

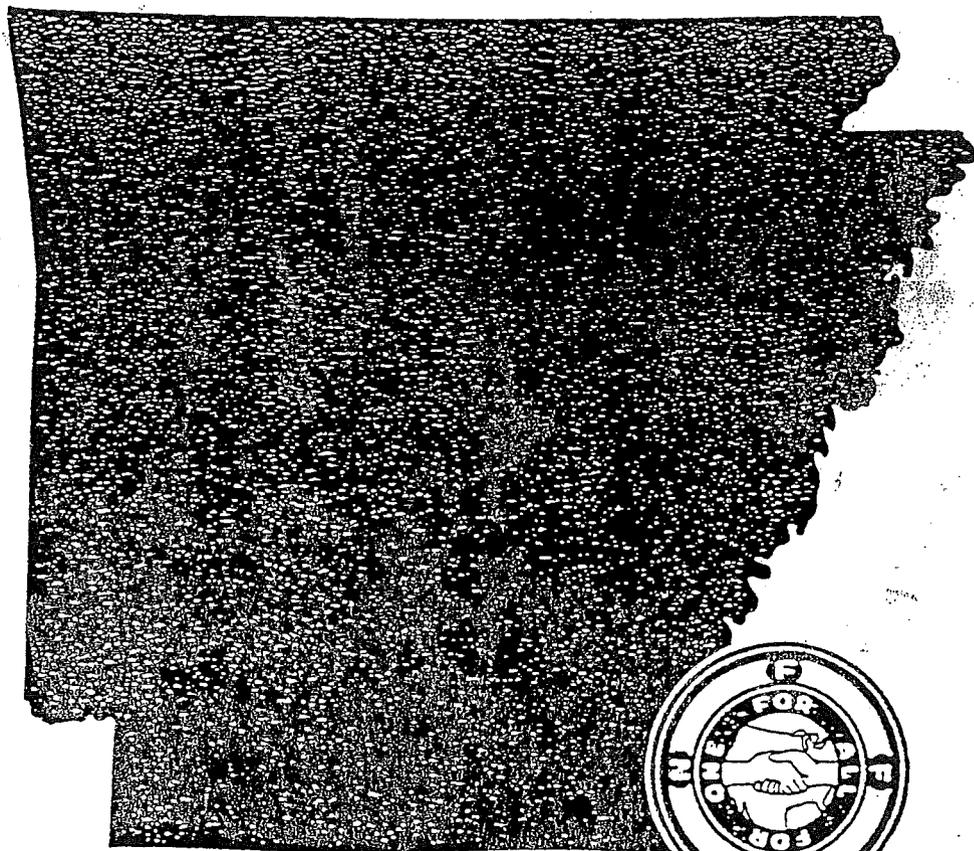
Farmers
Home
Administration

Labor-Management Relations Agreement

between Farmers Home Administration,
U.S. Department of Agriculture Little Rock,
Arkansas and National Federation of
Federal Employees Local 108

Effective November 5, 1991

UPDATED TO INCLUDE SUPPLEMENTS TO 12/31/99



Arkansas



NEGOTIATED AGREEMENT
ARKANSAS FmHA and NFFE 108

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UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY
DALLAS REGION

U.S. Department of Agriculture
Farm and Foreign Agriculture Service
Farm Service Agency
State of Arkansas

- Activity

and

National Federation of Federal
Employees, Local 108

Case No. DA-RP-60053

- Labor Organization/Petitioner

and

American Federation of Government Employees (AFGE)

- Labor Organization/Exclusive Representative

and

National Federation of Federal Employees

- Labor Organization/Intervenor

AMENDMENT OF CERTIFICATION

Pursuant to Section 2422.2(c) of the Regulations of the Federal Labor Relations Authority, a petition was filed seeking to amend the certification by changing the name of the certified exclusive representative from National Federation of Federal Employees, Local 108 (NFFE Local 108) to the American Federation of Government Employees (AFGE).

On October 31, 1996, the undersigned issued a Decision and Order on the petition finding that the amendment of certification reflecting NFFE Local 108's change in affiliation from NFFE Local 108 to AFGE was proper on the basis that NFFE Local 108 had effectively complied with the procedures for a change in affiliation.

On December 30, 1996 the National Federation of Federal Employees (Intervenor) filed an Application for Review pursuant to Section 2422.31 of the Regulations of the Federal Labor

Relations Authority. Thereafter, on February 21, 1997 the Authority denied the Application for Review.

Pursuant to the authority vested in the undersigned,

IT IS HEREBY ORDERED that the certification be, and it hereby is, amended by changing the name of the certified exclusive representative from National Federation of Federal Employees Local 108, to the American Federation of Government Employees (AFGE) for the following bargaining unit:

INCLUDED: All professional and non-professional employees employed by the United States Department of Agriculture, Farm Service Agency in the States of Arkansas.

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

Federal Labor Relations Authority



Susan E. Jelen, Acting Regional Director
Federal Labor Relations Authority
Dallas Region
525 Griffin Street, Suite 926, LB 107
Dallas, Texas 75202

Dated: April 3, 1997

CERTIFICATE OF SERVICE
Case No. DA-RP-60053

I hereby certify that a copy of the AMENDMENT OF CERTIFICATION, issued by Susan E. Jelen, Acting Regional Director, was sent to the following parties by regular mail.

Sharon Pinnock, Director
Membership and Organization
American Federation of Government Employees
80 F Street, N.W.
Washington, DC 20001

Betty Vaughn, President
NFFE Local 108
P.O. Box 731
Hope, AR 71802

Leslie Deak, Attorney
NFFE
1016 16th Street, NW
Washington, DC 20036

Sam Gill, LRS
USDA, FSA
P.O. Box 419205
Kansas City, MO 64141-6205

Nancy Anderson Speight
Director of Program Development
Office of the General Counsel
Federal Labor Relations Authority
607 14th Street, NW, Suite 210
Washington, D.C. 20424-0001


Dated at Dallas, Texas this 3rd day of April 1997.

FEDERAL LABOR RELATIONS AUTHORITY
DALLAS REGION

U.S. DEPARTMENT OF THE AGRICULTURE
FARM AND FOREIGN AGRICULTURAL SERVICE
FARM SERVICE AGENCY
IN THE STATE OF ARKANSAS
- Agency

and

CASE No. DA-AC-60022

NATIONAL FEDERATION OF FEDERAL
EMPLOYEES, LOCAL 108
- Labor Organization

DECISION AND ORDER
ON
REQUEST FOR CERTIFICATION OF VOLUNTARY AGREEMENT

This case is before the undersigned Regional Director of the Federal Labor Relations Authority on a request filed by the U.S. Department of Agriculture (the Agency), pursuant to Section 291 of the Federal Crop Insurance Reform and Department of Agriculture Reorganization Act of 1994 (the Act).¹ The Act contains successorship provisions concerning existing bargaining units certified under Chapter 71 of Title 5, United States Code, which are affected by changes resulting from the exercise of the Secretary of Agriculture's authority under the Act. The Agency requests the Federal Labor Relations Authority (Authority) certify the parties' agreement on a new appropriate unit created as a result of the Secretary's exercise of authority under the Act and the parties' agreement on the exclusive representative for the new unit.

¹ On November 28, 1994, Regional Directors of the Federal Labor Relations Authority were delegated the authority to certify, subject to Section 291(b)(2)(A) of the Act, the terms of voluntary agreements entered into pursuant to Section 291 of the Act. 59 Fed. Reg. 61615-61616 (December 1, 1994)

On June 7, 1971, the National Federation of Federal Employees, Local 108 (Union) was certified as the exclusive representative for the following unit of Farmer's Home Administration (FmHA) employees:

INCLUDED: All professional and nonprofessional employees, full and part time, of the Farmers Home Administration under the direction of the State Director of Arkansas.

EXCLUDED: All management officials, temporary employees, employees engaged in Federal Personnel work in other than a purely clerical capacity, and supervisors, and guards as defined in Executive Order 11491.

The bargaining unit consisted of approximately 234 employees.

In accordance with the Act, the FmHA Arkansas was reorganized into two new components. Approximately 80 unit employees were transferred to the Farm Service Agency (FSA). The remaining unit employees were transferred to the Rural Economic and Community Development (RECD).² The FSA employees carry out a majority of the functions previously performed by FmHA Arkansas. The employees work in the same locations, are subject to the same personnel policies and practices, and are serviced by the same personnel office. On December 19, 1995, consistent with Section 291 of the Act,³ the parties agreed on a new bargaining unit consisting of the FSA Arkansas employees and signed a Memorandum of Understanding that defined the Union's bargaining unit as follows:

INCLUDED: All professional and non-professional employees employed by the United States Department of Agriculture, Farm Service Agency in the State of Arkansas.

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

² The employees who transferred to the RECD are not subject to this petition.

³ Section 291 of the Act provides, in relevant part, that: If the exercise of the Secretary [of Agriculture]'s authority under this title results in changes to an existing bargaining unit that has been certified under Chapter 71 of Title 5, United States Code, the affected parties shall attempt to reach a voluntary agreement on a new bargaining unit and an exclusive representative for such unit.

⁴ A typographical error in the Memorandum of Understanding that professional employees were excluded has been corrected by the parties.

A copy of the parties' Memorandum of Understanding is attached as Appendix A.

As noted, the parties agree that the Union is the exclusive representative of the bargaining unit of FSA Arkansas employees consisting of approximately 80 employees, the majority of whom the Union previously represented at FmHA. No objection has been raised by any party as to the voluntary agreement of the Agency to recognize the Union as the exclusive representative of the employees of FSA Arkansas. Moreover, the record reveals that no other labor organization previously represented any of the employees in the bargaining unit of FSA Arkansas employees.

Based on the foregoing, noting the voluntary agreement of the Agency to recognize the Union as the exclusive representative of the employees in the FSA Arkansas bargaining unit, and lacking any evidence that the criteria set forth in Section 291(a)(2) of the Act have not been met or that a valid election has been conducted involving employees included in the unit proposed for certification, I find that the terms of the parties' agreement dated December 19, 1995, may be certified as requested.

According to Section 291(b)(3)(B) of the Act, any action taken by a Regional Director pursuant to the delegation in Section 291(b)(3)(A) will be subject to review under the provisions of Section 7105(f) of Title 5, United States Code, in the same manner as if such action had been taken under Section 7105(e) of such title, except that in the case of a decision not to certify, such review will be required if an affected party has filed application for review within the time specified in such provisions.

Having found that the voluntary agreement to certify the FSA Arkansas bargaining unit may be granted as requested, the parties are advised that this Decision and Order becomes the final and binding action of the Authority:

(1) If no affected party, as defined in Section 291(c) of the Act, files an application for review of the Regional Director's Decision and Order with the Authority within sixty (60) days after the Regional Director's Decision and Order; or

(2) If the Authority does not undertake to grant review of the Regional Director's Decision and Order to certify within sixty (60) days after the filing of a timely application for review.

Pursuant to Section 291(b)(3)(B) of the Act, review shall automatically be granted upon the timely application for review by an "affected party" of any decision not to certify. All other applications for review of Decisions and Orders of a Regional Director shall be filed and processed in accordance with 5 C.F.R. § 2422.17.⁵

The Authority's granting of review upon the timely filing of an application for review of a Regional Director's Decision and Order will not operate as a stay of such action ordered by the Regional Director, unless specifically ordered by the Authority. If the Authority grants review, the Authority may affirm, modify, or reverse any action reviewed.

March 23, 1996



JAMES E. PETRUCCI
Regional Director, Dallas Region
Federal Labor Relations Authority
525 Griffin Street, Suite 926, LB 107
Dallas, TX 75202-1906

⁵ Absent an appeal, or if one is filed and such is denied or not granted, this Decision and Order and Appendix will constitute the certification.

SERVICE SHEET

I certify that I have served the parties listed below a copy of the Decision and Order in
Case No. DA-AC-60022:

Matthew Raphael, Program Manager, Labor Relations
U.S. Department of Agriculture
Office of Personnel
AG Box 9616
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Betty A. Vaughn, President
NFFE Local 108
P.O. Box 731
Hope, AR 71801

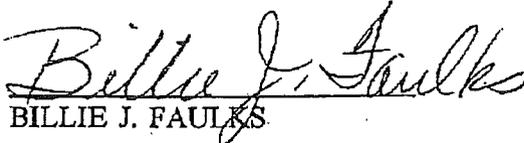
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Nancy A. Speight, Director of Program Development
Federal Labor Relations Authority
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Washington, D.C. 20424-0001 (Regular Mail)

David L. Feder, Deputy General Counsel
Federal Labor Relations Authority
607 14th Street, N.W., Suite 210
Washington, D.C. 20424-0001 (Regular Mail)

DATED THIS 27TH DAY OF MARCH 1996 AT DALLAS, TEXAS


BILLIE J. FAULKES

MEMORANDUM OF UNDERSTANDING
CONCERNING UNION SUCCESSORSHIP

between

USDA, FARM AND FOREIGN AGRICULTURAL SERVICE

FARM SERVICE AGENCY

IN THE STATE OF ARKANSAS

and

NATIONAL FEDERATION OF FEDERAL EMPLOYEES LOCAL 108

SECTION I. AGREEMENT

The undersigned hereby agree, in accordance with the provisions of the Federal Crop Insurance and Department of Agriculture Reorganization Act of 1994 (Act), that successorship should be granted to NATIONAL FEDERATION OF FEDERAL EMPLOYEES LOCAL 108 for the bargaining unit described in Section III of this agreement. We jointly seek certification of this unit and exclusive representative from the Federal Labor Relations Authority (FLRA) under the provisions of the Act and the Federal Labor Management Relations Statute (Statute).

SECTION II. EXISTING AFFECTED UNITS

On June 7, 1971, NATIONAL FEDERATION OF FEDERAL EMPLOYEES LOCAL 108 was certified as the exclusive representative for the following unit:

INCLUDED: All professional and nonprofessional employees, full and part time, of the Farmers Home Administration under the direction of the State Director of ARKANSAS.

EXCLUDED: All management officials, temporary employees, employees engaged in Federal Personnel work in other than a purely clerical capacity, and supervisors, and guards as defined in Executive Order 11491.[Case 64-1342-RO]

SECTION III. SUCCESSOR UNIT

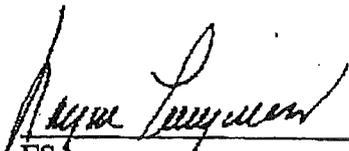
A bargaining unit will be created for all eligible employees of the Farm Service Agency in the state of ARKANSAS and will be described as follows:

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

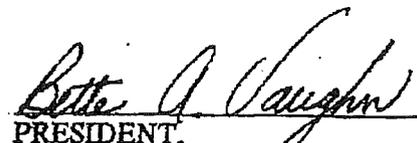
SECTION IV. EXCLUSIVE REPRESENTATIVE

The exclusive representative for the unit described will be NATIONAL FEDERATION OF FEDERAL EMPLOYEES LOCAL 108.

Agreed on this 19th day of December, 1995.



FSA



PRESIDENT,
NATIONAL FEDERATION OF
FEDERAL EMPLOYEES LOCAL 108



VICE-PRESIDENT,
NATIONAL FEDERATION OF
FEDERAL EMPLOYEES LOCAL 108

MEMORANDUM OF UNDERSTANDING
CONCERNING UNION SUCCESSORSHIP

between

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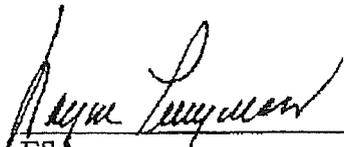
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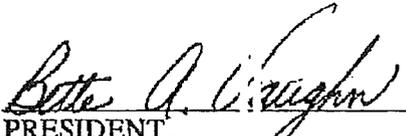
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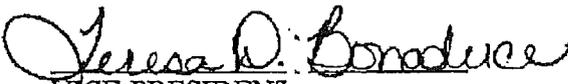
Agreed on this 19th day of December, 1995.



FSA



PRESIDENT,
NATIONAL FEDERATION OF
FEDERAL EMPLOYEES LOCAL 108



VICE-PRESIDENT,
NATIONAL FEDERATION OF
FEDERAL EMPLOYEES LOCAL 108

PREAMBLE

Pursuant to the policy set forth by Title 5 U.S. Code regarding federal labor-management relations, the following articles of this basic agreement, together with any and all supplemental agreements and/or amendments which may be agreed to at later dates, constitute a total agreement by and between the United States Department of Agriculture, Farmers Home Administration, Little Rock, Arkansas, hereinafter referred to as the EMPLOYER and the National Federation of Federal Employees, Local 108, hereinafter referred to as the UNION for the employees in the unit described below, hereinafter referred to as the EMPLOYEES.

ARTICLE 1 - GENERAL PROVISIONS

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

1.2 UNIT: All professional and non-professional employees, full and part time, of the Farmers Home Administration under the direction of the State Director of Arkansas except management officials, temporary employees, employees engaged in Federal personnel work in other than a purely clerical capacity and supervisors and guards, as defined in the Civil Service Reform Act of 1978.

1.3 DEFINITIONS:

- (a) AMENDMENTS: Modifications to the basic Agreement to delete, or to change portions, sections, or articles of the Agreement.
- (b) ADVERSE ACTION: Removal, suspensions of more than fourteen (14) days, reduction in grade, reduction in pay, or furlough for thirty (30) days or less.
- (c) AGENCY: The Farmers Home Administration, U.S. Department of Agriculture.
- (d) AUTHORITY: The Federal Labor Relations Authority as established by the Civil Service Reform Act of 1978.
- (e) CAREER ENHANCEMENT: A systematic management effort to develop career opportunities for employees below grade GS-9 who are in a position or occupational series not enabling them to realize their full work potential.

- (f) DISCIPLINARY ACTION: Suspensions of fourteen (14) days or less and letters of caution, warning or reprimand.
- (g) EMERGENCY SITUATION: An emergency situation is one which poses sudden immediate and unforeseen work requirements for the Employer as a result of natural phenomena, or other circumstances beyond the Employer's control or ability to anticipate.
- (h) EMPLOYEES: Employees of the bargaining unit as described in Article 1.2.
- (i) EMPLOYER: The Farmers Home Administration, U.S. Department of Agriculture, Arkansas.
- (j) GRIEVANCE: Any complaint:
- (1) by any employee concerning any matter relating to the employment of the employee; or
 - (2) by any labor organization concerning any matter relating to the employment of any employee; or
 - (3) by any employee, labor organization, or agency concerning:
 - (i) The effect or interpretation, or claim of breach, of a collective bargaining agreement; or
 - (ii) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- (k) IMPASSE: The failure or inability of the representatives of the Employer and the Union to reach agreement during the bargaining process.
- (l) IMPACT BARGAINING: The obligation of the Employer and the Union to negotiate procedures and appropriate arrangements for bargaining unit employees adversely affected by the exercising of management's rights.
- (m) MANAGEMENT OFFICIAL: An individual employed by the Agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence The policies of the Agency.

- (n) COLLECTIVE BARGAINING: Collective bargaining means the performance of the mutual obligation of representatives of the Employer and the Union to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting such employees and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached.
- (o) SUPERVISOR: An individual employed by the Employer having authority in the interest of the Employer to hire, direct, assign, promote, reward, transfer, furlough, lay off, recall, suspend, discipline, or remove employees to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgement.
- (p) SUPPLEMENTS: Additional articles negotiated during the term of The basic Agreement.
- (q) UNION: The National Federation of Federal Employees, Local 108.
- (r) UNION REPRESENTATIVE: Elected or appointed officials of the National Federation of Federal Employees Local 108, including stewards, and other designated representatives, including but not limited to, staff members of the National Headquarters of the National Federation of Federal Employees.

ARTICLE 2 - PROVISIONS OF LAW AND REGULATIONS

2.1 LAWS AND REGULATIONS: In the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws and regulations of outside authorities including policies set forth in the Federal Personnel Manual, Department of Agriculture Personnel Manual (DPM); by published agency policies and regulations in existence at the time the agreement was approved; and by subsequent published agency policies and regulations required by law or by the regulations of outside authorities or authorized by the terms of a controlling agreement at a higher agency level.

ARTICLE 3 - NEGOTIATIONS

3.1 SCOPE OF NEGOTIATIONS: Subjects appropriate for negotiation between the parties are personnel policies and practices and other matters relating to or affecting working conditions of employees within the unit. The Employer agrees to negotiate with the Union on any new policy or change in established policy prior to implementation. If the change itself is not subject to negotiations, its impact upon employees and procedures for implementing the change will be negotiated. The Employer agrees to give adequate notice to the Union and an opportunity to negotiate any new policy or change in established policy which is proposed during the life of the agreement. Negotiation of procedures to implement decisions which are management rights and impact bargaining on those decisions will also be handled in accordance with this section.

3.2 NEGOTIABILITY QUESTION: The Union has the right to proceed on a negotiability question to the Federal Labor Relations Authority in accordance with Section 7105 (a) (2) (E) of Title 5 U.S. Code and the regulations of the authority and Section 7117 (a), (b), and (c) of Title 5 U.S. Code.

3.3 EXISTING MUTUALLY ACCEPTABLE WORKING CONDITIONS: Present personnel policies and practices affecting the conditions of the employment of unit employees which are within the authority of the Employer and which are not specifically mentioned in this agreement will remain in effect during the term of the agreement; however, the Employer retains the right to stop or eliminate personnel policies and practices which are contrary to law or regulations of higher authority, or which emergency situations cause to be detrimental or to hamper in any manner the operation of the Employer. Except in emergency situations, the Employer will offer to negotiate the impact of such changes on unit employees prior to implementing the changes.

