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PREAMBLE

Pursuant to the policy set forth by the Federal Service Labor-Management Relations Statute, Chapter 71, Title 5 of the U.S. Code hereinafter referred to as the Statute, regarding the following articles of this Collective Bargaining Agreement, hereinafter referred to as the AGREEMENT, together with any subordinate amendments, constitute a total agreement, by and between the PARTIES, who are the United States Department of Agriculture, Rural Development, Oregon, hereinafter referred to as the EMPLOYER, and the National Federation of Federal Employees, Federal Lodge 7, (NFFE FL-7) of the International Association of Machinists and Aerospace Workers (IAMAW), hereinafter referred to as the UNION, for the employees in the bargaining unit, hereinafter referred to as the EMPLOYEES.

This Agreement is entered into pursuant to the Certificate of Representation dated August 12, 1973 and the successorship Agreement dated May 31, 1996.

This Agreement defines certain roles and responsibilities of the parties, and states policies, procedures, and methods that govern working relationships between the parties. They have entered into the Agreement primarily for the following reasons:

- a. To improve labor management relations by providing employees an opportunity to participate in the formulation and implementation of personnel policies and procedures.
- b. To facilitate the collective bargaining process and the adjustment of grievances.
- c. To provide for systematic labor management cooperation.
- d. To promote the highest degree of efficiency and responsibility in the mutual accomplishment of agency objectives.

The parties agree as follows:

ARTICLE 1 - RECOGNITION AND UNIT DESIGNATION

1-1 RECOGNITION. The Employer recognizes that the Union is the exclusive representative of all employees in the bargaining unit described below as "included".

a. Included. All full time, temporary and part time non-professional employees of Rural Development in the State of Oregon.

b. Excluded. Professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

ARTICLE 2 - DEFINITIONS

The following definitions for the terms used in this Agreement shall apply:

- a. Adverse Action. Refers to a removal, suspension for more than 14 days, reduction in grade or pay, or furlough of 30 days or less, taken under Title 5, U.S.C. 7512 (Adverse Actions), or Title 5, U. S. C. Chapter 4303 (Unacceptable Performance).
- b. Amendments. Modifications of the basic Agreement to add, delete, or change portions, sections, or articles of the Agreement.
- c. Authority. The Federal Labor Relations Authority as established by the Civil Service Reform Act of 1978.
- d. Days. Means calendar days unless otherwise stated. If a non-statutory due date falls on a Saturday, Sunday, or holiday, the next official workday will be considered the due date.
- e. Disciplinary Action. Refers to a letter of reprimand, or a suspension for 14 days or less, as outlined in Title 5, U.S.C. 7503(a).
- f. Discuss/Discussion. Refers to a verbal or written communication between the parties for the purpose of obtaining each other's views on matters of appropriate concern to employees. Discussions shall in no way nullify or abrogate the right of the parties to negotiate a new policy or a change to an existing policy.
- g. Emergency Situation. A situation which poses sudden, immediate, and unforeseen work requirements for the Employer as a result of natural phenomena or other circumstances beyond the Employer's reasonable control or ability to anticipate.
- h. Employee. A member of the bargaining unit described in Article 1.
- i. Formal Discussion. Any formal discussion between one or more representatives of the Employer and one or more employees in the bargaining unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment.
- j. Grievance. Grievance means any complaint (a) by any employee concerning any matter relating to the employment of the employee; (b) by any labor organization concerning any matter relating to the employment of any employee; or (c) by any employee, labor organization, or agency concerning the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or, any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.

- k. Impasse. The ability of the representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters through the bargaining process.
- l. Management Official. An individual employed by the employer in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency.
- m. Negotiation. Bargaining by representatives of the Employer and the Union on appropriate issues relating to conditions of employment, working conditions, and personnel policies and practices, with the view toward arriving at a mutually acceptable agreement.
- n. Negotiability Dispute. A disagreement between the parties as to the negotiability of an item.
- o. Partnership. A formal relationship between the parties formed for the purposes of identifying problems and crafting solutions to better serve all customers.
- p. Supervisor. An individual employed by the employer 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.
- q. Supplements. Additional articles negotiated during the term of the basic Agreement, to cover matters not covered by the basic Agreement.
- r. Union-Management Meetings. Meetings which are held for communication and exchange of views.
- s. Union Official and/or Representative. Any representative of the Union, including national and international representatives designated by the Union, and the duly-elected or appointed officials of the NFFE, FL7, IAMAW, including Stewards and Officers.
- t. Weingarten Interview. Any examination of an employee in the unit by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against him/her; and, the employee requests Union representation.

ARTICLE 3 - MANAGEMENT RIGHTS

3-1 GOVERNMENT REGULATIONS. In the administration of all matters covered by this Agreement, the parties and the employees are governed by laws, government-wide rules, and regulations.

3-2 RIGHTS RETAINED. The Employer retains the management rights as provided by Section 7106 of the Statute:

a. Subject to subsection b., nothing in this chapter shall affect the authority of any management official:

- (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, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against 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 the Employer and the Union from negotiating:

- (1) at the election of the Employer, 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 Employer 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.

