

TELEWORK
MEMORANDUM OF AGREEMENT (MOA)
BETWEEN THE
RURAL DEVELOPMENT (RD)-ST. LOUIS (STL)
CENTRALIZED SERVICING CENTER
(AGENCY / MANAGEMENT)
AND THE
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCAL 3354 (UNION/ LABOR)
FEBRUARY 1, 2015

PREAMBLE:

This Memorandum of Agreement (MOA) supplements the Labor -Management Relations Collective Bargaining Agreement (Contract) between the Union and the Agency, so that this MOA, the Contract, and applicable Laws, Rules, Regulations, Policies, and Procedures, as amended cover all aspects of the CSC Telework Program, by providing:

- (1) Procedures Management shall observe in exercising rights recognized by §7106 of the Federal Service Labor-Management Relations Statute (Statute); and
- (2) Appropriate arrangements for employees affected by any exercise of such rights.

SECTION I - THIS MOA, PRIOR AGREEMENTS, AND AGENCY DIRECTIVES

- (A) This MOA replaces all previous Telework Agreements in their entirety.
- (B) Teleworking in the CSC shall be governed by this MOA and Departmental Regulation (DR) 4080-811-002, "*USDA Telework Program.*" In the event the Department of Agriculture issues any new or revised DR to govern Teleworking in the future, that DR shall be the guiding DR adopted by this MOA and / or any successor ten (10) workdays after written notice to the Union.

(C) In the event of any conflict between this MOA and the DR, the terms of this MOA shall govern those of a DR.

SECTION II - SHARED UNDERSTANDINGS

(A) The CSC Telework Program begins with the premise that all positions are presumed suitable for Telework, unless the Agency determines the position unsuitable for Telework. Such determinations must be supportable by written justification, and must:

(1) Require that, on a daily basis, an employee be physically present at the office worksite; and

(2) The assigned work cannot be performed remotely or from an alternative worksite.

(B) Employees may request to Telework on a Core (Regular/ Recurring) or Situational (Ad Hoc / Episodic) basis. On a Case-By-Case basis, the employee and the Supervisor may mutually agree to change the established schedule of the employee to meet Ad Hoc or Episodic requests.

(C) Time spent in a Telework status include overtime and credit hours, and all time and requests must be accounted for and reported in the same manner as if the employee reported for duty at the official duty station.

(D) Within CSC, Teleworking will be offered to all eligible positions in which all, or substantially all, critical element duties are portable. Work that cannot be performed outside CSC without transporting or printing paperwork containing Personally Identifiable Information (PII) and / or Sensitive Security Information (SSI) will not be performed by Teleworking.

(E) CSC Management has the right under §7106(a) of the Statute to exercise its best judgment) taking into account business and mission-related considerations, as to:

(1) How volunteering employees shall be trained, and the standards and criteria by which it decides whether or not a volunteering/Teleworking employee has been trained adequately;

(2) The information it will collect for the purpose of evaluating the security, efficiency, productivity, etc., of Teleworking, and the means by which it will collect such information;

(3) The standards and criteria by which it will decide whether a satisfactory practice of Teleworking in any function or position has been achieved;

(4) The changes, adjustments, etc., it thinks must be made in order to achieve a satisfactory practice of Teleworking in any function or position; and

SECTION III - ELIGIBILITY TO TELEWORK

In order to participate in the CSC Telework Program, employees must satisfy the all of the requirements established by applicable Laws, Rules, Regulations, Policies, and Procedures, as amended, and:

- (A) Must have mandatory hard wire high speed internet connection for use at their alternate worksite; and
- (B) Must have an appropriate specific work location in the home worksite which is safe, comfortable, and free from distractions; and
- (C) Must be flexible in accepting changes or adjustments as a result of being in an experimental environment; and
- (D) Must agree to participate in surveys and data calls relative to Teleworking, as requested; and
- (E) Must not be under an Opportunity to Improve Notice; and
- (F) Must not have received an Absent Without Official Leave (AWOL) Charge exceeding eight (8) hours within the last twelve (12) months. If an employee has received an AWOL charge exceeding eight (8) hours, he / she shall not participate in the Telework Program for twelve (12) months from the date the employee receives his/ her ninth (9th) hour of AWOL. If the employee receives an AWOL Charge of four (4) hours or more at any time during the employee's twelve (12) month preclusion period, the employee shall not participate in the Telework Program for an additional twelve (12) months from the date he / she receives the AWOL Charge.
- (G) Must comply with the criteria set forth in the attached current "*Eligibility and Official Notification for participation in USDA 's Telework Program*" template or its successor(s).

New employees may not Telework until they have completed all of the Agency established training for their respective positions, or until the Supervisor is confident the employee has sufficient skills to independently work from an alternate site.

SECTION IV - PROCEDURES FOR MANAGEMENT TO SOLICIT AND APPROVE APPLICANTS TO TELEWORK

(A) Whenever Applicants elect to Telework, the Agency shall:

- (1) Extend the solicitation to all the employees in the group to which the Agency decided to expand the practice of Teleworking by announcing:
 - (a) The function and group of employees affected, and
 - (b) The documents that employees must submit in order to apply properly, and
 - (c) Any necessary instructions for completing and submitting application documents, and

- (d) The deadline for submitting applications, and
 - (e) Any additional steps that may be necessary for employees to complete their applications.
- (2) Give equitable consideration to all the employees who apply to Telework;
 - (3) Release laptops to employees in the order of which it has been advised by the Union following whatever allocation system the Union has chosen.
 - (4) If there are conflicting Telework schedule requests, the Agency shall grant employee requests by seniority, with the most senior employees receiving schedule approvals before other employees. The Agency shall use the employee's Retirement Service Computation Date to rank employees by seniority.
- (B) In certain temporary situations, such as when an employee is recovering from an injury or illness, and where the medical condition does not preclude the employee from Teleworking, the Agency may permit the employee to Telework provided the employee submits a Medical Certificate from his / her Health Care Provider. The Medical Certificate shall be written on the Official Letterhead of the Health Care Provider, and shall contain, but is not limited to, the following information:
- (1) The reason for the incapacitation (diagnosis / prognosis) of the illness / injury; and
 - (2) The expected duration of the absence; and
 - (3) A statement regarding the amount of time in each day the employee may Telework; and
 - (4) The Name, Address, Telephone Number, and Original Signature of the Health care Provider.
- (C) Nothing in this MOA shall diminish any statutory right of an employee to Telework.

