

# Negotiated Agreement

Between

United States Department of Agriculture Risk  
Management Agency – Kansas City Office



And

National Federation of Federal Employees  
Local 858





# Contents

<b>PREAMBLE .....</b>	<b>1</b>
<b>ARTICLE I      GENERAL PROVISIONS.....</b>	<b>2</b>
1.1   PURPOSE .....	2
1.2   AGENCY - UNION COOPERATION .....	2
1.3   RECOGNITION.....	2
1.4   UNIT DESCRIPTION .....	2
1.5   DEFINITIONS.....	3
<b>ARTICLE II      PROVISION OF LAW AND REGULATION .....</b>	<b>6</b>
<b>ARTICLE III      DURATION AND EXTENT OF AGREEMENT .....</b>	<b>7</b>
3.1   EFFECTIVE DATE AND TERM.....	7
3.2   AMENDMENTS.....	7
3.3   SUPPLEMENTAL AGREEMENT .....	7
3.4   EFFECTIVE DATE OF AMENDMENTS OR SUPPLEMENTS .....	8
3.5   NEW AGREEMENT TRAINING .....	8
<b>ARTICLE IV      EMPLOYEE RIGHTS AND RESPONSIBILITIES .....</b>	<b>9</b>
4.1   EMPLOYEE RIGHTS.....	9
4.2   EMPLOYEE RESPONSIBILITIES .....	9
4.3   EMPLOYEE NOTIFICATION .....	9
<b>ARTICLE V      MANAGEMENT RIGHTS .....</b>	<b>11</b>
5.1   BASIC RIGHTS .....	11
5.2   AREAS OF BARGAINING.....	11
<b>ARTICLE VI      UNION RIGHTS .....</b>	<b>12</b>
6.1   REPRESENTATION .....	12
6.2   STATUS OF UNION OFFICIALS.....	12
<b>ARTICLE VII      OFFICIAL TIME .....</b>	<b>13</b>
7.1   USE OF OFFICIAL TIME .....	13
7.2   REPRESENTATION AND THE LAW .....	13
7.3   CHIEF STEWARD.....	13
7.4   PROCEDURES FOR OFFICIAL TIME .....	14
7.5   ADMINISTRATIVE LEAVE FOR UNION SPONSORED TRAINING .....	14
7.6   EMPLOYEE USE OF OFFICIAL TIME .....	14
7.7   OFFICIAL TIME GUIDELINES .....	14
<b>ARTICLE VIII      UNFAIR LABOR PRACTICES.....</b>	<b>15</b>
8.1   AUTHORITY .....	15
8.2   UNFAIR LABOR PRACTICES BY MANAGEMENT .....	15
8.3   UNFAIR LABOR PRACTICES BY THE UNION .....	15
8.4   AVAILABLE PROCEDURES.....	16
<b>ARTICLE IX      FACILITIES AND SERVICES.....</b>	<b>17</b>
9.1   UNION USE OF CONFERENCE ROOMS.....	17

9.2	UNION LITERATURE AND DISTRIBUTION .....	17
9.3	TELEPHONES.....	17
9.4	MEMBERSHIP DRIVE .....	17
9.5	COPIES OF UNION AGREEMENT.....	18
9.6	TELEPHONE DIRECTORY .....	18
9.7	COPIER SERVICE .....	18
9.8	UNION OFFICE AND OFFICE EQUIPMENT.....	18
9.9	USE OF AGENCY COMMUNICATION SYSTEM .....	19
9.10	UTILIZATION OF SPACE.....	19
9.11	WORKSTATION PRIORITY.....	19
<b>ARTICLE X</b>	<b>HOURS OF WORK AND OVERTIME .....</b>	<b>20</b>
10.1	DEFINITIONS.....	20
10.2	WORK SCHEDULE PROCEDURES.....	21
10.3	WORKDAY SCHEDULES .....	21
10.4	CREDIT HOURS.....	22
10.5	LUNCH PERIODS .....	22
10.6	REST PERIODS.....	22
10.7	OVERTIME.....	23
10.8	FAIR LABOR STANDARDS ACT (FLSA) .....	23
<b>ARTICLE XI</b>	<b>LEAVE.....</b>	<b>24</b>
11.1	ANNUAL LEAVE .....	24
11.2	SICK LEAVE.....	24
11.3	LEAVE WITHOUT PAY – LWOP.....	24
11.4	TRANSFER OF LEAVE.....	25
11.5	ABSENCE WITHOUT OFFICIAL LEAVE – AWOL.....	25
11.6	ADMINISTRATIVE LEAVE .....	25
11.7	TARDINESS .....	25
11.8	LEAVE RESTRICTION .....	25
11.9	REMOVING/SUSTAINING LEAVE RESTRICTION .....	25
11.10	OFFICE CLOSURE .....	26
<b>ARTICLE XII</b>	<b>PERFORMANCE APPRAISAL .....</b>	<b>27</b>
12.1	PURPOSE .....	27
12.2	RATING CYCLE.....	27
12.3	EMPLOYEE PERFORMANCE .....	27
12.4	WITHIN-GRADE INCREASES (WGI) .....	27
12.5	ACTIONS BASED ON UNACCEPTABLE PERFORMANCE.....	27
<b>ARTICLE XIII</b>	<b>MERIT PROMOTION PLAN .....</b>	<b>29</b>
13.1	CAREER PROMOTION PROCEDURES .....	29
<b>ARTICLE XIV</b>	<b>REDUCTION IN FORCE, REORGANIZATION, TRANSFER OF FUNCTION, JOB ABOLISHMENT, TECHNOLOGICAL CHANGE AND FURLOUGH FOR MORE THAN THIRTY (30) DAYS .....</b>	<b>30</b>
14.1	APPLICABILITY.....	30
14.2	REGULATORY INFORMATION.....	30
14.3	GENERAL NOTICE .....	30
14.4	SPECIFIC NOTICE .....	31
14.5	PRIORITY RE-PROMOTION AND REEMPLOYMENT RIGHTS .....	31

14.6	GRADE AND PAY RETENTION/RELOCATION EXPENSES .....	31
14.7	OUTPLACEMENT PROGRAM .....	31
<b>ARTICLE XV</b>	<b>HEALTH AND SAFETY .....</b>	<b>32</b>
15.1	SAFETY .....	32
15.2	SPACE ALLOCATION .....	32
15.3	HEALTH AND JOB-RELATED INJURIES .....	32
<b>ARTICLE XVI</b>	<b>FURLOUGH FOR THIRTY (30) DAYS OR LESS .....</b>	<b>33</b>
16.1	PURPOSE .....	33
16.2	NOTIFICATION TO THE UNION .....	33
16.3	NOTIFICATION TO EMPLOYEES .....	33
16.4	VOLUNTEERS .....	33
16.5	SCHEDULING FURLOUGH DAYS .....	33
16.6	EMPLOYEE COMPENSATION DURING LAPSE OF APPROPRIATIONS .....	34
16.7	BENEFITS .....	34
<b>ARTICLE XVII</b>	<b>GRIEVANCE PROCEDURE .....</b>	<b>35</b>
17.1	PURPOSE AND SCOPE .....	35
17.2	GRIEVANCE DEFINITION .....	35
17.3	APPEAL OR GRIEVANCE OPTIONS .....	36
17.4	QUESTIONS OF GRIEVABILITY OR ARBITRABILITY .....	36
17.5	ROLE OF THE UNION .....	36
17.6	PROCESSING REQUIREMENTS FOR ALL GRIEVANCES .....	36
17.7	GRIEVANCE FILED BY EMPLOYEE(S) OR BY THE UNION ON BEHALF OF EMPLOYEE(S) .....	37
17.8	GRIEVANCE FILED BY THE AGENCY .....	38
17.9	GRIEVANCE FILED BY THE UNION .....	39
<b>ARTICLE XVIII</b>	<b>ARBITRATION .....</b>	<b>40</b>
18.1	PROCEDURES AND CONDITIONS FOR ARBITRATION .....	40
18.2	ARBITRATION HEARING .....	41
18.3	ARBITRATOR'S AWARD .....	41
18.4	EXPEDITED BINDING ARBITRATION .....	41
<b>ARTICLE XIX</b>	<b>DISCIPLINARY AND ADVERSE ACTION .....</b>	<b>43</b>
19.1	DEFINITIONS AND PROCEDURES .....	43
19.2	EXTENSION OF TIME .....	44
<b>ARTICLE XX</b>	<b>POSITION DESCRIPTIONS .....</b>	<b>45</b>
20.1	PROCEDURE .....	45
20.2	DESK AUDITS/CLASSIFICATION APPEALS .....	45
<b>ARTICLE XXI</b>	<b>CONTRACTING OUT .....</b>	<b>46</b>
21.1	POLICY .....	46
21.2	NOTIFICATION .....	46
21.3	MANAGEMENT STUDY .....	46
21.4	CONTRACTING-OUT DECISIONS .....	46
21.5	SURPLUS EMPLOYEES .....	46
<b>ARTICLE XXII</b>	<b>TRAINING .....</b>	<b>47</b>