3-3 NONABRIDGEMENT. The provisions of this article shall not nullify or abridge the rights of employees or the Union to grieve or appeal the exercise of the management rights set forth in this article through appropriate channels. In addition, the right to bargain over the impact of any decision involving a retained right, and the right to negotiate procedures for implementing such decisions, shall not be abridged by anything in this article.

ARTICLE 4 - EMPLOYEE RIGHTS

4-1 **UNION MEMBERSHIP.** Employees in the bargaining 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's 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 Statute, the grievance procedure, or any other available procedure for redressing wrongs to an employee.

4-2 **INFORMING EMPLOYEES.** The Employer and the Union shall mutually conduct informative sessions relative to the effective administration of this Agreement. While respecting formal discussion rights, this does not bar either party from unilaterally conducting informative discussions with employees.

The Employer shall take such action consistent with law or regulation, as may be required, in order to inform employees of their rights and obligations, as prescribed in the Statute and this Article.

4-3 **NON DISCRIMINATION.** 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, disability, lawful political affiliation, sexual orientation, familial status, or other non-merit factor.

4-4 **ACCOUNTABILITY.** The Employer affirms the right of an employee to conduct his or her private life as he or she deems fit; and to engage in outside activities and undertakings of his or her own choosing, as long as the conduct, activities, or undertakings of the employee are in accordance with U.S. Department of Agriculture, Rural Development, and government-wide regulations governing employee responsibilities, conduct and political activities.

4-5 **REPRESENTATION.** The Union is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to labor organization membership.

ARTICLE 5 - UNION RIGHTS AND REPRESENTATION

5-1 RECOGNITION. The Employer recognizes that the Union has the exclusive right to represent all employees in the bargaining unit in negotiations with the Employer, with regard to all matters affecting conditions of employment. The Employer agrees to respect the rights of the Union. When either party proposes new and/or changes to personnel policies, practices and working conditions, both parties will meet within a reasonable time for the purposes of information sharing and discussion.

- a. If the matter is negotiable, the parties shall negotiate on the matter.
- b. If the Employer asserts that a matter is non-negotiable, the Union will deliver a "Request for Negotiability Determination" to the Employer or will waive their rights to bargain within ten (10) calendar days after the receipt of the Employer's notice. Failure by the Union to act shall be construed as a waiver of their rights to bargain.
- c. If the matter is before the Federal Labor Relations Authority on a Negotiability Appeal, or before the Federal Services Impasses Panel, the Employer shall delay implementation until the matter is resolved by the Authority or the Panel. While awaiting decision on the matters in dispute, the parties shall negotiate on the impact and implementation of the matter.

5-2 REPRESENTATION OF EMPLOYEES. As the exclusive representative of all employees in the bargaining unit, the Union shall be given the opportunity to be represented at:

- a. Formal discussions – any formal discussion between one or more representatives of the Employer and one or more employees in the bargaining unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or
- b. Weingarten interviews – any examination of an employee in the bargaining unit by a representative of the Employer in connection with an investigation if (i) the employee reasonably believes that the examination may result in disciplinary action against the employee, and (ii) the employee requests representation.

5-3 SURVEYS. As the exclusive representative of all employees in the bargaining unit, the Union is entitled to be the sole spokesperson for this group of employees. Whenever Management decides to survey employees, an advance copy will be provided to the Vice-President or Chief Steward of the Union seven calendar days, when practical, before distribution.

5-4 WORKING GROUPS. The Employer shall refrain from unilaterally forming working groups composed of both one or more members of management and one or more members of the bargaining unit for the purpose of discussing changes in working conditions. If the Employer wishes to form such a group, it shall propose the idea to the Union with the purpose of the group and the groups anticipated duration. The Union will decide if there shall be bargaining unit representation in the group, and who shall be the bargaining unit members in the group. The decisions of such a group shall be the subject of Impact and Implementation bargaining if they relate to working conditions and the Employer chooses to implement them. Nothing shall preclude the Employer from creating working groups which include bargaining unit employees and which discuss matters other than working conditions.

5-5 RECOGNITION OF UNION OFFICIALS. The Employer will recognize the officers and officials designated by the Union including the Vice-President, Chief Steward and other Stewards. The Union shall supply the Employer, and maintain on a current basis, a written list of Union officers and officials. The Employer shall distribute to each office one copy of the list of Union officers, officials, and stewards for posting on an official Union bulletin board.

5-6 NATIONAL REPRESENTATIVES. On notice from the Union, the Employer will recognize representatives of the Union's National Office. The Union shall provide notice to the Employer of visits to be made by representatives of the National Office.

5-7 UNION-MANAGEMENT MEETINGS. The parties agree to meet to communicate and exchange points of view on any subject affecting bargaining unit employees. Normally there will be two such meetings each year. By mutual consent, other meetings may be called to discuss matters of mutual concern.

5-8 DUES. Union dues may be revoked by an employee only once a year unless the employee leaves the agency. This is in accordance with Sections 7, 8 and 9 of Appendix B of this Agreement.

