

THE FOLLOWING COMMENTS ARE ADVISORY ONLY AND DO NOT CONSTITUTE ACTUAL CONTRACT LANGUAGE.

15.1D Performance standards must be in writing and given to employees no later than 30 calendar days after the beginning of an appraisal period or change in assigned tasks resulting in a change in performance standards. The beginning of an appraisal period includes an employee's entry on duty with FmHA, change to lower grade, reassignment, promotion (merit or career), beginning an extended detail (90 days or more), change of supervisors, etc.

15.2K The shortest period of time for which an employee can be rated is 90 days. If an employee has not been under your supervision or under the same performance standards for at least 90 days, you should not rate them for that period of time. That time just drops out of the rating period. For example, if an employee is promoted on September 9, you would not have to do an interim rating because there was not a period of 90 days between July 1 (when the new appraisal period began) and September 8 (the day before the promotion was effective). When you do your annual rating of record, you should show the entire appraisal period on the AD-435, (July 1 through June 30), but notate somewhere on the form that the period July 1 through September 9 was not rated because the employee was not under the performance standards (or supervisor) for at least 90 days.

15.3 If you are changing performance standards or adding new ones, you must follow the procedures in section 15.3C for obtaining input from your employees.

15.3 D "Secret studies" include those where employees (and the union) are not notified of the study; where information is gathered without input or verification from the employees; where there is a formal or informal report with recommendations about performance standards and there is no employee or union input; or where the union or employees are not informed of the results of the study.

15.4A You cannot rate an employee "Does Not Meet" in an element which was previously "Meets Fully Successful" unless you have notified the employee of the decline in his performance at least 30 days prior to the issuance of the rating. This notification does not have to be in

writing, but if it isn't, be sure you have documented your conversation with the employee.

15.4B You must conduct progress reviews with your employees at least semi-annually. If an employee's performance is "Marginal" or "Unacceptable" you must discuss his performance with him at least quarterly. If the employee's performance is "Unacceptable", contact your servicing Employee Relations Specialist for further guidance.

15.4D Multiple ratings made during the year (interim ratings) will be combined in deriving the employee's annual rating of record. For example, if your employee was promoted on October 15, you would do an interim rating for the period July 1 through October 14. If the employee was reassigned on February 1, you would do another interim rating for the period October 15 through January 31. (Copies of both of these interim ratings should be given to the new supervisor). Then, the supervisor who has the employee on June 30 will do a rating for the period of time he has had him, February 1 through June 30, and combine that rating with the two previous interims to arrive at the employee's annual rating of record.

15.4D1 When an employee is detailed, temporarily promoted, or temporarily reassigned, to a position for 90 days or more, the supervisor to whom the employee is assigned during this period must give the employee performance standards. If no standards exist for that job, you must develop them and get the employee's input (see section 15.3C). At the end of the detail, temporary reassignment, or temporary promotion you must do an interim rating. If the assignment was for less than 90 days, no written rating is due. However, you must keep some documented record of the employee's performance and pass this on to his supervisor so it can be considered when the annual rating of record is prepared.

15.4D4 If an employee transfers to another Federal agency or leaves FmHA for any reason, a rating of record should be done. This is due to the new regulations on RIF's which states that performance appraisals for the last 3 years will be used in determining a RIF register. This ensures that a rating for the last period of time the employee worked at FmHA is on file and can be used should the employee be involved in a RIF.

15.5A Employees will not receive a within grade increase unless the employee's rating of record in the NFC personnel database is Fully Successful or better. The rating of record does not change when the supervisor signs the AD-658 (Within Grade Increase Record) that the employee is at an acceptable level of competence. The within grade personnel action (which is processed automatically in the system) will not process if the employee's rating of record is not changed. The supervisor must issue a completely new rating of record showing that the employee's performance is Fully Successful or better.

For Example: If an employee's most recent rating of record is "Fully Successful" or above, but his/her performance has declined to the "Marginal" or "Unacceptable" level, he/she will still get his WGI unless you prepare a new rating of record and it is entered into the system. Conversely, if the most recent rating is "Marginal" or "Unacceptable" and his/her performance has improved, he/she will not be able to get his WGI until you prepare a new performance rating and it is entered into the system. When you have an employee who is due for a WGI, be sure to check to see that the most recent rating of record is consistent with the action you are taking on his/her WGI determination. If it is not, contact your servicing Employee Relations Specialist. This is especially important if you will be denying a WGI because a letter to the employee must be prepared notifying him/her of the denial and his/her rights to a reconsideration.

Also, if a supervisor wishes to deny a within grade increase, he/she must notify the Personnel Office as soon as possible because filling out the AD-658 will not in itself stop the system from automatically processing the within grade increase. The supervisor must complete a new rating of record reflecting unacceptable performance.

15.5D2 Prior to proposing a formal action to demote or remove an employee for unacceptable performance, contact your servicing Employee Relations Specialist. She will assist you in preparing a notice to the employee of a 90-day "opportunity-to-improve" (OTI) period and will advise you of the procedures to be followed during that period.

You do not have to wait until the end of the rating period to place an employee on an OTI period. This should be done as soon as you recognize that the employee's performance has become unacceptable.

15.5D3 This section requires us to consider locating a vacant position for reassignment or demotion when an employee faces an action for unacceptable performance. The Staffing & Classification Section reviews an employee's qualifications, reviews vacant positions which we believe will be filled, and matches the two. The supervisor of the vacancy is then contacted by the Personnel Office. There is no requirement that the supervisor of the vacancy select this person; however, the person should be considered for the job. The Personnel Office will document efforts to locate a vacant position for the employee.

ARTICLE 16 - DISCIPLINARY AND ADVERSE ACTIONS

16.1 GENERAL

A. 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.

B. The Employer agrees, to the extent possible, to effect all disciplinary actions according to the principle of progressive and corrective discipline. To be corrective and not punitive, disciplinary actions must be taken in an expeditious and timely manner. The Employer agrees to effect disciplinary actions fairly and equitably, and only where there is just and sufficient cause. The parties agree to the principle of like penalty for like offense.

C. Under normal circumstances, where a pattern of less severe Employee conduct or performance problems arises, the Employee will be counselled prior to disciplinary action being taken. Management will treat Employees fairly and equitably regarding the determination of appropriate discipline. Management retains the right to take appropriate disciplinary action in accordance with the terms of this Agreement, law and regulation.

D. Off-duty Conduct. The Employer shall have no basis for discipline for an Employee's off-duty conduct unless the agency can establish by the required burden of proof, that such conduct affected the efficiency of the service.

16.2 SUSPENSIONS OF 14 DAYS OR LESS: In cases of suspensions of 14 days or less, the following procedures will apply:

A. The Employee will be provided with a minimum of 7 calendar days advance written 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. The Employee shall have the right to respond orally or in writing or both (within 7 calendar days of notification) to the Management official designated to render a decision or to 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.

See page 7 re warning notice - also see EAP 3

D. The Employee shall have the right to be represented by the Union or by a representative of his/her choice.

E. The deciding official, or designee, shall issue a decision as soon as possible but no later than 30 calendar days after the Employee's response unless the parties involved mutually agree to extend the time limits.

16.3 SUSPENSIONS OF MORE THAN 14 DAYS, REDUCTIONS IN GRADE OR PAY, FURLOUGHS FOR 30 DAYS OR LESS, OR REMOVALS:

In cases of suspension of 15 days or more, or more severe actions, the following procedures shall apply:

A. The Employee shall be provided with a minimum of 30 calendar days advance written notice (unless the Employer invokes the crime provisions) which 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. The Employee shall have the right to respond orally or in writing or both (within 10 workdays of notification) to the Management official/designee designated to render a decision. 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. The Employee shall have the right to be represented by the Union or any representative of his/her choice.

E. The deciding official, or designee, shall issue a decision as soon as possible but no later than 90 calendar days after the Employee's response unless the parties involved mutually agree to extend the time limits.

16.4 ALTERNATIVE APPEALS: The Employer shall provide a statement of applicable appeal/grievance rights as provided in 5 USC Section 7121 and a clear description of how the Employee may exercise these alternatives in each adverse action decision letter.

16.5 REPRESENTATION: Employee representation will be provided in accordance with article 3, section 3.2. Employees who choose to process their own appeal shall be granted a reasonable amount of time to prepare and present their appeal.

ARTICLE 17 - REDUCTION IN FORCE/TRANSFER OF FUNCTION

17.1 GENERAL

This article governs (a) a transfer of function (TOF), and (b) the release of a competing Employee by furlough for more than 30 days; by separation; by demotion; or by reassignment requiring displacement. Also, the release must be required because of lack of work; shortage of funds; insufficient personnel ceiling; reorganization; the exercise of reemployment rights or restoration rights; or reclassification of an Employee's position due to erosion of duties when such action will take effect after an agency has formally announced a reduction in force (RIF) in the Employee's competitive area and when the RIF will take effect within 180 days. The RIF/TOF will be in accordance with statutory requirements, Government-wide rules and regulations and this Agreement. Management will also utilize its authorities to take action to minimize the need for RIF in accordance with law, regulation, and this Agreement.

17.2 NOTIFICATION

A. Preliminary Notification to the Union. When it is anticipated that a TOF or RIF affecting bargaining unit Employee(s) will be necessary, the Union President will be given the earliest possible preliminary notification in writing. To the maximum extent possible, this notification will be at least 90 calendar days in advance of the anticipated implementation date and will include the following information:

1. specific function to be transferred and identification of Employees assigned to this function;
2. the reason for the RIF or TOF;
3. the competitive area and levels that the Employer proposes may be involved initially in a RIF;
4. the anticipated effective date that action will be taken; and
5. the manner in which Management anticipates exercising its discretion under 5 CFR 351, if known.

B. Notice to Employees. The Director must give a notice of 30 calendar days prior to effecting a RIF. This means that when a general notice is issued, such notice must be received by the affected Employee not later than 30 days prior to the conduct of the RIF. The specific notice which is issued after the general notice must be received by the affected Employee(s) not later than 10 days prior to the effective date of the RIF.

Should no general notice be issued, the specific notice issued the Employee(s) must be received no later than 30 days prior to the effective date of the RIF. The Employer agrees to give the earliest possible notice to Employees in accordance with rules and regulation. However, such notice cannot exceed 90 days in advance of the RIF except as specifically approved by OPM. All such notices shall contain the information required by the Federal Personnel regulations and this Agreement. The combined content of the general/specific RIF notices will include the following information:

1. specific RIF action to be taken;
2. effective date of action;
3. Employee's competitive area, level, subgroup, service date, annual performance ratings of record during last three years;
4. place where Employee may inspect regulations and records;
5. reasons for retaining a lower standing Employee in the same competitive level in accordance with 5 CFR 351.607 or 351.608, if applicable;
6. whether Employee is entitled to grade, and/or pay retention; and
7. the Employee's grievance rights.

C. Employee's Response to Specific RIF Notice. The parties agree that this matter will be addressed during impact and implementation bargaining over any RIF action taken in the bargaining unit.

✓ **17.3 IMPACT AND IMPLEMENTATION NEGOTIATIONS.**

A. Upon receipt of preliminary written notification of an anticipated RIF or TOF affecting the bargaining unit Employee(s), the Union may, within 5 workdays, request negotiations concerning impact and implementation and present the initial proposal within 10 workdays of receipt of notification.

B. Upon timely request from the Union, the parties shall meet and negotiate within (10) calendar days after receipt of the Union's proposals concerning the impact and implementation of the anticipated RIF or TOF on bargaining unit Employee(s). If Management develops counterproposals to the Union's proposals, these will be provided to the Union within 5 workdays after receipt of the Union's proposal.

C. The Union shall have the right to review retention registers and any other information necessary for negotiations concerning the proposed action in accordance with 5 USC 7114(b)(4).

17.4 COMPETITIVE AREAS AND LEVELS

A. The competitive area shall include all positions in FmHA St. Louis.

B. Competitive levels will include all positions of similar duties in accordance with Government-wide rules and regulations.

C. At the time of preliminary notification to the Union (as addressed in section 17.2A, above) the Employer will identify the numbers, grades, series, and organization locations of positions occupying competitive levels in the competitive area which are expected to be involved in the first round of competition. The Employer agrees that the Union shall be provided documentation of competitive levels for all bargaining unit positions in the competitive area as soon as these determinations are made.

17.5 SPECIAL PROBLEMS.

The Employer will make every reasonable effort to minimize hardship on bargaining unit Employees who are adversely affected by a Management decision.

A. Management will pursue placement of adversely affected Employees in other Federal agencies within the commuting area in the event of a RIF which is anticipated to have significant impact on the bargaining unit. Such a RIF would be expected to adversely impact 20 or more occupied bargaining unit positions. The Employer will maintain copies of vacancies, Employer-wide, as well as any job announcements provided by other Federal Employers and will post these announcements on the open bulletin board located on the third floor of the Federal Building, 1520 Market Street. A copy of these vacancy announcements will also be provided the Union during the period between the issuance of RIF notices and the effective date of the RIF.

B. The Employer will meet or communicate individually with Employees interested in and eligible for optional or discontinued service retirement to explain benefits.

C. The Employer will explore the appropriateness of requesting OPM authorization of early voluntary retirements ("early out").

D. Within the limits imposed by law and regulation, the Employer will make every reasonable effort to assist and/or lessen undue adverse impact on 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.

E. Management will provide a special group counseling session conducted by the Employee Assistance Program (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 official time, and will not be counted against the individual's right to administrative leave for additional counseling and referral under EAP. Such a session will normally be scheduled after the general RIF notices have been issued.

F. Employees who are identified for separation or change to a lower grade as a result of RIF/TOF shall be provided the following upon request:

1. 5 copies of their SF-171, Application for Federal Employment, or resume. The Employer will take reasonable steps to ensure that the copies provided are readable reproductions of the original.

2. The Employer agrees to grant administrative leave to Employees identified for separation or demotion in order for them to participate in Employment interviews conducted by other Federal employers in the commuting area. Such Employees will be granted up to two hours administrative leave for the first employment interview and 1 hour administrative leave for any subsequent interviews conducted between the period in which the Employee receives notice identifying him/her for separation or demotion and the effective date of the RIF. The Employer further agrees to a liberal leave policy when responding to Employee requests for additional approved absence for the purpose of participating in such interviews.

G. Union representatives who are Employees of the Agency shall be entitled to reasonable official time to assist Employees adversely affected by RIF actions in accordance with article 18, sections 18.2A and 18.2B of the current Labor-Management Relations Agreement (LMRA) and as mutually agreed by the parties. Such time shall include:

1. Up to 2 hours preparation time and necessary official time for two Union representatives to attend each meeting or briefing conducted by the Employer in connection with RIF/TOF.

