INFORMATION.**

The Employer agrees to provide the Union access to all regulations relevant to contracting out which are maintained on site.

## **SECTION 4. IMPACT AND IMPLEMENTATION.**

- A. The Union will have the opportunity to consult with and provide input to Employer who agrees to consider the views and recommendations of the Union before proceeding with a decision to contract out.
- B. The Employer agrees that, prior to implementing a decision to contract out and except in cases of overriding exigency, the Union will be given the opportunity to timely negotiate regarding the impact and implementation of such a decision, which substantially impacts bargaining unit Employees.
- C. Should a decision be made to contract out work currently performed by bargaining unit Employees, the Employer will provide the Union and all affected bargaining unit Employees periodic briefings throughout the contracting out process.

## **SECTION 5. ASSISTANCE FOR EMPLOYEES.**

The Employer agrees to make every reasonable effort to assist Employees subject to a reduction in force because of a decision to contract out.

# **ARTICLE 6**

## **REASSIGNMENTS, DETAILS, AND TEMPORARY PROMOTIONS**

### **SECTION 1. REASSIGNMENTS**

- A. A reassignment is the permanent movement of an Employee from one position to another position, at the current grade level and without known promotion potential.
- B. The Parties recognize that reassignments may be accomplished by any of the following means: (1) direction of the Employer, (2) granting an Employee's request made known to the immediate supervisor provided a vacancy exists for which the Employee meets all applicable qualifications and requirements, (3) through the application process for which there is a current open vacancy announcement, or (4) granting an employee's request for reassignment based on documented personal hardship or medical condition.
- C. The Parties agree that nothing in this Article entitles an Employee to a reassignment.
- D. The Employer reserves the right to fill vacant positions through any appropriate means necessary.

### **SECTION 2. DETAILS**

- A. A detail is the temporary assignment of an Employee to different duties for a specified period of time with the Employee returning to their regular duties at the end of the detail. A position is not filled by detail, as the Employee continues to be the incumbent of the position from which detailed.
- B. The Employer and the Union agree that details of Employees are an important management tool in making effective use of manpower in that they provide an essential flexibility in accomplishing the mission within available resources. As such, the Employer reserves the right to detail Employees in accordance with applicable rules and regulations.
- C. Details of more than 30 days will be formally documented by the placement of a Standard Form (SF-) 52, "Request for Personnel Action," in the Employee's Official Personnel File.
- D. Details to a higher graded position in excess of 120 calendar days require competition under Merit Promotion principles.
- E. For details of more than 30 days that do not require competition under Merit Promotion, Management will issue a solicitation for interest applications at least from the immediate work area. The solicitation will state the skills and/or abilities deemed necessary to perform the work of the detail.

When volunteers are solicited, those interested will submit RD Form 300-46, "Reassignment/Detail Interest Application", to the manager. Management will consider the volunteers and will consider rotating well-qualified volunteers through the detail. Management may select or non-select any of the volunteers for the detail assignment. Management will attempt to give Employees two weeks notice of involuntary detail assignments should such result in a change in the Employee's tour of duty or duty location.

F. Employees may request management terminate the detail at any time subject to supervisory approval.

### **SECTION 3. SPECIAL PROJECTS.**

A special project is defined as a temporary assignment of duties performed in addition to the Employee's normal duties when those duties afford the Employee the opportunity to acquire new career-related skills or significantly enhance existing skills.

When the special project is projected to last in excess of thirty (30) days, Management will issue a solicitation for interest applications at least from the immediate work area. The solicitation will state the skills and/or abilities deemed necessary to perform the work of the special project. Those interested will submit RD Form 300-46, "Reassignment/Detail Interest Application", to the manager. Management will consider the volunteers and will consider rotating well-qualified volunteers through the special assignment. Management may select or non-select any of the volunteers for the assignment.

In recognition of the benefit to both the organization and employees when employees are given the opportunity to acquire new experience and learn new skills at work, management will strive to distribute special project opportunities fairly. Although not a requirement, management will consider whether it is practical to solicit volunteers for special projects, when such project is expected to last less than 30 days.

### **SECTION 4. TEMPORARY PROMOTIONS.**

A. Employees assigned to higher grade positions for more than 30 days will be temporarily promoted and receive the higher rate of pay effective on the first day, unless the Employee is not qualified, funding is not available, or in the case of an externally imposed freeze.

B. For temporary promotions of more than 30 days and up to 120 days, management will normally issue a solicitation for interest applications in the work area. When volunteers are solicited, those interested will submit RD Form 300-46, "Reassignment/Detail Interest Application", to the manager. Management may select or non-select from any of the volunteers.

C. Temporary promotions of more than 120 days require competition under Merit Promotion principles.

D. Nothing in this provision will be interpreted as restricting management from detailing to higher graded work an Employee who is ineligible to receive the higher rate of pay because s/he is not qualified, funding is not available, or in the case of an externally imposed freeze. It is acknowledged by

the parties that details to higher graded work are limited to 120 days in accordance with Federal Personnel regulations.

# **ARTICLE 7**

## **DISCIPLINARY AND ADVERSE ACTIONS**

### **SECTION 1. GENERAL.**

The Agency and the Union recognize that the public interest requires the maintenance of high standards of conduct. No bargaining unit Employees will be subject to disciplinary action except for just and sufficient cause.

### **SECTION 2. DEFINITIONS AND EXCLUSIONS.**

- A. A disciplinary action is defined as warning letter, reprimand, or suspension of fourteen (14) calendar days or less.
- B. Adverse actions are removals, suspensions of more than 14 calendar days, reduction in pay or grade, or furloughs of 30 calendar days or less.
- C. Procedures covering the discharge of Employees during the probationary period and termination of Employees on temporary appointments are described in Article 19, Temporary, Probationary, and Part Time Employees. Such actions are not covered by the procedures contained in this Article.

### **SECTION 3. PROGRESSIVE DISCIPLINE.**

The parties agree to the concept of progressive discipline, which is discipline designed primarily to correct and improve Employee behavior, rather than punish.

### **SECTION 4. FAIRNESS AND TIMELINESS.**

The parties recognize that at times it is necessary to take disciplinary action in order to correct conduct problems and for such cause as will promote the efficiency of the service. The Employer agrees to apply discipline fairly and equitably and not to use discipline to harass Employees. Disciplinary actions will be issued timely of the date of the event giving rise to the need for discipline based upon the circumstances and complexity of each case. Disciplinary investigations will be conducted fairly and impartially, and a reasonable effort will be made to reconcile conflicting statements by developing additional evidence. Dissatisfaction regarding the timeliness of a disciplinary action can be grieved through the negotiated grievance procedure.

## **SECTION 5. LETTERS OF WARNING AND REPRIMANDS.**

A. Before issuing a written warning or reprimand, to an Employee, management will summarize the facts regarding the instance of misconduct, to the extent that they are known, present those facts to the Employee whose conduct is being investigated, and provide the Employee an opportunity to respond in writing within two (2) workdays from being made aware of the facts. At that point, the Employee may indicate the names of witnesses who s/he believes have information relevant to the inquiry. The issuance of a disciplinary action will not be delayed due to the unavailability of an Employee to respond.

B. When a written warning or reprimand is issued to an Employee, the Employee will be informed in writing of the maximum period of time the letter will be maintained in his/her official file. Normally, Letters of Warning are maintained by the Supervisor for a period of two years and a Letter of Reprimand is maintained in the Official Personnel Folder for a period of two years. An Employee who has been issued a warning letter or reprimand may request that the issuing official remove such actions from his/her file six months after issuance if the Employee believes that the purpose of the discipline has been served. The reasons provided in such requests will be duly considered by the issuing official. Upon request, the Employee will be notified in writing of the decision not to remove the warning letter or reprimand and the reasons for such decision. Nothing in this Agreement will be interpreted as requiring the Employer to comply with such requests. The Employer further agrees to inform the Employee of his/her right to grieve the warning/reprimand in accordance with the negotiated grievance procedure.

## **SECTION 6. PROCESSING SUSPENSIONS OF FOURTEEN (14) DAYS OR LESS.**

In cases of suspensions of fourteen (14) days or less, the following procedures will apply:

A. The Employee will be provided a minimum of seven (7) days advance notice, which states:

1. The entire specific charge, including which rules or regulations were violated;
2. A complete description of any other evidence relied upon; and
3. The proposed action.

B. The notice of proposed action will contain a statement, which informs the Employee of his/her representation rights.

C. Within seven (7) calendar days of notification, the Employee shall have the right to respond orally, in writing, or both to the deciding official or his/her designee. Where the response requires additional time to prepare, the Employer will grant reasonable additional time to the Employee and/or the representative upon written request. The response may include written statements of the persons having relevant information and/or other appropriate evidence.

D. Management agrees that the Employee shall be given a reasonable amount of official time to review the evidence on which the notice is based and that is being relied on to support the proposed action. The notice will inform the Employee of the management official the Employee should contact to

schedule the use of official time. Upon request, one copy of any document(s) in the evidence file will be provided to the Employee and his/her designated representative.

E. Notice of a final decision to take action shall be in writing and shall inform the Employee of grievance rights. The Employee will be given two copies of the notice; one copy may be furnished to the Union by the Employee.

**SECTION 7. SUSPENSION OF MORE THAN FOURTEEN (14) DAYS, REDUCTIONS IN GRADE OR PAY, FURLOUGHS FOR THIRTY (30) DAYS OR LESS, OR REMOVALS.**

In cases of suspension of more than 14 days or more severe actions, the following procedures shall apply:

A. The Employee shall be provided with a minimum of 30 days advance written notice unless the Employer invokes the crimes provision. The notice shall include:

1. The entire specific charge, including which rules or regulations were violated;
2. A complete description of any other evidence relied upon; and
3. The proposed action.

B. The notice of proposed action will contain a statement, which informs the Employee of his/her representation rights.

C. Within ten (10) workdays of notification, the Employee shall have the right to respond orally, in writing, or both orally and in writing to the deciding official or designee. Where the response requires additional time to prepare, the Employer will grant reasonable additional time to the Employee and/or the representative upon written request.

D. Management agrees that the Employee shall be given a reasonable amount of official time to review the evidence on which the notice is based and that is being relied on to support the proposed action. The notice will inform the Employee of the management official the Employee should contact to schedule the use of official time. Upon request, one copy of any document(s) in the evidence file will be provided to the Employee and his/her designated representative.

E. Notice of a final decision to take action shall be in writing and shall inform the Employee of appeal or grievance rights. The Employee will be given two copies of the notice; one copy may be furnished to the Union by the Employee.

# **ARTICLE 8**

## **EMPLOYEE ASSISTANCE PROGRAM**

**SECTION 1.** The Employer agrees that Employees and their families may participate in the nationwide Rural Development Employee Assistance Program (EAP) Service. Employees and Supervisors will be informed about this program.

**SECTION 2.** The Parties agree that Employee participation in the EAP is voluntary and does not in any way impact upon an Employee's job security or promotional opportunities. No Employee will be required to participate or be penalized for merely declining referral to counseling services.

**SECTION 3.** The Parties recognize the need for confidentiality concerning Employee participation in the EAP. Without an Employee's specific written consent, the supervisor may not obtain information about the substance of an Employee's involvement with a counseling program.

**SECTION 4.** Employee leave requests based upon EAP participation or treatment will be considered in accordance with applicable laws, rules, regulations and this Agreement.

**SECTION 5.** Employees utilizing the EAP will be allowed up to two (2) hours administrative leave for the first counseling session with the EAP counselors. This applies to only the first counseling session and not subsequent counseling sessions.

**SECTION 6.** When an Employee is subject to disciplinary or adverse action and such action is a result of a problem for which the Employee is seeking help through the EAP, the Employer agrees to consider the Employee's enrollment, good faith participation, and progress in the program.

# **ARTICLE 9**

## **EMPLOYEE AWARDS AND RECOGNITION**

### **SECTION 1. EMPLOYEE RECOGNITION PROGRAM.**

The Employer agrees to establish and maintain an Employee recognition program in accordance with SSBD-4130-01, "Employee Recognition Program", and this Agreement.

### **SECTION 2. PURPOSE AND POLICY OF EMPLOYEE RECOGNITION PROGRAM.**

It is the policy of the Employer to recognize outstanding performance, teamwork, cost-efficiency, empowerment of Employees, work force diversity, and effective customer service. The purpose of the Employee Recognition Program is to improve Government efficiency, economy, and effectiveness by motivating Employees to increase productivity and creativity by recognizing and rewarding their efforts.

### **SECTION 3. EMPLOYEE RECOGNITION COMMITTEE.**

The Employer agrees to establish an Employee Recognition Committee (ERC) in accordance with SSBD-4130-01.

- A. The committee will be assigned duties consistent with those described in the Employer's directive with the following addition. The committee will review and make recommendations to the Director, Centralized Servicing Center (CSC), on bargaining unit award nominations of \$500 or more and time-off awards of 16 hours or more. Nominations for Quality Step Increases (QSIs) for bargaining unit Employees will also be submitted through the ERC. Nominations as to award amounts will be based on the value of the Employee's contributions and not on the Employee's salary.
- B. Membership of the committee will include a diverse cross-section of Employees including both bargaining unit and non-bargaining unit Employees. The committee will include at least one member nominated by the American Federation of Government Employees Local 3354.
- C. A member of the committee who has been nominated for an award subject to committee review will be excluded from any committee deliberations regarding that nomination.

#### **SECTION 4. IMPROVING THE EMPLOYEE RECOGNITION PROGRAM.**

- A. The Agency will strive to provide a proportional amount of the awards budget to the bargaining unit, with most of the bargaining unit's share of the awards budget going through the ERC. Awards will be published. This will include the type of award, award amount, organizational element, and, with the permission of the Employee, the Employee's name.
- B. The Agency will solicit input from Employees as to the types of work, projects, and other accomplishments of CSC Employees that should be recognized under the Employee Recognition Program.
- C. The Agency will strive to devise appropriate ways, besides the use of cash awards, to recognize Employee accomplishments.
- D. By the end of November each calendar year, management will provide the Union a report on the distribution of individual cash awards granted to employees in the bargaining unit for the previous twelve (12) month period (October 1 to September 30). The report will indicate the employee's position, race, gender, date of birth, and organization.

#### **SECTION 5. EMPLOYEE SUGGESTION PROGRAM**

- A. The parties agree to encourage Employees to submit suggestions under the Employee Suggestion Program in accordance with Rural Development Instruction 2006-H, Employee Suggestion Program, and this Agreement. Employee Suggestion forms will be made readily available in the work site. Suggestions will be considered in a fair and equitable manner and will receive orderly and timely processing.
- B. An employee may be eligible for an appropriate award if his/her suggestion is approved. In such instances, any award will be processed in a timely manner. If the suggestion is rejected, the reason for the rejection shall be in writing and provided to the employee.

# **ARTICLE 10**

## **EQUAL EMPLOYMENT OPPORTUNITY**

### **SECTION 1. LAWS AND REGULATIONS.**

The Employer and the Union affirm their commitment to the policy of providing equal employment opportunities to all Employees and to prohibit discrimination because of race, color, religion, sex, national origin, disabling condition, sexual orientation, or age. The Employer will have a positive, continuing and results-oriented program of affirmative action. The parties agree that Equal Employment Opportunity shall be administered in accordance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, the Age Discrimination in Employment Act (ADEA), Executive Order 11478, and other authorized legislation and applicable rules and regulations with regard to providing a working environment free of discrimination. The Employer agrees to administer an Affirmative Employment Program in accordance with the requirements of applicable law and regulation.

### **SECTION 2. EQUAL EMPLOYMENT OPPORTUNITY ADVISORY COMMITTEE.**

A. The parties agree that the Charter, Equal Employment Opportunity (EEO) Advisory Committee (EEOAC), and Agency Instruction 2045-X, Part 2045 with Appendices, covers the Centralized Servicing Center (CSC) as part of the St. Louis workforce. A copy of The EEOAC Charter is contained in Appendix 8 of this Agreement. The Union shall appoint one member of their choosing to the EEOAC. This member shall serve as the chief point of contact between management officials/Committee chairperson and the Union with respect to the accomplishments of the Affirmative Employment Plan.

B. The Employer will provide to the EEOAC annually upon request, workforce data regarding the CSC. The EEOAC may conduct an analysis of the data provided. The EEOAC may make recommendations to the Director, CSC, for correcting any internal imbalances/absences identified because of their review. The Director will respond to these recommendations with a plan of action. Included in the Director's response will be a statement of the problems and barriers to achieving equal employment opportunity in the CSC and the proposed corrective action(s). The proposed corrective action may include soliciting input from the EEOAC regarding recruitment for CSC positions. A copy of the Director's response will be provided to the Union President.

### **SECTION 3. INFORMATION AND DATA.**

A. At the beginning of each calendar year, the employer will provide to the Union President and the CSC Unit Vice President, a report of CSC EEO activity which shall include the following information sorted by race, age if available (over 40/under 40), and gender:

1. Workforce Analysis.
  - (A) Analysis of CSC's workforce by grade, major occupations, branch groupings
  - (B) Comparison of CSC's workforce with the appropriate Civilian Labor Force (CLF).
2. Discrimination complaints (resolution activity numbers and current inventory).
3. Recruitment and Hiring
4. Training.
5. Promotions.
6. Disciplinary Actions.
7. Awards.

B. The Employer shall make available to Employees the EEO complaint procedures. Posters indicating the names of full-time EEO counselors and their telephone numbers will be posted.

### **SECTION 4. DUTY STATUS.**

A. A reasonable amount of official time will be granted to Employees and/or representatives, who otherwise would be in duty status, to participate in statutory complaints. In addition to official time, Employees will have access to private space and facilities, e.g., telephone, fax, conference room, etc., for use to pursue EEO complaints.

B. Employees who use authorized official time in EEO activities who otherwise would be in a duty status will not be disadvantaged on their appraisals for approved absences to participate in functions authorized under this article.

### **SECTION 5. REASONABLE ACCOMMODATIONS FOR EMPLOYEES WITH DISABILITIES.**

A. The CSC is committed to affirmative action for employment, placement, and advancement of qualified individuals with disabilities and disabled veterans.

B. The CSC will expeditiously consider and respond to requests for reasonable accommodations from Employees with disabilities.

C. The CSC will provide an interpreter for performance evaluation and discussion, grievances, and complaints, training, and to communicate changes in practices.

**SECTION 6. ALTERNATIVE DISPUTE RESOLUTION/EEO COMPLAINT PROCESS.**

A. The parties agree that the Agency EEO complaint procedure will continue to be implemented in accordance with Agency Instruction 2045-X, except as specifically modified by this Agreement.

B. The parties further agree to the use of an Alternative Dispute Resolution (ADR) process as an alternative process for resolving informal complaints of discrimination.

# **ARTICLE 11**

## **HOURS OF WORK AND OVERTIME**

The Parties agree that alternative work schedules will be utilized for bargaining unit Employees consistent with the business needs of the Centralized Servicing Center, the terms of this article, and any negotiated agreements which amend or supplement this article. The Employer reserves the right to establish and change the tours of duty of employees or to establish new tours of duty when necessary to meet the legitimate business needs of the organization. The Employer agrees to formally notify the Union of its decision to establish or change previously established tours of duty. Upon receipt of a written request to bargain, Management agrees to negotiate over such exemptions/restrictions, as appropriate in accordance with law and existing Government-wide regulations.

The Agency retains the right to exempt specific organizational elements/positions from participation in alternative work schedules based on business needs. Unless specifically provided in this Agreement or an addendum to this Agreement, if exemptions to or restrictions on participation in alternative work schedules become necessary due to business needs, the Union will be formally notified. Upon receipt of a written request to bargain, Management agrees to negotiate over such exemptions/restrictions, as appropriate in accordance with law and existing Government-wide regulations.

To the extent that the Imaging Unit Memorandum of Agreement (Appendix 9) conflict with the provisions of this article, the Parties agree that the provisions of the memorandum will apply. To the extent that the Memorandum of Agreement is silent on a matter covered by this article, the Parties agree that the provisions of this article will apply.

### **SECTION 1. HOURS OF WORK.**

A. Tour of duty is the hours of a day and the days within the administrative workweek during which the Employee is required to perform service on a regular, repetitive basis.

B. This agreement recognizes the following tours of duty: A day shift with working hours (full-time and part-time) scheduled Monday through Friday and an evening shift (part-time), with working hours scheduled Monday through Thursday and Saturday morning. If other tours are established (e.g., full-time evening/Saturday shift), notice and an opportunity to bargain must be given to the Union. The Parties agree that if Employees are shifted from one of these tours to a different tour, selection will be based on seniority.

### **SECTION 2. BREAKS AND LUNCH.**

A. Employees will be authorized a 15 minute rest period approximately midway during each 4 hours of continuous work. The Employer and Employees may make other arrangements, after appropriate notice

to the Union, for rest breaks for Employees. These rest periods are not to be used to extend the lunch period or shorten the day. The Employer retains the right to establish and change parameters during which Employees may utilize such rest periods.

B. Employees shall be granted, on a non-paid basis, a minimum 30-minute lunch period. The Form RD 300-75, "Application for Tour of Duty Change", will be used for extended lunches. A copy of this form is contained in Appendix 11. The form shall be completed and approved by the supervisor prior to the change. No Employee, full-time or part-time, will work longer than 6 hours without taking a lunch break.

### **SECTION 3. FIXED WORK SCHEDULES**

Full-time employees may opt to work a fixed Compressed Work Schedule. Under this option, the employee who is approved to work a 5/4/9 or 4/10 work schedule may choose to work a fixed work schedule. The primary benefit of selecting a fixed schedule is that the employee may be eligible to receive holiday pay in excess of 8 hours if a Federal holiday or in lieu of holiday falls on a scheduled 9 or 10-hour day. Under the fixed schedule option, the employee cannot vary his/her starting time or lunch period without charge to appropriate leave. Additionally, such an employee is not entitled to work credit hours. Employees on fixed schedules can make temporary changes in variable days off and short days with the supervisor's approval. Such changes will be documented on the RD Form 300-75.

An Employee can elect to be placed on a fixed CWS schedule no more frequently than once per calendar year. An Employee who has chosen a fixed CWS can elect to change to a flexible schedule in accordance with the procedures described below in Section 4.

### **SECTION 4. ALTERNATIVE WORK SCHEDULES.**

The flexible work schedule includes designated hours (core hours) when an Employee must be present for work. The flexible work schedule also includes designated hours during which an Employee may elect to work in order to complete the Employee's basic (non-overtime) work requirement.

For the purposes of this article, an Employee's seniority will be determined based on the Service Computation Date (SCD) for leave purposes that is reflected on an Employee's leave and earnings statement and on Official Personnel Actions (Standard Forms-50) affecting the Employee. If there are ties in seniority, birthdays (month and day) will be used to break ties, with birthdays in January getting first priority and birthdays in December getting last priority.

All work schedules under the terms of this section are flexible schedules as defined in 5 USC 6122 (Appendix\_\_).

A. Telephone Sections.

The following provisions apply to full-time Employees of the Customer Service Telephones, Incoming Calls and Collections, and Field Support Services Sections, and day shift Employees of the Power Dialing Unit of the Centralized Servicing Center. It is understood and agreed by the Parties that

selection of work schedules in telephone operations, as identified above, may be implemented on a section-wide (rather than unit-wide) basis.

*Day shift operations:*

*Official Business Hours:* 7 a.m. to 5 p.m.

*Working Hours:* 6:45 a.m. to 5:30 p.m.

*Core Time:* 8:45 a.m. to 3:15 p.m.

*Lunch Break:* 30 minutes between 11 a.m. and 2 p.m. Supervisors retain the right to establish and change parameters during which Employees may schedule lunch breaks. Employees may, with advance supervisory approval, elect a 45 or 60 minute lunch break on a temporary or permanent basis by expanding their tour of duty, provided they complete their tour of duty by 5:30 p.m. each day.

*Starting Times.* Management will determine the number of Employees needed at each available starting time during the flexible workday in order to ensure adequate staffing and coverage throughout the business day and week. Employees will identify a preferred starting time to begin work at 15-minute increments between 6:45 a.m. and 8:45 a.m. When establishing work schedules, appropriate consideration will be given to ensuring the availability of bilingual processors to customers throughout the business day and week. Employees will be assigned to the preferred starting time based on seniority. Seniority is determined by the Employee's SCD. Once approved, this will remain the Employee's tour of duty until changed in accordance with the terms of the Agreement.

*Selection of New Schedule Upon Reassignment:* It is recognized by the Parties that Employees who are assigned to another position/organization in the covered organizations may be required to select a new schedule upon reassignment.

*Limited Flexible Band.* With the exception of Mondays and Tuesdays immediately following Monday holidays, Employees covered by this section will have up to 30 minutes before or 30 minutes after their preferred starting time to report and begin the workday. Employees will adjust the departure time based on the actual arrival time in order to complete their full tour of duty for the day.