ARTICLE 6 - STEWARDS

6-1 RECOGNITION. The Employer will recognize three Stewards. In addition, the Employer will recognize one Vice-President or Chief Steward. The Union will notify the Employer in writing of the persons designated to be Stewards and Vice-President/Chief Steward. The Union will keep the Employer currently informed, in writing, of any changes in these designations. The Stewards and Vice-President/Chief Steward shall be recognized as bargaining unit employees, covered by the provisions of this Agreement, and as representatives of other bargaining unit employees.

6-2 RESPONSIBILITIES. In order to assure that each employee shall have access to representation, Stewards and the Vice-President/Chief Steward may speak with any group of bargaining unit employees or supervisors as necessary to fulfill their representational functions. The Vice-President/Chief Steward may substitute for a Steward in the absence of the Steward. For further details on official time see Article 27.

6-3 REPRESENTATION PROCEDURES. The Stewards and the Vice-President/Chief Steward may receive and investigate employee's complaints and grievances during duty hours. Reasonable official time will be afforded by the Employer for this purpose, but the Union is expected to be judicious in the time spent on such matters. Whenever possible, the Stewards and the Vice-President/Chief Steward will conduct their business by telephone. For further details on official time see Article 27.

ARTICLE 7 - NEGOTIATIONS

7-1 MANNER. Both parties to this Agreement have the responsibility of conducting negotiations and other dealings in good faith and in such manner as will further the public interest. The Employer agrees to give adequate notice, except in emergency situations, to the Union of its proposal to change or create a personnel policy, practice, or working condition so that negotiations can occur on the proposed change, or on its impact and implementation. Negotiations will be handled as follows:

- a. Each team will consist of an equal number of members.
- b. A Chairperson and Alternate Chairperson will be designated in writing for each negotiating committee. The Chairperson of each will speak for the respective committee. Other members may speak with the approval of the Chairperson.
- c. Names of the members on each negotiating committee will be exchanged by the parties in writing no later than seven (7) days prior to the beginning of negotiations. Any changes regarding committee membership will be submitted to the other party no later than one (1) day prior to the next negotiating session.
- d. Employees negotiating during regular duty hours on behalf of the Union shall be on official duty time.
- e. When the parties to the Agreement cannot agree on a negotiable matter and an impasse has been reached, the item shall be set aside. After all negotiable items on which agreement can be reached have been disposed of, the parties shall again attempt to resolve any impasses. Either or both parties may seek the services of the Federal Mediation and Conciliation Service. When the mediation services do not resolve the impasse, either party may seek the services of the Federal Service Impasses Panel.
- f. When the Employer believes that a matter is non-negotiable, it will immediately advise the Union. The Union has the right to appeal to the Federal Labor Relations Authority in accordance with the regulations of the authority and Section 7117 (a) and (b) of the Statute.

7-2 SCOPE OF NEGOTIATION. Subjects appropriate for negotiation between the parties are personnel policies and practices and other matters relating to or effecting working conditions of employees within the bargaining unit. Additionally, to the extent required by law, case law and government-wide regulation, the Employer also agrees to negotiate with the Union on any new personnel policies, practices, or matters affecting working conditions prior to implementation if they are negotiable. If the policy itself is not negotiable, its impact upon the employees and procedures for implementing the change will be negotiated.

7-3 NOTIFICATION OF CHANGE IN WORKING CONDITIONS. The parties agree that this Agreement encompasses the interests at the time of negotiations. The parties recognize that changes will regularly occur in the workplace. When changes occur, the parties will be governed by the following provisions. To the extent it is within the Employer's control, the Employer will provide notification to the Union within 15 working days of an anticipated implementation date and changes in conditions of employment involving bargaining unit employees. If the Union wishes to negotiate on the proposed changes, it will notify the Employer within 10 days after receipt of the Employer's notice.

7-4 MID-CONTRACT AND IMPACT BARGAINING. Mid-contract and impact bargaining sessions between representatives of the Employer and the Union shall be conducted on official time with travel and per diem as authorized. Mid-contract bargaining is intended to refer to bargaining that occurs during the life of this Agreement and is occasioned by changes to working conditions. Mid-contract bargaining is not intended to alter the terms of this Agreement. Such bargaining is considered a part of the Union's duty to represent employees during the life of the Agreement.

7-5 PAST PRACTICE. The parties agree that as of the effective date of this Agreement, all past practices that conflict with the terms of this Agreement are null and void. Those privileges of and restrictions on employees which by custom, tradition, and known past practice have become an integral part of their working conditions shall continue unless:

- a. They are contrary to law and regulation.
- b. They conflict with the term of this Agreement.
- c. The parties mutually agree to end the past practice.

ARTICLE 8 - GRIEVANCE PROCEDURE

8-1 COMMON GOAL. The Employer and the Union recognize the importance of settling grievances promptly, fairly, and in an orderly manner that will maintain the self-respect of the employee and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level.

8-2 DEFINITION. Grievance means any complaint:

- a. By any bargaining unit employee concerning any matter relating to the employment of the employee.
- b. By the Union concerning any matter relating to the employment of any bargaining unit employee.
- c. By any bargaining unit employee, the Union, or the Employer concerning:
 - (1) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
 - (2) any claimed violation, misinterpretation, or mis-application of any law, rule, or regulation affecting conditions of employment.