2. Reasonable official time to review retention registers, and other RIF records that are located in the Personnel Office. If, after reviewing retention registers, the Union determines that a copy of the retention register or a portion thereof is needed for the performance of the Union's representational duties, the Employer agrees to provide such documents for affected competitive levels upon receipt of the Union's written request.

3. A block of official time to consult with adversely affected Employees prior to the effective date of RIF/TOF. The actual number of hours contained in such a block of time will be negotiated during impact and implementation bargaining.

H. Employees who are relocated by the Employer to a different geographic area after having been notified of their involuntary separation incident to RIF/TOF actions covered by this article will be authorized relocation expenses and a reasonable amount of relocation leave for premoving and postmoving arrangements (including a househunting trip when appropriate) in accordance with law and applicable regulations.

J. In accordance with the provisions of the LMRA, specifically article 11, section 11.6A, it shall be the responsibility of the Employer to plan for the maximum retraining of adversely affected bargaining unit Employees in the positions to which they will be assigned. The Employer will advise each adversely affected Employee entering a new position as a result of RIF of any formal classroom or on-the-job training which will be afforded the new Employee. Employees assigned to career ladder positions will be placed under a career Ladder Plan and trained in accordance with the provisions of that plan. After each step of the plan has been completed, the supervisor will meet with each Employee to counsel him/her on his/her status and inform him/her of any additional training or assistance which is to be provided. Career Ladder Plans will be developed and communicated to Employees occupying such positions (below the full performance level) within 30 days after the Employee enters the position. Employees placed in noncareer ladder positions will be counseled, i.e., advised of the progress they are making, on a bimonthly basis for the first 6 months they are in the job.

17.6 REEMPLOYMENT PRIORITY LISTS.

Any career or career-conditional Employee who is separated because of RIF will be placed on the Reemployment Priority List for all competitive positions in the commuting area for which the Employee is qualified and available. The Reemployment Priority List will be established and maintained by the Employer in accordance with applicable laws, Government-wide regulations, and this Agreement. It is understood that acceptance of a temporary appointment will not alter the Employee's right to be offered permanent employment.

17.7 PLACEMENT PROGRAM:

A. The Employer agrees to establish a positive placement program to assist Employees adversely impacted by RIF as provided in Federal Personnel regulations. Such program will include, but is not limited to, placement of eligible separated Employees on Reemployment Priority Lists for the commuting area, and affording Employees demoted as a result of RIF bona fide priority consideration for appropriate internal vacancies. The Agency will also give serious consideration to limiting the initial area of consideration for appropriate vacancies immediately prior to and during the conduct of a RIF.

B. Once a general notice has been issued, Employees in positions the Employer has identified as surplus will be considered for noncompetitive reassignment to vacant positions in the competitive area for which they are qualified and which the Employer intends to fill before other sources are considered for filling these positions.

C. An Employee demoted as a result of RIF will be provided bona fide consideration for each appropriate vacancy for which he/she fully meets the qualification standards and which the Agency determines to fill. An appropriate vacancy is one which is at or below the grade level (representative rate) of the position from which the Employee was released but is either above the grade-level (representative rate) or has greater promotion potential than the position

he/she currently holds. In no case will an Employee be found to have repromotion rights to a position at a higher grade level or with greater promotion potential than the position from which he/she was released. An Employee's repromotion rights will end after 2 years from the date of displacement or after he/she accepts or rejects an offer for a position at the same grade level (representative rate) as the position from which he/she was released, whichever comes sooner.

17.8 USE OF PERFORMANCE APPRAISALS IN RIF/TOF.

A. Annual performance appraisals will be frozen as of the date the specific RIF notices are issued in accordance with Government-wide rules and regulations.

1. Except for Employees who are rerated after a period allowed for improvement of performance at the unacceptable level as provided in 5 CFR 432, an Employee's current approved annual performance appraisal as of the date of issuance of a specific RIF notice, in addition to annual evaluations of the two previous years, if available, will be used to determine eligibility for additional credit toward an Employee's service computation date.

2. An Employee's assignment rights will be determined in accordance with Government-wide rules and regulations.

3. If an Employee has not received three annual ratings during the 3-year period, credit will be given for assumed rating(s) of "Fully Successful" to bring the Employee's total ratings considered up to three. If an Employee has not received any annual ratings at the time the specific RIF notices are issued, additional service credit will be based on three assumed ratings of "Fully Successful" regardless of the length of the Employee's Government service.

B. Annual performance ratings of record are to be used to determine additional service credit and assignment rights whether they were based on the current or the previous requirements of 5 CFR Part 430 or whether they were based on an appraisal system not subject to 5 CFR Part 430, in accordance with the requirements of Government-wide rules and regulations.

C. Should a performance appraisal rating be pending in grievance/arbitration proceedings at the time an Employee's retention standing is determined for RIF purposes, and such rating is ultimately changed by the Employer or as a result of a determination by a third party, the Agency will reconstruct the credit for performance due to the Employee as a result of the modified rating to determine what impact, if any, the change would have had on the Employee's retention standing. If the Agency discovers an error in such determination, it shall correct the error and adjust any erroneous RIF action retroactive to the effective date as provided in 5 CFR 351.506(c).

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17.2A Preliminary Notification to the Union has been
changed from 45 to 90 calendar days.

17.5F2 The 5 hour restriction on the amount of
administrative leave for employment interviews has been
changed to 2 hours for the first interview and 1 hour for
each subsequent interview.

ARTICLE 18 - OFFICIAL TIME/UNION REPRESENTATION

18.1 DESIGNATIONS

For the purposes of using official time under this article, the Employer will recognize up to 7 officers, 20 stewards/representatives and other duly accredited representatives of the Union as outlined in other articles of this Agreement. The number of recognized representatives can be increased upon mutual agreement between the parties. The Union shall keep the Employer advised in writing of the names and titles of its officers and representatives. This letter will also include the area of responsibility and authority of those officers and stewards in labor-management relation contacts with Management. With regard to this article, within 2 workdays of a known vacancy in, or appointment to, a Union position, the Union shall so notify the Employer in writing. All written notifications required by this article will be hand-delivered by a Union representative to the Labor Relations Staff. Until 48 hours after such receipt of official written notification, no official time will be granted to individuals not listed on the most recent designation, unless there is mutual agreement between the Union President/designee and the Labor Relations Staff.

Management will provide written notice to all Employees concerning the names of the individual and the alternate who must be provided advance notice prior to use of official time in accordance with sections 18.3A and 18.3B of this article. If neither of these individuals is available and the request is not of an immediate nature, the Employee/representative should wait for either individual's return to secure release. If the request is immediate in nature, the Employee/representative may contact the Labor Relations Staff to secure release.

18.2 USE OF OFFICIAL TIME

A. The Union shall be granted a block of 250 hours of official time per calendar month for its representatives selected or appointed under the terms of section 18.1 of this article. Official time available but not used during a month is not transferable to other months except as mutually agreed by the parties.

B. In addition to the "block" of time described above, Union representatives identified in section 18.1, above, are authorized:

1. reasonable official time while serving as a Union representative during meetings of committees established under provisions of this Agreement;

2. official time as provided by statute while negotiating labor management agreements on behalf of the bargaining unit;

3. official time while participating for or on behalf of the Union in any phase of proceedings before the Federal Labor Relations Authority (FLRA) during the time the Employee would otherwise be in a duty status and to the extent determined appropriate by FLRA;

4. reasonable official time will be available to an Employee, including a Union representative, who has been designated to represent another agency Employee in replying to a notice of proposed adverse action or performance-based removal/demotion action or replying to and requesting reconsideration of a denied within-grade increase;

5. The parties recognize that reasonable official time is available to an Employee, including a Union representative, who represents another agency Employee in processing an appeal before the Merit Systems Protection Board or a complaint before the Equal Employment Opportunity Commission to the extent provided under the regulations of those agencies. Nothing in this Agreement will affect a designated representative's entitlement to official time as provided under those regulations.

6. Official time spent by up to two Union representatives attending an arbitration hearing will not count against the Union's block of time.

C. Normally, no Union representative will spend in excess of 35 percent of his/her on-duty hours performing representational functions as provided in paragraphs A and B, above.

D. If the Union or one of its representatives demonstrates a legitimate need for additional time, Management will grant such additional time as is reasonable, necessary to accomplish the task at hand, and in the public interest. Notice of the need for the additional time will be in writing, stating the reasons for the additional time, and submitted to Management at least 48 hours prior to using the time. Approval/disapproval of such a request will be based on the following criteria:

1. Whether or not the specific request for official time is reasonable, in an amount necessary to accomplish the task at hand, and in the public interest.

2. Whether or not the request demonstrates a legitimate need for additional time (i.e., above and beyond the block time provided for in this Agreement).

3. Whether or not there has been past abuse by the Union and/or its representatives as established through the negotiated grievance/arbitration procedure for which corrective action has not been taken.

E. Any activities performed by any Employee relating to the internal business of a labor organization (including the 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.

F. The use of official time shall be for legitimate bargaining unit representational duties. Except in accordance with section 18.2D, time shall not accumulate from one position to another, nor from one representative to another, nor from month to month.

G. Any official time used in excess of an Employee's authorized maximum allotment for the month will be chargeable to leave, unless the Employee obtains additional time in accordance with paragraph D, above.

18.3 PROCEDURE FOR USE OF OFFICIAL TIME

A. Union Representatives. The representative will provide advance notice to his/her supervisor or designated alternate prior to leaving his/her work assignment to undertake any representational function for which official time is authorized.

1. In making this request, the representative will complete blocks 1, 2, 9, 10, 11 and 12 of the revised Form FmHA 300-42, Record of Use of Official Time (Appendix I).

2. The official will initial in block 3 acknowledging the advance notice from the representative immediately upon receipt of the notice. If the official cannot release the representative at the time requested in accordance with section 18.3C of this article, the official will so notify the representative. A new entry will be made on the log reflecting the rescheduled release time.

3. The representative will initial the log indicating the time he/she actually left the work area (Blocks 4 and 5).

4. Upon his/her return, the representative will indicate the time of return and again initial the log (Blocks 6 and 7).

5. If the reason for the use of the official time is a grievance or complaint, the representative will indicate the official time number (OTN) on the log in block 10.

6. If the official time being used is not chargeable to the Union "block" of approved time (as provided above in section 18.2), the representative will provide the OTN or additional information, as appropriate, which is required for the approval of official time. Such reason will be identified in block 9 of the log.

7. The representative must also indicate when he/she signs out on the log the location (block 11) and the telephone extension (block 12) at which he/she can be reached during his/her absence from the work area on official time.

8. When requesting official time to process any complaint or grievance (including unfair labor practice charge, negotiated or administrative grievance, proposed or actual adverse action, demotion/removal for unacceptable performance action or denial of WGI, statutory appeal or EEO complaint), the Union representative will obtain an official time number (OTN) through the Labor Relations Staff. The number will be referenced on all official time logs having to do with that complaint or grievance. In obtaining the number, the Union representative will inform the Labor Relations Staff of the name of the Employee(s) being represented, the Employee's work unit, and the issue involved. If the Union representative is unfamiliar with the issue, he/she will contact the Labor Relations Staff as soon as possible to provide that information.

9. If the representative's business will exceed the amount of time originally estimated, he/she must contact his/her immediate supervisor and obtain permission for additional time based on his/her new estimate. The supervisor will normally approve the additional time unless the representative's services are necessary. In such a case, the representative will be required to return to the worksite and he/she will be released as soon as the workload demand allows.

10. The representative will advise the supervisor immediately upon return to his/her work assignment whenever he/she uses official time, and will initial and date the log.

11. If the Union business involves another Employee(s), the representative will obtain advance permission and approval from the supervisor(s) of the Employee(s) being contacted.

12. If more than one representational function will occur simultaneously or consecutively, separate notations must be made on the official time log.

B. Employees

1. An Employee will obtain advance permission from his/her immediate supervisor or designated alternate to leave his/her work assignment to contact in person his/her Union representative concerning a personal complaint or to seek representation on a proposal for disciplinary or adverse action. The Employee will complete Form FmHA 300-39, Employee Request for Official Time (Appendix J). The original form will be retained by the Employee. A copy will be retained by the supervisor for a period of 15 workdays. Copies of Form FmHA 300-39 will be maintained in a place where they are readily available to the immediate supervisor and the designated alternate, or Employees.

2. Based on the estimated time required and the appropriateness of the request, the Employee will be granted official time for such purpose as soon as possible based on workload demands. If the time necessary to conduct the business will exceed the estimated time required, the Employee will immediately contact his/her supervisor and request an extension based on his/her estimate of additional time necessary. The supervisor will normally approve the additional time unless the Employee's services are needed. If the supervisor can no longer release the Employee, the Employee must immediately return to his/her work assignment. Arrangements will then be made for an alternate time when the Employee can be released.

3. When the Union wishes to interview Employees who may have information required by the Union for representational purposes, the designated Union representative will provide in writing to the Labor Relations Specialist the names of these Employees and briefly explain the necessity to meet with the Employee(s) in relation to the case. Management will grant such official time as is reasonable, necessary to accomplish the tasks at hand, and in the public interest. The Labor Relations Specialist will then contact the Employee(s) immediate supervisor(s) to inform him/her of approval for such release. The Union

representative will contact the immediate supervisor and arrange for individual release of Employee(s) based on workload demand. It is understood that an Employee under this paragraph can choose not to discuss his/her knowledge with the Union, but Employee participation is encouraged to maximize the Union's understanding of the issue and ensure proper discovery of all relevant facts. The Employee will complete Form FmHA 300-39 which will be provided to the immediate supervisor for a determination. The supervisor will complete his/her portion and return it to the Employee for retention.

4. Any time an Employee is released to conduct Union business under this article, he/she will advise his/her supervisor immediately upon return to his/her work assignment.

5. In the case of disagreement on the use of official time, the issue must be raised by the appropriate individual within 5 workdays of the approval of the time. In such cases, Employees will be expected to produce as evidence the form which authorized their release.

C. Release of Union Representatives/Employees.

Supervisors are required to release bargaining unit Employees for appropriate uses of official time as follows:

1. Provided reasonable advance notice of at least 48 hours has been given whenever possible, Employees will be released at the time requested when the request is for one of the following reasons, unless a bona fide emergency exists which would prevent the release:

- a. Negotiations.
- b. Grievance meetings with Management.
- c. Committee meetings in accordance with the terms of this Agreement.
- d. Management-initiated meetings.
- e. Meetings initiated by the FLRA or other outside Government authority.
- f. Presenting or appearing as a witness in a third-party proceeding.

2. For other requests for official time outlined in this article, the Employee(s) will be released at the time requested unless there is a need for that individual Employee's services at that particular time. In any case, the time will be authorized within 48 hours of the time initially requested, unless mutually agreed otherwise by the Labor Relations Staff and the Union President/designee.

3. It is mutually understood and agreed that the Union President/designee will take into consideration the relative workloads in work units when assigning representatives to handle functions.