3.4 BOUNDARIES IN NEGOTIATIONS: In regard to negotiations, Article 2.1, Article 3.1, and Article 4.1 of this Agreement set forth the general boundaries and indicate prerogatives that must be retained by the Employer in order to fulfill its responsibilities for efficient management. However, these limitations on negotiations do not prevent the Union from submitting its views to officials of the Executive Branch, the Congress, or other appropriate authority, or from having its views considered in the formulation of laws, directives, and regulations which affect Federal personnel management.

Both parties to this Agreement have the responsibility of conducting negotiations and other dealings in good faith and in such manner as will further the public interest. Names of the members and alternates on each negotiating committee will be exchanged by the parties seven days prior to the beginning of negotiations. Any changes regarding committee membership will be submitted to the other party as soon as possible, but prior to the beginning day's negotiation in that particular negotiation session. Bargaining unit employees negotiating during regular duty hours on behalf of the Union will be on official duty time.

When the Employer believes that a matter is non-negotiable, it will immediately advise the Union. The Union has the right to appeal to the Authority in accordance with the Authority's regulation.

All agreements or amendments and supplements to this collective bargaining agreement are subject to review and approval by the Director of Personnel, Office of the Secretary, Department of Agriculture.

ARTICLE 4 - RIGHTS OF EMPLOYER, UNION AND EMPLOYEES

4.1 MANAGEMENT RIGHTS: Nothing in this agreement shall affect the authority of any management official:

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

- (c) Nothing in this section shall preclude the agency and the Union from negotiating;
- (1) at the election of the agency, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
 - (2) procedures which management officials of the agency will observe in exercising any authority under this article;
 - (3) appropriate arrangements for employees adversely affected by the exercise of any authority under this article by such management officials.

4.2 RIGHTS OF THE UNION: The Union shall have the right to present its views to the Employer on matters of concern either orally or in writing, and to negotiate with respect to personnel policies and practices and matters affecting working conditions pertaining to employees covered by this agreement. An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at:

- (a) Any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representative concerning any grievance or any personnel policy or practice or other general condition of employment; or
- (b) Any examination of an employee in the unit by a representative of the agency in connection with an investigation if:
 - (1) The employee reasonably believes that the examination may result in disciplinary action against the employee; and
 - (2) The employee requests representation.

Any agency and any exclusive representative in the unit in the agency, through appropriate representatives, shall meet and negotiate in good faith for the purpose of arriving at a collective bargaining agreement.

4.3 RIGHTS OF THE EMPLOYEES: Each Employee shall have the right to form, join, or assist labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this agreement such rights include:

- (a) The right to act for a labor organization in the capacity of a representative and the right, in that capacity to present the view of the labor organization to heads of Agencies and other officials of the executive branch of Government, the Congress, or other appropriate authorities. These activities will not take place on official duty time.
- (b) The right to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this agreement.

The Employer and the Union agree that there will be no interference, restraint, coercion or discrimination against employees for exercising rights granted by law, rule or regulation or this collective bargaining agreement.

All employees are entitled to assistance and representation by the Union without regard to labor organization membership. Nothing in this agreement shall require an employee to become or to remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary, written authorization by a member for payment of dues through payroll deductions.

Each employee or group of employees, regardless of Union membership, shall have the right to bring matters of personal concern to the attention of appropriate officials in accordance with applicable law, rules, regulations, or established employer policy or this collective bargaining agreement.

ARTICLE 5 - UNION AND EMPLOYEE REPRESENTATION

5.1 UNION STEWARDS: The Employer will recognize one steward per district one for the State Office and additional stewards not to exceed 15 stewards appointed by the Union. Assignments will be made, as much as possible, consistent with adequate representation, to minimize official time spent on Union business.

Each steward will represent employees regularly assigned to the specific area the Union has designated; however, the employer recognizes that there may be instances or circumstances that necessitate temporary designation of a steward who is not an employee's regular steward. The Union will make every effort to limit these situations.

The Union will notify the Employer of any changes in steward appointments and will submit a complete list of stewards each January to the Employer.

Stewards will receive and investigate (but not solicit) complaints or grievances during duty hours, being expected to be judicious in the time spent on such matters.

The Employer will recognize the representatives of the Union, and shall be kept advised in writing by the Union of the names and titles of its officers, stewards, and National representatives.

5.2 UNION REPRESENTATION: The Union shall be given the opportunity to be represented at formal discussions between management and bargaining unit employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the unit.

5.3 NON-FARMERS HOME ADMINISTRATION EMPLOYEES: Employer agrees that National representatives of Union will be admitted to the Farmers Home Administration office to meet with the Employer or Union officials during working hours for purposes other than solicitation of membership dues or other internal business of the Union. It is agreed that the Union will notify the Employer prior to these visits.

5.4 EMPLOYEE'S CORRESPONDENCE: When the Union is designated as the representative of an employee in any complaint, grievance, adverse action or allegation of discrimination, management will address all correspondence to the employee; concurrently, a copy of the correspondence will be sent to the designated Union representative. Employer will make every effort to ensure that all correspondence to the employee and his/her Union representative will be sealed in an envelope marked "to be opened by addressee only".

ARTICLE 6 - GRIEVANCES

6.1 PURPOSE: The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances filed by bargaining unit employee(s), the Union or the Employer.

The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner that will maintain the self-respect of the employee and maintain the efficiency of the Employer. To accomplish this the parties will attempt to settle grievances expeditiously and at the lowest level possible. Employees and their representatives will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal, consistent with Title 5 U.S. Code and this collective bargaining agreement in seeking adjustments of grievances.

6.2 SCOPE:

(a) "Grievance" means any complaint

- (1) by any employee concerning any matter relating to the employment of the employee;
- (2) by any labor organization concerning any matter relating to the employment of any employee; or
- (3) by any employee, labor organization, or agency concerning
 - (i) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
 - (ii) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

(b) The following matters are excluded from the scope of this procedure:

- (1) A violation relating to prohibited political activities;
- (2) Retirement, life insurance, or health benefits insurance;
- (3) A suspension or removal for national security reasons;
- (4) Any examination, certification or appointment;
- (5) Classification of position which does not result in reduction in grade or pay for the employee;
- (6) Separation of probationary employees;
- (7) Reduction In Force of competitive service employees; and
- (8) EEO.

6.3 INITIATION: A grievance may be initiated by employee(s) covered by this agreement and/or their Union Representative, the Union or the Employer. This procedure shall be the exclusive procedure utilized in adjusting such grievances. The Union, the employee (himself/herself) or a Union approved individual shall be the only employee representative.

An employee(s) may present a grievance on his/her own behalf without a Union representative. In such situations, the Union shall have the right to have a representative be present during the grievance proceedings. The adjustment must be consistent with the terms of this Agreement.

6.4 THRESHOLD ISSUES: The Employer or the Union may raise questions of grievability or arbitrability of a grievance. All dispute of grievability or arbitrability will be referred to as the threshold issue to arbitration. The arbitrator will resolve these issues.

6.5 PROCEDURES: Step 1: Employee(s) who believe they have a grievance will present it in writing to their immediate supervisor or the management official/supervisor who took or failed to take an action which gave rise to the grievance within 30 days after the incident or event or the date the employee first became aware of the matter. Within 10 days from receipt of the grievance, or the date of the meeting held, whichever is later, the immediate supervisor/management official will issue a decision in writing to the employee either granting, modifying, or denying the relief sought. The decision will notify the employee of the name and location of the next grievance step official with whom to proceed if necessary.

Step 2: The employee may grieve in writing to the next level supervisor/management official within 15 days after the Step 1 decision was or should have been issued. Upon request the supervisor/management official will meet with the grievant(s) and/or representative within 10 days to discuss the grievance. Within 10 days from the receipt of the grievance or the date of the meeting held, whichever is later, the supervisor/management official will issue a decision in writing. The decision will notify the employee of the right to file the grievance with the State Director if the State Director was not the management official at Step 2 and the employee is not satisfied with the Step 2 decision.

Step 3 (If necessary): The employee may grieve the decision of the Step 2 supervisor/management official to the State Director for resolution. Upon request the State Director or designee will meet with the grievant(s) and/or Union Representative within 10 days to discuss the grievance. Within 15 days from the receipt of the grievance, or the date of the meeting held, whichever is later, the State Director will issue a decision in writing.

6.6 REFERRAL TO ARBITRATION: If the grievance is not satisfactorily settled at Step 2 or 3, the Union may refer the matter to Arbitration.

6.7 TIME LIMITS: Failure of the Employer to observe the time limits stated in his grievance procedure shall, at the election of the grievant, advance the grievance to the next step including Arbitration. Failure of the Union or Employee to observe the time limits will constitute termination of the grievance. All time limits in this Article may be extended by mutual agreement.

6.8 SERVICE OF DECISIONS: Grievance decisions will be served directly upon the employee either by mail or in person with a copy to the Union representative. Employer will make every reasonable effort to ensure that all envelopes are marked "to be opened by addressee only". Proof of service shall be: (1) a return post office receipt executed by the person served; or (2) a written acknowledgement from the person served when hand delivered.

6.9 EMPLOYER-UNION GRIEVANCES: Issues between the Union and the Employer will be raised in writing in a Complaint within 15 days of the incident giving rise to the issue or the date the grieving party became aware of it. The issue will be discussed informally within 15 days between the Union and the Employer. An answer in writing will be issued within 10 days of the Complaint or the meeting, whichever is later.

ARTICLE 7 - ARBITRATION

7.1 CONDITIONS FOR INVOKING ARBITRATION: Arbitration may only be invoked by the Employer or the Union under the following conditions:

- (a) The Union may invoke arbitration within 30 calendar days after issuance of the Employer's final decision under Article 6.
- (b) The Union or the Employer may invoke arbitration within 30 calendar days after either party has determined that a satisfactory settlement cannot be reached in resolving disagreements under Article 6.

7.2 SELECTING AN ARBITRATOR: The party invoking arbitration will request the Federal Mediation and Conciliation Service to furnish the parties a list of five (5) impartial persons qualified to act as arbitrators. An information copy of the request will be sent to the other party. The Employer and the Union shall agree, within ten (10) working days after receipt of the list, upon one of the listed arbitrators. If they cannot agree, they will each strike one name from the list and shall repeat the procedure. The remaining individual shall be the duly selected arbitrator. The arbitrator's decision shall be binding on the parties, unless either party files exceptions to an award with the Federal Labor Relations Authority under regulation prescribed by the Authority.

Either party may seek judicial review of the arbitrator's decision or matters which could have been appealed to the Merit Systems Protection Board within thirty (30) days of the issuance of the decision. Such review will be sought in the United States Court of Appeals for the Federal Circuit in accordance with the provisions of Section 7703 of Title 5 U.S. Code. The fees and expenses of the arbitrator and other necessary expenses shall be borne equally by the parties. If either party desires its own copy of a transcript of an arbitration hearing, the party is solely responsible for paying for its own copy of the transcript.

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

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

ARTICLE 8 - BASIC WORKWEEK - HOURS OF WORK - OVERTIME

ARTICLE 8 - BASIC WORKWEEK - HOURS OF WORK - OVERTIME

8.1 BASIC WORK WEEK: The basic workweek shall be forty (40) hours, consisting of eight (8) hours in each of the days, Monday through Friday, unless an employee is working under the provisions of Section 8.3, Compressed Work Schedule.

8.2 FLEXTIME: Each employee will be entitled to Flextime as described in FmHA Instruction 2051-G dated April 24, 1991.

8.3 COMPRESSED WORK SCHEDULE: Employees participation will be in accordance with FmHA Instruction 2051-G, Exhibit A. The Compressed Work Schedule (CWS) Program must operate in a manner, to ensure that offices and facilities are adequately staffed during business hours and at times required to fulfill the agency's mission. Participation is voluntary in offices authorized to use CWS.

AGREEMENT BETWEEN AFGE LOCAL 108 AND
USDA, FARM SERVICE AGENCY, ARKANSAS
ARTICLE 8, OF THE LABOR-RELATIONS
MANAGEMENT AGREEMENT
EFFECTIVE OCTOBER 11, 2001

ARTICLE 8 – BASIC WORKWEEK – HOURS OF WORK – OVERTIME

Section A. General

1. Employees and managers work to carry out the overall mission of the Agency, by providing professional, technical, and clerical services to internal and external customers. This article has been amended to give recognition to the mutual need for coverage and flexibility, and to address issues and concerns that have arisen and, to the extent foreseeable, will arise as employees and managers continue working together to accomplish the work of the Agency.
 - a. Employees may request authorization to work one of the three schedules established in this article. The variety of schedules provides for more flexibility than has previously been available to employees, but has the potential to require employees to increase their span of responsibility. Employees who want to establish or make a permanent change to an alternative work schedule, shall make the request by submitting the appropriate form to their supervisors no later than close of business on the Tuesday before the pay period for which they wish the schedule to be effective. An employee may make a permanent change up to four (4) times within a calendar year.
 - b. If two or more employees' work schedule requests conflict so that to approve both/all the requests would result in inadequate office coverage during the work day, or undue delays or interruptions to Agency business operations, or the failure, delay, or interruption in completing a critical mission of the Agency, the supervisor will meet with the affected employees and return the form to each employee with the request that the employees reach agreement among themselves, if possible. If the employees are unable to reach agreement by noon on the Thursday before the pay period in which the employees wish the requested schedules to be effective, the supervisor by close of business on Thursday will approve or disapprove the work schedules.
 - c. A supervisor may, after giving timely notice to affected employees, make a temporary change to an employee's work schedule (including scheduled days off) for any work-related exigency - - including, but not limited to, to ensure required attendance at meetings, training, travel; to alleviate inadequate office coverage during the established work day; to provide required services to internal or external customers; to compensate for temporary staffing shortages or changes; or to fulfill special needs of the Agency. Timely notice is defined to mean as soon

as practicable after the supervisor has determined a change is required. The parties understand that the amount of notice practicable in each instance will vary according to the circumstances. Supervisors shall consider the affected employees' need to make corresponding changes in their personal affairs to accommodate the Employer.

- d. An employee may request a temporary change to the work schedule (including scheduled days off) for personal reasons or for any work-related exigency—including, but not limited to, ensuring required attendance at meetings, training, travel; providing required services to internal or external customers; or fulfilling special needs of the Agency. Such request for change must be submitted on the appropriate form and approved by the supervisor in advance.
- e. For changes where an employee is required to work on his or her scheduled day(s) off the employee will be permitted to schedule alternative day(s) off during the pay period, be paid overtime or accrue compensatory time, or revert to the standard work schedule of ten eight (8) hour days for the pay period.
- f. A supervisor may temporarily cancel (90 days or less) an alternative work schedule for an employee, work unit, or part of a work unit when:
 1. an employee would be unable to complete the requirements of the position;
 - the office would have inadequate coverage during established Agency business hours;
 - the work unit's business operations would be unduly delayed or interrupted; or
 - a critical mission of the Agency would not be accomplished or would be unduly delayed or interrupted.

For Agency directed permanent work schedule changes, except in emergency situations, a change to an employee's schedule may not be implemented without first giving the employee and the Union at least 2 weeks notice prior to the change. In particular circumstances, the Union may waive its right to the 2-week notice period. A change made by the Agency will not count as one of the four changes allowed by the employee.

- g. Credit hours are credit for work performed by an employee on a Maxiflex schedule in excess of their scheduled tour of duty on any scheduled workday for work performed between 6:00 a.m. and 6:00 p.m. Monday through Friday in order to vary the length of a subsequent workday or workweek. Credit hours may be earned after 6:00 p.m. to 12:00 a.m. to attend voluntary night meetings with supervisory approval.
 - Work performed for credit hours is differentiated from overtime work, which is ordered or directed by the Employer. Work performed for credit hours will

not be converted to or compensated as, overtime work, nor is it subject to the rules and regulations of overtime work.

1. Employees on a Maxiflex schedule will be permitted to earn credit hours, subject to the following limitations:
 - (i) Working credit hours is at the employee's discretion; they cannot be ordered or directed by the supervisor.
 - (ii) Prior supervisory approval is required since the supervisor must determine that appropriate work is available.
 - (iii) There is no limit on the number of credit hours that may be earned in a workday so long as the total credit hours and regular tour of duty do not exceed 12 hours (exclusive of lunch period.)
 - (iv) Credit hours will not be earned on a non-workday.
 - (v) Credit hours can be earned and used in fifteen (15) minute increments.
 - (vi) Employees shall indicate their times worked for the credit hour period through applicable time and attendance procedures.
 - (vii) An employee cannot carry over from one pay period to the next more than twenty-four (24) unused credit hours.
 - (viii) Employees cannot be forced to use credit hours. Employees cannot be forced to earn credit hours. Employees approved to work overtime may elect to earn credit hours consistent with this article.
 - (ix) Employees who have earned credit hours may request time off during their regularly scheduled work hours. Use of credit hours shall be subject to advance supervisory approval, in the same manner as leave, and will be scheduled so as to avoid disruption to the work of the work unit and to minimize the number of employees in a work unit who are off on any given workday (e.g., Supervisors may take into account scheduled leave of other employees in the work unit and scheduled days off for employees in the work unit in considering an employee's request to use accumulated credit hours).
 - (x) Use of credit hours may be requested in combination with approved leave and/or compensatory time off. Credit hour use may be requested in fifteen (15) minute increments. Credit hours use will be requested on Form SF-71, Request for Leave or Approved Absence. Employees should check the "Other" block on the SF-71 and write in "Credit Hours."
 - (xi) Credit hours may not be earned for working during the lunch period. Use of credit hours may be requested to extend a lunch period.
 - (xii) Credit hours must be earned before they are used.
 - (xiii) Unused credit hours will be compensated at the applicable rate in effect at the time of separation of the employee from the Agency, for whatever reason, including retirement.
 - (xiv) Credit hours may not be used to create entitlement for a shift differential or other premium pay.

- (xv) Credit hours may not be earned on Saturday, Sunday, holidays, or any other nonworkday; during core hours; or while traveling, i.e., driving a car, but can be earned for work performed while in travel status per OPM regulation.

h. Holidays:

1. When a Federal holiday falls on an employee's scheduled workday, the employee is entitled to holiday leave according to the following:
 - (i) for employees on a Compressed Work Schedule, the total number of hours scheduled for that day. For example, if a holiday falls on Monday and the employee is scheduled to work nine (9) hours, the employee will be paid nine (9) hours for the holiday.
 - (ii) For employees on Maxiflex, Flexitour, or Standard Work Schedules, the employee is entitled to 8 hours holiday leave.
2. When a Federal holiday occurs on a full-time employee's scheduled day off or compressed day off, the employee is entitled to:
 - (i) holiday leave for the workday immediately preceding the holiday as their "in lieu of holiday";
 - (ii) holiday leave for the immediately succeeding Tuesday if the employee's scheduled day off is Monday and any of the following days fall on the preceding Sunday: January 1, July 4, November 11, or December 25.
3. When a federal holiday occurs on a day that a part-time employee is:
 - (i) not scheduled to work, the employee is not entitled to holiday leave;
 - (ii) scheduled to work, except that the part-time employee is entitled to the smaller of the number of hours scheduled for that day or 8 hours.
4. When an employee works on a holiday they will be entitled to:
 - (i) Maxiflex- a full-time employee who performs non-overtime work on a holiday (or a day designated as the "in lieu of" holiday) is entitled to their basic rate of pay plus premium pay for that holiday work. Holiday premium pay is limited to a maximum of 8 hours, regardless of the employee's scheduled tour for that day. A part-time employee is entitled to holiday premium pay only for work performed during their basic work requirement on a holiday (not to exceed 8 hours).
 - (ii) Flexitour- a full-time employee who performs non-overtime work on a holiday is entitled to their basic rate of pay plus premium pay for that holiday work. A part-time employee is entitled to holiday premium pay only for work performed during their basic work requirement on a holiday (not to exceed 8 hours)
 - (iii) Compressed Work Schedule- a full-time and part-time employee, for non-overtime work is limited to the number of hours normally

scheduled for that day. A part-time employee scheduled to work on a day designated as an "in lieu of" holiday for full-time employees is not entitled to holiday premium pay for work performed on that day.

i. Court/Military Leave

1. When an employee goes on court/military leave, the employee shall be paid for a standard 8-hour workday for each day for which court/military leave is required. For military leave purposes, employees will be charged military leave to the extent to which it is earned.
2. If an employee receives notification after starting the pay period that the employee is scheduled for military/court leave later during the same pay period, or if the military/court leave requirement is not for an entire pay period, the employee may request to use provisions of one of the available alternative work schedules to complete the pay period.

Section B: Definitions

1. Agency Business Hours: The official business hours of the Agency are 8:00 a.m. to 4:30 p.m. Monday through Friday.
2. Core Hours: The core hours are the designated hours (9:00 a.m. to 3:00 p.m.) during which all full-time employees must be present during their normal tour unless on approved leave, scheduled lunch period, or the tour of duty has been changed.
3. Regular Workday: Is established between the hours of 6:00 a.m. to 6:00 p.m.
 - a. Employees shall begin work each day no earlier than 6:00 a.m. but no later than 9:00 a.m. Employees must have completed their tour of duty no later than 6:00 p.m. Any time worked before 6:00 a.m. or after 6:00 p.m. must be approved overtime or compensatory time.
4. Lunch Break: A manager may not require an employee to work 6 hours or more without a lunch break. A 30, 45, or 60-minute lunch break may be requested by an employee within the lunch band.
5. Lunch Band: Is the band of time, between the hours of 11:30 a.m. to 1:30 p.m., that a lunch period may be scheduled.
6. Flexilunch: Employees on a Maxiflex Schedule may, with advance supervisory approval, expand their lunch break within the lunch band on any given day, provided arrival and/or departure times are adjusted an equivalent amount on that day.
7. Temporary Schedule Change: A temporary work schedule change, as used in this Article, means two pay periods or less time.