SECTION V - THE CONDITIONS OF TELEWORKING

- (A) Exercising its best judgment taking into account CSC's business/mission-related priorities and other similar considerations, and in compliance with this MOA, the Contract, and all applicable Laws, Rules, Regulations, Policies, and Procedures, as amended, the Agency will provide government-owned laptops and supplies for Teleworking employees to use when Teleworking. The Agency retains ownership and control of all such property. Teleworking employees will be responsible for transporting such property between their Official Duty Stations (ODSs) and their Telework locations, and for complying with all requirements for checking such property in and out of the CSC.
- (B) The supplies provided by CSC will be those basic expendable office supplies routinely used in the CSC workplace.

(C) Limit on right of individual employees to Telework. Employees chosen to Telework have the right to apply to Telework up to:

(1) Four (4) Days / PP for the first ninety (90) days of their participation; and then

(2) No less than two (2) days with no more than six (6) days / PP based on business needs.

At the employee's request, the Branch Director may review any denials of Telework days, if the Agency based its denials on business needs. If the Branch Director is the employee's first-line supervisor, the Deputy Administrator of the CSC shall be the deciding official.

(D) With the advance approval of their supervisors:

(1) Employees may Telework any day(s) between Monday and Friday inclusive; and

(2) When their normally scheduled Telework day falls on a holiday, employees may request an Ad Hoc Telework day, in lieu of their regularly scheduled Telework day in order to Telework on a different day within the same PP.

(E) The CSC has the right to direct that any Teleworking employee report to his/ her ODS on his/ her scheduled Teleworking day in order to meet operational needs. Notice to report shall normally be given one (1) day in advance. When he / she is required to report to the traditional worksite on a regularly scheduled Telework day, the employee may request to work an additional Ad Hoc day. The supervisor shall approve / disapprove the request based on business considerations. When the Agency requires an employee to be present on a day when the employee is already teleworking, that employee will receive no more than two (2) hours to arrive at his / her ODS. Such travel time shall be compensable as hours of work. Mileage for a privately-owned vehicle between the ODS and Telework site will not be reimbursable.

(F) Before visiting / inspecting an employee's Telework site, the Agency shall advise the Union of its intent to conduct such a visit / inspection. Should it choose to do so, the Union may observe the visit / inspection. The Agency shall grant a reasonable amount of Official Time for a Union Representative to attend. Any costs incurred by the Union Representative attending the visit / inspection shall be borne by the Union.

(G) Teleworking employees are expected to be as available to the Employer, coworkers and customers by phone, government E-mail (use of personal email to perform duties is not authorized), communicator, voicemail or other communications media during their scheduled daily tour of duty as when they work at their normal ODS. The Employer may contact the employee at any time he/she is on duty at the Telework site.

(H) The Agency shall not be liable for any violation of a local zoning ordinance or community association rule.

(I) The employee shall arrange for the care of dependents, as necessary, so as to ensure an uninterrupted tour of duty. On-site children, younger than twelve (12) years of age, or

someone who requires supervision or care, and whose care or presence disrupts the employee's ability to Telework effectively, shall require a mature caretaker other than the employee.

(J) The CSC will train Teleworking employees in the use of the technologies by which they will normally make official long-distance telephone calls from the Telework site. With supervisory approval, Teleworking employees may use personal telephones and telephone accounts for business purposes, but the government shall not assume any liability for the expenses of such calls unless:

- (1)** Government-provided technologies were not available; and
- (2)** The calls were necessary in order to complete a work assignment; and
- (3)** The supervisor gave specific approval in advance.

(K) All Teleworkers must recertify their Telework Agreements in October of every year, beginning October 1, 2015. Upon renewal, and based on business needs, the Agency reserves the right to amend or adjust the employee's Telework schedule.

(L) When an employee with an approved Telework schedule transfers from the schedule-approving authority of one Supervisor to that of another, the new Supervisor may schedule the employee's Telework schedule giving consideration to the desires of the employee, Telework schedules by other employees in the new organizational unit, and the requirements of the organization. If the Agency may accommodate the employee's original Telework schedule in the new organization without disruption to the existing Telework schedule of the other employees, or negatively affecting workload or other business considerations, etc., the Agency may consider the accommodation.

(M) Employees shall have fifteen (15) minutes from the time they begin their login procedure to notify their supervisors of their Telework start time. If the employee has difficulty logging into the system, the employee must immediately notify his / her supervisor / designee by telephone of such difficulty.

SECTION VI - TERMINATING PARTICIPATION IN TELEWORK

(A) Any employee may discontinue his/ her involvement in the Telework Program by merely submitting a written request to discontinue his/ her involvement in the Telework Program to his / her Supervisor or Designee. When an employee voluntarily discontinues his/ her involvement in the Telework Program, that employee may not become eligible to re-participate in the Telework program for one (1) year from his / her discontinuation date.

(B) Management may Amend, Alter, Adjust, Cancel, Reschedule, Remove, Suspend, or Terminate any employee's participation in the Telework Program at any time. Although the Agency may terminate an employee's participation at any time, the Supervisor and

employee shall attempt to work out the specific problems before the Agency terminates the employee's participation in the Telework Program.

(C) When the Agency decides to Remove, Suspend, or Terminate an employee from the Telework Program, the Agency shall advise the employee, in writing. Such notice shall indicate the reason(s) for the Removal, Suspension, or Termination. Unless otherwise indicated, the employee may re-apply for participation in the Telework Program after thirty (30) calendar days provided the employee has corrected the basis for the Removal, Suspension, or Termination. If the Agency stopped the employee's participation because of mission-related reasons, the employee may ask for reconsideration once the mission-related basis has changed or ended.

(D) When the Agency terminates a Telework Agreement, where practical the Agency must provide the employee a written documented explanation and allow him/ her at least seven (7) calendar days advance notice, to allow the employee an opportunity to arrange transportation to commute to the work site on those days that were his / her terminated Telework days.

