

**LABOR-MANAGEMENT AGREEMENT**

**BETWEEN**

**USDA RURAL DEVELOPMENT-  
WASHINGTON STATE**



**AND**

**NATIONAL FEDERATION OF FEDERAL EMPLOYEES-  
LOCAL 758**



Effective July 31, 2017

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## **PREAMBLE**

Pursuant to the policy set forth in the Federal Service Labor Management Relations Statute and subject to all applicable statutes and existing regulations issued by the United States Office of Personnel Management (OPM), the Labor Management Agreement, together with any and all subsequent supplemental agreements and/or amendments, constitute a total Agreement and is entered into by and between the United States Department of Agriculture (USDA), Rural Development, Washington State, hereinafter referred to as the Agency and/or Employer and the National Federation of Federal Employees (NFFE), Local 758, hereinafter referred to as the Union. A hyperlink to the Federal Service Labor Management Relations Statute is contained in Appendix B.

It is the intent and purpose of the parties to:

- Promote and improve the efficiency of mission operations and the well-being of bargaining unit employees;
- Improve the working conditions of employees within the Federal Service Labor Management Relations Statute;
- Establish and foster a basic understanding of personnel policies, procedures, and practices, and matters affecting the conditions of employment; and
- Provide means for amicable discussion and adjustment of matters of mutual interest as USDA Rural Development, Washington State.

## **ARTICLE 1 – GENERAL PROVISIONS**

1.1 **AUTHORITY**: This agreement is made under authority contained in 5 U.S.C. Chapter 71 and in accordance with the Certification of Representative, dated December 21, 1972, along with the Decision and Order concerning Petitioner/Exclusive Representative Case No. SF-RP-06-0014 dated April 11, 2006.

### 1.2 **RECOGNITION**:

- A. The Employer recognizes the rights of Employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions, which affects them.
- B. The Employer recognizes NFFE Local 758 as the exclusive representative of all employees in the bargaining unit as defined below, hereinafter referred to as “employees” or “bargaining unit employee(s).”
- C. The Union recognizes its responsibility to represent the interest of all unit employees with respect to grievances, personnel policies, practices and procedures, or other matters affecting their general working conditions, subject to the express limitations set forth herein.

1.3 BARGAINING UNIT: The Bargaining Unit for which NFFE is exclusive representative is described as follows:

- A. Included: All professional and non-professional General Schedule and Wage Grade employees of the [Rural Development] in the State of Washington.
- B. Excluded: Management officials, supervisors, employees engaged in Federal personnel work except those in a purely clerical capacity, guards, casuals and intermittent employees and seasonal employees who have no reasonable expectancy of reemployment and employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6), and (7).

1.4 FEDERAL SERVICE LABOR RELATIONS AUTHORITY: In the administration of all matters covered by the agreement, officials, and employees are governed by existing or future laws, and regulations or appropriate authorities; by published agency policies and regulations in existence at the time the agreement was approved; and, by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level, and by 5 U.S.C., Chapter 71.

1.5 DISTRIBUTION: Within thirty (30) days after the approval of this Agreement, the Employer will make available copies (electronic) to all employees. Thereafter, the Employer will furnish an electronic upgrade of the above information as changes occur.

1.6 EQUAL EMPLOYMENT OPPORTUNITY: The parties agree to actively support programs developed to provide equal opportunity in employment for all persons; to prohibit discrimination because of age, race, color, religion, sex, national origin, disability, marital status, genetic information; to promote the realization of equal employment opportunity through continuing affirmative action, career enhancement, and to support providing reasonable accommodations for persons with disabilities. In addition, it is illegal to discriminate on the basis of gender identity, sexual orientation, and pregnancy, political affiliation, labor organization affiliation, or non-affiliation, parental status, or any other non-merit-based factor; or retaliation for exercising rights with respect to the categories enumerated above, where retaliation rights are available.

1.7 DEFINITIONS: The following definitions of terms used in this Agreement shall apply:

- A. AMENDMENTS: Modifications to the basic Agreement to delete or change portions, sections, or articles of the Agreement.
- B. ADVERSE ACTION: A personnel action which affects an employee through: removal, suspension for more than 14 days; reduction-in-grade or pay; or furlough without pay for 30 days or less. Such actions are appealable to the Merit System Protection Board or through the negotiated grievance procedure (depending on scope) at the employee's choice, but not both (5 U.S.C. 7121 (d)). It does not include removal of a probationary employee; a suspension or removal for national security reasons; a reduction in grade or a removal for unacceptable performance; or an action by the Special Counsel of the Merit System Protection Board (MSPB).

- C. AGENCY: USDA Rural Development.
- D. AUTHORITY: The Federal Service Labor Relations Authority as established by the Civil Service Reform Act of 1978.
- E. DAYS: Calendar Days
- F. DISCIPLINARY ACTIONS: Management-initiated actions designed to correct employee behavior. Disciplinary Actions may include written reprimands and suspensions of 14 days or less. Disciplinary Actions are less severe than Adverse Actions and are grievable through the negotiated grievance procedure to arbitration.
- G. EMERGENCY SITUATION: An emergency situation is one which poses sudden immediate and unforeseen work requirements for the Employer as a result of natural phenomena or other circumstances beyond the Employer's control or ability to anticipate.
- H. EMPLOYEES: Employees of the Bargaining Unit as described in Article 1.3.
- I. EMPLOYER: USDA Rural Development, Washington State.
- J. EXEMPT EMPLOYEE: One who is not covered by the minimum wage and overtime provisions of the Fair Labor Standards Act.
- K. GRIEVANCE: A request for relief in a matter of concern or dissatisfaction: 1) by any employee concerning any matter relating to the employment of the employee; 2) by the Union concerning any matter relating to the employment of any employee; or, 3) by any employee, labor organization, or Agency concerning: (i) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or (ii) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- L. IMPASSE: The inability of the representatives of the Employer and the Union to arrive at a mutually agreeable decision, concerning negotiable matters, through the bargaining process.
- M. MANAGEMENT OFFICIAL: An individual employed by the Agency in a position where the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the Agency.
- N. NEGOTIABILITY DISPUTE: A dispute over whether or not an issue is negotiable within the scope of bargaining established in Title VII of the Civil Service Reform Act of 1978. Compelling disputes are resolved by the FLRA. Regulations of the Authority provide specific procedures for processing such disputes (5 U.S.C. 7117).



- O. NEGOTIATION: Bargaining of representatives of the Employer and Union over appropriate issues relating to terms of employment, working conditions, and personnel policies and practices, with a view toward arriving at a formal agreement.
- P. NON-EXEMPT EMPLOYEE: One who is covered by the minimum wage and overtime provisions of the Fair Labor Standards Act.
- Q. SATELLITE OFFICE: “Satellite Locations” are locations that are occupied on a part-time basis where limited services are provided on behalf of an Area Office. It may serve as a duty station. It does not perform administrative functions.
- R. SUPERVISOR: 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.
- S. SUPPLEMENTS: Additional articles negotiated during the term of the basic Agreement.
- T. UNION: The National Federation of Federal Employees (NFFE), Local 758.
- U. UNION OFFICIAL: Duly elected or appointed officials of NFFE, Local 758, who are employees of the Employer.
- V. UNION OFFICER: An elected official of the Union, e.g., President, Vice-President, Secretary, Treasurer.
- W. UNION REPRESENTATIVE: Accredited National Representative of the National Federation of Federal Employees.
- X. UNFAIR LABOR PRACTICE (ULP) CHARGE: A charge filed on FLRA Form 22/23 with the appropriate Regional Office citing the subsections of Section 7116 of 5 U.S.C. Chapter 71 which have been violated, naming the party in violation, and specifically outlining the facts which form the basis for the charge. Filing of this form must be done within six months of the incident(s)-giving rise to the charge. Taking this step starts the unfair labor practice procedure. A copy of the charge must be served to the agency or labor organization alleged to have violated Title VII of the Civil Service Reform Act of 1978.