8-3 EXCLUSIONS. The following are not grievable:

- a. A violation relating to political activities.
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal for national security.
- d. Any examination, certification, or appointment administered by the Office of Personnel Management.
- e. The classification of a position which does not result in the reduction in grade or pay of the employee.
- f. The termination of a probationary employee.
- g. Personnel actions taken as a result of a reduction-in-force.
- h. The content of published Agency regulations and policy.

- i. Non-selection for promotion from a list of best qualified candidates.
- j. A progress review, a counseling session, or a performance improvement plan or opportunity to improve.
- k. An action that terminates a temporary or term promotion and returns the employee to the position from which the employee was temporarily promoted, or to a different position (not lower in grade) where the employee is informed in advance that the promotion is only temporary.
- l. The substance of the critical elements and performance standards of an employee's position.
- m. Action taken according to the terms of a formal agreement voluntarily entered into by an employee, which assigns the employee from one location to another.
- n. A salary offset determination or garnishment which is reviewable under separate procedures or law.
- o. Complaints concerning Veterans Preference.
- p. Complaints regarding non-bargaining unit positions.
- q. Warnings, cautions and admonishments.
- r. Proposed actions.
- s. The granting of an award or quality step increase, or the adoption or failure to adopt an employee suggestion.

For those matters which are grievable, this procedure shall be the exclusive procedure for the parties and the employees. However, nothing in the section shall prevent employees from appealing adverse actions or actions for unacceptable performance to the Merit Systems Protection Board (MSPB) provided the employee has not initiated a grievance in writing on the matter in accordance with this Agreement. An employee may appeal an adverse action under the Negotiated Grievance Procedure or the Merit Systems Protection Board Appeal Process, but not both.

8-4 UNION REPRESENTATION. An employee or group of employees in the bargaining unit may personally present a grievance or have it adjusted without representation of the Union as long as the adjustment is consistent with the terms of this Agreement or applicable law, rule, or regulation, and the Union has been given an opportunity to be present at all formal grievance discussions and the adjustment.

When the grievant(s) chooses the Union to assist in processing a grievance, the representative appointed by the Union may represent, assist, and/or advise the grievant(s) at any or all stages of the negotiated grievance procedures. In this respect, the Union representative will be present with the grievant(s) in discussions with appropriate officials.

8-5 PRESENTATION. In the interests of expediency and workplace harmony, it is expected but not required that there will be open lines of communication between an employee and his/her supervisor, and that disagreements should be discussed between an employee and supervisor in an attempt to resolve issues before resorting to a Step 1 grievance.

a. Step 1. The Union or an employee who has a grievance will present a signed written statement of complaint specifying the nature of the grievance, including the identification of any provision(s) of this collective bargaining Agreement, law, rule, or regulation affecting conditions of employment alleged to be violated: and the relief requested. This written statement shall be presented to the immediate first-level supervisor within thirty (30) calendar days of the incident that gave rise to the grievance or within thirty (30) calendar days from the time that the grievant learned of the event, or should have learned of the matter out of which the grievance arose. The employee and the supervisor shall meet within ten (10) calendar days to discuss the issue with the hope of resolution without further action. A written decision will be issued sustaining and/or denying the grievance in whole or in part to the employee and the Union within fifteen (15) calendar days of the date of the meeting. If the grievance has been denied, the Union or the employee may file a Step 2 grievance.

b. Step 2. If the grievant is not satisfied with the response from the first-level supervisor, the grievant may, within fifteen (15) days of the Step 1 decision, advance the grievance to the second-level supervisor by written notice. The second-level supervisor may choose to meet with the employee and the Union official and will issue a written decision within fifteen (15) calendar days of the meeting, or if no meeting is held, within fifteen (15) calendar days of submission of the grievance. If the first and/or second-level supervisor is the State Director proceed to Step 3. Decisions will be submitted in writing to the Union and the grievant.

c. Step 3. The State Director receives all grievances at Step 3. The Union or the grievant(s) must submit the grievance in writing to the State Director within thirty (30) calendar days of the incident giving rise to the grievance (when the State Director is the first-level supervisor), or within fifteen (15) days of receiving the response identified at Step 2. The State Director will attempt to resolve the grievance within fifteen (15) days after receiving the grievance. A meeting may be held to attempt to resolve the grievance when mutually agreed. The State Director will respond to the grievance in writing sustaining and/or denying the grievance in whole or in part within fifteen (15) calendar days of the meeting, or if no meeting is held, within fifteen (15) calendar days of submission of the grievance. The State Director's decision shall be the final decision by the Employer on the grievance. If the grievance has been denied in any part, the Union may advance the grievance to arbitration in accordance with Article 9.

8-6 TIME FRAMES. If the Employer fails to respond to a grievance within the specified time frame, the grievance moves to the next step. If the Union or the grievant(s) fails to present the grievance to the next higher level within the specified time frame, the grievance is terminated. Time limits in this Article may be extended by mutual consent of the parties.

8-7 SOLICITATION. Union officials will not solicit complaints or grievances.