SECTION VII - OFFICE CLOSURES / INTERRUPTED SERVICE

(A) Employees with a Core (Regular / Recurring) Telework Agreement shall Telework during inclement weather office closures, when such closures fall on the employee's regularly scheduled Telework day. All other employees with a Core (Regular / Recurring) or Situational (Ad Hoc / Episodic) Telework Agreement shall Telework during inclement weather office closures, when the Agency gives advance notice for the employees to be Telework-ready. The Agency shall give such Notice to the employees at least the workday before the expected closure. All employees with a Telework Agreement must review their electronic mail (e-mail) messages before departing / signing off from work each day, to see if the Agency has issued such notice. Only those employees, who received the notice before departing / signing off from work, shall make themselves Telework-ready for the expected closure. In the event, the employee's e-mail is unavailable, the employee must contact his / her Supervisor / Designee before departing / signing off to receive clarification regarding whether he / she needs to be Telework-ready. If the Agency gave notice before an employee with a Telework Agreement departs / signs off from work, the employee shall Telework during the closure. Employees who are required to Telework during Inclement Weather Office Closures shall receive two (2) hours of Excused Absence at the end of their scheduled workday.

(B) If the Federal Government, the Department of Agriculture, the National Office, or the Local Board of Directors grants employees at the regular duty site an Early Dismissal / Late Arrival, the Agency shall grant Teleworking employees the same Early Dismissal / Late Arrival.

(C) If an employee is unable to adequately perform his / her duties or responsibilities while in Telework status, the employee must immediately notify his / her immediate Supervisor or Designee by telephone.

(D) If there is a disruption of services at the Telework site and the employee cannot continue due to loss of contact with the work site, the employee must notify his / her immediate Supervisor or Designee that he / she is having technical difficulties. The employee shall have one (1) hour from that notice to regain connectivity. If at the end of that one (1) hour the employee has not regained connectivity, the Agency shall offer the employee the option of coming to the work site, or requesting leave for the remainder of the workday.

(E) Although the Agency shall not normally consider an employee's commute time to and from the traditional work site as duty time, whenever an employee must come to work on a previously scheduled Telework day, if the return to work is due to technical difficulties the Agency shall consider up to two (2) hours of the employee's commute time to the traditional work site as duty time.

SECTION VIII - AGENCY'S OBLIGATION TO PROMPT DEPLOYMENT

(A) In accordance with the understandings, rights, and procedures set forth in this MOA, the Agency shall commence offering the opportunity to Telework within five (5) calendar days of this MOA 's effective date.

(B) The Union will inform CSC Management of the employees to whom it should distribute laptops. When the number of laptops for use in a Section is insufficient for all approved employees to Telework, the Union will notify CSC Management of the names and the order of the employees to whom it should release laptops.

(C) This initial deployment will consist of two (2) steps, and will be followed thereafter by further repetitions of the same two phases.

(1) In Step 1, after equipment has been imaged, Management will train employees on how to connect and use the Virtual Private Network (VPN) technology, network communicator, and virtual phone, as well as basic troubleshooting techniques.

(2) In Step 2, employees will actually Telework from their approved sites.

(D) The CSC shall distribute laptops by Units. Once the CSC begins distributing laptops in a work area, all employees wanting to Telework shall declare their interest, complete a Telework Agreement, and submit their desired Telework schedule.

(E) It is the intent of CSC Management to continue acquiring Teleworking equipment and to expand actual Teleworking to all functions and positions in which Teleworking is not presently practiced to the optimum extent consistent with budgetary resources, government priorities, and relevant business and mission-related considerations.

SECTION IX - BLOCK OUT

Supervisors shall identify those Teleworking employees with critical work needs which may preclude them from Teleworking at certain times during the work year.

SECTION X - EFFECTIVE DATE

This MOA shall become effective on the first day of the first month after Agency Head approval.

SECTION XI - EXPIRATION

This MOA expires upon its renegotiation, or at the expiration of the current Contract, whichever is sooner.

UNION REPRESENTATIVE	MANAGEMENT REPRESENTATIVE
UNION REPRESENTATIVE	MANAGEMENT REPRESENTATIVE
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UNION REPRESENTATIVE	MANAGEMENT REPRESENTATIVE

MEMORANDUM OF AGREEMENT:

Party Agreement settling FLRA Cases No. DE-CA-13-0378 and DE-CA-13-0383

This Memorandum of Agreement (herein MOA) by and between the Union (American Federation of Government Employees, Local 3354) and Agency (USDA Rural Development) supplements the Collective Bargaining Agreements (herein "CBAs") negotiated by the Union and Agency to apply to the Agency's bargaining unit employees in its: (1) St. Louis Operations and Management (herein O&M); and (2) Centralized Servicing Center (herein CSC).

SECTION 1. Agency obligation when presented with a request for data/information.

- A. When the Union submits a request for data supported by a statement of its particularized need pursuant to § 7114(b)(4) of the Federal Service Labor-Management Relations Statute, the Agency shall respond within ten (10) working days:
 - (a) by producing the requested data/information, and/or
 - (b) when it has good and reasonable cause, by explaining in writing and in detail the reason(s) the requested data is not being provided, and/or
 - (c) when it has good and reasonable cause, by explaining in writing and in detail the reason(s) the requested data will be provided more than ten (10) working days after the date of the request, and naming the earliest date when reasonably expects to deliver the requested information.

- B. Before the Agency responds in the manner described by '1-A-b' and/or '1-A-c', the Agency shall attempt to work out with the Union an agreement that satisfies efficiently and effectively the legitimate interests of both parties and is mutually acceptable.

SECTION 2. Any disputes over the compliance of the parties with this MOA shall be subject to the grievance and arbitration provisions of the parties' O&M and CSC CBAs.

SECTION 3. In consideration of the Agency's execution of this MOA, the Union will immediately submit a request to the Director of the FLRA's Denver Region asking to withdraw its unfair labor practice charges in Case No. DE-CA-13-0378 and Case No. DE-CA-13-0383.

President, AFGE Local 3354

Labor Relations Specialist,
USDA Rural Development

/s/ 11/8/13

Date

/s/ 8 Nov 13

Date

**LABOR MANAGEMENT RELATIONS
AGREEMENT**

BETWEEN

**USDA RURAL DEVELOPMENT
CENTRALIZED SERVICING CENTER**

AND

AFGE LOCAL 3354

Effective 25 November 2009 to 24 November 2012:
amended 28 September 2010 [Articles 9 & 11];
15 November 2010 [Telework Agreement];
6 September 2011 [Article 20];
and 1 November 2011 [Articles 14, 26 & 32]

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PREAMBLE

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

ARTICLE 1

RECOGNITION, UNIT DESCRIPTION, AND COVERAGE

SECTION 1. RECOGNITION.

