LABOR-MANAGEMENT AGREEMENT

United States Department of Agriculture,
Farmers Home Administration
Denver, Colorado

and

American Federation of Federal Employees, Local 3499

Effective date: June 12, 1981

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LABOR-MANAGEMENT RELATIONS AGREEMENT
BETWEEN
FARMERS HOME ADMINISTRATION
U.S. DEPARTMENT OF AGRICULTURE
COLORADO
AND
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
(AFL-CIO) LOCAL 3499

PREAMBLE

This Agreement is made pursuant to Title VII of Public Law 95-454 known as the Civil Service Reform Act of 1978. The following articles of this agreement, together with any agreed to at a later date, constitute the agreement by and between the Farmers Home Administration - United States Department of Agriculture, serving the State of Colorado hereinafter referred to as the "EMPL0YER" and the American Federation of Government Employees (AFL-CIO) Local 3499, hereinafter referred to as the "UNION", for the employees in the unit described below hereinafter referred to as the "EMPLOYEES".

WITNESSETH

In consideration of the mutual covenants herein set forth, the parties bound hereby agree as follows:

Whereas, it is the intent and purpose of the parties hereto to promote and improve the effectiveness and efficiency of the Farmers Home Administration,

Whereas, the parties hereto desire to facilitate and encourage the amicable settlement of disputes between the Employer and Employee involving conditions of employment,

Whereas, the public interest demands the highest standards of employee performance, and in consonance with Public Law 95-454 which states in effect that Unions are in the Public Interest,

Whereas, the Union is the exclusive representative of all employees in the Unit,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 - DEFINITION OF BARGAINING UNIT

1.1 The Unit to which this Agreement is applicable is composed as follows:

Includes: All nonsupervisory professional and nonprofessional employees, full time, part time and temporary employees expected to be employed over 90 days, within the State of Colorado under the direction of the State Director, Farmers Home Administration.

Excludes: Management officials, employees engaged in Federal Personnel work in other than a purely clerical capacity, supervisors and guards as defined in Public Law 95-454.

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

(a) AGENCY: As used in this Agreement, “Agency” is defined as the Farmers Home Administration, U.S. Department of Agriculture.

(b) CONSULTATION: Verbal discussion or written communication between representatives of the Employer and representatives of the Union for the purpose of obtaining each others views on matters of appropriate concern to employees in the representation unit.

(c) EMERGENCY SITUATIONS: 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 Employer’s or the Agency’s control or ability to anticipate and which is not expected to be of a recurring nature.

(d) EMPLOYEES: Employees of the Unit described in Article 1.1.

(e) EMPLOYER: The Farmers Home Administration, U.S. Department of Agriculture, Denver, Colorado, hereinafter referred to as the “Employer”.

(f) IMPASSE: The state of inability of the representatives of the Employer and the Union to arrive at a mutually agreeable position, concerning negotiable matters, through the bargaining process.

(g) MANAGEMENT OFFICIAL: An individual employed by an agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the Agency.

(h) NEGOTIATION: Bargaining by representatives of the Employer and representatives of the Union on appropriate issues with a view of arriving at a mutually acceptable position.

(i) SUPERVISOR: An individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment, except that, with respect to any unit which includes firefighters or nurses, the term “supervisor” includes only those individuals who devote a preponderance of their employment time to exercising such authority.

(j) UNION: The American Federation of Government Employees, Local 3499, (AFL-CIO) hereinafter referred to as the “Union”.

(k) UNION OFFICIAL: An elected officer or appointed Union steward.

ARTICLE 2 - CONSULTATION AND NEGOTIATION

2.1 Matters appropriate for consultation and negotiation between the parties are policies, programs, and procedures related to working conditions within the Unit which are within the discretion of the Employer. Prior to any change in policy, the Union and Employer shall consult or negotiate on the matter as appropriate.

ARTICLE 3 - EMPLOYEE RIGHTS

3.1 UNION MEMBERSHIP: Employees in the unit shall be protected in the exercise of their right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization, or to refrain from such activity. This agreement does not prevent any employee, regardless of union membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, or agency policies, or from choosing his or her own representative in a statutory appeal action.

Nothing in this agreement shall abrogate any employee right or require an employee to become or to remain a member of a labor organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. The Employee shall not be disciplined or otherwise discriminated against because he or she has filed a complaint or given testimony under the Civil Service Reform Act, the grievance procedure, or any other available procedure for redressing wrongs to an employee.

3.2 NONDISCRIMINATION: No employee shall be discriminated against by either the Employer or the Union because of race, color, creed, religion, sex, national origin, age, marital status, physical handicap or lawful political affiliation.

ARTICLE 4 - RIGHTS OF THE EMPLOYER

4.1 Section 7106 of Public Law 95-454 states as follows:

“(a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency --

“(1) To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

“(2) In accordance with applicable laws --

“(A) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

“(B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

“(C) with respect to filling positions, to make selections for appointments from
“(i) among properly ranked and certified candidates for promotion; or
“(ii) any other appropriate source; and

“(D) to take whatever actions may be necessary to carry out the agency mission during emergencies.

“(b) Nothing in this section shall preclude any agency and any labor organization from negotiating --

“(1) At the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

“(2) Procedures which management officials of the agency will observe in exercising any authority under this section; or

“(3) Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.”

ARTICLE 5 - UNION AND EMPLOYEE REPRESENTATIVES

5.1 The Employer will recognize the chief steward and a reasonable number of stewards to be designated in writing by the Union not to exceed five (5) stewards.

Each steward shall normally represent all Employees regularly assigned to the district in which the steward is employed and may receive their complaints or grievances during duty hours.

5.2 The Employer will recognize the officers and duly accredited representatives of the Union and shall be kept advised in writing by the Union of the names and titles of its officers and representatives.

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

5.4 When the Union is designated as the representative by an employee in any complaint, grievance, adverse action, or allegation of discrimination, management will address all correspondence to the employee with a copy to the designated Union representative, if requested by the employee in writing.

ARTICLE 6 - UNION PARTICIPATION ON COMMITTEES

6.1 The Union may have two representatives and an alternate on the following committees:

(a) Equal Employment Opportunity

(b) Employer-Union Cooperation Committee

6.2 As concerns the Employer-Union Cooperation Committee, representatives of the Union and the Employer will meet quarterly when requested by either party. The meetings will have as their purpose and shall give consideration to matters relating to personnel policies and practices, working conditions of the employees in the Unit and questions concerning implementation or application of this Agreement and Public Law 95-454. If mutually agreed, others may attend.