4. In those cases when a request for official time is denied as inappropriate, the Labor Relations Staff will contact the Union President/designee and provide the reasons for the denial. The supervisor cannot deny a request for official time as inappropriate without first obtaining guidance from the Labor Relations Office.

18.4 RECORDING USE OF OFFICIAL TIME

All errors that are discovered in filling out the Form FmHA 300-42 (as provided in section 18.3, above) will be corrected.

18.5 LEAVE WITHOUT PAY

LWOP for up to 1 year (more than 1 week at a time) may be granted for no more than one Union representative at any one time to serve on a temporary basis with the American Federation of Government Employees (AFGE), unless there is a critical need for that Employee's services during that time or the Employee is in a production position and the request includes time during yearend processing or periods of mandatory overtime. When an Employee is on LWOP under the provisions of this section, he/she shall be entitled to active employment at the end of the approved leave period at the same grade and salary and in accordance with appropriate law, Government-wide regulations and this Agreement.

In addition, short-term LWOP for up to 1 week may be granted to a Union representative for union-related business. Requests may be denied if there is a critical need for that Employee's service at the time of the request or the Employee is in a production position and the request includes time during yearend processing or periods of mandatory overtime.

All requests for LWOP for union-related purposes must be made in writing. Requests for extended LWOP will be made at least 1 pay period in advance of the date(s) requested whenever possible and must state the purpose of the leave of absence and its specific duration. Requests for short-term LWOP should be made as far as possible in advance of the request on the SF-71.

THE FOLLOWING COMMENTS ARE ADVISORY ONLY AND DO NOT CONSTITUTE ACTUAL CONTRACT LANGUAGE.

18.1 Consult the current list issued by the Personnel Officer to make sure a person is entitled to official time as a "union rep." Be especially careful when an employee says they are a "substitute" or an "alternate" for a union official. Call Employee Relations at X6625 with any questions.

18.2B1 Check with Employee Relations before releasing an employee who claims to be on their way to a "committee" meeting. Internal union business committees do not qualify for official time. Those joint labor-management committees that do qualify for official time would normally have standing members, regular meetings with written agendas.

18.2B4 A written notice of proposed adverse action will state how much official time an employee may use to prepare a written and oral response.

18.2D All responses to requests for additional official time should be coordinated with Employee Relations.

18.3A The union rep must complete the official time log before leaving the work area. The supervisor must initial off and make sure the reason for official time is listed in block 9. For example, an employee who is named on the list published by the Personnel Officer as a union rep to a committee recognized by the contract would write-in reason "C" on Form FmHA 300-42. A union rep recognized by the Personnel Officer would write-in reason "2" for a representational function other than a grievance.

All original official time log sheets (Form FmHA 300-42) must be turned into the Employee Relations office at the end of each month. This is necessary to track the 250 hour monthly limit for all union officials, as well as the 35 percent per individual rep called for in the contract.

18.3B1 This form is appropriate for use by an individual employee seeking representation concerning a personal grievance. It is not meant to be used by a union rep who is conducting business on behalf of the union as an organization. (Union reps must use Form FmHA 300-42.) Call Employee Relations to discuss the appropriateness of the request.

18.3C Union reps do not have to be released at the time requested for general representational functions. If you need the employee's services at that particular time, you have a 48 hour period from the time initially requested to release the employee. Always check with Employee Relations before denying a request for official time.

ARTICLE 19 - USE OF OFFICIAL FACILITIES AND SERVICES

19.1 SPACE, EQUIPMENT AND OTHER SERVICES

A. Space: When available, the Union may reserve and use (during non-duty hours) the Employer's conference rooms or other suitable space for internal business meetings of its officers, stewards, and members. Advance reservations are subject to cancellation in the event of unforeseen official needs. In the event the Employer's space is not available or it becomes necessary to cancel a reservation, the Employer will attempt to secure for the Union conference facilities of other agencies in the building.

1. Use of GSA Conference Rooms: The requestor must submit a GSA Form 3453, Application/Permit for Use of Space in Public Buildings and Grounds, filled out completely for all items 1A through 10 in part 1 including the indemnification. The form must be sent to the Director, Property Supply and Management Staff (PSMS), at least 1 week in advance of the function to the extent possible. The Director, PSMS, will forward the form through the Assistant Administrator, Finance Office to the Field Office Manager, GSA, for review and appropriate approval/disapproval action. PSMS will advise the requestor of GSA action on the request as soon as possible. GSA Form 3453 will be distributed to branch secretaries.

2. Use of Finance Office Conference Rooms: The requestor will submit the same GSA Form 3453 to the Director, PSMS, as stated above. The Director, PSMS, will forward the form to the Assistant Administrator, Finance Office for review and appropriate approval/disapproval action. PSMS will advise the requestor on the action taken regarding the request.

B. Union office. The Employer agrees to renovate Rooms 3901-A and 3901-B so that the entire space will be used as the Union office. If the Union office is not available to perform representational functions with Employees, and the Union cannot find suitable alternative space on its own, the Union representative may contact the Labor Relations Staff to determine if the Personnel Office training rooms are available. If not, the requirement for GSA Form 3453 will not apply, and the Union representative may contact other work areas to obtain space. The Union will retain current equipment and furnishings. In addition, the Employer will provide the Union the usual and customary furnishings and equipment within a reasonable time after receipt of appropriate written justification. Requests for furnishings and equipment for the Union office will be made using Form AD-700, Procurement Request, and signed by the Union President/designee. The Union will be responsible for assuring assigned space is maintained in a neat and orderly manner.

1. Telephone service. The Employer will provide the Union office two telephone lines. The Employer agrees to pay for the initial installation of the second line with the understanding that a Union-provided answering device will be attached to one line. The Union telephone lines will be placed in the Union's name. All billing will be made directly to the Union. The Union will be reimbursed up to a maximum of \$1020 per year towards telephone service. The telephone provided the Union office will be equipped with a speaker phone.

2. Personal Computer. The Employer will provide the Union the use of one IBM-compatible personal computer and printer. The Union will be responsible for supplying paper and other supplies necessary for the use of this equipment except that the Employer will provide the Union with basic operating software, i.e., word processing and database. Routine maintenance will be provided by the Employer.

C. Telephone Directory. The Local President's name, title and the telephone extension available for his/her use will be in the Employer's telephone directory.

D. Copier Service: The Employer will provide the Union one plain paper copier to be located outside the Union office. This convenience copier will be equipped with a key and is intended for copy requirements of less than 100 impressions per original. The Union will be responsible for insuring proper use and maintenance of the key. When the Union convenience copier is inoperable, the President/designee should make arrangements through the Labor Relations Staff to utilize the copier in the Personnel Office.

All costs including supplies and maintenance will be borne by the Employer for the first 5,000 copies annually. This 5,000 credit will be applied during the first quarter of each fiscal year. Use of the Personnel Office copier will count against the 5,000 annual requirement. Copies in excess of 5,000 annually will be billed at 2 cents per copy.

For other printing requirements, the Union will complete GSA Form 50, Requisition for Reproduction Services, and deliver it to the GSA Print Shop. The cost of GSA printing will be reimbursed by the Union to Management on a quarterly basis at the same cost borne by Management. The Union agrees to pay for all charges assessed for copying/printing services within 15 workdays of receipt of the agency's bill. No further printing will be approved until the bill is paid in full.

19.2 LIST OF EMPLOYEES: The Employer will furnish quarterly, free of charge to the Union, a list of the names, grades and organizational locations of all bargaining unit Employees of the Employer.

19.3 BULLETIN BOARDS:

A. The Employer will furnish the Union one 3' X 4' open bulletin board on each floor (first, second, and third) at 1520 Market Street. The Employer will furnish the Union the enclosed bulletin board located on the first floor, 1520 Market Street.

B. The Union President will be fully responsible for any and all material posted. The Union agrees these materials will not be inflammatory, derogatory, or otherwise in bad taste, and will comply with all existing rules and regulations regarding posted material, including assuring that those materials will not advertise a commercial product, service, or firm; directly or indirectly attack or reflect adversely on the integrity or character of any Government official or Employee; or condemn or criticize the policies of any Government agency.

19.4 DISTRIBUTION OF UNION PUBLICATIONS:

A. Distribution of the Union newsletter and announcements of Union meetings/Union education programs may be made through the Agency inter-office mail system as long as the items meet the requirement of postings as in article 3. Materials to be distributed will be delivered to the Head, Records and Mail Section. If the Union breaks down the materials into the appropriate number of copies for each distribution point, and attaches a routing slip with the appropriate mail code, materials will be distributed by the next day. If the Union does not break down the materials in this manner, the distribution will be made within 5 days.

B. The officers and members of the Union who are Employees of the Employer may make personal distribution of their newsletter and other Union publications (including petitions and solicitations in accordance with appropriate law and Government-wide regulations) in the working areas of the Employer during the nonwork hours of the Employees distributing this material. Such distribution must occur prior to 7:00 a.m., during the designated break and lunch periods for the area or after 4:30 p.m. in areas having only one shift. In areas with more than one shift, distribution will be made during the designated lunch and break periods or between the hours of 6:30 a.m. and 7:00 a.m.

19.5 REGULATIONS AND OTHER MATERIALS: The Employer will provide access to personnel regulations and MSPB and FLRA decisions normally maintained onsite and in accordance with article 18. It is understood and agreed that use of these materials must be scheduled in advance and that the Union will inform the Labor Relations Staff of items copied. It is also understood and agreed that Management is only under obligation to provide one copy of information to the Union under this section. Additional copies will be at the cost of 2 cents per copy in accordance with section 19.1 of this Agreement.

ARTICLE 20 - DURATION OF AGREEMENT

20.1 - EFFECTIVE DATE: The Director of Personnel, USDA, shall approve the Agreement within 30 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 (unless the agency has granted an exception to the provision). The Union membership shall also vote on the Agreement during this period.

If the Director of Personnel, USDA, does not approve or disapprove the Agreement within the 30-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.

If all provisions have been complied with, the agreement will be effective February 1, 1993.

20.2 TERM OF AGREEMENT: This Agreement shall remain in effect for five (5) years. However, the Agreement will be renewed on its anniversary date for an additional period of one (1) year, and thereafter on each anniversary date unless sixty (60) days and not more than one hundred and five (105) calendar days prior to such date either party gives written notice to the other of its desire to effect changes in the Agreement. The nature of the proposed changes shall be included in the notice. The notice must be acknowledged by the other party within ten (10) days of receipt and negotiations on an amended Agreement shall begin at least forty-five (45) calendar days prior to the anniversary date.

20.3 SUPPLEMENTAL AGREEMENTS: The parties agree that during the life of this Agreement, supplements will be added, or changes to provisions will be made, when required by new or changed laws, Government-wide regulations, or changes in working conditions. Requests to supplement or to change provisions of the Agreement will be submitted in writing and will specifically cite the reasons for the proposed changes. The request must also include the specific proposal which that party is offering for inclusion in the Agreement. Receipt will be acknowledged by the receiving party within 10 days and negotiations will begin within thirty (30) calendar days of receipt.

Midterm agreements will only be added as supplements to the basic LMR Agreement when they affect the entire bargaining unit.

Mid-term negotiations, including impact and implementation bargaining, over matters determined appropriate by case law interpretation of PL 95-454, shall be conducted in accordance with the following procedures:

a. The proposing party will submit specific proposals along with the reasons for these proposals in writing to be respondent.

b. Within 10 workdays of receipt, the respondent will notify the proposing party of its acceptance of the proposals, of its intent to negotiate, its determination that the matter is not negotiable, or other appropriate reply.

c. If the parties are to negotiate, the respondent will submit its proposals along with its reasons to the proposing party within 10 workdays of the notification.

d. The parties agree that, if feasible, bargaining will begin within 5 workdays of receipt of the respondent's proposals.

e. The parties agree that normally no unilateral changes will be made as a result of these proposals until negotiations have been completed, except in the case of overriding exigencies, unreasonable delays in the exercise of Management rights, or if otherwise required by law, rule, or regulation.

f. Negotiation teams will consist of 3 members from each party unless otherwise mutually agreed. Official time will be granted as provided in article 18.

g. Changes that are negotiated or agreed to pursuant to this section shall be duly executed by the parties and shall become an integral part of this Agreement and subject to its terms and conditions.

20.4 TERMINATION OF BASIC AGREEMENT: Termination of this Basic Agreement will not, in and of itself, terminate the recognition granted the Union. This Agreement will remain in effect after expiration and until a new contract is negotiated in accordance with Ground Rules established for that purpose.

20.5 SINGLE ARTICLE REOPENER: We agree to a single article reopener clause on an annual basis. This means that each year during the period from January 1 through March 1 each party could ask to reopen one contract article which the party felt was creating special problems. This option would continue to exist on the fifth anniversary of the contract (and each succeeding anniversary) if neither side exercised its option to reopen more of the contract after its normal five year term.

If one party wishes to reopen a contract article using this procedure, that party will serve the other party with written notice citing the article and briefly explaining why the party wishes to reopen the article. This written notice must be submitted in accordance with the above 60 day timeframe. If the notice is submitted on the final workday of the 60 day period and the party served has not exercised its option of selecting an article to reopen, this party may have an additional five workdays to select an article to reopen.

Once an article or articles have been selected for reopening, the moving party or parties must submit detailed proposals within 30 calendar days. Negotiations may begin at any mutually agreeable time thereafter. The negotiating teams shall consist of no more than two members for each party.

If the parties are unable to reach agreement within 60 calendar days of submission of detailed proposals, a mediator/arbitrator will be selected. Mediation will be limited to five billable days. If no agreement is reached, the remaining disputes will be submitted to arbitration. The costs of mediation/arbitration will be divided 50/50.

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20.1 The contract was effective February 1, 1993.

20.5 This is the procedure by which either side may reopen one Article each year if some contract provision has been creating special problems. Each year, probably in late fall or early winter, we will survey supervisors for problem areas which may need to be reopened. However, at any point during the year that you feel an area is presenting a problem, please bring it to the attention of the Labor Relations Staff so that we can maintain a list of potential problem areas for reopening.

ARTICLE 21 - DUES DEDUCTION

Voluntary allotment by Employees for the payment of dues to the Union shall be authorized and processed in accordance with the January 15, 1979, Memorandum of Understanding between the U.S. Department of Agriculture and the American Federation of Government Employees covering Employee dues deduction until superseded. At that time, this article will be reopened for negotiations as appropriate. A copy of this Memorandum of Understanding is attached hereto as Appendix K. Procedures for processing of dues withholding and dues revocation are contained in Appendix L.

We will continue our current method of dues deductions pending possible changes resulting from discussions between AFGE and USDA at the National Level. Any agreement they work out will be implemented in accordance with that agreement. If they fail to reach an agreement at the national level that would apply to us, either party may, one time only during the term of this contract, reopen this article and submit proposals for changing the dues deduction process at any time during the term of the Contract.