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

SECTION 2. DESCRIPTION OF BARGAINING UNIT.

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

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

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

SECTION 3. FEDERAL LABOR RELATIONS AUTHORITY.

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

SECTION 4. GOVERNING LAWS AND REGULATIONS.

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

SECTION 5. PAST PRACTICES AND PREVIOUS AGREEMENTS.

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

ARTICLE 2

MANAGEMENT RIGHTS

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

ARTICLE 3

EMPLOYEE RIGHTS AND OBLIGATIONS

SECTION 1. EMPLOYEE RIGHTS.

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

SECTION 2. RIGHT TO UNION REPRESENTATION.

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

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

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

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

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

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

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

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

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

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

SECTION 4. EMPLOYEE ATTIRE.

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

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

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

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

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

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

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

ARTICLE 4

TRAINING AND CAREER DEVELOPMENT

SECTION 1. SCOPE AND COVERAGE.

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

SECTION 2. TYPES OF TRAINING.

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

SECTION 3. SELECTION FOR TRAINING.

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

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

SECTION 4. INDIVIDUAL DEVELOPMENT PLAN.

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

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

SECTION 5. TRAINING COSTS.

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

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

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

SECTION 6. CSC-RELATED TRAINING

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

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

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

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

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

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

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

SECTION 7. RETRAINING AND REQUIRED ADDITIONAL TRAINING.

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

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

ARTICLE 5

CONTRACTING OUT

SECTION 1. NOTIFICATION.

A. The Employer agrees to notify the Union in writing when a study pursuant to Office of Management and Budget (OMB) Circular A-76 is being initiated which concerns the potential contracting out of a complete work function currently performed by bargaining unit Employees. This Article does not apply to actions taken by the Employer to simply augment its current work force through the use of temporary help obtained by contract or other Agreement when an Employer work function is not being wholly contracted out.

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

C. Management agrees to provide the Union with copies of any draft Request for Proposal/Invitation for Bids/Statements of Work involving the type of work currently performed by members of the bargaining unit. The Union will be given ten (10) calendar days to comment.

D. When as provided in paragraph A, above, an A-76 study is to be carried out, periodic briefings will be held with affected bargaining unit Employees for the purpose of providing timely information concerning such studies. The Employer will provide monthly written statements when there is updated information.

SECTION 2. COMPLIANCE.

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

SECTION 3. INFORMATION.

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

SECTION 4. IMPACT AND IMPLEMENTATION.

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

SECTION 5. ASSISTANCE FOR EMPLOYEES.

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

ARTICLE 6

REASSIGNMENTS, DETAILS, AND TEMPORARY PROMOTIONS

SECTION 1. REASSIGNMENTS

A. A reassignment is the permanent movement of an Employee from one position to another position, at the current grade level and without known promotion potential.

B. The Parties recognize that reassignments may be accomplished by any of the following means: (1) direction of the Employer, (2) granting an Employee's request made known to the immediate supervisor provided a vacancy exists for which the Employee meets all applicable qualifications and requirements, (3) through the application process for which there is a current open vacancy announcement, or (4) granting an employee's request for reassignment based on documented personal hardship or medical condition.

C. The Parties agree that nothing in this Article entitles an Employee to a reassignment.

D. The Employer reserves the right to fill vacant positions through any appropriate means necessary.

SECTION 2. DETAILS

A. A detail is the temporary assignment of an Employee to different duties for a specified period of time with the Employee returning to their regular duties at the end of the detail. A position is not filled by detail, as the Employee continues to be the incumbent of the position from which detailed.

B. The Employer and the Union agree that details of Employees are an important management tool in making effective use of manpower in that they provide an essential flexibility in accomplishing the mission within available resources. As such, the Employer reserves the right to detail Employees in accordance with applicable rules and regulations.

C. Details of more than 30 days will be formally documented by the placement of a Standard Form (SF-) 52, "Request for Personnel Action," in the Employee's Official Personnel File.

D. Details to a higher graded position in excess of 120 calendar days require competition under Merit Promotion principles.

E. For details of more than 30 days that do not require competition under Merit Promotion, Management will issue a solicitation for interest applications at least from the immediate work area. The solicitation will state the skills and/or abilities deemed necessary to perform the work of the detail.

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

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

SECTION 3. SPECIAL PROJECTS.

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

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

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

SECTION 4. TEMPORARY PROMOTIONS.

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

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

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

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

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

ARTICLE 7

DISCIPLINARY AND ADVERSE ACTIONS

SECTION 1. GENERAL.

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

SECTION 2. DEFINITIONS AND EXCLUSIONS.

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

SECTION 3. PROGRESSIVE DISCIPLINE.

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

SECTION 4. FAIRNESS AND TIMELINESS.

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

SECTION 5. LETTERS OF WARNING AND REPRIMANDS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8

EMPLOYEE ASSISTANCE PROGRAM

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

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

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

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

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

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

ARTICLE 9

EMPLOYEE AWARDS AND RECOGNITION

SECTION 1. EMPLOYEE RECOGNITION PROGRAM.

The Employer agrees to establish and maintain an Employee recognition program in accordance with Rural Development Instruction 2063-B, "Recognition Program", and this Agreement.

SECTION 2. PURPOSE AND POLICY OF EMPLOYEE RECOGNITION PROGRAM.

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

SECTION 3. EMPLOYEE RECOGNITION COMMITTEE.

[previous text deleted and section number reserved by MOA of September 28, 2010]

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

~~A.—The committee will be assigned duties consistent with those described in the Employer's directive with the following addition. The committee will review and make recommendations to the Director, Centralized Servicing Center (CSC), on bargaining unit award nominations of \$500 or more and time off awards of 16 hours or more. Nominations for Quality Step Increases (QSIs) for bargaining unit Employees will also be submitted through the ERC. Nominations as to award amounts will be based on the value of the Employee's contributions and not on the Employee's salary.~~

~~B.—Membership of the committee will include a diverse cross-section of Employees including both bargaining unit and non-bargaining unit Employees. The committee will include at least one member nominated by the American Federation of Government Employees Local 3354.~~

~~C.—A member of the committee who has been nominated for an award subject to committee review will be excluded from any committee deliberations regarding that nomination.~~

SECTION 4. IMPROVING THE EMPLOYEE RECOGNITION PROGRAM.