Meetings will be held on official time and at a time and place to be selected by mutual agreement.

The State Director or his designee will be in attendance. The Administrative Officer may be an ex-officio member of the committee.

ARTICLE 7 - USE OF OFFICIAL TIME

7.1 Solicitation of membership, the collection of dues, or other internal business of the Union, by Union officials or Union representatives, shall be conducted during the non-duty hours of the Employees concerned.

7.2 Each steward will obtain permission from his supervisor prior to leaving his work assignment to receive complaints or grievances and must advise the supervisor upon return to his assignment. When the purpose of such business is to contact another employee, the supervisor will arrange for the absence as soon as practical. The steward will also obtain permission and approval from the supervisor of the employee being contacted.

7.3 Employees who wish to leave their work area or assignment to contact a steward or other Union representative concerning the employee's complaint or grievance will first obtain the permission and approval of their immediate supervisor. The employee will advise his supervisor upon return to duty. The employee will be granted reasonable time when workload permits for this purpose.

7.4 Union officers or Union representatives will be allowed reasonable time to confer with management officials, directly or as a technical advisor and for any other purpose while representing Unit employees at Merit Systems Protection Board hearings or Federal Labor Relations Authority hearings or meetings. It is understood that the Union is entitled to official time for mid-term negotiations and reasonable time on an as needed basis to prepare proposals or counter proposals for mid-term bargaining.

7.5 Administrative Leave will be granted up to twenty-four (24) hours to Union officers or designated representatives for the purpose of attending AFGE-sponsored training sessions in employee-management relations in any one calendar year. No more than five (5) individuals can attend in any calendar year.

(a) Training sessions will be for the purpose of orienting and briefing officers or representatives on matters concerning P.L. 95-454 and of mutual concern to the Employer and the Union.

(b) Employees who are authorized under this Article to attend such training programs will obtain prior approval of the Employer. Requests for such leave must be submitted by the President of AFGE Local 3499 in writing as far in advance as possible and must be supported by a statement of the purpose of the leave and the content of the program or meeting to be attended.

ARTICLE 8 - USE OF OFFICIAL FACILITIES AND SERVICES

8.1 The Employer will provide the Union with space for a color coordinated file cabinet for its records easily accessible to the Local President.

8.2 The Employer will furnish annually, free of charge to the Union, a list of the names, grades, and organizational locations of all Unit personnel in the State of Colorado. All personnel actions pertaining to promotions, reassignments, resignations, accessions, retirements, or transfers will be reported monthly to the Union either via newsletter or separate report.

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

8.4 The Employer will provide the Union space on bulletin boards for its use. It is agreed that the material posted will not be scurrilous or tend to embarrass the U. S. Government or be contrary to Federal law or regulations. The material may be subject to post review. The space in the lower right hand corner will be approximately one-fourth the size of the bulletin board in each location.

8.5 Union representatives will be allowed use of the Agency telephone system, including FTS, for consultation with management and employees in matters concerning grievances or when designated as representative by an employee to include consultation with other Union officials relative to matters under negotiation. The use of the Agency telephone system for the purpose of discussing internal Union matters is prohibited.

8.6 The officers and members of the Union who are employees of the Employer may make personal distribution of their newsletter and other Union publications in the working areas of the Employer during the non-duty hours of the employees involved.

ARTICLE 9 - POSITION DESCRIPTION AND CLASSIFICATION

9.1 Management agrees to provide each employee with a current copy of their position description and current revisions.

9.2 When an employee alleges, in writing, that his position is not properly classified he shall be furnished information on the Farmers Home Administration procedures and appeal rights set forth in applicable regulations. The employee may elect to be represented by the Union representative in discussing the matter with management or presenting an appeal.

9.3 Other duties as assigned is construed to mean other related duties.

ARTICLE 10 - HOURS OF WORK AND TOURS OF DUTY

10.1 The basic workweek shall be forty (40) hours consisting of eight (8) hours in each of the days Monday through Friday.

10.2 The basic non-overtime workday will not exceed eight (8) hours.

10.3 Present established office hours throughout the Colorado Farmers Home Administration offices are acceptable to both the Union and the Employer.

10.4 All travel will be scheduled during the basic work week if administratively controllable by the Employer. However, if it is necessary for an employee to arrive at another location, at the beginning of the week, travel may be scheduled over the weekend.

10.5 Employees shall be allowed two (2) paid rest periods; one rest period during the middle of the first time period (AM) and one rest period during the middle of the second time period (PM) of each basic work day. These rest periods will be limited to fifteen (15) minutes each. The approximate time of the rest periods will be at the discretion of the Employer. These rest periods may be staggered so that all personnel are not on rest periods at the same time, to enable the Employer to maintain continuous service to the public.

ARTICLE 11 - MERIT PROMOTION PROCEDURES

11.1 Vacancy announcements will be posted on the official bulletin board for a period of seven (7) workdays. The announcement will contain a brief description of the position and of the basic eligibility requirements. Supervisors will be responsible for proper notification of qualified employees who will be absent from their duty station beyond the closing date of the announcement. In the event that a sufficient number of highly qualified employees do not apply for consideration, the Employer retains the right to: (1) consider all eligible employees: or (2) reannounce the vacancy. The present policy of allowing the Employer latitude to choose from among qualified employees, including Unit and outside employees will be continued until changed by mutual agreement. The promotion procedure in effect at the time this Agreement is approved is hereby adopted by the parties and is made part of the Agreement.

ARTICLE 12 - LEAVE

12.1 Annual Leave: Every reasonable attempt consistent with the workload will be made to approve requests of employees for earned annual leave and with respect to the approving of extended earned annual leave for special vacations. Annual leave will be granted according to the needs of the Employer.

12.2 Sick Leave: Employees shall be granted and shall earn sick leave in accordance with applicable regulations. Approval of sick leave will be granted to employees when they are incapacitated for performance of their duties by sickness, injury, complications due to pregnancy, medical, dental, or optical treatment or examination, or when a member of the employee’s immediate family is afflicted with a contagious disease and the presence at work of the employee would jeopardize the health of others. Immediate family is defined as those members living in the employee’s household. The employee shall notify his immediate supervisor or his designated representative of his incapacitation for duty as soon as possible. A written report of absence may be accepted as a notification when telephone service is not available. The supervisor will be advised of requests to use sick leave for the purpose of scheduled medical, dental or optical appointments as far in advance as possible (and will be submitted to the immediate supervisor on an SF 71). The SF 71 will be returned to the employee approved or disapproved.