**ARTICLE 2: - LABOR-MANAGEMENT COUNCIL**

2.1 PURPOSE: The parties acknowledge that they have a common interest in the improvement of the operations. It is mutually agreed that the Labor-Management Council will perform Collective Bargaining, as necessary.

The Council shall submit summary reports of its meetings, in writing (electronic), to all Employees. The summary report will be signed by the State Director and the Union President.

2.2 VISION: Labor and management collaborate to work as partners to champion change to transform our Agency to deliver the highest quality service to our customers through partnership.

2.3 MISSION: Work as a team of equal partners to identify and solve problems, accomplish the Council's goals and better serve the Agency's mission, employees, and customers. Council members will be committed to sharing responsibility in identifying solutions to workplace problems and for achieving high-quality outcomes.

2.4 FUNCTIONS: The matters the Committee may give consideration to, may include, but are not limited to:

- A. The identification and/or correction of conditions causing grievances and misunderstandings;
- B. Improving communications between employees and supervisors;
- C. Maintaining employee productivity and morale;
- D. The improvement of working conditions;
- E. Providing assistance in the form of ideas, and or suggestions, for the improvement of program delivery.

2.5 MEMBERSHIP: The Rural Development Labor/Management Council for Washington State will consist of four (4) regular members. There will be two (2) State Director designated Management Employees and two (2) Union Officers / Representatives that make up the Labor Management Council.

Advisors may be called upon by Labor or Management with five days of advance notification by the Union President and State Director. Advisors are not members of the Council.

Technical Experts (Human Resources, Information Technology, etc.) may be invited by mutual agreement to provide technical advice at Council Meetings.

2.6 ADMINISTRATION: Council will meet in person quarterly or as needed at a place to be determined. Members will decide on meeting location for the next meeting at the end of each meeting. Other meetings and conference calls will be scheduled as needed.

Normally, the Agency will pay the cost of travel for the quarterly meetings subject to budgetary limitations. If budget limitations exist then meetings can be held telephonically or video teleconference.

The note taker will be designated by the Council. Minutes will be taken at the meetings and distributed to Council members for comments and corrections at the beginning of the next

meeting. In the interest of confidentiality, the minutes will not be distributed outside the Council. A summary of the minutes will be distributed to all employees within 30 days after each meeting. The State Director and Union President will sign the summary prior to distribution.

A rotating Chair decided at the end of the previous meeting will conduct the next meeting. The Chair is responsible for obtaining agenda input, preparing the agenda and providing notification of the Council.

Input from members for agenda items will be requested by the designated Chair at least 5 days prior to scheduled meeting. The written agenda and materials will be provided to the Council members no later than 2 days before scheduled meetings. Additional items may be entered during the meeting if the subject issues have surfaced after the agenda was prepared.

**2.7 LIMITATIONS:** The Labor-Management Council shall not, under any circumstances, consider individual grievances, complaints, or disputes.

### **ARTICLE 3: - RIGHTS OF MANAGEMENT, UNION, AND EMPLOYEES**

**3.1 AGREEMENT:** Both parties recognize the rights and obligations conferred on Unions and Management by the Federal Service Labor-Management Relations Statute (5 U.S.C., Chapter 71), as well as the Congressional findings and purposes stated in 5 U.S.C. 7101 (a) and (b) with regard to collective bargaining in Civil Service.

#### **3.2 UNION RIGHTS AND REPRESENTATION:**

- A. The Union has not waived any of its statutory rights nor any statutory rights of its employees by entering into this Agreement.
- B. There shall be no restraint, interference with or coercion against any Union officials in the exercise of their rights under 5 U.S.C. Chapter 71 because of the performance of duties within the scope of this Agreement, or against any Bargaining Unit member for filing a grievance, or acting as a witness under this Agreement, the Statute or applicable regulations.
- C. The Union is the exclusive representative of the Bargaining Unit and is entitled to act on behalf of Bargaining Unit employees. The Union is responsible for representing the interests of all employees in the Bargaining Unit without discrimination and without regard to Union membership.
- D. Designated officers or officials of the Union have the right to represent the employees within the entire Bargaining Unit. Management will recognize officials designated by the Union.

- E. The Union will provide, annually (at the beginning of each fiscal year) or when changes occur, to Management a list showing the distribution of representational duties.
- F. The Union has the right to represent an employee or group of employees in presenting a grievance or when raising matters of concern or dissatisfaction with Management.
- G. The Union has exclusive right to represent employees under the negotiated grievance procedure in this Agreement.
- H. An employee or group of employees may present a grievance or complaint without representation by the Union. The Union will be given the opportunity and has the right to have an observer present during discussions with the grievant. Also, the Union will be given an opportunity and has the right to be present at the resolution.
- I. The Union shall be a party to formal discussions and grievance proceedings involving conditions of employment.
- J. If an employee desires consultation with a Union official during working hours for labor-management business, they will arrange with the supervisor prior to leaving the worksite. Supervisors will grant reasonable requests for temporary absences for this purpose at such times and for such a period of time as the employee can be excused. If this departure would create immediate problems, the supervisor will inform the employee of the earliest time that they would be free to leave for their consultation, but in no case more than 24 hours. When a supervisor denies a request after 24 hours have elapsed, he/she will put forth the reasons in writing. If employee desires consultation with a Union official during working hours via telephone the employee may request to use a private space (conference room, vacant office, etc.) from the supervisor. The supervisor will make arrangements for the private space. When the Union official requests official time the request may include a request for a private space, if applicable and the supervisor will make arrangements for the private space.

### 3.3 EMPLOYEE RIGHTS:

- A. Upon request of the employee, a Union Official shall have the opportunity to be present at any examination of an employee in connection with an investigation where the employee reasonably feels discipline may result. When an employee exercises this right and a Union Official is not immediately available, and the Agency wishes to continue the investigation, it will be delayed for a reasonable period of time to permit the presence of a Union Official.
- B. Form, join, or assist any labor organization, or to refrain from such activity, freely, and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such rights.
- C. Act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to the head of the Agency and

other officials of the executive branch of the Government, the Congress, or other appropriate authorities.

- D. This contract is an agreement in the interest of maintaining a business relationship; both supervisors and employees will deal with each other in a professional manner and with courtesy, dignity, and respect. Agency, Union Officials, and employees shall refrain from coercive, intimidating, or abusive language and behavior.
- E. The Agency shall annually inform Bargaining Unit employees of their rights under 5 U.S.C. 7114(a)(2)(B), including but not limited to posting a notice on the official bulletin boards.
- F. An employee shall not be disciplined or otherwise discriminated against because the employee has filed a complaint or given testimony under the Statute, the grievance procedure, or any other redress procedure available.
- G. This Agreement does not prevent any employee, regardless of employee organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, or agency policies, or from choosing his / her own representative in a statutory appeal action.
- H. All bargaining unit employees are entitled to assistance and representation by the Union.

3.4 MANAGEMENT RIGHTS: Subject to 5 U.S.C. 7106 (b) nothing in this Agreement shall affect the authority of any management official of the Agency:

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

## **ARTICLE 4: - NEGOTIATIONS DURING THE TERM OF THE AGREEMENT**

4.1 PURPOSE: The purpose of this Article is to establish a process to govern mid-term negotiations.

4.2 SCOPE: Subjects appropriate for negotiations between the parties are personnel policies and practices and matters relating to or affecting working conditions of employees within the Bargaining Unit. The Employer agrees to negotiate with the Union on any new policy or change in established policy or past practice as required by the Statute.