<b>ARTICLE XXIII</b>	<b>EQUAL EMPLOYMENT OPPORTUNITY (EEO)</b> .....	<b>48</b>
23.1	POLICY .....	48
23.2	AFFIRMATIVE ACTION.....	48
23.3	UNION REPRESENTATION .....	48
23.4	PROVISIONS.....	48
<b>ARTICLE XXIV</b>	<b>EMPLOYEE ASSISTANCE PROGRAM (EAP)</b> .....	<b>49</b>
24.1	PURPOSE .....	49
24.2	POLICY .....	49
24.3	PROCEDURES .....	49
<b>ARTICLE XXV</b>	<b>INCENTIVE AWARDS</b> .....	<b>50</b>
25.1	PURPOSE .....	50
25.2	TYPES OF AWARDS.....	50
25.3	RECOGNITION OF EMPLOYEE REPRESENTATIVE .....	50
<b>ARTICLE XXVI</b>	<b>TELEWORK</b> .....	<b>51</b>
26.1	POLICY .....	51
26.2	DEFINITIONS.....	51
26.3	EMPLOYEE ELIGIBILITY REQUIREMENTS .....	51
26.4	RESPONSIBILITIES.....	52
26.5	APPLYING FOR THE TELEWORK PROGRAM.....	52
26.6	RULES THAT APPLY TO TELEWORK PROGRAM .....	53
26.7	TELEWORK EQUIPMENT AND SUPPLIES.....	54
<b>ARTICLE XXVII</b>	<b>MEDICAL FLEXIPLACE</b> .....	<b>55</b>
27.1	AUTHORITY .....	55
27.2	EMPLOYEE RESPONSIBILITIES.....	55
27.3	TELEWORK EQUIPMENT AND SUPPLIES.....	55
27.4	UNION NOTIFICATION .....	55



**Preamble**

Pursuant to the policies set forth by the Civil Service Reform Act of 1978 regarding Federal Labor Management Relations, Labor organizations and collective bargaining are in the public interest. This Agreement is therefore made in accordance with Title VII of Public Law 95-454, and 5 U.S.C. Chapter 71 by and between the Kansas City Office of the Risk Management Agency, U.S. Department of Agriculture, hereinafter referred to as the AGENCY, and Local 858 of the National Federation of Federal Employees, hereinafter referred to as the UNION, and collectively referred to as the PARTIES.

The following Articles, together with any and all subsequent agreements, amendments and/or memoranda of understanding, constitute a total agreement by the Parties and are entered into pursuant to the Certificate of Representative dated March 24, 1971, and amended October 24, 1980; and the Recertification Certificate dated May 10, 1985 and Unit Certification 7-RO-70008 dated September 17, 1987.

## **Article I                      General Provisions**

### **1.1      Purpose**

Experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing, safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their Agency involving conditions of employment.

It is the intent and purpose of this agreement to define the roles and responsibilities of the Parties and to state the procedures and methods which will govern the working relationships between the Parties.

### **1.2      Agency - Union Cooperation**

The Agency and the Union recognize that they have a common interest as Parties to this agreement and as concerned Federal employees to promote and improve the efficiency of the Federal Service, and the well-being of employees. The Parties agree to demonstrate good faith and make every effort to resolve differences which arise in the administration of this agreement and will strive to conduct a sound and effective labor-management relations program through Agency-Union cooperation.

### **1.3      Recognition**

The Agency recognizes that the Union is the exclusive representative of employees in the bargaining unit.

### **1.4      Unit Description**

The Bargaining Unit consists of all professional and non-professional General Schedule and Wage Grade employees in permanent full-time positions and permanent part-time positions, and all temporary full-time and part-time employees having a reasonable expectation of continued employment beyond 90 days, employed by the U. S. Department of Agriculture, Risk Management Agency, who are located in the metropolitan Kansas City Area. The Unit does not include management officials, supervisors, guards, and employees described in 5 USC 7112(b)(1), (2), (3), (4), (6) and (7).

Upon request from the Union, the Agency will provide the Union with a list of current bargaining unit employees, their bargaining unit status, and FLSA exempt status.

## 1.5 Definitions

**AMENDMENTS:** Modifications to the basic agreement to delete or change portions, sections, or articles of the basic agreement.

**ADVERSE ACTION:** Removal, suspensions of more than fourteen (14) days, reduction in grade, reduction in pay, and furlough of thirty (30) days or less.

**AGENCY:** Risk Management Agency, Kansas City Office

**AGENCY'S REPRESENTATIVE:** The Labor Relations Specialist located in the Kansas City, Missouri, office of the Farm Service Agency.

**AUTHORITY:** The Federal Labor Relations Authority described in section 7104(a) of the Federal Service Labor-Management Relations Statute.

**COLLECTIVE BARGAINING:** Consistent with section 7103(a)(12) of the Statute, the performance of the mutual obligation of the representative of an Agency and the exclusive representative of employees in an appropriate unit in the Agency 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, but the obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession.

**CONDITIONS OF EMPLOYMENT:** Consistent with section 7103(a)(14) of the Statute, personnel policies, practices and matters, whether established by rule, regulation, or otherwise affecting working conditions; except that such term does not include policies, practices and matters:

- A. Relating to political activities prohibited under subchapter III of Chapter 73 of Title VII;
- B. Relating to the classification of any position; or
- C. To the extent such matters are specifically provided for by Federal Statute.

**CONSULTATION:** Verbal or written discussions between representatives of the Parties for the purpose of obtaining Union views, or advising the Union of intended actions of concern to employees in the bargaining unit.

**DISCIPLINARY ACTION:** A reprimand or a suspension of fourteen (14) days or less.

**EMERGENCY CONDITION:** An emergency situation is one which poses sudden, immediate and unforeseen work requirements as a result of natural phenomena or other circumstances beyond control or ability to anticipate.

**EMPLOYEES:** Employees in the bargaining unit described in Article 1.4.

**GRIEVANCE:** Refer to Article 17.2.

**IMPASSE:** The inability of the representatives of the Parties to arrive at a mutually agreeable position concerning negotiable matters through the bargaining process.

**LETTER OF WARNING:** Informal written communication to an employee by a supervisor expressing management concern regarding undesirable employee conduct or activity.

**MANAGEMENT OFFICIAL:** Consistent with section 7103(a)(11) of the Statute, 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.

**NATIONAL REPRESENTATIVES:** Any accredited officials from the National office of the National Federation of Federal Employees.

**NEGOTIABILITY DISPUTE:** A disagreement between the Parties as to the negotiability of an item.

**NON-DUTY TIME:** Non-duty time is the lunch period, any time prior to the beginning of an employee's work day, or time following the end of the work day.

**SENIORITY:** Years of service starting from the service computation date (SCD) as annotated on an employee's most recent SF-50.

**STATUTE:** The Federal Service Labor-Management Relations Statute (FSLMRS), Chapter 71 of Title 5 of the US Code as amended.

**SUPERVISOR:** Consistent with section 7103(a)(10) of the Statute, an individual employed by an Agency having authority in the interest of the Agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees; to adjust their grievances; or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.

**SUPPLEMENTS:** Additional articles negotiated during the term of the basic agreement.

**UNION:** Local 858 of the National Federation of Federal Employees (NFFE).

**UNION OFFICIAL:** Duly elected or appointed officials of NFFE Local 858.

**UNION STEWARD:** Duly elected or appointed individuals who perform representational duties on behalf of the Union for bargaining unit employees.

## **Article II                    Provision of Law and Regulation**

The Parties agree that in the administration of all matters covered by this Agreement, officials and employees will be governed by existing or future laws, and by existing published Government-wide and USDA rules and regulations unless such rules and regulations conflict with the terms of this Agreement. The Agency will not enforce any rule or regulation (other than a rule or regulation implementing Section 2302 of Title 5 of the United States Code) which is in conflict with this Agreement if the Agreement was in effect before the date the rule or regulation was prescribed. Before any new change to rules or regulations is implemented, the union will be notified and given an opportunity to negotiate as appropriate.

## **Article III                      Duration and Extent of Agreement**

### **3.1      Effective Date and Term**

The Agreement becomes effective on the date the Agreement is approved under section 7114(c) of the Statute. If the Agency head does not approve or disapprove the Agreement within 30 days from the date the Agreement is executed, the Agreement will be in effect on the 31<sup>st</sup> day after the date the Agreement was executed.

It will remain in effect for three (3) years, and will be automatically renewed on the anniversary date in two-year increments, unless either Party provides written notice not more than 105 calendar days and not less than sixty (60) calendar days before the anniversary date, of its desire to effect changes to the Agreement. Receipt of such notice must be acknowledged within ten (10) calendar days, with negotiations to begin no later than sixty (60) calendar days from the date of receipt.

This Agreement will remain in full force and effect until such negotiations for a new contract are completed in accordance with ground rules established for that purpose.

### **3.2      Amendments**

The Parties agree that during the life of the Agreement, amendments may be added or changes to provisions may be made when required by new or changed law(s). Negotiations will be confined to only those areas affected by the new or changed law(s). Requests to amend this Agreement will be submitted in writing stating specifically the reasons for the proposed change. The request must also include the specific proposal which that Party is offering for amendment to this Agreement. Receipt must be acknowledged within ten (10) calendar days, with negotiations to begin no later than thirty (30) calendar days from date of receipt.

### **3.3      Supplemental Agreement**

This Agreement, during its duration period as specified above, may be reopened only by mutual consent. The Parties may agree to reopen the Agreement for amendment at any time. Requests for reopening by either Party must be in writing and must indicate which article(s) and section(s) are to be amended. The receiving Party may also list sections to be discussed for amendment.

If the Parties agree to reopen the Agreement, negotiations will be confined to the agreed-upon sections. Receipt will be acknowledged by the receiving Party within ten (10) calendar days, and negotiations will begin no later than thirty (30) calendar days of receipt.

### **3.4 Effective Date of Amendments or Supplements**

Amendments/Supplements will become effective on the date signed by both Parties, subject to approval by the Agency head, if necessary.

### **3.5 New Agreement Training**

The Parties will provide two identical one-hour briefings to explain the new contract to all supervisors and bargaining unit employees who wish to attend. The briefings will be held during regular duty time, within thirty (30) days of the implementation date of this Agreement. It is agreed that all bargaining unit employees and supervisors will be encouraged to attend.