(a) An employee ordinarily will not be required to furnish a doctor's certificate, including the employee's own statement or other satisfactory evidence of incapacity for duty, to substantiate a request for three (3) days or less of sick leave, unless there is reason to believe that an employee is abusing sick leave and the supervisor has counseled the employee with respect to the use of his sick leave, a record of such counseling is on file, and the sick leave record of the employee subsequent to the counseling does not show elimination of sick leave abuse. When this certificate is required, the employee will be given official written notice that he will be required to furnish a medical certificate covering each absence. Supervisors will review the sick leave record of those employees required to present doctor's certificates for sick absence at least each six (6) months to determine if the requirement should continue. If no abuse has been committed by the employee during this period, the requirement for the medical certificate will be discontinued. The Supervisor will inform the employee in writing of his determination.

(b) In cases of sick leave absences of more than three (3) days the employee is required to provide a medical certification. When the employee is unable to obtain the services of a physician, or the illness does not require such services, the employee's written explanation of the facts should be sufficient unless the approving officer has just cause to deny the sick leave.

ARTICLE 13 - PERFORMANCE APPRAISAL

13.1 Each employee will be given a copy of the elements (including critical elements) and standards for their position at the beginning of the appraisal year. Elements (including critical elements) will be drawn from the employee's official position and job description and will be fair and reasonable. Standards used for measurement of performance in the elements (including critical elements) will be fair, objective and reasonable.

13.2 Performance ratings will be in writing and will be a result of the application of the performance standards to the employee's actual performance. Allowance will be made for factors beyond the employee's control, when the performance rating is assigned. The reasons for a specific rating will be indicated as necessary in writing.

ARTICLE 14 - HEALTH AND SAFETY

14.1 The Employer agrees to provide healthful and safe working conditions for all employees and will comply with applicable Federal Laws and regulations relating to the safety and health of its employees. All employees are responsible for prompt reporting of unsafe conditions.

14.2 An employee or group of employees who believe they are being required to work under conditions which are unsafe or unhealthy shall have the right to file a grievance under the negotiated grievance procedures.

14.3 No employee shall be required to work in areas where unsafe or unsanitary conditions have not been removed or remedied.

14.4 The Employer will promptly notify the Union President upon learning that any employee in the Unit has been injured on the job and who may be entitled to assistance through the Office of Workers' Compensation Programs.

ARTICLE 15 - REDUCTION IN FORCE AND RE-EMPLOYMENT

15.1 The Employer agrees to notify the Union of any impending reduction in force action, at which time the Union may make its views and recommendations to management concerning the implementation of the reduction in force action.

In the event of a reduction in force, existing vacancies will be utilized to the maximum extent possible to place in continuing positions employees who would otherwise be separated. All reductions in force will be carried out in strict compliance with applicable laws, and regulations.

15.2 Any career or career-conditional employee who is separated because of reduction in force will be placed on the re-employment priority list for all competitive positions in the commuting area for which qualified and available in accordance with applicable rules and regulations. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment.

15.3 In the event a reduction in force is implemented, the Union shall have the right to review retention registers relative to reduction in force actions affecting employees in the Unit.

ARTICLE 16 - GRIEVANCE PROCEDURES

16.1 The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances.

16.2 A grievance means any complaint --

(1) by any bargaining Unit employee concerning any matter relating to the employment of the bargaining Unit employee;

(2) by the Union concerning any matter relating to the employment of any bargaining Unit employee; or

(3) by any bargaining Unit employee, the Union or the Employer concerning;

(a) the effect or interpretation, or a claim or breach, of this Agreement; or

(b) any claimed violation, misinterpretation, or misapplication of any Law, rule or regulation affecting conditions of employment.

16.3 Questions which cannot be resolved by the parties as to whether or not a grievance is subject to grievance or arbitration may be referred by either party to arbitration as a threshold matter.

16.4 Grievances concerning the following matters are specifically excluded from coverage of this procedure:

(1) Any claimed violation of subchapter III of Chapter 73 of Title 5 USC (relating to prohibited political activities):

(2) retirement, life insurance, or health insurance:

(3) a suspension or removal under Section 7532 of Title 5 USC:

(4) any examination, certification, or appointment:

(5) the classification of any bargaining Unit position which does not result in the reduction in grade or pay of a bargaining Unit employee:

(6) failure to be selected for promotion when proper promotion procedures are used, that is, non-selection for promotion from a group of properly ranked and certified candidates or an action required to be taken by the Employer under provisions of statute or instruction of OPM:

(7) an action terminating a temporary promotion and returning the employee to the former position or comparable position from which temporarily promoted:

(8) non-adoption of a suggestion or disapproval of a quality salary increase, performance award, or other kind of honorary or discretionary award:

(9) a preliminary warning or notice of a specific action which, if effected, would be covered under this grievance procedure (e.g., a notice of a proposed suspension) or would be excluded from coverage under this section:

(10) separation actions taken on an employee serving a trial or probationary period.

16.5 This procedure shall be the exclusive procedure available to the Employer, the Union and bargaining Unit employees for resolving grievances.

16.6 An aggrieved bargaining Unit employee affected by discrimination (Ref 5 USC 2302(b)(1)), a removal or reduction in grade based on unacceptable performance (Ref 5 USC 4303) or other adverse action, suspensions of 14 days or more, removals or demotions, (Ref 5 USC 7512) may raise the matter under a statutory procedure or the negotiated grievance procedure, but not both. For the purpose of this article and pursuant to 5 USC 7121, an employee shall be deemed to have exercised this option under this section when the employee timely initiates an action under the applicable appeal procedure or timely files a written grievance under provisions of this Article, which ever occurs first. In cases of adverse action the grievance must be filed within 20 calendar days of the effective date of the action. In cases of discrimination, the grievance must be filed within 30 calendar days of the date of the action which gave rise to the complaint or from the date the Employee first became aware of the action, condition, or event.

16.7 General Provisions

1. Official time. A reasonable amount of official time without charge to leave will be afforded in accordance with the following:

(a) To the employee, if otherwise in an official duty status, to informally discuss with the first line supervisor a complaint the employee may have covering matters under the Article.

(b) To a Union representative, if otherwise in an official duty status, to informally discuss with the appropriate operating official a complaint the Union may have concerning matters under this Article.

(c) To the employee and a Union representative, if both are otherwise in official duty status, for preparing and presenting a formal grievance or arbitration case.