*Broad Flexible Band.* On an occasional basis, Employees may exercise the option of reporting any time during the 6:45 to 8:45 a.m. flexible band. The broad flexible band may be used up to 6 times per month but cannot be used on Mondays or on Tuesdays immediately following Monday holidays. The Employee will notify the supervisor in advance (by telephone call or personal notification) that s/he will be using the broad band. Normally, the employee will notify the supervisor by close of business the workday before the day on which the broad flexible band will be used. In an emergency situation, the employee will contact their supervisor to notify him/her of the use of the broad flexible band no later than 1 hour after the Employee's preferred start time. Employees using this option will adjust the departure time based on the actual arrival time in order to complete the full tour of duty for the day.

*Variable Day Schedule.* Employees covered by this section will have access to the 5/4/9 and 4/10 variable day schedules. A variable day schedule is a type of flexible work schedule containing core hours on each workday in the week. The 5/4/9 schedule means working an 80-hour pay period, consisting of two basic workweeks, comprised of eight 9-hour workdays, one 8-hour workday and one

nonduty day. The 4/10 schedule means working an 80-hour pay period, consisting of two basic workweeks comprised of four 10-hour days and one nonduty day each week.

*Variable Schedule Days Off:* Mondays will not be available for selection as an Employee's scheduled day off under a 5/4/9 or 4/10 work schedule. However, employees in Telephone Units can temporarily change a variable day off to a Monday with the supervisor's approval. Such requests will be communicated to the supervisor not later than the workday before the change.

*Carrying out Mission Functions.* Where more Employees choose a schedule than can be accommodated because of the organization's inability to carry out each of its work functions, provide coverage during official business hours, or meet its mission needs on every working day, selection will be by seniority based on SCD.

If an Employee submits a request for a tour of duty change on the RD-300-75 and the Employer denies the request, the Employer will notify the Employee in writing of the denial. Additionally, the reason for denying the requested schedule will be documented on the RD 300-75, and a copy will be provided to the Employee. Denial of a tour of duty may be challenged using the negotiated grievance procedure.

**B. All Other Full-time Employees:**

The following provisions apply to all other day shift Employees of the Centralized Servicing Center bargaining unit except as modified by the Memorandum of Agreement covering Imaging Unit Employees.

*Day shift operations:*

*Official Business Hours:* 7 a.m. to 5 p.m.

*Flexible Band:* 6 a.m. to 9 a.m.

*Working Hours:* 6 a.m. to 6 p.m.

*Core Time:* 9 a.m. to 2:30 p.m.

*Lunch Break:* 30 minutes between 11 a.m. and 1 p.m. Supervisors retain the right to establish and change parameters during which Employees may schedule lunch breaks. Employees may, with advance supervisory approval, elect a 45 or 60-minute lunch break by expanding their tour of duty provided they complete their tour of duty by 6 p.m. that day.

*Starting Times:* Management will determine the number of Employees needed at each available starting time during the flexible workday. Employees will identify a preferred starting time to begin work at 15-minute increments between 6 and 9 a.m. Once approved, this will remain the Employee's tour of duty until changed in accordance with the terms of the Agreement.

*Selection of New Schedule Upon Reassignment.* It is recognized by the Parties that Employees who are assigned to another position/organization in the covered organizations may be required to select a new schedule upon reassignment.

*Limited Flexible Band.* Employees covered by this section will have up to 1 hour before or 1 hour after their preferred starting time to report and begin the workday. Employees will adjust the departure time based on the actual arrival time.

*Broad Flexible Band.* On an occasional basis, an Employee has the option of reporting any time during the 6 to 9 a.m. flexible band. This flexible band may be used up to 10 times per month. The Employee will notify the supervisor in advance (by telephone call or personal notification) that s/he will be using the broad band. Normally, the employee will notify the supervisor by close of business the workday before the day on which the broad flexible band will be used. In an emergency situation, the employee will contact their supervisor to notify him/her of the use of the broad flexible band no later than 1 hour after the Employee's preferred start time. Employees using this option will adjust the departure time based on the actual arrival time.

*Variable Day Schedules.* Employees covered by this section will have access to the 5/4/9 and 4/10 variable work schedules. A variable work schedule is a type of flexible work schedule containing core hours on each workday in the week. The 5/4/9 schedule means working an 80-hour pay period, consisting of two basic workweeks, comprised of eight 9-hour workdays, one 8-hour workday and one nonduty day. The 4/10 schedule means working an 80-hour pay period, consisting of two basic workweeks comprised of four 10-hour days and one nonduty day each week.

*Variable Schedule Days Off:* Each organizational unit must be able to perform each of its work functions on every working day.

*Carrying out Mission Functions.* Where more Employees choose a schedule than can be accommodated because of the organization's inability to carry out each of its work functions, provide coverage during official business hours, or meet its mission needs on every working day, selection will be by seniority based on SCD.

If an Employee submits a request for a tour of duty change on the RD-300-75 and the Employer denies the request, the Employer will notify the Employee in writing of the denial. Additionally, the reason for denying the requested schedule will be documented on the RD 300-75, and a copy will be provided to the Employee. Denial of a tour of duty may be challenged using the negotiated grievance procedure.

#### Part-time Employees in All Work Units

1. Part-time shifts will be established by the Employer based on business needs of the organization. All part-time day shift employees in non-telephone sections have 15 minutes of flexibility before and after the designated start time. Additionally, part-time employees in non-telephone units who are scheduled to work an 8-hour day will have access to the flexible bands.
2. Management agrees to allow part-time employees in Telephone Units to flex up to fifteen minutes before and after their scheduled start time except for Mondays and the Tuesdays immediately following Monday holidays. The broad flexible band is not available to any part-time employees in telephone sections.

#### D. Administration of Alternative Work Schedules.

1. The Employer retains the right to require Employees to report for work for a specific tour of duty when an emergency requires their presence. Employees may not “flex” on these days. An emergency situation is one, which poses sudden, immediate, and unforeseen work requirements for the Employer or the Agency as a result of natural phenomena or other circumstances beyond the Agency’s control or ability to anticipate.

2. Newly assigned and/or reassigned Employees or Employees assigned to Performance Improvement Plans may be required to work the same hours as their immediate supervisor/trainer during their training period.

3. Employees scheduled to attend official training will adjust their work schedule to comply with scheduled classroom hours. This is a temporary change that will not prevent the Employee from returning to the approved work schedule upon completion of the training.

4. Employees who are on official travel to provide or receive training or for other business reasons will adapt their work schedule to that of the training schedule or the site where they are working. Necessary adjustments to the work schedule will be made to assure that 80 hours are worked/accounted for during each pay period. These are temporary changes that will not prevent the Employee from returning to the approved work schedule upon completion of the travel.

5. The Parties agree that the Employer may suspend an individual Employee’s participation in Alternative Work Schedules if the Employer concludes that the participation is being abused or if the Employee is consistently tardy. An Employee’s participation may be suspended after being warned first orally and then in writing about the need to demonstrate improvement or be removed from AWS. An Employee suspended from AWS for this reason may be allowed to return to AWS after the problem is determined to have been corrected. However, the Employee may not “bump” another Employee to select his/her preferred starting times or compressed day(s) off.

#### E. Sign-In/Sign Out Procedures.

Employees will be required to sign-in on the official sign-in/sign-out sheet for the work area upon beginning their workday and to sign-out upon ending their workday. Employees will be given instructions on how to properly complete the designated sign-in/sign-out sheet, including the location of the clock to be referenced for this purpose. Sign-in/sign-out sheets will be color-coded, with separate sheets used by Employees on each of the available AWS schedules (8-hour, 5/4/9, and 4/10). Copies of the sign-in/sign-out sheets are contained in Appendix 12 of the Agreement.

#### F. Automated Time Recording.

The Union agrees that the Agency may at any time during the term of the Agreement bring forward a proposal for bargaining on the implementation of an automated time recording system.

#### G. Changes to Participation in AWS

1. Employees may request to end their participation on a Variable Day Work Schedule at any time. Employees may begin Variable Day Schedule or change their established scheduled day off or starting time any time if a slot for the desired day/time is available. However, the Employee changing his/her

schedule may not “bump” another Employee’s previously established schedule in order to effect this change. The change in participation will be effected at the beginning of the next pay period following approval.

2. Employees can make temporary changes in variable days off and short days with the supervisor’s approval. Such changes will be documented on the RD Form 300-75.

3. When a scheduled day off or starting time becomes available in the work unit because a vacancy has occurred, the supervisor will post this information in the work unit so that unit Employees can “bid” on the available slot. If more Employees bid on the available slot than can be accommodated, selection for the scheduled day off or starting time will be made based on seniority.

H. Conflicts with Request to Schedule Leave.

An Employee’s selection of a compressed day off, once approved, becomes part of that Employee’s established work schedule. Accordingly, an Employee will not be required to change his/her compressed day off because a more senior Employee request leave on that day.

## **SECTION 4. OVERTIME.**

The Parties recognize the right of the Employer to require Employees to work overtime. Overtime work will be compensated in accordance with applicable laws and regulations. The Parties agree that the need for overtime, the scheduling of overtime work, the nature of the work to be performed, the specific skills required, the priority of work to be performed and the number of and identity of Employees to work overtime are to be determined by the Employer.

A. Overtime shall be distributed in a fair and equitable manner. Supervisors will determine how many people are needed for overtime and solicit for qualified volunteers. If there are more volunteers than needed, overtime will be offered in seniority order using the Employee’s SCD.

B. Leave usages will not normally be a factor in the assignment of voluntary overtime unless the Employee has received written warning about excessive leave usage or leave abuse. Employees who on several occasions volunteer for overtime and request unscheduled leave the week of or the week after overtime is worked may be required to furnish documentation concerning the absences. Normal production standards will be expected to be met during overtime work. If an Employee volunteers for overtime and does not perform in accordance with established performance standards, s/he may be omitted from the voluntary overtime roster.

C. When an Employee works overtime, such overtime will be paid in increments of 15 minutes. Employees shall be paid in accordance with the Fair Labor Standards Act and all other pertinent laws and regulations, in regard to premium and differential pay.

D. For overtime on nonduty days, Employees may elect to not take a lunch break.

E. When Employees volunteer for overtime, the Employer will expect that the commitment will be kept. It is understood that Employees may occasionally be unable to report for overtime work. On these occasions, the employee will notify the supervisor by close of business the workday before the day on

which the overtime is to be worked. In an emergency situation, the employee will contact their supervisor to notify him/her that s/he will not work the overtime no later than 1 hour after the Employee's expected start time.

F. Employees who are called back to work for a period of overtime unconnected to their regularly scheduled tour of duty or who work overtime on their day(s) off are entitled to a minimum of 2 hours overtime pay.

G. Employees may request compensatory time in lieu of overtime pay if appropriate in accordance with applicable laws and regulations. Whether an Employee is to be compensated with overtime pay or compensatory time off, overtime work must be authorized and approved in advance before being worked. An Employee who prefers compensatory time instead of overtime pay must request this in writing before the overtime is worked. Employees who receive compensatory time must use it in accordance with the time limits contained in the applicable Agency regulations/ instructions.

## **SECTION 5. FEDERAL HOLIDAYS.**

The following Federal holidays will be observed:

- New Years Day, January 1
- Birthday of Martin Luther King, Jr., the third Monday in January
- Washington's Birthday, the third Monday in February
- Memorial Day, the last Monday in May
- Independence Day, July 4
- Labor Day, the first Monday in September
- Columbus Day, the second Monday in October
- Veterans Day, November 11
- Thanksgiving Day, the fourth Thursday in November
- Christmas Day, December 25

Supervisors may adopt a liberal annual leave policy for Employee's birthdays if workload allows.

If a holiday occurs on a Saturday, the Friday immediately before is a legal holiday for Employees whose basic workweek is Monday through Friday. If the holiday occurs on Sunday, the following Monday is the holiday.

Part-time Employees who are normally scheduled to work on a day that a holiday falls on will be paid for that holiday.

The maximum number of hours a full-time employee who works a flexible schedule will be paid for holiday leave on a Federal holiday or in lieu of holiday is 8 hours. Employees working a Variable Work Schedule whose holiday falls on a day she is scheduled to work 9 or 10 hours must "make up" the additional one or two hours not worked on the holiday. Such employees can account for this time by using credit hours earned prior to the holiday pay period, working credit hours anytime during the holiday pay period, or taking appropriate leave or compensatory time off to cover the additional time off.

Employees on fixed work schedules will be paid holiday leave equivalent to the number of hours they are scheduled to work on the Federal holiday or in lieu of holiday.

## **SECTION 6. CREDIT HOURS.**

Credit hours are in excess of the Employee's daily tour of duty, which are performed at the Employee's option with the approval of his/her supervisor. The Employee will request to work credit hours by using Form RD 300-62, "Request to Earn Credit Hours". A copy of this form is contained in Appendix 13 of this Agreement. This request will be submitted to the supervisor. The request will be documented as approved or denied by the supervisor as soon as possible after receipt.

- A. The combined total of credit hours worked and the regular tour of duty cannot exceed 11 ½ hours for the workday. This does not include any lunch period taken during the day.
- B. The minimum period of credit hours, that may be earned, is 15 minutes. Credit hours can be earned in 15-minute increments.
- C. The maximum number of credit hours, which a full-time Employee may carry over from pay period to pay period, is 24 hours. A part-time Employee can carry over not more than one-fourth of the hours in the employee's biweekly basic work requirement. For example, a part-time Employee whose biweekly work requirement is 48 hours can carry over no more than 12 hours.
- D. Requests for use of credit hours will be treated the same as a request for annual leave. Therefore, use of credit hours will normally not be approved on days when credit hours or overtime is worked.

## **SECTION 7. MISCELLANEOUS.**

- A. The Parties understand and agree that credit hours or compressed work schedules will be initiated by the Employee and will be subject to approval by the supervisor. In contrast, the Parties understand and agree that the Employer initiates overtime and compensatory time.
- B. Changes to work schedules made at the time this Agreement is implemented will take place at the beginning of the second full pay period following the implementation date.

# **ARTICLE 12**

## **MERIT PROMOTION**

### **SECTION 1. POLICY.**

A. Merit promotion actions involving bargaining unit positions will be conducted in accordance with the Department of Agriculture (USDA) Merit Promotion Plan for National Offices, Service Centers, and Field Offices of Rural Development, except as specifically modified by this Agreement.

B. The Employer agrees to identify, evaluate, qualify and select the best qualified candidates available without discrimination including non-disqualifying physical handicap, race, creed, color, age, sex, marital status, sexual orientation, political, religious, or labor organization affiliation or non-affiliation, or other non-merit factors.

### **SECTION 2. VACANCY ANNOUNCEMENTS.**

A. Bargaining unit positions may be filled by any appropriate method including but not limited to reassignment, transfer, reinstatement, promotion, special placement, or new appointment. Vacancy announcements normally will be open for at least 10 workdays and be posted on automated bulletin board systems within 2 workdays of the opening date of the announcement. At a minimum, such announcements will include the following information:

1. Announcement Number.
2. Opening Date.
3. Title, Series, Grade of Position(s), and Organization of the Position(s) to be filled.
4. Area of Consideration.
5. Application Procedures.
6. Brief Summary of the Duties of the position together with an indication of where additional information may be obtained.
7. Minimum Qualifications Standard and Selective Placement Factors, if any.
8. Statement if this is an "Open Continuous" Vacancy Announcement.
9. Closing Date.
10. Statement of Equal Employment Opportunity.

11. Where to Submit Applications.
12. Career Ladder, where appropriate.
13. Statement of Availability of Moving Expenses, where applicable.

B. The vacancy announcement will specify if there is a possibility of more than one position being filled off the same announcement, and, if so, in what areas those positions are located. Subsequent vacancies filled from the same certificate must normally be identified within thirty (30) days of the closing date of the announcement.

C. A copy of the rating guide to be used by the promotion panel will be made available to the applicants upon request.

D. Changes to the vacancy announcement of a non-substantive nature will not require extension of the posting time.

E. One copy of all Centralized Servicing Center (CSC) Vacancy Announcements will be sent to the Union Vice President concurrent with the posting.

F. The following will be the minimum areas of posting vacancy announcements:

1. On official bulletin boards located on the first and second floors of the CSC, and

2. Copies of all current announcements will be maintained in the reception area of the Human Resources Office and will be available to CSC Employees during the normal business hours of the Human Resources Office.

G. If a vacancy announcement is canceled, the reason for the cancellation shall be noted on the promotion certificate or, in the absence of a certificate, in the promotion file. The reason for the cancellation will normally be communicated in writing to the Unit Vice President.

### **SECTION 3. AREA OF CONSIDERATION.**

The minimum area of consideration for covered positions will be the CSC, St. Louis, Missouri. If the position is initially announced only to the CSC, St. Louis, Missouri, and is subsequently re-announced to a broader area of consideration due to lack of qualified candidates, those best qualified candidates who applied under the initial announcement will normally be referred to the selecting official before the re-announcement.

### **SECTION 4. APPLICATION PROCEDURES.**

A. The following methods of applying for jobs within the bargaining unit shall be used.

1. **ONE-TIME VACANCY.** Applicants must submit a complete application package, as defined in the Vacancy Announcement, for each vacancy for which they wish to be considered. Employees may withdraw their applications at any time.

2. **CONTINUOUS CONSIDERATION.** An Employee may submit an application for open continuous consideration for vacancies announced as open continuous. Open continuous vacancies will be open for one fiscal year. Evaluation Panels will be conducted after the first cutoff date as indicated on the announcement and thereafter as vacancies occur. Best qualified candidates will be referred to selecting officials based on scores recorded and availability for position being filled.

(A) A ranking panel will be selected to serve for the fiscal year on a particular open continuous announcement to insure consistency in ratings. Employees are responsible for submitting amendments or supplements to applications throughout the year to reflect changes in Knowledge, Skills, and Abilities (KSAs), but under no circumstances will Employees be reevaluated by the panel based upon the resubmission of the most recent application or failure by the Employee to document substantive changes in KSAs.

(B) Upon written notification by an Employee that s/he wants continuing consideration on an open continuous announcement for a second year and wants to use the same application package, Management will use that package from the previous year along with any supplemental information provided by the Employee. This exception will not be allowed beyond the second year.

3. **OUTSIDE CANDIDATES.** Competitive candidates from outside the Agency who apply for a specific vacancy announcement under appropriate merit promotion procedures must compete on an equal basis with internal candidates. Therefore, all merit promotion candidates must be rated under the same ranking procedures for any vacancy within the bargaining unit.

B. It is the applicant's responsibility to prepare and provide all appropriate application materials required of the vacancy announcement. An Employee may request a reasonable amount of time to access his/her Official Personnel File, to obtain copies of vacancy announcements, to solicit information from the Human Resources Office regarding application procedures, and to submit, but not to prepare, his/her application package.

C. Employees must submit all required forms by the closing date of the announcement in order to be considered. Eligibility/qualifications of the applicants will be evaluated from the application package submitted. An Employee who applies for a position and is not found eligible/qualified will be notified in writing .

D. Employees who are away from the work site for an extended period (more than two weeks) are responsible for notifying their supervisors if they want to be considered for promotional opportunities which become available while they are out of the office. Employees shall leave a telephone number, e-mail address, and/or fax number with their supervisor. The supervisor is responsible for contacting the Employee with the vacancy information.

E. Employees not selected for a position will normally be notified within 5 workdays after a selection has been approved. The notification of non-selection will include a reminder of the Employee's opportunity to speak to the selecting official and will have the selecting official's name and phone number. Upon the Employee's request, the Employee will be advised by the selecting official of

his/her strengths and weaknesses as a candidate for the position and how the Employee may improve chances for future promotion.

## **SECTION 5. RANKING PROCEDURES.**

A. There are two (2) methods for the rating and ranking of candidates under Merit Promotion. They are:

1. Merit Promotion Panel.
2. Human Resources Specialist or Subject Matter Expert.

B. If more than six (6) qualified applicants for a position are to be rated and ranked, the Merit Promotion Panel method outlined below must be used. If there are between four (4) and six (6) qualified applicants, a panel may be held if determined appropriate by the Human Resources Specialist. If there are between one (1) and three (3) qualified applicants for a covered position, a Merit Promotion Panel will not be held.

1. When positions are announced at multiple grade levels, the number of qualified competitive candidates at each grade level announced will determine the method used for rating and ranking candidates.

2. The Agency will ensure that the Union will be provided the opportunity to nominate Employees to participate as Panel members for bargaining unit positions. By June 15th, annually, the Union will provide a list to the Human Resources Office of Employees that may be used as a source for Panel members. The Agency is not required to use said provided names.

3. The Merit Promotion Panel Method is described below:

(A) The Agency will assemble a panel consisting of at least three (3) voting members who occupy positions at a grade level not lower than the full performance level of the position being filled.

(B) The Employer must ensure that it is in compliance with all applicable USDA, Agency, OPM and RD Merit Promotion guidelines and regulations, including but not limited to the USDA Merit Promotion Plan.

(C) Individual members of the ranking Panel will individually rate each applicant. Each member's rating shall become part of the promotion file.

(D) The Panel will rank the candidates in score order. The best qualified candidates are those applicants who receive the highest scores in the evaluation process. Candidates whose scores are tied will be ranked the same.

(E) Best qualified applicants will be referred to the selecting official based on the Panel's determination as to the "natural break" in the scores. For these purposes, "natural break" is defined as no more than 5 points between the highest and lowest rating in a cluster of scores.

(F) Certificates with the names of applicants determined by the Panel to be best qualified will be issued to the selecting official in a timely manner. Normally, this would be no more than fifteen (15) to twenty (20) days after qualifications determination have been made.

C. If the Human Resources Specialist or Subject Matter Expert will rank the candidates, s/he will apply the same rating criteria used by a merit promotion Panel as described above.

D. The selecting official will receive in alphabetical order the applicants on the best qualified list. Scores will not be provided to the selecting official. Upon a written request filed in accordance with the Federal Service Labor-Management Relations Statute, the Union will be provided a copy of the referral list and selection.

E. Employees who apply for a covered position but are determined not to be best qualified will be notified in writing prior to the issuance of the certificate.

F. If more than one position is to be filled, three (3) additional names may be certified for each additional vacancy.

G. If the Employer decides to interview any best qualified Employees in the merit promotion selection process, all Employees will be interviewed. Non-competitive candidates need not be interviewed.

H. The Union may make a written request for information pertaining to merit promotion announcements and the selection process that can be released in accordance with appropriate laws and regulations using the procedure identified under Title 5 USC 7114(b)(4).

## **SECTION 6. RELEASE OF INFORMATION.**

Upon request, the Employer will make available to any applicant for a competitive action governed by the terms of this Agreement the ranking Panel's or ranking official's score assigned to that applicant. Such request should be made in writing to the Human Resources Office.

## **SECTION 7. PRIORITY CONSIDERATION.**

Employees are entitled to priority consideration whenever reconstruction of a promotion action shows that, except for some error (i.e., wrong qualification determination, failure to consider, improper rating, failure to follow competitive procedures, etc.) the Employee would have appeared on a promotion certificate. The Employee shall be entitled to one bonafide consideration for the type (i.e., same series, grade, and geographic area) of a position previously applied for under competitive procedures and not properly considered for. A priority consideration certificate will be forwarded to the selecting official prior to issuing a competitive certificate. If no priority consideration candidate is selected, the selecting official must provide job related justification for the non-selection.

## **SECTION 8. MODIFICATIONS TO QUALIFICATIONS.**

- A. In any competitive action where the qualification requirements are being modified, the Employer shall state on the vacancy announcement what the modified minimum qualification requirements are. In addition, a statement that qualification requirements have been modified shall be included on the vacancy announcement.
- B. The Employer shall state in writing the reasons for electing to modify qualification requirements in connection with a competitive action. Prior to posting the vacancy announcement, the Union will be provided a copy of this determination and provided an opportunity to comment. The Employer will consider any input provided by the Union.

## **SECTION 9. CAREER LADDER PROMOTIONS.**

- A. Career Ladder Positions are necessary to develop qualified internal candidates for career advancement. The Union will be provided advance notice of any changes in the Career Ladder Program.
- B. Management will develop a Career Ladder Plan for career ladder positions within the bargaining unit. Employee input will be obtained in the development of these Career Ladder Plans in the same manner as obtained in the development of performance standards. The Career Ladder Plan will identify the training and grade-building experience that will normally be provided to Employees at each grade level in that career ladder position as well as the normal amount of time associated with each step of the plan. The Career Ladder Plan will identify the performance expectations necessary for promotion to the next grade level. The plans for full-time Employees will normally provide for no more than 12 months at each grade or any lesser time, with plans for part-time Employees being extended by the appropriate percentage factor.
- C. Supervisors of Employees in career ladder positions below the target or full performance grade level will discuss the Employee's performance with him/her at the conclusion of each training/experience step identified in the career ladder plan. If an Employee is not progressing satisfactorily, counseling will occur on a more frequent basis, and an attempt will be made to identify specific steps to be taken to correct any deficiencies or any additional training that may be needed. The supervisor will provide the Employee with notice of any deficiencies, and what action must be taken to correct the deficiency as soon as the deficiency is noted.
- D. An Employee will be considered for possible promotion to the next higher grade level of a career ladder position provided the following conditions have been met:
1. Applicable time-in-grade, qualification, quality of experience requirements and other appropriate statutory and administrative requirements have been fulfilled;
  2. The Employee has completed all training and met all performance expectations identified in the established Career Ladder Plan, the Employee's overall performance has been evaluated at the "Results Achieved" level, and the Employee has demonstrated the capacity to perform at an acceptable level;

3. Sufficient workload exists at the next higher grade level; and
4. The Employee's current performance rating of record is "Results Achieved."