## **Article IV                      Employee Rights and Responsibilities**

### **4.1      Employee Rights**

Employees will have the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization, or to refrain from joining any lawful labor organization. No interference, restraint, coercion, harassment, or discrimination will be practiced within the unit by the Employer or the Union to encourage or discourage membership in any labor organization.

Nothing in this Agreement will require an employee to become or 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 the payment of dues through payroll deduction or by voluntary cash dues payment by a member. The Employer and the Union agree that Union dues deductions may be withheld for employees in the exclusive unit in accordance with the provisions of the current Memorandum of Understanding between the National Federation of Federal Employees and the United States Department of Agriculture. The provisions apply to all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Union.

Neither the Employer nor the Union will discipline or otherwise discriminate against any employee because he/she has filed a grievance, represented a grievant, testified at a grievance or other hearing, or because he/she has filed a complaint or given testimony under the provisions of the Statute.

### **4.2      Employee Responsibilities**

Employees, while engaged in Government business, will dress in a professional manner consistent with the environment in which the employee works. Employees will not wear offensive attire in the workplace.

### **4.3      Employee Notification**

- A.     New employees and existing employees entering new positions: The Agency will notify these employees of their bargaining unit status and agrees to furnish to the Union's President or designee the full name, title, series, grade, and duty location of these employees no later than the three (3) weeks after the employee reports for duty.
  
- B.     The Agency will give advance notice to the Union President, or designee, of new employee orientation sessions conducted by Human Resources that usually occur at the time the employee reports to duty with the Agency. The Union will be allowed time during the orientation session to explain the Union's status as

exclusive representative.

- C. Employees leaving Bargaining Unit Positions: The Agency will notify the Union of employee's leaving the Bargaining Unit positions.

## **Article V                    Management Rights**

### **5.1    Basic Rights**

Nothing in this Agreement will affect the authority of any management official:

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

### **5.2    Areas of Bargaining**

Nothing in this Article will preclude the Agency and the Union from negotiating:

- A.    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;
- B.    Procedures which Management officials of the Agency will observe in exercising any authority under this Article; or
- C.    Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such Management officials.

## **Article VI                      Union Rights**

### **6.1      Representation**

The union will 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 changes in personnel policies and practices and matters affecting working conditions of bargaining unit employees. As exclusive representation of employees in the unit, the Union will be given the opportunity to be present 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 or adverse action against the employee; and
  - 2.      The employee requests representation.

### **6.2      Status of Union Officials**

The Employer will recognize National Representatives of the Union and duly elected or appointed Officials/Stewards when advised by the Union in writing of the names and titles of such officials. Updates will be provided to the Employer as changes of representatives occur.

The Union agrees that Officials/Representatives will not enter a work area for union business during duty hours without notifying the supervisor in that area when he/she is present. It is agreed that if either Party requests any type of meeting with the other Party, common courtesy dictates that, should the other Party not immediately be available, a meeting will be scheduled as soon as possible. This paragraph will not be used as a delaying tactic by either Party.

## **Article VII                      Official Time**

### **7.1      Use of Official Time**

The employer will authorize official time to designated union officials who are employees of the USDA, Risk Management Agency, for the following purposes:

- A.      To represent employees in grievances, arbitration, and appeals, including discussions with appropriate Agency/Employer officials, and reviewing Agency/Employer files concerning such grievances and appeals;
- B.      To prepare for all negotiations;
- C.      To attend meetings with Agency/Employer officials to discuss the terms and conditions of this Agreement;
- D.      To be present at discussions involving bargaining unit employees as defined in 5 USC 7114(a)(2);
- E.      To present or appear as a witness in a third-party proceeding; and
- F.      To prepare financial records for the Department of Labor as required by law.

The Parties agree that official time will not be authorized for Union Officials/Stewards to perform internal union business.

### **7.2      Representation and the Law**

The Parties will follow 5 USC 7131 for:

- A.      Participation in investigations and/or hearings conducted by the Federal Labor Relations Authority;
- B.      Participation in collective bargaining negotiations on behalf of the bargaining unit employees equivalent to the time spent by management representatives at such negotiations (understanding that the number of union negotiators on official time will not exceed the number of management negotiators, unless otherwise agreed to by the Parties; and
- C.      The Union is authorized up to 1040 hours annually of official time.

### **7.3      Chief Steward**

The Chief Steward has an automatic grant of official time not subject to requests for permission to use or managerial disapproval and not deducted from the bank of hours for

four (4) hours each Monday afternoon for representational purposes.

#### **7.4 Procedures for Official Time**

All union representatives will fill out an Agency approved form and give to the Agency for the purposes of tracking time spent for reporting of official time to the Department of Labor, as required.

Request for official time, except that covered by 7.3, must be submitted to the employee's supervisor or designee in advance of use.

#### **7.5 Administrative Leave for Union Sponsored Training**

The Agency agrees to grant administrative leave to employees who are Union officials/stewards, for the purpose of attending Union-sponsored and other training sessions, provided the training is of concern to the employees in their capacities as Union representatives, and of mutual benefit to the Agency and the Union. Administrative leave for this purpose will not exceed a total of 160 hours per calendar year for all Union Officials/Steward combined, and no one Union Official/Steward may use more than 60 hours of administrative leave for this purpose.

#### **7.6 Employee Use of Official Time**

An employee will not be denied the right to consult with a representative unless compelling circumstances exist which require the employee to remain on duty. In an instance where an employee is denied the right to consult with a Union representative, the immediate supervisor will provide specific written justification for the denial if requested by the employee. The employee and the immediate supervisor will reach an immediate agreement as to when the employee will be released.

#### **7.7 Official Time Guidelines**

- A. If the person requesting official time is needed to perform work assignments, the requested official time will be rescheduled. Supervisory permission will be granted except where compelling circumstances exist which require the Union representative to remain on duty in the work area.
- B. Under no circumstance will more than two Union officials use official time for the same meeting with the Agency, unless prior agreement is reached between the Agency's representative and the Union.

## **Article VIII            Unfair Labor Practices**

### **8.1    Authority**

Unfair labor practices are solely determined by the Federal Labor Relations Authority, under the Authority procedures contained in the Statute.

### **8.2    Unfair Labor Practices by Management**

It is an unfair labor practice for the Agency:

- A.    To interfere with, restrain, or coerce any employee in the exercise by the employee of any right under the Statute;
- B.    To encourage or discourage Union membership by discrimination in connection with hiring, tenure, promotion, or other conditions of employment;
- C.    To sponsor, control, or otherwise assist any labor organizations, other than to furnish, upon request, customary and routine services and facilities if the services and facilities are also furnished on an impartial basis to other labor organizations having equivalent status;
- D.    To discipline or otherwise discriminate against an employee because the employee has filed a complaint, affidavit, or petition, or has given any information or testimony under the Statute;
- E.    To refuse to consult or negotiate in good faith with the Union as required by Statute;
- F.    To fail or refuse to cooperate in impasse procedures and impasse decisions as required by Statute;
- G.    To enforce any rule or regulation (other than a rule or regulation implementing Section 2302 of Title V of USC) which is in conflict with any applicable collective bargaining agreement, if the agreement was in effect before the date the rule or regulation was prescribed; or
- H.    To otherwise fail or refuse to comply with any provision of the Statute.

### **8.3    Unfair Labor Practices by the Union**

It is an unfair labor practice for the Union:

- A.    To interfere with, restrain, or coerce any employee in the exercise by the employee of any right under the Statute;

- B. To cause or attempt to cause an agency to discriminate against any employee in the exercise by the employee of any right under the Statute;
- C. To coerce, discipline, fine, or attempt to coerce a member of the labor organization as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an employee or the discharge of the member's duties as an employee;
- D. To discriminate against an employee with regard to the terms or conditions of Union membership on the basis of race, color, creed, national origin, sex, age, preferential or non-preferential civil service status, political affiliation, marital status or handicapping condition;
- E. To refuse to consult or negotiate in good faith with an Agency as required by Statute;
- F. To fail or refuse to cooperate in impasse procedures and impasse decisions as required by Statute
- G. To call, or participate in a strike, work stoppage or slowdown, or picketing of an agency in a Labor-Management dispute if such picketing interferes with an agency's operations or to condone such activities by failing to take actions to prevent or stop these activities (any informational picketing which does not interfere with the Agency's operations is not an unfair labor practice); or
- H. To otherwise fail or refuse to comply with any provision of the Statute.

#### **8.4 Available Procedures**

Issues which can properly be raised under a statutory appeals procedure may not be raised as an unfair labor practice. If a matter is grievable, it can be raised under the negotiated procedure or an unfair labor practice, if appropriate, but not under both procedures.

Except for matters covered under Section 7121 (e) and (f) of the Statute in which an employee has an option of using the negotiated grievance procedure or an appeals procedure, issues which can be raised under a grievance procedure may, in the discretion of the grieving party, be raised under the grievance procedure or as an unfair labor practice, but not under both procedures.

## **Article IX                      Facilities and Services**

### **9.1      Union Use of Conference Rooms**

The Union may request use of Agency conference rooms through the room reservation system. The Union will comply with Federal Security and housekeeping rules currently in effect.

### **9.2      Union Literature and Distribution**

- A.      Any literature, bulletins, and/or notices distributed within the Kansas City complex or posted on the Union Bulletin Board will not violate any law, the security of the Agency, or contain scurrilous materials.
- B.      The Agency and the Union agree that no personal attack on the character or integrity of any USDA employee will be made by either Party.
- C.      The Agency agrees that the Union will maintain the existing bulletin board currently installed on the first and fourth floor hallway wall for the exclusive use of Local 858. The Union agrees to maintain the bulletin board in a neat and orderly manner.
- D.      The Union may distribute notices/literature in the work area of the Agency concerning internal Union business as defined by the Statute. The Parties agree that notices/literature concerning internal Union business will be distributed in the work areas of the Agency during non-core times. The person distributing the material will be in non-duty status.