(d) To a Union observer, if otherwise in an official duty status, in those instances where this Negotiated Grievance Procedure or Chapter 71 of 5 USC provides for such an observer.

2. Representation Rights

(a) Any employee or group of employees may personally present and process a grievance in accordance with section 15.10 hereunder without a representative and without intervention of the Union, except that a representative of the Union will be given the opportunity to be present on official time, if otherwise in an official duty status, during the grievance proceeding.

(b) In the event of a group grievance, one Union representative will be allowed on official time.

(c) During the processing of grievances beyond the informal stage, the Union may supply additional paid representation. The Employer is also entitled to additional representation.

(d) Only the Union or individuals approved by the Union may represent employees on grievances processed under the Negotiated Grievance Procedure.

(e) If the employee is represented by the Union, the Employer agrees to mail a copy of the decision or any other correspondence to the Union on the same day it is given or mailed to the employee.

16.8 Time Limits

Failure to comply with the time limits specified in the procedure may be cause to deny a grievance filed hereunder unless the prescribed time limits are extended by mutual agreement of the Employer and employee or Employer and Union representative where the employee is represented by the Union. If a party fails to respond within the time limits without extension, the other party may advance to the next step. Failure to advance the grievance within the time limits established in 16.9, 16.10, 16.12, 16.13 will constitute withdrawal.

16.9 Union grievances may be submitted in writing by the Union President or his designee, to the State Director or his designee. The State Director or his designee and the Union President or his designee will meet within ten (10) work days after receipt of the grievance for discussion. The State Director or his designee shall give the Union President or his designee the written answer within ten (10) work days after the meeting. If the grievance is not settled by this method, the Union may refer the matter to arbitration. Nothing will preclude either party from attempting to settle such grievance informally at the appropriate level.

16.10 Employer grievances may be submitted in writing by the Employer to the President of the Union or his designee. The Union President or his designee and the Employer representative will meet within ten (10) work days after receipt of the grievance for discussion. The Union President and/or his designee shall give the Employer his written answer within ten (10) work days after the meeting. If the grievance is not settled by this method, the Employer may refer the matter to arbitration. Nothing will preclude either party from attempting to settle such grievances informally at the appropriate level.

16.11 Contents of Grievance: Every grievance filed under this procedure must contain the following:

(a) Name of the grieving employee or statement that the grievance is filed on behalf of the Union with the appropriate signature.

(b) The nature of the grievance and the specific contract provision(s) in question, if any.

(c) If an employee grievance - a statement as to how the employee is personally affected, if applicable, by the question of application or interpretation of the Agreement.

(d) If a Union grievance - a statement identifying the employee in the Unit affected, if appropriate, and how they or the Union are affected by the interpretation or application of the Agreement.

(e) The specific corrective action or interpretation requested or desired.

(f) The name of the employee's initial Union Representative or a statement that the employee is unrepresented.

(g) Copies of any documents related to the grievance.

(h) Step 2 grievances will contain explanation of the previous attempts at resolution, i.e., summary of grievance presented, date and nature of decision rendered, individual who issued the decision.

16.12 Procedure

Step One:

The employee, the employee accompanied by the steward, or the steward will first discuss the dissatisfaction with the immediate supervisor within fifteen (15) work days from the date the incident or circumstance occurs, or when he or she became aware of the incident or circumstance. The supervisor will give the employee and/or the steward a decision within five (5) work days from the date of the discussion.

Step Two:

If the employee or the steward, if the steward is grieving, is not satisfied with the decision of the immediate supervisor and wishes to pursue the matter further, the steward, Union or the employee will discuss the problem with the next higher level supervisor up to and including the

State Director, or his designee, until satisfaction is achieved. The employee or the Union has a total of seven (7) work days for each supervisory level. An employee or the Union must complete action under informal procedures before further action may be taken.

16.13 Formal procedures. If the employee or the Union is not satisfied under the informal steps, the employee or the Union will submit a written grievance within seven (7) work days from the date the decision was rendered in Step Two of the informal procedure. The written grievance will be to the State Director and shall contain a clear and concise statement of the grievance and indicate the relief sought, the date the incident or violation took place, and the specific section or sections of the Agreement involved. Within ten (10) work days after receipt of the written grievance, the State Director or his designee will arrange for a meeting of the concerned parties. This meeting will include the State Director or his designee, the chief steward, the employee and/or steward, and the supervisor involved. The State Director or his designee will give the employee and/or the Union the written answer within ten (10) work days following the discussion.

ARTICLE 17 - ARBITRATION

17.1 Arbitration may only be invoked by the Employer or the Union under the following conditions:

(a) The Union may invoke arbitration within thirty (30) calendar days after issuances of the Employer's final decision under the negotiated grievance procedure.

(b) The Union or the Employer may invoke arbitration within thirty (30) calendar days after either party has determined that a satisfactory settlement cannot be reached in resolving disputes between the parties.

(c) The arbitration shall extend only to the interpretation or application of the Agreement and not to changes in or proposed changes in Agreements.

17.2 The party invoking arbitration will request the Federal Mediation and Conciliation Service to furnish the parties a list of seven (7) impartial persons qualified to act as arbitrators. An information copy of the request will be sent to the other party. The State Director or his designee and the Union President or his designee shall agree within ten (10) working days after receipt of the list, upon one of the listed arbitrators. If they cannot agree, they will each strike one name from the list and shall repeat the procedure. The remaining individual shall be the duly selected arbitrator. The arbitrator's decision shall be binding on the parties, unless either party files exceptions to an award with the Federal Labor Relations Authority under its regulations. The fee and expenses of the arbitrator shall be born equally by the parties.

17.3 The Employee participants in the hearing shall be in a duty status.

ARTICLE 18 - DISCIPLINARY AND ADVERSE ACTIONS

18.1 Disciplinary and adverse actions will be processed in accordance with the provisions of this Article. If the provisions of 5 USC 7512 differ from this Article, the provisions of law will prevail.

18.2 The Employer specifically agrees to meet the procedural requirements provided by law and regulation of the Department of Agriculture in effecting adverse actions.

18.3 The Employer agrees to furnish the employee an extra copy of all reprimands or proposed suspensions or removals. The Employer also agrees to furnish the employee an extra copy of all decisions on proposed suspensions of 14 days or less or other adverse actions.

18.4 The Employer agrees that any letter of disciplinary or adverse action shall inform the employee of his right to representation by the Union.