E. If an Employee is not progressing satisfactorily at any step identified in his/her Career Ladder Plan, the Employer shall provide written notice of the deficiency to the Employee as soon as the deficiency is identified but normally no later than 60 days prior to the date the career ladder promotion would normally be granted. The notice must specify the deficiency, and what action the Employee must take to correct the deficiency, and a statement that the Employee's career ladder promotion will be withheld if the deficiency is not overcome.

# ARTICLE 13

## PARKING AND TRANSPORTATION

### SECTION 1. POLICY.

A. The Union and the Employer agree that ensuring adequate, secure, and accessible parking for Department of Agriculture (USDA) / Centralized Servicing Center (CSC) Employees is a matter of mutual concern to the parties.

B. The Employer agrees to continually maintain, through negotiations with GSA and other agencies, the maximum possible number of parking spaces for Employee use.

C. Spaces available will be allocated to Employees, in a manner consistent with Section 101-20.104-2 and other applicable provisions of the Federal Property Management Regulations, in the following order of priority.

1. **SEVERELY HANDICAPPED EMPLOYEES.** Employees requesting parking because of a severe, permanent impairment must provide acceptable medical justification supporting their request before being accommodated.

2. **EXECUTIVE PERSONNEL (SUPERVISORS, MANAGERS, AND/OR EXECUTIVE EMPLOYEES WITH A GENERAL SCHEDULE GRADE 13 AND ABOVE),** as determined by the Employer.

3. A space will be provided, on an as needed basis, for temporarily handicapped Employees. Temporarily Handicapped Employees are Employees with temporary disabilities, which seriously restrict their ability to walk. Requests for parking privileges will require the submission of acceptable supporting medical documentation.

4. **VANPOOLS/CARPOOLS** of three or more Employees. The basis for assigning spaces will be the number of Employees in the vanpool/carpool.

5. On a space available basis, other privately owned vehicles of Employees, including one space to the President, AFGE Local 3354. Such spaces, as may be available, will be awarded based on service computation date.

D. On a space available basis, persons who routinely work unusual hours, such as a tour of duty beginning at or after 5:00 p.m. will be provided access to building parking between the hours of 4:45 p.m. and 6:00 a.m.

E. The Employer agrees that, to the extent feasible, Employees who are occasionally required to work after 5:00 p.m. will be permitted to arrange for parking on those occasions. Parking privileges will be available to these Employees beginning at 4:45 p.m. and ending no later than 6:00 a.m. Such arrangements will be coordinated with the Security Officer or in the case of an emergency overtime situation, through the supervisor or Security Officer with the Federal Protective Service.

F. The Employer agrees to notify employees about ridesharing and public transportation subsidies that are available.

# **ARTICLE 14**

## **POSITION DESCRIPTIONS AND PERFORMANCE APPRAISAL**

### **SECTION 1. POSITION DESCRIPTIONS.**

- A. Employees have the right to an accurate and classified position description. Employees may request a copy of their current position description from their immediate supervisor and may request a desk audit of their current duties. The Parties agree to the principle of equal pay for substantially equal work.
- B. Disputes, which may arise over whether or not an Employee's position description is accurate, if unresolved between the Employee and the supervisor, may be processed through the negotiated grievance procedure. Disputes regarding the appropriate schedule, title, series, or grade are covered under established classification appeal procedures and may only be appealed through these procedures.
- C. Employees may appeal the schedule, title, series, and /or grade of their officially assigned position description at any time. The Employer agrees to inform Employees of the procedures for such appeals when requested by the Employee.
- D. Any duty or responsibility for which a performance standard has been established will be based on the requirements and expectations of the position and will normally be consistent with the current position description.

### **SECTION 2. DEFINITIONS.**

- A. **APPRAISAL** — The act or process of reviewing and evaluating the performance of an Employee against the described performance work plan, including oral and/or written progress reviews.
- B. **APPRAISAL PERIOD** — The period of time during which an Employee's performance will be reviewed and a rating of record will be prepared. The appraisal period begins on October 1 of each year and ends on September 30 of the following year.
- C. **CRITICAL ELEMENT** — A component of a position consisting of one or more duties and responsibilities on which the Employee is rated and which contributes toward accomplishing the goals and objectives of the organization. This work assignment or responsibility is of such importance that unacceptable performance would result in a determination that the Employee's overall performance is at the "Unacceptable" level.

- D. **CUSTOMERS** — Internal coworkers and/or external members of the public who receive various services and/or products from Service Center Agency Employees.
- E. **ELEMENT RATING** — The level of performance on a performance element, which is determined by comparing accomplishments to the performance standard. Element rating levels are: “Meets fully successful,” “Exceeds Fully Successful,” and “Does Not Meet Fully Successful.”
- F. **OPPORTUNITY TO IMPROVE** — A written plan established at any time during the appraisal period when it is determined by the Rating Official that an Employee is performing at the “Does Not Meet Fully Successful” level in any critical element(s).
- G. **PERFORMANCE STANDARDS** — The management-approved expression of the performance threshold(s), requirement(s), or expectation(s) that must be met to be appraised at a particular level of performance. A performance standard may include, but is not limited to, quality, quantity, cost-efficiency, timeliness, and manner of performance.
- H. **PERFORMANCE WORK PLAN** — The document that identifies the Employee’s critical and non-critical elements and performance standards by which s/he will be rated. Performance plans will include a written statement of the methods and procedures by which Employee performance will be measured against the standards.
- I. **PROGRESS REVIEW** — A joint discussion between the Rating Official and the Employee regarding the Employee’s progress toward achieving performance standards.
- J. **RATING OF RECORD** — The final summary rating normally issued at the end of the appraisal period, which becomes a part of the Employee’s Performance File (EPF) maintained in the Servicing Human Resources Office.

### **SECTION 3. PROCEDURES FOR DEVELOPING PERFORMANCE PLANS.**

- A. The parties agree that, except as specifically provided in this agreement, performance management will be carried out in accordance with the USDA Performance Management System established on June 12, 1996, and consistent with other applicable USDA and Government-wide regulations. Performance plans will be developed in accordance with those regulations and documented on the Performance Work Plan. Work plans will--
1. Document Progress Reviews;
  2. Specify the Performance Elements and Standards on which the Employee will be rated;  
and
  3. Identify the Measurement used to Evaluate Performance.

All performance standards will clearly convey the quality, quantity, and /or timeliness expected to meet the “Fully Successful” standard.

B. The Employer agrees that individual performance plans will normally be established and communicated in writing to Employees within thirty (30) days of the beginning of each rating period or the assignment of the Employee to a new position.

C. Employees may provide input to the supervisor on their performance plan at any time. When Employee(s) propose changes to their performance plan because significant changes have occurred in work assignments during the rating year, the supervisor will respond to the Employee(s)' proposals within 30 days of receipt.

D. The Employer agrees that Employees will be provided with the opportunity to participate in the development of their performance plans and changes thereto. When a new performance plan is developed or an existing plan is changed, it will be communicated to the affected Employees and to the Union not less than fifteen (15) workdays prior to implementation provided meetings between Employees and the Union can be conducted prior to the expiration of the fifteen (15) workday notice period. If a meeting between Employees and the Union cannot be conducted because of workload reasons prior to the expiration of the fifteen (15) workday notice period, the Union may make a request for an extension of the notice period not to exceed fifteen (15) workdays. Employees covered by the new/revised plan will be provided the opportunity to meet with their Union representative to discuss the changes and develop input regarding the plan. Meetings with the Union for this purpose normally will be conducted within five (5) workdays of receipt of the change and will be on official time. Normally, official time granted for this purpose will be limited to no more than one hour. The Employees/Union can provide the input developed because of this meeting to the supervisor either in a face-to-face discussion or in writing.

#### **SECTION 4. GRIEVANCE PROCEDURE.**

A. Employees may grieve actions under this article through use of the negotiated grievance procedure except as limited by applicable laws and existing Government-wide rules and regulations.

B. It is understood that the contents of performance elements and standards cannot be grieved. However, it is understood that grievances may be filed regarding disputes over the application of those performance standards, how the Employee's work was evaluated, or a failure to follow the procedures outlined in this article.

#### **SECTION 5. APPRAISAL OF EMPLOYEE PERFORMANCE.**

A. The Employer agrees that a formal progress review should be held normally not later than the end of the sixth month of the appraisal cycle. The purpose of the progress review is to advise Employees of their current performance and discuss accomplishments and deficiencies. The rating official may provide written comments concerning the Employee's performance at the time of the progress review. The purpose of the written comments is to provide a more formal identification of the Employee's performance in relation to the performance work plan. Employees may also provide their written comments at the time of the progress review. If an Employee provides written comments, these will become part of the record of the progress review. When the progress review has been completed,

the Employee and the rating official will normally initial and date the appropriate blocks as an indication that the discussion was held.

B. The Employer agrees that a formal appraisal should not be rendered unless an Employee has been provided with the opportunity to perform in accordance with an established performance plan for a minimum of ninety (90) calendar days.

C. The Employer agrees to prepare Employee performance appraisals in accordance with the Agency's performance appraisal system.

D. Normally, a rating of record is issued for the appraisal period ending September 30 each year. Performance discussions and summary ratings will occur at the time of each position and/or supervisory change provided that the Employee has served under the applicable standards for at least ninety (90) days. Such ratings must be provided to the gaining supervisor to be considered at the time the rating of record is issued.

1. **DETAILS AND TEMPORARY PROMOTIONS.** The Employer will ensure that when an Employee is initially detailed or temporarily promoted to a position for one hundred and twenty (120) days or more, the Employer must develop a performance plan within thirty (30) days of the beginning of the assignment and issue a copy to the Employee. Upon development, the plan will be communicated to the Employee for the Employee's input. A summary rating will be prepared to document the Employees' accomplishments at the end of the detail or temporary promotion. For details or temporary promotions of less than one hundred and twenty (120) days, no summary rating will be developed. However, some documented record of the Employee's performance during the timeframe will be kept and considered when the annual rating of record is prepared.

2. **POSITION CHANGES.** When an Employee changes positions during the appraisal period, and the Employee has served under the same performance requirements at least ninety (90) days in the position from which they changed, a performance rating will be prepared and provided to the Employee's new supervisor for consideration. When the Employee's position changes but his/her supervisor does not change, the supervisor should prepare documentation of the Employee's performance in the former position and consider this in the Employee's annual rating of record.

3. **CHANGE IN SUPERVISOR.** When an Employee works under different supervisors during the appraisal period, each supervisor of ninety (90) days or more will prepare a summary rating and forward it for appropriate consideration to the Employee's new supervisor, unless an Employee has not been under the same set of performance requirements for at least ninety (90) days.

4. **TRANSFER OF RATING.** Should an Employee transfer to a new Federal Agency, department, or organization after serving at least ninety (90) days under the same performance requirements in the position from which they are being transferred, a performance rating will be prepared and provided to the Employee.

## **SECTION 6. UNACCEPTABLE PERFORMANCE:**

A. The Employer agrees to abide by the following procedures for Employees who have successfully completed a probationary period in their current position but have been determined to be performing

unacceptably with regard to one or more critical elements of the position. Such Employees will be provided a written Opportunity to Improve (OTI) that affords a reasonable opportunity to improve (normally a minimum of ninety [90] calendar days) prior to initiation of any demotion or removal action based upon unacceptable performance. The OTI will explain that initiation of action to demote or remove may begin if the Employee's performance fails to improve in accordance with the OTI. This OTI shall identify the assistance that will be provided to the Employee during the opportunity to improve period. Such assistance may include training, counseling, coaching, setting short-term specific job assignments and goals, and regularly scheduled supervisory conferences.

B. After the end of the OTI period, if the Employee's performance is determined to be "Fully Successful" the OTI will be ended. If the Employee's performance is not successful after ninety (90) days but the Employee has demonstrated significant improvement in performance, management will consider extending the opportunity to improve period for another thirty (30) days.

C. If action for unacceptable performance is necessary, prior to proposing removal or demotion of the Employee, management may, but is not required to, consider reassigning the Employee to an available vacant position for which the Employee qualifies and which the Employee can reasonably be expected to perform at the "Fully Successful" level with a minimum of training.

D. Action to demote or remove an Employee for unacceptable performance will be initiated by a thirty (30) day notice to the Employee. At a minimum, the notice will include:

1. The Nature of the Proposed Action.
2. Identification of the Performance Element(s), which the Employee failed to meet.
3. A Specific Explanation of the Performance that is the basis for the action.
4. The Employee's right to respond verbally and in writing within ten (10) workdays. Extensions for good cause will be granted.
5. The Employee's right to be represented.

## **SECTION 7. RECORDS OF PERFORMANCE.**

A. Supervisors shall maintain performance data sufficient to support the rating assigned to each element. Ratings of record may, but are not required to, include a written summary of the specific accomplishments (quality, quantity, timeliness, etc.) of the Employee in relation to each performance element/standard.

B. Supporting data will be maintained at least ninety (90) days after the issuance of the written rating, provided the rating has not been grieved.

C. The annual rating of record will be kept on file for no less than four (4) years or in accordance with Government-wide regulations.

D. The Employee's signature or initials on the performance appraisal form indicates receipt of the rating of record or participation in the progress review. It does not represent agreement with the rating or the performance standards and elements. If the Employee refuses to sign the rating of record, the rating official should note this in the appropriate block and indicate the date the rating was issued.

## **SECTION 8. LINKAGE TO OTHER PERSONNEL ACTIONS / DECISIONS**

### **A. WITHIN-GRADE INCREASES.**

1. Eligible Employees shall be granted a Within-Grade Increase (WGI) when the Employee's current level of performance and most recent rating of record are at least "Fully Successful." When a WGI decision is not consistent with the Employee's most recent rating of record, a more current rating of record must be prepared and will be used in making the acceptable level of competence determination.

2. A WGI will be denied when the Employee is determined not to be performing at the acceptable level of competence. Such determinations will be made and communicated to Employees in accordance with applicable Agency and Government-wide regulations.

3. After a WGI has been withheld, the immediate supervisor may grant the WGI at any time it is determined that the Employee has demonstrated sustained performance at the acceptable level of competence in accordance with applicable Agency and Government-wide regulations.

**B. PROMOTIONS.** No Employee shall receive a promotion unless the most recent rating of record is at least "Fully Successful." Performance ratings shall be considered in evaluating Employees for promotion or reassignment to positions with greater promotion potential based on their relationship to the job in question.

**C. TRAINING AND DEVELOPMENT.** The performance appraisal process may be used as a basis for identifying training needs of Employees in their Individual Development Plans.

**D. REDUCTIONS-IN-FORCE.** Annual ratings of record are used to establish service credit and retention standing for Reduction-In-Force (RIF) purposes. An Employee will not be assigned a new rating of record for the sole purpose of affecting retention standing. To provide adequate time to properly determine an Employee's retention standing prior to a RIF, a general or specific RIF implementation notice will specify the date after which no new rating of record will be given that could be used to determine retention standing, subject to appropriate negotiations with the Union.

# **ARTICLE 15**

## **REDUCTION IN FORCE**

### **SECTION 1. PURPOSE.**

The Employer and the Union recognize that unit Employees may be seriously and adversely affected by a Reduction-In-Force (RIF), or Transfer of Function (TOF). This article describes procedures the Agency will follow in the event of a RIF or TOF as defined in this article. It is agreed that nothing in this article should limit the right of the Union to bargain over all negotiable aspects of any RIF or TOF, which may be required.

### **SECTION 2. NOTIFICATION.**

A. Notification to the Union. Written notification shall be made as soon as possible after it is determined that a RIF or TOF affecting bargaining unit Employees will be necessary. To the extent possible, such notice will be made no later than ninety (90) days prior to the implementation date. The notifications will include:

1. The reason for the action to be taken.
2. The approximate number of Employees who may be affected initially.
3. The types of positions anticipated to be affected initially.
4. The anticipated effective date that action will be taken.
5. The competitive area and levels that the Employer proposes may be involved initially in a RIF.
6. The manner in which Management anticipates exercising its discretion under Title 5 of the Code of Federal Regulations (CFR), Section 351, if known.

B. An individual Employee who is adversely affected by actions stated in this article shall be given a specific RIF notice not less than sixty (60) days prior to the effective date of the action. All such notices shall contain the information required by the Office of Personnel Management (OPM) and the Federal personnel regulations in addition to the information required by this article. The content of the notice shall include the following information:

1. The specific action to be taken.
2. The effective date of the action.

3. The Employee's competitive area, competitive level, subgroup, the service computation date, and the last three annual performance ratings of record during the applicable four (4) year period.
4. The place where the Employee may inspect the regulations and records pertinent to his/her case.
5. Grade and pay retention information.
6. The Employee's grievance or appeal rights.

### **SECTION 3. DEFINITION.**

#### **A. REDUCTION IN FORCE (RIF).**

This article governs the conduct of a RIF of bargaining unit Employees. A RIF may occur when the Agency releases a competing Employee from his or her competitive level by furlough for more than 30 days, separation, demotion, or reassignment requiring displacement. For RIF procedures to apply, such release is required because of lack of work, shortage of funds, insufficient personal ceiling, reorganization, the exercise of re-employment rights or restoration rights, or reclassification of an Employee's position due to erosion of duties when such action will take effect after the Department has formally announced a reduction-in-force in the Employee's competitive area and when the reduction-in-force will take effect within 180 days.

#### **B. TRANSFER OF FUNCTION (TOF).**

A TOF is the transfer of a continuing function from one competitive area to one or more other competitive areas, unless the function involved is virtually identical to functions already being performed in the new area(s). It also includes the movement of the competitive areas in which the function is performed to another commuting area.

#### **C. COMPETITIVE AREA.**

An area in which Employees compete for retention is known as a competitive area. A competitive area must be defined solely in terms of the Agency's organizational units and geographical location, and it must include all Employees within the competitive area as defined.

#### **D. COMPETITIVE LEVEL.**

Positions in a competitive area that are in the same grade (or occupational level) and classification series share the same competitive level when they are so alike that the incumbent of one position can successfully perform the critical elements of any other position in the level without loss of productivity or undue interruption. Competitive levels will be established consistent with statutory requirements and governing regulations.

## **SECTION 4. ACCESS TO INFORMATION.**

A copy of the retention register as well as other data necessary for the Union to carry out its representational responsibilities during RIF/TOF will be made available for review by the Union as soon as possible after the announcement of a RIF/TOF. The parties acknowledge that such information will not be in final form until after the effective date of the RIF/TOF has been officially determined. Additionally, upon submission of an Employee's written authorization, the Union may review any bargaining unit Employee's Official Personnel Folder (OPF) if the Employee believes that the information used to place him/her on the register is inaccurate, incomplete, or not in accordance with laws, rules, regulations, and provisions of this article.

## **SECTION 5. RECORDS.**

The Agency will maintain all lists, records, and information pertaining to actions taken under this article for at least 2 years in accordance with applicable rules and regulations.

## **SECTION 6. EMPLOYEE USE OF AUTHORIZED TIME AND DEPARTMENT FACILITIES.**

Employees, who as a result of RIF or TOF, are identified for separation, change to a lower grade, or reassignment outside the local commuting area shall be entitled to reasonable time while otherwise in a duty status without charge to leave for:

1. Preparing, revising, and reproducing job resumes and/or job application forms.
2. Participating in employment interviews.
3. Reviewing job bulletins, announcements etc.

4. Such Employees will also be entitled to reasonable use of the following facilities and/or services, except as prohibited by law or governing regulation, to assist in locating suitable employment: reproduction equipment, telephones, internal message mail service, e-mail, word processing, copying facilities, fax machines, and counseling through the Employee Assistance Program (EAP).

## **SECTION 7. PERFORMANCE APPRAISALS.**

Except for Employees who are re-rated after a period allowed in 5 CFR Part 432, annual performance appraisals to be used for the purpose of determining RIF retention standing will be frozen as of a predetermined date. The three (3) latest annual performance appraisals of record issued within the last four (4) years prior to this date will be used to determine the Employee's adjusted service computation date for RIF purposes. To be credited under this Section, an appraisal must have been issued to the Employee with all appropriate reviews and signatures and must be on record.

## **SECTION 8. RELEASE FROM COMPETITIVE LEVEL.**

When an Employee is to be released from his/her competitive level, the Employee's assignment rights, if any, will be determined in accordance with Government-wide rules.

## **SECTION 9. EMPLOYEE RESPONSE TO SPECIFIC NOTICE.**

The Parties agree that the Employee will be given a reasonable amount of time not less than five (5) workdays to reply to a specific RIF notice.

## **SECTION 10. EMPLOYEES RELOCATED TO A DIFFERENT GEOGRAPHIC AREA.**

The Parties agree that this matter will be addressed during impact and implementation bargaining over any RIF action taken in the bargaining unit, which results in the relocation of bargaining unit Employees to different geographic areas.

## **SECTION 11. DETAILS.**

Employees on detail will not be released during a RIF from the position to which they are detailed, but rather from the affected Employee's permanent position of record.

## **SECTION 12. TRANSFER OF FUNCTION.**

Transfer of function will be carried out in accordance with the requirements of law and governing regulations.

## **SECTION 13. REEMPLOYMENT PRIORITY RIGHTS OF AFFECTED EMPLOYEES.**

The Employer agrees to establish a positive program to assist Employees adversely impacted by RIF or TOF in accordance with law and applicable regulations. Such assistance shall include, but not be limited to: maintaining a Reemployment Priority List, complying with any applicable Career Transition Assistance Programs and encouraging placement of adversely affected Employees in other Federal agencies within the commuting area.

## **SECTION 14. SPECIAL PROBLEMS.**

A. Management will provide a special group counseling session conducted by the EAP to cover such matters as handling of stress during periods of job insecurity and any other assistance, which EAP can provide adversely affected Employees. This session will be conducted on administrative leave, and will not be counted against the individual's right to administrative leave for EAP services covered elsewhere in this Agreement. Such a session will be scheduled in a timely manner.

B. Within the limits imposed by law and regulation, the Employer will make every reasonable effort to assist and/or lessen undue adverse impact on minorities, females, and handicapped Employees (eligible for appointments under Schedule A, Sections 213.3102 (t) and (u) of the Federal Personnel regulations) displaced or facing displacement as a result of RIF.

## **SECTION 15. NEGOTIATIONS.**

Impact and implementation bargaining for a specific RIF/TOF expected to affect bargaining unit Employees will be accomplished in accordance with procedures contained in Article 30, "Mid-Term Bargaining."

# ARTICLE 16

## TELEPHONE MONITORING AND RECORDING

**SECTION 1.** The Parties recognize telephone monitoring and recording as an industry-based methodology for quality assessment for a telephone call center. Telephone monitoring and recording is considered technology designed for quality review and a means to ensure courteous, accurate, and professional service. Telephone recording is also a helpful tool in resolving disputes regarding the Employee's handling of the call. Employees can self-initiate call recording when deemed necessary (e.g., to record a threatening call).

**SECTION 2.** All Employees whose telephone calls will be subject to telephone monitoring and recording will be notified of such in writing. Only those telephones used in the performance of the Employees' official duties will be monitored and/or recorded.

**SECTION 3.** The results of telephone monitoring and recording may be utilized for a variety of management functions, including, but not limited to: training, coaching, counseling, quality assurance and performance evaluation. The review process is defined as the listening or observing of a call either at the time the call is actually taking place or at a later time by listening to the recorded call.

**SECTION 4.** The results of the review process will be documented. The documented results will include what was not done correctly, and as appropriate, list what corrective action should be taken to improve the call. The Employer agrees to provide Employees with feedback regarding any problems identified during the review process within a reasonable period of time after the call takes place. The Employee will be given the opportunity to provide a response to the documented results and an opportunity to hear the recorded call. The Employer has the final decision on whether an identified problem will be considered as a valid issue.

**SECTION 5.** The Employer will ensure that consistent methodology is applied among performance evaluators when assigning scores in a review of telephone calls used during the performance evaluation process. The Employer will retain all monitor scores for at least thirty (30) days after the scores have been used in assigning the employee's annual performance rating. The delimitation of an error will be identified in the monitoring procedures.

**SECTION 6:** If problems or issues identified through the review process are determined to be a training issue, the Employee will receive appropriate guidance or training, as necessary, on the issue.