### **9.3      Telephones**

The Union may use Agency telephones located throughout the work areas for receipt of calls related to representation. The telephone(s) located throughout the work areas will only be used for brief calls (e.g., to request meeting time). Calls of longer duration will be received from the telephone located in the Union office during those times designated as official time.

### **9.4      Membership Drive**

Upon notification, and subject to normal security limitations, the Union will be allowed 10 calendar days three (3) times a year during which to conduct membership drives during non-duty times and in non-work areas.

This provision in no way infringes upon the Union's right to solicit members at other times either through verbal discussions or written solicitations in Union literature.

## **9.5 Copies of Union Agreement**

The Agency agrees to reproduce and distribute copies of this Agreement to all Union Officials/Stewards. The Agency agrees to bear the cost of printing copies of this Agreement and all supplements/amendments thereto. In addition, the Agency agrees to make an initial distribution to all bargaining unit employees and to all new employees upon entering on duty. The Union will be furnished 30 copies for its use. The cost of any additional copies of the Agreement required by either Party will be paid by such Party.

## **9.6 Telephone Directory**

The Local President and Chief Steward's name, title, and telephone number of the Union Office will be published in the RMA Telephone Directory for use of bargaining unit employees.

## **9.7 Copier Service**

The Agency will provide the Union photocopies for representational business through the use of Agency copiers when 25 or fewer copies are needed. If more than 25 copies are needed at one time, the Union will use the Agency's designated copy center. Should the use of the copy center be required, the Union will provide the Agency's Representative with the exact number of copies printed. A Union representative requesting the copies from the copy center will annotate on the print request card that the copies are requested by Local 858. All costs will be borne by the Agency for the first 5,000 black and white copies annually.

## **9.8 Union Office and Office Equipment**

The Agency will provide the Union an office, with door locks, in an accessible area that is conducive to conducting representational functions (e.g., assuring privacy and large enough to meet with employees needing to discuss problems/concerns). The Agency retains the right to relocate the office to another similar area to meet overall space requirements and will give the Union a reasonable advance notice (normally at least 60 days).

The office will be furnished with:

- A. Conference telephone;
- B. Desk;
- C. Chairs;

- D. File cabinet;
- E. Docking Station with Monitor;
- F. Printer; and
- G. Fax machine.

A sign showing the location of the Union Office will be placed in the main hallway on the floor of the Union Office. A placard will identify the Union Office.

Union representational duties and business will normally be conducted in the Union office.

### **9.9 Use of Agency Communication System**

The Agency agrees to provide the Union use of internal mail (electronic or paper) for representational matters.

### **9.10 Utilization of Space**

Union representational functions are normally to be performed during the Designated Working Hours. No representational functions are to be performed on the Agency's premises outside those hours unless the representative has provided notification to his/her supervisor that they intend to be in the building.

### **9.11 Workstation Priority**

To the extent possible, employee workstations will be determined by seniority within functional groups.

**Article X                      Hours of Work and Overtime**

**10.1    Definitions**

**Basic Work Requirement:** A full time employee must work 80 hours per pay period or otherwise account for those 80 hours by excused absences.

**Core Time:** The period of time, 9:30 a.m. to 2:30 p.m., during which all employees must be on duty or on excused absence.

**Credit hours:** Those hours within a flexible work schedule that an employee elects to work in excess of his or her basic work requirement so as to vary the length of a workweek or workday.

**Designated Working Hours:** The designated working hours are between 6:00 a.m. and 6:00 p.m. Monday through Friday.

**Excused Absence:** Time accounted for by leave, administrative leave, holiday hours, compensatory time off, credit hours or time off as an award.

**Fixed Work Schedule:** A work schedule in which:

- A.     A full-time employee has an 80-hour pay period basic work requirement with a fixed starting and ending time each work day; or
- B.     A part-time employee has less than 80 hour pay period basic work requirement with a fixed starting and ending time each work day.

**Flexible Hours:** The hours within the designated working hours which fall outside of the core time period. Flexible hours are from 6:00 a.m. to 9:30 a.m. and from 2:30 p.m. to 6:00 p.m.

**Flexible Work Schedule:** A work schedule in which:

- A.     A full-time employee has an 80-hour pay period basic work requirement but allows the employee to have a flexible starting time between the 6:00 a.m. and 9:30 a.m. and ending between 2:30 p.m. and 6:00 p.m. each work day; or
- B.     A part-time employee has less than 80 hour basic work requirement but allows the employee to have a flexible starting time between the 6:00 a.m. and 9:30 a.m. and ending between 2:30 p.m. and 6:00 p.m. each work day.

## **10.2 Work Schedule Procedures**

- A. Employees requesting and approved for a fixed work schedule:
  - 1. Will choose the starting time between 6:00 a.m. and 9:30 a.m. and the ending time between 2:30 p.m. and 6:00 p.m. each work day.
  - 2. Will schedule no more than ten hours per day but not less than eight hours per day. Scheduled hours means a combination of work hours and excused absences.
  - 3. If a holiday falls on an employee's scheduled 8, 9 or 10 hour work day, the employee will be paid for 8, 9 or 10 hours. The same is applicable for building closure or administrative leave.
  - 4. If a dispute arises over scheduling between employees with equivalent skills, seniority will be the deciding factor.
  
- B. Employees requesting and approved for a flexible work schedule:
  - 1. Will schedule no more than ten hours per day but not less than eight hours per day. Scheduled hours means a combination of work hours and excused absences.
  - 2. Is entitled to eight hours per day of holiday pay for any Federal holiday.
  
- C. All full-time employees are entitled to an "in lieu of" holiday when a holiday falls on a non-workday. In such cases, the employee's holiday is the workday immediately preceding the non-workday. See OPM guidelines for details and exceptions.
  
- D. When notified in advance by the supervisor to report at a specified hour for a specified time, the employee will report as requested. This may be necessary due to travel, training, and special projects which require different reporting times. Workload may be a consideration only if the work cannot be accomplished under the fixed schedule.

## **10.3 Workday Schedules**

- A. The work schedules are:
  - 1. 10 workdays encompassing 80 hours per pay period.
  - 2. 9 workdays encompassing 80 hours per pay period.

3. 8 workdays encompassing 80 hours per pay period.
- B. All work schedules are subject to supervisory approval.

#### **10.4 Credit Hours**

- A. The definition of credit hours in law (5 U.S.C. 6121(4)) provides that credit hours may be earned only within an employee's flexible work schedule. This means that an employee may earn credit hours only by working within the flexible time bands established by this union agreement. Hours that will count toward the basic work requirement may not be considered credit hours.
1. Only 1 credit hour is earned for each hour of voluntary work in excess of the basic work requirement. (See 5 U.S.C. 6126(a).)
  2. Credit hours are earned and may only be used in 15 minute increments.
  3. Credit hours must be requested by the employee and approved by a supervisor in advance of being worked or used. No more than 24 credit hours may be carried over to the next pay period.
  4. Credit hours cannot be worked while on travel, while in training, on holidays, on Saturdays, on Sundays, or before 6:00 a.m. or after 6:00 p.m.

#### **10.5 Lunch Periods**

- A. Employees are expected to take a lunch period during a normal working day. Under appropriate circumstances and with notice to their supervisor, employees may occasionally work through lunch. The lunch period will be taken between the hours of 11:00 a.m. and 2:00 p.m., and will normally be thirty (30) minutes.
- B. If an employee desires a longer lunch period:
1. The employee must request supervisory approval advance; and
  2. Time for lunch periods in excess of 30 minutes:
    - a. Must be charged as an excused absence; or
    - b. Made up within the flexible hours of the workday.

#### **10.6 Rest Periods**

Employees will be allowed one fifteen (15) minute paid rest period during each continuous four (4) hour segment of work.

## **10.7 Overtime**

- A. Overtime consists of any hours worked by an employee in excess of an employee's basic work requirement not earned as credit hours, which is officially ordered and approved in advance by the supervisor, in writing.
- B. Overtime will be administered in accordance with applicable laws, and regulations.
- C. If an employee is called back to work by his/her immediate supervisor, or other appropriate authority, to perform work, which is outside of and not connected to the regularly scheduled workday, the employee will be considered to have worked at least two (2) hours of overtime.
- D. If overtime becomes necessary, the employees normally will be given at least 24 hours' notice.

## **10.8 Fair Labor Standards Act (FLSA)**

An employee's Standard Form 50 provides the FLSA status as exempt or non-exempt.

When working overtime, non-exempt employees are entitled to time and a half pay but may request, in writing, compensatory time in lieu of time and a half pay. Non-exempt employees will not be required to work for compensatory time. When working overtime, exempt employees are not entitled to time and a half pay but may request, in writing, time and a half pay in lieu of compensatory time.

## Article XI            Leave

### 11.1    Annual Leave

Annual leave is a benefit earned by employees which requires supervisory approval. Consistent with the needs of the employee(s) and the Agency, annual leave requested in advance will generally be approved. Except in the event of an emergency or serious work interruption, annual leave which has been approved will not be canceled. A supervisor who must cancel the leave will make every effort to reschedule it at times desired by the employee. Annual leave may be taken in increments of fifteen (15) minutes and may be used in lieu of sick leave.

**Scheduling and Approval:** The employee will secure advance approval from the supervisor by using SF-71, except when it is not possible to obtain advance approval. Employees requesting vacation periods should request the leave as early as possible.