8. Permanent Schedule Change: A permanent work schedule change, as used in this Article, means a time period that exceeds two pay periods. Employee is allowed to make a permanent change up to four (4) times during a calendar year.
9. Credit Hours: Hours worked in excess of the basic work requirement at the employee's election and with supervisory concurrence. They shorten the length of another workday or workweek. Employees do not receive overtime pay for these extra hours. There is no limit on the number of credit hours that may be earned in a workday so long as the credit hours and regular tour of duty for that day do not exceed 12 hours (exclusive of lunch period). Full-time employees may accumulate no more than 24 credit hours at any time. Part-time employees may accumulate credit hours on a pro-rata basis. Part-time employees may accumulate no more than $\frac{1}{4}$ of the hours equal to their biweekly work requirement at any time. Employees on Standard, CWS or Flexitour may not earn credit hours.

Article 8.1 BASIC WORK WEEK: The basic workweek shall be forty (40) hours, consisting of eight (8) hours in each of the days, Monday through Friday, unless an employee is working under the provisions of Section 8.2 and Section 8.3.

Article 8.2 FLEXIBLE WORK SCHEDULES (FWS): Each employee is eligible for maxiflex or flexitour .

- a. Maxiflex: Employee must work an 80-hour pay period of ten (10) or fewer workdays per pay period (Monday – Friday). Workdays must be 6 hours to 10 hours in length exclusive of lunch period and must include all core hours on days scheduled to work except for the last day of the schedule once the 80-hour requirement has been met. Employee must complete form FSA-956AR, Field Office Work Schedule Request, to schedule hours of work and the supervisor must approve the FSA-956AR prior to the effective pay period. Employee may request to change the starting time each pay period choosing the time he/she will arrive each day, no earlier than 6:00 a.m. and no later than 9:00 a.m. Once a schedule is approved, employee must account for hours in the schedule except that arrival time may be flexed earlier or later up to 30 minutes on any given day, provided departure time is flexed an equivalent amount on that day, but not later than 6:00 p.m. Any other changes to the approved pay period schedule must be approved by the supervisor. Hours an employee works under Maxiflex schedule are to be recorded on a minute-to-minute basis using form FSA-958. Employees are eligible to earn credit hours.
- b. Flexitour: Employee is allowed to request daily starting and stopping times within the flexible hours between 6:00 a.m. and 6:00 p.m. Employees must work 8 hours a day, 5 days a week. Once selected the hours are fixed and do not flex.

Article 8.3: COMPRESSED WORK SCHEDULE: Employee works a fixed schedule which is established by the employee and approved by the supervisor. Employee must work an 80-hour pay period of fewer than 10 workdays per pay period (Monday- Friday). Workdays must begin no later than 9:00 a.m. and end no later than 6:00 p.m. Starting and ending times once established are fixed and do not change. Employees shall establish a schedule according to one of the following: The compressed work schedule program must operate in a manner, to ensure that offices and facilities are adequately staffed during business hours and at times required to fulfill the agency's mission. An office cannot be closed as a result of employees Non Work Day (NWD) without prior approval from the State Executive Director. Credit hours cannot be earned under CWS.

- a. 5/4/9: Employee establishes a schedule to work eight 9-hour days, one 8-hour day, and designates one (1) fixed compressed day off.
- b. 4/10: Employees established a schedule to work eight 10-hour days and designates two fixed compressed days off.
- c. Employees may request to participate in, make changes to, or cancel their participation in compressed work schedules using form FSA-956AR, up to four times per year. Temporary adjustments necessary in accordance with this Article are not considered a change for this purpose.

Work Schedules Available

Fixed Tour: Standard Work Schedule

Tour: 8:00 a.m. -4:30 p.m. daily
Nonwork day: Ineligible
Glide: Ineligible
Credit Hours: Ineligible
Flexilunch: Ineligible
Holiday Pay; 8 hours

Fixed Tour: Compressed Work Schedule

Tour: 5/4/9 or 4/10 as established
Nonwork day: 5/4/9: 1 day as established
4/10: 2 days as established
Glide: Ineligible
Credit Hours: Ineligible
Flexilunch: Ineligible
Holiday Pay: 5/4/9: 8 hours on short day
9 hours on long day
4/10: 10 hours

Fixed Tour: Flexitour

Tour: 8 hours daily
5 days a week with varying start and stop times
Nonwork day: Ineligible
Glide: Ineligible
Credit Hours: Ineligible
Flexilunch: Ineligible
Holiday Pay: 8 hours

Flexible Tour: Maxiflex

Tour: As scheduled with 6- to 10-hour days
Nonwork day: 1 or more as scheduled
Glide: 30 minutes
Credit Hours: Yes
Flexilunch: Yes
Holiday Pay: 8 hours

8.4 OVERTIME: Assignment of overtime is a management function. Overtime is not a right by reason of employment. Overtime work is authorized to meet agency needs. Employees will be expected to work overtime if requested; however, if an employee request to be excused from working overtime on a specific occasion, the supervisor will make an effort to accommodate the employee's request to be excused. Consistent with the paragraph, the Employer will assign overtime except emergency situations, among employees who have similar skills, abilities, and grad levels and are in the same organizational location. Time and attendance records showing the overtime distribution will be maintained. In no case will overtime work be assigned to any employee as a reward or punishment.

8.5 REST PERIODS: Employees shall be allowed two (2) paid rest periods; one rest period during the middle of the first time period, and one rest period during the middle of the second time period of each basic work day. Those rest periods will be limited to fifteen (15) minutes each. The approximate times of the rest period will be at the discretion of the Employer. Unless the work situation will not permit, these rest periods will be staggered so that all employees are not on rest periods at the same time, to enable the Employer to maintain continuous service to the public.

Reproduce Locally. Include form number and date on all reproductions.

FSA-956 - AR
(10-17-99)

U.S. DEPARTMENT OF AGRICULTURE
Farm Service Agency

PRIVACY ACT STATEMENT
Collection of your Social Security Number is authorized by Executive Order 12958 and will be used solely for the purpose of program identification. Furnishing this information is voluntary.

FIELD OFFICE WORK SCHEDULE REQUEST

PART A - GENERAL INFORMATION

1. Employee's Name		2. Social Security Number		3. Field Office	
4. Type of Requested Change? Permanent <input type="checkbox"/> Temporary <input type="checkbox"/>		5a. Effective Pay Period of Requested Change		5b. If Temporary, Enter PP to Return to Current Work Schedule	
				6. Employment Status FT <input type="checkbox"/> PT <input type="checkbox"/>	

PART B - CURRENT WORK SCHEDULE

<p>7. WORK SCHEDULE TYPE</p> <input type="checkbox"/> Maxiflex - Estimated arrival/departure with glide <input type="checkbox"/> CWS 5/4/9 - 80 hour pay period of eight 9-hour workdays plus one 9-hour workday - fixed arrival/departure. <input type="checkbox"/> Standard Flexitour - 40 hours per week and 10 workdays per pay period - fixed arrival/departure	8. WORK SCHEDULE DAYS (Enter "OFF" for nonworkdays)										
	WEEK ONE					WEEK TWO					TOTAL PP HOURS
	MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI	
	Arrival Time →										
	Depart. Time →										
Daily Hours →											

9. Current Work Schedule incorporates which of the following Lunch Breaks? 30 Minutes 45 Minutes 60 Minutes

PART C - REQUESTED WORK SCHEDULE

10a and 10b apply to Maxiflex only.		10a. Amount of Allowable Glide Time _____ Minutes		OR		10b. Time Frame _____ am - _____ am					
<p>11. WORK SCHEDULE TYPE</p> <input type="checkbox"/> Maxiflex - Estimated arrival/departure with glide <input type="checkbox"/> CWS 5/4/9 - 80 hour pay period of eight 9-hour workdays plus one 9-hour workday - fixed arrival/departure. <input type="checkbox"/> Standard Flexitour - 40 hours per week and 10 workdays per pay period - fixed arrival/departure. <input type="checkbox"/> CWS 4/10	12. WORK SCHEDULE DAYS (Enter "OFF" for nonworkdays)										
	WEEK ONE					WEEK TWO					TOTAL PP HOURS
	MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI	
	Arrival Time →										
	Depart. Time →										
Daily Hours →											

13. Requested Work Schedule incorporates which of the following Lunch Breaks? 30 Minutes 45 Minutes 60 Minutes

14. Employee's Signature	Date	15. Received by Timekeeper (Initials)	Date
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PART D - APPROVAL/DISAPPROVAL

16. This request is: APPROVED AS REQUESTED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/> APPROVED AS REVISED <input type="checkbox"/>		17. Reason for Disapproving Request	
18. Approving Official's Signature			Date

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 325-VI, Written Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

ORIGINAL - Timekeeper COPY - Employee

(a) FIVE-FOUR-NINE SCHEDULE (Compressed) - This is a fixed non-flexible schedule, which means that it does not vary from day to day. The arrival and departure times are according to a set schedule requested by the employee and approved by Management in advance. The schedule includes nine (9) workdays in each pay period. Eight (8) of the workdays are nine (9) hours in length and one (1) workday is eight (8) hours long. A lunch period must be scheduled mid-day and be at least 30 minutes in length. Once the schedule has been approved, the length of the lunch period is fixed and must be the same length each workday. The pay period will also include five (5) nonworkdays. A 5/4/9 schedule may not include any combination of half-days or workdays of less than eight (8) hours.

(b) ESTABLISHING & CHANGING WORK SCHEDULES:

(1) Employees may request to participate in, make changes to, or cancel their participation in compressed work schedules up to four (4) times per year. Temporary adjustments necessary in accordance with this Article are not considered a change for this purpose.

(2) HOLIDAYS

(i) When a holiday falls on a regularly scheduled workday, employees are entitled to basic pay for the number of hours that they were scheduled to work.

(ii) When a holiday falls on an employee's nonworkday, the employee is entitled to either of the following "in-lieu-Holidays":

- (1) The next workday following the holiday.
- (2) If the holiday falls on Friday, the Thursday preceding the holiday.

(3) LEAVE - Leave hours taken for entire day must agree with the employee's scheduled work hours for that day; for example, 9 hours of leave must be taken for a scheduled 9 hours workday.

(4) CWS NONWORKDAY CONFLICTS - When an employee's presence is required at the office on the employee's scheduled nonworkday, the employee's work schedule shall be adjusted to provide one of the following:

(i) An alternate day off, if it can be scheduled within the same pay period; or

(ii) Pay entitlement as determined under the overtime provisions of FPM/DPM manual, chapters 550 and 610.

(5) TRAVEL/TRAINING

- (1) When an employee's nonworkday conflicts with training or travel activities, the employee is required to select one of the following work schedules;
 - (i) Choose an alternate day off, if it can be scheduled within the same pay period.
 - (ii) Revert to the standard work schedule of ten eight (8) hour days for the pay period.
 - (iii) Adhere to the work schedule of the training or travel site, if the training or travel is for the entire pay period.
- (2) When an employees scheduled training/travel will be in excess of three (3) days, then the employee's CWS shall be changed to the traditional eight (8) hour day work schedule for the complete pay period.

(6) CWS OVERTIME

- (i) Must be requested and approved before being worked.
- (ii) Overtime will be those hours over:
 - (1) Eight hours on a scheduled eight (8) hour workday.
 - (2) Nine hours on a scheduled nine (9) hour workday.
 - (3) Eighty hours in a pay period.

8.4 OVERTIME: Assignment of overtime is a management function. Overtime is not a right by reason of employment. Overtime work is authorized to meet agency needs. Employees will be expected to work overtime if requested; however, if an employee requests to be excused from working overtime on a specific occasion, the supervisor will make an effort to accommodate the employee's request to be excused. Consistent with this paragraph, the Employer will assign overtime except emergency situations, among employees who have similar skills, abilities, and grade levels and are in the same organizational location. Time and attendance records showing the overtime distribution will be maintained. In no case will overtime work be assigned to any employee as a reward or punishment.

8.5 REST PERIODS: Employees shall be allowed two (2) paid rest periods; one rest period during the middle of the first time period, and one rest period during the middle of the second time period of each basic work day. Those rest periods will be limited to fifteen (15) minutes each. The approximate times of the rest period will be at the discretion of the Employer. Unless the work situation will not permit, these rest periods will be staggered so that all employees are not on rest periods at the same time, to enable the Employer to maintain continuous service to the public.

ARTICLE 9 - LEAVE

9.1 ANNUAL LEAVE AND VACATIONS: Earned annual leave will be planned and scheduled according to the request of the employee. However, a supervisor may postpone approved leave due to the unexpected needs of the Employer. Earned, scheduled and approved annual leave shall not be denied if denial will result in forfeiture of the leave, provided leave was applied for and approved in writing before the end of the first pay period in November.

To the maximum extent possible, the leave schedule shall allow at least one period of eighty (80) hours for vacation purposes.

9.2 - VOLUNTARY LEAVE TRANSFER PROGRAM

(a) PURPOSE: The parties to this Agreement each recognize the benefit and essentiality of a leave program which adequately assists employees during medical emergencies/crises. The purpose of this Section is to set forth procedures to be utilized in conjunction with the provisions of pertinent FmHA regulations covering the 5-Year Voluntary Leave Transfer Program.

(b) MEDICAL EMERGENCY: For the purpose of this Program, a medical emergency is a medical condition of an employee or family member resulting from circumstances beyond his/her own control and in which the employee is facing serious economic consequences or substantial loss of income because of the unavailability of paid leave.

(c) ELIGIBILITY:

- (1) In making a determination as to whether a "medical emergency" is likely to result in a substantial loss of income, the employer shall not consider factors other than whether the absence from duty without paid leave is (or is expected to be) at least 80 hours.
- (2) If the employer requires an additional certification from more than one source to verify an emergency, the employer will pay for all related medical expenses associated with obtaining certifications from additional sources including, but not limited to, the following:

- (i) Mileage reimbursement at the rate in effect at the time as provided by FmHA travel regulations and negotiated agreements.
 - (ii) M&IE, including lodging, at the rate in effect at the time as provided by FmHA travel regulations and negotiated agreements.
 - (iii) Administrative leave for the employee in obtaining the required additional certifications for himself/herself or family member.
 - (iv) Long distance telephone expenses.
- (3) Employees are not required to use/request advance annual or sick leave or leave without pay before requesting to become a leave recipient.

(d) PROCEDURES:

- (1) The application by a leave recipient must provide the applicant's name, position title, organizational title, series, grade or pay level, social security number, office address and phone number, and the address and phone number (if available) where the leave recipient can be reached during the medical emergency, and the leave recipient's timekeeper's name and phone number.
- (2) The signature of the recipient's supervisor indicates concurrence in the request.
- (3) Within ten days after the date the application was received - excluding Saturdays, Sundays, and Legal Public Holidays - the employer shall notify the leave recipient or the personal representative who made application on behalf of the leave recipient, that...
 - (i) The application has been approved or disapproved; and
 - (ii) If approved, other employees of the employer may request the transfer of annual leave to the account of the leave recipient.

(e) DISPOSITION OF APPLICATION TO BE A RECIPIENT: Employees who complete Item 18 of Form AD-1046 will be assisted by the Employer, which may include publishing information contained in item 18, in finding leave donors.

(f) APPLICATION TO BE A DONOR: The specific number of hours of leave to be transferred must be shown by the employee requesting to be a donor on Form AD-1043.

(g) USE OF TRANSFERRED LEAVE: Annual leave transferred may be substituted retroactively for periods of leave without pay (LWOP) or used to liquidate an indebtedness for advanced annual or sick leave granted on or after the date of the beginning of the period of medical emergency for which LWOP or advanced annual or sick leave was granted.

(h) LIMITATIONS:

- (1) The maximum amount of annual leave and sick leave that may be accrued by an employee while in a transferred leave status is 40 hours each.
- (2) In any one leave year a leave donor may donate no more than a total of one-half of the amount of annual leave he/she would be entitled to accrue during the leave year in which the donation is made.
- (3) In the case of a leave donor who is projected to have annual leave that otherwise would be subject to forfeiture at the end of the leave year, the maximum amount of annual leave that may be donated during the leave year shall be the lesser of...
 - (i) One-half of the amount of annual leave he/she would be entitled to accrue during the leave year in which the donation is made; or
 - (ii) The number of hours remaining in the leave year (as of the date of the transfer) for which the leave donor is scheduled to work and receive pay.
- (4) Donors, however, can request on Form AD-1043 to donate more than that shown above. When such a request is received, the employer will so advise the leave recipient or his/her personal representative of the extra availability of leave being offered for donation and will provide the leave recipient an opportunity to submit a written request for a waiver of the amount-restriction. Waivers shall be granted under unusual circumstances, such as:

- (i) When the donated leave does not exceed the number of hours required to keep the recipient in a pay status for the remainder of the medical emergency and there is an insufficient amount of leave available from other donors.
- (ii) The request for the waiver should indicate the balance of donated leave on hand at that point in time.
- (iii) Requests for waivers must be made to the Administrative Officer and will be reviewed and approved/disapproved within 10 days of receipt of the request for waiver.

(i) LEAVE TRANSFER FROM AND TO ANOTHER FEDERAL AGENCY

- (1) The transfer of annual leave from a leave donor of another Federal Agency/Department must be accepted when:
 - (i) The amount of annual leave donated by FmHA leave donors does not meet a leave recipient's needs as requested and approved.
 - (ii) A family member from another Agency/Department requests to donate annual leave to a leave recipient; or
 - (iii) In the judgement of the recipient's Agency personnel officer or designee, acceptance of leave transferred from another Agency/Department would further the purpose of the voluntary leave transfer program.
- (2) Before accepting the transfer of annual leave from a leave donor of another Agency/Department, the recipient's Agency personnel office must, in addition to determining that the requirements in Section 2066.25(c) of FmHA Instruction 2066-A and the requirements as stated above in 9.2 have been met, verify the donor's request to transfer annual leave to the specified FmHA leave recipient.
- (3) Before a transfer of annual leave may be made from an FmHA donor to a leave recipient in another Agency/Department, the Administrative Officer, or designee, must notify the leave recipient's employing Agency in writing of the amount of annual leave to be credited to the recipient's annual leave account, and debit the donor's annual leave account.

(j) CONFIDENTIALITY: By selecting Option 3 of Item 18 on Form AD-1046, the employee authorized the Employer to publicize his/her name, case number and circumstances. This does not, though, mitigate the confidentiality restrictions shown below.

- (1) Any person involved in the processing of a leave transfer must protect the confidentiality of all related communications with the leave recipient and all other parties to the leave transfer, and the right of the individuals to privacy. Persons with access to information related to the leave transfer must not disclose that information to anyone except those who have a need to know and those with expressed written permission of the applicant or recipient for the release of specific information. Individuals granted access must be advised of the requirements of both FmHA Instruction 2066-A and this Agreement.

(k) PROHIBITION OR COERCION:

- (1) An employee may not directly or indirectly intimidate, threaten, or coerce or attempt to intimidate, threaten, or coerce, any other employee for the purpose of interfering with any right such employee may have with respect to donating, receiving, or using annual leave under this program.
- (2) The term "intimidate, threaten, or coerce" includes promising to confer or conferring any benefit (such as an appointment or promotion or compensation) or effecting or threatening to effect any reprisal (such as deprivation of appointment, promotion, or compensation).

(l) TERMINATION OF VOLUNTARY LEAVE TRANSFER PROGRAM:

- (1) The voluntary leave transfer program (as of the date of this Agreement) is scheduled to terminate on October 31, 1993.
- (2) If the voluntary leave transfer program terminates before the termination of the medical emergency affecting a leave recipient or family member, any annual leave transferred to the leave recipient before the termination of the voluntary leave transfer program shall remain available for use by the leave recipient until the termination of the medical emergency.

ARTICLE 10 - TRAVEL

- 10.1 GENERAL: The Employer will pay the travel expenses incurred by employees while using official time under the terms of this Agreement and in the performance of job-related duties. Expenses incurred will be reimbursed by the Employer in accordance with this Agreement, its supplements (*See 3/10/89 clarification agreement on extracted portions of FmHA Instruction 2036-A) and amendments and other related policy agreements, applicable laws, rules, and travel regulations. (The Union will make every reasonable effort to keep travel expenses for administration of this Agreement to a minimum.)
- 10.2 VEHICLE ACCIDENT: When accidents occur involving a government-furnished vehicle, the operator of that vehicle (if medically qualified and physically and mentally able) should give aid to any persons injured in the accident, if appropriate, and if able, will give warning to other motorists of anything resulting from the accident that, to the operator's knowledge, can have an effect on public safety. The Employer will consider furnishing medically-certified first aid training for employees who execute commitments to use government-furnished vehicles and also to employees in offices that have an assigned government-furnished vehicle.
- 10.3 TRAVEL DELAYS: If an employee has a delay in official travel due to vehicle breakdown, the employee will, as soon as possible, contact his/her official duty station for instructions. Additional per diem will be authorized, if necessary.
- 10.4 RELOCATION: Employees scheduled to relocate will be afforded an opportunity to be briefed by appropriate officials of the Budget & Travel section at the State Office in regards to matters relevant to the relocation and associated expenses. Should telephone communications prove inadequate, the employee will be allowed to meet with appropriate specialists, providing a legitimate need exists. The employee will make a written request to meet with appropriate specialists. The Employer will then arrange for the meeting and notify the employee of the arrangements made. Should the Employer determine that the meeting is not justified, the Employer will provide timely, written notice, and written justification, as to why the employee will not be allowed to meet with appropriate specialists. The notice will include a statement to the effect that the employee has the right to grieve the decision. A copy of the written notice and justification will be provided to NFFE Local 108.