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

SECTION 5. EMPLOYEE SUGGESTION PROGRAM

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

ARTICLE 10

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. LAWS AND REGULATIONS.

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

SECTION 2. EQUAL EMPLOYMENT OPPORTUNITY ADVISORY COMMITTEE.

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

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

SECTION 3. INFORMATION AND DATA.

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

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

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

SECTION 4. DUTY STATUS.

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

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

SECTION 5. REASONABLE ACCOMMODATIONS FOR EMPLOYEES WITH DISABILITIES.

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

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

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

SECTION 6. ALTERNATIVE DISPUTE RESOLUTION/EEO COMPLAINT PROCESS.

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

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

ARTICLE 11

HOURS OF WORK AND OVERTIME

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

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

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

SECTION 1. HOURS OF WORK.

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

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

SECTION 2. BREAKS AND LUNCH.

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

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

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

SECTION 3. FIXED WORK SCHEDULES

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

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

SECTION 4. ALTERNATIVE WORK SCHEDULES.

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

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

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

A. Telephone Sections.

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

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

Day shift operations:

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

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

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

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

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

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

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

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

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

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

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

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

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

Rotational Broad Band Flex

- (1) The Parties agree that due to business needs within the Customer Service Branch, Telephone Services Section (TSS), the Agency must restrict the employees' use of their Broad Band Flex Options on Fridays.
- (2) The Parties agree to deviate from the Labor-Management Agreement and limit the Broad Band Flexing Option to one TSS Work Unit per Friday.
- (3) The Agency agrees to rotate the Broad Band Flexing Option among its eligible TSS Work Units.

B. All Other Full-time Employees:

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

Day shift operations:

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

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

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

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

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

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

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

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

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

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

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

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

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

Part-time Employees in All Work Units

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

D. Administration of Alternative Work Schedules.

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

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

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

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

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

E. Sign-In/Sign Out Procedures.

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

F. Automated Time Recording.

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

G. Changes to Participation in AWS

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

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

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

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

H. Conflicts with Request to Schedule Leave.

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

SECTION 4. OVERTIME.

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

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

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

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

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

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

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

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

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

SECTION 5. FEDERAL HOLIDAYS.

The following Federal holidays will be observed:

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

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

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

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

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

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

SECTION 6. CREDIT HOURS.

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

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

SECTION 7. MISCELLANEOUS.

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

ARTICLE 12

MERIT PROMOTION

SECTION 1. POLICY.

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

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

SECTION 2. VACANCY ANNOUNCEMENTS.

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

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

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

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

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

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

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

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

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

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

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

SECTION 3. AREA OF CONSIDERATION.

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

SECTION 4. APPLICATION PROCEDURES.

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

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

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

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

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

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

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

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

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

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

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

SECTION 5. RANKING PROCEDURES.

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

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

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

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

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

3. The Merit Promotion Panel Method is described below:

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6. RELEASE OF INFORMATION.

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

SECTION 7. PRIORITY CONSIDERATION.

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

SECTION 8. MODIFICATIONS TO QUALIFICATIONS.

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

SECTION 9. CAREER LADDER PROMOTIONS.

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

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

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

ARTICLE 13

PARKING AND TRANSPORTATION

SECTION 1. POLICY.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 14

POSITION DESCRIPTIONS

SECTION 1. ACCURACY OF POSITION DESCRIPTIONS

- A. Employees have the right to an accurate and classified position description or statement of duties. Employees may request a copy of their current position description or statement of duties from their immediate supervisor verbally or in writing. If an employee does not receive a copy within five (5) workdays of submitting such a request in writing, he/she may request a copy from the supervisor's immediate superior in writing. If the supervisor's immediate superior does not provide a copy within five (5) workdays, the employee may grieve.
- B. Employees may request a desk audit of their current duties.

SECTION 2. RESOLVING DISPUTES ABOUT POSITION DESCRIPTIONS

Disputes regarding the appropriate pay plan, title, series, and/or grade of an Employee's officially assigned position are covered under established classification appeal procedures and may be appealed at any time in accordance with applicable governing regulations. When requested by an Employee, the Employer will inform the Employee of the Office of Personnel Management ("OPM") and/or Agency procedures for such appeals. OPM is not limited in its review due to the fact that an employee has appealed only certain aspects of the position classification, and normally provides a full classification determination.

SECTION 3. RELATION OF POSITION DESCRIPTIONS TO PERFORMANCE STANDARDS

Any duty or responsibility for which a performance standard has been established will be based on the requirements and expectations of the position and will normally be consistent with the current position description.

ARTICLE 15

REDUCTION IN FORCE

SECTION 1. PURPOSE.

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

SECTION 2. NOTIFICATION.

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

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

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

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

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

SECTION 3. DEFINITION.

A. REDUCTION IN FORCE (RIF).

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

B. TRANSFER OF FUNCTION (TOF).

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

C. COMPETITIVE AREA.

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

D. COMPETITIVE LEVEL.

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

SECTION 4. ACCESS TO INFORMATION.

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

SECTION 5. RECORDS.

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

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

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

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

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

SECTION 7. PERFORMANCE APPRAISALS.

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

SECTION 8. RELEASE FROM COMPETITIVE LEVEL.

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

SECTION 9. EMPLOYEE RESPONSE TO SPECIFIC NOTICE.

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

SECTION 10. EMPLOYEES RELOCATED TO A DIFFERENT GEOGRAPHIC AREA.

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

SECTION 11. DETAILS.

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

SECTION 12. TRANSFER OF FUNCTION.

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

SECTION 13. REEMPLOYMENT PRIORITY RIGHTS OF AFFECTED EMPLOYEES.

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

SECTION 14. SPECIAL PROBLEMS.

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

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

SECTION 15. NEGOTIATIONS.

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

ARTICLE 16

TELEPHONE MONITORING AND RECORDING

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

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

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

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

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

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

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

ARTICLE 17

SAFETY, HEALTH, ENVIRONMENT AND WELLNESS

SECTION 1. GENERAL.

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

SECTION 2. UNION PARTICIPATION.

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

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

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

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

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

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

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

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

SECTION 4. COMPREHENSIVE ANALYSIS OF INJURIES AND ILLNESSES.

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

SECTION 5. IMMINENT DANGER SITUATIONS.