**SECTION 7:** The Parties agree that prior to the implementation of telephone recording, management will conduct a 90 calendar day pilot implementation period. At the completion of the ninety (90) calendar days, three (3) members of Management and three (3) members of the Union will meet an average of two (2) times per week during the next thirty (30) calendar days to review information gathered during the pilot implementation period and discuss how the information will be used in Performance Work Plans and monitor forms. Bargaining unit employees will not be negatively impacted during the ninety (90) calendar day pilot implementation period, nor during the following thirty (30) calendar day period (for a total of one hundred and twenty [120] calendar days) as a result of recorded telephone calls. As an example, monitor scores will not be counted during the entire one hundred and twenty (120) calendar day period.

# **ARTICLE 17**

## **SAFETY, HEALTH, ENVIRONMENT AND WELLNESS**

### **SECTION 1. GENERAL.**

The parties recognize that a safe and healthful work environment is valued by the Employer, is necessary for the accomplishment of the Agency's mission; and contributes to a high quality of life for the Employees. It shall be the responsibility of the Employer to establish and maintain an effective and comprehensive Occupational Safety and Health Program in accordance with Public Law 91-596, the Occupational Safety and Health Act of 1970, Executive Order 12196, and Title 29 of the Code of Federal Regulations (CFR) Part 1960. The Employer shall furnish places and conditions of employment, which are free of recognized hazards and unhealthful working conditions.

### **SECTION 2. UNION PARTICIPATION.**

A. The Employer recognizes that Union participation in its Occupational Safety and Health Program is essential for the success of that Program. The Union has the right to advise the Employer concerning safety and health problems.

B. The Union will designate one representative who will serve as the Union's point of contact for safety and health matters. Functions of the Safety and Health Representative will include such matters as participating in inspections of work areas, reporting on inspection findings to the appropriate management official, participating, as appropriate, in inspections conducted by governmental authorities outside the Agency's control, and receiving and forwarding Employee reports of unsafe or unhealthy conditions to the Employer's safety representative.

C. The Union will be given the opportunity to participate in all scheduled workplace inspections which are intended to detect hazards to Employee safety and health, whether conducted by Department Safety and Health personnel, non-Agency Employees acting on behalf of the Employer, Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (EPA) personnel, or other regulatory agencies and bodies.

### **SECTION 3. REPORT, EVALUATION, AND ABATEMENT OF UNSAFE AND UNHEALTHFUL WORKING CONDITIONS.**

A. Any Employee, group of Employees, or representative of Employees who believes that an unsafe or unhealthful working condition exists in any workplace, has the right to report such condition to the appropriate supervisor, the appropriate Safety and Health official, or the Union. In the case of

immediate threat to life or danger of serious physical harm, the Employee shall immediately report the situation to the supervisor or Safety and Health personnel.

B. Safety and Health personnel will evaluate Employee reports of unsafe or unhealthful working conditions in accordance with 29 CFR 1960. The Union will be formally notified of all serious hazards as defined in 29 CFR 1960.

C. The Employer agrees to ensure prompt abatement of unsafe and unhealthful working conditions. An abatement plan will be prepared if the abatement of an unsafe or unhealthy working condition will not be possible within thirty (30) calendar days. When abatement action is dependent upon GSA, the abatement must be prepared in conjunction with appropriate members of that group. The Union Health and Safety Representative will be timely notified and consulted. The plan shall contain a proposed timetable for the abatement and a summary of steps being taken in the interim to protect Employees from being injured because of the unsafe or unhealthy working conditions.

#### **SECTION 4. COMPREHENSIVE ANALYSIS OF INJURIES AND ILLNESSES.**

Upon written request, the Union will be provided any available sanitized reports of job related injury and/or illness claims filed during a given period.

#### **SECTION 5. IMMINENT DANGER SITUATIONS.**

A. The term “imminent danger” means any conditions or practices in any workplace which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through normal procedures [29 CFR 1960.2(u)].

B. In the case of imminent danger situations, an Employee who becomes aware of an imminent danger shall report it by the most expeditious means available. The Employee has a right to decline to perform his/her assigned tasks because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures. However, in these instances, the Employee must report the situation to his/her supervisor or another supervisor who is immediately available. Any refusal by an Employee to perform an assignment is subject to the Employer’s right to take disciplinary action for refusal of an assignment if it is determined that there was no reasonable basis for the Employee’s allegations of imminent danger.

C. If the condition can be corrected and the corrected condition does not pose an imminent danger, the Employee must return to work. If the supervisor cannot correct the condition, the supervisor shall request an inspection by facility safety and/or health personnel.

## **SECTION 6. ALLEGATIONS OF REPRISAL.**

The Employer agrees there will be no restraint, interference, coercion, discrimination, or reprisal directed against an Employee for filing a report of an unsafe or unhealthful working condition or for participating in Department Occupational Safety and Health Program activities or because of the exercise by an Employee on behalf of himself/herself or others, of any right afforded by Section 19 of the Occupational Safety and Health Act, Executive Order 12196, or 29 CFR 1960.

## **SECTION 7. WORK-RELATED INJURIES AND ILLNESSES.**

A. Employees must report all injuries that are work-related to their supervisor. When an Employee reports being injured or becoming occupationally ill in the performance of duties, s/he will be informed by the Employer of the procedures for filing a claim for benefits under the Federal Employees Compensation Act. The Employer will inform the Employee of leave options including sick leave, annual leave, and leave without pay and the implications of each in respect to workers compensation pending a ruling by the Office of Workers Compensation Programs (OWCP).

B. An injured/ill Employee returning to work with a medical certificate verifying that the Employee is partially recovered and able to work with restrictions will be considered for light duty. The Agency will make every reasonable effort to locate light duty work for the Employee in the unit in accordance with Government rules and regulations.

## **SECTION 8. TEMPERATURE CONDITIONS.**

The parties recognize that temperature conditions in and around work areas can have a direct bearing on Employees' health. The Employer will make reasonable efforts to provide comfortable humidity and temperature control. The parties agree that the problem of temperature extremes, either hot or cold, and appropriate measures to reduce the risk of exposed Employees are appropriate matters for referral to facility Health and Safety personnel.

## **SECTION 9. ASBESTOS.**

A. Management will review all construction and/or space modification contracts to determine if asbestos is present and, if so, how to proceed with appropriate removal or containment.

B. Management will notify the local Union prior to initiating procedures for asbestos removal.

C. Where it has been determined that asbestos exists in a facility, Management will conduct periodic air sampling as appropriate. If air sampling indicates that airborne concentrations of asbestos fibers exceeds regulatory levels, exposed Employees will be notified in writing of the exposure within five (5) days after discovery of the excessive asbestos concentration. Management will assist affected Employees in filling out and filing the appropriate OWCP forms.

D. If the airborne asbestos concentration amounts are exceeded, Management will ensure abatement of the asbestos hazard pursuant to 29 CFR 1910.1001(f). If significant airborne asbestos particles are detected, Management will conduct sampling at intervals of no greater than three (3) months to monitor Employee exposure levels. The Union Health and Safety Representative will be given a copy of tests monitoring asbestos levels.

E. Asbestos abatement plans may include, but is not limited to, the discontinuance of work or the shifting of Employee work location. Notice of such abatement action will be provided to the Union in advance, except in an emergency in which the Union will be notified as soon as possible. Management will meet its labor obligations in both instances.

F. Management will ensure that all external surfaces within the unrestricted work environment in any facility shall be maintained free of accumulation of asbestos fibers.

G. Asbestos and asbestos-contaminated material shall be collected and disposed of in accordance with appropriate Environmental Protection Agency regulations.

## **SECTION 10. ON-SITE SECURITY.**

A. Management will make reasonable efforts to protect Employees from abusive and threatening occurrences and will take reasonable precautions to ensure such protections.

B. The Employer will arrange for emergency protective assistance to enable Employees to receive assistance if the situation requires it.

C. Employees will not be required to divulge personally identifiable information to the public in individual circumstances where the Employee reasonably believes harassment or physical abuse may result. In such cases, the Employee should inform the supervisor in a timely manner.

D. All phones will be labeled with appropriate emergency numbers.

## **SECTION 11. EMERGENCY PREPAREDNESS.**

A. The facility shall have an Emergency Preparedness Plan. This plan will publish the chain of command, which will identify a member of Management who will be physically present for Employee direction during all scheduled work hours in each installation. The plan will also cover Employee procedures in the event of fire, earthquake, bomb threat, tornado, flood, hurricane, or similar emergency. Evacuation drills will be conducted annually. The Union will be afforded an opportunity to comment and provide input regarding the plan.

B. Management will ensure that when a decision is made to evacuate the building, all work areas will be notified without undue delay in order to ensure prompt and orderly evacuation. Management will take steps to ensure that Employees are informed of the safety area where they are to report until they can reenter the building. Appropriate action will be taken to ensure that Employees are able to cross heavy traffic areas in order to reach that area quickly and safely. If there is an emergency in an

office or work area, the first concern is for the Employees. Should it become necessary to evacuate the building, the Employer will take necessary precautions to guarantee the safety of Employees. Individuals ordinarily will not be readmitted until it is determined in conjunction with whatever expert resources have been called in, depending on the circumstances, that there is no longer danger to the evacuated personnel. "Expert resources" may include, but are not limited to, local police departments, the Federal Protective Service, local fire departments, appropriate health authorities, etc. The Union Health and Safety Representative will be notified as soon as possible regarding the emergency.

C. The Employer will annually identify to the Centralized Servicing Center (CSC) workforce the names of CSC employees who are currently CPR certified and agreeable to performing Cardio-Pulmonary Resuscitation (CPR) in an emergency. If the Agency pays for employees to become certified in CPR training, those employees who wish to attend must agree to be identified on the aforementioned CPR list before they can attend the course.

D. Management agrees that the first concern when an Employee is injured on the job is to make certain that the Employee gets prompt emergency medical aid. Doubts over whether medical attention is necessary will be resolved in favor of arranging medical aid.

E. When it is necessary to assist an Employee to return home because of illness or incapacitation or to provide transportation to a medical facility, Management will arrange for transportation. If a co-worker is required to transport the Employee, there will be no charge to leave for the co-worker.

F. Management agrees to maintain adequate first aid supplies at each permanent installation. All Employees will have reasonable access to these supplies.

## **SECTION 12. VIDEO DISPLAY TERMINALS.**

**VIDEO DISPLAY TERMINAL (VDT)** refers to a word processor or computer terminal that displays information on a television-like screen (cathode ray tube).

A. The policy of the Employer is to provide safe and healthful workplaces for all Employees. In keeping with the policy, the Employer acknowledges that there are certain ergonomic and environmental factors that can contribute to the health and comfort of VDT users. These factors involve the proper design of work stations and the education of managers, supervisors, and Employees about the ergonomic job design and organizational solutions to VDT problems as recommended in various studies published by the National Institute for Occupational Safety and Health (NIOSH).

B. The Employer agrees that Employees should be provided information about ergonomic hazards and how to prevent ergonomically-related injuries. This information could be provided by OSHA Safety and Health Guidelines and other available literature.

## **SECTION 13. INDOOR AIR QUALITY.**

A. The parties agree that all Employees are entitled to work in an environment containing safe and healthful indoor air quality.

B. The Employer shall provide safe and healthful indoor air quality by conforming to laws, guidelines, regulations, and/or policies issued by federal regulatory agencies such as OSHA, EPA, and the General Services Administration.

C. In compliance with engineering standards, the Employer shall maintain ventilation efficiency.

#### **SECTION 14. LABOR-MANAGEMENT WELLNESS COMMITTEE.**

The Union / Employees will participate in the existing Wellness Committee. The Union will designate one individual to represent the CSC bargaining unit.

# **ARTICLE 18**

## **CAFETERIA AND BREAK AREAS**

### **SECTION 1: CAFETERIA.**

A. The Employer agrees to work with the Facilities Manager to continue to provide eating facilities for its Employees. However, if it is determined that the existing eating facilities are of poor quality, to be closed, or relocated, the Union will be notified as soon as practical. At the earliest possible date, subsequent to the Union request, officials of the Employer and the Union will meet and confer on implementation of the action and on ways and means to attempt to minimize the impact upon affected bargaining unit employees.

B. If the cafeteria will be closed for lunch and it is not possible to provide Employees with advance notice of such closing, the Employer will give Employees the opportunity to extend their lunch period subject to supervisory approval to allow reasonable travel time to and from local restaurants. Normally, such commuting time will not exceed 15 minutes beyond the Employee's normal lunch period.

### **SECTION 2: BREAK AREAS.**

A. The Employer agrees to continue to provide break areas in each work area for Employees' use during breaks and lunch.

B. Smoking areas will be accessible to handicapped Employees. The Employer will attempt to provide smoking areas of adequate size to accommodate those who desire to utilize it. The Employer agrees to work with the Facilities Manager in attempt to provide additional ash cans for Employees' use in designated smoking areas.

# **ARTICLE 19**

## **TEMPORARY, PROBATIONARY, AND PART-TIME EMPLOYEES**

### **SECTION 1. GENERAL.**

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

### **SECTION 2. TEMPORARY EMPLOYEES.**

- A. Temporary Employees may be separated at any time upon written notice from the Agency.
- B. When it is decided that a temporary Employee is to be separated because of lack of work prior to his/her "Not to Exceed" date, the Employee will be given written notice of this decision, if possible, prior to the effective date of the action.
- C. When a temporary Employee is to be separated due to performance, these performance problems will be brought to the Employee's attention, if possible, before termination of the temporary appointment.

### **SECTION 3. PROBATIONARY EMPLOYEES.**

- A. The Employer agrees to provide probationary Employees with the opportunity to demonstrate and develop their proficiency.
- B. During the probationary period, the Employee's conduct and performance of the actual duties of his/her position may be observed, his/her pre-employment background investigated, and s/he may be separated from the service at any time if, after a full and fair trial, it becomes apparent that the Employee's conduct, general character traits, or capacity do not fit him/her for satisfactory service. Such a separation may not be based on partisan political reasons, marital status, race, color, religion, sex, national origin, physical handicap, or age discrimination.
- C. The Employer will ensure that all Probationary Employees will be informed in writing of any concerns with their work performance and conduct that cause them to demonstrate their lack of fitness or qualifications for continued employment. The Employer will ensure this process is fair and equitable. The Employer may utilize Form AD-507, "Probationary or Trial Period Report", as needed, to document issues and corrective actions to be taken. If the form is used, the Employer will ensure the Probationary Employee receives a copy of Form AD-507. Upon request by the Employee, the supervisor will discuss

its contents. The Union can be provided a copy, upon receiving permission from the employee & providing the Employer with a written request for Form AD-507 and a copy of the Employee's permission.

D. Probationary Employees have the right to Union representation in accordance with the provisions of this Agreement.

E. If possible prior to terminating a probationary Employee, the Supervisor will communicate any concerns in writing regarding the Employee's conduct, behavior, performance, attendance, suitability, etc., that would be cause for dismissal. When it is determined that a probationary Employee is to be separated, the Employee will be given written notice of the decision.

#### **SECTION 4. PERMANENT PART-TIME EMPLOYEES.**

A. Employer agrees to maintain sufficient permanent part-time positions to accommodate Employee requests, if possible, consistent with the budget, mission, and workload considerations.

B. The Employer agrees to establish regular tours of duty for permanent part-time Employees, which are consistent with appropriate laws, regulations, and this Agreement. Tours of duty are established by the Employer and determine the Employee's eligibility for pay on holidays. Based on workload requirements, the Employer will establish the days and hours during which permanent part-time Employees will be scheduled to work. Permanent changes in tours of duty affecting general conditions of employment will be subject to appropriate negotiations with the Union.

C. If permanent part-time Employees' services are necessary for more than their scheduled tour of duty, volunteers will initially be solicited within the work area. Where insufficient volunteers are obtained in the organizational element, Employees will be required to work in the order of inverse seniority based on the computation date from among qualified Employees.

D. Part-time Employees who desire to do so may request to work on their day off. Management will consider such requests as long as work is available and budget considerations permit the working of additional hours.

E. Prorated leave for permanent part-time Employees is based on actual hours worked.

#### **SECTION 5. CONVERSION FROM FULL-TIME TO PART-TIME OR PART-TIME TO FULL-TIME.**

A. Individual employees who desire to convert from a full-time work schedule to a part-time work schedule or from part-time work schedule to a full-time work schedule for personal reasons should make their request known to their immediate supervisor in writing. The immediate supervisor will consider the request based on workload, staffing, and budgetary requirements. When the approval of such requests require higher level authority, the supervisor will forward the request with his/her recommendations to the appropriate management official.

B. The Human Resources Office will advise the Employee, prior to implementing such requests, of the effects of the change from full-time to part-time or part-time to full-time employment on the Employee's pay, benefits, working conditions and other rights or entitlements.

C. Whenever a supervisor chooses to announce a permanent full-time vacancy under Merit Promotion procedures and there are permanent part-time Employees who are in the same position and grade level within the same organizational component of the vacancy, the Supervisor will notify those part-time Employees of the Employer's intent and provide the Employees the opportunity to submit an application under the vacancy announcement. The Employer will consider those part-time Employees who are referred.

# **ARTICLE 20**

## **LEAVE AND ABSENCES**

### **SECTION 1. LEAVE INCREMENTS.**

All absences will be charged in fifteen (15) minute increments.

### **SECTION 2. ANNUAL LEAVE.**

A. **ACCRUAL AND USE.** Employees shall earn, accrue, and use annual leave in accordance with applicable laws and regulations.

1. The use of annual leave is an entitlement of the Employee, subject to the leave being properly requested and approved in advance by the supervisor in accordance with work requirements. Reasonable attempts will be made to accommodate Employees with respect to approving scheduled annual leave. Employees will cooperate with their supervisors in planning and scheduling annual leave.

2. The Employer will ensure that once scheduled annual leave is approved in accordance with this Article, it will not be cancelled by the Agency except when necessary to meet bona fide emergency situations. The Employer will be sensitive when a bona fide emergency requires the cancellation of approved scheduled annual leave and the employee has made a monetary deposit.

3. Approval of the annual leave on the vacation schedule constitutes approval of the leave. However, Employees must still submit properly a request for such leave in advance. This is to confirm for the supervisor that leave is to be taken and to provide the actual dates and hours of the absence for the time and attendance clerk for preparation and documentation of the time and attendance sheet.

4. Approval of leave on a vacation schedule is based on the presumption of available accrued annual leave at the time the vacation is taken. Such approval does not imply approval of leave without pay (LWOP) if sufficient annual leave is not available for the vacation time.

5. Annual leave for a known absence, which is not requested on the vacation schedule must be requested in advance by submitting an OPM Form 71 to the immediate supervisor/designee normally not later than one work day prior to the absence. Leave is not considered to be approved until the supervisor or his/her designee has signed the OPM Form 71 and informed the Employee of approval.

#### **B. UNSCHEDULED ANNUAL LEAVE.**

1. Annual leave for emergency unforeseen reasons may be granted when it is not scheduled in advance and business permits. Annual leave for personal emergencies, ordinarily infrequent in number, will be granted unless there is an operational exigency as determined by the Employer, which

requires the Employee's presence. The Employer will make a reasonable effort to allow the maximum number of Employees to use annual leave.

2. Requests for unscheduled annual leave will be held to a minimum. When circumstances arise necessitating an absence not previously approved, the Employee may not presume automatic approval of annual leave. The Employee must contact their immediate supervisor or designee to request approval of the use of annual leave no later than one hour after the Employee's designated start time. Requests for the use of unscheduled annual leave shall be considered based on individual justification and as circumstances warrant. When an Employee calls in for unscheduled annual leave and is unable to speak with their immediate supervisor or designee, the Employee must contact the monitor station (in telephone units)/next higher-level supervisor or designee, no later than one hour after the Employee's designated start time. Should the Employee be unable to reach these individuals, the Employee can leave a message on the immediate supervisor's or designee's voicemail. This voice mail message must provide a telephone number where the Employee can be reached for the next two (2) hours, information as to the reason for the absence, and the expected length of their absence. In the event the Employee is not at a telephone number where they can be reached, the Employee will leave a message indicating the time s/he will call the supervisor or designee back. If the absence exceeds the amount of leave originally approved, the Employee must request additional leave from the supervisor/designee using the same procedures as above.

3. If the Employee does not personally speak with the immediate supervisor when placing the request for unscheduled leave, the supervisor may contact the Employee by telephone if there is a question about the approval of leave, about a work assignment, or if the employee has not provided sufficient information about the absence, as stipulated above.

4. If the supervisor needs to contact the Employee by telephone, the call will normally be made within 2 hours of the Employee's designated start time. If the facts as determined by the supervisor warrant the approval, the supervisor will approve the annual leave. If the employee's services cannot be spared for the requested period of unscheduled annual leave, the Employee will be notified of such and provided a reasonable amount of time based on the employee's commute time and communicated situation to report to work. The amount of unscheduled annual leave approved by the supervisor up until the required report time will be charged as annual leave, credit hours, or other appropriate leave category as requested by the Employee. Should the employee not report as required, the employee will be charged as absent without leave (AWOL) commencing from the required report time. If requests for unscheduled leave are frequent or repetitive, the procedures outlined in Section 5(F) of this Article will be followed.

### **C. SCHEDULING VACATION LEAVE.**

During the months of February and August of each year, Employees will be notified to submit requests for extended annual leave of one calendar week or more and/or requests for days immediately preceding and following holidays for six (6) month periods, April through September and October through March, respectively. Such written requests should be submitted to the appropriate leave-approving official by the last day of February and August, respectively. When conflicts arise in scheduling annual leave requests received during the request periods above, they will be resolved by the Employees attempting to work out the conflict among themselves. If the conflict is not resolved, the conflict will be resolved by using the Service Computation Date (SCD) roster. The procedure will operate as follows:

1. Each leave-approving official will initially establish an Employee Annual Leave Roster in SCD order (from earliest to most recent).
2. This roster will be used to resolve individual conflicts in favor of, and at the option of, the Employee first on the list having the earliest SCD. If there are ties in SCD, birthdays (month and day) will be used to break the tie with birthdays in January getting first priority and birthdays in December getting last priority.
3. The Union and Employees will have access to the rosters.
4. Employees who request a particular date for leave during February/August but whose names are not reached on the roster can have their names added to a “waiting list.” The waiting list will be maintained by the supervisor in SCD order. If an Employee who previously was approved for that date cancels his/her request for leave, the most senior person on the waiting list will be provided the option of taking leave on that date.
5. When extended annual leave requests are submitted after the February or August leave scheduling periods, the leave requests will be considered on a first-come, first-served basis.
6. Approval of vacation leave will be made based on of how many individuals can be released on the particular workday without deterring the Agency’s ability to meet its mission functions and provide the necessary coverage. For the purpose of leave planning, bi-lingual employees will be listed with English only employees by SCD. Management will identify, based on business needs, the maximum number of employees who can be absent on the particular workday. Leave will be scheduled in SCD order until the total maximum number of employees who can be absent that workday is reached. If the maximum number of bi-lingual employees who can be absent that workday is reached, but the total maximum number of employees has not been reached, there may be situations where a bi-lingual employee may be skipped on the SCD list, due to business needs for his/her language skills, and the next English only employee approved leave.

### **SECTION 3. TARDINESS.**

- A. An Employee who is tardy may be charged annual leave, leave without pay (with the Employee’s consent), absent without leave (AWOL), or the Employee may request (subject to supervisory approval) to make a temporary change in his/her scheduled hours of work in order to make up the time at the end of the day. Supervisors may excuse infrequent, brief periods of tardiness (up to 59 minutes) without charge to leave or require the Employee to make up the time at the end of the day.
- B. An Employee on a flexible work schedule who arrives for work after his/her designated start time but during the available flexible band will be expected to make up the late arrival by adjusting his/her departure time accordingly, or by using leave. If the Employee fails to adjust the departure time, s/he may be charged with AWOL.

## **SECTION 4. EXCUSED ABSENCES.**

### **A. REGISTRATION AND VOTING.**

1. The Employer will excuse Employees for a reasonable time, when practicable to do so without seriously interfering with operations, to register to vote in Federal, State, county, or municipal elections or in referendums on any civic matter in their community. Leave will be granted to register to vote only if registration cannot be accomplished on a non-workday, during non-work hours, or by mail.

2. If an Employee's normal work hours would not permit the Employee to vote, an Employee may be excused from duty to vote to permit the Employee to report for work three (3) hours after the polls open or to leave work three (3) hours before the polls close, whichever results in the lesser amount of time off. An Employee requesting excused absence for these purposes must submit an Office of Personnel Management (OPM) Form 71, "Request for Leave or Approved Absence", to the immediate supervisor or designee no later than one workday before the day of the requested absence.

### **B. INCLEMENT WEATHER.**

1. All CSC Employees are to presume that the office is open each regular workday unless specifically announced otherwise. Although Employees are expected to be prepared to deal with most emergencies, conditions might occur which will make the closing of all or some CSC offices necessary.