- 10.5 CREDIT CARD USE: Employees utilizing a Diners Club credit card will be responsible for paying all valid bills when due. To achieve expediency in this area, travel vouchers will be promptly prepared, approved, and submitted to NFC for payment.
- 10.6 VOUCHER PROCESSING: Approving Officials are responsible for approving and assuring prompt submission to NFC for payment. If corrections or revisions must be made to the voucher prior to submission to NFC for payment, the employee shall be notified as soon as possible so that inordinate delays will be avoided.
- 10.7 TEN HOUR RULE: An employee will be allowed reimbursement for mileage from their home to a Temporary Duty Point (TDY) and return home when they do not stop at their Official Duty Station (ODS). If the employee stops at their ODS enroute to or from their TDY point, mileage will start and/or end at the ODS. It is not necessary to deduct the mileage normally driven from your home to your ODS when driving to a TDY point, as long as you do not stop at your ODS (see FmHA Instruction 2036.11 (E) (3)).

Employees on temporary duty and in travel status for more than 10 hours are entitled to not less than one-half day of M&IE. Beginning with actual departure time, one-fourth of the daily M&IE rate is allowed for each 6-hour period or fraction thereof. This will be the time the employee leaves and returns to his/her official duty station (or his/her residence if the employee does not stop at their ODS). (See FmHA Instruction 2036-A, Exhibit D, Page 9).

Example: Jim's official duty station is Little Rock, his house is located in Conway, and the temporary duty point (TDY) is Hot Springs. Jim departs from Conway at 7:00 a.m. and drives directly to his temporary point in Hot Springs. He returns home at 6:00 p.m. that same day. Since Jim did not stop at his ODS, his claim for mileage from Conway to Hot Springs and return is authorized. Under the 10-hour rule, Jim will be authorized one-half day for meals and incidental expenses (M&IE).

ARTICLE 11 - TELEPHONE USE

11.1 GENERAL: The conduct of official business, including emergency calls and calls in the interest of the Government, may be made on the Employer's telephones and long distance facilities. The following criteria must be met in determining when a call is in the interest of the Government:

- (a) It does not adversely affect the performance of official duties.
- (b) It is of reasonable duration and frequency.
- (c) It could not have reasonably been made at another time.

11.2 EXAMPLES: Some examples of use that may be authorized are:

(a) Official Use (chargeable to FmHA):

- (1) A brief daily call within local commuting area to spouse, dependent or minor children or to providers of care for dependents or minor children to see how they are.
- (2) Brief calls to appropriate family members or providers of medical care to notify them when the employee is injured on the job.
- (3) Brief calls within local commuting area to locations which must be reached during the employee's work hours such as government agencies, providers of medical care, and residential/vehicle repairers.
- (4) Brief calls within local commuting area or when in travel status to appropriate family members to notify them of work schedule changes and to make alternate transportation or dependent care arrangements.
- (5) A brief daily call to the employee's residence (or location of appropriate family member) while in travel status for more than one night. If not practicable to use a Government telephone line, reimbursement will be claimed on the Travel Voucher, consistent with Department of Agriculture regulations.
- (6) Union activities as delineated by Article 12, sections 12.1, 12.2, 12.3, and 12.6.

- 11.3 PERSONAL USE: Personal use (not chargeable to FmHA): Calls consistent with part (a), but not meeting the requirements of part (b) (1), will be charged to another telephone.

Employees and the Union should be particularly sensitive to the use of Government telephone facilities. If possible, such calls should be made during lunch, break times, or other off-duty periods.

- 11.4 LOCAL COMMUTING AREA: For purposes of this article only, the term "local commuting area" is defined as the area from which an employee travels daily to work.

ARTICLE 12 - OFFICIAL TIME, TRAVEL, AND PER DIEM FOR UNION REPRESENTATIVES

12.1 AUTHORIZED OFFICIAL TIME: Union officers and officials, including stewards, shall be permitted reasonable time during working hours without loss of leave or pay to represent employees in accordance with this agreement. Use of official time will not be limited to the confines of the office of the employee but will allow the representative to travel in accordance with the needs of the individual case.

- (a) Therefore, all negotiations and preparations shall be conducted on official duty time. This shall include time to prepare and present matters to the Federal Mediation and Conciliation Service and the Federal Service Impasses Panel.
- (b) Reasonable time for receiving, investigating, preparing and presenting a complaint, grievance or appeal must necessarily depend on the facts and circumstances of each case -- e.g., number and nature of allegations, number and complexity of supporting specifics, the volume of supporting evidence, availability of documents and witnesses and similar considerations.
- (c) Reasonable time for preparations of information reports required under 5 USC 7120(c), including financial reports and trusteeship reports, shall be accorded to Union officials. The amount of time granted will be that necessary to gather data and complete reports. Management and Union will accept mutual responsibility to properly record this time on the Time and Attendance Reports.

12.2 EMPLOYEES: An employee who wishes to leave the employee's work area to contact a steward or other Union representative concerning the employee's complaint or grievance must first obtain permission of the immediate supervisor and must advise the supervisor upon return to duty. The employee will be granted a reasonable amount of official time for this purpose.

When the work area of the steward is different from the employee the initial contact will normally be made by telephone. Normally permission will be granted to employees requesting to leave their work area for the above purpose. Supervisors will make every reasonable effort to grant permission consistent with work requirements. If the supervisor determines that impairment or serious delay will be involved the supervisor will inform the employee of the reasons for the supervisor's determination, and the supervisor will grant permission for the absence at the earliest possible time.

12.3 STEWARDS: Each steward is required to obtain permission from the steward's supervisor prior to leaving the steward's work area for any representation activity, and the steward must advise the supervisor upon return to the steward's work area. Each steward will check in and check out with the supervisor and also notify the timekeeper, whenever possible. In the absence of the supervisor or acting supervisor the steward will notify and obtain approval from the next level supervisor. The steward will advise the timekeeper of the specific amount of time involved and the proper code. When workload does not permit the absence of the steward at that time the supervisor will arrange for the steward's absence as soon as practical. The steward will also obtain permission and approval from the supervisor of the employee being contacted. At all times the conduct of Union business shall not interfere with the orderly and efficient conduct of Agency business.

12.4 TRAVEL EXPENSES: The Employer agrees to pay the travel expenses incurred by employees while using official time under the terms of this agreement.

Any travel expenses incurred by such employees will be reimbursed by the Employer in accordance with applicable laws, rules and travel regulations. The Union will make every reasonable effort to keep travel expenses to a minimum.

12.5 OFFICIAL TIME FOR UNION TRAINING: The Employer agrees that Union representatives who are FmHA employees shall be granted official time, not to exceed 56 hours per person annually, for union related training. Prior approval of the programs to be attended must be given by the Employer. If additional training hours are required, the Union will request and the Employer may approve on a case by case basis. A maximum of 640 hours annually will be allowed for this training.

12.6 CONFERRING WITH MANAGEMENT: Union officials, stewards and negotiators will be allowed a reasonable amount of official time to meet and confer with management officials.

12.7 INTERNAL UNION BUSINESS: Internal Union business, such as attending Union membership meetings, will be conducted during the non-duty hours of the employees involved. Upon request and subject to normal security limitations, the Union shall be granted authority to conduct no less than three (3) membership drives of five (5) days each, not to exceed fifteen (15) days duration, each year, before and after duty hours and at break periods and lunch periods.

ARTICLE 13 - OFFICIAL FACILITIES AND SERVICE.

13.1 SPACE: The Employer will make available to the Union conference rooms or other non-duty areas over which the Employer has control for the purposes of handling membership drives or after-hours meetings.

13.2 BULLETIN BOARDS: Space on official bulletin boards shall be made available to the Union for posting of official Union bulletins subject to the following conditions. Bulletin boards must be kept free of material which advertises a commercial product or firm; attacks or reflects adversely on the integrity of any government official or employee; condemns or criticizes the policies of any government agency; or implies official sponsorship or endorsement of the Union by the Employer.

This space shall be one-fourth of the space on each current bulletin board and shall be in the lower left-hand corner of the bulletin board. There shall be no unofficial bulletin boards.

In accordance with the above rules, bulletin board space will be made available in all county offices, district offices and in the State Office of the Employer.

13.3 LIST OF EMPLOYEES: Semiannually, the Employer will furnish to the Union a list of the names, grades, and organizational locations of all personnel in the Unit. This list will be furnished without charge to the Union.

13.4 TELEPHONES: The Union may use official Employer telephones for the purpose of representing employees. Use of the telephones for internal business is prohibited.

13.5 DISTRIBUTION OF UNION LITERATURE: Twice each month, the Union will be permitted to distribute literature and the local's newsletter through the internal mail distribution system of the Employer. This right will be subject to the following conditions:

- (a) Distribution will not include magazines or newspapers.
- (b) The literature will not: advertise a commercial firm or product; attack or reflect adversely on the integrity of any Government official or employee; condemn or criticize the policies of any Government agency; or imply official sponsorship or endorsement of the Union by the Employer.
- (c) The Union must provide sufficient copies for distribution. The Employer will neither duplicate material for the Union nor pay the duplication of Union literature.
- (d) This right does not extend to the use of metered mail or official letterhead stationary by Union representatives or employees.
- (e) A copy of all material will be submitted to the Employer prior to distribution. If the Employer believes any of the above conditions have been violated, the Employer will confer with the Union on how to resolve this situation. Union literature questioned by the Employer will not be distributed until the parties agree the literature has met the above conditions.

13.6 NOTIFICATION OF NON-COMPETITIVE ACTIONS: The Employer will furnish the Union President or designee a copy of each job announcement at the time of issuance for competitive positions. If a bargaining unit position is filled through non-competitive procedures the Employer will notify the Union President or Designee the position being filled, the individual's name and the non-competitive procedure used.

ARTICLE 14 - SAFETY

14.1 GENERAL: The Employer and the Union have a common interest in promoting safe working habits and safe working conditions. The Employer has an obligation to provide safe working conditions. All employees are responsible for prompt, reporting of unsafe conditions. The Employer and the Union recognize that observing safe work practices and wearing of prescribed protective equipment is primarily the responsibility of each employee. The Employer will ensure that

the poster titled "Occupational Safety and Health Protection for USDA Employees" is displayed in each office with appropriate contact persons identified. The Employer and the Union will cooperate in encouraging employees to work in a safe manner and to report promptly any unsafe or unhealthy conditions to appropriate supervisors. Employer agrees, in the event an employee sustains a job related injury, disease, or illness, to provide advice and assistance from the State Office Administrative Management Section to the employee in completing and submitting a claim. The Employer will notify the Union when an employee files a claim with the Office of Worker Compensation Programs.

14.2 SAFETY INSPECTIONS: Each office of the Employer will receive an annual safety inspection. In each District, the Steward designated by the Union as representative of the employees in that District will be afforded an opportunity to accompany the FmHA official making the annual safety inspection of the District Office and the District's county offices. The Steward designated by the Union as representative of the employees in the State Office will be afforded an opportunity to accompany the FmHA official making the annual safety inspection of all offices in the State Office. The State Director will forward a copy of the inspection reports prepared to Local 108. All safety inspections will be conducted in accordance with this Agreement and applicable laws, rules and regulations.

14.3 SMOKING POLICY: This policy is designed primarily to protect the non-smoking worker's and public building visitor's right to not be exposed, involuntarily, to secondhand tobacco smoke at the Federal work site.

1. A designated smoking area will be established at each County and District Office and State Office floor in accordance with GSA Regulation, 41 CFR Part 101-20. These and the non-smoking areas will be clearly designated and posted in clear view.
2. Counseling and rehabilitation will be provided to smokers who would like to quit smoking in accordance with the employee assistance program.
3. In compliance with Article 14 of the labor-management Relations Agreement all designated smoking areas will have proper ventilation.
4. Employees performance appraisals will be based solely on performance of elements and standards with no consideration given to the fact that the employee is a smoker or non-smoker.

ARTICLE 15 - DISCIPLINARY AND ADVERSE ACTIONS

15.1 GENERAL: Adverse and disciplinary actions will be taken by the Employer for such cause as will promote the efficiency of the service.

2 Copies for Adverse Letters
15.2 NOTICES OF PROPOSED ADVERSE ACTIONS: If an adverse action against an employee is proposed, the employee will receive an original and one copy of the notice of proposed adverse action. A notation on the second copy will inform the employee of the name of the Union President, address and telephone number, and of the employee's right to be represented by the Union or any other person of the employee's choosing. If an employee chooses to be represented in an adverse action procedure, his representative will have the right to be present at all conferences at which the employee answers the reasons in the notice of proposed adverse action.

15.3 DISCIPLINARY ACTIONS: When an employee is subject to a disciplinary action (for example, a letter of caution or letter of reprimand), the letter will inform the employee of the name of the Union President, address and telephone number and the employee's right to be represented by the Union in a grievance over the disciplinary action. Letters of caution and/or reprimand will be removed from Official Personnel Folders after two (2) years.

ARTICLE 16 - EQUAL EMPLOYMENT OPPORTUNITY AND CAREER ENHANCEMENT

16.1 GENERAL: The Employer and the Union agree that no individual will be a victim of discrimination because of race, color, creed, religion, sex, national origin, handicap, marital status, lawful political affiliation or age. Discrimination complaints will be processed solely through the complaint system established by applicable laws and regulations.

16.2 EEO COMMITTEE: Employer's Equal Employment Opportunity Committee (EEO) will be established in accordance with FmHA Instruction 2045-X. The Union may have one representative on the EEO Committee.

16.3 CAREER ENHANCEMENT: The Employer will implement the Career Enhancement Program prescribed by the Agency. As the Employer has need, the program will attempt to make maximum use of the skills and potential of employees currently in the Employer's workforce. The program will be limited to the occupational series designated by the Administrator of the Agency.

16.4 CAREER DEVELOPMENT COUNSELING: The Career Enhancement Program will provide for career development counseling by the Employer's Career Development Counselor, who is the Administrative Officer. The Career Development Counselor will provide assistance to an employee in making decisions about the employee's career upon request of the employee, after the employee has sought career development counseling from the employee's immediate supervisor.

ARTICLE 17 - MERIT PROMOTION PLAN

17.1 PURPOSE AND POLICY:

(a) The parties agree that the purpose of the provisions contained herein is to ensure that vacancies in unit positions will be filled on the basis of merit, fitness and qualifications and without regard to political, religious, or labor organization affiliation or nonaffiliation, marital status, race, color, sex, national origin, nondisqualifying handicap or age. This Article encompasses broad requirements pertaining to the implementation of USDA Merit Promotion Plan for Merit Promotion Program for FmHA and Federal Personnel Manual (FPM) 335 for positions within the bargaining unit.

(b) It is agreed that the Employer will make every reasonable effort to utilize the skills and talents of its employees in order to achieve the resulting benefits of higher morale and reduced turnover, and to move toward attaining a mix of employees representative of all segments of society.

17.2 FILLING VACANCIES:

(a) Competitively: All vacancies in the unit which are to be filled competitively and training requiring competitive procedures will be announced. Vacancy announcements will be immediately posted upon receipt on the official bulletin board in the State Office, each district office and each county office. Vacancy announcements will be open for a period of twenty (20) calendar days. The announcement will contain a brief description of the position and of the basic eligibility requirements. Supervisors will be responsible for proper notification of eligible employees who will be absent from their duty station beyond the closing date of the announcement. If an insufficient number of best qualified applicants are certified to the selecting official the Employer retains the right to reannounce the vacancy. The Employer has the right to choose from among best qualified employees, including Unit and outside employees.

(b) The Employer also has the right to fill a position noncompetitively in accordance with applicable laws, rules and regulations.

(c) If the vacancy announcement is cancelled a notice of cancellation will be posted in the same areas as the original announcement appeared.

(d) Management recognizes the benefit of promoting from within Arkansas FmHA whenever appropriate. Accordingly, Management will give fair consideration to Arkansas FmHA applicants.

17.3 INFORMING UNION: A copy of each vacancy announcement of bargaining unit positions will be forwarded to the President of the Union concurrently with distribution of the announcement. The Employer will notify the President of the Union of who was selected for promotion or competitive placement.

17.4 MERIT PROMOTION PANEL:

(a) For announcements which have three (3) or more basically qualified applicants, a panel will be convened to rate all merit promotion applicants utilizing a rating schedule developed by subject matter expert(s) for the position being filled. All panel participants will be advised of the confidentiality of the panel ratings and discussions. A facilitator will be designated to ensure compliance with the requirements of the merit promotion procedures and expedite the process. A personnel representative may serve on panel at Management option, either as a facilitator or a panel member, but one may not be a panel member and facilitator simultaneously.

(b) Panel members will be at or above the grade level of the position being filled.

(c) Management agrees that to the extent possible, all Merit Promotion Panels will have ethnic and racial balance and include members of both sexes.

17.5 REFERRAL AND SELECTION:

(a) All certified promotional applicants will be sent to the selecting official in alphabetical order. Certificates will be valid for 30 days unless an extension is granted.

(b) If one candidate is interviewed, all candidates must be interviewed unless the selecting official is the first or second line supervisor having first hand knowledge of the candidates' experience, knowledge, skills and abilities relative to the position being filled.

(c) The selecting official may select from among any of the candidates on a promotion certificate. The selecting official may also elect not to fill the position from the promotion certificate.

(d) An employee's use of approved annual or sick leave should not be considered by the selecting official as a basis for selection/nonselection.

17.6 EXPANDING AREAS OF CONSIDERATION: The Employer may expand the area of consideration in a Merit Promotion Plan action involving a position within the Bargaining Unit after the Employer has conducted a search in the minimum area of consideration and:

(a) less than three (3) qualified candidates are certified to the Employer by the evaluation committee; or

(b) the Employer documents valid job-related reasons for not making a selection from the certificate.

17.7 MULTI-LEVEL ANNOUNCEMENTS: When advertising a position at multi-grades, qualification requirements for each grade level will be outlined in the vacancy announcement. The announcement will also require candidates to specify the lowest grade they will accept. Candidates will be grouped separately by grade level for each certificate.

17.8 RIGHT TO REVIEW RECORDS:

A. By an Employee: An employee will be furnished upon request, with or without representation by the Union, the following information in writing from the employer:

1. About the plan:
 - a. Explanation about any part of the plan;
 - b. Details of supporting regulations;
 - c. Qualifications required for a position; and.
 - d. Details of the evaluation process.
2. About a specific vacancy for which the employee applied:
 - a. Whether the employee was considered for promotion and if so, whether the employee was found eligible on the basis of minimum qualifications requirements for the position;
 - b. Whether the employee was grouped among the best qualified;
 - c. Who was selected;
 - d. In what areas, if any, the employee should improve to increase chances for future promotion;
 - e. All merit promotion data relating to the applicant including what points were awarded to the applicant in each category and the best qualified cutoff score.

B. Notwithstanding A. above, the Union or any employee may request any additional information desired, providing that such additional information will be in accordance with applicable laws, rules and regulations.

17.9 MISCELLANEOUS:

(a) Promotion Records: A file to allow a reconstruction of the action will be kept for two (2) years on each competitive action. Information in the files will be made available as required by laws, regulations or stipulated in the Federal Personnel Manual.

(b) Effective Date and Release to Position: An employee who has been selected for a competitive promotion will have his/her promotion effective no later than one complete pay period following selection unless circumstances require otherwise (e.g. within-grade increase; relocation; urgent needs of the Employer).

(c) **Discrimination:** Selection, and all procedures leading to selection, must be made without discrimination for any nonmerit reasons such as race, color, religion, sex, national origin, political affiliation, marital status, nondisqualifying physical handicap, age, or membership/nonmembership in a labor organization. Discrimination for any of these reasons is a serious disciplinary offense. Each manager and supervisor has the obligation to ensure all candidates receive full consideration and should take no action which would either discourage or give the appearance of discouraging potential candidates from applying for a position. Supervisors and selecting officials will avoid practices that give employees the impression that a person was preselected for a job or that a selection was based on favoritism.

ARTICLE 18 - POSITION DESCRIPTION AND CLASSIFICATION

18.1 **POSITION DESCRIPTIONS:** The Employer will provide each employee a copy of the employee's position description, including any revisions which may occur.

18.2 **CLASSIFICATION APPEALS:** When an employee alleges, in writing, that the employee's position is not properly classified, the employee will be furnished information on available appeal rights. The employee may be represented by the Union in discussing the matter with management or in presenting an appeal.

18.3 **OTHER DUTIES ASSIGNED:** The phrase "other duties as assigned" is defined to mean duties related to the principal duties and responsibilities of the employee's job description.

ARTICLE 19 - TRAINING

19.1 **TRAINING AND DEVELOPMENT:** It is the policy of FmHA that all employees will be given the opportunity to receive appropriate training to better enable them to effectively perform their assigned duties in an effective manner in accordance with FmHA Instruction 2057-A. Training opportunities will be made known to all employees.

19.2 **RECORDS:** The Employer will record official training received in the Official Personnel Folder of the employee. This does not relieve the employee of individual responsibility to maintain the personnel folder current and complete to fully reflect total employment experience, training, and education.

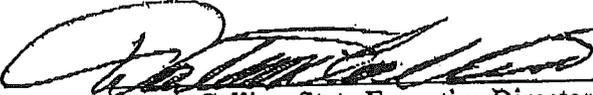
19.3 **EXPENSES:** For employees who are to take training courses for official purposes, FmHA may pay costs of salary, tuition, travel, per diem, books, registration fees, and laboratory fees during the period of training to the extent funds are available.

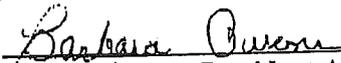
Memorandum of Agreement
Between AFGE Local 108
USDA-Farm Service Agency
September 13, 2005

It is agreed that Notice PM-2482 will be implemented for all employees in the state of Arkansas.