- A. Whenever the Agency decides to make a change which affects a condition of employment, it shall provide the Union President or designee reasonable written notice of the change at least ten (10) days in advance of the anticipated date of implementation unless: (a) the change is already covered by this Agreement; and/or (b) the Union has already waived its right to bargain about the change.
1. The notice shall include a statement of: (a) the specific changes; (b) the general identity of the employees who will be impacted; and (c) estimated date of implementation.
  2. The Union may request a briefing or request to negotiate within ten (10) days of receipt of the proposed change.
  3. If the Union requests a briefing, one will be held within ten (10) days of the request. The Union must submit its request to negotiate within ten (10) days of the briefing.
  4. Union written proposals relating to the proposed change must be submitted within ten (10) days of the request to negotiate referenced in paragraphs two and three of this Section. Those proposals must be germane to the subject submitted by the Employer.
  5. Negotiations will begin no later than ten (10) days following the written proposals submitted by the Union.
  6. Time limits described above may be extended by mutual agreement.
- B. The parties recognize that the timeframes set in this article to initiate bargaining are based upon normal circumstances and may be shortened by mutual agreement or under emergency or extremely rare circumstances. Management agrees not to set artificial deadlines for implementing changes in order to circumvent the normal timeframes.

4.3 GROUND RULES: The following Ground Rules apply for Mid-Term Bargaining.

- A. Negotiations shall take place as soon as practicable during regular duty hours unless otherwise mutually agreed by the parties.
- B. The Employer will provided a site for negotiations.
- C. The Union will be authorized the same number of Union representatives on official time as the Employer has representatives at the negotiating table.
- D. Agreements reached will be written and signed by both parties.
- E. All written agreements will be assigned a control number as follows: a four digit number representing the calendar year; followed by two additional digits representing the number of written agreements signed that year. For example, the first written agreement signed in calendar year 20XX will be numbered 20XX-01; the eleventh written agreement signed in calendar year 20XX will be numbered 20XX-11. This control number will be located in the upper right hand corner of the document.
- F. The written agreements reached under this Article will be subject to reopening upon expiration of this Agreement.

4.4 ALTERNATIVE DISPUTE RESOLUTION: When both parties in good faith have considered each other's proposals and counter-proposals, cannot reach an agreement, and have considered appropriate Alternative Dispute Resolution (ADR) mechanisms, then either party may declare impasse and the services of the Federal Mediation and Conciliation Service may be requested.

4.5 MEDIATION PROCEDURES:

- A. In the event either party declares an impasse in negotiations, the Federal Mediation and Conciliation Service (FMCS) will be immediately requested to provide services and assistance to resolve the dispute pursuant to 5 U.S.C. 7119.
- B. If the mediation services of the FMCS do not result in resolution of the impasse, either party may invoke the services of the Federal Service Impasse Panel (FSIP) pursuant to 5 U.S.C. 7119.

4.6 PROCEDURES:

- A. The party seeking to invoke the services of the FSIP will provide notice to the opposing party of its intention to take such action.
- B. If the Agency intends to implement the proposed change in working conditions, it will give the Union appropriate notice including the effective date. Such notice will provide the Union a reasonable opportunity to seek FSIP assistance before the Agency implements the change.

4.7 NEGOTIABILITY PROCEDURES: Either party declaring any provision non-negotiable will provide to the other party a statement of non-negotiability and the reasons.

#### **Article 5 – DUES WITHHOLDING/REVOCAION**

5.1 DUES WITHHOLDING: In order to initiate union dues withholding by payroll deduction, a bargaining unit employee must complete a Standard Form (SF) 1187, “Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues” or the successor form if the SF-1187 is replaced. The SF-1187 can be obtained from either the Union or OPM website. The employee must complete the appropriate spaces, sign it, and submit it to the Union. The Union will complete its portion of the form and submit it to Human Resources using the current submission procedures.

5.2 DUES REVOCATION: A bargaining unit employee can terminate the union dues withholding any time after the initial one-year anniversary date. See Appendix A.

#### **ARTICLE 6 – DURATION OF AGREEMENT**

6.1 GENERAL: This Agreement will be implemented and become effective when it has been signed by the parties and approved upon review pursuant to 5 U.S.C. 7114(c)(2). This Agreement will remain in full force and effect for five (5) years from its effective date.

6.2 AMENDMENTS: This agreement, except for the duration period, may be subject to opening to revise or add coverage by the parties in accordance with the following conditions:

- A. As required by changes made to applicable laws, regulations, and Government wide policies after the effective date of the agreement.
- B. At any time after one (1) year from the effective date until six (6) months before the expiration date, each Party may submit a written notice to the other Party of its intent to re-open one (1) Article for re-negotiation on an annual basis. For such Negotiations, the Parties shall follow the procedures set forth in the Negotiations Article 4.
- C. By mutual agreement the Parties may open up additional articles after the one (1) year anniversary date. For such Negotiations, the Parties shall follow procedures set forth in the Negotiations Article 4.
- D. Any supplements or amendments to this Agreement concluded by the Parties shall become part of this Agreement and shall terminate at the same time as this Agreement unless the Parties expressly provide otherwise in writing.

6.3 EXPIRATION: Upon completion of the 5-year term, the Agreement shall be automatically renewed for a two (2) year period unless either party gives the other party written notice of its intention to renegotiate this Agreement no less than 60 days nor more than 105 days prior to its termination date.



## **ARTICLE 7 – UNION REPRESENTATION AND OFFICIAL TIME**

7.1 **GENERAL:** The obligation to represent the employees of a Bargaining Unit requires Union officials have reasonable access to Bargaining Unit employees and responsible management representatives of USDA Rural Development for the State of Washington.

7.2 **RECOGNITION OF DESIGNEES:** The Employer agrees to recognize four (4) Union Officials to be designated (appointed and/or elected) by the Union. The designated Union Officials will be authorized a reasonable amount of official time for representational activities pursuant to the terms and conditions of this Agreement, and Chapter 71 of Title V of the U.S. Code. In accordance with the U.S. Code, such official time does not extend to such activities as solicitation of membership, collection of dues, campaigning for officers, or other matters pertaining to the internal business of the Union.

7.3 **OFFICIAL TIME:** The Union Official will be permitted a reasonable amount of time to perform representational duties. The Union Official will request Official Time in advance from their first line supervisor or designee. The request will be via email with a copy to the Administrative Programs Director. The request will include the approximate amount of time needed and a phone number where they can be reached during the requested time. Upon return to the work area/duty status, the Union Official will submit an Official Time request in the Employer's automated time and attendance system (currently WebTA) with the accurate amount of Official Time used and the appropriate Official Time Code (35, 36, 37, or 38).

7.4 **INTERNAL UNION BUSINESS:** Internal Union business, such as attending Union meetings and posting or distributing Union literature, will be conducted during the lunch period, or non-duty hours of the employees involved. Use of copier facilities will be permitted during the lunch period, or non-duty hours, if union supplies the copier paper. Upon request and subject to normal security limitations, the Union shall be granted authority to conduct no less than one (1) membership drive of up to sixty (60) days' duration per year, before and after duty hours and at lunch periods. Upon request, the Employer shall provide, if available, the Union with tables, bulletin boards, and easels for use in such drives.

## **ARTICLE 8 – USE OF OFFICIAL FACILITIES AND SERVICES**

8.1 **BULLETIN BOARD:** Space on bulletin boards shall be made available to the Union for posting of official Union bulletins provided that the posting of such bulletins is not contrary to Federal laws or regulations. Bulletin boards must be free of controversial or political material, as well as any advertising.