2. The decision to close the office or open it late will be made by the Employer. An announcement of full day closing or delay in opening will be made through CSC Voice Response Unit (VRU) or the news media. Employees are required to telephone the CSC VRU prior to their start time to determine if the office is closed, open for business as usual, or if there is a delay in opening. If the CSC VRU is unavailable and depending on the circumstances of the particular situation, attempts to communicate a closing decision will be made as early as possible. Employees are expected to listen to radio or television news broadcasts should the CSC VRU not be available. If the office will be open and the Employee is unable to report for work, the Employee must request unscheduled annual leave following the procedures contained in Section 2B of this Article. Failure to do so may result in the absence being charged as AWOL.

3. The Employer will normally excuse Employees from duty when necessary because of the above conditions unless Management determines Employees are engaged in work that cannot be suspended or interrupted. Such Employees will be personally notified of the requirement to be present at work.

4. Generally, when the office is closed all day because of hazardous weather, Employees scheduled to work or on approved scheduled leave will be entitled to administrative leave for the whole day. Employees in a non-pay status (AWOL, LWOP, suspension) on the day before and after the day of closure and Employees on a compressed day off the day of the closure are not entitled to administrative leave.

5. When the office closes early or opens late due to hazardous weather, Employees who worked any part of the day will be excused for the period of closure. However, such Employees will be charged appropriate leave for any period of absence on that day which is not covered by the closure. Employees on a compressed day off or on leave for the whole day are not entitled to administrative leave for any part of the day.

6. If inclement weather prevents bargaining unit Employees from getting to work, but the duty station is not closed, Management will adopt a liberal annual leave policy.

## **SECTION 5. SICK LEAVE.**

A. Employees shall earn, accrue, and use sick leave in accordance with applicable laws and regulations. The use of sick leave is subject to the approval of the supervisor. Sick leave may be granted in fifteen (15) minute increments.

B. When requesting sick leave due to illness, injury, or incapacitation, Employees must personally contact their immediate supervisor or designee to obtain approval for the use of sick leave no later than one hour after the Employee's designated start time on the first day of the absence. When an Employee calls in to request sick leave and is unable to reach their immediate supervisor or designee, the Employee may contact the monitor station (in telephone units) or the next higher supervisor/designee, no later than one hour after the Employee's designated start time. If the Employee is unable to reach either of these individuals, the Employee can leave a message on the immediate supervisor's or designee's voicemail. This voice mail message must provide a telephone number where the Employee can be reached for the next two (2) hours, information as to the reason for the absence, and the expected length of their absence. In the event the Employee is not at a telephone number where they can be reached, the Employee will leave a message indicating the time s/he will call the supervisor or designee back. The Employee is not required to reveal the exact nature of the illness in order to have the request for sick leave approved. The Employer will ensure that all bargaining unit employers are aware of the Agency representatives authorized to approve leave. This information will be kept updated to all employees in a timely manner. If the absence exceeds the amount of leave originally approved, the Employee must request additional leave from the supervisor/designee using the same procedures as above.

C. Employees who are incapacitated for duty because of serious illness or disability may be advanced sick leave for up to thirty (30) days (two hundred and forty [240] hours) of sick leave in accordance with governing law, regulations, and procedures contained in RD Instruction 2066-A, "Leave Program". The Employee will not be required to use annual leave prior to utilizing the advanced sick leave.

D. When requesting sick leave for medical appointments, the Employee must submit an OPM Form 71 to the immediate supervisor or designee no later than one workday before the absence. Leave is not considered approved until the supervisor or designee has signed the OPM Form 71 and informed the Employee of approval.

E. **ACCEPTABLE MEDICAL DOCUMENTATION.** An Employee not under leave restriction who is absent due to illness, injury, or incapacitation will not be required to furnish a medical certificate from a health care practitioner or other administratively acceptable evidence to support his/her absence unless the absence exceeds five consecutive workdays or there is reason to question the absence (i.e., previously denied annual leave for the same day) To be acceptable, the medical documentation must be on the physician's stationary and contain an original signature of a licensed health care practitioner. The documentation must state the dates of the absence and the nature of the incapacitation. The medical documentation should normally be submitted the first workday upon the Employee's return to work. If

the absence will be for an extended period of time, the Employee may be required to submit acceptable medical documentation prior to his/her return to work.

**F. EXCESSIVE LEAVE USAGE.**

1. When a supervisor has sound reasons to believe an Employee is using excessive unscheduled leave, the supervisor will orally counsel the Employee. If improvement is not shown, the supervisor may then issue a letter of warning to the Employee. The letter will include the evidence supporting the basis for a determination of excessive leave usage, what the Employee must do to correct the problem, and that leave restriction which may result if the problem is not corrected.

2. If, after the oral counseling and written warning, the problem has not been corrected, the Employee may be placed on leave restriction. Such leave restriction will explain the reason for the restriction, the conditions and requirements for approval of any subsequent leave requests, and the consequences of not abiding by such. Such leave restrictions will be fair, reasonable, and equitably applied to all Employees. Leave restrictions will normally not place tighter leave procedures on an Employee than those outlined in this article. However, the Parties understand that the supervisor retains the authority to approve leave. Supervisors will be encouraged to use the standardized leave restriction letter provided to them by Human Resources.

3. The initial leave restriction will be for a period of sixty (60) days. At the end of the sixty (60) days, the Employee's attendance will be reviewed. If there have been no further problems of the type which gave rise to the leave restrictions, the leave restrictions will normally be removed. If the Employee's attendance has not improved, the leave restriction will be extended for a period of ninety (90) days. At the end of the ninety (90) days (sixth month), a review will be made of the Employee's attendance. At that time, a written determination will be made whether to remove the Employee from leave restrictions or continue them.

4. If an Employee's leave practices deteriorate within six (6) months after the removal of leave restrictions, leave restrictions will again be imposed for a period of ninety (90) days.

**SECTION 6. LEAVE WITHOUT PAY.**

Leave Without Pay (LWOP) is a temporary non-pay status. Employees must apply for LWOP in advance, unless appropriate mitigating circumstances exist. All requests for LWOP will be submitted in advance to the immediate supervisor on an OPM-71 no later than one workday prior to the absence. If an appropriate mitigating circumstance prevents the requesting of LWOP in advance, the Employee must request LWOP in accordance with the procedures contained in Section 2B of this Article. Except for disabled veterans needing medical treatment, reservists and National Guardsmen requesting leave for military training, Employees requesting non-paid leave under provisions of the Family and Medical Leave Act, or as otherwise provided in law and regulation, LWOP is not a matter of right and may be approved/disapproved at the discretion of Management based on workload considerations and/or the Employee's previous leave usage.

## **SECTION 7. VOLUNTARY LEAVE TRANSFER PROGRAM / LEAVE BANK.**

As authorized by Title 5 of the Code of Federal Regulations (CFR) Chapter 630 Subpart J, Employees are entitled to donate and receive leave for medical emergencies. By reference, the definitions, eligibility criteria and administrative provision pertaining to a Voluntary Leave Transfer Program are contained in 5 CFR 630, Subpart J. Procedures governing Voluntary Leave Transfer/Bank Program in Rural Development are contained in Rural Development Instruction 2066-A, "Leave Program."

## **SECTION 8. COURT LEAVE.**

Employees will be granted court leave in accordance with law, regulations and as provided in Rural Development Instruction 2066-A, "Leave Program". These provide, in part, that an Employee with a regular scheduled tour of duty is entitled to court leave when summoned in connection with any judicial proceeding by a court or by an authority responsible for conducting such proceedings, to serve as a juror or as a witness on behalf of any party in connection with any judicial proceeding to which the United States, the District of Columbia, or a State or local government is a party unless the Employee is performing official duty during this proceeding or the Employee is a plaintiff testifying in his/her own behalf. An Employee performing official duty during a judicial proceeding is not entitled to court leave but is considered in regular duty status. An Employee will not be granted court leave for time spent as a plaintiff testifying in his/her own behalf but may be granted annual leave or LWOP for this purpose.

## **SECTION 9. MILITARY LEAVE.**

Employees will be granted military leave consistent with governing law, regulations, and Agency procedures. Under these procedures, full-time permanent and part-time permanent Employees who are members of the National Guard or the Armed Forces Reserves may be granted up to fifteen (15) calendar days of regular military leave in a fiscal year for active duty and for inactive duty for training, as provided in section 1106 of Public Law 106-65, the National Defense Authorization Act for Fiscal Year 2000, amended section 6323(a)(1). Additionally, military leave is allowed to accumulate for use in the succeeding fiscal year until it totals fifteen (15) days at the beginning of a fiscal year. For part-time Employees, military leave is prorated based on the number of hours in the Employee's workweek. Procedures governing the granting of military leave are addressed in RD Instruction 2066-A, "Leave Program."

## **SECTION 10. FAMILY FRIENDLY LEAVE/FAMILY AND MEDICAL LEAVE.**

The Employer agrees to comply with and provide Employee all rights and benefits enumerated in the Family Friendly Leave Act and the Family Medical Leave Act.

## **SECTION 11. RELIGIOUS COMPENSATORY TIME.**

The Employer agrees to grant religious compensatory time to Employees in accordance with the provisions of law, regulation and RD Instruction 2066-A, "Leave Program". Employees may elect to work compensatory overtime for the purpose of taking time off without charge to personal leave when personal religious belief requires that the Employee abstain from work during certain periods of the workday or workweek.

## **SECTION 12. GOVERNING PROCEDURES.**

The Parties agree that all other applicable laws, regulations, and RD Instruction 2066-A, "Leave Program", will govern the use of annual, sick and other leave not otherwise discussed above.

# **ARTICLE 21**

## **TIMELY AND PROPER COMPENSATION**

### **SECTION 1: TIMELY RECEIPT:**

The Employer will make every effort to ensure that Employees receive their salary payment by the established payday. The Employer will make every reasonable effort to ensure that Employees receive, on a timely basis, savings bonds, W-2 forms, and leave and earnings statements.

### **SECTION 2: ERRORS IN PAYMENT.**

A. Employees are responsible for reviewing their leave and earnings statements and notifying the Human Resources Office of any unexplained changes. If a payment is not received at the designated location by the established payday, if the payment received is incorrect, or if a duplicate payment is received, the Employee is responsible for notifying the Human Resources Office as soon as possible after becoming aware of the error. The Human Resources Office will contact the National Finance Center and take necessary steps to correct the salary payment problem as quickly as possible.

B. Employees are also responsible for notifying the Employer and arranging for the timely repayment of overpayments received. Where Employees have been overpaid, the Employer will advise Employees of the procedures available for requesting a waiver of overpayment.

### **SECTION 3: VOLUNTARY ACTIVITIES.**

The Parties agree that Employee participation in the Combined Federal Campaign, Blood Donor Drives, Savings Bond Campaigns, and other worthy projects will be on a voluntary basis. This does not preclude giving general publicity and encouragement to Employees to contribute. The Employer will not require or coerce Employees to invest their money, donate to charity, or participate in these activities.

# **ARTICLE 22**

## **CAREER ENHANCEMENT**

### **SECTION 1. OBJECTIVES:**

A. The Employer and the Union agree that an effective Career Enhancement Program is in the best interest of the Agency. The Employer agrees to make reasonable attempts to provide covered Employees, as appropriate, with opportunities to reach higher levels of job achievement through a Career Enhancement Program that provides developmental experience and training which goes beyond normal staff development.

B. The Employer agrees that Career Enhancement positions shall be announced that will allow Employees who demonstrate potential and interest in entering a new career in a technical, administrative, professional, or paraprofessional occupation that has greater promotion potential but who do not currently meet basic qualification standards at the target level to apply.

C. The Agency will identify Career Enhancement positions, which will be specifically described and announced as Career Enhancement opportunities, and may be filled as such at a grade level lower than the target level with promotion potential to the target level.

D. The objectives of the Career Enhancement Program are:

(1) To provide participating Employees with skills, knowledge, and abilities through experience, assignments and selected courses; and

(2) To meet Office of Personnel Management qualification standards; and

(3) To function effectively at the full performance level in the target position; and

(4) To obtain more effective utilization of Employee capabilities; and

(5) To provide Employees with opportunities to enhance their qualifications for progression into career positions; and

(6) To motivate Employees and create a climate conducive to promoting and achieving an increase in productivity; and

(7) To provide a broader base for selection of personnel for technical, administrative, professional, and craft/trade positions, thus diversifying the Employee population in those careers; and

(8) To broaden career opportunities for Employees appointed under the Veterans Readjustment Act (VRA) authority and appointing authorities for the disabled.

## **SECTION 2. CAREER ENHANCEMENT PROGRAM – SPECIFIC GUIDELINES:**

- A. The Career Enhancement Program is open to Employees in single-interval series positions who do not meet the qualification or other eligibility requirements for the target grade level of Career Enhancement Program positions. Career Enhancement positions will normally be competitively announced/opened to Employees occupying positions at grade levels GS-1 through GS-9 or their wage grade equivalent. This includes career or career conditional Employees, disabled Employees appointed by Schedule A authorities, and Employees appointed under VRA appointing authority.
- B. Each Employee selected for Career Enhancement positions will be placed on an Individual Development Plan (IDP), which identifies the training to be provided so that s/he may acquire necessary knowledge and skills for the career field and grade level of the target position.
- C. The selected Employee will receive career counseling upon selection for the program and at least quarterly thereafter.
- D. Career Enhancement Programs may be flexible in terms of length, sequence, and scope of training, in accordance with the needs of individual trainee and the Agency.
- E. The participant may be placed in the target series and grade upon successful completion of the necessary training and demonstration of acceptable level of performance of assigned work, as long as time in grade, qualifications, and other legal and regulatory requirements have also been met. Supervisory reports documenting reasons for delaying a participant's progression will be provided to the participant.

## **SECTION 3. TASK FORCE**

If a task force is convened for purposes of providing input into the internal recruitment activities and guidelines used in carrying out this program, the Union will be afforded the opportunity to name a representative to the task force who will serve as the point of contact between the task force and the Union.

# **ARTICLE 23**

## **GRIEVANCE PROCEDURE**

**SECTION 1.** The purpose of this Article is to provide a mutually acceptable method for prompt and equitable resolution of grievances.

**SECTION 2.** A grievance is defined as any complaint:

- A. By any Employee concerning any matter relating to the employment of the Employee; or
- B. By the Union concerning any matter relating to the employment of any Employee; or
- C. By any Employee, the Union, or the Employer concerning:
  - (1) The effect or interpretation, or claim of breach, of this Agreement; or
  - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

**SECTION 3.** This negotiated grievance procedure shall apply to all matters except:

- A. A violation relating to political activities; or
- B. Retirement, life insurance, or health insurance; or
- C. A suspension or removal for national security; or
- D. Any examination, certification or appointment; or
- E. Classification of positions which does not result in the reduction in grade or pay of any employee; or
- F. Any complaint of unlawful discrimination; or
- G. Content of Performance Work Plans; or
- H. Termination of temporary promotion or detail; or
- I. Non-selection from among a group of properly ranked and certified candidates; and
- J. Proposal letters regarding proposed disciplinary or adverse action.

**SECTION 4.** The Union agrees to actively discourage Employees from filing grievances over frivolous matters.

**SECTION 5.** The following procedures are established for the resolution of Employee initiated grievances, however nothing in this Article shall be construed to address, or in any way limit, the Employer's right to representation throughout the grievance process. The grievant or representative will contact Labor Relations to obtain a grievance number. Obtaining a grievance number does not signify the actual filing of a grievance. The number may also be used in conjunction with any official time used for the purpose of meeting with the Employee or researching the potential grievance. Should a grievant request a grievance number and indicate that he/she will be representing him/herself, Labor Relations will provide timely notice to the Union Vice-President and Chief Steward that a grievance number has been issued along with the name of the employee and grievance subject matter. The Agency's e-mail can be used to obtain a grievance number but the issues and/or dissatisfaction surrounding the grievance will not be discussed in the e-mail.

**STEP 1.** Any grievance shall be submitted on the Negotiated Grievance Form by the grievant and/or the representative, if any, to the lowest level management official having authority to resolve the grievance; most often, this is the Unit Supervisor or Section Head or designee. The Negotiated Grievance Form that identifies the subject, issues, and requested relief for the grievance, will be presented to the appropriate management official within 10 workdays of the incident that gave rise to the grievance or within 10 workdays of the date the grievant became aware of the incident. The Union will identify on the Negotiated Grievance Form the Union point of contact for the particular grievance so that the management official or designee will know who to contact regarding the grievance and decision. If the Union point of contact changes, the Union will inform the management official or designee. The management official or designee will sign and date the day of receipt of the Negotiated Grievance Form and provide a copy to the grievant and/or representative. Once a grievance has been filed, if additional time is needed prior to holding the grievance meeting, a reasonable extension may be granted if requested in writing to the management official with an explanation as to why additional time is needed. The management official will contact the representative (or grievant if the employee is representing him/herself) within 10 workdays of receipt of the Negotiated Grievance Form in order to schedule a mutually acceptable date and time for the Step 1 meeting. If the grievant is representing him/herself, the management official will provide notice to the Union Vice President of the date and time of the grievance meeting. The purpose of the Step 1 meeting is to gather facts and details surrounding the dissatisfaction, clarify any perceived violation of the contract, law, rule, or regulation, and discuss the requested relief. In all grievance meetings, the Union is entitled to have present the same number of representatives as the number of Management representatives. The management official may attempt to resolve the grievance at the step 1 meeting or may choose to research the facts/evidence presented, consult with other individuals, or research the contract, law, rules, or regulations and provide a written decision within 10 workdays of the grievance meeting. A reasonable extension to provide a written decision may be granted if requested prior to the elapse of the ten (10) workday timeframe and an explanation is provided as to the reason for the extension. If resolution is reached during the step 1 meeting, a written decision letter will be prepared by the management official stipulating the facts presented, the requested relief, and the resolution reached.

**STEP 2.** If the grievance is not satisfactorily resolved at the Step 1 level, the grievant and/or representative may elevate the grievance by submitting the Negotiated Grievance Form with all required attachments to the Branch Chief or next level management official if the Branch Chief does not have the authority to resolve the grievance. The grievant and/or representative will attach to the Negotiated Grievance Form a written statement describing why the grievant and/or representative is dissatisfied with the step 1 decision, the issues remaining unresolved, and the requested relief. The Step 2 grievance must be filed within 10 workdays from the date of receipt of the Step 1 written decision. If a Step 2 grievance has been filed and additional time is needed prior to a decision being rendered to present additional evidence, a reasonable extension may be granted if requested in writing to the deciding official and an explanation is provided as to the reason for the extension. If, prior to rendering a decision on the grievance, the management official requires additional information regarding the dissatisfaction with the step 1 decision, the grievance itself or the requested relief, the management official will contact the grievant and/or representative within 10 workdays of receipt of the grievance in order to schedule a date and time for a meeting. The Union Vice President will be notified of such meeting if the grievant is representing him/herself. The management official will complete his/her investigation of the facts presented and issue a written decision within 10 workdays following the grievance meeting or following receipt of the step 2 grievance if no meeting is held. A reasonable extension may be granted if requested in writing and an explanation is provided as to the reason for the extension. The step 2 decision is final unless the grieving party timely invokes arbitration in accordance with the provisions of Article 24. Failure to present a dissatisfaction within the time limits specified or to have the time limits extended disqualifies the dissatisfaction from being processed under this procedure.

**SECTION 6.** Grievances between the Employer and the Union over the interpretation or application of this Agreement will be processed in the following manner. Either party will submit a written grievance to the appropriate party within 10 workdays of the alleged violation, or upon becoming aware of the alleged violation. The grievance will indicate the specific circumstances of the situation, the contract article allegedly violated, and the remedial action sought. A reasonable extension may be granted if requested in writing prior to the elapse of the 10 workday timeframe and an explanation is provided as to the reason for the extension. The appropriate filing/deciding party will be the CSC Director or designee and/or the AFGE Local 3354 President or designee. The receiving party will contact the other party to schedule a date and time to discuss the grievance within 10 workdays of receipt of the grievance. The receiving party will provide a written response to the other party within 10 workdays from the date of the meeting. A reasonable extension may be granted if requested in writing prior to the elapse of the 10 workday timeframe and an explanation is provided as to the reason for the extension. Failure to meet the timelines specified or have the time limits extended disqualifies the violation from being processed under this procedure.

**SECTION 7.** The parties agree to protect the confidentiality of all privileged information revealed during the steps of the grievance procedure.

**SECTION 8.** Group grievances may be processed as an individual grievance, if it is determined that the issues and circumstances are substantially the same in all aspects. If a group grievance is processed, all grievants must be identified and are bound to process the grievance throughout the procedure as a group.

**SECTION 9.** It is agreed that when a grievance decision is accepted or the grievance terminated by the union/grievant at any Step, it will be considered to be settled in its entirety, and no further action will be taken regarding the grievance.

**SECTION 10.** All time limits herein may be reasonably extended and shall be made a matter of record. When the Union or an Employee is the grievant, failure of the Employer to observe the time limits for any step in the grievance procedure will entitle the Employee or the Union to advance the grievance to the next Step. Failure of the Union, the Employee or the Employee's representative to observe the time limits provided for herein, shall constitute termination of the grievance. When the Employer is the grievant, failure of the Union to observe the time limits for any Step in the grievance procedure will entitle the Employer to advance the grievance to the next Step.

**SECTION 11.** The Employer acknowledges that the Union must be given the opportunity to be present during any formal discussion between the Employer and a grievant regarding the resolution of any grievance processed under this Article whether or not the Union is representing the Employee in the grievance procedure.

**SECTION 12.** Questions of grievability or arbitrability will be processed in the following manner. In the event the respondent should declare an issue of a grievance to be non-grievable, the original grievance shall be considered amended to include that issue. Non-grievability issues should be raised by the respondent making the allegation no later than the final written decision. Should arbitration be invoked and the respondent believe the case to be not arbitrable, the Labor Relations Staff will notify the Union President or designee in writing of such and the specific reasons for such determination. A copy will be provided to the grievant and the Union Representative designated for the case. Should the grievant/Union decide to pursue the matter, a list of arbitrators will be requested by the grievant/Union and an arbitrator jointly selected using the methods described in Article 24. This jointly selected arbitrator will first hear the sole issue of grievability/arbitrability in a separate hearing. The Employer will pay for the arbitrator's costs associated with this grievability/arbitrability hearing. The merits of the case will be held in abeyance until the grievability/ arbitrability issue has been resolved. Should the grievability/arbitrability issue be settled in favor of the grievant/Union, a second separate hearing will be held by a jointly selected arbitrator to hear the merits of the case. The losing Party will bear the costs of the hearing held on the merits of the case.

## **SECTION 13. DATA REQUESTS**

- A. Should the Union require information or data to facilitate any representational activity, it may request such information/data from the Labor Relations staff pursuant to 5 USC 7114(b)(4). The Union Representative will utilize the data request form contained in Appendix B to request such data/information.
- B. If the data request concerns a grievance, the Union will specify the grievance number on the data request form and, if applicable, request an extension to hold the grievance meeting. Management agrees to grant an extension of three workdays in which to hold the grievance meeting for data requests that are submitted in compliance with 5 USC 7114(b)(4). Data requests that comply with 7 USC 7114(b)(4) will “stop the clock” regarding the holding of the grievance meeting until three workdays following receipt of the requested data/information. The Union will provide a copy of any grievance-connected data request form to the grievance-deciding official.
- C. If, based on a review of the request, the Labor Relations staff cannot determine whether there is an obligation to provide the information or data, the Labor Relations staff will request that the Union clarify their request.

**APPENDIX B**

**DATA REQUEST  
(TO BE SUBMITTED TO LABOR RELATIONS STAFF)**

**PURSUANT TO 5 USC 7114(b)(4), THE FOLLOWING INFORMATION/DATA IS REQUESTED:**

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**THE PARTICULARIZED NEED/PURPOSE FOR HAVING THIS INFORMATION IS**

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**NAME AND TELEPHONE NUMBER OF REPRESENTATIVE:**

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**EXTENSION TO HOLD GRIEVANCE MEETING BEING REQUESTED: \_\_\_\_\_ YES \_\_\_\_\_ NO**

**GRIEVANCE NUMBER: \_\_\_\_\_**

# **ARTICLE 24**

## **ARBITRATION**

### **SECTION 1. NOTICE TO INVOKE ARBITRATION.**

Arbitration may be used to settle unresolved issues arising from grievances filed under Article 23 (Grievances Procedures) of this Agreement. A notice to invoke arbitration shall be made in writing by the Union President/designee or the Centralized Servicing Center (CSC) Director/designee to the opposing party within thirty (30) days after receipt of the written decision rendered in the final step of the grievance procedure. The Parties agree that the authority of the arbitrator is to decide only those issues raised during the grievance process.