8-8 PROCEDURAL EXCEPTIONS. The grievant will normally file the first step grievance with his/her first level supervisor. However, if the deciding official for the grieved action is at a higher level than the first level supervisor, the grievant may start the grievance within thirty (30) calendar days at the step of the deciding official. If the Union or an employee incorrectly files a grievance at the incorrect level of supervision, the Employer will promptly forward the grievance to the correct level and inform the grievant and the Union. Filing a grievance with the improper level does not create an untimely filing. The Employer, Employee and the Union are held to the specified time frames of section 8.5.

Actions taken which are grievable to the MSPB, (e.g., removals, suspensions of 15 or more days and downgrades), are not grievable under this procedure. The employee has the option of arbitration or appeal to MSPB, but cannot elect both.

8-9 ALTERNATE DISPUTE RESOLUTION. The parties recognize the use of Alternate Dispute Resolution (ADR) as a voluntary attempt at dispute resolution. ADR techniques include a broad range of approaches for dealing with conflict and seeking solutions satisfactory to all parties. Either party may propose the use of ADR for resolution of a grievance at any stage of the grievance procedures and prior to invoking arbitration. The party proposing ADR shall submit their proposal to the other party in writing. The non-proposing party may accept or reject the proposal at their sole discretion. The acceptance or rejection shall be in writing and shall be delivered to the proposing party within ten (10) days of receipt of the proposal. Failure to respond to the proposal within ten (10) days of receipt shall be considered a rejection of the proposal for ADR. If the parties agree to a form of ADR, the party that proposed the ADR shall be responsible for notifying and requesting ADR services such as the Federal Mediation and Conciliation Service, Shared Neutrals, or similar services. The ADR service will be selected by mutual agreement of both parties. The parties shall execute a written agreement with the provider of the ADR service pertaining to confidentiality of the process before commencing with the process. In the event the ADR process results in resolution of the grievance, such resolution shall be formally documented in a settlement agreement executed by the parties. Either party may terminate the ADR process at any time prior to or during the ADR process by written notice to the other party. The use of ADR will serve to suspend the time limits of this Article between the date the parties enter into an agreement to use ADR and the date a party delivers a notice of termination of the ADR process. If funding cannot be obtained from the National Office, the cost of mediation will be split between the Union and Management, if funds are available.

8-10 EMPLOYER/UNION GRIEVANCE. The Employer or Union may file a grievance in writing with the opposite party concerning a particular act or occurrence within thirty (30) calendar days of the act or occurrence or within thirty (30) days of the date that the grieving party became aware of the act or occurrence. Upon receipt of the grievance, the responding party will have thirty (30) calendar days to respond. After this response, the grievance may be advanced to arbitration in accordance with Article 9.

ARTICLE 9 - ARBITRATION

9-1 CONDITIONS FOR INVOKING ARBITRATION. If the decision on a grievance processed under the Negotiated Grievance Procedure is not acceptable, the issue may be advanced to arbitration. The Union will provide Notice of Intent to Invoke Arbitration within 15 calendar days following receipt of the decision at Step 3 (see Article 8-5.c.). The Union or the Employer will provide Notice of Intent to Invoke Arbitration within fifteen (15) calendar days following receipt of the response mentioned by Article 8-10. Official time will be granted to the Union to participate in the arbitration process in accordance with Article 27.

9-2 SELECTING AN ARBITRATOR. Within seven (7) days after receiving the Notice of Intent to Invoke Arbitration, unless additional time is agreed to by both the Union and the Employer, the party invoking arbitration will request the Federal Mediation and Conciliation Service to furnish the parties a list of five (5) impartial persons qualified to act as arbitrators who are located near the party's official duty station, such as Washington, Oregon, or Idaho. An informational copy of the request will be sent to the other party. The Employer and the Union shall agree, within fifteen (15) 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 party striking first will be decided by a flip of the coin. The remaining individual shall be the duly selected arbitrator. The Arbitrator's decision shall be binding on the parties, unless either party files an exception to an award with the Federal Labor Relations Authority under regulation prescribed by the Authority.

9-3 PROCEDURE. The parties must mutually agree to any procedure other than a full arbitration hearing. Upon selection of an Arbitrator in a particular case, the respective representatives of the Parties will communicate with the Arbitrator and jointly select a mutually agreeable date for the arbitration hearing.

9-4 SCOPE OF ARBITRATOR'S AUTHORITY. As necessary to reach a decision, the Arbitrator shall have the authority to interpret and define this Agreement. The Arbitrator shall have no authority to add to, subtract from, alter, or modify any terms of the Agreement, agency instructions, and applicable laws.

9-5 TIME LIMIT. The Arbitrator will be requested to render a decision and remedy to the Employer and the Union as quickly as possible, but in any event no later than thirty (30) days after the conclusion of the hearing unless the parties otherwise agree.

9-6 FEES AND EXPENSES. The Arbitrator's fees and expenses, if any, shall be borne by the losing party. If any decision is not clearly favoring one party's position over the other, the Arbitrator may specify that all costs should be borne equally by the parties. If either party desires a copy of a transcript of an arbitration hearing, the party is solely responsible for paying for its own copy of the transcript.