8.2 **FACILITIES:** The Union will have access to such facilities and services as are reasonable, necessary, and in the public interest. This includes, but is not limited to, meeting rooms, duplicating equipment, telephones, teleconferencing, fax equipment, computers, email, and normal office supplies and equipment. In order to avoid disruptions in Agency operations or scheduling conflicts, the Union will provide reasonable notice for purposes of approval, generally at least 48 hours, of its intent to use facilities, such as meeting rooms that may be scheduled for other uses. It is understood that the Union will use official equipment and facilities

only for representational purposes of Rural Development employees when on official time. All internal Union business will be conducted during non-duty hours.

8.3 UNION TRAVEL: The Union will make every reasonable effort to keep travel and per diem charges to a minimum by utilizing technology and equipment. Travel and per diem will be claimed only in connection with approved official time and subject to the provisions in the following two subsections.

- A. UNION OFFICIALS: Ordinarily and customarily, travel and per diem will be paid in connection with authorized official time while negotiating labor-management agreements and/or attending labor-management council meetings, attending management initiated meetings with the Union, representing the Union before the FLRA or the Federal Service Impasses Panel, representing the Union in an arbitration proceeding or in such other instances as mutually agreed upon by the Parties. If a GSA vehicle is unavailable, the union official may use a privately owned vehicle and request mileage reimbursement.
- B. BARGAINING UNIT MEMBERS: The employee will make every reasonable effort to first make use of the Employer's telecommunications equipment, i.e., telephone, fax, and email, in connection with any potential grievance. If a face-to-face meeting with a Union Official is needed, the Union Official will normally travel to the employee's worksite. If the Union Official is unable to travel, then the employee, with supervisory approval, will go to the Union Official's duty station. In this event, a GSA vehicle will be used if available. If a GSA vehicle is unavailable, the employee may use a privately owned vehicle and request mileage reimbursement.

8.4 LABOR/MANAGEMENT RELATIONS TRAINING:

- A. UNION SPONSORED TRAINING SESSIONS: The Employer agrees to grant a reasonable amount of official time, to employees who are Union officials, who are USDA Rural Development employees, for the purpose of attending Union sponsored training sessions related to representational duties (steward/officer training, grievance handling and arbitration, negotiations, FLRA practices and procedures, etc.). The Union will provide the Employer an agenda, training content and/or materials to support the time requested.

This does not preclude the Union from requesting and the Employer granting additional official time if the Employer determines that a particular request is justified due to the nature of the training, which the Union proposes to attend.

- B. EMPLOYER/UNION SPONSORED TRAINING SESSIONS: The Employer agrees to joint Labor-Management training sessions on official duty time with Union Officials, supervisors, and managers regarding the administration of this agreement.

## **ARTICLE 9 – HOURS OF DUTY AND PREMIUM PAY**

9.1 HOURS OF DUTY AND CREDIT HOURS: Both Parties recognize the use of Alternate Work Schedules (AWS) can improve productivity and morale and provide greater service to the public. Any choice of AWS must be mutually acceptable to the supervisor and the employee. Alternative work schedule and credit hours are authorized in accordance with governing laws, rules, regulations, policies, RD Instruction 2051-F as amended and this Article.

- a. Official Hours – the hours when an office is open for business to serve customer needs is normally from 8:00 a.m. until 4:30 p.m. Exceptions are Satellite Offices that are not fully staffed and open to public by appointment only.

### 9.2 OVERTIME AND COMPENSATORY TIME:

- a. Overtime and compensatory time off in lieu of overtime pay will be administered in accordance with applicable laws, rules, policies, practices, regulations, including RD Instruction 2051-H, Hours of Pay, Subpart H as amended and this Article. Overtime under this Article must be approved by the Employer in advance of the work being performed.
- b. Employees are designated as exempt or nonexempt to determine if the Fair Labor Standards Act (FLSA) is applicable to an employee.
- c. A FLSA exempt employee is one who is not covered by the minimum wage and overtime provisions of the Fair Labor Standards Act.
- d. A FLSA nonexempt employee is one who is covered by the minimum wage and overtime provisions of the Fair Labor Standards Act.

### 9.3 COMPENSATORY TIME FOR TRAVEL (CTFT):

- a. CTFT is time that is credited under the authority of 5 CFR 550, Subpart N. CTFT will be earned and used in fifteen (15) minute increments. There is no maximum limit of CTFT that may be accumulated. An employee may not receive payment under any circumstances for any unused CTFT. CTFT not used within twenty-six (26) pay periods after it was earned will be forfeited.

## **ARTICLE 10 – LEAVE**

10.1 LEAVE: The Employer and Union have a common interest to create a Family Friendly Workplace which enables the Agency to meet their mission needs while allowing employees flexibility to meet both work and family needs.

The Employer agrees to administer hours of duty and alternative work schedules in accordance with Federal Laws, rules, policies, practices, and regulations including RD Instruction 2066-A as amended.

## **ARTICLE 11 – TELEWORKING**

11.1 **GENERAL**: Teleworking is a flexible worksite arrangement that improves the quality of work life, employee productivity, the balance of work and personal/family life, the environment, energy utilization, and other social and economic conditions. The Parties agree Teleworking will be administered in accordance with laws, rules, regulations, policies, procedures, and practices, including Rural Development Instruction 2045-A as amended.

Employees are responsible for safekeeping Government materials, documents, and equipment in accordance with DR 4080-811-002 along with other laws, rules, regulations, policies, procedures, and practices as amended.

## **ARTICLE 12 – HEALTH AND SAFETY**

12.1 **GENERAL**: The Employer and the Union have a common interest in promoting safe working habits and safe conditions. The Employer has an obligation to provide safe working conditions. It is recognized that each employee has the primary responsibility for his/her own safety and as such, is further responsible for promptly bringing to the attention of his/her supervisor any unsafe working conditions. The Employer will investigate and if warranted, promptly take appropriate action to correct the unsafe condition. If corrective measures are not taken within a reasonable amount of time the Union may elect to accompany the Employer in a further investigation and recommend appropriate action.

12.2 **FIRST AID**: Where full health facilities are not available on the premise, the Employer agrees to provide first aid kits(s) and designate a position in each office to maintain the kit(s).

### **12.3 AUTOMOBILES:**

- A. An employee will not be required to operate a Government motor vehicle known to be unsafe as determined by the Employer.
- B. The Employer will authorize the ordering of the following safety equipment for each GSA vehicle:
  - (1) First aid kit and flashlight.
  - (2) Chains or approved traction devices.
  - (3) De-icer and/or scraper.
  - (4) Blankets and flares.

In addition, if individual employees, based upon their travel patterns, feel other devices or items are necessary they may request such items through normal supply channels.

12.4 INJURY REPORTING: All on-the-job injuries, whether or not such injuries at the time are considered to be disabling, will be reported immediately to the supervisor and Human Resources.

12.5 PERSONAL SAFETY: An employee may decline to perform his or her assigned task because of a reasonable belief that, under the circumstances, the task poses an imminent risk of bodily harm or a life-threatening situation coupled with a reasonable belief that there is insufficient time to obtain guidance. The employee will promptly bring to the attention of his/her supervisor any unsafe working condition. The Employer will investigate, and if warranted, promptly take action to correct the unsafe condition.

Employees have the primary responsibility for their personal safety. The Employer agrees it will not assign and employees may decline to work where there is imminent risk of serious injury or a life-threatening situation.

12.6 WELLNESS PROGRAM: The Employer and the Union are committed to fostering both a physically and mentally healthy workplace by offering support and services to assist employees to enhance their overall well-being both at work and away from the office through preventative measures that encourage healthy lifestyles and supportive assistance in times of need. Toward these ends the agency will support the development of a wellness program. The wellness program will encourage employees to participate in active life-style activities to maintain mental and physical well-being, enhance employee's ability to lead a satisfying and productive life both on and off the job, and reduce Agency costs by increasing productivity and reducing illness and injuries. Education, prevention, and personal fitness programs will be incorporated in the wellness program to meet these objectives.