### **SECTION 2. ARBITRATION PROCEDURES.**

A. Within fourteen (14) calendar days from invoking arbitration, the invoking party will request that the Federal Mediation and Conciliation Service furnish to both parties a list of seven impartial persons qualified to act as arbitrators. An informational copy of this request will be sent to the opposing party. Within 30 calendar days from receipt of the list, the parties will meet to mutually agree upon one arbitrator. If the parties cannot agree, each party will strike one name from the list and the remaining individual shall be the duly appointed arbitrator. The invoking party will contact the selected arbitrator for a list of possible hearing dates and provide an informational copy to the opposing party. Upon receipt of possible hearing dates, the invoking party will contact the opposing party to coordinate a mutually agreeable hearing date. The invoking party will notify the selected arbitrator of the selected hearing date. The invoking party will act with due diligence to ensure that the arbitration hearing is conducted within a reasonable period of time. The arbitration hearing will normally be conducted not more than 180 calendar days from the date the arbitrator was selected. Should the invoking party require information or data pursuant to 5 USC 7114(b)(4), a data request will be submitted to the Labor Relations staff no later than 10 work days from the date the arbitrator is selected. If the requested information/data is found to be in compliance with 5 USC 7114(b)(4), the invoking party will be granted a three (3) workday extension from the date the information/data is received. This extension applies only to the first data request and not any subsequent data requests filed on the same issue. Should a data request in compliance with 5 USC 7114(b)(4) be submitted to the Labor Relations staff within ten (10) workdays from the date an arbitrator is selected, the 180 calendar day timeline to hold the arbitration hearing will not commence until three (3) workdays from the date the requested information/data is received by the Union Representative. The arbitrator's decision shall be binding on the Parties, unless either party files exception to an award in accordance with regulations prescribed by the Federal Labor Relations Authority.

B. If the Parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

C. The Parties will use mediation if mutually agreed before grievance arbitration. Costs of mediation, if any, are shared by the Parties. This will require approval from the CSC Director and the Union President.

D The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek. All bargaining unit Employees in the hearing shall be in duty status during the number of hours they would normally be at work and in accordance with law and Government-wide rules and regulations. The Parties will mutually agree on a case-by-case basis to appropriate arrangements to ensure all Employees needed for the hearing are available and able to participate on official time without unduly interfering with workload demands.

E. The arbitrator will be requested by the Parties to render a decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the conclusion of the hearing, unless the Parties otherwise agree. The date, which appears on the award, shall be the date the award is mailed.

F. The arbitrator's fees and related expenses shall be borne by the losing Party. If the arbitrator's decision is overturned by the Federal Labor Relations Authority or the courts, the payee will be reimbursed by the new losing party.

## **ARTICLE 25**

### **VOLUNTARY ALLOTMENT OF UNION DUES**

Voluntary allotments by Employees for the payment of dues to the Union shall be authorized and processed in accordance with the Memorandums of Understanding dated June 22, 1979, and September 30, 1988 contained in Appendix C.

# **ARTICLE 26**

## **OFFICIAL DUTY TIME**

### **SECTION 1. DESIGNATION OF UNION OFFICERS, STEWARDS, AND REPRESENTATIVES**

A. The use of official duty time shall be for legitimate bargaining unit representational purposes pursuant to the terms and conditions of the Agreement and Chapter 71 of Title 5 of the U.S. Code. For the purpose of using representational time except as otherwise indicated in this Article, the Employer agrees to recognize a maximum of 25 representatives as referenced in this Agreement. Release on official duty time is subject to workload considerations.

B. The Union shall keep the Employer advised in writing of the names and titles of officers and representatives of the Union and any changes thereto. This notification will also include the area of responsibility and authority of those representatives regarding labor-management relations contacts with the Employer. The Employer agrees to publicize information regarding names of current and new representatives of the Union. A new Union officer or representative will not be entitled to use representational time before the second workday following receipt of such notification by the Employer's Labor Relations staff.

### **SECTION 2. REPRESENTATIONAL TIME.**

A. A monthly allotment of 400 hours per month of official time will be authorized for appropriate bargaining unit representational activities pursuant to the terms and conditions of this Agreement and Chapter 71 of Title 5 of the U.S. Code. Representatives will limit requests for use of their allotted representational time to no more than 16 hours per week and no more than 4 hours during any scheduled workday. The authorized hours will be prorated if the representative is absent from work or in training status for more than two workdays in a month. Requests for exceptions to the 16 hour per week or 4 hour per workday limitation (but still within the 400 monthly allotment) should be submitted to the supervisor with justification for the need. Representatives who work in a Telephones Unit (as defined in Article 11), will not be authorized to use representational time on a Monday or any workday following a holiday. Official time usage on Fridays for Telephone Unit Representatives will be limited to one Representative available for official time. Management will be notified of the name of the Representative who will be using the official time. Occasionally, additional Telephone Unit Representatives may be granted official time on Friday if work load permits release.

B. The monthly allotment of representational time may also be used for Union-sponsored training sessions and legislative work/lobbying that is representational in nature and necessary to represent the interests of the bargaining unit. All training sessions will be confined to the local St. Louis area. All legislative work/lobbying will be confined to the St. Louis area and other parts of the two-state (Missouri and Illinois) area where bargaining unit employees reside. The only exceptions granted will

be to allow two representatives to attend the annual AFGE National Legislative Conference and the Rural Housing Coalition Conference. Requests for official time for Union-sponsored training/legislative work/lobbying will be submitted to the CSC Director or designee at least five workdays in advance. The request will be made by the Union President or Unit Vice-President. The request must include a copy of the agenda, and state the dates and location of the training/legislative work/lobbying, a specific description of the subject matter each training/legislative work/lobbying session will involve, and the start and end times of each session.

#### C. Travel time.

The Union will be granted a reasonable amount of official time to travel to and from local area representative offices on matters that are relevant to the CSC bargaining unit. Official time will be granted consistent with workload requirements in amounts equal to the Union Representative's hours of work and consistent with the actual time to travel and conduct the meeting. For an example, an 8 hour, 9 hour, or 10 hour Union Representative may be granted 8 hours, 9 hours, or 10 hours official time if the amount of time necessary to travel and conduct the meeting equates to 8 hours, 8 hours, or 10 hours.

### **SECTION 3. PROCEDURES FOR REQUESTING TIME.**

A. The representative will request release from the immediate supervisor/designee to use the allotted amount of representational time (see Section 2.A.). Such requests will be provided in writing by using the official time log contained in Appendix D of this Agreement. The request will be submitted to the immediate supervisor/designee no later than one workday in advance. Once the scheduling of the representational time is approved, the representative will annotate the actual time used by completing the official time log contained in Appendix D of this Agreement. Each representative will provide a copy of their completed official time log to the Time and Attendance Clerk at the end of each pay period for purposes of inputting the official time hours into the time and attendance reporting system. If the representative's need for representational time exceeds the amount of time originally requested, the representative must contact the supervisor/designee and request additional time. In the absence of approval for additional time, the representative is to return to their work area at the end of the approved time. Requests for authorized representational time made in accordance with the terms of this Article will be approved for the time requested unless there is a need for that individual's services at the particular time being requested. Should requests for representational time be denied because of workload constraints, the representative will be told within two workdays from date of denial when release will be possible.

B. Individual Employees can be granted reasonable official duty time to speak with a Union representative to discuss a matter of individual concern to the Employee about his/her employment, a problem, a grievance or potential grievance, the Employee's rights under the Federal Service Labor-Management Relations Statute, or other issue that the Parties agree is appropriate. If an Employee wishes to use official duty time to speak with a Union representative or attend a grievance meeting, the Employee will request approval from their immediate supervisor/designee to use such official duty time. Such request will be provided in writing by using the official time form contained in Appendix E of this Agreement. The request will be submitted to the immediate supervisor/designee no later than one workday in advance. If the Employee's need for official duty time exceeds the amount of time originally estimated, the Employee must contact the supervisor/designee and request additional time

based upon their new estimate. In the absence of approval for additional time, the Employee is to return to their work area at the end of the approved time.

#### **SECTION 4. EXCEPTIONS TO ALLOTMENTS OF REPRESENTATIONAL TIME.**

Reasonable official duty time which is requested for the following representational reasons will be recorded on the Official Time Log but will not be charged against the monthly allotment of time. A representative who requests representational time for the purposes listed below will follow the procedures in Section 3.A., and provide sufficient information with his/her request so that the reason for the time can be verified by the supervisor. For example, a representative who requests representational time to participate in negotiations will indicate the specific matter being negotiated on the official time request.

1. Negotiations. This does not include preparation time for negotiations unless specifically agreed to on a case-by-case basis.
2. Official joint labor-management committee meetings recognized in this Agreement, if the Employee is the designated Union representative for the committee.
3. Meetings initiated by the Federal Labor Relations Authority (FLRA) or other outside Government authority.
4. Presenting or appearing as a witness at a third party proceeding.
5. Management-initiated meetings that are conducted for reasons other than hearing and resolving grievances or when an Employee invokes his/her Weingarten rights. This includes formal meetings called by management for the purpose of discussing/addressing personnel policies, procedures, and matters affecting working conditions of the bargaining unit and other meetings with the Union called by Management.

#### **SECTION 5. INTERNAL UNION BUSINESS.**

Any activities performed by any Employee relating to the internal business of the Union (including solicitation of membership, elections of labor organization officials, and collection of dues) shall be performed during the time the Employee is in a non-duty status.

#### **SECTION 6. OFFICIAL TIME FOR WORK AREA MEETINGS.**

A. The Parties agree that when the Union wishes to meet with a representative group of Employees to receive feedback on a matter being bargained or to interview Employees who may have information required by the Union for representational purposes, the Union will notify the affected Employees' Branch Chief at least one work day in advance. The Union will provide in writing to the Branch Chief the names of the Employees, the reason that the meeting with the Employees is necessary, and an

estimate of how much time will be needed. Management agrees to grant such official time as is reasonable and consistent with workload considerations, in the public interest, and necessary for the Union to carry out its representational responsibilities. The Union will normally not request, and Management will normally not approve, organization-wide meetings conducted on duty time. When a request for official time has been approved, the Union representative will contact the immediate supervisor of the Employees and arrange for their release at a time consistent with workload demands. The Union representative attending such meetings will follow the procedures outlined in Section 3.A., when requesting representational time for this purpose. It is understood that nothing in this Agreement requires the Employee to speak with the Union.

# **ARTICLE 27**

## **DURATION OF CONTRACT**

### **SECTION 1. EFFECTIVE DATE.**

A. The Agency shall approve this Agreement within thirty (30) calendar days from the date the Agreement is executed if the Agreement is in accordance with the provisions of the Federal Service Labor-Management Relations Statute and any other applicable law, rule or regulation. The Union membership shall also vote on the Agreement during this period.

B. If the Agency does not approve or disapprove the Agreement within the thirty (30) calendar day period, the Agreement shall take effect and shall be binding on the Employer and the Union subject to the provisions of the Statute and any other applicable law, rule or regulation.

### **SECTION 2. TERM OF AGREEMENT.**

The Agreement shall remain in full force and effect for a period of three (3) years after its effective date. No earlier than sixty (60) calendar days and no later than thirty (30) calendar days before each anniversary date, either Party may provide written notice of its intent to reopen one article for re-negotiation. Upon completion of the initial three (3) year term, the Agreement shall automatically renew for subsequent one (1) year periods unless either Party gives the other Party written notice of its intent to re-negotiate the Agreement. Such notice must be rendered no less than sixty (60) calendar days but no more than one hundred and five (105) calendar days prior to its termination date. Negotiations shall normally begin no later than thirty (30) days after these conditions have been met.

### **SECTION 3. DISTRIBUTION.**

After review and approval by appropriate officials, the Employer will reproduce and distribute copies of the Agreement as follows:

- A. One copy to each bargaining unit employee on board at the time of the Agreement; and
- B. One copy to each new employee thereafter; and
- C. Fifty copies to the Union.

# **ARTICLE 28**

## **CHILD CARE**

### **SECTION 1. PURPOSE:**

The Parties agree that working parents may have special childcare needs during working hours. The Parties recognize the need for such parents to secure appropriate childcare arrangements.

### **SECTION 2. CHILD CARE ACTIVITIES:**

A. The Agency will provide and/or support various activities in order to meet ongoing childcare needs. This may include, but are not limited to, such things as childcare and parenting information, childcare resource and referral information, workshops, and counseling available through the Employee Assistance Program.

B. The Employer or appropriate designee will attempt to provide inquiring Employees with current listings of qualified, licensed, childcare centers in the immediate area. Recognizing that a broad range of childcare needs exist, the Employer will request specific information from childcare facilities, e.g., age groups served, types of programs offered, and special needs programs available, when compiling lists of available childcare centers.

### **SECTION 3. EMPLOYEE NEEDS:**

A. It is agreed that the responsible official will consider emergency requests for leave brought about by unexpected changes in childcare arrangements, contingent upon operational needs.

B. The Employer agrees to consider programs, which may assist Employees with child care needs, for example, part-time employment, job sharing, flextime, etc.

C. The Employer recognizes that it may be necessary for Employees to contact childcare providers during duty hours.

# **ARTICLE 29**

## **MULTI-LINGUAL EMPLOYEES**

### **SECTION 1. PURPOSE AND SCOPE.**

A. This article covers those Employees who occupy positions that require the possession and use of bilingual/multi-lingual skills. This includes positions such as: information receptionist, claims processor, telecommunication processor, and service processor. This article applies to all bargaining unit Employees who are hired, assigned, or promoted into positions where multi-lingual ability is a condition of that assignment/action, and the requirement for multi-lingual skills is a matter of official record.

1. Multi-lingual is defined as “proficiency in one or more languages, in addition to English.” This definition includes American Sign Language (ASL).
2. Multi-lingual skills and duties may include speaking, understanding, reading, and writing.
3. The Employer will continue to consider multi-lingual Employees in the same manner as monolingual Employees when considering details, reassignments, leave approval and other conditions of employment. The fact that an Employee is multi-lingual will not type-cast that Employee to a single type of job/assignment, but the Employer will keep in mind that this Employee may have additional skills which are as important as the language skill.

### **SECTION 2. APPRAISAL CONSIDERATIONS.**

The Parties recognize that the successful performance of multi-lingual duties often requires more time and effort and is more complex than performing similar work where only one language is used. Any additional effort required to successfully carry out multi-lingual duties will be considered by the Employer in arriving at a bargaining unit Employee’s performance appraisal as long as the performance of multi-lingual duties are officially assigned to the position and routinely carried out by the Employee.

### **SECTION 3. ASSISTANCE AND TRAINING.**

- A. Upon request, the Employer will make available appropriate bilingual dictionaries to bilingual/multi-lingual Employees to assist them in carrying out their official duties.
- B. The Employer will make a reasonable effort to provide applicable language glossary of USDA/ Centralized Servicing Center terminology or any other technical dictionary for the use in carrying out the multi-lingual duties.

## **SECTION 4. RECOGNITION OF THE USE OF MULTI-LINGUAL SKILLS**

A. (1) Rural Development has authorized the CSC to pay a retention allowance to those employees occupying a position designated as Multi-Lingual, who have:

(a) A current performance rating of fully successful or better; and

(b) Completed one year of immediate prior continuous service. The retention allowance is subject to final approval by appropriate authorities and is based upon the criteria contained in 5 CFR 575.305.

(2) Should the appropriate authorities determine the retention allowance is no longer warranted based upon the factors outlined in 5 CFR 575.311(g)(3), Management will notify the Union and the employee (or a group of or category of employees), in writing, within 30 days of receipt of that decision. The factors outlined in 5 CFR 575.311(g)(3) may include, but are not limited to:

(a) Whether any retention allowance should be available to retain an employee (or a group of or category of employees), or whether a lesser amount would be sufficient to retain an employee (or a group of or category of employees); or

(b) Whether labor market factors make it more likely (or reasonably likely) to recruit candidates with competencies similar to those possessed by the employee (or a group of or category of employees); or

(c) Whether the Agency's need for the services of the has been reduced to a level that makes it unnecessary to continue payment of a retention allowance, or to continue payment at the level originally approved; or

(d) Whether budgetary considerations make it difficult to continue payment of a retention allowance, or to continue payment at the level originally approved; or

(e) Other supporting factors.

The Parties agree that any changes in the CFR will be applicable.

(3) Employees shall receive any scheduled incentive payments through the end of the pay period in which the written notice is provided, or until the date of their separation, whichever is sooner.

(4) Multi-lingual employees may choose to forego the receipt of a retention allowance and request to change positions to an English-only speaking position at any time.

## **SECTION 5. PROMOTION OPPORTUNITY.**

The agency will conduct an ongoing outreach program to recruit sufficient numbers of bilingual Employees to meet business needs, and to minimize potential negative impact on opportunities for current bilingual Employees to move into non-bilingual positions.

# **ARTICLE 30**

## **MID-TERM BARGAINING**

### **SECTION 1. GENERAL**

The Union reserves the right to bargain over subjects not covered by articles in this Agreement in accordance with the Federal Service Labor-Management Relations Statute.

### **SECTION 2. GENERAL BARGAINING PROCEDURES:**

A. Management will provide the Union with adequate prior notice of changes in working conditions which may be subject to bargaining as soon as possible after such changes are initially planned for implementation. Such notice will be provided in writing to the Chief Steward with a copy to the Unit Vice President. Management's notice will include a clear statement of the change being made, the employees/organization(s) being covered by the change, and the planned effective date. The notice will also include copies of any changes to any policies or operating procedures that are being modified because of the change, unless such documents were previously provided to the Union. If changes in performance standards or methods of applying standards are made, the Union will be notified in accordance with procedures contained in Article 14.

B. The Union will have five (5) workdays from receipt of proposed changes to meet with affected Employees and gather necessary information to determine whether the Union will request to bargain. A reasonable amount of official time will be granted for this process. The Union will then have two (2) workdays following the meeting with affected Employees or receipt of necessary information to submit a demand to bargain concerning the proposed changes.

C. No unilateral changes will be made until negotiations have been completed, including impasse procedures, except in cases of overriding exigencies related to the necessary functioning of the Agency.

D. Once the Union submits a written demand to bargain, the Union will present its written proposals within ten (10) workdays of Management's receipt of the Union's demand to bargain. During this period, the Union will be granted a reasonable amount of official time to meet with affected Employees to prepare proposals.

E. Within ten (10) workdays from receipt of the Union's proposals, Management will provide a written response to the Union's proposals and/or provide any counter-proposals to the Union.

F. Face-to-face bargaining will commence within five (5) workdays follow the Union's receipt of Management's written response/counter-proposals.

G. The Parties may alter any of the above timeframes through mutual agreement. A request for an extension must be received prior to the expiration of the initial timeframe.

H. The Parties agree to be represented at negotiations by duly authorized representatives prepared to discuss and negotiate on the proposed change. In addition, the Parties agree to notify one another at the outset of negotiations concerning any limitation or restriction on a negotiator's authority to reach full agreement.

I. If the Parties are unable to reach an agreement regarding negotiable items within 10 workdays following face to face bargaining and are otherwise at an impasse, assistance will be requested from the Federal Mediation and Conciliation Service. If no agreement is reached through mediation efforts, remaining disputes will be submitted to the Federal Service Impasses Panel for consideration and/or final action.

J. Management will notify the Union of any issues of non-negotiability. The Parties will make every reasonable attempt to resolve negotiability disputes through discussion and possible rephrasing of proposals. The Union may make a written request for a formal allegation of non-negotiability at any time. Upon such request, Management will provide the Union with a written allegation of non-negotiability. The Union may challenge the Agency's allegation of non-negotiability through appropriate procedures.

**ARTICLE 31**  
**NON-STRIKE PROVISION**

The Union shall not call or engage in any strike, work stoppage, or slowdown, or condone any such activity by failing to take affirmative action to prevent or stop such activity.

For the Union:

/s/ *Linda A. Rickmon*

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Linda A. Rickmon  
Chief Negotiator,  
AFGE Local 3354

/s/ *10/29/09*

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Date

For the Agency:

/s/ *Pat Fiala*

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Pat Fiala  
Director,  
Centralized Servicing Center  
USDA Rural Development

/s/ *10-29-09*

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Date

/s/ *Virginia Knabe*

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Virginia Knabe  
Negotiating Committee,  
AFGE Local 3354

/s/ *10-29-09*

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Date

/s/ *Deanna Glover*

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Deanna Glover  
Special Assistant to the Director,  
Centralized Servicing Center  
USDA Rural Development

/s/ *10-29-09*

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Date

/s/ *Dennis L. Robinson*

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Dennis Robinson  
Negotiating Committee,  
AFGE Local 3354

/s/ *10-29-09*

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Date

/s/ *James A. Keim*

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James A. Keim  
Labor Relations Specialist,  
USDA Rural Development

/s/ *29 Oct 09*

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Date

/s/ *E. Diaz*

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Edgar Diaz  
Negotiating Committee,  
AFGE Local 3354

/s/

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Date

/s/ *Maria Cystrunk*

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Maria Cystrunk  
Negotiating Committee,  
AFGE Local 3354

/s/ *10-29-09*

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Date

FEDERAL LABOR RELATIONS AUTHORITY  
DENVER REGION  
DENVER, COLORADO

Appendix 2

U.S. DEPARTMENT OF AGRICULTURE  
RURAL HOUSING SERVICE,  
CENTRALIZED SERVICING CENTER,  
ST. LOUIS, MO  
Activity

and

AMERICAN FEDERATION OF  
GOVERNMENT EMPLOYEES,  
AFL-CIO, LOCAL 3354  
Labor Organization/Petitioner

Case No. DE-RP-70037

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. A majority of the valid ballots has been cast for a representative for the purpose of exclusive recognition;

Pursuant to authority vested in the undersigned,

IT IS HEREBY CERTIFIED that

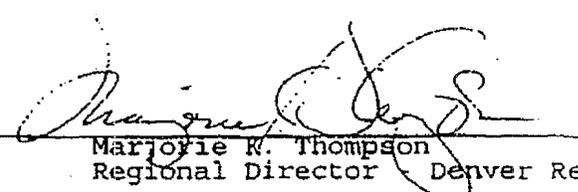
American Federation of Government Employees, AFL-CIO, Local 3354 has been designated and selected by a majority of the employees of the above named Activity or Agency, in the unit described below, as their representative for purposes of exclusive recognition, and that pursuant to Chapter 71 of Title 5 of the U.S.C., the named organization is the exclusive representative of all employees in the unit.

UNIT:

Included: All nonprofessional employees of the U.S. Department of Agriculture, Rural Housing Service, Centralized Servicing Center, St. Louis, Missouri.

Excluded: All professional employees; temporary employees with expectations of continued employment of 90 days or less; management officials; supervisors; and employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7).

FEDERAL LABOR RELATIONS AUTHORITY

  
Marjorie K. Thompson  
Regional Director Denver Region

Dated: September 22, 1997  
Attachment: Service Sheet

AUTHORIZATION, AGREEMENT AND CERTIFICATION OF TRAINING			A. Agency, code agency subelement and submitting office number		B. Request Status (Mark (X) one) <input type="checkbox"/> Resubmission <input type="checkbox"/> Initial <input type="checkbox"/> Correction <input type="checkbox"/> Cancellation	
<b>Section A - TRAINEE INFORMATION</b> Please read instructions on page 6 before completing this form.						
1. Applicant's Name (Last, First, Middle Initial)			2. Social Security Number/Federal Employee Number		3. Date of Birth (yyyy-mm-dd)	
4. Home Address (Number, Street, City, State, ZIP Code) (Optional)			5. Home Telephone (Optional) (Include Area Code)		6. Position Level (Mark (X) one)	
					<input type="checkbox"/> a. Non-supervisory <input type="checkbox"/> b. Manager <input type="checkbox"/> c. Supervisory <input type="checkbox"/> d. Executive	
7. Organization Mailing Address (Branch-Division/Office/Bureau/Agency)			8. Office Telephone (include Area Code and Extension)		9. Work Email Address	
10. Position Title		11. Does applicant need special accommodation? <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, please describe below		
12. Type of Appointment		13. Education Level (click link to view codes or go to page 7)		14. Pay Plan	15. Series	16. Grade
						17. Step
<b>Section B - TRAINING COURSE DATA</b>						
1a. Name and Mailing Address of Training Vendor (No., Street, City, State, ZIP Code)				1b. Location of Training Site (if same, mark box) <input type="checkbox"/>		
				1c. Vendor Telephone Number		1d. Vendor Email Address
2a. Course Title		2b. Course Number Code	3. Training Start Date (Enter Date as yyyy-mm-dd)		4. Training End Date (Enter Date as yyyy-mm-dd)	
5. Training Duty Hours		6. Training Non-Duty Hours		7. Training Purpose Type (Click link to view codes or go to page 9)		8. Training Type Code (Click link to view codes or go to page 9)
9. Training Sub Type Code (Click link to view codes or go to page 9)		10. Training Delivery Type Code (Click link to view codes or go to page 12)		11. Training Designation Type Code (Click link to view codes or go to page 13)	12. Training Credit	13. Training Credit Type Code (Click link to view codes or go to page 13)
14. Training Accreditation Indicator (Check below) <input type="checkbox"/> Yes <input type="checkbox"/> No		15. Continued Service Agreement Required Indicator (Check below) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		16. Continued Service Agreement Expiration Date (Enter date as yyyy-mm-dd)		17. Training Source Type Code (Click link to view codes or go to page 13)
18. Training Objective				19. AGENCY USE ONLY		
<b>Section C - COSTS AND BILLING INFORMATION</b>						
1. Direct Costs and Appropriation / Fund Chargeable			2. Indirect Costs and Appropriation / Fund Chargeable			
Item	Amount	Appropriation Fund	Item	Amount	Appropriation Fund	
a. Tuition and Fees	\$		a. Travel	\$		
b. Books & Material Costs	\$		b. Per Diem	\$		
c. TOTAL	\$		c. TOTAL	\$		
3. Total Training Non-Government Contribution Cost			6. BILLING INSTRUCTIONS (Furnish invoice to):			
4. Document / Purchasing Order / Requisition Number						
5. 8 - Digit Station Symbol (Example - 12-34-5678)						

**Appendix 6**

**Section D - APPROVALS**

1a. Immediate Supervisor - <i>Name and title</i>	
1b. Area Code / Telephone Number	1c. Email Address
1d. Signature	1e. Date
2a. Second-line Supervisor - <i>Name and title</i>	
2b. Area Code / Telephone Number	2c. Email Address
2d. Signature	2e. Date
3a. Training Officer - <i>Name and title</i>	
3b. Area Code / Telephone Number	3c. Email Address
3d. Signature	3e. Date

**Section E - APPROVALS / CONCURRENCE**

1a. Authorizing Official - <i>Name and title</i>	
1b. Area Code / Telephone Number	1c. Email Address
1d. Signature <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	1e. Date

**Section F - CERTIFICATION OF TRAINING COMPLETION AND EVALUATION**

1a. Authorizing Official - <i>Name and title</i>	
1b. Area Code / Telephone Number	1c. Email Address
1d. Signature	1e. Date

TRAINING FACILITY ~ Bills should be sent to office indicated in item C6. I Please refer to number given in item C4 to assure prompt payment.