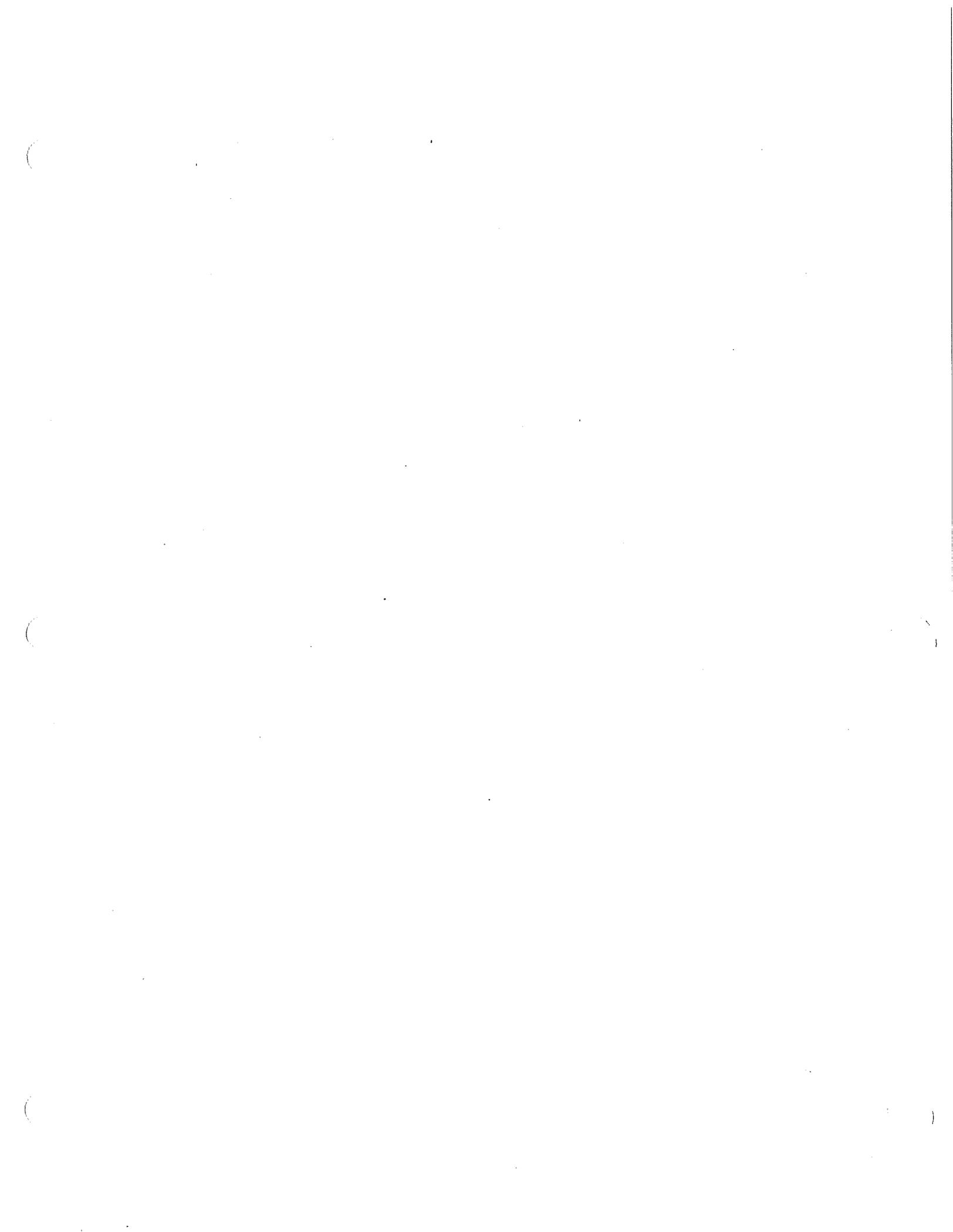
The elements that are currently in place for the FY 2005 period will be used with the new FSA Performance Management System. Elements that are currently designated as critical will remain critical under the new system.

Existing contract language in Article 22 of the Labor-Management Relations Agreement dated November 5, 1991 will prevail for all bargaining unit employees


Dotson Collins, State Executive Director


Barbara Owens, President AFGE Local 108

COPY OF PM-2482
Attached to MOU
in the STO MOU
BOOK.

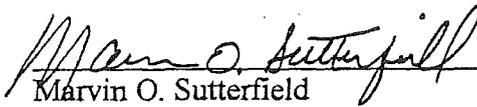


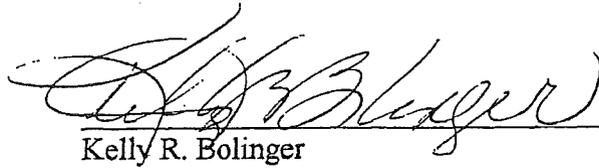
Memorandum of Understanding
Between AFGE Local 108,
USDA - Rural Development and
USDA - Farm Service Agency
December 17, 1998

The parties to this memorandum, the American Federation of Government Employees Local 108, Arkansas hereinafter referred to as AFGE, and the U.S. Department of Agriculture Rural Development, hereinafter referred to as USDA-RD, and the U.S. Department of Agriculture Farm Service Agency, hereinafter referred to as USDA-FSA enter into this agreement for the purpose of establishing a mutually beneficial agreement concerning Performance Management Program Policy published in Support Services Bureau Directive (SSBD) 4140-01 and the Performance Management Handbook which is a supplement to the SSBD.

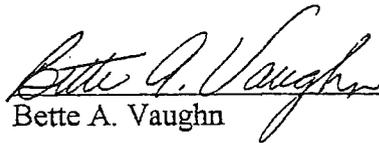
1. In the Performance Management Program Policy Section 5, in the definitions, letter "m. Rating Official", remove the sentence " Typically the rating official resides in the same agency as the employee being rated."
2. In the Performance Management Handbook, under "Development of Performance Plans", and "Monitoring and Appraising Performance", the employee is not required to contact the second level supervisor.
3. Elements for bargaining unit employees must contain at least two but not more than five critical elements in their Performance Work Plan. In the joint development of work performance plans bargaining unit employees (non-supervisory) may use elements 1, 2, 8 and 10. Element number 10 is mandatory. One additional critical element may be developed by the supervisor and employee for unique situations or jobs.
4. Performance work plans, reviews, and ratings will be conducted in accordance with Article 22 of the Labor Management Relations Agreement dated January 7, 1998 for USDA-RD and dated November 5, 1991 for USDA-FSA.
5. Any adverse actions as a result of the performance management process must be handled in accordance with Article 15 of the Labor Management Relations Agreement dated January 7, 1998 for USDA-RD and dated November 5, 1991 for USDA-FSA..
6. AFGE Local 108, reserves the right to negotiate Performance Management Programs Policy SSBD 4140-01, Section 10, "Linkage of Ratings of Record to Other Personnel Actions" item (4) "Reduction in force" in its entirety prior to any RIF being conducted.
7. This agreement will be filed with the Performance Management Program Policy SSBD 4140-01 and the Performance Management Handbook (supplement to SSBD 4140-01)

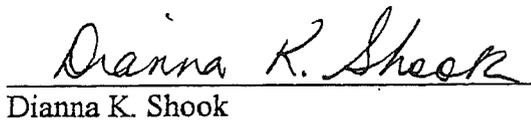
Memorandum of Understanding
Between AFGE Local 108,
USDA - Rural Development and
USDA - Farm Service Agency
December 17, 1998
Page 2

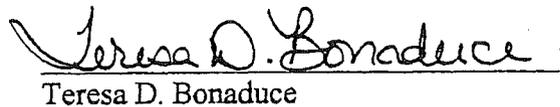

Marvin O. Sutterfield

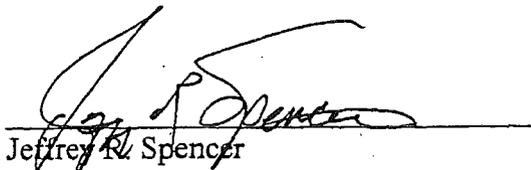

Kelly R. Bolinger


Russ P. Harvell


Bette A. Vaughn


Dianna K. Shook

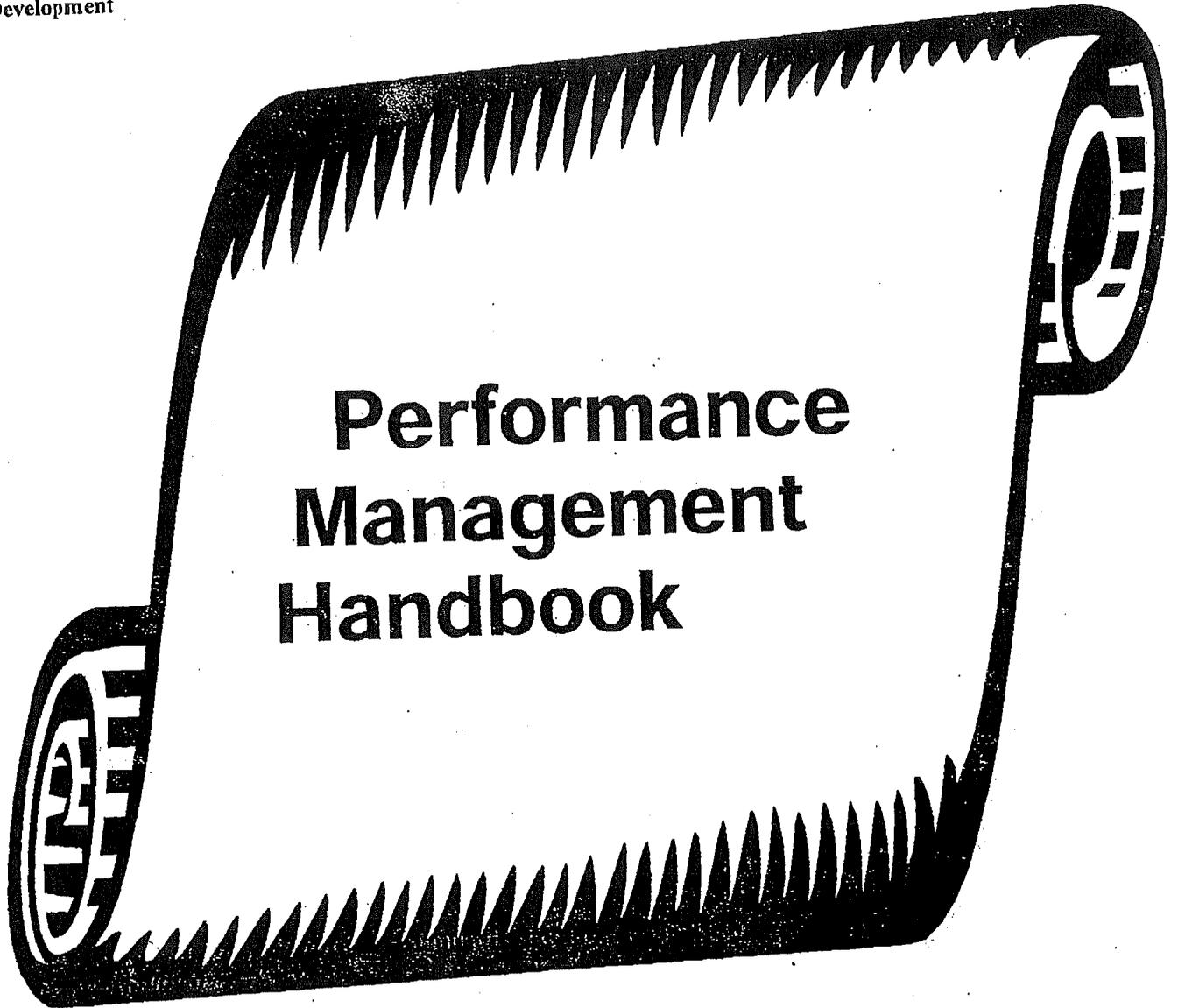

Teresa D. Bonaduce


Jeffrey R. Spencer


Anna L. Burnette



USDA Service Center Agencies
Farm Service Agency
Natural Resources Conservation Service
Rural Development



[Supplement to SSBD 4140-01]

Forward

This handbook is intended for employees, supervisors, and managers of the Service Center Agencies: Farm Service Agency, Natural Resources Conservation Service, Rural Housing Service, Rural Business Cooperative Service, and Rural Utilities Service. Most of the materials in this handbook are taken from the performance management program policy published in Support Services Bureau Directive (SSBD) 4140-01. It should be considered a supplement to, not a substitute for, the performance management program policy.

The 8-step method discussed in Appendices B and C was developed by staff of the U.S. Office of Personnel Management (OPM) for use in interagency training sessions. The Department of Veterans Administration (VA) saw this as an easy-to-use method and found that it was applicable to many different operational environments. Material in Appendix D concerning the use of additional performance elements was obtained from OPM. The handbook was compiled and edited by the administrative convergence workteam on performance management and employee recognition.

Team Members:

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State Office
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Washington State Office
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Readers should find the format of this handbook easy to follow and the material should be self-explanatory. We hope that you find this handbook helpful in your performance management activities.

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Appendices

- Appendix A: SCA Form 4140, Performance Work Plan
- Appendix B: Quick Reference for Developing Employee
 Performance Plans that Link to Organizational Goals
- Appendix C: Developing Performance Plans
- Appendix D: The Additional Element
- Appendix E: Opportunity to Improve

The Guiding Principles of Performance Management

- **Provide a program for ongoing communication between employee and supervisor by focusing on feedback and employee development rather than on the rating.**
- **Reduce paperwork by providing standardized core elements.**
- **Provide flexibility by allowing for unique, job specific performance elements.**
- **Provide a local option to implement additional elements for developmental purposes, measuring team/group performance, and accomplishment of organizational goals. These will not be used in the employee's overall rating.**
- **Foster "Team USDA" by supporting and defining service center concepts and cooperative efforts and encouraging the use of an element that rates individual contributions to the team.**
- **Provide a program that focuses on results, organizational goals, and strategic plans,**
- **Provide a program that is technically strong, and defensible before third parties and meets all legal and regulatory requirements.**
- **Place more emphasis on accomplishments, not ratings, in the awards process.**
- **Encourage employee involvement throughout the entire process.**
- **Provide an avenue for the employee to identify training needed.**
- **Provide a more user-friendly program by providing standardized elements.**

Introduction to Performance Management

General Information

What is Performance Management?

Performance management is a management function which includes the processes of planning, monitoring, developing, appraising, and rewarding performance.

What is the purpose of the Service Center Agencies' Performance Management Program?

The purpose is to improve individual and organizational performance, program effectiveness, and accountability by focusing on results, service quality, and customer satisfaction, and by aligning standards and elements with organizational goals and strategic plans.

Who is covered by the Program?

This program covers ALL non-SES employees, who are reasonably expected to be employed for greater than 90 days, in Rural Development, Natural Resources Conservation Service, and Farm Service Agency, including FSA County employees. Schedule C employees are covered by this program but are not afforded any rights as established by 5 United States Code (USC) 4303.

What are the legal authorities that govern Performance Management?

This program complies with the USDA Performance Management System established on June 12, 1996; Chapter 43 of Title 5 of the U.S. Code; and Part 430, Title 5, Code of Federal Regulations (CFR).

Responsibilities

What are the responsibilities of employees?

Employees are responsible for:

- Communicating with the supervisor throughout the appraisal period.
- Participating in the development of work plans and measurable performance standards.
- Assuring that they have a clear understanding of their rating official's expectations and requesting clarification when necessary.
- Assisting in identifying training needs to enhance performance.
- Managing performance to achieve expectations and bringing to the rating official's attention circumstances that may affect achievement of standards.
- Participating in discussions of individual performance.
- Actively listening and considering feedback with an open

mind.

- Providing input on accomplishments.
- Improving those aspects of performance identified as needing improvement.

What are the responsibilities of the Rating Official?

Rating officials are responsible for:

- Informing employees of the overall mission, objectives, goals, plans, and activities of the agency and work unit and the employee's related duties and responsibilities.
- Providing feedback to the employee through ongoing communication and actively listening and considering feedback from the employee and customers.
- Providing the employee the opportunity to participate in the development of performance work plans.
- Providing employees with written performance work plans which identify the critical performance elements related to their specific duties, responsibilities, and expected levels of performance.
- Conducting and documenting at least one formal progress review around the midpoint of the appraisal period and additional reviews as necessary.
- Completing performance ratings which include evaluating and documenting employees' actual accomplishments and determining summary levels.
- Recommending personnel actions and/or training, as necessary, based on the employee's level of performance in relation to the performance standards and elements.
- Addressing concerns at the lowest possible level.

What are the responsibilities of the Reviewing Official?

Reviewing Officials are responsible for:

- Reviewing and concurring in "results not achieved" ratings.
- Resolving differences between employees and rating officials concerning ratings and adjusting ratings when necessary.
- Assisting in resolving concerns at the lowest possible level.

What are the responsibilities of the Servicing Human Resources Offices?

Servicing Human Resources Offices are responsible for:

- Providing technical and operational support and advice to the rating officials to help them administer the performance management program in a manner consistent with applicable laws, rules, and regulations;
- Ensuring that performance work plans and ratings of record are maintained in the Servicing Human Resources Office in

accordance with the requirements in 5 CFR Parts 293 and 297.

- Providing training on the performance management program and their responsibilities.
- Assisting in resolving concerns at the lowest possible level.

What are the responsibilities of the Human Resource Directors?

Human Resource Directors are responsible for:

- Setting policy and for providing overall technical guidance and direction of the program.
- Assisting in resolving concerns at the lowest possible level.

What are the responsibilities of the Agency Heads?

Agency Heads are responsible for:

- Tailoring Departmental policy to meet the individual needs of the Agency.
- Assisting in resolving concerns at the lowest possible level.

What are the responsibilities of the Department?

The **Department of Agriculture** is responsible for:

- Developing Departmental policy that complies with all legal authorities.
- Monitoring and evaluating agencies' performance management programs.
- Providing advice/assistance to agencies in administering their programs.
- Assisting in resolving concerns at the lowest possible level.

What are the responsibilities of the Union Officials?

Union Officials are responsible for:

- Assisting management and employees to ensure that the program is administered consistent with negotiated labor-management agreements.
- Assisting in resolving concerns at the lowest possible level.

Guidance and Procedures

Developing Performance Plans

When should new performance plans be established?

Standards should be established:

- Within 30 days of appointment.
- If employee is reassigned/promoted to a new position.
- If an employee is being detailed to a different area for more than the minimal appraisal period.
- Within 30 days of the beginning of an appraisal period.
- If the duties of the position are substantially changed during the established appraisal period.

What is a performance work

A performance work plan is a written document that identifies

plan?

critical elements of an employee's position and the standards by which they will be rated.

What is a critical element?

A *critical element* is a work assignment or responsibility of such importance that unacceptable performance on the element would result in a determination that the employee's overall performance is at the unacceptable, or "Results Not Achieved," level.

Non-critical duties are not included in performance plans.

What is the difference between an element and a standard?

An *element* is a component of a position consisting of one or more duties and responsibilities which contribute toward accomplishing the goals and objectives of the organization.

A *standard* is a management-approved expression of the performance threshold(s), requirement(s), or expectations(s) that must be met to be appraised at a particular level of performance. It may include, but is not limited to, quality, quantity, cost-efficiency, timeliness, and manner of performance.

How is the plan developed?

Communication between the rating official and the employee is essential in developing performance work plans. Rating officials and employees should work together to jointly clarify how competencies apply within the work environment so that there is a common understanding about the expectations for performance. In addition, there should be a discussion of the goals of the individual work unit and the employee's involvement, or contribution, to unit goals for the upcoming year.

Elements should be based on organizational goals, strategic plans, position descriptions, and internal and external customer needs. The standards should focus on results, service quality, and customer satisfaction.

The employee and rating official sign and date the plan indicating that it has been discussed and that the employee has had the opportunity to obtain a clear understanding of expectations.

What methods could be used to assist in developing work plans

Appendix B, *Quick Reference for Developing Employee Performance Plans That Link to Organizational Goals*,

that reflect organizational goals and strategic plans?

provides an 8-step method which can be used to incorporate organizational goals and objectives.

What is the established format?

Performance plans are developed on SCA Form 4140, Performance Work Plan. (See Appendix A.) This form provides a description of the element and the results expected. The form also has a place for employees and rating officials to provide further clarification of performance expectations, if needed. The employee and rating official may also provide written comments during the progress review, if desired. The form also contains discussion topics for use in planning performance and conducting progress reviews.

How many elements are required in a performance plan?

Employees may have a minimum of two, but no more than five, rating elements in their performance plans.

What types of elements may be included in a performance plan?

Only critical elements may be included in the performance plan. All employees must have at least one job specific performance element. This may include supervision, individual contributions to team accomplishments, execution of duties, etc., or an element may be specifically written for this purpose in the blank numbered blocks provided at the end of the standardized elements.

A *mandatory* Equal Opportunity/Civil Rights (EO/CR) element is required as a stand-alone element for all supervisory and managerial officials (Element 9). Employees who are not supervisors must also have an EO/CR standard; this has been incorporated into Element 10.

What is an additional performance element?

Additional performance elements provide agencies another tool for communicating performance expectations important to the organization. In essence, they are dimensions or aspects of overall performance that the agency wishes to communicate and appraise, but which will not be used in assigning a summary level. Such additional elements may include objectives, goals, program plans, work plans, and other methods of expressing expected performance. Further information on additional elements and examples are provided in Appendix D.

If additional performance elements are not attached to the performance plan, what purpose

Additional performance elements communicate a fuller picture of the performance that is expected and encourage dialogue between supervisors, employees, and peers that otherwise

do they serve?

might not have taken place. They provide a tool for monitoring and tracking team and/or group performance and individual expectations toward accomplishing organizational goals.

What is the established format for additional elements?

Additional elements are to be provided separately in a format best suited for the element and are not attached to the performance plan. A simple form is provided in Appendix D.

What if there is disagreement with the content of the performance plan?

The rating official and the employee should attempt to resolve the disagreement informally. If an agreement cannot be reached, the rating official's decision prevails.

What are the alternatives if a performance plan is not received within the specified timeframe?

If an employee does not receive a performance plan within the specified timeframe, they should contact their rating official to inquire of the status and request a meeting to jointly develop the standards. If standards are still not established, the employee should seek assistance from the rating official's supervisor or their Servicing Human Resources Office. Bargaining unit employees may also seek the assistance of their exclusive representative.