- A. Education Initiatives: The objective is to make employees aware of available information and opportunities to develop and pursue healthy lifestyles that could improve their own "wellness". Initiatives may include information sessions or dissemination through employee newsletters on subject such as nutrition, weight control, eye care, smoking cessation, dealing with stress, etc. This will include dissemination of information about USDA's Office of Human Resources Management Work/life and wellness programs. (<https://www.dm.usda.gov/employ/worklife/worklife/index.htm>)
- B. Health Screening and Evaluation Initiatives: The objective is to reduce the potential risk of illness and support employee efforts to develop their own baseline indicators of health and track their improvements as they implement a personal fitness program. These initiatives offer participatory activities such as health risk appraisals, health screening, flu vaccinations, blood testing, and interpretation of results. The committee shall seek no cost resources to provide employees.
- C. Personal Fitness Initiatives: The objective is to support employee's individual efforts to improve their fitness as appropriate (i.e. weight loss, flexibility, muscle tone, aerobic capacity, stress reduction, etc.) It is recommended that all participants seek the advice of their health care provider prior to commencing a personal fitness routine.

WORK AND LEAVE FLEXIBILITIES: Participation in wellness program activities is voluntary and activities associated with the employee's Personal Fitness Program will be undertaken on the employee's own time. Annual Leave may be granted for wellness activities in accordance with Article 10 – Leave. Scheduling time for participation in wellness program activities will be coordinated between the employee and the supervisor. Management agrees that employees may be granted an excused absence for a reasonable period of time to participate in programs and functions sponsored by the Agency, or a USDA Agency/Staff Office if participation is in the interest of the Federal government. Under certain circumstances, an employee may be excused when the function is sponsored by another Federal Government Agency/Staff Office such as OPM, etc. These situations should be determined on a case-by-case basis and approved in advance.

WELLNESS COMMITTEE: The wellness committee will be composed volunteers from all RD Offices around the state, and will include one union representative. The committee will meet at least twice per year to coordinate the program and provide support and direction for wellness activities.

AUTHORITY: Title 5, United States Code, section 7901 (5 U.S.C. 7901) and Departmental Regulation 4060-630-002 section 17. **OFFICIALLY SPONSORED FUNCTIONS AND PROGRAMS**

## **ARTICLE 13 – POSITION DESCRIPTIONS AND CLASSIFICATIONS**

13.1 GENERAL: The Employer agrees to maintain job descriptions, which accurately reflect the major duties and responsibilities, assigned to bargaining unit members. Employees and supervisors should periodically review the position description to assure that accuracy is maintained. The Employer will provide a copy of the job description (hard copy or electronic) to the employee.

13.2 INACCURACIES: If an employee believes that his/her position description is inaccurate, he/she should advise the supervisor of the concern and provide the supervisor with sufficient information in writing to allow the supervisor to look into the matter. The matter will be elevated to Human Resources who will provide a response to the employee.

13.3 DISPUTES: If an employee believes that his/her position is incorrectly classified as to series and/or grade and the State Office disagrees, he/she have three options to pursue a classification appeal with:

- A. Rural Development Assistant Administrator for Human Resources; or,
- B. USDA Office of Human Resources Management; or,
- C. U.S. Office of Personnel Management (OPM).

## **ARTICLE 14 – MERIT PROMOTION**

14.1 PROCEDURES: All actions under Merit Promotion will be taken in accordance regulations of the Department, Agency, including RD Instruction 2045-C as amended and this agreement.

14.2 VACANCIES: All vacancies in the bargaining unit which are to be filled competitively under the Merit Promotion Plan will be announced through USA Jobs.

14.3 NON-COMPETITIVE APPOINTMENTS: The Agency also has the right to fill a position through reassignment, transfer, or any other exception to the Merit Promotion Plan.

14.4 AREAS OF CONSIDERATION: For any action under the Merit Promotion Plan involving a position within the bargaining unit, the minimum area of consideration will be defined as state-wide. A wider area of consideration may be established if it is anticipated that sufficient (i.e., at least three (3) highly qualified candidates) will not be available state-wide.

14.5 RE-ADVERTISEMENTS: The Agency has the sole discretion deciding whether to re-advertise any vacancy for which a selection has not been made.

## **ARTICLE 15 – TRAINING AND CAREER DEVELOPMENT**

15.1 POLICY: The parties agree that the primary function of training is to assure the optimum use of human resources in attaining organizational needs. Determination of training needs is the responsibility of the Agency. The Agency should provide training necessary for the performance of employees' assigned duties, and, where appropriate, for improvement of organization and individual performance.

Within budget allocations, and with supervisor's approval, the Employer shall provide employees with training opportunities including formal courses, on the job training and self-development courses which are job related and to the benefit of the Agency. The Employer shall determine training needs and shall establish priorities based on the needs of the Agency. Employees are encouraged to explore self-development training on their own initiative.

15.2 INDIVIDUAL DEVELOPMENT PLANS: Individual Development Plans (IDPs) are a developmental partnership between the employee and supervisor. IDPs are living documents. Bargaining unit employees should be pro-active in formulating, maintaining and updating their own IDPs year-round and not only at the time of their annual evaluations. The Employer may deny training-related requests that are not mentioned in the employee's IDP. Other reasons for denial are scheduling conflicts, training not related to job, budget reasons, etc.

## **ARTICLE 16 – PERFORMANCE MANAGEMENT**

16.1 OVERVIEW: USDA Rural Development and bargaining unit employees will strive for continuous improvement in performance to fulfill the Agency's commitment to providing quality customer service. Accomplishment of the mission is intended to be achieved within an environment that both recognizes employee contributions and promotes teamwork. Improvement in Agency performance will be sought by analyzing work processes and correcting systemic problems and/or revising processes, as appropriate.

16.2 SYSTEM: The Employer agrees to administer the Performance Management Policy in accordance with RD Instruction 2060-A, Rural Development Performance Appraisal as amended and this Agreement.

## **ARTICLE 17 – EMPLOYEE RECOGNITION**

17.1 GENERAL: The Employer agrees to administer Employee Recognition in accordance with applicable laws, rules, regulations, policies, procedures, and practices as amended.

All employees are encouraged to submit recommendations for awards to individuals when they believe a contribution to be significant. An employee may nominate another employee for a cash award, time off, or non-monetary award. All nominations must be sent to the first line supervisor. Original nomination forms are to be sent to Human Resources upon approval, for processing and/or filing. Management approves all cash award nominations in accordance with agency policy.

Supervisors are responsible for ensuring that dual recognition for the same accomplishment does not occur; however, the combination of two awards (e.g., a plaque may be given in conjunction with a cash award) cannot exceed the total value of the approved award.

## **ARTICLE 18 – DISCIPLINARY AND ADVERSE ACTIONS**

18.1 CAUSE: Disciplinary and adverse actions against all employees must be for just cause, fair, equitable, and consistent with applicable laws and regulations. Disciplinary action for the purpose of this article is defined as a letter of reprimand, or a suspension from employment for fourteen (14) days or less. An adverse action for the purpose of this article is defined as a reduction in grade, removal, or suspension for more than fourteen (14) days or a furlough without pay for thirty (30) days or less.