18.5 The employee may represent himself or be represented only by the Union when the action is processed under the negotiated grievance and arbitration procedure. If the employee elects to be represented by the Union, such designation will be in writing; and the Employer will send copies of all subsequent correspondence addressed to the employee to the Union representative.

18.6 Disciplinary and adverse actions will be taken only for such cause as will promote the efficiency of the service. Grievances resulting from such actions will be filed with the State Director as a formal grievance.

18.7 When the Employer initiates a disciplinary or adverse action based on information developed administratively by himself or personnel reporting to him, he will initiate the action in a timely manner. Timely is defined as sixty (60) calendar days or less, and the sixty (60) calendar days will begin on the date the Employer receives the final information on which he relies to support the action. This section specifically does not apply to disciplinary or adverse actions based in whole or in part on reports from organizations outside the control of the Employer.

ARTICLE 19 - CONTRACTING OUT

19.1 The Employer shall advise the Union, if possible, at least ten (10) days in advance of its intention to solicit bids for contracting work, when such action could result in the reduction in force or demotion of any employee. Such advice will explain the reasons for action, and will provide the Union an opportunity to comment. The Employer will consider any comment and shall advise the Union of its decision.

ARTICLE 20 - PRINTING AND DISTRIBUTION OF THE AGREEMENT

20.1 The Employer will reproduce and distribute copies of the approved Agreement and Supplements and amendments thereto as follows:

(a) One copy to each employee, including new employees. As a part of the Orientation process, new employees will be informed of the Union's exclusive recognition and provided with a Union supplied list of officers and stewards.

(b) Thirty-five (35) copies to the Union.

ARTICLE 21 - EFFECTIVE DATE AND DURATION OF AGREEMENT

21.1 The effective date of this Agreement is the date of approval by the Director of Personnel, United States Department of Agriculture. The termination date of this Agreement is three (3) years from the date of signing by the two parties to this Agreement. Either party may give written notice to the other party thirty (30) days preceding the first and second anniversary of the approval date of its desire to amend or modify certain Articles of this Agreement. When such notice is provided, the party or parties will furnish the other party a copy of proposed changes. Negotiations will start within thirty (30) calendar days thereafter. Negotiations will be restricted to only those Articles and changes so identified in advance.

21.2 Either party may give written notice to the other party not more than one hundred five (105) nor less than sixty (60) days prior to the termination date of this Agreement for the purpose of re-negotiating this Agreement. The present Agreement will remain in force and effect during the re-negotiation of said Agreement, until such time as a new Agreement is approved.

21.3 If neither party serves notice to re-negotiate this Agreement, the Agreement shall be automatically renewed for a three-year period, subject to the provisions of this Article.

IN WITNESS WHEREOF the parties hereto have caused this Basic Labor-Management Relations Agreement to be executed on this 14th day of May, 1981.

For Farmers Home Administration	For American Federation of Government Employees, Local 3499
______________________________	______________________________
State Director Denver, Colorado	Local President Denver, Colorado

MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT OF AGRICULTURE AND THE AMERICAN
FEDERATION OF GOVERNMENT EMPLOYEES

This Memorandum of Understanding is between the Department of Agriculture, hereinafter referred to as USDA, and the American Federation of Government Employees, hereinafter referred to as AFGE.

I. It is agreed that this Agreement is subject to and governed by CSRA.

II. The individual employee of the USDA who is a member of the AFGE and included within an exclusive unit shall obtain his/her SF-1187, REQUEST AND AUTHORIZATION FOR VOLUNTARY ALLOTMENT OF COMPENSATION FOR PAYMENT OF EMPLOYEE ORGANIZATION DUES, from AFGE and shall file it with the designated AFGE representative, who will forward it to the Personnel Office of the Agency. In those cases wherein management and the union disagree regarding the eligibility of an employee for dues withholding, both parties acknowledge that such representation disputes are the sole function of the FLRA and accordingly agree that the dues of such an employee shall be placed in an escrow account pending an appropriate Authority determination. The employee shall be instructed by AFGE to complete Part A and Part B. No other number must appear in the block provided as “identification Number” except the employee’s Social Security Number.

III. Deductions will be made each pay period by the USDA and remittances will be made each pay period to the National Office of the AFGE. Remittances shall be accompanied by a computer tape, one for each pay period, by Locals, showing the names of the member employees from whose pay dues were withheld, the amount withheld, the code number of the Local to which each employee member belongs, social security number, and will be summarized to show the number of members for whom dues were withheld, total amount withheld, and the amount due the Local. Each tape will also include the name of each employee member for that Local who previously made an allotment for whom no deduction was made whether due to leave without pay or other cause. Such employee shall be designated with an appropriate explanatory term.

IV. It is agreed that Part A of SF-1187, including the insertion of code numbers of the AFGE (52) and the appropriate Local number, will be executed by the Financial Officer of the Local to which the employee member belongs or by the National Secretary-Treasurer of the AFGE, if the member is a member-at-large. The amount so certified shall be the amount of the regular dues (exclusive of initiation fees, assessments, back dues, fines and similar charges and fees). One standard amount for all employees or different amounts of dues for different employees may be specified. If there should be any change in the dues structure or amount, a blanket authorization listing each employee’s name and social security number, and the amount of dues to be withheld will be submitted to the appropriate payroll office. The listing will be identified by labor organization and Local codes. Only one such change may normally be made in any period of twelve consecutive months for a given Local.

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

(1) as of the beginning of the first full pay period following receipt of notice that exclusive recognition has been withdrawn;

(2) at the end of the pay period during which an employee member is separated from the USDA;

(3) at the end of the pay period during which the payroll office receives notice from the AFGE or a Local of the AFGE that the employee member has ceased to be a member in good standing;

(4) effective September 1, 1979, and each September 1 thereafter for all allotments in effect as of September 1, 1978.

(5) on the annual anniversary date of each allotment completed after September 1, 1978.

VI. The USDA payroll office will send to the National Financial Officer of the AFGE a copy of each written revocation of an authorization which it receives. Revocation must be submitted to the appropriate Local in writing over the signature of the member on the Standard Form 1188 and must be submitted to the appropriate Personnel Office not earlier than the first day of the month prior to the annual date upon which revocation may be effected in accordance with the above.

Agreed to on the 15th day of January, 1979, and as amended by FLRA decision No. O-PS-1 on April 19, 1979.