ARTICLE 22 - DISTRIBUTION

22.1 After review and approval by appropriate officials, the Employer will reproduce, in a size not less than 8 1/2" x 11" in Elite size type, and distribute copies of the Basic Agreement and supplements and amendments thereto as follows:

A. One copy to each Employee at time of agreement.

B. One copy to each new Employee.

C. 50 copies to the Union.

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CONSTITUTE ACTUAL CONTRACT LANGUAGE.

22.1B The Personnel Office gives each new employee an LMR
Agreement in their orientation package.

ARTICLE 23 - EMPLOYEE RESPONSIBILITY AND CONDUCT

It is agreed and understood that Employees of the bargaining unit while engaged in Government business will dress in a neat and orderly manner, including shoes, consistent with the environment in which the Employee works and conducive to safety. Application or interpretation of this paragraph will be fair and consistent. Any disagreement with the application or interpretation of this paragraph may be pursued through the grievance procedure.

It is further agreed and understood that Employees are to fully comply with the provisions of Federal, Department and agency policies regarding Employee responsibilities and conduct.

ARTICLE 24 - CONTRACTING OUT

24.1 NOTIFICATION

A. The Union will be notified by the Employer when a study pursuant to OMB Circular A-76 is being initiated which concerns work currently performed by bargaining unit Employees.

B. The Employer will notify the Union at least 30 calendar days prior to implementing a decision to contract out which substantially impacts Employees in the bargaining unit.

C. Management agrees to provide the Union with copies of any future RFP/IFB involving the type of work currently performed by members of the bargaining unit.

24.2 COMPLIANCE: The Employer agrees to comply with all controlling law and regulations relating to the contracting out of bargaining unit work, including OMB Circular A-76 as it may be revised from time to time by OMB. The Employer agrees to make every reasonable effort to assist Employees subject to a reduction in force as a result of a decision to contract out.

24.3 STATEMENT OF WORK: The Employer will provide a copy of any Statement of Work which has been developed and which deals with work currently performed by bargaining unit Employees. The Union will be given 10 calendar days to comment regarding the Statement of Work.

24.4 IMPACT AND IMPLEMENTATION: The Employer agrees that prior to implementation of a decision to contract out, 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.

24.5 ACCESS TO REGULATIONS: The Employer agrees to provide the Union access to all regulations relevant to contracting out which are maintained on site.

ARTICLE 25 - CHILD CARE

25.1 The parties agree that child-care related reasons fall into the category of "unforeseen circumstances which make necessary Employee absences chargeable to annual leave" as provided in section 9.1 B of article 9 of this Agreement.

25.2 CHILD CARE COMMITTEE

A. The parties agree that the Finance Office will participate in the established Mart Building Tenant Board (MBTB) committee on child care. Under the auspices of the Federal Executive Board, this committee is conducting a comprehensive survey of all Federal agencies located downtown to determine the feasibility of a child care center for the Federal community in downtown St. Louis. Management and the Union will each designate one representative for participation on the committee. The Finance Office will distribute the MBTB survey to all Finance Office Employees. Results will be tabulated by IRS which is chairing the committee. Committee meetings will take place on duty time, without charge to the Union's "block" of official time.

B. The child care options to be investigated by the committee will be determined by the committee and its participants.

C. A report on the findings and recommendations of the committee (either prepared by the committee or a summary of the outcome of the committee's work prepared by the two agency child care representatives) will be submitted to the Employer, reproduced, and made available to Employees.

D. If the MBTB committee on child care does not address temporary child care for school-aged children, the Employer and the Union agree to identify through appropriate representatives (e.g., child care representatives, EAP coordinator) community resources available to address Employee needs in this area and to publicize the information identified to Employees.

25.3 The Employer shall provide to Employees, upon request, a Child Care Information and Referral Service Kit, furnished by the Child Day Care Association of Greater St. Louis. The cost of the kit (currently \$25) will be evenly divided between the Employer and the Employee. Entitlement to the kits will be one (1) kit per requesting Employee. Information regarding these kits will be provided in the orientation packet issued all new Employees and notice of this service will be specifically mentioned to new Employees during their orientation session.

If this service is discontinued by the Child Day Care Association, the Employer and the Union will immediately negotiate an alternate child care service.

25.4 The Employer agrees that at least two of the Employee seminars presented annually under the auspices of the Employee Assistance Program will be relevant to parenting.

ARTICLE 26 - PARKING

26.1 PARKING IN THE BASEMENT.

A. The Employer agrees to continually maintain, through negotiations with GSA and other agencies, the maximum possible number of parking spaces for Employee use in the basement. Current parking arrangements for night shift Employees will continue through the term of this Agreement, contingent upon continuation of present allocations of parking spaces by other affected agencies.

B. Spaces available for FmHA Employees will be allocated in the following order of priority:

1. Severely handicapped employees. For the purpose of this article and consistent with Government-wide regulations, "handicapped employee" means an employee who has a severe, permanent impairment, which for all practical purposes precludes the use of public transportation, or an employee who is unable to operate a car as a result of permanent impairment who is driven to work by another. Priority may require submission of appropriate medical certification. Additionally, management agrees to provide employees who have temporary disabilities, which restrict their ability to walk but which do not meet the requirements for assignment of a handicapped parking space, with "drive-through" access to the building through the basement parking garage. Such access must be coordinated through the Security Office and may require the submission of supporting medical documentation.

2. Executive personnel.

3. Carpools of 3 or more Employees.

4. Most recent USDA seniority among career and career conditional Employees.

5. Most recent USDA seniority among other Employees.

C. The Employer agrees that, to the extent feasible, Employees who occasionally work after 6 p.m. will be permitted to arrange for parking between the hours of 6 p.m. and 6 a.m. in the basement parking garage. The responsibility for making arrangements for entry into the basement garage will be the Employee's. Such arrangements must be coordinated with the Security Office or in the case of an emergency overtime situation, through the supervisor or the Security Office with the Federal Protective Service. Compliance with such requests will be limited to the availability of FmHA assigned parking spaces for the period in question and is contingent upon the space(s) not being utilized for the same period by those persons normally assigned the space or those with higher priority under the FPMR, other applicable Government-wide regulations, and this Agreement. In all instances, it is understood that the parking space(s) made available for employees assigned to work at night must be vacated not

later than 6 a.m. The unavailability of basement garage parking will not be considered adequate reason for an employee not to report for scheduled duty after 6 p.m. For Employees who are permanently or temporarily "on call" for hours between 6 p.m. and 6 a.m., management will make appropriate arrangements with the Security Office/FPS to ensure the employees' access to the basement parking garage in accordance with the above.

26.2 PARKING STUDY

Management agrees to provide the union 80 hours official time (not chargeable to union's block) to conduct a parking study with the understanding that the findings and recommendations resulting from the study will be made available to the Agency in written form within 180 days of implementation of the LMRA. Scheduling the use of this official time must be made in coordination with the representative's administrative supervisor.

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26.1B1 An example of a severe permanent impairment is an employee who is permanently bound to a wheelchair or has a permanent health condition of such a debilitating nature he or she has little mobility.

Examples of temporary disabilities are a broken leg, sprained ankle, or any condition which severely impairs mobility and is of limited duration. Parking and garage access issues are now coordinated through the Management and Administrative Staff.

ARTICLE 27 - EMPLOYEE ASSISTANCE PROGRAM

27.1 POLICY STATEMENT: The Employer recognizes that a wide range of persistent problems, not directly associated with one's job function, can and usually do, have an effect on an Employee's job performance. The Employer believes it is in the best interests of its Employees, the Employee's family, and the organization, to provide an Employee Assistance Program which deals with such persistent problems. It shall be the policy of the Employer to handle such problems in accordance with applicable laws, regulations, and this Agreement. The Employer agrees to consult with the Union regarding proposed program changes and to negotiate, as appropriate, in accordance with laws and regulations.

The Employer recognizes that almost any personal problem, including alcoholism which is a disease, can be successfully treated if it is identified early and the individual accepts appropriate assistance. Other personal problems arising as a result of substance abuse (drugs) or family, financial, legal, personal or interpersonal difficulties that also may adversely affect an Employee's job performance, conduct or attendance, can be successfully treated as well.

The purpose of this policy is to assure Employees that if such personal problems are the cause of deteriorating job performance, conduct, and/or attendance, careful consideration and an offer of assistance will be given to an Employee to help him/her solve such problems in an effective and confidential manner. Employees may also voluntarily request referral to the Employee Assistance Program whether or not job performance, attendance or conduct is affected.

27.2 SUPERVISORY RESPONSIBILITIES: A supervisor shall immediately refer an Employee to the program who acknowledges having a problem which would fall under the auspices of the Employee Assistance Program or any Employee who demonstrates a marked deterioration in job performance, conduct or attendance. It will be the responsibility of all supervisors and other Management officials to support and implement this policy equally and fairly throughout the entire organization.

It is recognized that supervisors and other Management officials do not have the professional qualifications to make any diagnosis or judgments as to the cause of an Employee's poor job performance. A supervisor's responsibilities are limited to assessing job performance and initiating the corrective action appropriate to that level of job performance.

27.3 EMPLOYEE RIGHTS AND RESPONSIBILITIES: Employees are assured that their job future and reputation will not be jeopardized by their request, or by referral, for discussion and treatment under this program. Individual participation in the Employee Assistance Program will be strictly confidential. All records relating to it will be kept in accordance with confidentiality requirements outlined in law and regulation.

Employees experiencing personal problems which interfere with job performance, conduct or attendance, are encouraged to voluntarily seek confidential counseling and assistance through the EAP program. With an Employee's consent, the supervisor will establish the initial contact with the EAP counselor.

It will be the Employee's responsibility to comply with referrals for diagnosis and cooperate with prescribed treatment. When an Employee refuses to accept diagnosis and treatment, or fails to respond to treatment, and his/her job performance, conduct or attendance continues to be unsatisfactory, disciplinary action against the Employee will be initiated by the supervisor. An Employee who is cooperating and progressing in the EAP will normally be given at least 3 months to satisfactorily improve performance, conduct or attendance before further disciplinary action is taken.

In accordance with Article 3.2, Representation Rights and Duties, and Article 5, Grievances, Employees have a right to grieve actions under this program and to seek Union representation.

27.4 CONFIDENTIALITY: The policy covering confidentiality means:

A. The EAP Coordinator will request and receive appropriate information from the EAP counselor limited to that necessary to determine whether progress is being made that should improve the Employee's performance and conduct on the job. This information will not normally concern the details of the underlying causes which may be affecting the Employee on the job.

B. All such records and reports will be kept confidential by the EAP Coordinator, who will merely inform supervisors that, "Yes" or "No" the Employee is making progress. Records will be maintained in accordance with laws and regulations.

Only the EAP counsellors/doctors shall become involved in the direct treatment/diagnosis of medical/behavioral problems personal to the Employee or his/her family.

27.5 PERSONNEL ACTIONS: So long as an Employee is participating in the EAP and the counsellors/doctors are reporting progress, this will be taken into consideration when determining disciplinary or other personnel actions. All written forms of disciplinary, adverse or performance-related actions will contain a statement regarding the availability of the Employee Assistance Program.

27.6 LEAVE: Employees utilizing the EAP will be allowed up to 2 hours administrative leave for the first counselling session with the EAP counsellors. Sick leave, annual leave, or LWOP will be granted regardless of leave restrictions, as appropriate, to cover the Employee's ongoing participation in the EAP as long as the leave scheduled is in accordance with existing regulations and this Agreement.

27.7 EMPLOYEE NOTIFICATION: The Employer's written policy concerning troubled Employees, program publicity, and assurance of confidentiality for participants, shall be posted on official bulletin boards and issued to all Employees annually.

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CONSTITUTE ACTUAL CONTRACT LANGUAGE.

27.3 You should request the employee to authorize the EAP counselor to keep you posted on the employee's participation and progress. Do not assume "all is well;" the employee may need some accommodation but you won't hear automatically from the counselor--keep in touch with each other frequently.

ARTICLE 28 - VIDEO DISPLAY TERMINALS

28.1 EYE EXAMINATIONS: Employees assigned to work at Video Display Terminals (VDT) will be offered the opportunity for an annual eye examination administered by the Employee Health Clinic Staff.

28.2 REPORTING MALFUNCTIONS: An Employee who reasonably believes that the VDT to which he/she is assigned is malfunctioning may request, through his/her supervisor, to have the VDT checked out by a qualified communications specialist or health/safety representative. The Employee will not be required to continue using the VDT until it is certified to be functioning properly. Employee disagreement with such certification may be referred to the negotiated grievance procedure.

28.3 SAFETY AND HEALTH: Should a large question arise concerning the safety and health of VDTs, including physical discomfort, both physical and psychological stress, etc., the matter may be referred by the Employee (through his/her supervisor) to the parties' safety and health committee for investigation and resolution. Health and Safety Committee investigations shall include, as appropriate, an evaluation of the ergonomic design, illumination, glare control, or other problems. The report of findings shall be provided to the Union.

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CONSTITUTE ACTUAL CONTRACT LANGUAGE.

28.2 Contact the FmHA Safety Officer, Steve Hodgson,
extension 2413, whenever a safety concern arises.

ARTICLE 29 - PERFORMANCE AWARDS, INCENTIVE AWARDS, AND QUALITY STEP INCREASES

29.1 PURPOSE AND POLICY

A. The parties agree that substantial benefits and enhanced productivity will accrue through an Incentive Awards Program and an Employee Suggestion Awards Program which objectively recognize and financially reward Employee accomplishments.

B. It is the policy of the Farmers Home Administration (FmHA) that incentive awards will be used to improve the quality of work life and to provide incentive to Employees to improve their performance and to increase efficiency and economy and quality of public service in our programs. FmHA Employees may be considered for incentive awards when they meet the following criteria:

1. increase the efficiency or economy or quality of public service of FmHA, USDA, or Government operations by better work performance, suggestions, or inventions;
2. perform special services in the public interest that relate to their employment; or
3. perform acts of courage either related to their work, or not related to their work, such as saving a life.

C. Forms of Recognition. Incentive awards are granted in the form of cash, certificates, letters of commendation, emblems, pins, plaques and other forms of recognition, in accordance with law, Government-wide regulations, FmHA Instruction 2063-B (except as modified by this Agreement), and this Agreement.

D. The parties acknowledge that recommending, reviewing, and approving officials are responsible:

1. for avoiding favoritism and discrimination;
2. for withholding consideration from Employees involved in an investigation or audit before the case is closed, and for similar avoidance of embarrassment to FmHA or USDA; and
3. for prompt action to encourage benefits to the Government and to the Employees.