**Unscheduled Annual Leave:** When unscheduled annual leave becomes necessary, employees will notify the immediate supervisor one (1) hour after core hours begin or as soon as possible. If the immediate supervisor is unavailable, employees will notify the second level supervisor, or his/her designee. Upon return, the employee will prepare an SF-71 and obtain written approval from the immediate supervisor.

### 11.2    Sick Leave

Sick leave is a benefit accrued by the employee for use in medical treatments or during periods of incapacitation. Employees are encouraged to receive medical, dental and optical examinations and treatments outside of duty hours. Sick leave may be taken in increments of fifteen (15) minutes, and may NOT be used in lieu of annual leave. Employees may be required to furnish a medical certificate if such sick leave exceeds three (3) consecutive work days.

**Scheduling and Approval:** The employee will secure advance approval for medical, dental or optical appointments by using the SF-71. Advanced sick leave may be granted if the employee has no sick leave available, following applicable laws, rules and regulations.

**Unscheduled Sick Leave:** When unscheduled sick leave becomes necessary, employees will notify their immediate supervisor one (1) hour after core hours begin or as soon as possible. If the immediate supervisor is unavailable, the employee will notify the second level supervisor, or his/her designee. Upon return, the employee will prepare an SF-71 and obtain written approval from the immediate supervisor.

### 11.3    Leave without Pay – LWOP

Following applicable laws, rules and regulations, LWOP may be granted in lieu of sick or

annual leave. When an employee is on LWOP under the provisions of this Article, he/she will be entitled to active employment at the end of the approved leave period at the same grade and salary and in accordance with applicable laws, rules, regulations and this Agreement.

LWOP for up to one year may be granted for no more than one Union representative at any one time to serve on a temporary basis with the NFFE. When an employee and/or Union representative is on LWOP under the provisions of this Agreement, he/she will be entitled to active employment at the end of the approved leave period at the same grade and salary and in accordance with applicable laws, rules, regulations, and this Agreement.

#### **11.4 Transfer of Leave**

The Agency agrees to administer the Leave Transfer Program in a fair and equitable manner, and in accordance with Government-wide and USDA rules and regulations.

#### **11.5 Absence without Official Leave – AWOL**

Recording an absence as AWOL is not a disciplinary action; however, absences without approved leave can become the basis for initiating disciplinary/adverse action.

#### **11.6 Administrative Leave**

Administrative leave may be granted, consistent with applicable rules and regulations, and policies established by the Agency.

#### **11.7 Tardiness**

Brief infrequent periods of tardiness may be excused without charge to leave, if such tardiness was for good cause.

#### **11.8 Leave Restriction**

When there is sound reason to believe an employee is improperly using sick leave, the employee will be counseled and provided an opportunity to correct the perceived problem. If a problem exists and is not corrected based on the counseling, the employee may be issued a Letter of Warning. The letter of warning will not be placed in the Official Personnel Folder. This letter will include the evidence supporting the basis for a determination of improper leave use, what the employee must do to correct the problem, and the nature of leave restriction which may result if the problem is not corrected.

#### **11.9 Removing/Sustaining Leave Restriction**

In all cases of leave restriction, a review will be made no later than ninety (90) calendar days of the restriction. At that time, a determination will be made, based on the evidence,

whether to remove the employee from leave restriction, or continue the restriction. The employee will be notified in writing of this determination and its supporting evidence.

In cases where there have been no further problems of the type which gave rise to the leave restriction after ninety (90) days, the leave restriction will be removed.

Extensions of leave restriction beyond ninety (90) days will be in ninety (90) day increments, and will be removed as soon as the employee has completed a ninety (90) day period with no further problems of the type which gave rise to the restriction.

Leave restrictions cannot place tighter requirements on an employee than those outlined in this Article.

#### **11.10 Office Closure**

When closing of the office becomes necessary because of inclement weather or other conditions which warrant such closing, the Agency will notify the employees on duty as soon as possible. When employees are not on duty at the time the decision is made by the Agency, reasonable efforts will be made to notify employees.

If the building opens late as a result of hazardous weather conditions, the employee's selected arrival time under their flexible work schedule will be used as a reference point for purposes of determining administrative leave entitlement. Such determination will be made by the Agency and will be made on a fair and equitable basis in accordance with laws and regulations.

## **Article XII                      Performance Appraisal**

### **12.1 Purpose**

The performance appraisal is the determination of an employee's performance as it is measured against the standards which have been established; therefore, this determination is of vital importance to the employees and the Agency in fulfilling the responsibilities which have been entrusted to them by the Public.

The Parties agree that the performance appraisal system as contained herein will be the exclusive performance appraisal system for bargaining unit employees, and will be in accordance with provisions of applicable laws, rules and regulations, and this Agreement. Any conflict between an Agency-wide regulation and this Agreement will be resolved in favor of this Agreement. Employees will not be evaluated on duties and responsibilities which they were not given the opportunity to perform.

Performance elements and standards must be consistent with the duties and responsibilities contained in the employee's position description. Employees will review and provide input into the standards prior to implementation. Written standards will be given to employees within thirty (30) days after entry into a position, or within thirty (30) days of change in position.

### **12.2 Rating Cycle**

Employees will be given an annual performance rating, except in unusual circumstances, in which case the rating period will not exceed fifteen (15) months. The shortest period of time for which employees can be rated is 90 days, since this is considered the minimum amount of time for which an objective appraisal of an employee's overall performance can be made.

### **12.3 Employee Performance**

The employee's supervisor will provide written justification for all ratings not equal to the fully successful level. All ratings at the fully successful level are the performance standards as specified.

### **12.4 Within-Grade Increases (WGI)**

An employee will receive their WGI unless the supervisor concludes that an employee's work is not at the fully successful level. The employee will be notified in writing, generally sixty (60) days in advance that the WGI will be denied.

### **12.5 Actions Based on Unacceptable Performance**

- A. Prior to initiating any action based on unacceptable performance, a formal written notice of an Opportunity to Improve (OTI) providing at least ninety (90) days to the employee to improve. Such notice will specify in writing what the employee must do to bring performance to an acceptable level during the OTI period and what assistance and training will be provided to the employee in this effort.
  
- B. At the end of the OTI period, if the employee's performance is still unacceptable, an employee whose WGI withholding, reduction in grade or removal is proposed is entitled to:
  - 1. Thirty (30) days advance written notice which identifies specific instances of unacceptable performance by the employee on which the proposed action is based;
  - 2. The critical elements of the employee's position involved in each instance of unsatisfactory performance;
  - 3. Notice of right to representation;
  - 4. Fifteen-day time period to answer; and
  - 5. If an adverse decision is made, notice of appeal rights, including ability to grieve a decision based on unacceptable performance through the negotiated grievance procedure or through the Statutory Appeals Process, but not both.

A.  
**Article XIII                    Merit Promotion Plan**

**13.1    Career Promotion Procedures**

Career ladder promotions are the range of grades in an occupational series which represent the levels at which all employees are given experience and will be promoted as they demonstrate by a fully successful performance rating the potential to perform at the next higher level.

**Article XIV                    Reduction in Force, Reorganization, Transfer of Function, Job Abolishment, Technological Change and Furlough for more than Thirty (30) Days**

**14.1    Applicability**

The provisions of this Article apply when the Agency makes a decision to:

- A.    Conduct a reduction-in-force (RIF);
- B.    Reorganize;
- C.    Transfer a function;
- D.    Abolish a position which in turn causes a RIF;
- E.    Introduce a technological change which results in the loss of pay for any member of the bargaining unit; or
- F.    Furlough for more than thirty (30) days.

The activities covered in this Article will be accomplished in accordance with applicable laws, rules, regulations and this Agreement.

**14.2    Regulatory Information**

This Article is covered under 5 C.F.R. Part 351. Additionally, the Agency agrees to make available for review any additional pertinent OPM regulations, classification standards and qualification standards.

**14.3    General Notice**

When the Agency issues a General Notice, appropriate regulations will be followed.

The Agency will provide to the Union the following information at the time a General Notice is issued (or at the time the Specific Notices are issued, if the decision is made not to issue a General Notice):

- A.    Reason for the action;
- B.    Proposed effective date;
- C.    Competitive Area;
- D.    A list of affected positions;

- E. Current retention register;
- F. Position descriptions of affected employees; and
- G. Approval letter from OPM authorizing early-out retirements, if applicable.

#### **14.4 Specific Notice**

The Agency will notify each affected employee in writing. Upon receiving the notice, the employee will sign and date a letter indicating receipt of the Specific Notice. If the notice is hand delivered, a representative of the Union will be afforded the opportunity to be present. The Specific Notice will include the information required. Employees will be afforded a minimum of five (5) working days, commencing with the first work day following the day of receipt, in which to make a decision and communicate that decision to the Agency.

#### **14.5 Priority Re-Promotion and Reemployment Rights**

When the area of consideration is inside the Agency, the Agency agrees to give first consideration to employees adversely affected for re-promotion to their former or intervening grades.

When the area of consideration is outside the agency, the employer agrees to give first consideration for reemployment to employees adversely affected to their former or intervening grades. Job offers of reemployment will be made in accordance with retention standing.

#### **14.6 Grade and Pay Retention/Relocation Expenses**

Employees will receive saved grade and/or saved pay and relocation expenses to the extent allowed by applicable law, rule or regulation.

#### **14.7 Outplacement Program**

The Agency will develop and implement an outplacement program for affected employees. Seminars will be held for affected employees interested in finding positions outside the Agency. This seminar will cover resume writing, interviewing, job markets, developing a job campaign, general career planning and information about any available displaced employee program.