What if an employee refuses to sign a Performance Plan?

If the employee refuses to sign the performance work plan, the supervisor should note this in the employee's signature block, along with the date the plan was discussed and implemented. Lack of the employee's signature does not negate implementation of the plan.

Can performance plans be grieved?

By law, the contents of a performance plan cannot be grieved.

Who retains the performance plan?

Throughout the appraisal period, the rating official will maintain the original copy of the performance plan. The employee will be provided with a copy.

How will performance be monitored and appraised?

Monitoring and Appraising Performance

The employee and Rating Official will meet periodically throughout the appraisal period to provide feedback relating to performance. This will be accomplished through progress review(s), performance ratings, and ongoing communication. The methods for monitoring performance, i.e., supervisory review, complaints received, etc., should be discussed with the employee prior to implementation of the performance plan.

What is the appraisal period?

Appraisal period refers to the period of time during which an

employee's performance will be reviewed and a rating of record will be prepared. The appraisal period generally begins on October 1 of each year and ends on September 30 of the following year.

What is the minimum appraisal period?

The *minimum appraisal period* is the 90-calendar-day period of time, or such other period of time as established in local negotiated labor-management agreements, during which an employee must have operated under a performance work plan and for which the employee may receive a performance rating.

What is a Progress Review?

A *progress review* is a joint discussion between the rating official and the employee regarding specific strengths and weaknesses in relation to the employee's performance work plan, as well as any areas of performance which are central to the employee's position. Open dialog between the employee and the rating official is crucial. A progress review does not involve the issuance of a rating of record.

How often are Progress Reviews held?

Progress reviews are conducted *at least once* during a full appraisal period. Normally, these required reviews will be accomplished during the midpoint of the appraisal period.

Who is responsible for initiating Progress Reviews?

Rating officials are responsible for initiating communication with the employee about actual performance and ensuring progress reviews are held.

What should an employee do if a Progress review is not received?

If a progress review is not conducted, the employee should contact their rating official to inquire of the status. If progress reviews are still not held, the employee should seek assistance from the second level supervisor. Bargaining unit employees may also seek the assistance from their exclusive representative.

How are Progress Reviews documented?

The Rating Official is encouraged to make written comments concerning the employee's performance on SCA Form 4140. The purpose of the written comments is to provide for a more formal identification of the employee's performance in relation to the performance work plan. The employee is also encouraged to provide written comments on the form at this time. Both the employee and the Rating Official *must* initial the appropriate blocks to indicate the discussions were held.

What is a Rating of Record?

A *rating of record* is the final rating issued at the end of the appraisal period. It becomes a part of the employee's performance file (EPF) maintained in the Servicing Human Resources Office. A rating of "Results Achieved" or "Results Not Achieved" is assigned to each element at this time, as well

as the overall summary rating.

When is a Rating of Record given?

Normally, the rating of record is issued annually for the appraisal period ending September 30. Employees who have not served under established standards for the minimum appraisal period must have the timeframe extended to meet this requirement. Once the minimum appraisal period has been completed, a rating of record must be issued.

Are ratings of record given at the completion of details and temporary promotions?

No; however, the rating official to whom the employee was detailed will document the employee's accomplishments and forward the information to the employee's permanent supervisor to be considered when completing the annual performance rating of record.

Are ratings of record given when there is a change in positions and/or supervisors?

No; however, each individual who supervised the employee for 90 days or more during the appraisal period should discuss the performance with the employee, prepare feedback comments, and forward them to the current rating official.

Are ratings of record given when there is a reassignment or promotion but no change of supervisor?

No; however, the supervisor should prepare written documentation of the employee's performance under the previous position and this information will be considered in the employee's annual rating of record.

What is the difference between a rating of "Results Achieved" and "Results Not Achieved?"

An overall summary level of "Results Achieved" means that the employee has met the performance expectations for each element. "Results Not Achieved" means that the employee has not met performance expectations for one or more element(s) and constitutes unacceptable performance.

How are Ratings of Record documented?

The rating official places a checkmark in the "Achieved" or "Not Achieved" column on SCA Form 4140 indicating the individual element rating for only those elements selected to be a part of the performance work plan.

"Results Achieved" performance requires no written comments and requires only the signatures of the rating official and the employee. No higher level review is required.

"Results Not Achieved" performance requires written comments to be attached to the performance work plan and must be signed by the rating official and the reviewing official prior to presenting to the employee for signature.

What if the employee refuses to

The employee's signature only indicates receipt of the rating; it

sign the rating of record?

does not represent agreement with the rating. If the employee refuses to sign the rating of record, the rating official should note this in the appropriate block and indicate the date the rating was issued.

What if performance improvement is needed?

If improvement is needed at any time during the appraisal period, the rating official should discuss and consider reasonable means by which to assist the employee in improving. Such means may include training, closer supervision, revision of assignments, coaching, or placing the employee under an official opportunity-to-improve period (OTI). This may also be referred to as a performance improvement period (PIP), opportunity period, or improvement period.

It is the responsibility of the Rating Official to contact the Servicing Human Resources Office to determine the appropriate course of action.

When is an OTI necessary?

An OTI is necessary as soon as it is determined that one or more element(s) is found to be at the "Results Not Achieved" level. This determination can be made at any time during the appraisal cycle; it is not necessary to wait until the actual rating of record is completed. The Rating Official and employee, with the technical assistance of the Servicing Human Resources Office, will then jointly complete SCA Form 4140-A, Opportunity to Improve (see Appendix E).

What is the purpose of an OTI?

An OTI provides the employee a reasonable opportunity to improve performance to the acceptable level.

Components of the plan consist of:

- the length of time it is in effect,
- the element(s) which is/are unacceptable,
- the specific deficiencies,
- the required improvement(s) to raise performance,
- the support/assistance to be provided, and
- the frequency of follow-up reviews.

What is the duration of an OTI?

The OTI (SCA Form 4140-A) states the length of time for which it is in effect, which must be a minimum of 60 days. The duration will be determined by considering the type of position for which the OTI is being prepared, the types of improvement needed, the amount of reasonable time necessary to demonstrate the acceptable performance, and applicable negotiated labor-management agreements.

What will happen at the end of the OTI period?

A final review will be conducted and will state whether performance meets or does not meet expectations. If it does not meet expectations, then the rating official must provide written comments supporting this determination. The rating official will contact the Servicing Human Resources Office to determine further action necessary.

What happens if performance is at the acceptable level at the close of the OTI?

At the end of the OTI if performance is at the "results achieved" level, the employee must sustain acceptable performance in the element(s) which resulted in the OTI for one year from the commencement date. Should performance later reach an unacceptable level in the same element(s), a performance-based adverse action, or other alternative action, may be proposed without the benefit of an additional improvement period.

What if performance remains unacceptable?

If an employee's performance remains unacceptable at the conclusion of the improvement period, the employee shall be reassigned, reduced in grade, or removed.

Linkage to Other Actions

What impact does a Rating of Record have on within-grade increases (WGI's) and promotions?

No employee shall receive a WGI or promotion unless the most recent rating of record is "Results Achieved." A "Results Achieved" rating is not the only criteria for promotion.

Will employees still have the opportunity to receive recognition based on performance?

Yes; employees will be eligible for quality step increases and other forms of recognition based on outstanding accomplishments. Procedures and criteria for nominating and approving performance-based recognition are covered in the Employee Recognition Policy. SSBD 4130-01.

Will employees still receive service credit and retention standing for reduction-in-force (RIF) purposes?

Yes; ratings will continue to be used to establish service credit and retention standing for RIF purposes. To provide adequate time to properly determine an employee's retention standing prior to a RIF, a general or specific RIF notice will specify the date after which no new rating of record will be given that could be used to determine retention standing and will address how service credit will be applied. Employees should pay particular attention to these notices.

Appendices:

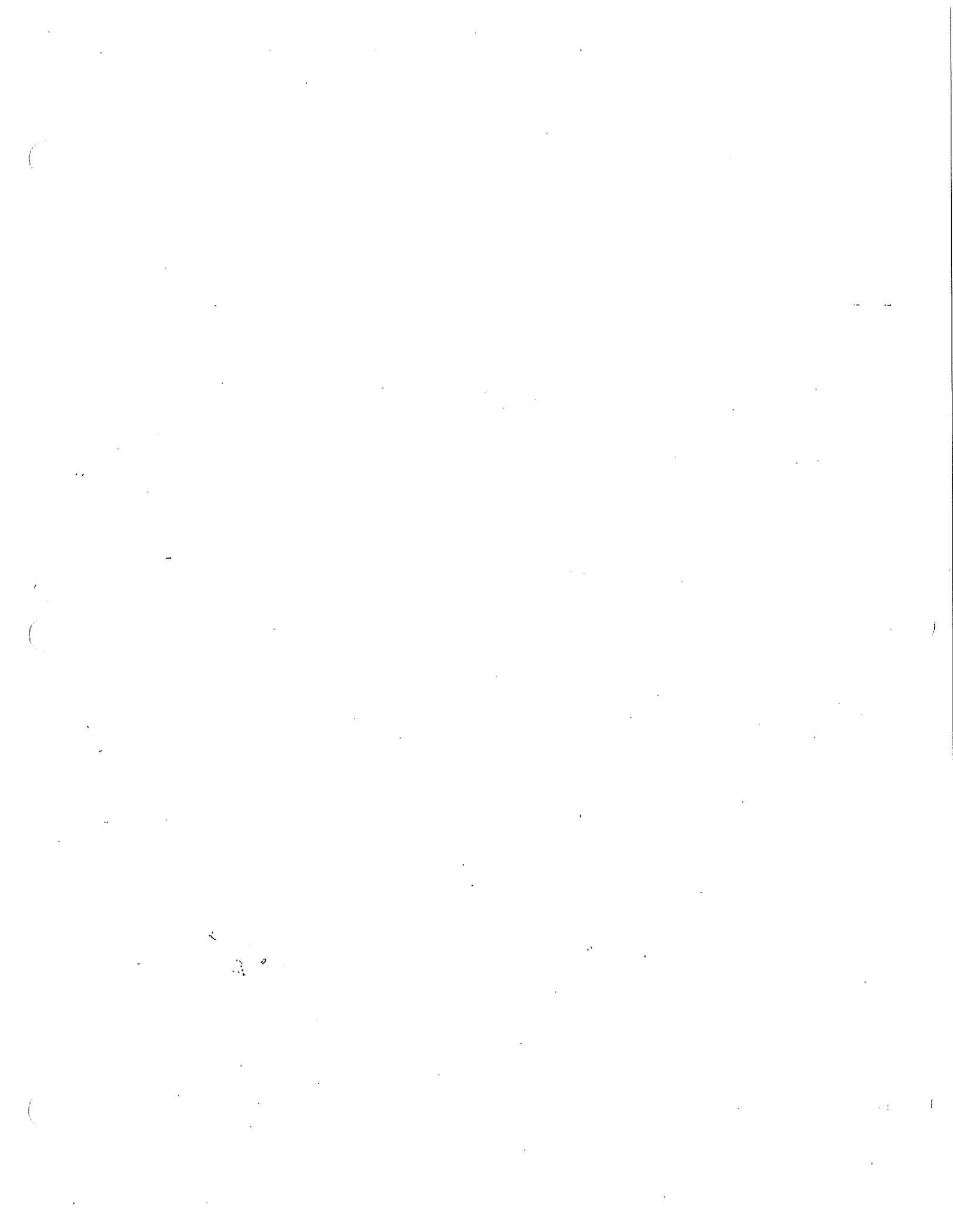
Appendix A: Performance Work Plan

Appendix B: Quick Reference for Developing Employee Performance Plans That Link to Organizational Goals

Appendix C: Developing Performance Plans

Appendix D: The Additional Element

Appendix E: Opportunity to Improve



**United States Department of Agriculture
Service Center Agencies
Performance Work Plan**

Employee's Name: _____ Rating Period: _____
 Title/Series/Grade: _____ Organization: _____
 Duty Location: _____ Social Security No.: _____

PART I. PERFORMANCE PLAN

CRITICAL RESULTS *(Check a Minimum of 2/Maximum of 5 Applicable Elements)*

The narrative statement describes the "Results Achieved" level of performance. Where applicable, quantity, quality, and timeliness are derived directly from appropriate agency regulations, policies, instructions, work plans, etc. If no agency or regulatory guidelines exist, further clarification will be provided by the rating official.

	<i>Achieved</i>	<i>Not Achieved</i>
<input type="checkbox"/> Element #1 – Execution of Duties Completed work assignments are routinely performed in a timely manner, assuring a quality of work that meets the needs of the organization. Solutions developed demonstrate improvements in work methods. Work products do not require substantive revisions. Assignments are completed in accordance with applicable agency guidelines, including timeframes. Further clarification, as needed:		
<input type="checkbox"/> Element #2 – Communications As a rule, oral and written communications are clear, correct, timely, and presented in an understandable manner. Supervisor and coworkers are informed of issues and problems when necessary. Information and guidance provided is timely and accurate. Further clarification, as needed:		
<input type="checkbox"/> Element #3 – Supervision Work is assigned in a fair and effective manner. Technical guidance to subordinate staff is ordinarily provided in a timely manner. Performance management is implemented in accordance with procedure. Issues, concerns, or problems are handled promptly and fairly. To the extent possible, staff is properly trained and complies with occupational health and safety programs. Management decisions are supported and implemented within appropriate timeframes. Further clarification, as needed:		
<input type="checkbox"/> Element #4 – Team Leadership Routinely leads individuals and team members toward specific goals and accomplishments. Provides encouragement, guidance, and direction as needed. Adjusts style to fit situation. Delegates appropriate authority in an effective manner. Coordinates functions of the team members. Demonstrates a sincere interest in employees' activities, abilities, etc. Further clarification, as needed:		

	Achieved	Not Achieved
<input type="checkbox"/> Element #5 – Program Management Manages program(s) resolving issues and problems within the employee’s control. Monitors all aspects of program(s) for quality, effectiveness, and consistency. Program plans and guidance are responsive to objectives and requirements of the Agency. Policy instructions are appropriately issued and are accurate. Evaluates effectiveness of work and adjusts plans accordingly. Further clarification, as needed:		
<input type="checkbox"/> Element #6 – Special Projects Special projects are regularly completed on time in a competent, accurate, and thorough manner. Completed projects comply with regulations and procedures. Special projects are completed independently, or reflect research and collaboration with others as required. Further clarification, as needed:		
<input type="checkbox"/> Element #7 – Research and Analysis Thoroughly and accurately researches issues in a timely manner, using available reference sources (e.g. USDA manuals, or applicable law or regulations). Makes reasonable recommendations or decisions based on available guidance. Further clarification, as needed:		
<input type="checkbox"/> Element #8 – Customer Service Provides advice that is timely, responsive, and accurate. Maintains appropriate rapport with internal and external customers. Develops and establishes working relationships with external organizations as required. Keeps supervisor and/or team leader informed of difficult and/or controversial issues and unique problems. Takes action to effectively solve problems before they have an adverse impact on the organization or other employees. Further clarification, as needed:		
<input type="checkbox"/> Element #9 – Equal Opportunity & Civil Rights [Mandatory for supervisors and managers] Performs all duties in a manner which consistently demonstrates fairness, cooperation, and respect toward coworkers, office visitors, and all others in the performance of official business. Demonstrates an awareness of EO/CR policies and responsibilities of Agency and Departmental goals of valuing a diverse, yet unified workforce. Further clarification, as needed:		
<input type="checkbox"/> Element #10 - Personal Contacts - EO/CR [Mandatory for all non-supervisory employees] Routinely displays courteous and tactful behavior towards internal and external customers, supervisors, coworkers, and/or team members. Projects a positive and professional image of USDA. Performs all duties in a manner which consistently demonstrates fairness, cooperation, and respect toward coworkers, office visitors, and all others in the performance of official business. Demonstrates an awareness of EO/CR policies and responsibilities of Agency and Departmental goals of valuing a diverse, yet unified workforce. Further clarification, as needed:		

	Achieved	Not Achieved
<input type="checkbox"/> Element #11 – Resource Management Monitors allocated funds and maintains complete and accurate records of expenditures. Routinely utilizes resources in an efficient and effective manner. Ensures that funds, property and other resources are guarded against waste, loss, unauthorized use, and misappropriation. Further clarification, as needed:		
<input type="checkbox"/> Element #12 - Individual Contributions to the Team Ordinarily displays dependability and reliability. Promotes open communication. Contributes creative ideas and actively participates in team meetings resulting in added value to the team's products and services. When problems arise, explores causes and assists in resolving them. Works with team members to appropriately implement decisions. Is usually open-minded to new ideas and approaches in implementing the team's goals. Willingly accepts and acts on constructive criticism. Further clarification, as needed:		
<input type="checkbox"/> Element # 13 -		
<input type="checkbox"/> Element # 14 -		
<input type="checkbox"/> Element # 15 -		

PART II. PROGRESS REVIEW: *One progress review is required; however, frequent communication between the employee and rating official regarding performance is encouraged and recommended. Date of review, initials of employee (Emp), and initials of Rating Official (R.O.) must be provided for each review. Employee and Rating Official are encouraged to provide written comments.*

Rating Official's Comments:

Employee's Comments:

Date: _____

Emp Initials: _____

R.O. Initials: _____

DISCUSSION TOPICS FOR USE IN PLANNING PERFORMANCE AND CONDUCTING PROGRESS REVIEWS

- * Employee's performance on primary responsibilities/priorities in the past year.
 - revise performance work plan for the coming year, as necessary
 - relationship to overall work unit objectives
- * Employee's strengths and areas for growth
- * Barriers to effective work performance and job satisfaction
- * Employee's development (over the past year; future needs for current job; long-term career goals and developmental needs to achieve them)
- * Possible work process improvements
- * Whether employee continues to grow to meet future needs and demands of the changing environment
- * Employee's feedback/constructive suggestions for supervisor
- * Anything else the employee or supervisor would like to address

PART III. SUMMARY RATING: RESULTS ACHIEVED **RESULTS NOT ACHIEVED**

A "Results Not Achieved" rating requires explanation. Provide additional comments as an attachment.

PART IV. CERTIFICATION: *(Employee's signature certifies review and discussion with the Rating Official. It does not necessarily mean that the employee concurs with the information on this form).*

Performance Plan: (Sign when plan is established)

Summary Rating: (Sign when rating is completed)

Employee

Date

Employee

Date

Rating Official

Date

Rating Official

Date

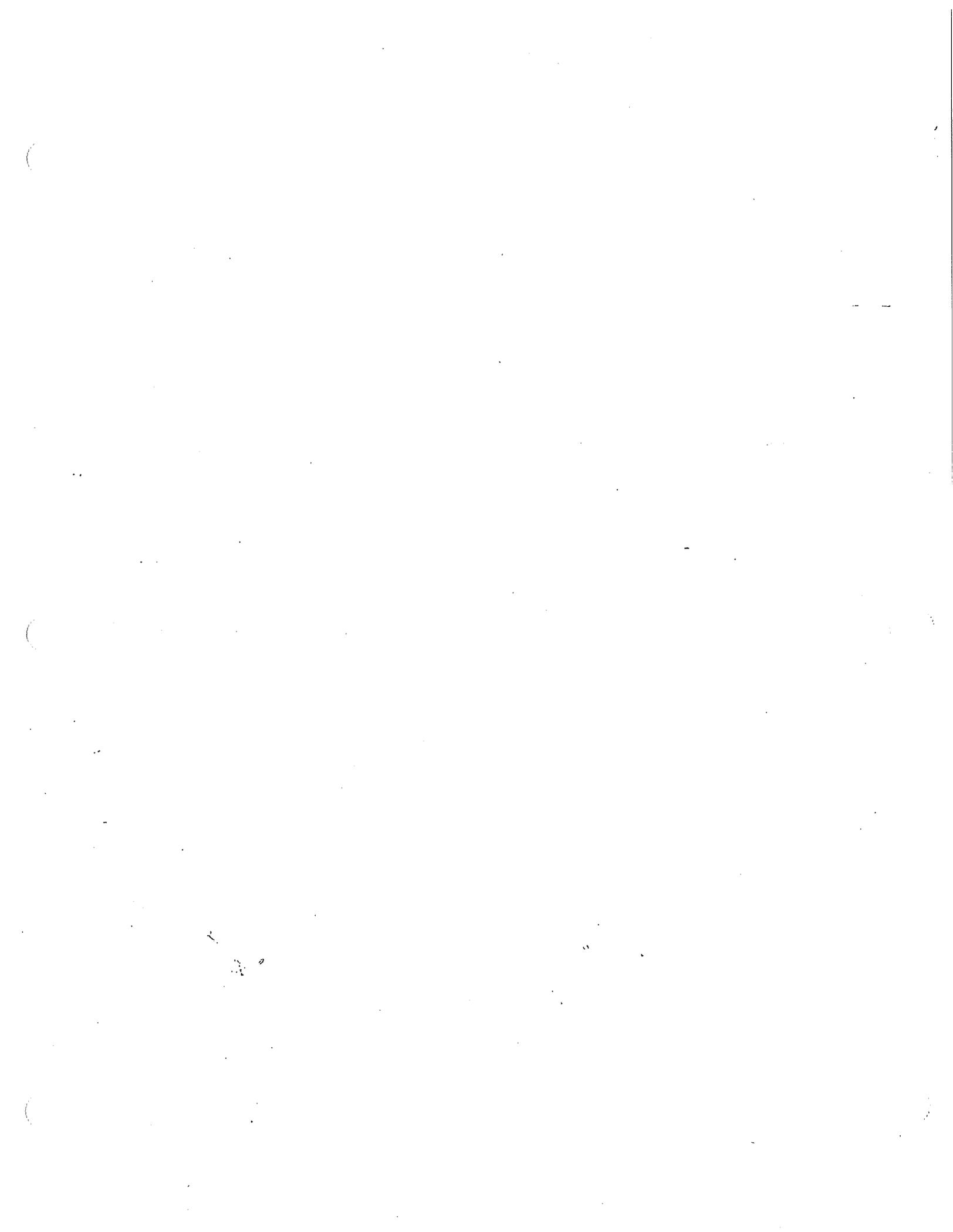
I have reviewed the standards of conduct and have had any questions answered to my satisfaction.
(Employee, initial the appropriate block below.)