ARTICLE 10 - POSITION DESCRIPTIONS

10-1 INTENT. Each employee is entitled to a complete and accurate position description. The position description shall be reviewed annually as part of the performance plan review process. Any employee in the bargaining unit shall be afforded the opportunity to meet with their supervisor for the purpose of reviewing their position description for accuracy.

10-2 POSITION DESCRIPTION CHANGES. When the Employer approves a new description for a classified position that is occupied, it shall provide an informational copy of the position description to the Union.

10-3 AGENCY COMPLAINTS AND APPEALS. Any employee in the bargaining unit who feels that he/she is performing duties outside the scope of their position description, or that his/her position is inaccurately described or classified, may request through the immediate supervisor, that the position description be reviewed.

10-4 DOWNGRADES. General Schedule employees in the bargaining unit whose positions have been downgraded as a result of reduction-in-force, may only appeal to the Merit Systems Protection Board. Saved grade and pay retention rights shall be afforded to eligible employees in accordance with the relevant statutes and regulations.

ARTICLE 11 - INCENTIVE AWARDS

11-1 PURPOSE AND POLICY. The parties agree that a motivational Incentive Awards Program is a necessary and useful mechanism through which employees' accomplishments shall be recognized. Supervisors are strongly encouraged to take an active part in the program by objectively recognizing and rewarding contributions which increase productivity, empower employees, and promote team building.

It is the policy of the Employer that incentive awards will be used to encourage creativity, promote initiative, improve morale, and be sufficiently flexible so as to provide incentive to employees to enhance their performance, resulting in better quality service to our customers.

The Incentive Awards Program will be based solely on merit factors and centered on the principles of fairness and equity. To ensure these principles are observed and credibility is maintained in the system, awards will be publicized to the maximum extent practical.

Incentive awards are granted in the form of monetary and non-monetary recognition based upon the tangible or intangible benefits realized by the government. The Incentive Awards Program consists of the following categories of awards:

- a. Quality Step Increase
- b. Performance Award
- c. Special Act, including Group Award
- d. Spot Cash Award

Employees who perform community service activities, which promote volunteerism, may be recognized for their contributions through monetary or nonmonetary awards.

This Article is designed to encourage maximum involvement and flexibility for all managers and employees.

11-2 AWARDS REVIEW. It is an appropriate matter for the Union to periodically evaluate and review the Employer's Awards Program and make recommendations to ensure effectiveness and understanding of the Awards Program.

11-3 GROUP AWARDS. Agency initiatives accomplished by teams of employees, rather than individuals working alone, should be recognized with a group award. Group awards are encouraged and should be a principle component of the overall Incentive Awards Program.

ARTICLE 12 - MERIT PROMOTION PLAN

12-1 PROCEDURES. All actions under the Merit Promotion Plan will be taken in accordance with regulations of the Department and the Agency.

12-2 VACANCY ANNOUNCEMENTS. All vacancies in the bargaining unit which are to be filled competitively under the Merit Promotion Plan will be announced through USA Jobs. A copy of the vacancy announcement will be distributed to all employees through the email system. Employees who are on extended leave are responsible for notifying their supervisor if they want to be considered for promotional opportunities while they are on travel or leave. The employee shall leave a telephone number, e-mail address and/or facsimile number with their supervisor. The supervisor is responsible for contacting the employee to provide vacancy information.

12-3 NON-COMPETITIVE APPOINTMENTS. The Employer also has the right to fill a position through reassignment, transfer, or any other exception to the Merit Promotion Plan. However, employees cannot be transferred, reinstated, or reassigned to positions with greater promotion potential than their current position.

12-4 INFORMING THE UNION. A copy of each bargaining unit vacancy announcement will be forwarded to the Vice-President/Chief Steward of the Union through the email system concurrently with distribution of the announcement to all employees in the bargaining unit.

12-5 AREAS OF CONSIDERATION. For any action under the Merit Promotion Plan involving a position within the bargaining unit, the minimum area of consideration will be defined as state-wide. A wider area of consideration may be established if it is anticipated that sufficient (i.e., at least three (3) highly qualified candidates) will not be available state-wide.

12-6 EXPANDING AREAS OF CONSIDERATION. In a Merit Promotion Plan action involving a position within the bargaining unit, the Employer may expand the area of consideration if either:

- a. Less than three highly qualified candidates are anticipated; or
- b. the Employer documents valid job-related reasons for not making a selection from a certificate with a sufficient number of highly qualified applicants.

12-7 READVERTISEMENTS. The Employer has sole discretion deciding whether to re-advertise any vacancy for which a selection has not been made.

12-8 RIGHT OF REVIEW. The Union has a right to review records of any competitive merit promotion actions.

ARTICLE 13 - EQUAL EMPLOYMENT OPPORTUNITY

13-1 GENERAL. The Employer and the Union agree that no employee will be discriminated against because of race, color, religion, sex, national origin, age, marital status, disability, or lawful political affiliation.

13-2 UNION REPRESENTATION. A bargaining unit employee may request the presence of a Union representative when discussing a problem of alleged discrimination with an Equal Employment Opportunity (EEO) Counselor or when processing an EEO Complaint. The Employer will give as much advance notice as is practical to the Union of a meeting with a bargaining unit employee held at the informal or formal stage of the EEO complaint process.