## **Article XV                    Health and Safety**

### **15.1    Safety**

The Agency will provide and maintain safe working conditions for all employees in accordance with OSHA requirements. Both the Agency and the Union recognize the importance of safe working conditions for employees and agree to cooperate in this endeavor and to encourage all employees to work in a safe manner.

The Agency agrees to conduct any movement of employee work stations, building repairs, or major cleaning projects on non-duty time whenever possible. If such work is performed during duty hours, employees with health-related problems will be moved to another area. If no suitable area is found, the employee will be released on appropriate leave or utilize telework to extent possible.

The Agency will consider from any individual employee or Union representative, suggestions which offer practical and feasible ways of improving safety conditions. The Agency will initiate prompt and appropriate action to correct any unsafe working condition which is reported or observed.

### **15.2    Space Allocation**

The Agency agrees to distribute minimum space allocations for each employee, following regulations, taking into consideration such factors as equipment used by the employee.

### **15.3    Health and Job-Related Injuries**

An employee is required to give his/her immediate supervisor written notice of injury within 48 hours after he/she is injured in the performance of duty. This written notice must be on the appropriate OPM form(s). An injured employee is entitled to first aid and medical care for the injury. This includes hospital care when needed. If an employee is injured on the job, he/she may be entitled to compensation for loss of wages. Information on employee benefits under Federal Employee's Compensation Act (FECA) is listed on the appropriate OPM form(s). Additional information regarding injury compensation will be available in the Human Resource Office.

## **Article XVI            Furlough for Thirty (30) Days or Less**

### **16.1 Purpose**

This Article sets forth procedures which will be followed if the Agency determines that it is necessary to furlough bargaining unit employees for thirty (30) days or less due to lack of work, funds, or operating authority. These procedures will be carried out in accordance with laws, Government-wide regulations, and this Agreement.

### **16.2 Notification to the Union**

Before the Agency furloughs bargaining unit employees, the Union will be provided as much advance notice as possible and will be given the opportunity to negotiate as appropriate. The Union will be provided the following:

- A. The reason for the furlough;
- B. The organizational segment(s) affected by the furlough; and
- C. The estimated number of employees to be furloughed in each segment.

### **16.3 Notification to Employees**

Employees will be given as much notice as possible prior to the effective date of furlough.

### **16.4 Volunteers**

When necessary to furlough some but not all employees in an organizational segment, the Agency will first solicit volunteers at the affected work site. Employees will either make known their willingness to accept a furlough or submit a voluntary request for leave without pay (LWOP).

If a sufficient number of volunteers do not come forth, the Agency will select employees for furlough on a retention standing basis determined by CFR part 351; additionally, any employees not furloughed must be qualified to perform the functions that will continue to be performed during the period of furlough.

### **16.5 Scheduling Furlough Days**

When the Agency has made a decision to furlough employees for a specified number of days during a specified period of time, employees will be provided an opportunity to submit a schedule identifying their preferences in accomplishing the necessary number of days off. These schedules will be accommodated as much as possible.

## **16.6 Employee Compensation during Lapse of Appropriations**

Employees who are required to report for duty during a lapse of appropriations will be fully compensated in accordance with law and regulation.

Employees who are furloughed because of lapse of appropriations will be retroactively paid and otherwise compensated when appropriations are approved if in accordance with law and regulations and provided for in the appropriations.

## **16.7 Benefits**

Life insurance and health benefits will be provided to furloughed employees in accordance with OPM regulations.

## **Article XVII            Grievance Procedure**

### **17.1 Purpose and Scope**

This negotiated procedure will be the exclusive procedure available to bargaining unit employees and/or the Parties for resolving grievances except as provided in Section 17.3 of this Article.

Employees will communicate with their immediate supervisors about concerns over a working condition, personnel policy or practice which they feel gives rise to unfairness in the work area. The immediate supervisor will, in turn, communicate openly and honestly with the employee concerning working conditions, personnel policies and practices which brought about the situation.

### **17.2 Grievance Definition**

A grievance means any complaint:

- A. By any employee, group of employees, the Union or the Agency concerning any matter relating to the employment of the employee; or
- B. By any employee, group of employees, the Union or the Agency concerning:
  - 1. The effect of interpretation, or a claim of breach of this Collective Bargaining Agreement; or
  - 2. Any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment.
- C. Except that it will not include a grievance concerning:
  - 1. Any claimed violation relating to prohibited political activities;
  - 2. Retirement, life insurance or health insurance;
  - 3. A suspension or removal for national security reasons;
  - 4. Any examination, certification or appointment;
  - 5. The classification of any position which does not result in the reduction in grade or pay of the employee; or
  - 6. Personnel actions as a result of a RIF.

### **17.3 Appeal or Grievance Options**

Matters covered under Sections 4303 (reduction in grade, or removal for unacceptable performance) and 7512 (removals, suspensions for more than fourteen (14) days, reduction in grade or pay, or furlough for thirty (30) days or less), of Title 5 of the U.S.C. may, at the discretion of the aggrieved employee, be raised either under the appropriate Statutory procedures (MSPB) or under the negotiated grievance procedure, but not both.

For the purposes of this Section, an aggrieved employee will be deemed to have exercised his/her option to raise a matter either under the applicable Statutory procedures or under the negotiated grievance procedure at such time as the employee timely files a written notice of appeal under the applicable Statutory procedures, or timely files a formal grievance in writing in accordance with the provisions of the Parties' negotiated grievance procedure, whichever event occurs first.

### **17.4 Questions of Grievability or Arbitrability**

Either Party may allege that a grievance is non-grievable or non-arbitrable. The question of arbitrability must have been raised by either Party by the last step of the formal grievance procedure.

### **17.5 Role of the Union**

The Union will be recognized as the representative of the aggrieved employee(s) unless such employee(s) wishes to personally handle the grievance and so informs the official to whom the grievance is being presented. No employee representative other than the Union will be recognized under these procedures.

If any employee chooses to present a grievance on his/her own behalf, the Union will have the right to have a representative present during the grievance proceeding on official time. The Agency will notify the Union, in advance, of any meeting held between the grievant and the Agency concerning the grievance.

When the Union is representing the employee(s), it may present the grievance with or without the employee(s) being present. All communication from management officials will be transmitted simultaneously to the employee(s) and the Union representative. The Agency will provide the Union representative with records pertinent to the grievance, if requested.

### **17.6 Processing Requirements for All Grievances**

All time limits stated in the grievance procedure will be adhered to unless an extension of time is mutually agreed upon. The requesting party must give reasons for any request for extension. Failure by the Agency to meet the time limits, without any mutual agreement

having been made to extend the limits, will be cause for the grievance to be moved to the next step. Failure by the employee representative to meet the time limits, without any mutual agreement having been made to extend the limits, will be cause for the grievance not to be accepted at the next level.

At any stage during this procedure, the grievant and/or representative may request a meeting to discuss the issues, or request a telephone conference in lieu of a meeting, if appropriate. The Parties agree that should a grievance reach the stage where the charged Party is not located in Kansas City, the charged Party may designate in writing to the grievant/representative an appropriate member of management in Kansas City to represent them and act in their behalf at such meeting.

### **17.7 Grievance Filed by Employee(s) or by the Union on Behalf of Employee(s)**

It is expected that an employee and their immediate supervisor will attempt to resolve all issues informally before proceeding with a formal grievance.

A. **Step 1:** The grievant/representative may, within forty-five (45) calendar days after the occurrence of the matter, or when the grievant first had knowledge of the matter out of which the grievance arose, begin the grievance procedure by providing a written notice to the supervisor at the level above the immediate supervisor or the grievance will not be accepted. Timeframe extensions must be mutually agreed upon. This written notice must contain the following information:

1. Grievant's name, title and grade;
2. The nature of the grievance as it affects the employee, including date(s) of events or actions giving rise to the grievance;
3. The violations of the Agreement or how the grievant(s) has been adversely affected;
4. Describe the efforts taken to resolve the complaint with the immediate supervisor;
5. Identify the grievant(s) representative by name and position; and
6. Identify corrective action required.

Within fifteen (15) calendar days of the filing of Step 1 of the formal grievance, the Parties will meet to discuss the grievance. The grievant/representative will have access to pertinent documents and an opportunity to discuss the grievance with knowledgeable persons.

If the grievance is resolved at this stage, the resolution will be rendered in writing by the charged Party and signed by both Parties. If such discussion fails to produce a resolution, the charged Party will issue a decision in writing and forward to the grievant/representative, if applicable.

The written response will be issued within the stated fifteen (15) calendar-day period.

**B. Step 2:** The grievant/representative may within fifteen (15) calendar days of the receipt of the negative decision, initiate Step 2 of the formal grievance procedure by providing a written notice to the supervisor at the level immediately above the supervisor rendering the negative decision at Step 1 of the formal stage. This written notice must contain the following information:

1. All documentation contained in Step 1 of the formal grievance; and
2. Any other information which may assist in the resolution of the grievance.

The supervisor will consider the grievance along with all related documentation and information contained in the grievance file and will render a written decision within fifteen (15) calendar days of receipt of the appeal.

If the grievance is resolved at this stage, the resolution will be rendered in writing by the charged Party and signed by both Parties.

If the grievance is not resolved, arbitration may be invoked within fifteen (15) calendar days of receipt of the negative decision, in accordance with Article 18 of this Agreement.

## **17.8 Grievance Filed by the Agency**

Grievances filed by the Agency will be submitted in writing to the President of the Union with thirty (30) calendar days of the occurrence of the event (or upon becoming aware of the occurrence) on which the grievance is based. It must state specifically and in detail the nature of the grievance, previous efforts made to avoid or resolve the grievance informally, the results thereof, and the corrective action desired. The President of the Union will render a written decision of the grievance within thirty (30) calendar days of its receipt.