Yes

No

Reviewing Official (required for summary rating of "Results Not Achieved")

Date



<p style="text-align: center;">QUICK REFERENCE FOR DEVELOPING EMPLOYEE PERFORMANCE PLANS THAT LINK TO ORGANIZATIONAL GOALS</p>

Step 1**Look at the overall picture.**

Review organizational goals and objectives and performance measures already available. Determine which goals and measures the employee's work unit can affect.

Step 2**Determine what's going to be measured at the work unit level using any or all of the following methods:**

Method A (*Results-Oriented*) Cascade the organization's mission or goals to the work unit level. Determine the work unit's accomplishment(s) that directly affect the organization's mission or goals.

Method B (*Results-Oriented*) Determine the product(s) or service(s) (i.e., the accomplishments) that the work unit supplies or provides to its customers.

Method C (*Process-Oriented*) Develop a process flow chart for the work unit. Establish key steps in the work process(es). These are the steps that should be measured.

Step 3**Develop performance elements that support work unit goals and mission or work processes.**

Performance work plans can only include critical elements that address individual performance. However, one way to ensure that those assignments and responsibilities are linked to the organization's mission and goals would be to derive elements from work unit results. The most important aspects of unit performance (results and/or processes) are identified in Step 2.

Step 4**Determine which performance elements should be critical elements and mark these on the performance work plan.**

There is a good possibility that the element should be critical if the element is a major component of the work, if serious consequences would result if the employee performed it unacceptably, if the element requires a significant amount of the employee's time, or if there is a statutory or regulatory requirement related to its performance.

Step 5**Develop work unit and individual measures.**

For each element or work accomplishment, determine which general measure(s) (i.e., quantity, quality, timeliness, or cost-effectiveness) are important. Determine how to measure the quantity, quality, timeliness and/or cost-effectiveness for the element. If an accomplishment can be measured with numbers, determine the unit of measurement to be used. If performance can only be described (i.e., observed and verified), clarify who would appraise the work and what factors they would look for.

Step 6**Develop work unit and individual standards.**

A *successful* standard must be established for each critical element. Write the performance requirement(s) or expectation(s) that must be met to be *successful*.

If the measure for the element is numeric, determine minimum number(s) that would represent successful performance. If the measure for the element is descriptive, determine what the rater would see or report that would verify that performance expectations for that element had been met and below which a performance problem would exist.

If other work accomplishments or achievements are to be tracked and measured, it is recommended that employees be given a clear idea of the performance expectations to help them and their work units focus on what they are to do. Avoid absolute and backwards standards.

Step 7**Determine how performance will be monitored.**

Determine what data to collect for each performance element, the source of the data, and whether all the data or just a sample should be collected. Determine when the data should be collected, who should collect it, and who should receive it. Review existing reports for possible use as feedback reports. Create feedback tables or graphs where appropriate, necessary, or desired. Try to design feedback processes that give employees feedback automatically.

Step 8**Check the performance plan to ensure that elements and standards are effective and meet regulatory requirements.**

Are the performance expectations quantifiable, observable, and/or verifiable? Does failure on the element mean that the employee's overall performance is unacceptable? Are the standards attainable and challenging and are expectations reasonable? Do they allow for some margin of error? Can the rater manage the data collected through the measurement process? etc . . .

Developing Performance Plans

This section further describes the 8-step process for developing performance plans for an individual employee as outlined in Exhibit 2 in this handbook. If you are beginning work on employees' performance plans "from scratch," it may be easiest for you to do each of the steps in order, just as they are presented here. However, individual circumstances or preferences may require that one or more steps be done out of sequence. In addition, the information developed during a later step may require you to revise the material you developed in a previous step. The bottom line is that the 8-step process is a tool intended for your use. Use it in the way which best helps you.

Step 1: Look at the big picture.

To complete this step, you should obtain copies of any available documents which describe your organization's mission and strategic plan, and any organization/program goals or customer service standards which are already in place. For field personnel, goals and objectives developed for your State, Area/Regional, or Local Office would be useful.

Review these materials to help identify goals and objectives which may apply directly to your work unit, or which, through a cascading effect, have an impact on your operations. While these materials may not tell you exactly what your own work unit's goals should be, they will at least point you in the right direction and help you answer the question, "What does my work unit do that supports mission area (and/or service center) goals?"

Step 2: Determine what's going to be measured at the work unit level. Focus on accomplishments.

Three different methods may be used to accomplish this step.

Method A: Cascade the mission or goals of the agency down to the work unit level.

Method B: Determine the value-added accomplishments (i.e., the results) the work unit provides for its customers

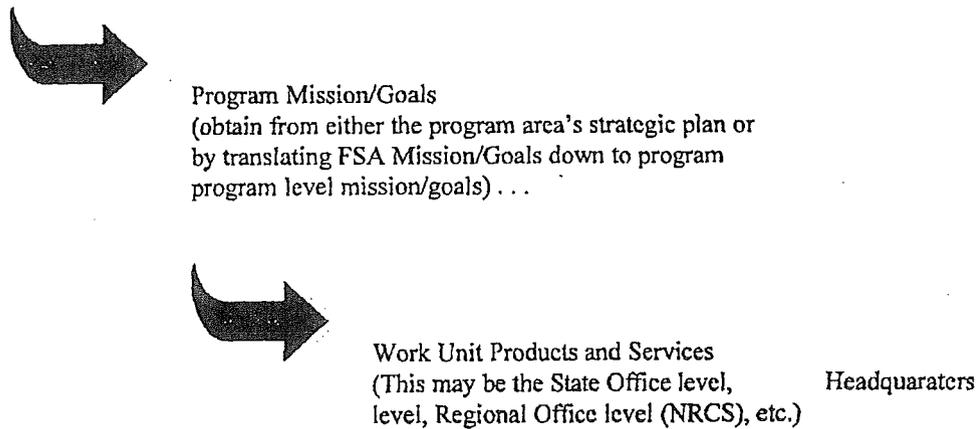
Method C: Develop a process flow chart for the work unit.

Each of these methods is described on the following page. You might prefer one method over another based on the characteristics of your organization, or on how easy it is to come up with information using a particular method. Some individuals get good results using all three methods and comparing or combining the results.

Method A: (Results-oriented.) Cascade the mission or goals of the agency down to the work unit level. Start out with a goal at the highest level of the organization and move down progressively lower in the organization, identifying one or more goals at each level through the work unit level.

For example,

Farm Service Agency
Mission/Goals (obtain from
Strategic Plan) . . .



This is the cascade or "trickle down" effect. In essence, you are mapping your organization's mission and/or goals as they cascade or "trickle down" to the work unit. When this is done, try to show how your work unit's goals and objectives link to the higher level mission and goals.

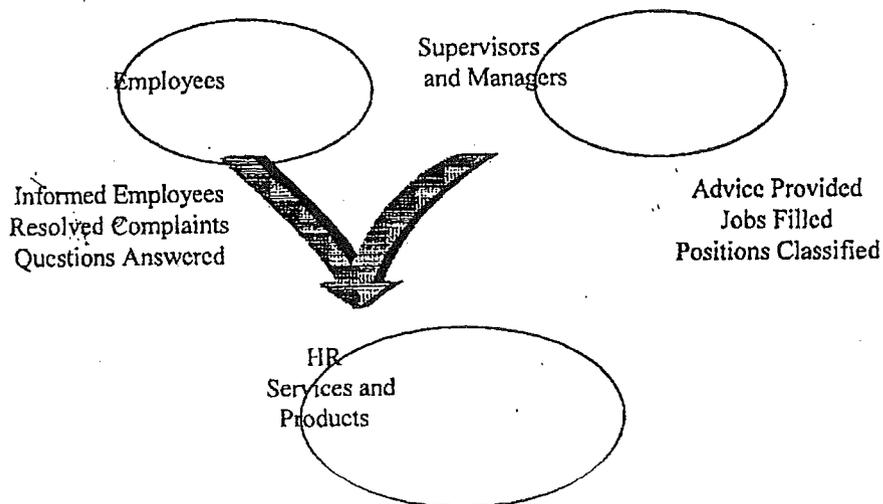
Method B: (Results-oriented.) Determine the value-added accomplishments (i.e., the results) the work unit provides for its customers. Use Method B (the customer-focused method) to identify the product(s) or service(s) that your work unit provides.

Before using this method, you first need to answer the following questions:

- Who are the customers of the work unit?
- What products and/or services do the customers expect?

Begin with listing your work unit's customers. Next, determine what product(s) or service(s) your work unit supplies or provides to its customers. Identify your work unit's products, services, etc., as accomplishments (i.e., advice provided) rather than activities (provides advice).

The following diagram shows the results of an analysis, using Method B, of the accomplishments of the Human Resources function.



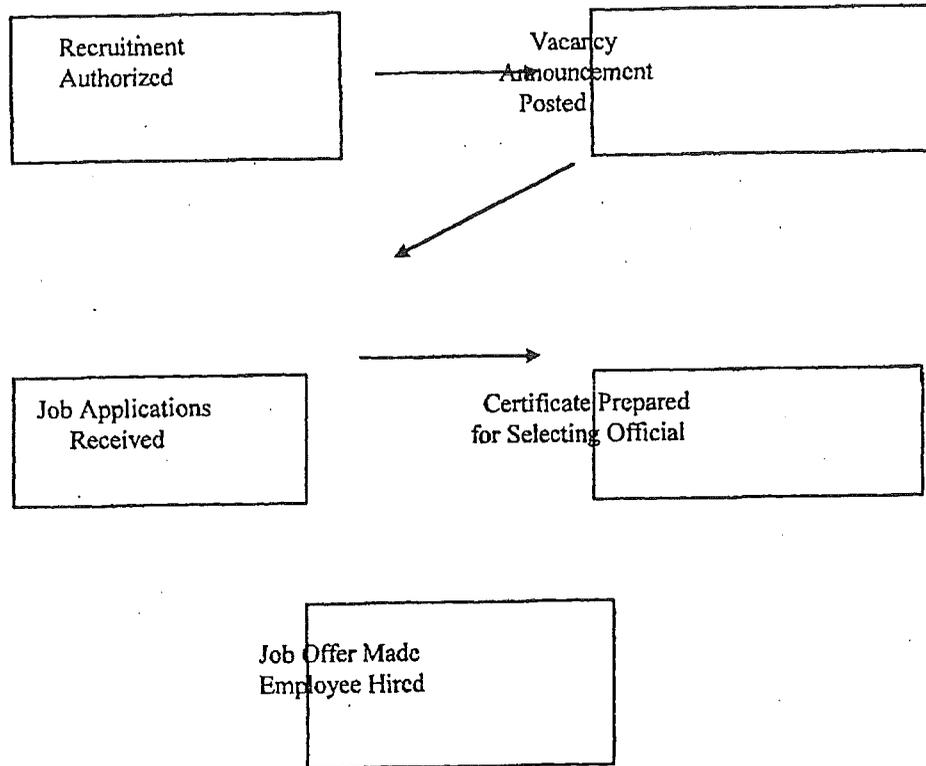
Method C: (Process-oriented.) Develop a process flow chart for the work unit. Establish key steps in the work process. These are the steps that should be measured.

Before using this method, you should first answer these questions:

How does the work unit achieve its results?

Which are the most important steps in the process? (These are the steps that probably should be measured.)

Map out the work process(es) of your work unit. Focus on the major categories or steps of the work. You may need to first list the smaller steps of the work and then group them into major categories. The following process map shows the key steps in filling a job vacancy -- one of the many processes carried out in a typical human resources office.



Step 3: Develop performance elements that support work unit goals and mission or work process(es)

Generic, or standardized, performance elements have already been developed for your use on SCA Form 4140, Performance Work Plan. These performance elements, and any which you may develop, must address individual assignments and responsibilities only. One way to ensure that those assignments and responsibilities are linked to the organizational mission and goals is to derive elements from work unit results. The most important aspects of unit performance (results and/or processes) were identified in Step 2.

Elements that address individual achievements can be identified using a role-results matrix. List the work unit accomplishments (i.e., results or process steps, products, or services) across the top of the matrix. List each member of the work unit or each job position down the left side of the matrix. In each cell, list the assignment or responsibility (i.e., performance element) that the member must produce or perform to support the work unit accomplishment or process step. All performance elements should be either quantifiable or verifiable (i.e., using quantity, quality, timeliness, or cost effectiveness). (Note: Do not identify as elements those aspects of performance which neither the work unit nor the individual can control or which are impractical to measure.)

(Example of matrix follows on next page.)

		Responsibilities (Accomplishments)	
Service Member	Sound Advice Provided - Jobs Filled	Positions Classified	Informed Employees - Resolved Complaints - Questions Answered
HR Director	Personnel Management Specialists and managers	Guidance and technical assistance to Personnel Management Specialists and managers Approved personnel policies Approved Merit Promotion certificates	Process for communicating with workforce Process for receiving and resolving employee complaints
Personnel Management Specialist		Advice and assistance to supervisors and managers Positions evaluated and classified Position Reports prepared Prepared vacancy announcements Qualified candidates referred for employment	Information gaps identified Recommendations to close workforce information gap Complaints investigated Complaints resolved
Personnel Clerks		Answers to routine personnel questions Applicant Notification Closed vacancy files	Informative materials prepared, copied, and distributed
Step 4: Determine which performance elements should be critical elements.			

Remember, a critical element is a work assignment or responsibility of such importance that unacceptable performance (e.g., results not achieved) in that element would result in a determination that the employee's overall performance is unacceptable. All performance elements under the performance management program implemented January 1, 1999, are critical elements. Employees must have at least two, but no more than 5, elements in their performance plans. If the generic ones don't suit your needs, the form, SCA Form 4140, Performance Work Plan, provides blank space for 3 elements of your choosing -- just be sure they are *critical*.

Work unit or team performance can be measured and tracked but can only be included in an employee's performance plan to the extent that it measures the *individual's* contribution to the team. Team elements, as such, may not be included as a critical element in the performance plan. They must be addressed as an additional performance element (see Appendix 5).

How do managers, work units, and employees figure out which elements are critical? Answer the following questions. If the answer to any one or more of them is yes, then there is a good possibility that the element should be critical.

- Is the element a major component of the work?
- If the employee performed unacceptably on the element, would there be serious consequences to completing the work of the organization? (What would those consequences be?)
- Does the element require a significant amount of the employee's time?
- Is there a statutory or regulatory requirement related to performance of this element?

Using the human resources function, as we have in the past examples, here is an example of how the HR Director and employee might designate which elements are critical for the Personnel Management Specialist position.

Element	Type of Element
1. Advice and assistance to supervisors and managers	Critical
2. Position classification (positions evaluated and classified)	Critical
Preparation of position reports	
3 Recruitment (prepared announcements/qualified candidates)	Critical
Information gaps identified	
Complaint investigation and resolution	

4. HR Service Accomplishment (not critical) (Group-level performance to be tracked and measured, but not included in the performance plan.) -- Informed employees	Additional
5. Individual Accomplishment (not critical) (Individual performance to be tracked and measured for awards purposes.) -- Recommendations for closing information gap in workforce	Additional

In the previous example, Element #1, Advice and assistance to supervisors and managers, could easily be evaluated by using Element #2, Communications, in the Performance Work Plan. Elements #2 and #3 concern work products and would fit in with Element #1 of the Performance Work Plan, Execution of Duties. Under our program, another element which would be required for this nonsupervisory position is Element #10, Personal Contacts - EO/CR. So, by identifying the critical aspects of this job, you have determined three elements to use in the Performance Work Plan. If the employee is responsible for administering any programs, Element #5, Program Management, would provide another element; and if the employee received multiple special projects in his/her position, Element #6, Special Projects, would provide another workable element.

Again, in this example, Elements #4 and #5 would be considered as additional performance elements and would not be included in the performance plan. See Appendix E for information on additional elements.

Step 5: Determine work unit and individual measures.

Measures are the yardsticks used to determine how well work units and employees produce (or provide) products (or services). For each critical element or accomplishment that you want to track and measure, determine which general measure(s) (i.e., quantity, quality, timeliness, or cost-effectiveness) are important. Determine how to measure the quantity, quality, timeliness, and/or cost-effectiveness for the accomplishment. If an accomplishment can be measured with numbers, record the form of measurement to be used. If performance can only be described non-numerically, determine who would observe and verify the work and what characteristics they would look for.

Measures. *Quality* addresses how well the work is performed and/or how accurate or how effective the final product is. Quality refers to accuracy, appearance, usefulness, or effectiveness. Quality can be expressed as an error rate, percentage of errors allowable per unit of work, or as a general result to be achieved.

Examples of quality measures using numerics include:

- has less than 2% error rate;
- 78% of customers are satisfied with the product;
- 95% of products meet design specifications.

Examples of descriptive quality measures include:

- Advice and recommendations consistently represent sound policy and principles, supporting Administration initiatives and current agency strategic goals.
- Written products generally follow the principles outlined by the President's Plain Language memo and NPR guidance, including logical organization, descriptive section headings, simple terms, and good usage of tables, lists, graphics, and white space.
- Routinely responds to each customer request with the most accurate and complete information available; if the employee cannot answer a question completely, s/he generally provides name and phone number for the proper contact; if the question requires additional research, keeps the customer apprised or progress.

In developing quality measures, just ask the following questions for each results statement:

How could quality be measured? If it can't be measured numerically, ask "Who could judge that the result was done well? What factors would they look for? If the judge is the customer, ask: What does the customer expect from this product or service?"

Quantity addresses how much work is produced or the volume or amount of work expected. Examples of quantity measures include:

- 600 transactions
- 250 incoming calls.
- Produces at least one major product (e.g., a workshop, complex paper, report, often over 10 pages long); at least three intermediate, in scope, products (e.g., topic papers or overviews 3 - 10 pages long); OR at least five minor products (e.g., newsletter articles, 1 - 2 page papers), OR a combination of these. (To meet the definition of "produces," the report or paper at least must be cleared by the Division Chief.)

Timeliness addresses how quickly, when, or by what date the work is produced. The most common error made in setting timeliness standards is to allow no margin for error, and hence, creating an absolute standard. An example of a timeliness measure is: Employee initially responds to customer requests for assistance within at least 8 working hours from receipt of request.

Cost-Effectiveness addresses dollar savings to the Government. Standards that address cost-effectiveness should be based on specific resource levels (money, personnel, or time) that generally can be documented and measured in an organization's annual fiscal year budgets. Cost-effectiveness standards may include such aspects of performance as maintaining or reducing unit costs, reducing the time it takes to produce (provide) a product (service), or reducing waste.

Regardless of the type of measure being used, the standard at the Results Achieved, or fully successful, level should be written to be challenging, yet attainable. If the measure is numeric, list what will be tracked or counted. If the measure is descriptive, identify the factors or indicators which the rater will use.

Step 6: Develop work unit and individual standards.

The Merit Systems Protection Board (MSPB) and the courts have held that an agency must ensure that:

- Standards are reasonably attainable;
- Standards are not impermissibly absolute (allow for no error); and
- Standards inform the employee of the level of performance needed to retain his or her job.

Performance standards are generally expressed in terms of the measures identified in Step 5 (i.e., quality, quantity, timeliness, and cost-effectiveness). If the measure for the element is numeric, determine the minimum number(s) that would represent *Results Achieved* (e.g. fully successful) performance. If the measure for the element is descriptive, determine what the rater would see or report that would verify that performance expectations for that element had been met and below which a performance problem would exist.

In our past 5-level performance management program, ranges were used to express measures. This was because there were two levels above the fully successful level at which an employee may be rated. Now, with a 2-level program, ranges are no longer needed as there are no levels above the fully successful level (Level 3). For example, we might have used "no more than 3 - 8% errors per quarter, as determined by the supervisor." Under the 2-level program, this standard would be stated as "no more than 8% errors per

quarter, . . ." Only a single number, or single point of performance, is necessary in a program that appraises elements at two levels.

The next page contains sample standards for the personnel management specialist position discussed in previous examples.

Example of Performance Standards

Element	Type	Measure	Standard
1. Advice and assistance to supervisors and managers	CE	<p>Quality: Accurate and responsive advice in response to issues raised.</p> <p>Timeliness: Provided in manner that meets time constraints of supervisor/ manager.</p>	<p>Advice is consistently provided without substantive errors.</p> <p>Advice is consistently provided within needed timeframes.</p>
2. Position classification	CE	<p>Timeliness: PDs are evaluated in a timely manner</p> <p>Quality: Classification actions reflect proper evaluation against relevant standards. When needed, position and desk audit reports are thorough.</p>	<p>PDs are consistently evaluated within 10 working days of receipt.</p> <p>Classification recommendations are generally accepted. Position and desk audit reports generally do not require revision.</p>
3. Recruitment	CE	<p>Timeliness: Recruitment initiated in timely manner.</p> <p>Quality: Vacancy announcements are consistently accurate:</p> <p>Quantity: Recruitment process generally yields sufficient number of well-qualified applicants.</p>	<p>Recruitment efforts consistently initiated within 5 working days of authorization.</p> <p>Announcements are in accordance with PD, merit promotion plan, and OPM qualification standards.</p> <p>Area of consideration and outreach efforts produce at least 3 well-qualified applicants.</p>

4. <i>HR Service Accomplishment: Informed employees</i>	AE	Quantity: Methods are developed to provide information/guidance to employees on HR programs (e.g., benefits, pay, etc.). Quality: Information/ guidance meets employee needs.	Guidance on three programs developed and distributed. Reduction in number of requests for information/ guidance.
5. <i>Individual Accomplishment: Close information gap in workforce</i>	AE	Quantity: New lines of communication identified to respond to employee questions/concerns.	At least one new approach implemented to improve communications.