13-3 EQUAL EMPLOYMENT OPPORTUNITY ADVISORY COMMITTEE. If and when the Employer decides to establish an Equal Employment Opportunity Advisory Committee, the Employer shall give the Union advance notice pursuant to Article 7.

ARTICLE 14 - DISCIPLINARY AND ADVERSE ACTIONS

14-1 GENERAL. The parties agree:

- a. The objective of disciplinary and adverse action is to maintain an orderly, competent, and productive organization.
- b. All disciplinary and adverse actions against employees must be based on just cause, be consistent with applicable laws and regulations, and be fair and equitable.
- c. Progressive disciplinary and performance measures should be used, whenever feasible, prior to taking formal disciplinary or adverse actions to ensure the actions are proportionate to the offense or unacceptable performance.

14-2 DEFINITIONS.

- a. Disciplinary Action. - Refers to a letter of official reprimand or a suspension for 14 days or less taken under Title 5 U.S. C. Chapter 7503(a).
- b. Adverse Action. - Refers to a removal, suspension for more than 14 days, reduction grade, reduction in pay or furlough of 30 days or less taken under Title 5 U.S. C. 7512, or performance based actions taken under Title 5 U.S.C. 4303.
- c. Warnings, counselings, or admonishments are not forms of disciplinary or adverse action.

14-3 INVITATIONS TO THE UNION TO ATTEND A DISCIPLINARY MEETING. If an employee expressly requests Union Representation at a disciplinary meeting, the Employer shall provide notice to the Union in advance of the scheduled disciplinary meeting. The Union must request official time in accordance with Article 27. Union attendance is voluntary and Union participation is limited to that of an observer in attendance unless there is an issue with compliance of the Collective Bargaining Agreement.”

14-4 OTHER PROVISIONS.

- a. The parties agree that:
 - (1) The Employer retains the right to discipline.
 - (2) Any discipline demands the exercise of responsible judgment so that the discipline imposed on an employee is not disproportionate to the character of the offense.

(3) For discipline to be effective, it must be initiated within a reasonable time following the discovery of the conduct precipitating the action.

b. Instances of misconduct will not be allowed to continue without corrective action merely to increase the severity of the punishment.

c. An employee may appeal an adverse action under the Negotiated Grievance Procedure or to the Merit Systems Protection Board, but not both. Disciplinary actions are grievable only in accordance with the Negotiated Grievance Procedure in Article 8.

d. Letters of Reprimand may be maintained in an employee's Official Personnel Folder for two years from the date of issuance.

e. In emergencies, notwithstanding any provisions of this Article, the Employer has the right to take any action necessary to protect the health and safety of the work force.

ARTICLE 15 - ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

15-1 SCOPE DEFINITION.

- a. An action based on unacceptable performance is one which reassigns an employee, reduces the grade of an employee, or removes an employee, because the employee's performance fails to meet established performance standards in one or more critical elements of the employee's position.
- b. This Article applies only to employees who have completed their probationary or trial period.

15-2 PROCEDURAL REQUIREMENTS. The procedural requirements prescribed by this Article will be consistent with agency regulations and existing laws as they apply to processing unacceptable performance actions. At a minimum, the employee will be given written notice of the proposed action stating the specific reasons of unacceptable performance, the penalty proposed, and the procedure for response. The notice will also state that the employee may review all the evidence relied upon by the Employer in preparing the notice and that the employee is entitled to Union representation in order to prepare and present their oral and/or written response.

Instances of poor performance will not be allowed to continue merely to increase the severity of the action.

15-3 PERFORMANCE IMPROVEMENT PLAN / OPPORTUNITY TO IMPROVE (PIP/OTI)

- a. As early as practical, the employee's attention will be called to areas of performance needing improvement, and steps will be initiated to assist the employee in meeting performance standards.
- b. When an employee requests a reassignment or change to a lower grade due to their inability to perform the duties of their current position, the Employer will make a reasonable effort to reassign the employee or place the employee in lower-graded position which the Employer believes the employee can successfully perform
- c. When informal efforts discussed above do not result in acceptable performance, a PIP/OTI will be developed.
- d. The PIP/OTI will be developed in writing and the employee will be given two working days to comment on the PIP/OTI prior to its implementation. Final authority for the establishment and the content of the PIP/OTI rests with the Employer. All written documentation the employer provides to the employee will be provided in duplicate. The employee will be responsible for providing such documentation to the Union if they choose.

e. The PIP/OTI will include the following:

- (1) Identification of the critical element(s) and performance standard(s) for which performance is unacceptable.
- (2) Specific examples of how the employee's performance is failing to meet the standard.
- (3) Advice as to what the employee must do to bring performance up to an acceptable level.
- (4) A statement that the employee has a reasonable period of time, but never less than 90 days, in which to bring the performance up to an acceptable level.
- (5) The supervisor's plan for assessing the employee's progress during the OTI.

f. If the PIP/OTI is successful, a written notice will be issued to the employee that includes the requirement that the employee maintain successful performance for one year. All written documentation the Employer provides to the employee will be provided in duplicate. The employee will be responsible for providing such documentation to the Union if they choose.

g. If fully successful performance is not achieved through completion of the PIP/OTI, steps will be taken in accordance with Section 15-4 below.