____________________ Director of Personnel US Department of Agriculture	____________________ National President American Federation of Government Employees

6/22/79
Date

Notice and Agreement

The Board of Directors for the state of Colorado, representing the Farm Service Agency (FSA), Rural Development (RD) and the Natural Resource Conservation Service (NRCS) accept the common policies as negotiated by the Tri Agency Coordinated Partnership Council.

The common policies are <u>Limited Personal Use Of Government Office Equipment Including Information Technology; The Merit Promotion Plan, and Employee Recognition</u> will apply to all employees of each of the three Agencies.

The Board of Directors agrees to review the common policies with council at the end of 1 year from the date of the agreement.

The date of the Agreement is March 6, 2000.

FOR:
USDA-Rural Development Colorado

____

State Director

FOR:
USDA-Farm Service Agency Colorado

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State Executive Director

FOR:
USDA-Natural Resource Conservation Service
Colorado

____
State Conservationist

AMENDMENT TO
LABOR-MANAGEMENT RELATIONS AGREEMENT
BETWEEN
FARMERS HOME ADMINISTRATION
U. S. DEPARTMENT OF AGRICULTURE
COLORADO
AND
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
(AFL-CIO) LOCAL 3499

WHEREAS, the parties hereto mutually agreed on May 14, 1983 to a Labor Management Relations Agreement effective June 12, 1981,

WHEREAS, Public Law 97-221 and FmHA Instruction 2051-G authorized the use of compressed work schedules,

WHEREAS, the parties hereto desire to incorporate compressed work schedules in Colorado as approved by the Administrator of Farmers Home Administration,

NOW, THEREFORE, the parties agree as follows:

The referenced Labor-Management Relations Agreement shall be amended to add to Article 10 - HOURS OF WORK AND TOURS OF DUTY the following:

10.6 Compressed Work Schedules

a) Compressed work schedules for eligible employees and offices may be approved in accordance with FmHA Instruction 2051-G and FmHA Colorado Administrative Notice No. 14 (2051-G) dated August 2, 1983 hereby incorporated by reference. This Colorado Administrative Notice will be incorporated in Colorado Instruction 2051-G.

b) Compressed work schedules will be authorized for the duration of authorizing legislation or until revocation when mutually agreed to through negotiations.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the Basic Labor-Management Relations Agreement to be executed on this second day of August, 1983.

FOR:
USDA - Farmers Home Administration
Colorado

____
State Director
Denver, Colorado

FOR:
American Federation of Government
Employees, Local 3499

____
Local President
Denver, Colorado

AMENDMENT TO
LABOR-MANAGEMENT RELATIONS AGREEMENT
BETWEEN
RURAL DEVELOPMENT
FORMALLY KNOW AS FARMERS HOME ADMINISTRATION
U.S. DEPARTMENT OF AGRICULTURE
COLORADO
AND
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
(AFL-CIO) LOCAL 3499

WHEREAS, the parties here to mutually agreed on June 3, 1999 to a Labor-Management Relations Agreement Effective June 12, 1981,

WHEREAS, National Policy authorized the use of a Work Schedule Plan.

WHEREAS, the parties hereto desire to incorporate a temporary work schedule plan, in Colorado for Rural Development Employees until a joint and final work schedule plan can be established for both Rural Development, Farm Serve Agency and the Natural Resources Conservation Services employees. The Agency, agrees to negotiate any changes to the work schedule before implementing any new work schedule. The Agency, agrees to provide the Union with a written explication clearly outlining any proposed changes and this will be done 30 days in advance of the proposed implementation date which will provide the Union with an opportunity to bargain over changes in conditions of employment.

NOW, THEREFORE, the parties agree as follows:

The referenced Labor-Management Relations Agreement shall be amended to add to Article 10-HOURS OF WORK AND TOURS OF DUTY the following:

10.7 WORK SCHEDULE PLAN

INTRODUCTION AND PURPOSE

This Work Schedule Plan shall apply to all Rural Development employees in Colorado.

To establish a Family Friendly Workplace which enables Rural Development to meet its mission needs while allowing employees sufficient flexibility to meet both work and family needs. Management benefits by improved employee effectiveness and morale while giving employees more control over their lives.

Maxiflex alternative work schedules will be used for the purpose of improving productivity and providing a greater service to the public. Maxiflex alternative work schedules enable managers and supervisors to meet their program goals and at the same time allow employees to be more flexible in scheduling their activities.

Although this Work Schedule Plan is for agency and employee mutual benefit, office coverage and customer service are still our top priorities. There is a management understanding that all employees will coordinate with one another to provide the maximum office coverage possible for Rural Development programs.

DEFINITIONS

The following definitions of terms used in this agreement shall apply to:

(a) Agency - Rural Development Mission Area agencies, (Rural Business Cooperative Service, Rural Housing Service, Rural Utilities Service).

(b) Maxiflex Schedule-A type of flexible work schedule that contains core hours on 10 or fewer work days in the bi-weekly pay period and in which a full-time employee has a basic work requirement of 80 hours for the bi-weekly pay period. Employees may vary the number of hours worked on a given workday or the number of hours each week within the established hours for the agency (which are 6 a.m. to 6 p.m., during your regularly scheduled tour of duty which may include Saturday and Sunday). Established work hours may extend beyond 6 p.m. to accommodate night meetings. If night meetings are known prior to the work week, you may flex your schedule and be given night differential without supervisory approval

(c) Start Time- The approved time which the employee should be at work on any scheduled work day,

(d) Core Hours - The designated hours during which all full-time employees must be present during their normal tour unless on approved leave, scheduled lunch period, or at a night meeting.

(e) Official Hours - The hours when an office is open for business.

(f) Credit Hours - Those hours within a flexible-work schedule that an employee elects to work without supervisory approval in excess of his /her basic work requirement for that day to extend a work day or work week. They are distinguished from overtime hours in that they are not officially ordered and approved in advance by management.

(g) Compensatory Time - Time off on an hour for hour basis in lieu of overtime pay.

(h) Overtime - Work in excess of an employee's regularly scheduled work day or 80 hours in a bi-weekly pay period, ordered in advance by management and performed in addition to an employee's basic work requirement.

(i) Fleximeal - A 30, 45, or 60 minute meal period requested by the employee and approved by their supervisor.

(j) Break - Rest period of 15 minutes.

(k) Holidays - Days or hours in which agencies are closed due to the occurrence of a legal public holiday or when ordered by Federal statute or Executive Order.

(l) Split Shift - Breaks In working hours of more than one hours in a work day to divide an employee's day into 2 portions.