Note: All Standards are provided at the Level 3, or Results Achieved level (e.g., Fully Successful).

General Advice about Developing Performance Standards:

Avoid Absolute Standards. An "absolute" standard, one that allows for no errors, is acceptable only in certain circumstances. Where a single failure to meet the standard would result in loss of life, injury, breach of national security or great monetary loss, an agency can legitimately defend its decision to require perfection from its employees. In other circumstances, the MSPB and the courts will usually find that the agency abused its discretion by establishing standards that allow for no margin of error.

Here are some questions to help you identify and determine the appropriateness of absolute standards.

- How many times may the employee fail this requirement and still be acceptable? (If the answer is "zero," you may have an absolute standard.)
- Does the standard use words such as "all," "never," and "each"? (These words do not automatically create an absolute standard, but they often alert you to problems.)
- If the standard allows for no errors, would it be valid according to the criteria listed above (risk of death, injury, etc.)?

Avoid "Backwards" Standards. The law requires that a performance standard describe the level of performance needed for retention in the position. Standards such as "fails to meet deadlines" or "performs work inaccurately" allow an employee to do virtually no work or to do it poorly and still meet the standard. These standards are invalid.

Here are some questions to help you identify "backwards" standards:

- Does the standard express the level of work the supervisor wants to see or does it describe negative performance?
- If the employee did nothing, would s/he meet the standard? (Example: Completes less than four products per year.)
- If the employee requires assistance all of the time, would s/he meet the standard? (Example: Requires assistance more than 50% of the time.)

Step 7: Determine how performance will be monitored.

Determine what data to collect for each performance element, which source(s) the data should come from, and whether all the data or just a sample should be collected. Determine when the data should be collected, who should collect it, and who should receive it. Review existing reports for possible use as feedback reports. Create feedback tables or graphs where necessary (only for additional elements). Try to design feedback processes that give employees feedback automatically. *Note: You cannot seek feedback from external sources (non-government sources).*

(See next page for example.)

Example: Monitoring Performance Standards

Element and Type	Measure	Standard	Feedback Source for Monitoring
1. <i>Advice and assistance to supervisors and managers</i> (Critical)	<p>Quality: Accurate and responsive advice in response to issues raised.</p> <p>Timeliness: Provided in manner that meets time constraints of supervisor/manager.</p>	<p>Advice is consistently provided without substantive errors.</p> <p>Advice is consistently provided within needed timeframes.</p>	<p>Valid complaints and/or customer surveys</p> <p>Valid complaints and/or customer surveys</p>
2. <i>Position classification</i> (Critical)	<p>Timeliness: PDs are evaluated in a timely manner</p> <p>Quality: Classification actions reflect proper evaluation against relevant standards. When needed, position and desk audit reports are thorough.</p>	<p>PDs are consistently evaluated within 10 working days of receipt.</p> <p>Classification recommendations are generally accepted. Position and desk audit reports generally do not require revision.</p>	<p>PD log</p> <p>Supervisory review</p>
3. <i>Recruitment</i> (Critical)	<p>Timeliness: Recruitment initiated in timely manner.</p> <p>Quality: Vacancy announcements are consistently accurate:</p> <p>Quantity: Recruitment process generally yields sufficient number of well-qualified applicants.</p>	<p>Recruitment efforts consistently initiated within 5 working days of authorization.</p> <p>Announcements are in accordance with PD, merit promotion plan, and OPM qualification standards.</p> <p>Area of consideration and outreach efforts produce at least 3 well-qualified applicants.</p>	<p>Recruitment log</p> <p>Supervisory review</p> <p>Promotion certificates and noncompetitive referral documentation</p>

4. HR Service Accomplishment: Informed employees <i>(Additional, not rated)</i>	Quantity: Methods are developed to provide information/guidance to employees on HR programs (e.g., benefits, pay, etc.). Quality: Information/guidance meets employee needs.	Guidance on three programs developed and distributed. Reduction in number of requests for information/guidance.	Work control procedures Customer survey and/ or valid complaints
5. Individual Accomplishment: Close information gap in workforce <i>(Additional, not rated)</i>	Quantity: New lines of communication identified to respond to employee questions/concerns.	At least one new approach implemented to improve communications.	Work control procedures

Step 8: Check the performance plan.

Use this checklist to ensure that elements and standards are effective and meet regulatory requirements.

- Is the range of acceptable performance clear?
- Are the performance expectations quantifiable, observable, and/or verifiable?
- Are the critical elements truly critical?
- Does failure on the critical element mean that the employee's overall performance is unacceptable?
- Are the standards attainable?
- Are expectations reasonable?
- Are the standards challenging?
- Does the employee need to exert a reasonable amount of effort to reach successful performance level?
- Are the standards fair?
- Are they comparable to what is expected of employees in similar positions?
- Do they allow for some margin of error?
- Can the rater use the standards to appraise performance?
- Can the rater manage the data collected through the measurement process?
- Can the elements and standards be communicated and understood?
- Can the employees be expected to understand what is required?
- Are the elements and standards flexible?
- Can they be readily adapted to changes in resources or objectives?

THE "ADDITIONAL" PERFORMANCE ELEMENT

What is an "additional" performance element? An additional performance element is a "dimension or aspect of individual, team, or organizational performance that is not a critical element" and cannot be used in assigning a summary rating level.

Why would I want to use an "additional" performance element if it cannot be considered in the performance rating? Reasons why an organization might want to use additional performance elements include:

- New Work Assignment. There may be an aspect of work for which management and employees would want to establish goals, track and measure performance, and develop skills, but which they do not want to count in the summary level. For example, if an employee volunteered to work on a new project that requires new skills, an additional performance element describing the new assignment provides a non-threatening vehicle for planning, measuring, and giving feedback on the employee's performance without counting it in the summary level. In essence, this is a form of a developmental work plan or assignment.
- Group Performance. In our new performance appraisal program, additional performance elements are the only way to include a discussion of group or team (aggregate) performance in the appraisal process. Even though the element assessment is not considered when determining the summary level, managers and employees may use it to manage the group's performance. It is important to involve all members of the group in the goal-setting process and in deciding on what will be measured and how. The group decides on a common objective and goals are then set showing who will do what and when.
- Awards. Additional performance elements may be used to determine awards eligibility since our program no longer bases awards solely on a particular summary level.

EXAMPLES:

- A. You want to automate the work assignment database, but your GS-5 clerical assistant is not experienced in using database software. The overall objective is to automate the work assignment database. You provide the parameters of the project to the employee and maintain ongoing close supervision of its progress. The employee will need to meet with the primary user(s) to identify the purpose and scope of the project and the desired outcomes (i.e., reports, fields, etc.). The employee will determine the appropriate *types* of fields to be used based on the information to be maintained and/or manipulated. Reports are to be designed for attractiveness and usefulness of the information.

It has been determined that the employee will need to complete, at a minimum, Beginning and Intermediate ACCESS. The employee will be measured on: (1) Quality -- fields used are appropriate; reports are attractive; information provided is useful; (2) Timeliness -- assignment is completed within 6 months of completion of required training; and (3) Cost effectiveness (from the perspective of supervision requirements) -- assignment is completed with substantial independence.

The employee and supervisor agree that consideration for recognition will be based on the quality of the completed project. In other words, if the employee at least meets his/her expectations in the quality factor, an award will be considered.

Another option in considering recognition would be to weight each factor and then base the award amount on whether the employee at least meets all criteria of each factor being measured. For example, you decide that quality is the most important factor to you, so a weight of 75% is assigned to that factor. You decide that timeliness and cost effectiveness are somewhat equal to each other in importance and assign each a weight of 12.5%. The total, of course, is weighted at 100% meaning that if employee meets (or exceeds) all criteria, s/he will receive 100% of the award amount. Let's say that the employee meets the criteria for quality and timeliness (87.5%), but required a lot of your time for assistance (i.e., did not meet your expectations in cost effectiveness). You have decided the contribution of the completed work assignment is moderate and that \$350 or 12 hours of time off is appropriate. Since the employee met 87.5% of your expectations, you may opt to award him/her either \$306 ($87.5\% \times \350) or 11 hours of time off. (Under the employee recognition policy, you should allow the employee to choose the form of recognition they desire whenever possible.)

B. A team or group decides to track performance in customer service. They decide their overall objective is to strive for excellent in customer satisfaction by having customers assess the team's overall performance in 5 areas: (1) Usefulness of information or assistance; (2) Needs met; (3) Quality of service; (4) Timely service; and (5) Manner of performance by team members/employees. The team decides that at each 3-month interval during the appraisal or survey period, team feedback worksheets will be sent to customers based on the project assignment database (to determine for whom products or services were provided). The customers evaluate the team's performance and return forms/data to team leader (or members). The forms/data provide information for discussion of team performance, i.e., where improvement is needed, where they are doing well, etc. The information is to be used in a positive manner and shared by everyone.

The team decides that at the end of the survey period, awards may be considered if 95% of responses indicate the team at least either met or exceeded expectations in all categories. Individual awards should be considered where individual team members are mentioned for their service excellence in their participation in a major process improvement or where performance consistently exceeds expectations.

Both of these are relatively simple examples of how an additional element might be used. They may also be used to incorporate organizational goals. Another use might be to capture employee or professional development. Additional performance elements have not been used widely, yet, but their popularity is rising as supervisors discover the possibilities they present for managing performance. Keep in mind that performance-based actions may not be taken for failing to meet an additional performance element, but they do provide a vehicle for use in determining awards eligibility.

For those of you who like forms for ease in implementing programs, there is a form for displaying additional elements and a team feedback worksheet on the following pages.

For assistance in developing or using additional elements, contact your servicing human resources office.

United States Department of Agriculture
Service Center Agencies
Additional Performance Element(s) Worksheet

Employee's Name: _____ Position: _____

Organization: _____

Beginning Date: _____ Ending Date: _____

Additional Element #1 (Objective): _____

Measurement: _____

Additional Element #2 (Objective): _____

Measurement: _____

Discussion Comments: (Both employee and supervisor or rating official should have the opportunity to provide comments. Use reverse side of this form, if necessary.) _____

Certification: (Sign when elements are established. Employee's signature certifies review and discussion with the rating official and indicates an understanding that additional performance elements are not rated, not considered in employee's summary rating, and are not included in Employee Performance File (EPF) documentation.) _____

Employee Date Supervisor/Rating Official Date

Team Feedback Worksheet

Team: _____

Team Objective: _____

Assessment made by: _____

Check the most appropriate squares. You are urged to freely use the "Remarks" sections for significant comments or suggestions for improvement. (You may use the reverse of this form to continue "Remarks" if needed.)

<p>USEFULNESS OF INFORMATION OR ASSISTANCE</p> <p>At what level do you feel the information or assistance provided was applicable to the given situation/problem?</p>	<p>Not satisfactory</p>	<p>Below expectations</p>	<p>Met expectations</p>	<p>Exceeded expectations</p>	<p>Major process improvement</p>	<p><input type="checkbox"/></p>				
Remarks:										
<p>NEEDS MET</p> <p>Do you feel that the information and/or assistance provided met current needs?</p>	<p>Not satisfactory</p>	<p>Below expectations</p>	<p>Met expectations</p>	<p>Exceeded expectations</p>	<p>Major process improvement</p>	<p><input type="checkbox"/></p>				
Remarks:										
<p>QUALITY OF SERVICE</p> <p>Do you feel you received quality service?</p>	<p>Not satisfactory</p>	<p>Below expectations</p>	<p>Met expectations</p>	<p>Exceeded expectations</p>	<p>Major process improvement</p>	<p><input type="checkbox"/></p>				
Remarks:										
<p>TIMELY SERVICE</p> <p>Was this team's service provided in a timely manner?</p>	<p>Not satisfactory</p>	<p>Below expectations</p>	<p>Met expectations</p>	<p>Exceeded expectations</p>	<p>Major process improvement</p>	<p><input type="checkbox"/></p>				
Remarks:										
<p>TEAM MEMBERS/EMPLOYEES</p> <p>Did team members/employees provide information/service in a courteous, professional and knowledgeable manner?</p>	<p>Not satisfactory</p>	<p>Below expectations</p>	<p>Met expectations</p>	<p>Exceeded expectations</p>	<p>Major process improvement</p>	<p><input type="checkbox"/></p>				
Remarks:										

Opportunity to Improve

This form documents a plan for required performance improvement when performance does not meet expectations (i.e., the "Results Achieved" level). It lists specific examples of the specific deficiencies and the required improvements to bring performance to the "Results Achieved" level. Additional clarifying information, if provided, must be specified in, or attached to, this plan.

Employee's Name: _____ Position: _____

Organization: _____

Commencing Date: ___/___/___ Plan Duration: ___ Days Ending Date: ___/___/___

Element(s)	Deficiency(ies) (cite specifics)	Required Improvement

Support to be provided by the supervisor or Rating Official (e.g. training, equipment, etc.) and the frequency of discussions.

Plan Establishment Signatures:

Employee: _____

Date: ___/___/___

Supervisor/Rating Official: _____

Date: ___/___/___

Regulatory Requirements

- ◆ During this opportunity to improve (OTI), you will be expected to perform all the elements of the performance work plan. You must independently perform these duties at least at the "Results Achieved" level.
- ◆ Upon completion of the OTI, you will be re-evaluated on the element(s) identified in this plan and informed of your performance in relation to your performance work plan.
 - ⇒ If you have achieved the results expected/required, the OTI is concluded and you must maintain this level of performance for one year commencing from the date of the OTI.
 - ⇒ If at any time during this one-year period your performance falls below the "Results Achieved" level in any of the elements specified in this plan, appropriate remedial action will be proposed. This may include, but is not limited to, a downgrade to a different position or removal from your position.
 - ⇒ If at the end of this OTI you have not achieved the results expected/required, it will be necessary to determine an appropriate remedial action to propose as mentioned above.
 - ⇒ If a definite decision cannot be made at the end of this OTI regarding your progress, the OTI may be extended. If this occurs, you will be notified in writing.
- ◆ Areas in which you think you need additional training will be considered. The scope and level of such training provided will be determined based on how much and what kind of training has already been provided and what is customary for your position duties and grade level. If you believe additional training is needed, submit a written request to me within ten (10) days listing specific training needs.
- ◆ Questions regarding this improvement plan, your work assignments, or the level of performance expected from you, should be directed to me.

Experience has indicated that, at times, performance problems can be the result of personal situations. While this may not be the case, it may be helpful to consider all the factors contributing to your performance problems. If this may be the case, we encourage you to contact your Employee Assistance Program (EAP) at _____. You may contact the program personally, or if you prefer, an appointment can be made for you. All information you provide is strictly confidential, unless you specifically authorize its release.

Dates of Follow-up Discussions:

___/___/___	Empl. Init. _____	___/___/___	Empl. Init. _____
___/___/___	Supvr. Init. _____	___/___/___	Supvr. Init. _____
___/___/___	Empl. Init. _____	___/___/___	Empl. Init. _____
___/___/___	Supvr. Init. _____	___/___/___	Supvr. Init. _____

Final Review (to be done upon completion of the performance improvement period):

- Employee has achieved the required improvement described in this OTI. OR
- Employee has not achieved the required improvement described in this OTI. The employee continues to have problems in the areas described below:

Final Review Signatures:

Employee: _____ Date: ___/___/___

Supervisor/Rating Official: _____ Date: ___/___/___

Reviewing Official: _____ Date: ___/___/___

Distribution: Plan Establishment - Rating Official - Original, Employee - Copy, Reviewing Official - Copy, Human Resources - Copy
 Plan Completion - Employee - Copy, Rating Official - Copy, Reviewing Official - Copy, Human Resources - Original



ARTICLE 20 - AWARD PROGRAMS

20.1 GENERAL: The Employer and the Union agree that award programs, such as suggestion, incentive and performance awards, are beneficial to the Employer and Employees. These discretionary awards programs shall be conducted in accordance with applicable laws, rules and regulations with every employee having an equal opportunity to benefit from these programs. These programs will be made known to all employees.

It is an appropriate matter for the Labor-Management Relations Committee to periodically evaluate and review the FmHA Arkansas Awards Program and make recommendations to ensure effectiveness and understanding of the Awards Program.

ARTICLE 21 - LABOR-MANAGEMENT RELATIONS COMMITTEE

21.1 GENERAL: The Employee and Union agree to establish a joint Labor-Management Committee consisting of three (3) members each. The purpose of this Committee shall be to discuss and resolve questions concerning areas, such as the administration of this Collective Bargaining Agreement, dispute resolution and programs such as R-I-F, Incentive Awards, EEO, Contracting out and Training. This Committee shall meet quarterly or more often when the Employer and the Union agree a meeting of this committee is necessary. Prior to these meetings the parties shall jointly exchange an agenda of major topics to be addressed; however, other subjects may be discussed.

The parties understand that this committee does not change or replace the traditional roles in Labor-Management relations, i.e. notification, negotiations and appeal processes.

ARTICLE 22 - PERFORMANCE APPRAISAL SYSTEM

22.1 PURPOSE: The parties to this Agreement each recognize that continual and consistent job performance of the Agency's employees is essential to the efficient operation of the Agency and is necessary for the achievement of the goals and programs for which it is responsible. The purpose of this article is to set forth procedure to be utilized by supervisors in informing employees of their performance and in aiding employees to reach an optimum level of performance. The Agency employee performance appraisal system will be in accordance with appropriate regulations and, as supplemented by this Agreement, shall be utilized in evaluating employee performance.

22.2 DEVELOPMENT OF STANDARDS & ELEMENTS: Responsibilities -

- (a) The Employer and the Union agree that the development of performance standards and identification of critical elements should be a joint effort but the supervisor will make the final determination. Employees and their supervisors shall meet at least once each year to review and/or develop the performance standards and critical elements to be applicable for the coming appraisal year. The standards and critical elements shall be put in writing and signed by the employee and supervisor. Further amendments may be made during the appraisal year, and should be initialed by the employee and supervisor.
- (b) Performance standards shall be consistent with the duties and responsibilities actually assigned to employees and will be consistent with his/her position description. After performance appraisals have been given, if an employee believes any standard does not meet the above criteria, he/she may grieve the application of that standard to him/her through the negotiated grievance procedure.

22.3 PERFORMANCE APPRAISAL

- (a) The appraisal given employees shall be objective and shall be prepared in accordance with the following:
 - (1) The supervisor will discuss the employee's job performance with the employee in private at least once midway through the appraisal period.
 - (2) If deficiencies have been identified in the employee's performance, the employee shall be notified when the problem is perceived. The supervisor will recommend specific ways including training, if needed, for the employee to improve.
 - (3) The annual performance evaluation will be in written form, completed and given to the employee as soon as possible after the end of the appraisal period.
- (b) Confidentiality - Management will take all precautions to insure confidentiality of the performance appraisals. Only authorized individuals will have access to the evaluations. When appraisals are sent through the mail system, they will be sent in a sealed confidentially marked envelope.

(c) Career Ladder

- (1) If the employee is not to receive a career ladder promotion, based on performance, the supervisor will notify the employee in writing, 45 days before the employee is eligible for the promotion.
 - (i) An explanation of those aspects of performance in which the employee's performance falls below an acceptable level, with specific examples;
 - (ii) Specific advice as to what the employee must do to bring his/her performance up to an acceptable level;
- (2) If the employee receives the career ladder promotion, the notice given as provided above will be cancelled and removed from all files. If the promotion is not granted, the supervisor will then periodically (at least quarterly) review the employee's performance to determine if the promotion is in order at that time.

(d) Within Grade Increase

- (1) Prior to the date an employee is eligible for a within grade increase, the supervisor will review the work of the employee. When and if a supervisor deems that the employee's work is not deemed to be at an acceptable level the supervisor will provide to the employee, in writing, at least sixty (60) calendar days before the employee is eligible for the within grade increase, the following:
 - (i) An explanation of those aspects of performance in which the Employee's service falls below an acceptable level, with specific examples of deficiencies in each area of performance;
 - (ii) Specific written recommendations as to what the employee must do to bring his or her performance up to the acceptable level;
 - (iii) A statement that his/her performance may be determined as being at an unacceptable level unless improvement to an acceptable level is shown;

(iv) A statement that he/she has a period of forty-five (45) calendar days in which to bring his/her performance up to an acceptable level or that he/she will be denied his or her within grade increase.

(2) At least 15 days before the original WGI due date, if the supervisor determines that the employee is performing at an acceptable level, the within grade increase will be processed, when due. The notice given as provided above will be removed from all files. If the employee's performance has not improved the supervisor will notify the employee in writing that the within grade increase will be withheld.

The notice will include reasons for the action and will also inform the employee of his/her right to request reconsideration. The supervisor will then periodically (at least every 60 days) review the employee's performance to determine if the WGI is in order at that time.

(e) Unacceptable Performance

If the supervisor determines that the employee's performance is unacceptable, the supervisor will discuss the matter as soon as possible with the employee. The supervisor shall identify the specific problem areas and suggest methods of improvement. The supervisor will provide whatever assistance is necessary to the employee and will continually keep the employee apprised of the progress which is being made. Prior to initiating a removal proposal, the employer will give reasonable consideration to identifying vacancies for reassignment and/or change to lower grade for which the employee could be expected to perform at the fully successful level with a minimum of training.

(1) In the event the supervisor determines that the employee's performance continues to be unacceptable the supervisor will provide written notice to the employee informing the employee:

(i) Of the specific instances of unacceptable performance by the employee;

(ii) Of the critical elements of the employee's position involved in each instance of unacceptable performance;