## Privacy Act Statement

**Authority** – This information is being collected under the authority of 5 U.S.C. § 4115, a provision of The Government Employees Training Act.

**Purposes and Uses** – The primary purpose of the information collected is for use in the administration of the Federal Training Program (FTP) to document the nomination of trainees and completion of training. Information collected may also be provided to other agencies and to Congress upon request. This information becomes a part of the permanent employment record of participants in training programs, and should be included in the Governmentwide electronic system, (the Enterprise Human Resource Integration system (EHRI) and is subject to all of the published routine uses of that system of records.

**Effects and Nondisclosure** – Providing the personal information requested is voluntary; however, failure to provide this information may result in ineligibility for participation in training programs or errors in the processing of training you have applied for or completed.

**Information Regarding Disclosure of your Social Security Number (SSN) Under Public Law 93-579, Section 7(b)** – Solicitation of SSNs by the Office of Personnel Management (OPM) is authorized under provisions of the Executive Order 9397, dated November 22, 1943. Your SSN will be used primarily to give you recognition for completing the training and to accumulate Governmentwide training statistical data and information. SSNs also will be used for the selection of persons to be included in statistical studies of training management matters. The use of SSNs is necessary because of the large number of current Federal employees who have identical names and/or birth dates and whose identities can only be distinguished by their SSNs.

Note: This agreement must be signed by the nominee for Government training that exceeds 80 hours (or such other designated period, less than 80 hours as prescribed by the agency) for which the Government approves payment of training costs prior to the commencement of such training. Nothing contained in this SAMPLE agreement below shall be construed as limiting the authority of an agency to waive, in whole or in part, an obligation of an employee to pay expenses incurred by the Government in connection with the training.

## Continued Service Agreement

Employees, who are selected to training for more than a minimum period as prescribed in Title 5 USC 4108 and 5 CFR 410.309, see your supervisor for more information on the internal policies to implement a continued service agreement.

### Employees Agreement to Continue in Service

#### To be completed by applicant:

1. I AGREE that, upon completion of the Government sponsored training described in this authorization, if I receive salary covering the training period, I will serve in the agency three (3) times the length of the training period. If I received no salary during the training period, I agree to serve the agency for a period equal to the length of training, but in no case less than one month. (The length of part-time training is the number of hours spent in class or with the instructor. The length of full-time training is eight hours for each day of training, up to a maximum of 40 hours a week).

**NOTE:** For the purposes of this agreement the term "agency" refers to the employing organization (such as an Executive Department or Independent Establishment), not to a segment of such organization.

2. If I voluntarily leave the agency before completing the period of service agreed to in item 1 above, I AGREE to reimburse the agency for fees, such as the tuition and related fees, travel, and other special expenses (EXCLUDING SALARY) paid in connection with my training. These fees are reflected in Section C Costs and Billing Information. Note: Additional information about fees and expenses can be found in the Guide to Human Resource Reporting (GHRR).  
<http://www.opm.gov/feddata/ghrr/index.asp>
3. I FURTHER AGREE that, if I voluntarily leave the agency to enter the service of another Federal agency or other organization in any branch of the Government before completing the period of service agreed, I will give my organization written notice of at least ten working days during which time a determination concerning reimbursement will be made. If I fail to give this advance notice, I AGREE to pay the full amount of additional expenses 5 U.S.C. 4108 (a) (2) incurred by the Government in this training.

4. I understand that any amount of money which may be due to the agency as a result of any failure on my part to meet the terms of this agreement may be withheld from any monies owed me by the Government, or may be recovered by such other methods as are approved by law.
5. I FURTHER AGREE to obtain approval from my organization and the person responsible for authorizing government training requests of any proposed change in my approved training program involving course and schedule changes, withdrawals or incompletions, and increased costs.
6. I acknowledge that this agreement does not in any way commit the Government to continue my employment. I understand that if there is a transfer of my service obligation to another Federal agency or other organization in any branch of the Government, the agreements will remain in effect until I have completed my obligated service with that other agency or organization.

Period of obligated Service: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Agency Training Electronic Reporting Instructions

### General Instructions:

1. You must complete all questions in sections A-E on the training application. In addition, your financial institution must complete Section F Certification of Training Completion and Evaluation section.
2. Electronic Requirements - An agency should only submit data for completed training that is defined as a training event for which the student has accomplished all components in the title of the event.
3. Collection of training data requires completed training events and that all mandatory data elements have been recorded. Training may vary from agency to agency. This form provides conformity and standardization for the required core data.
4. Codes for underlined elements will link you to the chart. Identify the correct code, then return to the form (links will not automatically return you to the form).

### Section A - Trainee Information

1. **Applicant's Name** - Last Name, First Name, Middle Initial.
2. **Social Security Number** - Use employee's nine (9) digit SSN. (123-45-6789)  
OR  
**Federal Employee Number** - The unique number that Enterprise Human Resources Integration (EHRI) will assign to an employee to identify employee records within the EHRI system. (Agency)
3. **Date of Birth (format yyyy-mm-dd)** - Employee's date of birth (e.g. if employee's birth date is March 25, 1951, it would appear as (1951-03-25).
4. **Home Address** - Employee's home address, include the street number, city, state, and zip code.
5. **Home Telephone Number** - Employee's area code, home telephone number.
6. **Position Level** - Select whether the employee's position level is one of the following:
  - 6a. **Non supervisory** - Anyone who does not have supervisory/team leader responsibilities.
  - 6b. **Supervisory** - First line supervisors who do not supervise other supervisors; typically those who are responsible for an employee's performance appraisal or approval of their leave.
  - 6c. **Manager** - Those in management positions who typically supervise one or more supervisors.
  - 6d. **Executive** - Members of the Senior Executive Service (SES) or equivalent.
7. **Organization Mailing Address** - This is the internal agency address of the employee Branch-Division/Office/Bureau/Agency, include the street name, city, state and zip code.
8. **Office Telephone Number** - Insert the employee's area code, office telephone number and extension.
9. **Work E-mail Address** - Agency e-mail address.
10. **Position Title** - Employee's current position within the agency.

**Section A - Trainee Information (Continued)**

11. **Does Applicant Need Special Accommodations?** - Indicate "Yes" or "No". If the applicant is in need of special arrangements (brailing, taping, interpreters, facility accessibility, etc), describe the requirements in the space provided or on a separate sheet.
12. **Type of Appointment** - The employee type of appointment (e.g., Career Conditional (CC), Career (C), Temporary (Temp.), Schedule A, etc.).
13. **Education Level** -Use the employee educational level codes listed below.

<u>Code</u>	<u>Short Description</u>	<u>Long Description (If Applicable)</u>
1	No formal education or some elementary school--did not complete	Elementary school means grades 1 through 8, or equivalent, not completed.
2	Elementary school completed--no high school	Grade 8 or equivalent completed.
3	Some high school--did not graduate	High school means grades 9 through 12, or equivalent.
4	High school graduate or certificate of equivalency	
5	Terminal occupational program--did not complete	Program extending beyond grade 12, usually no more than three years; designed to prepare students for immediate employment in an occupation or cluster of occupations; not designed as the equivalent of the first two or three years of a baccularate degree program. Includes cooperative training or apprenticeship consisting of formal classroom instruction coupled with on-the-job training.
6	Terminal occupational program--certificate of completion, diploma or equivalent	See code 5 above for definition of terminal occupational program. Two levels are recognized: (1) The technical and/or semi-professional level preparing technicians or semiprofessional personnel in engineering and nonengineering fields; and (2) the craftsman/clerical level training artisans, skilled operators, and clerical workers.
7	Some college--less than one year	Less than 30 semester hours completed.
8	One year college	0-59 semester hours or 45-89 quarter hours completed.
9	Two years college	60-89 semester hours or 90-134 quarter hours completed.
10	Associate Degree	2-year college degree program completed.
11	Three years college	90-119 semester hours or 135-179 quarter hours completed.
12	Four years college	120 or more semester hours or 180 or more quarter hours completed--no baccularate (Bachelor's) degree.
13	Bachelor's Degree	Requires completion of at least four, but no more than five, years of academic work; includes Bachelor's degree conferred in a cooperative business, industry, or Government to allow student to combine actual work experience with college studies.

**Section A - Trainee Information (Continued)**

<b>Code</b>	<b>Short Description</b>	<b>Long Description (If Applicable)</b>
14	Post-Bachelor's	Some academic work beyond (at a higher level than) the Bachelor's degree but no additional higher degree.
15	First professional	Signifies the completion of academic requirements for selected professions that are based on programs requiring at least two academic years of previous college work for entrance and a total of at least six academic years of college work for completion, e.g., Dentistry (D.D.S. or D.M.D.), Law (LL. B. or J.D.), Medicine (M.D.), Theology (B.D.), Veterinary Medicine (D.V.M.), Chiropody or Podiatry (D.S.C. or D.P.), Optometry (O.D.), and Osteopathy (D.O.).
16	Post-first professional	Some academic work beyond (at a higher level than) the first professional degree but no additional higher degree.
17	Master's degree	For liberal arts and sciences customarily granted upon successful completion of one (sometimes two) academic years beyond the Bachelor's degree. In professional fields, an advanced degree beyond the first professional but below the Ph.D., e.g., the LL.M.; M.S. in surgery following the M.D.; M.S.D., Master of Science in Dentistry; M.S.W., Master of Social Work, and MA, Master of Arts.
18	Post-Master's	Some academic work beyond (at a higher level than) the Master's degree but no additional higher degree.
19	Sixth-year degree	Includes such degrees as Advanced Certificate in Education, Advanced Master of Education, Advanced Graduate Certificate, Advanced Specialist in Education Certificate, Certificate of Advanced Graduate Study, Certificate of Advanced Study, Advanced Degree in Education, Specialist in Education, Licentiate in Philosophy, Specialist in Guidance and Counseling, Specialist in Art, Specialist in Science, Specialist in School Administration, Specialist in School Psychology, and Licentiate in Sacred Theology.
20	Post-sixth year	Some academic work beyond (at a higher level than) the sixth-year degree but no additional higher degree.
21	Doctorate degree	Includes such degrees as Doctor of Education, Doctor of Juridical Science, Doctor of Public Health, and the Ph.D. (or equivalent) in any field. Does not include a Doctor's degree that is a first professional degree, per code 15.
22	Post-Doctorate	Work beyond the Doctorate.

14. **Pay Plan** - The employee's pay plan. (e.g., GS, WG, ES... **Pay Band**)

15. **Series** - The position classification four digit series. (e.g., 0201)

16. **Grade** - The employee's grade level. (1-15)

17. **Step** - The employee must insert the appropriate step. (1-10)

**Section B - Training Course Data**

- 1a. **Name and Mailing Address of Training Vendor** - Street number, city, state, and ZIP code of the appropriate vendor. (Agency specific)
- 1b. **Location of the Training Site** - Provide mailing address of the training site if different from 1a. (Agency specific)
- 1c. **Vendor Telephone Number** - Self explanatory. (Agency specific)
- 1d. **Vendor E-mail Address** - Self explanatory. (Agency specific)
- 2a. **Course Title** - Insert the title of the course or the program that the employee is scheduled to complete.
- 2b. **Course Number Code** - Insert the Course Number Code.
3. **Training Start Date** - Insert the start date of the training completed by the employee. (yyyy-mm-dd)
4. **Training End Date** - Insert the end date of the training completed by the employee. (yyyy-mm-dd)
5. **Training Duty Hours** - Insert the number of duty hours for training.
6. **Training Non Duty Hours** - Insert the number of non-duty hours for training.
7. **Training Purpose Type** - Insert the purpose for taking this course or program using the appropriate training purpose type code.

<u>Code</u>	<u>Short Description</u>	<u>Long Description (If Applicable)</u>
01	Program/Mission	Training to provide the knowledge, skills and abilities needed as a result of agency mission, policies, or procedures.
02	New Work Assignment	Training to acquire the knowledge, skills and abilities needed as a result of assignment to new duties and responsibilities when such training is not part of a planned, career development program (e.g., training provided to a staffing specialist who has been newly assigned to a position involving classification duties).
03	Improve/Maintain Present Performance	Training to provide the knowledge, skills and abilities needed to improve or maintain proficiency in present job.
04	Future Staffing Needs	Training to provide the knowledge, skills, and abilities needed to meet future staffing needs (e.g., to implement succession planning).
05	Develop Unavailable Skills	Training to acquire the knowledge, skills and abilities needed for fields of work for which the labor market cannot produce a sufficient number of trained candidates (e.g., air traffic controllers or Information Technology (IT) professionals).
06	Retention	Training/education used to address staffing issue of retaining an employee (e.g., academic degree training).

8. **Training Type Code** - There are three (3) different Training Type Codes. The employee must select one from the Training Type Codes. (Select from the chart on pages 10-12.)
9. **Training Sub-Type Code** - There are *Sub-Type Categories* for each of the three (3) different Training Type Codes. Select one (1) Sub-Type Category code that applies to the training type code you selected. (Select from the chart on pages 10-12.)

**Section B - Training Course Data (Continued)**

Training Type Code	Training Sub Type Code
	<p>01 - Legal Education or training in the concepts, principles, and theories, or techniques of law.</p>
	<p>02 - Medical and Health Education or training in the concepts, principles, and theories, or techniques of medicine.</p>
	<p>03 - Scientific Education or training in the concepts, principles, and theories, or techniques of disciplines such as the physical, biological, natural, and social sciences; education; economics; mathematics; or statistics.</p>
	<p>04 - Engineering or Architecture Education or training in the concepts, principles, and theories, or techniques of disciplines such as architecture and engineering.</p>
	<p>05 - Human Resources Education or training in the concepts, principles, and theories of such fields as: public administration, personnel training, equal employment opportunity, human resources policy analysis, succession planning, performance management, classification, and staffing.</p>
	<p>06 - Budget/Finance Business Administration Education or training in the concepts, principles, and theories of business administration, accounts payable and receivable, auditing and internal control, and cash management.</p>
	<p>07 - Planning and Analysis Education or training in the concepts, principles, and theories of systems analysis; policy, program or management analysis; or planning, including strategic planning.</p>
	<p>08 - Information Technology Education and training in the concepts and application of data and the processing thereof; e.g., the automatic acquisition, storage, manipulation (including transformation), management, system analysis, movement, control, display, switching, interchange, transmission or reception of data, computer security and the development and use of the hardware, software, firmware, and procedures associated with this processing. This training type does not include any IT training on agency proprietary systems.</p>
	<p>09 - Project Management Education and training in the concepts, principles, and theories necessary to develop, modify, or enhance a product, service, or system which is constrained by the relationships among scope, resources, and time.</p>
	<p>10 - Acquisition Education or training in the concepts, principles, and theories or techniques related to the 1102 occupation, e.g., procurement, contracting.</p>
	<p>11 - Logistic Specialty Training for professional skills of a specialized nature in the methods and techniques of such fields as supply, procurement, transportation, or air traffic control.</p>
	<p>12 - Security Training of a specialized nature in the methods and techniques of investigation, physical security, personal security, and police science.</p>

**Section B - Training Course Data (Continued)**

Training Type Code	Training Sub Type Code
<p>01 - Training Program Area (continued)</p>	<p>13 - Clerical (Non-supervisory clerical/administrative) Training in skills such as office management, typing, shorthand, computer operating, letter writing, telephone techniques; or word processing.</p>
	<p>14 - Trade and Craft Training in the knowledge, skills, and abilities needed in such fields as electronic equipment installation, maintenance, or repair; tool and die making; welding, and carpentry.</p>
	<p>15 - Foreign Affairs Training for professional skills of a specialized nature in the methods and techniques of such fields as foreign languages, foreign culture, diplomacy, or strategic studies.</p>
	<p>16 - Leadership/Manager/Communications Courses Training that addresses skill areas such as Leadership/Management and Communication (e.g., written, oral and interpersonal) coursework.</p>
<p>02 - Developmental Training Area  Description: Formal developmental/training programs.</p>	<p>20 - Presupervisory Program Development/training program for non-supervisors.</p>
	<p>21 - Supervisory Program Development/training program which provides education or training in supervisory principles and techniques in such subjects as personnel policies and practices (including equal employment opportunity, merit promotion, and labor relations); human behavior and motivation; communication processes in supervision, work planning, scheduling, and review; and performance evaluation for first-line supervisors.</p>
	<p>22 - Management Program Development/training program which provides mid-management level education or training in the concepts, principles, and theories of such subject matters as public policy formulation and implementation, management principles and practices, quantitative approaches to management, or management planning organizing and controlling. (Supervisors of supervisors; GS-14/15 supervisors; GS-14/15 direct reports to SES).</p>
	<p>23 - Leadership Development Program Formal developmental program that provides leadership training and development opportunities.</p>
	<p>24 - SES Candidate Development OPM-approved program to prepare potential SES members.</p>
	<p>25 - Executive Development Continuing development for leaders above the GS-15 level.</p>
	<p>26 - Mentoring Program Formal stand-alone program with established goals and measured outcomes. Open to all who qualify; protégées and mentors paired to facilitate compatibility, training and support provided, and company benefits directly.</p>
	<p>27 - Coaching Program Formal stand-alone program which provides ongoing partnership with an employee and coach that helps employee produce desired results in professional life.</p>

**Section B - Training Course Data (Continued)**

Training Type Code	Training Sub Type Code
<p><b>03 - Basic Training Area</b></p> <p>Description: Fundamental and/or required training programs.</p>	<p><b>30 - Employee Orientation</b></p> <p>Training of a general nature to provide an understanding of the organization and missions of the Federal Government, employing agency or activity, or a broad overview and understanding of matters of public policy.</p>
	<p><b>31 - Adult Basic Education</b></p> <p>Education or training to provide basic completeness in such subjects as remedial reading, grammar, arithmetic, lip reading or Braille.</p>
	<p><b>32 - Federally Mandated Training</b></p> <p>Mandatory training for all employees Governmentwide. This includes training mandated by federal statute or regulation; such as in the areas of computer security awareness (5 CFR 930.301-305), ethics (5 CFR 2638.703 and 704), or executives, managers, and supervisors (5 CFR Part 412).</p>
	<p><b>33 - Work-life</b></p> <p>Training to promote work-life (e.g., health and wellness training, employee retirement/benefits training, etc).</p>
	<p><b>34 - Soft Skills</b></p> <p>Training involving development of employees ability to relate to others ( e.g., customer service, dealing with difficult people, etc).</p>
	<p><b>35 - Agency Required Training</b></p> <p>Agency specific training required by the agency and provided to Federal employees in order to achieve the goals and objectives of the Agency as needed. For example: agency training based on Inspector General's Audit; agency training aimed at improving individual's needs based on Performance Improvement Plan (PIP); agency training based on signing agreement between Union and Management.</p>

**10. Training Delivery Type Code –**

<u>Code</u>	<u>Short Description</u>	<u>Long Description (If Applicable)</u>
01	Traditional Classroom (no technology)	Individual or multiple person led, face-to-face training.
02	On the Job	Formal methods/activities planned and structured to promote learning by doing; e.g., detail assignments/programs.
03	Technology Based	Methods mainly using technology, which may include tutorials embedded in software, CD ROM products, Web-based courses, and interactive media.
04	Conference/workshop	An organized learning event which has an announced educational or instructional purpose; more than half the time is scheduled for a planned, organized exchange of information between presenters and audience which meets the definition of training in 5 U.S.C. 4110; content of the conference/retreat is germane to improving individual and/or organizational performance; and developmental benefits will be derived through the employee's attendance.
05	Blended	Training that requires two or more methods of delivery that must be completed in order to satisfy the educational requirements.
06	Correspondence	Self-study course material: Training provided via the assignment of non-interactive methods such as a book, document, regulation, or manual.

**Section B - Training Course Data (Continued)**

11. **Training Designation Type Code** - Select and insert the appropriate training credit designation type code:

<u>Code</u>	<u>Short Description</u>	<u>Long Description (if Applicable)</u>
01	Undergraduate Credit	N/A
02	Graduate Credit	N/A
03	Continuing Education Unit	N/A
04	Post Graduate Credit	N/A
05	N/A	N/A

12. **Training Credit** - Amount of academic credit hours of continued education units (1, 1.5, or .75) earned by the employee for the completed training. (This should be completed by the agency).

13. **Training Credit Type Code** - Select and insert the appropriate training credit designation type code:

<u>Code</u>	<u>Short Description</u>
01	Semester Hours
02	Quarter Hours
03	Continuing Education Unit

14. **Training Accreditation Indicator** - Insert a Yes (Y) or No (N).

15. **Continued Service Agreement Required Indicator** - Insert Yes (Y) or No (N) or non applicable (N/A) in appropriate space. (Agency response.)

16. **Continued Service Agreement Expiration Date** - (Enter date as yyyy-mm-dd).

17. **Training Source Type Code** -

<u>Code</u>	<u>Short Description</u>	<u>Long Description (if Applicable)</u>
01	Government Internal	Training provided by a Federal department, agency, or independent establishment for its own employees.
02	Government External	Training provided by an interagency training activity, or a Federal department, agency, or independent establishment other than the one which currently employs the trainee.
03	Non-government	Sources include commercial or industrial concern, educational institutions, professional societies or associations, or consultants or individuals who are not Government employees, (but are contracted to develop and/or provide training course or program.)
04	Government State/Local	Training provided by a state, county, or municipal Government. Education provided by State-operated or other public educational institutions is reported as non-Government.
05	Foreign Governments and Organizations	Training provided by non United States entities which may or may not be outside the United States.

18. **Training Objectives** - It is important that the objectives for the employee(s) enrolling in this course or program is related to the strategic objectives of the organization for which the employee works. Provide text to explain how the training event meets agency objective(s) and purpose type.

19. **Agency Use Only** -For use by an agency as needed.

## **Section C - Costs and Billing Information**

- 1. Direct costs and appropriation/fund chargeable**
  - a. Training Tuition and Fees Cost** - Insert the actual/final cost of training tuition and fees for training completed by the employee that was paid for by the Federal Government.
  - b. Books and Materials Costs** - Insert the materials cost for training completed by the employee that was paid for by the Federal Government. (Refer to the Guide for Human Resources Reporting Guide at <http://www.opm.gov/feddata/guidance.asp> for more information).
  - c. Total Cost** - Insert the actual/final cost.
- 2. Indirect costs and appropriation/fund chargeable**
  - a. Training Travel Cost** - Insert the actual/final travel cost excluding per diem for training completed by the employee that was paid for by the Federal Government.
  - b. Training Per Diem Cost** - Insert the actual/final per diem cost (e.g., meals, lodging, miscellaneous expenses) for training completed by the employee that was paid for by the Federal Government.
  - c. Total Cost** - Insert the actual/final cost.
- 3. Total Training Non-Government Contribution Cost** - Insert the cost contributed by the employee or other non-Government organizations for the training completed by the employee.
- 4. Document/Purchase Order/Requisition Number** - Enter Document/Purchase Order/Requisition Number for reimbursement of training costs to responsible Training Vendor. This number is to be referenced in the billing process.
- 5. 8-Digit Station Symbol** - Fill in 8-digit station symbol of the nominating Agency Finance Office.
- 6. Billing Instructions** - Enter name and mailing address of nominating Agency Finance Office for billing purposes.