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

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

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

SECTION 6. ALLEGATIONS OF REPRISAL.

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

SECTION 7. WORK-RELATED INJURIES AND ILLNESSES.

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

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

SECTION 8. TEMPERATURE CONDITIONS.

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

SECTION 9. ASBESTOS.

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

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

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

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

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

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

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

SECTION 10. ON-SITE SECURITY.

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

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

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

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

SECTION 11. EMERGENCY PREPAREDNESS.

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

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

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

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

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

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

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

SECTION 12. VIDEO DISPLAY TERMINALS.

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

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

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

SECTION 13. INDOOR AIR QUALITY.

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

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

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

SECTION 14. LABOR-MANAGEMENT WELLNESS COMMITTEE.

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

ARTICLE 18

CAFETERIA AND BREAK AREAS

SECTION 1: CAFETERIA.

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

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

SECTION 2: BREAK AREAS.

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

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

ARTICLE 19

TEMPORARY, PROBATIONARY, AND PART-TIME EMPLOYEES

SECTION 1. GENERAL.

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

SECTION 2. TEMPORARY EMPLOYEES.

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

SECTION 3. PROBATIONARY EMPLOYEES.

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

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

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

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

SECTION 4. PERMANENT PART-TIME EMPLOYEES.

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

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

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

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

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

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

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

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

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

ARTICLE 20

LEAVE AND ABSENCES

SECTION 1. LEAVE INCREMENTS.

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

SECTION 2. ANNUAL LEAVE.

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

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

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

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

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

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

B. UNSCHEDULED ANNUAL LEAVE.

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

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

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

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

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

C. SCHEDULING VACATION LEAVE.

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

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

SECTION 3. TARDINESS.

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

SECTION 4. EXCUSED ABSENCES.

A. REGISTRATION AND VOTING.

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

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

B. INCLEMENT WEATHER.

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

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

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

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

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

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

SECTION 5. SICK LEAVE.

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

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

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

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

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

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

F. EXCESSIVE LEAVE USAGE.

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

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

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

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

SECTION 6. LEAVE WITHOUT PAY.

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

SECTION 7. VOLUNTARY LEAVE TRANSFER PROGRAM / LEAVE BANK.

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

SECTION 8. COURT LEAVE.

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

SECTION 9. MILITARY LEAVE.

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

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

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

SECTION 11. RELIGIOUS COMPENSATORY TIME.

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

SECTION 12. GOVERNING PROCEDURES.

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

ARTICLE 21

TIMELY AND PROPER COMPENSATION

SECTION 1: TIMELY RECEIPT:

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

SECTION 2: ERRORS IN PAYMENT.

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

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

SECTION 3: VOLUNTARY ACTIVITIES.

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

ARTICLE 22

CAREER ENHANCEMENT

SECTION 1. OBJECTIVES:

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

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

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

D. The objectives of the Career Enhancement Program are:

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

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

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

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

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

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

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

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

SECTION 2. CAREER ENHANCEMENT PROGRAM – SPECIFIC GUIDELINES:

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

SECTION 3. TASK FORCE

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

ARTICLE 23

GRIEVANCE PROCEDURE

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

SECTION 2. A grievance is defined as any complaint:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 13. DATA REQUESTS

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

APPENDIX B

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

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

THE PARTICULARIZED NEED/PURPOSE FOR HAVING THIS INFORMATION IS

NAME AND TELEPHONE NUMBER OF REPRESENTATIVE:

EXTENSION TO HOLD GRIEVANCE MEETING BEING REQUESTED: _____ YES _____ NO

GRIEVANCE NUMBER: _____

ARTICLE 24

ARBITRATION

SECTION 1. NOTICE TO INVOKE ARBITRATION.

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

SECTION 2. ARBITRATION PROCEDURES.

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

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

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

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

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

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

ARTICLE 25

VOLUNTARY ALLOTMENT OF UNION DUES

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

ARTICLE 26

OFFICIAL TIME

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

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

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

SECTION 2. OFFICIAL TIME.

A. A monthly allotment of 300 hours per month of official time will be authorized for appropriate bargaining unit representational activities pursuant to the terms and conditions of this Agreement and Chapter 71 of Title 5 of the U.S. Code. Representatives will limit requests for use of their allotted official time to no more than 16 hours per week and no more than 4 hours during any scheduled workday. The authorized hours will be prorated if the representative is absent from work or in training status for more than two workdays in a month. Requests for exceptions to the 16 hour per week or 4 hour per workday limitation (but still within the 300 monthly allotment) should be submitted to the supervisor with justification for the need. Except for the Chief Steward, representatives who work in a Telephones Unit (as defined in Article 11), will not have the right to use official time on a Monday or any workday following a holiday. The right of Representatives in Telephone Units to use official time on Fridays will be limited to the Chief Steward and one Representative in Collections and one Representative in the Customer Service Telephone Services Section. Management will be notified of the names of Representatives who will be using the official time. Occasionally, additional Telephone Unit Representatives may be granted official time on Friday if work load permits release.

B. The monthly allotment of official time may also be used for Union-sponsored training sessions and legislative work/lobbying that is representational in nature and necessary to represent the interests of the bargaining unit.

C. Travel time.

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

SECTION 3. PROCEDURES FOR REQUESTING TIME.

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

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

C. A supervisor/designee may make exceptions without creating a past practice.

SECTION 4. EXCEPTIONS TO ALLOTMENTS OF REPRESENTATIONAL TIME.

Reasonable official duty time which is requested for the following representational reasons will not be charged against the monthly allotment of time: (1) representing the Union in the negotiation of a collective bargaining agreement; and (2) participating for, or on behalf of, the Union in any phase of proceedings before the Federal Labor Relations Authority.

SECTION 5. INTERNAL UNION BUSINESS.

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

SECTION 6. OFFICIAL TIME FOR WORK AREA MEETINGS.

A. The Parties agree that when the Union wishes to meet with a representative group of Employees to receive feedback on a matter being bargained or to interview Employees who may have information required by the Union for representational purposes, the Union will notify the affected Employees' Branch Director at least one work day in advance. The Union will provide in writing to the Branch Director the names of the Employees, the reason that the meeting with the Employees is necessary, and an estimate of how much time will be needed. Management agrees to grant such official time as is reasonable and consistent with workload considerations, in the public interest, and necessary for the Union to carry out its representational responsibilities. The Union will normally not request, and Management will normally not approve, organization-wide meetings conducted on duty time. When a request for official time has been approved, the Union representative will contact the immediate supervisor of the Employees and arrange for their release at a time consistent with workload demands. The Union representative attending such meetings will follow the procedures outlined in Section 3.A., when requesting official time for this purpose. It is understood that nothing in this Agreement requires the Employee to speak with the Union.