The parties agree the concept of progressive discipline envisions the use of discipline and adverse action as a method of correcting employee conduct rather than as punishment. The effective use of progressive discipline requires timely application of sanctions to deal with the problem; however, the parties also recognize circumstances may arise where the concept of progressive discipline may not be appropriate (i.e. immediate removal for proven cases of violence, major theft, etc.) or where the timely application of discipline or adverse action may not be possible (such as when an investigation or criminal proceeding must first be completed). In all cases, the employer will afford the employee all procedural and other rights to which the employee is entitled.

18.2 PROCEDURE: Disciplinary and adverse actions will be taken and processed in accordance with applicable laws, rules, and regulations, as amended and this agreement.

18.3 PRELIMINARY INVESTIGATION: Whenever the Employer begins an investigation into an employee's conduct with the intent to prove or disprove actions by the employee which the Employer reasonably believes might result in disciplinary or adverse action against the employee, the Employer will inform the employee that the inquiry is occurring and that he/she



has a right to union representation in any discussion with the Employer's representative concerning the inquiry.

18.4 REPRESENTATION: A bargaining unit employee receiving a notice of proposed disciplinary or adverse action is entitled to self-representation, to union representation, or to other appropriate representation. When the employee chooses to be represented by the union, the representative will be entitled to advance notice and to be present at any meeting between the employee and employer to discuss the disciplinary or adverse action taken against the employee.

When the Employer proposes a disciplinary action (suspension of 14 days or less), the following procedures will apply: The Employer will provide the employee with at least 10 days advance written notice of a disciplinary (suspension of 14 days or less) action. The notice will state the reasons for the proposed disciplinary action, with sufficient detail to enable the employee to understand the reasons for the action. The employee may respond orally and/or in writing within 10 days from receipt of the notice (proposal letter), and may furnish affidavits and other documentary evidence in support of their response. The employee will be granted a reasonable period of official time to prepare any reply. Should the employee require additional time to respond to the notice (proposal letter), the employee must request an extension from the deciding official in writing prior to the expiration of the ten (10) day response time. The employee may be granted an extension of the reply period, at the discretion of the deciding official, provided that the employee provides valid reasons requiring such an extension. After receipt of the written and/or presentation of the oral response, or the termination of the response period, whichever comes first, the Employer will issue a timely written decision to the employee, which shall include a statement of the employee's grievance rights.

When the Employer proposes an adverse action, the following procedures will apply: The Employer will provide the employee with at least 30 days advance written notice of an adverse action. The notice will state the reasons for the proposed adverse action, with sufficient detail to enable the employee to understand the reasons for the action. The employee may respond orally and/or in writing within 15 days from receipt of the notice (proposal letter), and may furnish affidavits and other documentary evidence in support of their response. The employee will be granted a reasonable period of official time to prepare any reply. Should the employee require additional time to respond to the notice (proposal letter), the employee must request an extension in writing prior to the expiration of the 15 day response time. The employee may be granted an extension of the reply period, at the discretion of the deciding official, provided that the employee provides valid reasons requiring such an extension. After receipt of the written and/or presentation of the oral response, or the termination of the response period, whichever comes first, the Employer will issue a timely written decision to the employee, which shall include a statement of the employee's appeal rights.

18.5 ADVICE OF RIGHT TO REPRESENTATION: The proposed disciplinary or adverse action letter will advise the employee of his/her right of representation by the Union.

18.6 EVIDENCE DISCLOSURE: Only the evidence relied upon in proposing a disciplinary or adverse action will be provided to the employee or their representative upon request to the assigned Human Resources Manager/Specialist.

## **ARTICLE 19 – ALTERNATIVE DISPUTE RESOLUTION**

19.1 **PURPOSE**: Alternative Dispute Resolution (ADR) is to promote principles and practices that will contribute to an improved working relationship. This process will demonstrate a commitment to a positive approach and joint ownership of concerns and solutions. It is intended to resolve disputes quickly and informally.

19.2 **ALTERNATIVE DISPUTE RESOLUTION (ADR) OVERVIEW**: ADR consists of a variety of approaches to early intervention on and dispute resolution often involving the use of a neutral, third party. ADR is voluntary.

Mediation involves the intervention into a dispute or negotiation by an impartial and neutral third party, who has no decision-making authority. Disputing parties must interact with each other in order for mediation to be successful. Mediation will be scheduled in a neutral location away from the employee's immediate work site

ADR in Rural Development is open to all employees and will not impact on the existing formal means they already have to resolve issues, such as negotiated or administrative grievances, appeals or EEO complaints. The ADR program will provide employees with additional means to resolve workplace concerns or differences.

Since ADR participation is strictly voluntary, an employee may terminate the procedure at any time.

### 19.3 **POLICY**:

- A. Bargaining unit employees/Union may opt to use the ADR process for employee grievances at any stage of the grievance process prior to arbitration. The Union/Employer may opt to use the ADR process after the decision is issued for Union/Employer grievances or if no decision is issued. The ADR program may only be utilized once per bargaining unit employee grievance.
- B. This process does not take away statutory rights.
- C. ADR is voluntary and participation is open to all aggrieved parties (employees, Union, and Employer), who agree in writing to participate.
- D. ADR is confidential. The parties will be advised that the contents of the mediation discussion are confidential. All notes will be destroyed at the close of mediation. Each party will have a copy of the ADR Agreement. The original agreement will be maintained in the Human Resources Office.
- E. All agreements signed by parties are binding.
- F. Any issue may be considered for mediation.

19.4 PROCEDURES: Once the aggrieved employee determines he/she wants to use the ADR process he/she will contact the Administrative Programs Director/Human Resources Manager and/or the Union Official. Designated agency ADR program officials or Union official will inform the other party of an employees' desire to utilize the ADR process. Within a mutually agreed upon time frame, the same designated agency ADR program officials will set up the initial mediation session using available resources such as the Federal Mediation and Conciliation Service. If needed, a second mediation session will be scheduled. If the issue is resolved, a copy of the agreement will be forwarded to the Human Resources Manager and the process will stop. If the issue is not resolved, the grievance process may be utilized.

19.5 PAYMENT: If funding cannot be obtained by the National Office the cost of mediation will be split between the Union and Management, if funds are available.

## **ARTICLE 20 – GRIEVANCE PROCEDURES**

20.1 COMMON GOAL: The purpose of this article is to establish a procedure for the prompt and equitable settlement of grievances. The Employer and the Union recognize the importance of settling grievances promptly, fairly, and in an orderly manner that will maintain the self-respect of the Employee and be consistent with the principles of good management. The Employer and the Union agree that every effort will be made to settle grievances at the lowest possible level. It is the intent of the Employer and the Union to have open discussions surrounding issues that may have led to the grievance, to give such matters serious attention, and to cooperate in the resolution of the same in the spirit of mutual problem solving.

20.2 LIMITATIONS: A grievance means any complaint by (a) any employee concerning any matter relating to the employment of the employee; (b) the Union concerning any matter relating to the employment of any employee; or (c) any employee, the Union or the Employer concerning the effect or interpretation or a claim of breach of the collective bargaining agreement, or any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment. This procedure shall be the exclusive procedure for resolving complaints except for the following matters, which are specifically excluded from the procedure:

- (a) A violation relating to political activities;
- (b) Retirement, life insurance, or health insurance;
- (c) A suspension or removal for national security reasons;
- (d) Any examination, certification or appointment;
- (e) The classification of any position which does not result in the reduction-in-grade or pay of an employee;
- (f) Non-selection for promotion from a group of properly ranked and certified candidates, unless the complaint alleges pre-selection or that a pattern of discrimination exists;

- (g) An action terminating a temporary position;
- (h) The discharge of a probationary or temporary employee;
- (i) Reduction in force for competitive employees.

Nothing in this section shall prevent employees from exercising the option of appealing adverse actions to the Merit Systems Protection Board (MSPB) provided that the employee has not initiated a grievance in writing on the matter.