If the decision resolves the grievance, the resolution will be reduced to writing by the Union and signed by both Parties. If the grievance is not resolved the Agency may, within fifteen (15) calendar days of the receipt of the written decision, invoke arbitration in accordance with the provisions of Article 18.

## **17.9 Grievance Filed by the Union**

Grievances filed by the Union will be submitted in writing to the appropriate manager within thirty (30) calendar days of the date of the occurrence of the event (or upon becoming aware of the occurrence) on which the grievance is based. It must state specifically and in detail the nature of the grievance, previous efforts to avoid or resolve the grievance informally, the results, if any, and the corrective action desired. The manager (or designee) will render a written decision within thirty (30) calendar days of receipt of the grievance.

If the decision resolved the grievance, the resolution will be reduced to writing by the Agency and signed by both Parties. If the grievance is not resolved, the Union may, within fifteen (15) calendar days of receipt of the written decision, invoke arbitration in accordance with provisions of Article 18.

## **Article XVIII            Arbitration**

### **18.1    Procedures and Conditions for Arbitration**

- A.    Only the Union or the Agency may invoke arbitration. To do so, either Party will serve written notice of such intent on the other within fifteen (15) calendar days of receipt of the final decision rendered under the provisions of Article 17 of this Agreement.
  
- B.    The Party invoking arbitration will, within five (5) calendar days of the request for arbitration, request the Federal Mediation and Conciliation Service (FMCS) to furnish the Parties a list of five (5) impartial persons qualified to act as arbitrators. The Party requesting arbitration will contract the charged Party within ten (10) calendar days after the receipt of the list for the purpose of selecting an arbitrator.
  
- C.    If the Parties cannot mutually agree upon one of the listed arbitrators, they will each strike one arbitrator's name from the list of five (5) and then repeat the procedure until one person remains who will be the duly selected arbitrator. The following procedure will be used: If the date of the transmittal letter from FMCS is an odd number, the Union will make first strike. If the date of the transmittal letter is an even number, the Agency will make the first strike. The remaining person will be the duly selected arbitrator.
  
- D.    If either Party refuses to participate in the selection of an arbitrator, the other Party may then select any person from the FMCS roster to be the duly selected arbitrator.
  
- E.    The Parties will strive for a joint submission of the issue(s) for arbitration. If this fails, each Party will provide a separate submission and the arbitrator will determine the issue(s) to be heard.
  
- F.    Financial costs of arbitration will be paid in the following alternating fashion:
  - 1.    The arbitrator's fee and the expenses, if any, associated with the first arbitration following implementation of this agreement, will be borne by the losing party. The arbitrator will decide which party constitutes the losing party.
  
  - 2.    The arbitrator's fee and the expenses, if any, associated with the next arbitration will be borne equally by the Agency and the Union.
  
  - 3.    For all subsequent arbitrations the same alternating process will be used as identified in F(1) and F(2).

## **18.2 Arbitration Hearing**

- A. The arbitrator hearing will be held on Agency premises or premises furnished by the Agency during the work hours of the basic workweek.
- B. The arbitration will be conducted as an oral proceeding, and formal rules of evidence will apply. Either Party may file a brief and/or may request a verbatim transcript at a shared cost between the parties.
- C. The hearing will be presented in its entirety without regard to length of hearing or any other commitment of the Parties or the arbitrator.
- D. Absent a negative arbitrator's decision upon the arbitrability of a grievance, the arbitrator will hear arguments regarding both the arbitrability and merits of the case at the same hearing; however, the Parties may mutually agree otherwise in complex cases which could involve several days of hearings.
- E. A list of witnesses, if applicable, will be submitted by each Party three days prior to the scheduled hearing. The Agency will notify the supervisors of bargaining unit employees who are witnesses, of the designated hearing time.
- F. In considering the case, the arbitrator will have authority to define the explicit terms of this Agreement; however, the arbitrator will have no authority to add or modify any terms of this Agreement.
- G. The arbitrator will be requested at the hearing to render a decision as quickly as possible, but in any event not later than thirty (30) calendar days after the conclusion of the hearing, unless the Parties mutually agree to extend the time limit.

## **18.3 Arbitrator's Award**

The arbitrator's award will be binding on the Parties. If no exception to the award is made, action to effect the arbitrator's decision will be taken within thirty (30) calendar days from the date of receipt. The arbitrator will retain jurisdiction over the case until the award is put in effect. Any dispute over the application of the award will be returned to the same arbitrator for settlement.

## **18.4 Expedited Binding Arbitration**

- A. When arbitration is invoked in accordance with section 18.1(A) of this Article, a request may be made in writing by the Party invoking arbitration that an expedited method of arbitration be substituted for the normal procedure.
- B. All issues may be subject to expedited arbitration only by mutual consent of the Parties.

- C. The arbitrator will be informed of the name(s) and title(s) of the representatives of the Parties, identification of the action(s) being appealed, requested date for hearing, and the place and time of hearing. The hearing will take place as soon as possible.
- D. The arbitration hearing in this expedited method will be conducted as follows:
  - 1. The hearing will be informal;
  - 2. No briefs will be filed or transcripts made;
  - 3. Formal rules of evidence will not apply;
- E. Representatives of the Union and the Agency will present their respective cases; and
- F. The arbitrator bears the responsibility for a fair hearing, at which all necessary facts and considerations are presented.
- G. Decisions rendered under this expedited arbitration procedure will be binding but not be precedent-setting, insofar as such decisions will not be cited in the presentation of future grievances or arbitration cases.

## **Article XIX                    Disciplinary and Adverse Action**

### **19.1    Definitions and Procedures**

- A.    For purposes of this agreement, a disciplinary action is defined as a written reprimand, or a suspension from duty for fourteen (14) days or less. An adverse action is defined as suspension for more than fourteen (14) days, furlough without pay for thirty (30) days or less, removal, or involuntary reduction in grade or pay.
  
- B.    Disciplinary and adverse actions must be based on just cause, be consistent with applicable laws and regulations, and be fair and equitable.
  
- C.    Employees of the unit are entitled to Union representation as defined in Article 6.1 of this contract.
  
- D.    In the event an employee is issued a notice of proposed disciplinary or adverse action, the employee must be afforded and made aware of all his/her rights and privileges. In all cases, the employee and his/her designated representative will be given the opportunity to review any and all evidence presented and to reply to the charges orally and/or in writing, using the assistance of the Union as desired. Evidence against an employee will be made available to the employee and representative, and both will be given a reasonable amount of official time to review such evidence and prepare a reply.
  - 1.    Employee(s) who are issued an official reprimand will be notified of their right to grieve the action through the negotiated grievance procedure.
  
  - 2.    Employee(s) against whom a disciplinary suspension (e.g. fourteen (14) days or less) is proposed are entitled to:
    - a.    At least fifteen (15) calendar days advanced written notice.
  
    - b.    A reasonable time, but not less than seven (7) calendar days, to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer;
  
    - c.    Have a representative; and
  
    - d.    A written decision which includes the specific reasons therefore, and the effective date, if necessary, at the earliest practicable date. The decision will also advise the employee of his/her right to grieve the decision through the negotiated grievance procedure.
  
  - 3.    Employee(s) against whom an adverse action is proposed (other than for unacceptable performance or reduction-in-force) are entitled to:

- a. At least thirty (30) calendar days advance written notice, unless there is reasonable cause to believe that the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action;
  - b. A reasonable time, but not less than fifteen (15) calendar days, to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer;
  - c. Have a representative; and
  - d. A written decision which includes the specific reasons therefore and the effective date, if necessary, at the earliest practicable date. The decision will also advise the employee of his/her right to appeal the decision to the Merit Systems Protection Board (MSPB) or through the negotiated grievance procedure, but not both. The appropriate MSPB address will be included in the letter, as well as notification of the right to seek Union representation, should the employee desire to pursue redress through the negotiated grievance procedure.
- E. A final written decision of an adverse action may be grieved through the negotiated grievance procedure, or appealed to MSPB (following their procedures), but not both. Matters for which a statutory appeal process exists and which also fall within the coverage of the negotiated grievance procedure, may, at the discretion of the aggrieved employee, be raised either under the Appellate Procedure or under the negotiated grievance procedure, but not both. An employee will be deemed to have exercised his/her option to raise the matter, under either a statutory procedure or the negotiated procedure, at such time as the employee timely initiates an action under the applicable statutory procedure, or timely files a grievance in writing, whichever even occurs first.

## **19.2 Extension of Time**

Employee(s) against whom actions are proposed as in Section 19 above may, for good cause, be granted an extension of up to thirty (30) days to reply.

## **Article XX                    Position Descriptions**

### **20.1    Procedure**

The Employer will provide each employee with a complete and accurate position description covering regular and recurring duties and responsibilities. Employees will be provided a copy of their position upon entering on duty, and whenever the description is changed. The position description will be reviewed annually, or as needed.

### **20.2    Desk Audits/Classification Appeals**

Employees will be encouraged to discuss any changes or inaccuracies with the supervisor. Desk Audits are to be requested in writing through the supervisor. Desk audits are to be requested in writing through the supervisor to the Personnel Office. The Personnel Office will conduct a desk audit of the employee's duties and responsibilities as resources permit. Upon completion of the audit, the Personnel Office will discuss the findings with the employee and the supervisor. The employee, if he/she chooses, may be assisted or represented by the Union. Disputes regarding the appropriate schedule, title, series, or grade will be appealed through the USDA and/or OPM classification appeal procedures.

## **Article XXI            Contracting Out**

### **21.1    Policy**

The Agency agrees to comply with all applicable laws and this Agreement when making decisions to contract out the work of Federal employees.