(m) Night Differential- 10% of your basic pay for work performed between 6 p.m. and 6 a.m. Monday through Friday, and all day on Saturday. Night differential is only paid when management schedules the specific day and hours of night work before the beginning of the work week.

(n) Sunday Work - Non overtime work performed by a full time employee during a regularly scheduled tour of duty that entitles employee to pay at his/her rate of basic pay plus premium pay of 25% of rate of basic pay. Regular time worked on a tour which begins or ends between the hours of midnight Saturday through 6 a.m. Sunday and/or 6 p.m. through midnight Sunday may result in base pay plus 35%; however, paid leave taken during the pay period can affect differential pay for night and Sunday work. Since these situations will be rare, the Human Resources Section will advise on a case-by-case basis.

POLICY

- A Maxiflex work schedule is the standard for the Agency. This policy is for implementation of Maxiflex, which provides a full range of work schedules to Rural Development employees.

- Official hours are normally 7:30 a.m. to 4:00 p.m. or 8:00 a.m. to 4:30 p.m.

- Core hours are normally 9:00 a.m. to 2:30 p.m.

- Meetings and Training- It is the policy that meetings or training will be scheduled to avoid travel on Saturdays or Sundays when it's within administrative control of the agency.

- Each employee is allowed two (2) paid breaks; one break during the middle of the first time period (A.M.) and one break during the middle of the second time period (P.M.) of each basic work day. These breaks will be limited to fifteen (15) minutes each.

- Under no circumstances will an employee work on a Holiday without prior approval from the State Director.

-If a holiday falls on an employee's non-workday, except for holidays falling on a Sunday non-workday, the employee's preceding workday will be designated "in lieu of' holiday.

(1) Maxiflex Schedule

(a) Hours an employee works under a Maxiflex schedule are to be established with each employee's supervisor or their designee prior to the beginning of the pay period.

(b) A 30, 45 or 60 minute fleximeal period is requested by the employee and approved by the supervisor. The lunch period is between 11:00 a.m. to 1:30 p.m. This period may be changed due to the nature of the work.

(c) Under Maxiflex, work schedules may vary. For example, an employee may work a traditional 8 hour, 5 day workweek, a 5-4/9 bi-weekly schedule, a 4-10 hour day work week, or other schedules as approved for the good of the employee and agency.

(d) Full-time employees may accumulate a balance of no more than 24 credit hours at any given time. Total work hours (regular, credit, leave) will not exceed 12 hours per work day without approval from the employee's supervisor.

(e) Part-time employees are limited on a pro-rata basis and may accumulate an amount of credit hours equal to one-fourth of ills or her bi-weekly work requirements.

(2) Credit Hours

(a) Credit hours may not be earned for travel.

(b) Credit hours may be earned in the following manner:

(i) 15 minute increments;

(ii) On scheduled work days between 6 a.m.- 6 p.m.

(c) Credit hours may be carried over to the next leave year.

If an employee transfers to another agency or separates, the employee is paid for their balance of credit hours at the employee's base hourly rate.

An employee requesting to use credit hours must obtain advance authorization on an SF-71, Application for Leave.

The immediate supervisor has the authority to approve or deny the taking of credit hours based on the same criteria as annual leave, i.e., workload and work requirements.

(3) Responsibilities

(a) Supervisors

(i) Approve or disapprove a long term change to a regular work schedule submitted by the employee.

(b) Employees

(i) Submit a regular work schedule in writing to his/her supervisor for approval. This schedule will remain in effect until the employee submits a new schedule in writing to his/her supervisor and receives approval.

(ii) Observe designated duty hours and be punctual in reporting for work and returning from lunch.

(iii) If you are requested to attend a night meeting on the same day it will be held, you must contact your supervisor for approval for overtime/comp time. If the meeting is known prior to the work week you can flex your schedule and be given night differential. However, you cannot split your shift.

(iv) Office coverage will need to be coordinated with all employees in an office.

(4) Holiday Pay

A full-time employee on a Maxiflex work schedule is entitled to a maximum of 8 hours of holiday pay for that day t regardless of the employee's tour for that day.

A part-time employee is only given holiday pay for the actual hours scheduled on the holiday not to exceed 8 hours.

An intermittent employee is not eligible for holiday pay.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the Basic Labor-Management Relation Agreement to be executed on this Third day of June, 1999.

FOR: USDA-Rural Development Colorado ________________________ State Director	FOR: American Federation of Government Employees, Local 3499 ________________________ Executive President

June 3, 1986

Redacted
Special Representative, AFGE Local 3499
5001 South Washington
Englewood, Colorado 80110

RE: Union Grievance - Settlement Agreement

Dear *Redacted:*

As a result of a union grievance filed by AFGE Local 3499, representatives of the parties met for the purpose of settling the grievance in lieu of arbitration. The language of a portion of Article 11 of our agreement is in dispute. We have agreed that it shall be the policy and practice that all vacancies will be posted regardless of the method used to fill the position(s). This procedure will be used unless or until changed by negotiation.

Redacted
State Director

The union has agreed to withdraw its grievance as a result of this settlement.

6/4/86
Redacted
Special Representative, AFGE Local 3499

AMENDMENT TO
LABOR-MANAGEMENT RELATIONS AGREEMENT
BETWEEN
FARM SERVICE AGENCY & RURAL DEVELOPMENT
FORMERLY KNOWN AS FARMERS HOME ADMINISTRATION
U.S. DEPARTMENT OF AGRICULTURE
COLORADO
AND
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
(AFL-CIO) LOCAL 3499

Whereas, the parties here to mutually agreed on June 29, 1999 to a Labor -Management Relations Agreement effective June 12, 1981

WHEREAS, National Policy Authorized the use of a PASS FAIL PERFORMANCE APPRAISAL SYSTEM

WHEREAS, the parties hereto desire to incorporate a change in the Performance Appraisal System, in Colorado for The Farm Service Agency and Rural Development employees. The Agencies, agrees to negotiate any changes and this will be done 30 days in advance of the proposed implementation date, which will provide the Union with an opportunity to bargain over changes in conditions of employment.

NOW, THEREFORE, the parties agree as follows:

The referenced Labor-Management Relations Agreement shall be amended to add to Article 13-PERFORMANCE APPRAISAL the following:

13.3 PASS/FAIL PERFORMANCE MANAGEMENT SYSTEM

INTRODUCTION AND PURPOSE

This Pass/Fail Performance Management System shall apply to all Farm Service Agency Employees Both Federal and County and the employees of Rural Development as outlined in the Performance Management Handbook. (Which becomes a part of the agreement dated June 12, 1981)

It is Understood and agreed to the following additions and Changes to the Pass/Fail Handbook.