## **Section D - Approvals**

- 1-3e. Approvals** - To be completed by the employee's immediate and/or second-line supervisor(s) before submission of application to nomination Agency Training Office.

## **Section E - Approvals/Concurrence**

- 1-1e. Approval/Concurrence** - To be completed by the nominating Agency Official who is authorized to approve or disapprove request.

## **Section F - Certification of Training Completion and Evaluation**

**NOTE:** Agency Certifying Officials are certifying the employee has completed the requirements for the training and an evaluation has been completed. The requirement to evaluate training is found in 5 CFR 410.601. The agency head shall evaluate training to determine how well it meets short and long-range program needs of the agency and the individual. The needs should be aligned with the strategic plan to strengthen and develop the performance and behavior of the individual whose positive results will impact the performance of the agency.

## CHARTER

Appendix 8

# EQUAL EMPLOYMENT OPPORTUNITY ADVISORY COMMITTEE (EEOAC)

## I. Role of the EEOAC

The objective of the EEOAC is to develop and implement processes to create a harmonious, innovative, and highly productive work environment where all employees are valued for their ability as individuals and team members to contribute to the accomplishment of the Agency's mission.

- A. The EEOAC shall advise and assist the EEO Program Manager(s) and senior managers on matters relating to carrying out the objectives of the EEO Program.

In carrying out this role, the Committee will:

1. Provide the EEO Program Manager(s) and senior managers feedback on the performance of the EEO Program, identify areas of weakness, and suggest ways in which the program can be improved.
  2. Identify emerging EEO Program areas needing attention from the EEO Program Manager(s) and senior managers.
  3. Provide an informal forum representative of employees to bring EEO matters to the attention of the EEO Program Manager(s) and senior managers.
- B. The Committee shall seek to create an environment conducive to improve the efficiency of the Agency through recommendations for equality of employment opportunity, unrestricted by considerations of race, color, religion, sex, national origin, age, or disability. The Committee shall also strive to identify and address any perceived discrimination not related to the formally protected groups stated above.

## II. Duties and Responsibilities of the EEOAC

- A. **Recruitment.** The Committee shall review current personnel methods and practices and make recommendations for improving the use of Agency resources to recruit individuals in the underrepresented groups.
- B. **Training and Awareness.** The Committee shall review training programs to ensure that all employees have equal opportunity to receive training which increases their potential for job enhancement and career advancement. The Committee shall identify any areas needing attention by the EEO Program Manager(s) and senior managers. The Committee shall recommend, where appropriate, training and awareness programs to promote an appreciation for the diversity of the St. Louis workforce.

## CHARTER

### EQUAL EMPLOYMENT OPPORTUNITY ADVISORY COMMITTEE (EEOAC)

- C. **EEO Awards.** The Committee shall assist the EEO Program Manager(s) and senior managers in identifying candidates to be nominated for EEO special achievement awards.
- D. **Promotions.** The Committee shall review current personnel practices and identify any areas needing attention by the EEO Program Manager(s) and senior managers to determine whether the procedures set forth in the Merit Promotion Plan and other personnel regulations are being applied without discrimination.
- E. **Awards.** The Committee shall review distribution of awards and identify any areas needing attention by the EEO Program Manager(s) and senior managers to ensure that awards are given fairly, equitably, and consistently.
- F. **Disciplinary Action.** The Committee shall review disciplinary cases to determine whether disciplinary measures are being applied equitably and to identify any areas needing attention by the EEO Program Manager(s) and senior managers.
- G. **Separations.** The Committee shall review separation actions to determine possible trends and identify to the EEO Program Manager(s) and senior managers any areas requiring attention.
- H. **Community Participation.** The Committee shall identify communities, civic organizations, and educational institutions which the EEO Program Manager(s) or senior managers should contact to establish a community relationship for the purpose of promoting cultural diversity in the workforce. The Committee shall assist the Agency in accomplishing its recruitment and other EEO objectives.
- I. **Workplan and Budget.** The Committee shall develop an annual workplan and budget by August of each year to carry out the agency's EEO programs in St. Louis.
- J. **Program Managers.** The Committee shall recommend to the EEO Program Manager(s) and senior managers, candidates for the positions of Federal Women's Program Manager, Disability Employment Program Manager, and Hispanic Employment Program Manager.

### III. Authority of the EEOAC

- A. Committee members will refer complaints or grievances to the proper channels.
- B. The Committee shall submit recommendations for action to the EEO Program Manager(s), senior managers and as appropriate, the St. Louis Partnership - Council.
- C. Committee members will consider only those EEO issues affecting the St. Louis workforce.

## CHARTER

### EQUAL EMPLOYMENT OPPORTUNITY ADVISORY COMMITTEE (EEOAC)

- D. The Committee will plan, organize, and present EEO programs. The Committee shall have the authority to carry out the duties identified in Section II, including the establishment of ad-hoc work groups.
- E. The Committee will recommend to the EEO Program Manager(s) and senior managers, and EEOS changes to this Charter.

#### IV. Composition of the EEOAC

- A. The Committee membership shall be as many as necessary to reflect the diversity of the St. Louis workforce (not to exceed 18 employees). Terms of service for all committee members shall be (3) years. Members may not serve more than two (2) consecutive 3-year terms.

The terms of service shall be arranged so that one-third of the membership expires each year. Terms of service of the initial Committee members will be 1/3 for 1-year, 1/3 for 2-years, and 1/3 for 3-years. These terms will be decided first, on a volunteer basis and second by a lottery. It is understood that the initial terms of service do not apply to the 3 federally mandated special emphasis program managers and do not fall under the above term limitations.

- 1. The Committee shall be representative of the diversity of the St. Louis workforce, in so far as possible, based on nominations and selection procedures contained in Part IV, Section B.
- 2. A new Committee member designated to succeed a member whose term has expired will be appointed for 3 years.
- 3. The Committee may fill vacant positions, due to resignation or removal as outlined in Part IV, Section B, Nomination and Selection of Committee Members. A member designated to complete the term of a vacated slot will be appointed for the remainder of the unexpired term.
- 4. The Committee will recommend to the EEO Program Manager(s) the removal of any Committee member by a 2/3 majority vote of the Committee membership. Cause for removal would relate to the failure of a Committee member to carry out their duties and responsibilities as identified in Part II, or where a member shows a pattern of not being cooperative in helping to achieve the EEO goals.

#### B. Nomination and Selection of Committee Members

- 1. An Interest Application will be sent to each employee the first week of November of each year soliciting volunteers for the Committee.
- 2. Interest Applications must be submitted through the proper chain of command.

## CHARTER

### EQUAL EMPLOYMENT OPPORTUNITY ADVISORY COMMITTEE (EEOAC)

3. A Committee of seven (7) members; three (3) management, three (3) union, and one (1) EEOAC member will develop the selection criteria, rate, and select the applicants by consensus.
  4. The Civil Rights Staff will notify the appropriate official of the selected applicants in writing. All applicants will be notified of their selection by their Division Director/Staff Head. All non-selected applicants will be notified by a personal confidential letter.
- C. Advisors to the EEOAC on agency policy matters. The Civil Rights staff will provide administrative support, budget tracking, and training expenses. The Civil Rights staff shall also assist in the coordination of various programs and activities, development of objectives for the EEO program, and help identify positive and constructive ways of achieving those objectives.
- D. Role of the Committee Members - Committee members shall:
1. Attend all meetings as scheduled, on official time. If unable to attend they must notify the Chairperson and/or the Secretary.
  2. Accept responsibility for projects and/or assignments.
  3. Demonstrate concern and dedication to the general welfare of all employees.
  4. Demonstrate professionalism when conducting EEOAC business.
  5. Maintain confidentiality when working with sensitive issues, especially in reviewing Personnel policies the committee has responsibility to review in Section II.
  6. Have the ability to recognize potential EEO problems and to recommend specific solutions.

#### V. Officers of the Committee

A. The members of the Committee shall elect a chairperson in January of each year. The election will be held with at least 2/3 of the Committee members present.

B. The Chairperson shall:

1. Presides over Committee meetings. The Chairperson will make every attempt to preside over all meetings. If the Chairperson cannot attend 7 consecutive meetings, the Vice Chair will serve as Chairperson for the remainder of the year or until the Committee reelects a new Chairperson.
2. Prepares agendas. Agendas for each subsequent meeting should be prepared and submitted to the Secretary no later than 7 working days prior to the next monthly meeting.

## CHARTER

### EQUAL EMPLOYMENT OPPORTUNITY ADVISORY COMMITTEE (EEOAC)

3. Approves meeting minutes. Approve/Disapprove the minutes from the subsequent meeting upon receipt from the Secretary. If minutes are disapproved, submit to Secretary for correction within 24 hours. If minutes are approved, submit the signed copy to Secretary for distribution no later than 48 hours after receipt.
4. Conducts orderly meetings. Meetings should be conducted in accordance with *Robert's Rules of Order* or some similar parliamentary procedures. All issues to be decided by the Committee will be accomplished by a majority vote unless the Charter expressly states that more than a simple majority is required. All members will be given an equal chance to voice their ideas/opinions on any issue that is currently on the floor as long as they are not out of order.
5. Call Special Meetings. The Chairperson will notify the Secretary no later than 24 hours with a decision to hold/not hold a requested Special Meeting. (See Section VI, B)
6. Maintain a liaison with the personnel in the Civil Rights Office on all matters involving the Committee.

7. Also, prepares a (quarterly) reports to the Civil Rights Office.

#### C. The Vice-Chairperson will:

1. Assume the Chairperson's duties in the absence of the Chairperson,
2. Serve a Chairman of the Budget Committee

3. Report on budget expenditures and funds available to meet future expenditures and on a quarterly basis submits to the Civil Rights Office a budget report detailing expenditures.

#### D. The Secretary will:

1. Record the minutes of each meeting and submit a final draft to the Chairperson for approval within seven (7) working days. After the Chairperson approves the minutes they will be distributed to Committee members. Copies of the minutes will be distributed to the Civil Rights Office for distribution to the Division Directors, and Staff Heads.
2. Send notices of meetings including the agenda, to Committee members and a management representative at least 1 week prior to the meetings.
3. Provide any other administrative duties relating to the EEOAC.

## **CHARTER**

### **EQUAL EMPLOYMENT OPPORTUNITY ADVISORY COMMITTEE (EEOAC)**

#### **VI. Meetings of the Committee**

- A.** The Committee shall meet monthly and if necessary, more often, on official time. An official meeting requires a quorum. A quorum consists of over half of the Committee members. A yearly schedule of meetings dates, times, and locations will be developed and distributed to Committee members and the Civil Rights for distribution to senior managers.
- B.** Special meetings may be scheduled upon receipt of a written request to the Chairperson by any Committee member. The request shall state the purpose for which the special meeting is called and should be submitted to the Chairperson and the secretary at least 48 hours in advance. The request will be read at the meeting and entered into the minutes.
- C.** A simple majority vote at an official meeting shall determine the course of action the Committee will follow on agenda items except for removal and elections.
- D.** The Committee shall establish its own rules for conducting meetings and other Committee activities.
- E.** Employees who are invited to attend Committee meetings, with management approval, shall be granted official time.

Alternative Work Schedules  
Imaging Unit, Mail Services  
Loan Administration Branch  
Centralized Servicing Center  
and  
AFGE Local 3354

Appendix 9

Memorandum of Agreement

The parties agree that alternative work schedules will be utilized for bargaining unit employees. This agreement will remain in effect until superseded. If, during the course of this agreement, the Agency obtains the capability of establishing a wider variety of choices, greater flexibility will be allowed to employees. If their capabilities are minimized, or the work and mission is significantly impacted as a result of AWS, management may propose changes subject to all appropriate negotiations with the Union.

I. Compressed Work Schedules.

A. There is one CWS available to bargaining unit employees under this agreement: the 9-day pay period (5-4-9) plan. Under this plan a full-time Employee compresses the basic pay period work requirement into eight 9-hour days and one 8-hour day.

B. Employee participation in CWS is voluntary.

C. Employee days off will be scheduled at the discretion of the Employee with supervisory approval, in accordance with the following guidelines and procedures:

1. No more than two (2) Imaging Unit employees can have the same compressed day off, and they must work on different queues. No more than one employee per queue can have a given compressed day off.

2. Selection of scheduled days off will be determined among Employees in accordance with most recent USDA seniority. If there are ties, employees may work out the schedule among themselves. Failing that, birthdays will be used to break ties, with birthdays in January getting first priority and birthdays in December getting last priority.

3. Employees who are assigned to the Imaging Unit after execution of this agreement will be able to exercise their seniority for the next available compressed days off. However, they will not be able to "bump" current Imaging Unit employees out of their compressed day off choice.

D. Employees choosing CWS may also exercise the full flexitime model outlined below.

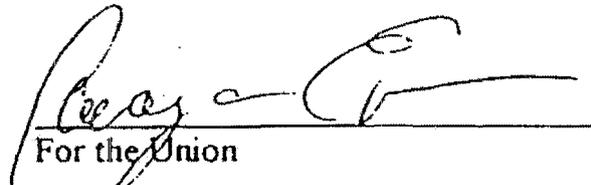
II. Flexitime:

- A. The working hours will be 6:00 a.m. to 6:00 p.m.
- B. The core time will be 9:30 a.m. to 2:30 p.m.
- C. The A.M. flexitime will be 6:00 a.m. to 9:30 a.m.
- D. The P.M. flexitime will be 2:30 p.m. to 6:00 p.m.
- E. Employees may start and quit work each day at any time during the flexible time bands.
- F. If an employee needs to be off work, or to extend his/her lunch period beyond 1/2-hour, during the core time period, either Core Time Deviation or Leave may be used.
- G. Core Time Deviation is an absence, requested by an Employee, and specifically authorized in advance by the supervisor, during core time which must be made up within the same day during flexitime in lieu of charge to any type of leave.

III. Basic Work Week

The basic work week of full-time Employees shall be scheduled on five (5) days, which will normally be Monday through Friday. The two days off will be consecutive unless the Employee voluntarily waives this right on an individual occurrence, or unless appropriate negotiations have occurred or a clearly overriding exigency exists.

  
For the Agency  
12/31/97  
Date

  
For the Union  
12/31/97  
Date

UNITED STATES DEPARTMENT OF AGRICULTURE - RURAL DEVELOPMENT

APPLICATION FOR TOUR OF DUTY CHANGE

PAY PERIOD:

EMPLOYEE NAME: *(Print or type)*

EFFECTIVE DATE:

TOUR OF DUTY:

TYPE OF CHANGE:

CORE TIME DEVIATION:

CWS     REGULAR     PERMANENT     ONE-DAY

FROM \_\_\_\_\_ TO \_\_\_\_\_

DAY	1st WEEK			DAY	2nd WEEK		
	6-HR	9-HR	CDO		6-HR	9-HR	CDO
SUNDAY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SUNDAY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MONDAY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	MONDAY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TUESDAY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TUESDAY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WEDNESDAY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	WEDNESDAY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THURSDAY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	THURSDAY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FRIDAY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	FRIDAY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SATURDAY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SATURDAY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

EMPLOYEE SIGNATURE:

DATE:

SUPERVISOR COMPLETES

ACTION:

APPROVED     DISAPPROVED *(Specify)*

SIGNATURE OF SUPERVISOR:

DATE:

Appendix 11

App.-p. 24

TITLE 5--GOVERNMENT ORGANIZATION AND EMPLOYEES

PART III--EMPLOYEES

Subpart E--Attendance and Leave

CHAPTER 61--HOURS OF WORK

SUBCHAPTER II--FLEXIBLE AND COMPRESSED WORK SCHEDULES

Sec. 6122. Flexible schedules; agencies authorized to use

(a) Notwithstanding section 6101 of this title, each agency may establish, in accordance with this subchapter, programs which allow the use of flexible schedules which include--

- (1) designated hours and days during which an employee on such a schedule must be present for work; and
- (2) designated hours during which an employee on such a schedule may elect the time of such employee's arrival at and departure from work, solely for such purpose or, if and to the extent permitted, for the purpose of accumulating credit hours to reduce the length of the workweek or another workday.

An election by an employee referred to in paragraph (2) shall be subject to limitations generally prescribed to ensure that the duties and requirements of the employee's position are fulfilled.

(b) Notwithstanding any other provision of this subchapter, but subject to the terms of any written agreement referred to in section 6130(a) of this title, if the head of an agency determines that any organization within the agency which is participating in a program under subsection (a) is being substantially disrupted in carrying out its functions or is incurring additional costs because of such participation, such agency head may--

- (1) restrict the employees' choice of arrival and departure time,
- (2) restrict the use of credit hours, or
- (3) exclude from such program any employee or group of employees.



**REQUEST TO EARN CREDIT HOURS**

**INSTRUCTIONS**

- SUBMIT BY NOON
- MAXIMUM 24 HOURS BALANCE
- MINIMUM 1/2 HOUR; MAXIMUM 2 HOURS PER DAY (IN 1/4 HOUR INCREMENTS)

REQUESTOR'S SIGNATURE/DATE:	CURRENT BALANCE:
-----------------------------	------------------

	DATE	TIME	TOTAL	COMMENTS
MONDAY		FROM: TO:		
TUESDAY		FROM: TO:		
WEDNESDAY		FROM: TO:		
THURSDAY		FROM: TO:		
FRIDAY		FROM: TO:		
SATURDAY		FROM: TO:		
SUNDAY		FROM: TO:		

**APPROVAL:**

ABOVE REQUEST APPROVED FOR CREDIT HOURS

ABOVE REQUEST DISAPPROVED FOR CREDIT HOURS

ABOVE REQUEST APPROVED IN PART AS NOTED.

**REMARKS:**

*IF APPROVED IN WHOLE OR IN PART, PLEASE RETURN WHITE COPY TO THE EMPLOYEE AND YELLOW COPY TO THE TIMEKEEPER. IF DISAPPROVED, PLEASE RETURN ENTIRE FORM TO EMPLOYEE.*

APPROVAL (SIGNATURE)	DATE:
----------------------	-------

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

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 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.

/s/ JW Fossum

Director of Personnel  
US Department of Agriculture

/s/ 6/22/1979

Date

/s/ KT Blaylock

National President  
American Federation of  
Government Employees

Memorandum of Understanding  
Union Dues Payroll Deductions

Under the terms of the new Labor-Management Relations (LMR) Agreement, Management and the Union have agreed to continue to comply with a memorandum of agreement regarding Union dues withholding which was initially negotiated between USDA and AFGE in 1979. A copy of this agreement is contained as appendix A of the LMR Agreement.

While this does not constitute a new agreement, in the past, procedures contained in this agreement have been the source of some confusion. The purpose of this memorandum is to clarify those procedures and to provide for the orderly, timely processing of dues withholding requests and cancellations.

Dues Withholding

In order to initiate Union dues withholding by payroll deduction, a bargaining unit employee must complete a Standard Form (SF) 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, and submit it to the Union for processing. Employees should complete the top portion of the form (with their name, social security number, home address, city, state, zip code and work unit) and sign and date the form at the bottom. The Union President will complete the middle portion of the form, including the amount of dues to be withheld and the Union local number, and will sign and date the form. Dues deductions will normally begin the pay period following submission of the SF-1187 to the Personnel Office. Employees can secure SF-1187's in the Personnel Office or in the Union Office. The Union will provide each employee who submits a completed SF-1187 with a receipt copy of that document for the employee's records. The receipt copy will reflect the pay period in which the deduction is to be made effective, i.e., the "anniversary date."

Dues Revocation

Once a bargaining unit employee has processed a union dues withholding request, the employee can terminate union dues deductions on the anniversary date of the pay period in which the dues allotment began. To cancel the dues allotment, the employee must submit to the Union a completed Standard Form (SF) 1188, Cancellation of Payroll Deductions for Labor Organization Dues, at least 6 workdays prior to the beginning of the anniversary pay period and not earlier than the first day of the month preceding the anniversary date. Employees can secure SF-1188's in the Personnel Office and in the Union Office. The employee should complete items 1, 2, 3, 5, 7 and 8 of the form prior to submission to the Union. Upon receipt of the completed SF-1188, the Union will (1) provide the employee with a receipt copy of the form; (2) verify the anniversary date for cancellation; (3) submit the completed form to the Personnel Office for processing not less than 3 workdays prior to beginning of the pay period in which the anniversary date falls.

Employees who are uncertain regarding the anniversary date of their dues allotment can contact the Union Office or the Labor Relations Staff of the Personnel Office for this information.

*/s/ James Sparks*

\_\_\_\_\_  
JAMES C. SPARKS

*/s/ Steven M. Hollis*

\_\_\_\_\_  
STEVEN M. HOLLIS

Personnel Officer

President  
AFGE Local 3354

*9/26/88*

*9/30/88*

---

DATE

---

DATE

**Appendix D**

**REQUEST FOR OFFICIAL TIME**

NAME: \_\_\_\_\_ MONTH/YEAR: \_\_\_\_\_

**(NOTE: SUPV MUST BE NOTIFIED OF ANY CHANGES TO REQUESTS ALREADY APPROVED PRIOR TO USE)**

Date of Request	Date Official Time is to be Used	Estimated Time of Departure	Estimated Time of Return	Code & Name of Activity from Reverse (if not listed, state other and state exact activity official time will be used for)	Location & Phone Number Where Activity will be Conducted (where to reach you at)	Supv Initials Approving Request & Date (If denied, state denied)	Actual Time use of Official Time Started	Actual Time use of Official Time Ended	Hours Charge-able to Monthly Allotment	Hours Not Charge-able to Monthly Allotment

**CODES & NAME OF ACTIVITY  
(FOR USE ON REQUESTS FOR OFFICIAL TIME)**

Union Representatives/Stewards must complete the "Code & Name of Activity" column of the Request for Official Time form indicating one of the following codes and the activity (i.e., for attendance at grievance meeting the Representative/Steward should annotate the "Code & Name of Activity" column as 38/Grievances).

**35/Preparation Work for Contract Negotiations (Chargeable):** For preparation for contract negotiations. This does not apply to mid-term bargaining covered by Article 30 for changes in working conditions.

**35/Contract Negotiation Sessions (Not chargeable):** For actual contract negotiation sessions held with management and mediation/impasse/negotiability proceedings for contract negotiations only. This code does not apply to mid-term bargaining covered by Article 30.

**36/Preparation Work for Mid-Term Bargaining (Chargeable):** For preparation for mid-term bargaining on changes in working conditions covered by Article 30. (Requestor must state specific matter being negotiated in "Code & Name of Activity" column.)

**36/Mid-Term Bargaining Sessions (Not Chargeable):** For actual mid-term bargaining sessions held with management regarding changes in working conditions covered by Article 30. (Requestor must state specific matter being negotiated in "Code & Name of Activity" column.)

**37/Committee Meetings (Not Chargeable):** Use for union participation on Joint Labor/Management Committee Meetings or task force meetings only. Not to be used for union committee meetings.

**37/Formal Discussion (Not Chargeable):** Attendance at formal discussions held by management with employees

**37/Weingarten (Chargeable):** Attendance at *Weingarten* events (i.e., when employee is being asked questions that may lead to discipline or counselings and employee has requested union representation)

**37/Training (Chargeable):** Use for approved Union Sponsored Training

**38/Grievances (Chargeable):** Includes grievance meetings, preparation of grievances, data requests for grievances, etc.

**38/Arbitrations (Chargeable):** Includes selection of arbitrator, preparation, data requests for arbitrations, arbitration hearing, etc.

**38/ULPs (Chargeable):** Includes preparation and submission of the ULP.

**Other/Lobbying (Chargeable):** State what proposed/pending legislation related to the CSC bargaining unit is being lobbied for.

**Other/Legislative Committee (Chargeable):** State what type of work related to the CSC bargaining unit is being conducted.

**Other (Chargeable):** State what other authorized representational activity not listed above that is being performed.

EMPLOYEE REQUEST FOR OFFICIAL TIME

I request approval to see a union representative. I will meet with the representative for \_\_\_\_\_ minutes. I wish to take this time at \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_, and can be reached at extension \_\_\_\_\_. I understand if the time needed will exceed the time initially approved, I will contact my supervisor and request additional time which will be approved if workload considerations allow. I further understand upon my return I am expected to report to my immediate supervisor or his/her designee.

\_\_\_\_\_  
Signature

\*\*\*\*\*

\_\_\_\_\_  
I approve the request.

\_\_\_\_\_  
I approve the request but can only authorize \_\_\_\_\_ minutes due to workload considerations and the need for the employee's services. Additional time, if necessary, will be given at \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_ if requested by the employee.

\_\_\_\_\_  
I cannot approve the request at the time indicated due to workload considerations. The employee will be released at \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_.

\_\_\_\_\_  
Request denied as inappropriate use of official time.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date