ARTICLE 27

DURATION OF CONTRACT

SECTION 1. EFFECTIVE DATE.

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

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

SECTION 2. TERM OF AGREEMENT.

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

SECTION 3. DISTRIBUTION.

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

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

ARTICLE 28

CHILD CARE

SECTION 1. PURPOSE:

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

SECTION 2. CHILD CARE ACTIVITIES:

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

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

SECTION 3. EMPLOYEE NEEDS:

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

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

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

ARTICLE 29

MULTI-LINGUAL EMPLOYEES

SECTION 1. PURPOSE AND SCOPE.

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

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

SECTION 2. APPRAISAL CONSIDERATIONS.

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

SECTION 3. ASSISTANCE AND TRAINING.

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

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

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

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

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

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

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

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

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

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

(e) Other supporting factors.

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

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

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

SECTION 5. PROMOTION OPPORTUNITY.

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

ARTICLE 30

MID-TERM BARGAINING

SECTION 1. GENERAL

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

SECTION 2. GENERAL BARGAINING PROCEDURES:

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

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

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

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

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

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

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

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

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

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

ARTICLE 31
NON-STRIKE PROVISION

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

ARTICLE 32

PERFORMANCE APPRAISAL

SECTION 1. OBJECTIVES

- A. The objective of the Agency's performance appraisal system is to communicate expectations and evaluate the accomplishment of organizational goals and objectives at both the individual and organizational levels.
- B. The Agency will provide for accurate evaluation of employee performance on the basis of specific performance elements and standards.
- C. The Agency will require higher-level review and approval of: (1) performance standards to ensure that requirements are consistent and effective; and (2) ratings to ensure that ratings are appropriate.
- D. The Agency will conduct a progress review with each employee for the purpose of helping both the employee and the supervisor to recognize the employee's strengths and weaknesses and to take steps to correct any weaknesses.
- E. The Agency will treat all employees fairly in the performance appraisal process.

SECTION 2. DEFINITIONS

- A. **APPRAISAL** — The act or process of reviewing and evaluating the performance of an Employee against the described performance work plan, including oral and/or written progress reviews.
- B. **APPRAISAL PERIOD** — The period of time during which an Employee's performance will be reviewed and a rating of record will be prepared. The appraisal period normally begins on October 1 of each year and ends on September 30 of the following year.
- C. **CRITICAL ELEMENT** — A component of a position consisting of one or more duties and responsibilities on which the Employee is rated and which contributes toward accomplishing the goals and objectives of the organization. This work assignment or responsibility is of such importance that unacceptable performance would result in a determination that the Employee's overall performance is at the "Unacceptable" level.
- D. **CUSTOMERS** — Internal coworkers and/or external members of the public who receive various services and/or products from Centralized Servicing Center Employees.
- E. **ELEMENT RATING** — The level of performance on a performance element, which is determined by comparing accomplishments to the performance standard. Element rating levels are: "Meets fully successful," "Exceeds Fully Successful," and "Does Not Meet Fully Successful."

- F. **NON-CRITICAL ELEMENT** — A dimension or aspect of individual, team, or organizational performance, exclusive of a critical element, that is used in assigning a summary level. Such elements may include, but are not limited to, objectives, goals, program plans, work plans, and other means of expressing expected performance.
- G. **OPPORTUNITY TO IMPROVE** — A written plan established at any time during the appraisal period when it is determined by the Rating Official that an Employee is performing at the “Does Not Meet Fully Successful” level in any critical element(s). Abbreviation: “OTI”. Also called “Performance Improvement Plan” or “PIP”.
- H. **PERFORMANCE STANDARDS** — The management-approved expression of the performance threshold(s), requirement(s), or expectation(s) that must be met to be appraised at a particular level of performance. A performance standard may include, but is not limited to, quality, quantity, cost-efficiency, timeliness, and manner of performance.
- I. **PERFORMANCE WORK PLAN** — The document that identifies the Employee’s critical and non-critical elements and performance standards by which s/he will be rated. Performance plans will include a written statement of the methods and procedures by which Employee performance will be measured against the standards. Abbreviation: “PWP”.
- J. **PROGRESS REVIEW** — A joint discussion between the Rating Official and the Employee regarding the Employee’s progress toward achieving performance standards.
- K. **RATING OF RECORD** — The final summary rating normally issued at the end of the appraisal period, which becomes a part of the Employee’s Performance File (“EPF”) maintained in the servicing Human Resources Office. Normally, a rating of record is issued for the appraisal period ending September 30 each year.

SECTION 3. PROCEDURES FOR DEVELOPING PERFORMANCE WORK PLANS.

A. Except as specifically provided in this Agreement, performance management will be carried out in accordance with the then-applicable USDA Performance Management System, USDA regulations, RD Instructions and Government-wide regulations. Any changed or new versions of such directives shall be effective immediately upon written notice to the Union or the effective date named in the directive, whichever is later. Nothing herein shall diminish the obligation of the Employer to bargain with the Union about subjects that are not covered by this Agreement and are within the scope of § 7106(b)(2)&(3) of the Federal Service Labor-Management Relations Statute when the Union follows the provisions of the CBA’s Article 30, “Mid-Term Bargaining”, except that fulfilling this bargaining obligation shall not require the Employer to delay effective implementation of the directive. PWPs will be developed and documented in accordance with those directives. Such PWPs will--

1. Document Progress Reviews;

2. Specify the performance elements and standards on which the Employee will be rated; and
3. Identify the measurement used to evaluate performance.

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

B. Individual PWP's will normally be established and communicated in writing to Employees within thirty (30) days of the beginning of each rating period or the assignment of the Employee to a new position.

C. An Employee may provide input to his/her supervisor on his/her PWP at any time. When an Employee proposes changes to his/her PWP because significant changes have occurred in work assignments during the rating year, the supervisor will respond to the Employee's proposal(s) within 30 days of receipt.