### **21.2    Notification**

The Agency will notify the Union in writing at least 45 days in advance, or as soon as possible, of any contracting out proposals which may affect bargaining unit employees. The Agency will meet and consult openly and fully to the extent possible on appropriate aspects of contracting out.

### **21.3    Management Study**

The Union will be allowed to assist employees with preparation of the description of work to be performed and to solicit for consideration any recommendations on proposed performance standards and quality assurance methods, and the opportunity to negotiate as appropriate.

### **21.4    Contracting-Out Decisions**

Once the Agency makes a decision to contract out, the Agency will meet with the Union to negotiate any impacts on bargaining unit employees.

### **21.5    Surplus Employees**

The provisions of Article 16 will apply to employees adversely affected.

**Article XXII            Training**

An employee may request work-related training. All requests are subject to supervisory approval.

Approved employee training costs will be borne by the Agency.

When the Agency requires employees to attend job-related training courses or sessions, the employee will be given reasonable notice, normally no less than two (2) weeks.

## **Article XXIII          Equal Employment Opportunity (EEO)**

### **23.1    Policy**

The Agency will adhere to EEOC laws and regulations. The Agency will be responsible for taking necessary action with the objective of ensuring a work place free of discrimination and will take appropriate remedial action when discrimination occurs.

### **23.2    Affirmative Action**

In administration of the Affirmative Action Plan, and the Federal Equal Opportunity Recruitment Program (FEORP), the Agency agrees to place special emphasis on recruitment and advancement of females and minorities.

### **23.3    Union Representation**

Upon designation by a complainant, Union representatives representing employees will have access, subject to applicable procedures, to the EEO Counselor and investigative reports and the personnel records of the complainant. The Agency will furnish the Union statistical reports concerning discrimination complaints.

### **23.4    Provisions**

- A.    Any employee who wishes to file or has filed a complaint will be free from coercion, interference, or reprisal. When feasible, employees may request EEO counselors of their own choosing.
- B.    The Agency will make available to employees written information describing the EEO complaint procedure. The names and telephone numbers of EEO counselors will be posted and kept current.
- C.    An employee has the option of filing a formal complaint under the negotiated grievance procedure or the Agency EEO complaint procedure, but not both.

## **Article XXIV            Employee Assistance Program (EAP)**

### **24.1    Purpose**

The Parties recognized that alcoholism, drug abuse, emotional-behavioral problems, etc. can impair work performance and conduct. These issues could affect all parties concerned and should be addressed in a humanitarian fashion without condoning the acts.

### **24.2    Policy**

It will be the policy of the Parties to offer assistance and encouragement to employees who may have problems and to assure that all information relating to the employee is held in strictest confidence. Employees who may utilize the program will be assured that their job security or chances of promotion will not be jeopardized by their request for assistance.

### **24.3    Procedures**

- A.    Specific procedures on how to utilize the EAP are available in the Health Unit.
- B.    Employees may be granted appropriate leave, consistent with laws, rules and regulations, to participate in the EAP.
- C.    All records on EAP utilization are to be treated confidentially. Information on a particular employee's usage of the EAP will not be divulged without the written consent of the employee concerned.

**Article XXV            Incentive Awards**

**25.1    Purpose**

Incentive Awards are designed to recognize an employee's achievement(s).

**25.2    Types of Awards**

The Agency may recognize employee's for:

- A.    Specific contribution(s) resulting in tangible benefits or savings and/or intangible benefits to the Government;
- B.    Overall performance exceeding the fully acceptable level; or
- C.    A contribution or accomplishment in the public interest.

**25.3    Recognition of Employee Representative**

The Agency will provide the Union with a list (including the name, date, type and award amount) of all awards given to bargaining unit employees each quarter.

## **Article XXVI          Telework**

### **26.1    Policy**

RMA supports a telework policy for employees choosing to work offsite for part of the pay period provided their work is appropriate for telework. Telework is a voluntary program. It is an option, not a right or entitlement. This article does not apply to reasonable accommodation or medical flexiplace.

### **26.2    Definitions**

**Routine Telework:** Telework which occurs as part of an ongoing, regular schedule.

**Ad-hoc Telework:** Telework that is approved on a case-by-case basis, where the hours worked were not part of a previously approved, ongoing and regular telework schedule and is not subject to the maximum amount of telework per pay period or week. Disapproval of requests to exceed the maximum amount of telework per pay period or week is not subject to Article 17.

### **26.3    Employee Eligibility Requirements**

A.    To be eligible for telework, an employee must meet and continue to meet the following qualifications:

1.    Have a permanent career status;
2.    Have a performance rating of at least “fully successful” or equivalent;
3.    Not require daily face-to-face contact with the supervisor, colleagues, clients or the general public;
4.    Be engaged in work that can be performed successfully offsite;
5.    Not be on sick leave restriction or has not been on sick leave restrictions within the past 12 months;
6.    Not currently on a performance improvement plan or opportunity to improve (OTI);
7.    Not have received disciplinary or adverse action in the past 12 months; and
8.    Not be serving a probationary period.

B.    Appropriate work for a flexible worksite must meet the following criteria:

1. It must be portable;
  2. It must be reportable and;
  3. It must be able to be completed away from the official duty station without preventing office coverage or the mission of the work unit.
- C. The employer may perform an onsite inspection. Employees will be given a minimum of two scheduled-workdays notice prior to any onsite inspection.
- D. Telework employees will not have a dependent needing attention and care in the home during work hours, unless an in-home care provider is present. Dependents able to care for themselves may be in the home during work hours.

#### **26.4 Responsibilities**

- A. In evaluating a position for Telework supervisors will consider the criteria in Section 3 and Section 7.
- B. Employees will:
1. Sign and follow the approved application package (if applicable);
  2. Agree to return any Agency equipment upon request;
  3. Comply with all agency security guidelines and measures;
  4. Be available by phone or email during their scheduled teleworking hours;
  5. Ensure forwarded phone calls do not receive personal home telephone greetings;
  6. Check their duty station email and voicemail at least twice a day;
  7. Provide adequate workspace; and
  8. Report telework hours accordingly on their time sheets.

#### **26.5 Applying for the Telework Program**

The employee must submit:

- A. An application package containing the following or other subsequent Agency approved forms:

1. FFAS-7 Flexiplace Home Safety Checklist;
  2. FFAS-10 Flexiplace Work Agreement; and
  3. FFAS-14 FSA/RMA Flexiplace Program Process List.
- B. An employee may also need to complete the following, if necessary or other subsequent Agency approved forms:
1. FCIC-586 RMA Security Access Authorization Form; and
  2. FFAS-6 Flexiplace Hardware and Software Request.

## **26.6 Rules that Apply to Telework Program**

- A. Telework will be scheduled in whole day increments.
- B. An employee must be in the office at least 4 days per pay period.
- C. An employee may telework up to 3 days in a week.
- D. The supervisor may change or cancel a telework day if the circumstances require the employee to be at their official duty station. The Supervisor will notify the employee as soon as possible before the scheduled telework day of the intent to change or cancel a telework day.
- E. The employee may discontinue their participation in the Telework program at any time.
- F. The Supervisor may remove an employee from the RMA Telework Program if the employee is no longer qualified in accordance with Section 3. The Supervisor and the employee will try to resolve specific problems before removal from the Telework Program.
- G. An employee is not released from work when the office is closed for inclement weather or other similar emergencies.
- H. An employee's official duty station is the same as the office to which the employee is assigned.
- I. Telework employees are covered by the Federal Employees Compensation Act and may qualify for payment for on-the-job injury or occupational illness.
- J. The employee will obtain necessary insurance coverage, business use permits, variances, etc., from local municipalities, homeowner's associations, etc.

- K. The Agency will not be held liable for damages to an employee's personal or real property while the employee is performing official duties at the approved alternative worksite. The Agency may be held by either of the following:
  - 1. The Federal Tort Claims Act; and
  - 2. Claims arising under the Military Personnel and Civilian Employees Claims Act.

## **26.7 Telework Equipment and Supplies**

- A. Employees approved for working offsite will be provided with the necessary computer equipment to complete their work assignments, if available. A waiting list will be established if there is a shortage of computer equipment.
- B. Telework employees will pay any additional utility expenses associated with working at the alternate worksite.
- C. The Agency will provide a calling card for long distance phone calls related to official duties, if appropriate.
- D. The Agency will not provide office equipment for the teleworking employees.
- E. The Agency will provide routine supplies and materials for teleworking employees.

## **Article XXVII      Medical Flexiplace**

### **27.1 Authority**

PM Notice 2156 provides appropriate uses and definitions for medical flexiplace and includes, but is not limited to, the following: recovery from injury (non-OWCP), child birth, recovery from surgery, or receipt of regularly scheduled therapy or treatment sessions, such as physical therapy or chemotherapy.

An employee requesting accommodation should contact the Agency's reasonable accommodation coordinator.

### **27.2 Employee Responsibilities**

In addition to the responsibilities contained in Article 27, the employee must provide required medical documentation including a letter from the treating physician or specialist on office letterhead with the original signature, containing:

- A. The nature of the condition and diagnosis;
- B. The prognosis of the condition;
- C. An estimated date that the employee will be able to return to work, either full-time or part-time;
- D. Specific information about the physical or activity restrictions; that is, work hours, duties, and so forth, including any change in the employee's condition warranting adjustment of work hours, etc.; and
- E. Other information concerning the condition that assists the supervisor in evaluating the employee's request for medical flexiplace.

### **27.3 Telework Equipment and Supplies**

Employees approved for medical flexiplace will be provided the telework equipment as provided in Article 26.

### **27.4 Union Notification**

The medical flexiplace agreement will be signed by the Agency and the Union indicating the date the employee's individual Flexiplace program will begin.