29.2 DEFINITIONS

A. Performance Awards. The purpose of performance awards is to motivate Employees by recognizing and rewarding those who attain high levels of performance. Performance awards will be based on an Employee's rating of record for the current appraisal period for which the performance award is being paid. A performance award is a performance-based cash payment to an Employee based on the Employee's rating of record. A performance award does not increase base pay.

B. Superior Accomplishment Awards. A superior accomplishment award is a monetary or nonmonetary award for a contribution resulting in tangible benefits or savings and/or intangible benefits to the Government.

1. Contribution means an accomplishment achieved through an individual or group effort in the form of a suggestion, an invention or special act or service in the public interest connected with or related to official employment which contributes to the efficiency, economy or other improvement of Government operations or achieves a significant reduction in paperwork.

2. Intangible benefits are benefits to the Government which cannot be measured in terms of dollar savings.

3. Nonmonetary award is a medal, certificate, plaque, citation, badge or other similar item that has an award or honor connotation.

4. Special act or service is a contribution or accomplishment in the public interest which is:

a. a nonrecurring contribution either within or outside of job responsibilities;

b. a scientific achievement; or

c. an act of heroism.

5. Tangible benefits are benefits or savings to the Government that can be measured in terms of dollars.

C. Quality Step Increase. A quality step increase (QSI) is an increase in an Employee's basic rate of pay from one step of the grade of his/her position to the next higher step. The purpose of a QSI is to recognize outstanding performance by granting faster than normal step increases. In accordance with applicable Government-wide regulation, a QSI shall not be required, but may be granted only to an Employee who receives a rating of record of "Outstanding." A QSI may not be granted to an Employee who has received a QSI within the preceding 52 consecutive calendar weeks.

29.3 TYPES OF AWARDS.

A. Quality Step Increases.

1. A QSI is an additional within-grade increase under Section 5336 of Title 5, United States code in recognition of outstanding performance.

2. QSI's may be appropriate when:

a. an Employee's most current rating of record is "Outstanding;"

b. the Employee gives evidence of continuing at the same high performance level; and

c. the supervisor certifies on the recommendation that the Employee's performance is expected to continue to exceed the acceptable level of performance in the same or similar position at the same grade level in the future, i.e., at least the next 60 days.

3. Because of the greater benefits accruing from a QSI, Employees meeting all applicable eligibility requirements will be considered for a QSI prior to receiving consideration for a performance award or a superior accomplishment award.

4. An Employee who receives a QSI does not start a new waiting period for a regular within-grade increase (WGI) unless the QSI puts the Employee in the fourth or seventh step of his/her grade. When this happens, the waiting period is extended by 52 weeks from the date of his/her last regular WGI.

5. In cases where a QSI is to be granted, the recommendation and eventual determination to grant the QSI should be made as soon as practicable after a rating of record of "Outstanding" is approved. The QSI should be made effective as soon as possible after it is approved, except that where the Employee will enter the fourth or seventh step within 60 days of the approval date, the effective date of the QSI will be delayed only until the Employee has received the scheduled WGI. An Employee who is about to enter the tenth step of the grade level will normally not be considered for a QSI.

B. Performance Awards.

1. Sometimes referred to as "sustained superior performance cash awards," performance awards may be appropriate when:

a. an Employee's most recent rating of record reflects attainment of a high level of performance and meets established criteria for such an award, as provided in the agency's performance awards plan;

b. total performance is less than what is required to meet the QSI standard;

c. the cash award would be more advantageous to the Employee than a QSI; or

d. due to budgetary considerations, another type of recognition, e.g., a QSI, is not practicable, but some form of recognition is appropriate.

2. Performance awards will be documented in the official personnel folder to reflect the nature and the amount of the award.

3. Performance awards will be given due weight when rating and ranking an Employee for promotion.

C. Superior Accomplishment Awards.

1. Sometimes referred to as special achievement awards, superior accomplishment awards may be appropriate when an Employee either individually or as part of a group:

- a. displays performance that exceeds normal requirements in an important part of a job, either once or over an extended period;
- b. overcomes exceptional job difficulties;
- c. contributes to the efficiency, economy or quality of public service in Government work;
- d. exceeds records of production without a reduction in quality;
- e. performs in a superior manner which advances the EEO program;
- f. displays great courage or ability in an emergency related to official employment or in the community; or
- g. performs in a superior manner which promotes the Procurement Preference Program.

2. Superior accomplishment awards may be granted for Employee suggestions which benefit the agency or the Federal Government in accordance with law, Government-wide and Departmental regulation, agency instruction and this Agreement.

D. Spot Cash Awards. Spot cash awards of up to \$250 may be awarded to Employees who do not meet the requirements for higher cash awards. Spot cash awards may be rewarded more quickly than higher amounts, since not as many levels of review will be required. Such awards might be granted to Employees who serve as Savings Bond, Combined Federal Campaign, or Red Cross blood donation coordinators. The awards might also be granted to Employees who accomplish small projects of short duration or overcome exceptional job difficulties of short duration. An example would be Employees in an office with a fluctuating workload.

E. Honorary Awards. These include Distinguished Service Awards, Superior Service Awards, Equal Employment Opportunity Achievement Awards, Procurement Preference Program Achievement Awards, President's Award for Distinguished Federal Civilian Service, Career Service Awards, awards to Federal Employees of other agencies, awards to private citizens, Employee of the Year Awards, Employee of the Quarter Awards, Office of the Year Awards, etc.

F. Employees of the Year.

1. Employee of the Year awards will honor Employees who have made the most outstanding contributions to FmHA's goals and have projected the most professional image in the administration of FmHA programs during the year. Awards will be given in the following categories:

- a. Employees who occupy Grades GS-1 through 5;
- b. Employees who occupy Grades GS-6 through 8; and
- c. Employees who occupy Grades GS-9 and above.

2. Employees of the Year in each of the above categories will be selected from among those Employees who were designated Employees of the Quarter during the "award" year, using the procedures described below.

G. Employees of the Quarter. Employee of the Quarter awards will be given to Employees following the same criteria as for Employee of the Year awards. Each Employee so designated will be placed in competition for Employee of the Year in his/her current grade category. Employees of the Quarter will be selected within each division of FmHA, St. Louis. Selections may be made in one, two or three categories as determined appropriate by each division/staff office.

H. Performance awards, superior accomplishment awards, and quality step increases will be granted in accordance with law, Government-wide regulations, Departmental regulations and agency instructions (except as modified by this Agreement) and this Agreement.

29.4 CRITERIA AND GUIDELINES

A. The application of awards criteria will be as follows:

1. The award criteria established by the Employer will be applied fairly and equitably in recognizing and rewarding superior performance by Employees. Use of annual or sick leave will normally not be a consideration in assessing an Employee's qualifications for an award.

2. A grade promotion is based on job performance that has actually demonstrated the Employee's ability to perform successfully at the next higher grade level. A cash award is based on previous performance at the present grade level or a special achievement related to the current job. A QSI is based on sustained performance with indications that the performance will continue in the future. Career promotions and regular WGI's are not forms of award recognition. Therefore, the fact that an Employee received a career promotion or WGI will not be the basis for denying or lowering an otherwise appropriate incentive award, except as required by law, controlling regulations, agency instructions and this article. Additionally, an Employee will normally not be rewarded or recognized for the same performance covering the same period by more than one form of recognition.

B. The final decision to approve or disapprove any award recommendation will normally be within 60 days of the date the recommendation is submitted.

C. Supervisors will consider all Employees who receive "Superior" or "Outstanding" ratings of record for appropriate award recommendation. However, this does not obligate the supervisor to process an award recommendation on behalf of each Employee.

D. Whenever possible, cash award nominations will be submitted for processing to the appropriate Management official within 60 days after the achievement.

E. Nominations for Employee of the Quarter/Year will be based on the following criteria:

1. overall effectiveness in delivery of FmHA programs;
2. contributions to Management effectiveness or cost reduction;
3. respect earned throughout the community;
4. cooperation with peers, superiors, subordinates and the public;
5. concern in day-to-day dealings with the public; or
6. additional achievements not expressly indicated will be given consideration.

Such nominations may be submitted by superiors, fellow Employees or subordinates. Nominations will be in writing and will address the above criteria.

F. Although there is no time restriction on the granting of cash awards for special achievement, no more than one such award may be granted for the same special achievement. Nor should a special achievement award be granted for accomplishments which enabled the Employee to receive a cash award for sustained superior performance.

G. No more than one spot cash award (\$250 or less) may be given to an Employee in any 6-month period. Granting of a spot cash award will not impede an Employee from receiving a cash award in a higher amount in a subsequent 6-month period, or within the same period if for a different purpose (i.e., overall performance for the extended period, or special achievement). Justifications should not exceed one paragraph for spot cash awards.

H. Management agrees to publicize the Honorary Awards Program by informing Employees of the nature of those awards which are applicable to Finance Office Employees; the established guidelines for granting such awards, as published in agency instructions; the procedures for submitting nominations in those cases where an Employee may nominate another Employee for recognition, and the recipients of those awards. In addition to those honorary awards identified for Employee nomination within current agency instructions, Employees may submit nominations for Employees of the Quarter/Year.

29.5 EMPLOYEE SUGGESTION PROGRAM.

A. The parties agree to encourage Employees to submit suggestions under the Employee Suggestion Program, in accordance with FmHA Instruction 2006-H, Employee Suggestion Program and this Agreement. Suggestions will be considered in a fair and equitable manner and will receive orderly and timely processing within the Finance Office. If approved, the award will be timely processed. If the suggestion is rejected, such rejection will be written and contain the reason for rejection.

B. If a suggestion initially rejected is later adopted, the suggesting Employee may be eligible for an award, in accordance with agency instructions, controlling regulations and law, if the Employee resubmits the suggestion citing the earlier rejection and subsequent implementation.

C. The amount of suggestion awards will be objectively determined by a fair and equitable methodology which will permit up to the maximum amount allowed by Government-wide regulations.

D. The Employee suggestion forms will be made readily available in work sites. Employees are to submit, in its entirety, the suggestion form to their supervisor who will sign for receipt and return the 2 copies to the Employee. The Employee is then responsible for submitting one of the copies to the Personnel Office. Management will acknowledge receipt of suggestions by notifying the suggesting Employee within 10 workdays of receipt in the Personnel Office. Unless action on a suggestion must be postponed and the Employee has been so advised, final action on a suggestion should normally be completed within 90 days of submission. If a suggestion requires review outside the Finance Office, such suggestion will be timely forwarded to the reviewing office for consideration. In such cases, the suggestor will be so notified and will be periodically updated by the agency regarding the status of his/her suggestion.

29.6 AMOUNTS OF CASH AWARDS.

A. The granting of cash awards, including determinations as to the amounts of such awards, will be administered in a fair and equitable manner.

B. The amounts for Spot Cash Awards will be in accordance with amounts prescribed by current agency instructions (up to \$250).

C. The amounts of Superior Accomplishment Awards will be as provided in Exhibits D and E of FmHA Instruction 2063-B.

D. Recipients of Employee of the Quarter awards will be issued \$100 cash awards. Employee of the Year awards, processed under the Special Achievement award criteria, will be issued to the Employee of the Year selected for each of the three categories identified in section 3, item F, above. Each award recipient will receive a cash award of \$500.

E. For an Employee who receives an honorary award to receive a cash award or QSI, the Employee's achievement or performance must meet the requirements of the individual award, as described in this Agreement.

F. Cash awards will be paid as promptly as feasible after approval and will not be unduly delayed.

29.7 CONFIDENTIALITY AND PUBLICITY.

A. Officials will disclose information about specific awards in process only to those persons with a need to know.

B. When an award is approved, a copy of the nomination will be given to the recipient with documentation of reasons for approval, and a copy of the approved award recommendation will be placed in the Employee's official personnel folder.

C. Publicity of the awards program will include the names of award recipients and a description of the type of award published in the Employee Organization's newsletter, posted on the bulletin board and announced during awards ceremonies, if held.

D. The parties agree that honoring award recipients during awards ceremonies is beneficial to Employee morale, lends credibility to the awards program and may strengthen the awards program as an incentive to superior performance by other Employees. Therefore, Management agrees to periodically conduct such ceremonies when formally recognizing the accomplishments of its Employees. However, Management retains the discretion to determine the size of the organizational component which will participate in each ceremony (i.e., unit, section, branch, division or Finance Office-wide) and the frequency of such ceremonies. Normally ceremonies including groups smaller than the entire Finance Office will be on-site. Additionally, issuance of an award will not be excessively delayed so that the award may be presented at a scheduled ceremony.

29.8 INFORMATION.

A. Monitoring, reporting and record-keeping for the Incentive Awards and Employee Suggestion programs will be handled in accordance with Government-wide regulations, applicable Departmental regulations, agency instructions and this Agreement.

B. Management agrees to provide the Union, on an annual basis, a summary report identifying the number of performance awards issued and the number of "Superior" and "Outstanding" ratings of record per division.

C. Management will advise the Union on an annual basis of the available funding for cash awards. When changes occur to the available funding during the fiscal year, the Union will be so advised.

D. Such other information as may be required by the Union in the performance of its representational duties will be provided, within a reasonable period of time following the Union's submission of a written request, in accordance with 5 USC 7114(b)(4).

THE FOLLOWING COMMENTS ARE ADVISORY ONLY AND DO NOT CONSTITUTE ACTUAL CONTRACT LANGUAGE.

29.1D3 Spot awards and Special Achievement awards should be given as close to the accomplishment as possible. For example, don't wait until July to reward an employee for a project he finished in January. Also, Performance (Sustained Superior Performance) awards can and should be given at any time during the year. You don't have to wait until after the rating of record in June to submit an SSP award recommendation.

29.3A QSI recommendations must be supported by the employee's most recent rating of record (which must be Outstanding). If the most recent rating of record is more than 60 days old, a narrative justification must also be attached to the recommendation, detailing the employee's outstanding performance since the last appraisal period ended.

A period of at least 6 months must be used to support the QSI recommendation.

An employee about to enter the 4th or 7th step of the grade should not be given a QSI prior to entering these steps because it will delay the normal step increase by a 52-week period. The QSI should be delayed until after the regular WGI is received.

29.3B SSP recommendations must be supported by the employee's most recent rating of record (which must be at least Superior). If the most recent rating of record is more than 60 days old, a narrative justification must also be attached to the recommendation, detailing the employee's superior performance since the last appraisal period ended.

A period of at least 6 months must be used to support the SSP recommendation.

29.3C When recommending an employee for a Special Act cash award, remember that you must identify tangible and/or intangible benefits. Refer to FmHA Instruction 2063-B, Incentive Awards Program, Exhibit E, for the table to help you determine the amount of the award.

When submitting a recommendation for a group special act cash award, refer to the letter to all supervisors dated April 4, 1983, for guidance.

29.3D Employees cannot receive more than two Spot awards in a fiscal year and the dollar amount per employee is limited to \$300 per fiscal year. Justifications for Spot awards should not exceed one paragraph in length.