All employees should view the video of the satellite training session that was aired January 27, 1999. (This video must be maintained for new employees and for review purposes.)

Page 12 - When an employee who has occupied a position for at least 90 days leaves that position, the supervisor or rating official should prepare feedback comments on the employee's performance and forward them to the new supervisor /rating official with a copy of the comments provided to the employee.

Every employee will receive a copy of the "Performance Management Handbook"

Page 5 - Reviewing officials will offer Union Representation to all bargaining unit employees when concurring in a "Results Not Achieved" rating and when resolving differences between bargaining unit employees and Rating Officials. The notice to Union representation will be provided to all employees, bargaining and non-bargaining.

Page 5 and 6 - Rating Officials and employees are expected to have an "open Mind" in carrying out their responsibilities.

Any adverse actions as a result of the performance management process must be handled in accordance with Article 16 of the Labor-Management Relations Agreement dated June 12, 1981, which represents The Farm Service Agency and Rural Development which was formerly Farmers Home Administration.

AFGE Local 3499, reserves the right to negotiate Performance Management Program Policy SSBD 4140-01, Section 10, "Linkage of Ratings of Record to Other Personnel Actions" item (4) "Reduction in Force" in its entirety prior to any RIF being conducted.

This agreement will be filed with the Performance Management Program Policy SSBD 4140-01 and the Performance Management Handbook (supplement to SSBD 4140-01).

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the Basic Labor Management Relations Agreement to be executed on this 29 day of June 1999.

FOR:
USDA - Rural Development
Colorado

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State Director

FOR:
American Federation of Government
Employees, Local 3499
USDA - Rural Development Colorado

____
Local President
Denver, Colorado

FOR:
USDA - Farm Service Agency
Colorado

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State Executive Director

FOR:
American Federation of Government
Employees, Local 3499
USDA-Farm Service Agency Colorado

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Vice President, Farm Service Agency

FOR:
American Federation of Government
Employees, Local 3499

____

Vice President, Rural Development

AMENDMENT TO
LABOR-MANAGENENT RELATIONS AGREEENT
BETWEEN
FARM SERVICE AGENCY & RURAL DEVELOPMENT
FORMERLY KNOWN AS FARMERS HOME ADMINISTRATION
U.S. DEPARTMENT OF AGRICULTURE
COLORADO
AND
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
(AFL-CIO) LOCAL 3499

WHEREAS, the parties hereto mutually agreed on August 10, 2001, to an amendment to the Labor-Management Relations Agreement dated May 14, 1981 and effective June 12, 1981.

WHEREAS, it is in the best interest of the Agencies to authorize the use of a "Common Policy" between agencies, herein referred to as PREVENTIVE HEALTH SERVICES.

WHEREAS, the parties hereto desire to incorporate a change in the Area known as Leave in the State of Colorado for the Farm Service Agency (FSA), and the Rural Development (RD).

NOW, THEREFORE, the parties agree as follows:

The referenced Labor-Management Relations Agreement shall be amended to add to Article 12-LEAVE, 12.3 Preventive Health Services Leave.

> Employees with less than 80 hours of accrued sick leave should be granted up to 4 hours of excused absence each year to take advantage of screening and prevention programs. We encourage the use of existing work schedule flexibilities so that all employees can take advantage of screenings and other preventive health care measures, without loss of pay or charge to leave. Attendance at USDA and agency sponsored onsite health events continues to be considered hours of work.

INTRODUCTION AND PURPOSE

The Preventive Health Services Policy changes shall apply to all Farm Service Agency Employees, both Federal and County, and the employees of Rural Development (which becomes a part of the agreement dated May 14, 1981).

It is understood and agreed that the following additions and changes in this attached Article have been agreed to by both Agencies within the state of Colorado and represents the Preventive Health Services Leave to be used by the two Agencies.

This amendment, is non-precedent setting, with respect to future issues, in that each Agency (FSA & RD) may choose to bargain some issues separately.

All current employees will receive a copy of the Preventive Health Services-negotiated common policy. All new employees will receive a copy of the Labor Management Agreement including all amendments.

A copy of this Memorandum of Understanding and Questions and Answers will be attached to the Labor-Management Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the Basic Labor Management Relations Agreement to be executed on this 10th day of August 2001.

FOR:
USDA-Rural Development
Colorado

____

State Director

FOR:
American Federation of Government
Employees, Local 3499
USDA - Rural Development Colorado

____

Executive President

FOR:
USDA-Farm Service Agency
Colorado

____

State Executive Director

FOR:
American Federation of Government
Employees, Local 3499
USDA-Farm Service Agency Colorado

____

Vice President, Farm Service Agency

FOR:
American Federation of Government
Employees, Local 3499
USDA Rural Development-Colorado

____
Francis Krogh
Vice President, Rural Development

SUBJECT: USDA Smoking Policy **DATE**: October 19, 2000

TO: USDA Employees
645 & 655 Parfet Street
Lakewood, Colorado

Federal agencies have been mandated by congress to implement a smoking policy in federally leased buildings. A smoking committee was recently formed by representatives from each agency, including smokers, nonsmokers, and union representatives. This committee was charged with reviewing, updating, and developing a smoking policy that best met everyone's needs and desires.

Attached is a copy of the revised Smoking Policy that has been approved by the Board of Directors (BOD) and is effective immediately. Each employee is asked to carefully review and adhere to this policy. This policy has full support from the Board of Directors, and all employees are expected to adhere to this policy without exception. Supervisors are strongly encouraged to enforce this policy as appropriate.

____________________________	________________________
State Conservationist Natural Resources Conservation Service	State Director Rural Development
____________________________	________________________
State Statistician Colorado Agricultural Statistics Service	State Executive Director, acting Farm Service Agency

USDA SMOKING POLICY

645 & 655 Parfet Street
Lakewood, Colorado

Cigarette receptacles will be provided for all designated smoking areas as noted below: Signs will be posted at all “Non-Smoking” areas.

Designated Smoking Areas:

1. South Breezeway Entrance (next to security guard)
2. Southwest Entrance

Prohibited Smoking Areas:

1. Inside any part of the building
2. East Employee Entrance
3. North Breezeway Visitor Entrance
4. Stairwell Exit areas
5. West loading dock exit

During public meetings, meeting leaders are encouraged to announce the above designated smoking areas.