D. When a new PWP is developed or an existing plan is changed, it will be communicated to the affected Employees and to the Union not less than fifteen (15) workdays prior to implementation provided meetings between Employees and the Union can be conducted prior to the expiration of the fifteen (15) workday period. If a meeting between Employees and the Union cannot be conducted because of workload reasons prior to the expiration of the fifteen (15) workday period, the Union may request to extend the period up to fifteen (15) workdays. Employees covered by the new/revised plan will be provided the opportunity to meet with their Union representative to discuss the changes and develop input regarding the plan. Normally, such meetings of employees with their Union representatives for this purpose will: (1) occur within five (5) workdays of receipt of the change; and (2) last no more than one (1) hour. The Employees/Union can provide the supervisor with the input developed because of this meeting either in a face-to-face discussion or in writing.

E. PWP's must be consistent with assigned work and duties.

SECTION 4. RESOLVING DISPUTES ABOUT PERFORMANCE APPRAISALS

A. Except as limited by applicable laws and existing Government-wide rules and regulations, employees may seek resolution of complaints about actions of the Agency under this article by using the procedures established by Article 23, “Grievance Procedure”, and Article 24, “Arbitration”.

B. The contents of performance elements and standards may not be grieved. However, the following are grievable: (1) whether a performance standard was applied properly; (2) whether an Employee's work was evaluated properly; and (3) whether the Agency adhered to the procedures required by this article.

SECTION 5. APPRAISAL OF EMPLOYEE PERFORMANCE.

A. A progress review should normally be held about midway through the appraisal cycle. The purpose of the progress review is to advise Employees of their current performance and to discuss accomplishments and deficiencies. The rating official may provide written comments concerning the Employee's performance at the time of the progress review. The purpose of the written comments is to provide a more formal identification of the Employee's performance in relation to the PWP. Employees may also provide their written comments at the time of the progress review. If an Employee provides written comments, these will become part of the record of the progress review. When the progress review has been completed, the Employee and the rating official will normally initial and date the appropriate blocks as an indication that the discussion was held.

B. An appraisal should not be rendered unless an Employee has been provided the opportunity to perform in accordance with an established PWP for a minimum of ninety (90) calendar days.

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

D. Performance discussions and interim progress reviews will occur at the time of each position and/or supervisory change provided that the Employee has served under the applicable standards for at least ninety (90) days. Such reviews must be provided to the gaining supervisor to be considered at the time the rating of record is issued.

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

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

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

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

E. The rating official will normally solicit the employee's comments on his/her performance. Employees should provide the rating official with written comments, including a summary list of accomplishments when requested. However, Employees may provide the rating official with such written comments at any time during the appraisal period.

SECTION 6. UNACCEPTABLE PERFORMANCE

A. The Employer shall abide by the following procedures for Employees who have successfully completed a probationary period in their current position but have been determined to be performing unacceptably with regard to one or more critical elements of the position. Such Employees will be provided a written Opportunity to Improve ("OTI"), or Performance Improvement Plan ("PIP") that affords a reasonable opportunity to improve (normally a minimum of ninety [90] calendar days) prior to the initiation of any reassignment, reduction in grade or removal action based upon unacceptable performance. The OTI/PIP will explain that initiation of action to reassign, reduce in grade or remove may begin if the Employee's performance fails to improve in accordance with the OTI/PIP. This OTI/PIP shall identify the assistance that will be provided to the Employee during the OTI period. Such assistance may include training, counseling, coaching, setting short-term specific job assignments and goals, and regularly scheduled supervisory conferences. The written notice will: (1) identify which critical elements the Employee failed; (2) identify the Employee's deficiencies; and (3) cite the types of assistance to be provided.

B. At the end of the OTI period, if the Employee's performance is determined to be "Fully Successful" the OTI will end. However, the Employee must maintain an acceptable level of performance for twelve (12) months from the beginning of the OTI period.

C. At the end of the OTI period or at any time during the twelve (12) months following the start of the OTI period, if the Employee's performance is determined to be "Unacceptable", the Employee shall be either: (1) reassigned; or (2) reduced in grade; or (3) removed. Such an action to reassign an employee, reduce the grade of an Employee or remove an Employee will be initiated by a thirty (30) day notice to the Employee. At a minimum, the notice will include:

1. The nature of the proposed action.
2. Identification of the performance element(s), which the Employee failed to meet.
3. A specific explanation of the performance that is the basis for the action.
4. A statement of the Employee's right to respond verbally and in writing within ten (10) workdays (extensions for good cause will be granted).
5. A statement of the Employee's right to be represented.

SECTION 7. RECORDS OF PERFORMANCE

- A. Supervisors shall maintain performance data sufficient to support the rating assigned to each element. Ratings of record may include a written summary of the specific accomplishments (quality, quantity, timeliness, etc.) of the Employee.
- B. Supporting data will be maintained at least ninety (90) days after the issuance of the written rating.
- C. The annual rating of record will be kept on file for no less than four (4) years or in accordance with Government-wide regulations, whichever is greater.
- D. The Employee's signature or initials on the performance appraisal form indicates receipt of the rating of record or participation in the progress review, and not the Employee's agreement with the rating or the performance standards and elements. If the Employee refuses to sign the rating of record or initial the progress review, the rating official should note this in the appropriate block and indicate the date the rating/progress review was issued.

SECTION 8. LINKAGE TO OTHER PERSONNEL ACTIONS / DECISIONS

A. WITHIN-GRADE INCREASES.

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

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

3. After a WGI has been withheld, and the Employee has demonstrated sustained performance at the acceptable level of competence, the Agency shall grant the WGI in accordance with applicable Agency and Government-wide regulations.

B. PROMOTIONS. No Employee shall receive a promotion unless the most recent rating of record is at least "Fully Successful." Performance ratings shall be considered in evaluating Employees for reassignment.

C. TRAINING AND DEVELOPMENT. Employees and supervisors shall jointly develop employees' Individual Development Plans during the performance appraisal process.

D. REDUCTIONS-IN-FORCE. Annual ratings of record are used to establish service credit and retention standing for Reduction-In-Force ("RIF") purposes. An Employee will not be assigned a new

rating of record for the sole purpose of affecting retention standing. To provide adequate time to properly determine an Employee's retention standing prior to a RIF, a general or specific RIF implementation notice will specify the date after which no new rating of record will be given that could be used to determine retention standing, subject to appropriate negotiations with the Union.