29.4A2 A QSI is not an option if the employee will be promoted within 60 days of the effective date of the QSI. You must certify on the QSI recommendation that the employee is expected to remain in his same or similar position at the same grade level for at least 60 days.

29.4C Supervisors are not obligated to recommend any employee for a cash award or QSI. You should consider all employees who receive "Superior" or "Outstanding" ratings, but you never have to recommend them for awards.

29.5D The Employee should submit one copy of the suggestion to MAS, not Personnel. MAS is the primary responsible office for the suggestion program.

ARTICLE 30 - Reassignment/Details

30.1 Scope

This article provides noncompetitive procedures to be followed by Management when temporarily or permanently assigning bargaining unit Employees to other bargaining unit positions or locations within the organization, and when assigning bargaining unit Employees to "special project assignments" as defined below. These procedures will not apply when the competitive procedures described in article 10 are being utilized or:

A. The position is being filled by a Management or Employee-initiated demotion or reassignment of an Employee, e.g., in response to performance deficiencies in the current position;

B. The position is being filled by directive of a third party, e.g., arbitrator, EEOC, MSPB, FLRA, etc., or is being filled as a resolution to a formal grievance, complaint, or appeal;

C. The position is being filled by an individual due special consideration as a result of reduction-in-force, repromotion rights, reemployment priority rights, return from military furlough/leave, etc.

D. The Employer is otherwise required by law, regulation, or controlling Labor-Management Relations Agreement to select a particular person for the position.

30.2 Definitions

A. A lateral reassignment is the permanent movement of an Employee from one position to another at his/her current grade level and to a position that has no higher promotion potential than the position currently held.

B. A detail is the temporary assignment of an Employee to a different position for a specified period, with the Employee returning to his/her regular duties at the end of the detail.

C. A special project assignment is the temporary, full-time assignment of an Employee to duties which afford the Employee the opportunity to acquire new, career-related skills or significantly enhance existing skills. For the purpose of this agreement, "special project assignment" will not be interpreted as including duties and responsibilities normally assigned to the position.

D. A loan is the temporary assignment of an Employee to a different location within the work organization to perform duties consistent with the Employee's current position title, grade, and series.

30.3 Employee Notification and Consideration

Prior to filling any unit position (which has not been announced for promotion) by reassignment, detail or change to lower grade from the reassignment interest

application file, the Agency will solicit interest by posting a written notice of an opening and give Employees seven workdays to submit an interest application.

An Employee who is not selected for reassignment, detail, or change to lower grade under this provision may request a meeting with the selecting official to learn the reasons for the non-selection.

Whether a job is announced under the above procedure or the promotion procedure, any existing applications in the reassignment interest application file will be forwarded to the selecting official along with the Best Qualified (and/or other interest applications) for consideration in making a final selection.

30.4 Selection of Employees

A. Detail assignments, reassignments, special project assignments and loans, as defined above, will not be made or denied solely to punish or reward an Employee or instead of taking appropriate disciplinary action.

However, this provision is not intended to restrict the Employer from detailing or reassigning an Employee or otherwise adjusting the work assignment of an Employee because of demonstrated performance problems taken in accordance with provisions of article 15 of this agreement, when such action is being taken to avert a disruption to the safety or security of the Employees or the work area, or while an Employee's conduct is the subject of a disciplinary inquiry and the Employee's reassignment or detail is determined to be consistent with the safety and security of the operation and its Employees. Such action will be taken consistent with the provisions of law, controlling regulations, and this Agreement.

B. Special project assignments and details which last more than 30 days will be recorded by a Standard Form (SF) 52, Request for Personnel Action, in the Employee's Official Personnel File. Employees detailed for shorter periods may describe the work performed during these details on a SF 172, Amendment to Personal Qualifications Statement, for inclusion in the OPF.

C. Management agrees to closely review special project assignments, as provided in section 2C of this article, to ensure, to the maximum extent feasible, appropriate, equitable representation of protected groups. When such assignments occur and are expected to last more than 30 days, Management agrees to forward its selection to the EEO office for review.

30.5 Requested Reassignments

A. If an Employee is interested in being reassigned to a position in another work area, the Employee will complete an interest application (Appendix M) in triplicate with 1 copy going to the current supervisor, 1 copy being retained by the Employee, and the original going to the Personnel Office.

B. Applications will include a statement as to the Employee's reasons for requesting reassignment, any anticipated benefits which may accrue to the Employee, and anticipated benefits accruing to the Agency, if any, should the reassignment be effected.

C. The Personnel Office will confirm whether the Employee is minimally qualified for the position in which he/she is interested. If the Employee is not qualified, the Personnel Office will return the application to the Employee so indicating. If the Employee is qualified, the Personnel Office will retain the application. The application will be retained for a period of one year unless the Employee is reassigned or withdraws his/her request prior to the end of the year. Prior to filling bargaining unit positions, except as excluded above in section 1, items A-D, the Employer agrees to first consider any appropriate interest applications on file.

D. The Employer agrees that any eligible Employee who submits a request for reassignment will be provided:

1. Bona fide consideration of the reasons for requesting the assignment;

2. Appropriate consideration of any documented hardship reasons submitted in support of the request; and

3. Written notice that he/she was considered for a position and whether he/she was selected.

4. If not reassigned, the Employee is also entitled, upon request, to be advised verbally of the job-related reason(s) for not being reassigned and to retention of his/her request in the interest file, as provided above, so that the request may be considered for future reassignment opportunities.

5. When the Employee's request for lateral reassignment documents an adverse effect (ie., health-related, childcare, or transportation hardship) which is impacting the Employee in his/her current job assignment and may reasonably be expected to be alleviated by reassignment, the Employer will grant the request unless there are substantive employment reasons for not complying with the request. Health-related reasons which are used as a basis for requesting reassignment must be supported by medical documentation. Childcare problems refer to Employees who have sole responsibility for the care of preteenage children, or other dependents, during the hours/days in question. Transportation problems refer especially to problems arising from dependence on public transportation.

30.6 Management-Initiated Reassignments/Details/Loans

The parties acknowledge that Management has the right to detail, loan, and reassign Employees as necessary. This agreement in no way waives that right. In those instances where the Employer has determined that a reassignment, detail, or loan expected to last more than 30 consecutive days is appropriate, the Employer will determine the qualifications and skills necessary to perform the assignment, will solicit volunteers from among those qualified, and will duly consider those volunteers prior to making its selection(s). In determining whether

volunteers will be considered for the assignment, the Employer will determine the qualifications necessary to successfully function in the position and to meet the needs of the organization (not X-118 qualifications requirements). The Employer will also determine whether volunteers for the assignment meet those qualifications. Exceptions to the requirement that volunteers be sought shall be made when the nature of the work requires specific Employees with special skills.

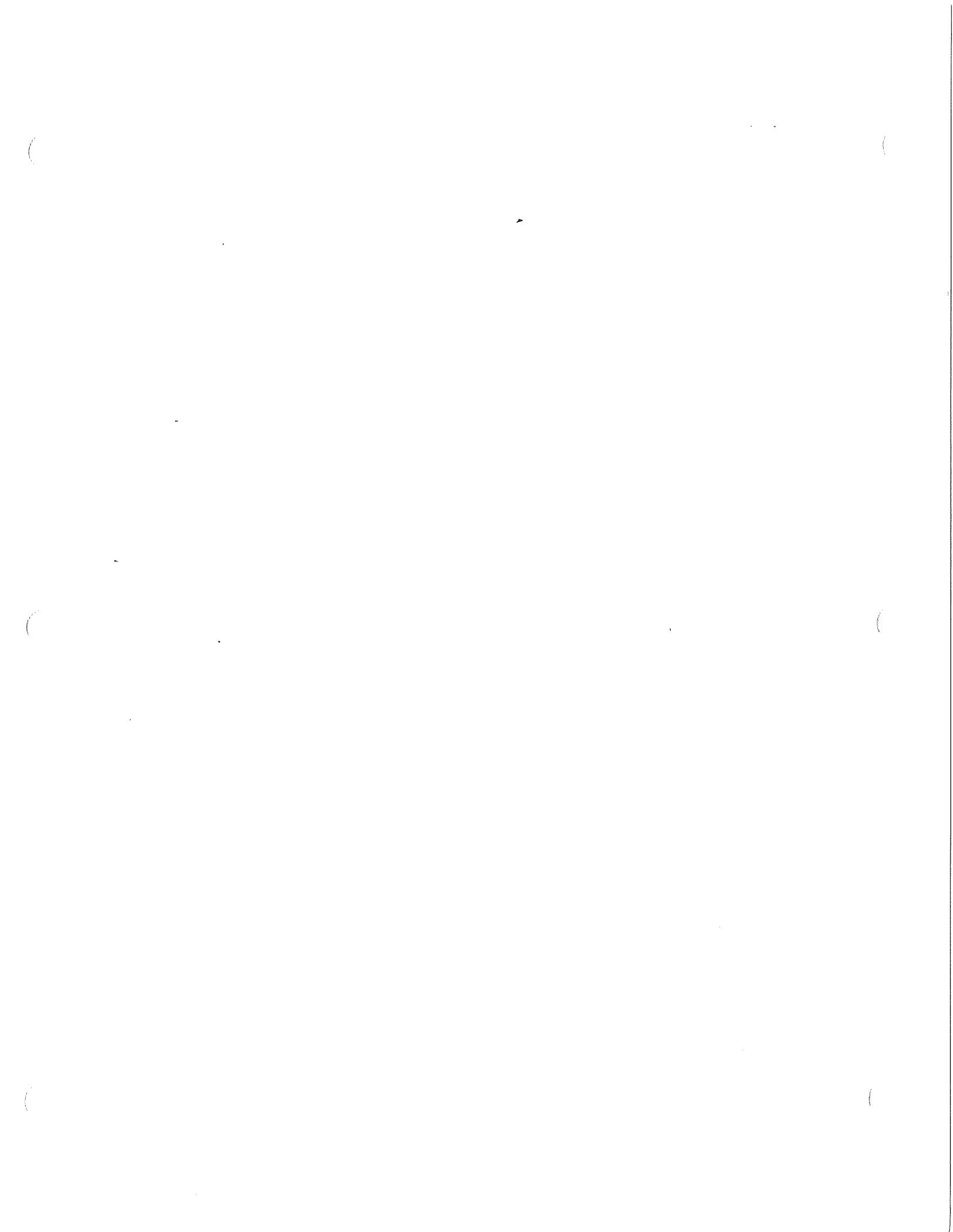
THE FOLLOWING COMMENTS ARE ADVISORY ONLY AND DO NOT
CONSTITUTE ACTUAL CONTRACT LANGUAGE.

30.3 This section was changed in three ways. First, management must "announce" all positions which we intend to fill through reassignment, change to lower grade, or detail FROM THE REASSIGNMENT INTEREST APPLICATION FILE. (Note that there are other ways to fill a position through reassignment, change to lower grade or detail than through the reassignment interest application file.) This has generally been our past practice since the reassignment procedure was established in the 1988 contract. The "announcement" is a letter to employees, not the typical vacancy announcement form. The Staffing & Classification Section can provide supervisors with a sample letter.

Second, an employee who is not selected for reassignment, change to lower grade, or detail may request a meeting with the selecting official to learn why he/she was not selected. The Staffing & Classification Section can help you prepare for these meetings, if any are requested.

Third, the Personnel Office will now refer all reassignment interest applications on file (if any) along with the merit promotion or other certificates for any bargaining unit vacancy whether the supervisor requested them or not. The supervisor must indicate on the reassignment certificate whether a selection was made from that certificate. The supervisor is not required to interview these candidates; however, if one reassignment candidate is interviewed, all must be interviewed.

30.6 Management determines the qualifications for positions "announced" through the procedure in Article 30. These qualifications are not limited to the OPM Qualifications Requirements. For example, management may require experience with ADPS, experience with Microsoft Word Version 5.0, or other appropriate and job related experience. The Staffing & Classification Section of the Personnel Office can help supervisors determine appropriate qualifications.



ARTICLE 31 - SMOKING

We will submit the smoking issue to a direct vote of all St. Louis FmHA employees. The employees will be able to select one of two options:

- A. Continue the Current Smoking Policy pending action by national authorities to restrict smoking in all federal buildings; or
- B. Ban smoking in all FmHA space, limit smoking only to the designated smoking areas of the cafeteria and space completely outside the building (outside the double door entry). After the implementation period, there will be no additional "smoking breaks" during duty time.

Both bargaining unit and non-unit employees may vote in this special election. However, the votes of unit and non-unit employees will be tallied separately. All bargaining unit employees may vote in the unit part of the election including those who are not dues paying members of the union.

The decision will be based upon a 2/3 (66.6%) vote of those employees who choose to vote in each category (unit or non-unit). If 2/3 of the unit employees AND 2/3 of the non-unit employees both vote for option "b," then option b will be adopted. However, if either the unit employees or the non-unit employees vote against option "b," then option "a" will be adopted.

The vote will be held within 30 days of the effective date of this agreement (or within 30 days of the arbitration decision if no agreement on this matter is reached) on a mutually acceptable Tuesday, Wednesday, or Thursday. The polls will be open from 9:00 a.m. to 3:00 p.m. There will be three union and three management officials to monitor the vote and count the vote (two each at 1520 Market and one each at 2350 Market). Employees may vote on duty time and need not take leave or vote during lunch or break. The Agency will prepare a list of all employees for the monitors to use. Identification will be done on the basis of the building pass.

Any votes cast for any options other than "a" or "b" will not count in any way for any purpose. It will be as if such a vote were not cast at all.

There will be no absentee ballots.

Proponents of each option may print and distribute literature supporting their point of view; however, no party, management, union, or employees may use government time or government equipment for purposes of promoting either option. Any campaign material must be printed or copied off-site at the expense of the individuals promoting that option. Any literature which is distributed must be distributed on non-duty time, in non-work areas, and identify the source of the material.

The results of the vote will be posted on bulletin boards the next work day and if option "b" is selected by a 2/3 majority of both unit and non-unit

employees, it will become effective 60 calendar days following the date of the election.

During the 60 day pre-implementation period, the Agency will offer all interested employees an opportunity to attend a smoking cessation program on the clock.

During the first 120 days after implementation, smokers may, with advance notice to their supervisors, take one additional break of up to 10 minutes per day for the purpose of adjusting to the no smoking policy.

For the second 120 days after the no smoking policy is implemented, smokers may, with advance notice to their supervisors, divide their 30 minutes of morning and afternoon breaks into three separate 10 minute breaks for purpose of adjusting to the no smoking policy.

Effective with implementation, the Agency will pursue a liberal leave policy in granting annual, credit hours, and LWOP in 15 minute increments for smokers who wish to smoke more often than the 60 minutes of lunch and normal breaks (and during the initial 120/240 day periods the bonus breaks and split breaks) would permit. Employees may also use core time deviation in 15 minute increments for smoking.