20.3 REPRESENTATION: Employee(s) utilizing the negotiated grievance procedure will have the right to be accompanied, represented and/or advised by the Union. In addition, an employee and or group of employees have the right to present or process a grievance under this procedure on their own behalf. In such cases, the Union will be afforded the opportunity to be present, on official time during any and all formal discussions/meetings, between the Employer and the grievant(s) relating to the grievance filed.

20.4 TIME LIMITS: If the employee(s), the Union or the Employer fails to elevate a grievance within the time limits prescribed within this procedure, the grievance will be considered terminated. Time limits may be extended by mutual agreement in writing, provided a request for extension is presented prior to the end of the prescribed time limit.

20.5 PROCESS: The following procedures are established for the resolution of grievances:

#### A - EMPLOYEE GRIEVANCES

If the employee requests representation from the Union, NFFE Form 201 (NFFE Local Complaint Form) will be completed and submitted to the Union Official. NFFE Form 201 is located on the Washington State SharePoint site.

##### STEP 1:

Employee(s) who believe they have a grievance or when they become aware of the grievance will present it in writing to his/her immediate supervisor within 15 days after receipt of the notice of action, occurrence of the incident or knowledge of the incident (whichever occurs first).

At a minimum, the grievance will contain:

- a. The grievant(s) name, duty station, and telephone number;
- b. The specific nature of the grievance, including the identification of any provisions of the Labor-Management Agreement alleged to have been violated, if known, the provisions of any law, rule, and/or regulation affecting conditions of employment alleged to be violated;
- c. The remedial action desired.

The supervisor may choose to meet with the employee, and the Union Official, if requested. Whether or not a meeting occurs, the supervisor will provide the employee with a written reply within 10 days of receipt of the grievance and requested relief. If the supervisor does not have the authority to provide the requested relief, the supervisor will so inform the grievant in the written reply.

**STEP 2:**

If the grievant is not satisfied with the response from the supervisor, she/he may submit the grievance to the Second Level Supervisor within 10 days of the response. If the Second Level Supervisor is the State Director proceed to Step 3. The submission to the Second Level Supervisor must also be in writing and cite any remaining requested relief. The Second Level Supervisor may choose to meet with the employee and the Union official and, will issue a written decision within 10 days of receipt of the matter.

**STEP 3:**

When a grievance reaches Step 3, it will be considered formal. The State Director or his/her designee receives all formal grievances in writing. The grievance must be presented by the employee and/or designated representative to the State Director or his/her designee within 10 days after the decision rendered at the Step Two. Upon request of the Union, the State Director or his designee shall meet with the employee and/or the representative within 10 days of receipt of the grievance. If no meeting is held, a final decision will be issued in writing within 10 days of receipt of the grievance. If a meeting is held, final decision will be issued within 10 days of the meeting.

**STEP 4:**

If the grievant is not satisfied with the decision or if the State Director or his/her designee issues no decision, the Union may invoke arbitration.

**PROCEDURAL EXCEPTION:**

A Step 1 Grievance must be filed prior to filing a Step 3 Grievance, except for grievances regarding actions under 5 USC 7512 (Adverse Actions) or 5 USC 4303 (Unacceptable Performance), which are grieved directly at the Step 3 level (State Director or designee).

**B - EMPLOYER AND UNION GRIEVANCES**

When the Employer or the Union decides to file a grievance, they will do so by filing the grievance in writing directly with the other party for resolution within 15 days after receipt of notice of the action, occurrence of the incident or knowledge of the incident (whichever occurs first). The submission of Union grievances will be through the Union President. At a minimum, the grievance will indicate the specific nature of the grievance and the remedy desired and, where appropriate, the article(s) and section(s) of the agreement involved and any law, rule, or regulation violated. The parties shall meet within 10 days of receipt of the grievance in an attempt to resolve the grievance. If the matter is not resolved at this meeting, a written decision will be issued within 10 days of the close of the meeting. If the aggrieved party is dissatisfied with the reply, the aggrieved party may submit the grievance to arbitration.

C - OBSERVANCE OF DEADLINES: Management, the Union, and the grievant will observe the time limits established in this article. Failure of Management to meet the appropriate deadline will enable the grievant, or Union, to automatically proceed to the next step. Failure by the grievant, or Union, to meet the appropriate deadline will terminate the grievance.

Time limits in this article may be extended by mutual agreement in writing of the parties.

## **ARTICLE 21 – ARBITRATION**

21.1 RIGHT TO ARBITRATION: If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the Union, either as a grievant or as a representative of the employee grievant(s), or the Employer, may refer the issue to arbitration. The notice referring an issue to arbitration must be in writing, signed by the Union President, or the Employer, as appropriate, and submitted within 30 days following receipt of the decision by the aggrieved party.

21.2 SCOPE: The parties agree that the issue(s) to be arbitrated shall be no broader in scope than the issue(s) presented during the grievance procedure.

21.3 SELECTING AN ARBITRATOR: The party invoking arbitration will, within 7 days of the request for arbitration, request the Federal Mediation and Conciliation Service (FMCS) to furnish the Parties a list of 5 impartial persons qualified to act as arbitrators who live in the State of Washington. The Party invoking arbitration will pay for the list of arbitrators. The Party requesting arbitration will contact the charged Party within 10 days after the receipt of the list for the purpose of selecting an arbitrator.

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 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 the first strike. If the date of the transmittal letter is an even number, the Agency will make the first strike.

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.

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.

21.4 FEES AND EXPENSES: The fees and expenses of the arbitrator and other necessary expenses shall be borne by the losing party unless the arbitrator fails to provide a decision which clearly favors one party over the other. In this situation, the arbitrator will be asked to prorate the costs between the two parties. If either party desires its own copy of a transcript of an arbitration hearing, the party is solely responsible for paying for its own copy of the transcript.

21.5 PROCEDURE: Both parties must mutually agree to any procedure other than a full arbitration hearing.

The arbitration hearing shall be held at the facility normally during the regular day shift hours of the basic workweek. Management and the Union agree that only those parties necessary and relevant to the hearing will participate in the hearing, including witnesses. The arbitrator has the final authority to determine witnesses. Employees of the facility and otherwise in a duty status shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to annual leave.

The arbitrator will be requested to render his/her decision as quickly as possible, but in any event, not later than 30 days after the conclusion of the hearing unless the parties otherwise agree.

The arbitrator's award will be binding on both parties, except either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the Authority.

## **ARTICLE 22 – COMPETITIVE SOURCING**

22.1 GENERAL: The Employer agrees to comply with all provisions of OMB Circular A-76, and other applicable laws, rules, regulations, policies, procedures, and practices as amended.

In accordance with applicable confidentiality and employee participation restrictions contained in OMB Circular A-76, the Union will be given the opportunity to appoint a representative on all committees and at all meetings involved in the conduct of any portion of the OMB Circular A-76 process.

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

- a) Solicitations;
- b) Contract specifications;
- c) List of bidders (name only, post award);
- d) The most highly qualified technically acceptable proposal and amount, post award.

## **ARTICLE 23 – REDUCTION-IN-FORCE**

Office of Personnel Management (OPM), Department and Agency regulations covering Reduction-In-Force (RIF) procedures for employees in the bargaining unit, will be utilized by Employer and the Union in carrying out their labor-management responsibilities throughout the RIF process.

Prior to the implementation of any decision concerning a RIF, the Employer will notify the Union of the impending RIF action, providing time for the Union to review the Employer's proposal, and time to make a written response.

23.1 PURPOSE: This article is intended to establish and describe procedures the employer will take in the event of a reduction-in-force, reorganization, or a transfer of function, as defined in this document. It is also intended to protect the interests of employees while allowing the employer to exercise its rights and duties in carrying out the mission of the Agency.