UNITED STATES DEPARTMENT OF AGRICULTURE - FARMERS HOME ADMINISTRATION

RECORD OF INQUIRY

EMPLOYEE (Name, Title, Location)

NOTE: This is not a disciplinary action. This form is to aid in making a decision regarding an incident of questionable conduct. See instructions on the reverse side.

PART I. STATEMENT OF FACTS AS KNOWN BY SUPERVISOR:

These facts indicate that you may have violated the USDA standards for acceptable conduct or behavior which could result in disciplinary action being taken against you. For information about the possible penalty involved, see Item _____, USDA Table of Disciplinary Penalties.

SUPERVISOR SIGNATURE

TITLE

DATE DELIVERED TO EMPLOYEE:

PART II. EMPLOYEE RESPONSE TO PART I.

Use thi part for any comments or information you wish to provide in response to Part I. If you want your comments considered in evaluating this incident, you must return the original to your supervisor by _____ date.

EMPLOYEE SIGNATURE

DATE

PART III.

SUPPORTING DOCUMENTS ATTACHED:

RECORD OF PREVIOUS DISCIPLINARY ACTIONS:

ACTION RECOMMENDED:

SUPERVISOR SIGNATURE

TITLE

DATE

CONCURRENCE OF OTHER ACTION TAKEN OR RECOMMENDED:

HIGHER LEVEL SUPERVISOR SIGNATURE (If Necessary)

TITLE

DATE

RECORD OF INQUIRY INSTRUCTIONS

1. The immediate supervisor is normally responsible for initiating an inquiry when an employee has been involved in questionable conduct. Such inquiry may lead to counseling, disciplinary action or no action. This form is used to summarize the facts developed when a situation appears to come under the USDA Table of Disciplinary Penalties contained in appendix A of DPM Chapter 751. Use of this form provides the employee an opportunity to present his/her position before a decision is made to propose or effect disciplinary action, if any.

2. The supervisor should make a thorough and careful inquiry to establish the facts. This inquiry may include interviewing any witnesses who have first-hand information and reviewing any pertinent documents or other evidence of misconduct. Every effort should be made to reconcile conflicting statements so the whole story is known. If witnesses provide statements or other documents, they must be retained by the supervisor for later use. The supervisor conducting this preliminary inquiry may also interview the employee at this time if he/she believes that such a discussion may eliminate the need for further action.

3. Should the employee involved in the alleged misconduct request union representation during the inquiry, such representation must be permitted if the employee is a member of the bargaining unit represented by AFGE Local 3354. Additionally, employees questioned as witnesses during formal investigations conducted by Agency officials regarding another employee's misconduct will, upon request, be afforded the opportunity for union representation. The union representative, if present during the inquiry, will be bound by the same requirement as the witness to maintain the confidentiality of the nature of the investigation and the information disclosed. A formal investigation is one in which an employee being questioned is subject to disciplinary action if he/she fails to cooperate. For answers to questions regarding employee rights to union representation during the processing of a disciplinary matter, please refer to article 3, section 3.2 of the LMR Agreement or contact the servicing employee relations specialist in the Personnel Office.

4. Based on the information collected during the preliminary inquiry, the supervisor must make a judgment as to whether any conduct has been identified which requires further action and, if so, what action would most likely prevent the conduct from being repeated. If at any time during the inquiry process, the judgment is made to counsel the employee, this form will be attached to the record of counseling, e.g., Form FmHA 300-43, Employee Performance/Conduct Report.

If disciplinary action may be required, this form is to be completed in accordance with the following instructions. Complete an original and at least two copies. Address the form to the employee involved in the questionable conduct.

PART I

- a. State the facts developed during the inquiry simply and in logical order. Be as specific as possible regarding the circumstances which led you to conduct this inquiry.
- b. Enter the item number from the USDA Table of Disciplinary Penalties, if applicable.
- c. Enter the date the employee's response is due to you. Allow a reasonable amount of time for the response, normally two work days. Extensions may be granted for good cause.
- d. Sign and enter the date of delivery.

PART II

Employee may use this part to submit comments for consideration. Attachments may be used when needed. Employee may reply by admitting, denying, explaining the situation, or the employee may offer no reply. If a response is not received by the due date, you should proceed with a decision or recommendation without the employee's reply.

PART III

- a. After the due date, the supervisor will attach witness statements and all other supporting documents obtained during this preliminary inquiry, including evidence of prior notice, e.g., records of counseling.
- b. List prior disciplinary actions of record including warnings, official reprimands, suspensions or other adverse actions which have been effected against the employee. Actions which have expired or which were reversed and proposals for which no action has been taken should not normally be considered here.
- c. Record whether employee was counseled about or referred to the Employee Assistance Program.
- d. Review the facts, employee's response and past record. If the employee made an oral response, prepare a written summary for the record. Determine which action below is appropriate.
 1. No action. Destroy this form and notify employee.
 2. Counseling
 - a. Oral counseling. Make a written record. Attach this form.
 - b. Written counseling. Retain copy for your records. Provide copy of written counseling to employee. Attach this form.
 3. Disciplinary Action. Consult USDA Table of Disciplinary Penalties to determine appropriate action. Contact servicing employee relations specialist. If action requires authority of higher supervisor, the initiating supervisor should complete Part III, including recommended penalty, sign, date, and refer this form along with supporting documents to higher supervisory level for concurrence or authority to take recommended action.

AD-507 (112-711)		U.S. DEPARTMENT OF AGRICULTURE		1. TYPE OF PERIOD EMPLOYEE IS SERVING:	
PROBATIONARY OR TRIAL PERIOD REPORT				<input type="checkbox"/> PROBATIONARY <input type="checkbox"/> TRIAL	
IMPORTANT: THIS REPORT IS DUE BACK TO THE PERSONNEL OFFICE NOT LATER THAN					
2. NAME		3. SOCIAL SECURITY NUMBER		4. PAY PLAN, OCCUP. SERIES AND GRADE	
5. OFFICIAL TITLE OF POSITION				6. PERIOD OF SERVICE COVERED BY REPORT	
				FROM: _____ TO: _____	
7. AGENCY		8. ORGANIZATIONAL STRUCTURE CODE		9. OFFICIAL DUTY STATION	
10. TENURE GROUP		11. TYPE APPOINTMENT		12. OBLIGATED POSITION	

FOR COMPLETION BY SUPERVISOR (PLEASE SEE REVERSE OF THIS FORM BEFORE COMPLETING THE FOLLOWING ITEMS)

13. INDICATE BY S, O, M, OR U WHETHER THE EMPLOYEE'S PERFORMANCE IS SATISFACTORY, OUTSTANDING, MARGINAL, OR UNSATISFACTORY IN THE CHARACTERISTICS LISTED BELOW:

I. PERFORMANCE	II. CONDUCT	III. CHARACTER AND SUITABILITY
Interest in Work _____	Attendance _____	Honesty _____
Leadership _____	Punctuality _____	Integrity _____
Initiative _____	Disposition _____	Self-Confidence _____
Dependability _____	General Deportment _____	Cooperativeness _____
Productivity _____		Compatibility _____
Quality of Work _____		Sociability _____
Attitude _____		Neatness _____
Professional Interest _____		Cleanliness _____
Self-Development _____		

14. **POTENTIAL FOR ADVANCEMENT.** Give your appraisal of this employee's capacity for growth and potential development. (If necessary, use additional sheets and attach)

15. I CERTIFY THAT THE EMPLOYEE'S PERFORMANCE, CONDUCT, AND GENERAL CHARACTER TRAITS ARE: (Check One) A. <input type="checkbox"/> SATISFACTORY B. <input type="checkbox"/> NOT SATISFACTORY	16. I RECOMMEND THAT THE EMPLOYEE BE: (Check One) A. <input type="checkbox"/> RETAINED IN HIS PRESENT POSITION B. <input type="checkbox"/> SEPARATED FROM HIS PRESENT POSITION
---	--

17. IF YOU RECOMMEND THAT THE EMPLOYEE BE SEPARATED FROM HIS PRESENT POSITION, PLEASE INDICATE ANY OTHER WORK IN THIS AGENCY FOR WHICH YOU BELIEVE HE MAY BE FITTED:

18. SIGNATURE OF SUPERVISOR	19. TITLE	20. DATE
21. SIGNATURE OF REVIEWING OFFICIAL	22. TITLE	23. DATE

UNITED STATES DEPARTMENT OF AGRICULTURE - FARMERS HOME ADMINISTRATION

REQUEST FOR INFORMAL MEETING
(FIRST STEP OF GRIEVANCE PROCEDURE)

TO (SUPERVISOR NAME)	FROM (GRIEVANT NAME)	GRIEVANCE NUMBER	DATE
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THE ISSUE IN THIS GRIEVANCE IS:

SIGNATURE OF UNION REPRESENTATIVE	RECEIVED BY	DATE
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WHITE - SUPERVISOR

YELLOW - UNION REP

PINK - LABOR RELATIONS STAFF

Form FmHA 300-14 (Rev. 11/88)

UNITED STATES DEPARTMENT OF AGRICULTURE - FARMERS HOME ADMINISTRATION

STATEMENT OF GRIEVANCE

GRIEVANT'S NAME

ARTICLE/REGULATION VIOLATED

BASIS FOR GRIEVANCE

RELIEF REQUESTED:

GRIEVANT SIGNATURE

DATE

UNION REPRESENTATIVE

DATE

RECEIVED BY

DATE

UNITED STATES DEPARTMENT OF AGRICULTURE - FARMERS HOME ADMINISTRATION

EMPLOYEE OVERTIME REQUEST

I HEREBY REQUEST TO WORK OVERTIME IN THE FOLLOWING ORGANIZATIONAL UNITS.

UNITS	

I HAVE HAND-DELIVERED A COPY OF THIS FORM TO THE IMMEDIATE SUPERVISOR OF EACH UNIT NOTED ABOVE.

EMPLOYEE SIGNATURE	DATE	RECEIVED BY	DATE

APPROVAL

THIS REQUEST IS	REASON FOR DISAPPROVAL	
<input type="checkbox"/> APPROVED		
<input type="checkbox"/> DISAPPROVED	SUPERVISOR SIGNATURE	DATE

ORIGINAL - SUPERVISOR

PHOTOCOPY - REQUESTOR

Form FmHA 300-40

APPLICATION FOR FINANCE OFFICE-RELATED TRAINING

DATE

INSTRUCTIONS: COMPLETE AND RETURN TO EMPLOYEE DEVELOPMENT SPECIALIST
 NAME OF APPLICANT

DIVISION/BRANCH

COURSE TITLE	NAME OF SCHOOL/TRAINING VENDOR	CREDIT HOURS

TRAINING PERIOD		TUITION	COST	
START	COMPLETE		BOOKS	OTHER

BRIEFLY EXPLAIN WHY THIS TRAINING WILL BENEFIT THE MISSION AND GOALS OF THE FINANCE OFFICE

I UNDERSTAND THAT REIMBURSEMENT IS SUBJECT TO AVAILABILITY OF FUNDS FOR THIS TRAINING PROGRAM.

TITLE OF EMPLOYEE

EMPLOYEE'S SIGNATURE/DATE

I HAVE REVIEWED THIS APPLICATION TO ENSURE THE REQUEST DOES NOT INCLUDE JOB-RELATED TRAINING NEEDS.

TITLE OF SUPERVISOR

SUPERVISOR'S SIGNATURE/DATE

NOTE: THIS IS AN APPLICATION FOR FUNDING. YOU WILL BE NOTIFIED AT A LATER DATE OF APPROVAL OR DISAPPROVAL OF THIS REQUEST.

UNITED STATES DEPARTMENT OF AGRICULTURE - FARMERS HOME ADMINISTRATION

REPORT OF SAFETY OR HEALTH COMPLAINT

NAME	DATE OF SUBMISSION
ORGANIZATION (Division, Branch, Section, Unit)	EXTENSION
IMMEDIATE SUPERVISOR	EXTENSION

DESCRIBE THE NATURE OF THE SAFETY, HEALTH COMPLAINT. BE SPECIFIC AS TO THE NATURE, LOCATION, DATE OF ONSET, WHETHER PROBLEM IS CONTINUING OR INTERMITTENT, AND WHETHER TO REPORTER'S KNOWLEDGE ANY ACTION HAS BEEN TAKEN TO CORRECT PROBLEM.

SIGNATURE _____

WHITE - Supervisor YELLOW - Union PINK - Employee GOLDENROD - Safety Officer, FC 312
Form FmHA 300-45

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

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

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

- (1) as of the beginning of the first full pay period following receipt of notice that exclusive recognition has been withdrawn;
- (2) at the end of the pay period during which an employee member is separated from the USDA;
- (3) at the end of the pay period during which the payroll office receives notice from the AFGE or a Local of the AFGE that the employee member has ceased to be a member in good standing;
- (4) pursuant to a timely request in accordance with the following time provision effective September 1, 1979, for all revocations received prior to September 1, 1978;
- (5) effective September 1, 1979, and each September 1 thereafter for all allotments in effect as of January 11, 1979;
- (6) on the annual anniversary date of each allotment completed after January 11, 1979.

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. O-PS-1 on April 19, 1979.

JOHN W. FOSSUM
Director of Personnel
U.S. Department of Agriculture

KENNETH T. BLAYLOCK
National President
American Federation of
Government Employees

6/22/79

Date

Memorandum of Understanding
Union Dues Payroll Deductions

APPENDIX L

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 K 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.


JAMES C. SPARKS
Personnel Officer

9/26/88
DATE


STEVEN M. HOLLIS
President
AFGE Local 3354

9/30/88
DATE

REASSIGNMENT INTEREST APPLICATION

NAME:		DATE:
POSITION TITLE:	LOCATION:	CURRENT GRADE:

I HEREBY REQUEST ASSIGNMENT TO: (Identify specific position(s) and organization(s)).

REASON FOR REQUESTING REASSIGNMENT:

BENEFITS TO EMPLOYEE:

BENEFITS TO AGENCY:

FOR PERSONNEL OFFICE USE ONLY

DATE RECEIVED:	EXPIRATION DATE:
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ACTION TAKEN:

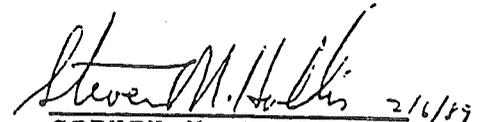
Memorandums

The attached memorandums of understanding and agreement are examples of past practices that continue in effect under the new contract. There are other such agreements not included; they also remain in effect per Article 2.

MEMORANDUM OF UNDERSTANDING

Management and the Union agree that employees will not normally be required to sign out and in for 30-minute lunch periods while working overtime. However, lunch periods for more than 30 minutes will require the employee to sign out and in. If the employee does not take a lunch, the sign in/out sheet must be so annotated in the remarks column.


JAMES C. SPARKS
Personnel Officer


STEVEN M. HOLLIS
President
AFGE Local 3354

MEMORANDUM OF UNDERSTANDING

1. When an employee is to be promoted and is within 2 pay periods of receiving a regular within-grade increase, the employee may request a delay in the effective date of the promotion action in order to receive the step increase first.
2. This agreement is effective upon signature by the two parties.

Steve Hollis 12/7/92
For the Union
(signature and date)

John Smith 12/4/92
For the Agency
(signature and date)



United States
Department of
Agriculture

Farmers
Home
Administration

1520 Market Street
St. Louis, Missouri
63103

REPLY TO
ATTN OF: FC-301

APR 3 1991

SUBJECT: Use of Headphone Radios

TO: All St. Louis FmHA Employees

This letter is to advise all St. Louis Farmers Home Administration employees that the use of headphone radios is now permitted subject to supervisory approval. Such approval will be based on the ability of the employee to perform all of the required duties of the position in a satisfactory manner. The use of headphone radios will not relieve employees of any of their job responsibilities. If documented performance or conduct problems result from the use of such radios, the supervisor may restrict the employee's further use of headphone radios.

All radios must be battery operated and cannot be plugged into electrical sockets in lieu of battery operation. All radios must utilize individual headphones so that fellow employees will not be disturbed. The use of headphone radios is restricted to the employee's immediate work area and employees leaving their units should not take their radios with them. Violations of these rules may result in the loss of radio privileges for offending employees.

I ask that employees using radios be considerate of their fellow employees and respond in a positive manner to complaints that result from the use of radios. If employees exercise common courtesy, we can avoid problems resulting from the use of radios.

I ask for your cooperation in this matter.

FOR T. S. MERCE

CLARENCE P. SQUELLATI
Assistant Administrator
Finance Office

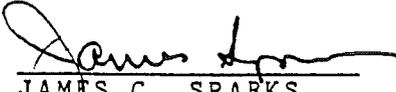
cc:
AFGE Local 3354 ✓

EXPIRATION DATE: March 31, 1992

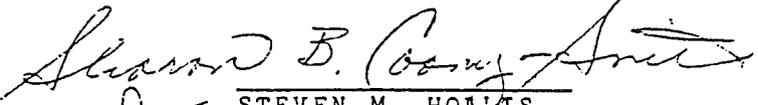
SETTLEMENT AGREEMENT
Grievance Nos. 89-29, 89-30

This agreement constitutes full and final settlement of the above grievances. The employer and the union agree to the following in order to resolve the issue:

1. A trial period will be implemented in the Collection Branch, Operations Division, and the Loan and Investor Accounting Branch, Fiscal and Accounting Division. This trial period shall not exceed 1 year from the date of this agreement.
 2. During this trial period, employees in the above two branches will be permitted to use battery powered headphone radios during normal duty hours. This agreement does not authorize the use of any other type of radio which does not utilize individual headphones. Nor does it authorize radios to be plugged into electrical sockets in lieu of battery operation.
 3. The use of headphone radios by employees in these branches are restricted to the employee's work unit. Employees leaving their units should not take their radios with them.
 4. The use of headphone radios does not relieve employees of any of their responsibilities on the job.
- Management will not accept the use of headphone radios as an excuse or justification for any performance or conduct problem.
5. Management will evaluate the trial period at its conclusion. If there are no significant problems encountered, the use of battery powered headphone radios will be permitted in all areas of the Finance Office subject to the same conditions in items 2, 3, and 4.


JAMES C. SPARKS
Personnel Officer

10/19/89
(Date)


for STEVEN M. HOLLIS
President
AFGE Local 3354

10/19/89
(Date)

MEMORANDUM OF AGREEMENT
ADPS ERROR VERIFICATION

1. Although for performance rating purposes time spent on each measured task is currently taken from an employee's work measurement report or equivalent, management hereby reserves the right to obtain this data in the future from other appropriate sources, e.g., Operator ID Reports. Prior to making such change, the Employer agrees to notify the Union and provide it the opportunity to engage in appropriate bargaining.

2. Certain rejected transactions are counted as errors.

a. The rate of rejected transactions per lines worked, i.e., error rate, which is chargeable to an employee for performance appraisal purposes is taken from individual Operator ID reports, except as noted below. All covered employees will be informed of which rejected transactions will be considered as chargeable errors for performance appraisal purposes. The Employer agrees that errors which are beyond the control of the employee, e.g., errors directly attributable to program problems, will not be charged in determining an employee's error rate.

b. When an accounting technician believes that an error was not chargeable, such error and any associated rejected transactions will be documented by the employee on a log provided by the Employer for this purpose. Those errors which are not chargeable (i.e., beyond the control of the employee) and have been signed off on the log by either the lead accounting technician or the supervisor will be subtracted from the total number of transactions rejected. When deductions are made from the number of errors charged to the employee, corresponding adjustments will be made to the total lines credited to the employee only for purposes of determining the error rate.

3. The error rate on which an employee's performance evaluation will be based is the cumulative error rate, that is, the total number of errors charged over the total number of lines credited for the current appraisal period. An employee's error rate over a shorter period of time, e.g., the monthly rate, may be used to determine whether the employee's performance has demonstrated improvement. An employee will be subject to appraisal on the quality of work only where a reasonable quantity of transactions have been assigned for processing during the rating period.

4. Employees will be notified in advance of any changes in transaction processing requirements before errors are chargeable which are directly attributable to those changes. Notification will be in writing and posted in a defined area. The day following the day of posting, those errors will be chargeable. Employees will have the responsibility to consult the posting at the beginning of each work day for changes in transaction processing requirements.

5. An employee will have been provided current ADPS classroom and/or on the job training commensurate with time in grade, prior to use of the Operator ID Report for error verification purposes.

6. Employees will be provided a copy of their unadjusted monthly Operator ID Report upon request to the supervisor. Employees will be notified of their right to request their monthly Operator ID report.

7. Under ADPS, when error data becomes available, performance standards concerning the quality of work will not be finalized for a period of at least 90 days. Error data to support the standards will be gathered from all employees working under ADPS.

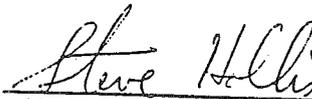
8. An employee dissatisfied with a determination made as to whether a particular error should have been charged may grieve under provisions of the negotiated grievance procedure.

FOR THE EMPLOYER:

FOR THE UNION:



L. E. KEHOE
Director, Fiscal and Accounting Division



AFGE Local 3354

12/14/84

DATE

12/17/84

DATE

MEMORANDUM OF AGREEMENT

This agreement resolves all concerns between the parties pertaining to the impact and implementation of the move of the User Support Expert Resolution Branch and the Automation Training Branch to 2350 Market Street, and the move of the ADP Security Staff first to the Old Post Office and subsequently to 2350 Market Street. The parties agree to the following:

1. The Agency agrees that programs and services historically available to bargaining unit employees at 1520 Market Street will continue to be available to employees located at the Old Post Office and at 2350 Market Street. These employees can apply for reimbursement of reasonable transportation expenses incurred when traveling between their work-sites and the Federal Building while performing their assigned duties, participating in agency-sponsored programs, or conferring with union stewards and EEO counselors. Reimbursement of travel expenses will not be authorized for employees in order to conduct personal business. Employees can apply for administrative leave of reasonable time to travel and participate in agency-sponsored programs. Administrative leave will not be authorized for employees in order to conduct personal business. Administrative leave authorized under this section is subject to prior scheduling and approval of the employee's supervisor. Union stewards and officers can request official time for conducting business under the provisions of the Labor Management Relations Agreement.

2. Employees of ADP Security reassigned to the Old Post Office will be provided up to 45 days in which to make new arrangements for transportation to and from their new duty station. During this 45 day period, the employees may be granted, on an occasional basis, up to 30 minutes of administrative leave due to difficulties encountered with their existing modes of transportation. After the 45-day adjustment period, ADP Security employees will be expected to be at work on time and no further accommodation will be granted based on their inability to make adequate transportation arrangements.

3. It is understood that there is a microwave and a refrigerator located at the Old Post Office for use of FmHA employees stationed there according to the terms of an earlier MOU between the Agency and the union. Employees of ADP Security reassigned to the Old Post Office will have use of the microwave and the refrigerator. The ADP Security Employees will be responsible for proper use of these appliances and for maintaining their cleanliness.

4. Because of the location and the lack of on-site eating facilities, the Agency will supply each branch at 2350 Market Street with one microwave oven and one refrigerator for installation in a general "coffee" area. The refrigerator will be of sufficient capacity to service the number of employees in the branch. The employees in each branch will take full responsibility for safe and sanitary use of all appliances, including coffee makers, the microwave, and the refrigerator. The appliances provided by the Agency will be subject to removal if misused by employees or allowed to become health or safety hazards. The lessor also may require the removal of unsafe and unsanitary appliances.

5. The amended Finance Office smoking policy (June 30, 1987) will be observed at the 2350 Market Street location. It is understood that this means no smoking is allowed in training and conference rooms. Employees who wish to smoke will have access to balconies on the second floor; they will not use private office space adjacent to the balconies as thoroughfares.

6. The Agency will provide daily mail pick-up and delivery to the 2350 Market Street location as well as to the Old Post Office. This service will include the delivery of supplies ordered by employees via FmHA. In addition, it is understood that the U.S. Postal Service will make delivery of mail addressed directly to the 2350 Market Street location and to the Old Post Office.

7. The Agency will submit a request to the Forsythe Group, Inc (lessor) for permission to mount an official bulletin board on the wall in the vending machine room on the second floor. Upon receipt of permission from the lessor, the Agency will order and hang the bulletin board which the union may use as well as management. The Agency will provide to the union on-site point of contact the same information it provides to the union at the 1520 Market Street location; e.g., job announcements, administrative announcements, notices of meetings, training, etc. This information will be provided in a timely manner; if necessary, it will be faxed.

8. General building maintenance, repair, and cleaning at 2350 Market Street will be provided by the lessor. It is understood that cleaning is normally done at night, starting at 5:30 p.m. It is also understood that the lessor does not provide guard service.

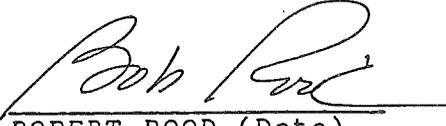
9. It is understood that the lease may be modified in the future. To the extent that such changes affect working conditions of bargaining unit members, the Agency will give due notice to the union and consider appropriate requests for impact and implementation bargaining. The Agency will respond to the extent the requests are within its control. Otherwise, the provisions negotiated herein constitute the entire agreement on the moves to 2350 Market and to the Old Post Office. There are no other agreements, written or implied, on subjects related to the moves. The parties had full opportunity to raise any and all issues during bargaining; this document represents the sum total of the terms and conditions which the parties agreed to abide by.

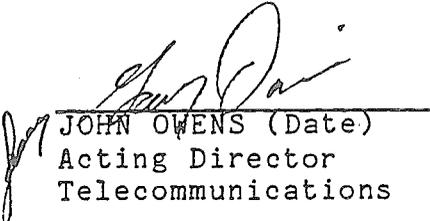
This agreement may be reopened only by mutual consent as necessary due to the following exclusive conditions: changes of existing regulations, policies, laws; or the introduction and implementation of new policies, laws or Executive Orders. This agreement supersedes all past practices, understandings, and previously negotiated agreements on moves between the union and the agency.

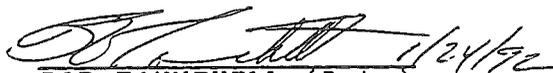
For the Union:

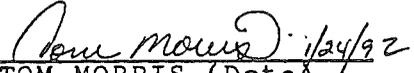

BRIAN ROZELLE (Date)
AFGE Local 3354

For the Employer:


ROBERT ROOD (Date)
Chief, User Support Expert
Resolution Branch


JOHN OWENS (Date)
Acting Director
Telecommunications


BOB TANNEHILL (Date) 1/24/92
Automation Training Branch


TOM MORRIS (Date) 1/24/92
ADP Security


CHRIS KUNZ (Date) 1/27/92
Labor Relations Staff

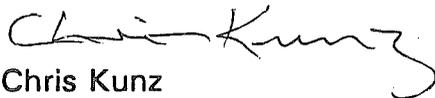
For FmHA



L. E. Kehoe
Chair, Negotiating Committee

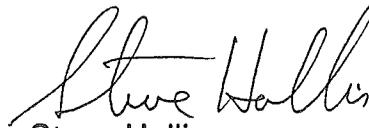


Ron Garland
Chief Negotiator



Chris Kunz
Negotiator

For AFGE Local 3354



Steve Hollis
President



Norma Karsteter
Co-Chief Negotiator



Darrie Walton
Co-Chief Negotiator

Date of Execution: December 31, 1992

MEMORANDUM OF AGREEMENT

AFGE Local 3354 and Farmers Home Administration St. Louis hereby amend the Labor-Management Relations Agreement as it pertains to Article 7, Section 7.6, on Credit Hours.

1. We agree to change the requirement that employees must request to work credit hours ~~before~~ by noon of the day they want to work them. Instead, the following will apply:

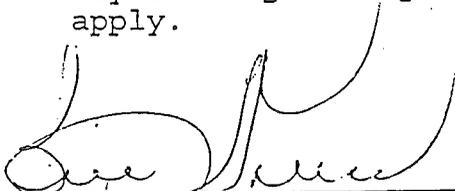
A. Employees must complete Form FmHA 300-62, Request to Earn Credit Hours, and submit it to their immediate supervisor prior to the supervisor leaving work for the day. (If the supervisor leaves at 12 noon or later and the employee has not yet requested to work credit hours, the employee will not be allowed to submit a request to an alternate leave approving official or acting supervisor.)

B. On T&A Friday (i.e., the last Friday of the pay period), requests to work credit hours must be submitted to the immediate supervisor by noon.

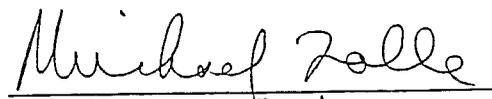
2. Employees may earn credit hours while in a training status, if requested and approved prior to the day of the training. Regular duty time of 8 or 9 hours, as appropriate, will precede the credit hours. The employee, the T&A clerk, and the supervisor will coordinate the various records (e.g., sign-in/out sheet, form to request credit hours, training forms, etc.) to assure accurate and complete documentation.

All other provisions of section 7.6 still apply.

It is also understood and agreed that whatever procedures are currently in place within a work area for processing credit hour requests when a supervisor is absent for a whole day or longer (e.g., travel, training, leave, etc.) still apply.



For AFGE Local 3354
June 13, 1994
Date



For FmHA St. Louis
June 20, 1994
Date

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