23.2 RIF PROCESS:

- a. During the RIF process, the Employer will review all of the following for the purpose of minimizing downgrades and loss of employment.
  - 1) Retirement of any employee.
  - 2) Resignation, transfers, or other loss of employees.
  - 3) Declination of job offers by employees.
  - 4) Any other event which creates a vacant position at or below the current grade of an adversely affected employee for which he/she may qualify.
- b. When a vacancy exists for which an employee, subject to displacement, could be assigned, but for which he/she does not meet specialized requirements, the Agency may waive all OPM requirements except positive education, (known as In-Service Placement), in accordance with applicable Agency instructions.
- c. Adversely-affected employees may be offered vacant positions outside their competitive area after placement consideration within their own competitive area has been completed.
- d. Career and career-conditional employees who are demoted because of RIF action, will be granted priority consideration for repromotion when vacancies occur in competitive service positions at their former grade-level and for which they are qualified. The right to priority consideration terminates after the employee has received one offer of a position in their competitive area.
- e. The Employer will exhaust all possibilities of filling vacant positions from within the State.
- f. All reduction-in-force actions will be carried out in strict compliance with laws and regulations, and relevant programs such as Career Transition Assistance Program (CTAP) and Interagency Career Transition Assistance Program (ICTAP).



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
RURAL DEVELOPMENT WASHINGTON STATE  
AND  
NATIONAL FEDERATION OF FEDERAL EMPLOYEES LOCAL 758**

The parties of this memorandum, the National Federation of Federal Employees Local 758, hereinafter referred to as NFFE, and Rural Development Washington State, hereinafter referred to as Agency, enter into this agreement for the purpose of establishing a mutually beneficial dues withholding agreement for dues to be withheld for Union members and remitted to the National Office of the National Federation of Federal Employees.

1. This Memorandum of Understanding is governed by 5 USC 7115, by regulations issued by the Office of Personnel Management (5 CFR 550.301, 550.311, 550.312, 550.321 and 550.322), and will be modified as necessary by any future amendments to said rules, regulations and law.
2. Any employee of the Agency who is included in a NFFE bargaining unit may make a voluntary allotment for the payment of the dues to NFFE. This memorandum of understanding shall be made part of every current and future NFFE Local 758 agreement and shall be the only authorized method for obtaining dues withholding.
3. The employee shall obtain SF-1187, “Request for Payroll Deductions for Labor Organization Dues”, and shall file the completed SF-1187 with the designated NFFE representative. The employee shall be instructed by NFFE to complete the top portion and Part B of the form. No number shall appear in block 2 of the form. The NFFE Local 758 President or other authorized official of NFFE will certify on each SF-1187 that the employee is a member in good standing of NFFE; insert the amount to be withheld, and the Local number; and submit the completed SF-1187 to the Servicing Human Resources Office of the Agency. The Servicing Human Resources Manager/Specialist shall certify the employee’s eligibility for dues withholding, insert the NFFE code (01) and, within seven (7) days after receipt, process the payroll transaction in EmpowHR (or current system) with an effective date as the beginning of the first full pay period after receipt.
4. The Servicing HR Office will forward a copy of the SF-1187 to the NFFE National Treasurer at the current address.

5. Deductions will be made each pay period by the NFC and remittances will be made promptly each pay period to the National Office of the NFFE. The NFC shall forward to NFFE, a listing of dues withheld. The listing shall show the name of each member employee from whose pay dues was withheld, the amount withheld, the code of the employing agency, and the number of the Local to which each employee belongs. Each list will also include the name of each employee member for that Local who previously made an allotment for whom no deduction was made that pay period, whether due to leave without pay or other cause. Such employees shall be designated with an appropriate explanatory term.

6. The amount of dues certified on the SF-1187 by the authorized Union official (see Section 4) shall be the amount of regular dues, exclusive of initiation fees, assessment, back dues, fines, and similar charges and fees. One standard amount for all employees or different amounts of dues for different employees may be specified. If there should be a change in the dues structure or amount, the authorized Union official shall notify the appropriate Servicing Human Resources Office. If the change is the same for all members of the Local, a blanket authorization may be used which includes only the Local number, and the new amount of dues to be withheld. If the change involves a varying dues structure, the notification must include the Local number, the name of each member, and the new amount of dues to be withheld for each member. The Servicing Human Resources Office shall add the NFFE code (01) and promptly process the payroll action in EmpowHR (or current system). The change shall be effected at the beginning of the first full pay period after the certification is received by the Servicing Human Resources Office. Only one such change may be made in any six month period for a given Local.

7. An employee may voluntarily revoke an allotment for the payment of dues by completing SF-1188, "Cancellation of Payroll Deductions for Labor Organization Dues", or by memorandum in duplicate and submitting it to the appropriate Servicing HR Office. The Servicing Human Resources Office shall process the payroll action in EmpowHR (or current system). Servicing Human Resources Office shall forward to the NFFE National Office a copy of each revocation received as appropriate notification of the revocation.

- a. First Year Members: An SF-1188 may be filed by an employee with the Servicing Human Resources Office during the thirty (30) days period beginning forty-five (45) days prior to the anniversary date of his/her first dues withholding and ending fifteen (15) days prior to the anniversary date. Alternatively, a written request for revocation of an allotment, which is otherwise in order and signed by the employee, will also be accepted and acted upon by the Servicing Human Resources Office. It is the employee's responsibility to ensure timely filing of the revocation forms. NFC shall discontinue withholding the dues from the employee's pay effective on the employee's anniversary date.

- b. All Other Members: An employee who has been on payroll deduction of union dues for more than a year may voluntarily revoke an allotment for the payment of dues by completing SF-1188, or by submitting a written request to the servicing Human Resources Office for revocation of an allotment, which is otherwise in order and signed by the employee. The Servicing Human Resources Office shall process the revocation, with the change to become effective at the beginning of the first full pay period after September 1 of each year provided that the revocation was received by the servicing Human Resources Office on or before August 1 of that same year. It is the employee's responsibility to ensure timely filing of the revocation forms.

8. The Agency will terminate an allotment:

- (a) at the beginning of the first full pay period following receipt of notice that the exclusive recognition has been withdrawn;
- (b) at the end of the pay period during which an employee member is separated or assigned to a position not included in the NFFE Local 758 bargaining unit;
- (c) at the end of the pay period during which the Servicing Human Resources Office receives a notice from the NFFE Local 758 or authorized official of NFFE that an employee has ceased to be a member in good standing;
- (d) in accordance with Section 8 of this MOU.

9. The Servicing Human Resources Office and the employee members have a mutual responsibility to assure timely revocation of an employee's allotment for dues when the employee is promoted or assigned to a position not included in a bargaining unit represented by NFFE Local 758.

10. The parties to this agreement recognize that problems may occur in the administration of this agreement and the dues withholding program. The parties agree to exchange names, addresses and telephone number of responsible officials and/or technicians of NFFE and Agency to facilitate resolution of problems. These individuals shall cooperate fully in an effort to resolve any issue relating to dues withholding under the terms of this Memorandum of Understanding.

11. This Memorandum of Understanding shall remain in effect for as long as NFFE Local 758 holds exclusive recognition in Rural Development Washington State, except that either party may propose amendments annually, before the anniversary date of the signing of this agreement.

12. This MOU becomes effective on the Agency Head Review approval date or on the date on which the thirty (30) day time limit for Agency Head Review expires, whichever is earlier.

**THE FEDERAL SERVICE LABOR-MANAGEMENT RELATIONS STATUTE**

5 U.S.C. Chapter 71

<http://uscode.house.gov/view.xhtml?path=/prelim@title5/part3/subpartF/chapter71&edition=prelim>