15-4 WRITTEN NOTICES.

a. In all cases of a proposed action based on unacceptable performance, the employee will be given written notice of the specific reasons of unacceptable performance on which the proposed action is based at least 30 days in advance of the action. All written documentation the employer provides to the employee will be provided in duplicate. The employee will be responsible for providing such documentation to the Union if they choose.

b. An advance written notice proposing either to downgrade, or remove an employee for unacceptable performance shall include the following:

- (1) specific instances of unacceptable performance by the employee on which the proposed action is based;
- (2) the critical element and performance standard;
- (3) the employee's right to be represented;
- (4) the employee's right to answer orally and/or in writing; and

(5) the employee's right to review the material relied upon to support the specific reasons of the proposal.

c. The Union or employee will not grieve either the substance or the procedural aspects of this notice; however, a final decision may be grieved.

15-5 EMPLOYEE RESPONSE.

a. The employee will be given the opportunity to respond orally and/or in writing prior to a decision. Any request for an oral reply must be submitted within five (5) working days of receipt of the notice of proposed action. A written reply must be submitted within fifteen (15) calendar days of receipt of the notice of proposed action.

b. If the employee elects to make an oral reply, the Employer will prepare a written summary of the reply and provide a copy to the Union and the employee.

15-6 DECISION LETTER. In the decision letter the deciding official will also set forth the following findings:

a. address factual disputes, if any, raised in the employee's reply by stating the reasons why each factual dispute was rejected or accepted;

b. state whether the employee has a right to appeal the final decision to the Merit Systems Protection Board or through the Negotiated Grievance Procedure, but not both; and

c. indicate the effective date of the action.

15-7 TIME EXTENSIONS. Within the parameters established by 5 CFR 432, any of the time limits set forth in this Article may be extended or waived by mutual agreement of the parties.

15-8 RECORD RETENTION. If the employee's performance improves as a result of the PIP/OTI, and continues to be fully successful for one year from the commencement date of the PIP/OTI, all documentation of the "unacceptable" performance shall be destroyed in accordance with Federal Records Management regulations. The Employer will notify the Union when the record(s) have been destroyed.

ARTICLE 16 - EMPLOYEE ASSISTANCE PROGRAM

16-1 The Employer presently maintains an Employee Assistance Program (EAP), which provides counseling, information and other resources for employees troubled by alcoholism, substance abuse, emotional illness, marital/family problems, or financial problems. The Employer will make employees and supervisors aware of the program at least annually.

16-2 Employees whose performance is negatively affected as referenced above will be given a reasonable opportunity to obtain professional assistance in overcoming the problem.

16-3 The EAP offers referral services to outside, local alcohol treatment programs, family counseling, and substance abuse treatment programs, many of which are available free, or at a nominal cost.

16-4 Employees undergoing a prescribed program of treatment for problems recognized under this Article will be granted the appropriate leave to the extent necessary to complete the program on the same basis as any other illness when absence from work is necessary.

16-5 When the Employer determines that a conduct or performance problem exists and refers the employee to EAP, the Employer may take appropriate disciplinary or adverse action consistent with law and applicable regulations. The employee's involvement in the EAP must be considered by the responsible supervisory official in determining any appropriate disciplinary and adverse action.

ARTICLE 17 - TRAINING

17-1 COMMON GOAL. The parties recognize the value of training, or retraining to assure continuing development to maintain the competence and skill level of the work force.

17-2 OUTSIDE TRAINING. The Employer is committed to providing development and training opportunities to all employees. The Employer also encourages the continuous upgrading and maintenance of skills. For those employees enrolled in work-related classes not scheduled by the Employer, the Employer agrees to make a reasonable effort to enable an employee to adjust his or her work schedule if feasible and within budgetary limitations, in order to attend. Approval will not be denied for arbitrary or capricious reasons.

17-3 ON-THE-JOB TRAINING. If an employee is required to train a new employee, the supervisor will make workload adjustments to compensate for the time spent training the new employee. If an employee's work falls behind due to training another employee, the supervisor will meet with the employee for the purpose of agreeing on shifting work, changing priorities or other adjustments needed to bring the work up to date.

17-4 SCHEDULING. It shall be a matter of interest and concern for the Employer and the Union that appropriate training courses, seminars, conferences, and meetings be scheduled, whenever possible, during work hours to allow the employees the opportunity to gain information, education, and training.

17-5 USE OF EQUIPMENT. The Employer agrees to make available to all employees enrolled in approved training courses academic aids such as desk calculators, typewriters, computers, etc., if available on the premises, at mutually agreeable times during the employee's non-duty hours.

17-6 AGLEARN. AgLearn provides a variety of training courses at no cost to the Employer or employees. Its use is encouraged before seeking outside sources. AgLearn must be used for Information Technology software training prior to requesting training from outside vendors.

ARTICLE 18 - LABOR-MANAGEMENT RELATIONS TRAINING

18-1 UNION-SPONSORED TRAINING SESSIONS. The Employer agrees to grant official time to employees who are Union officials for the purpose of attending Union-sponsored and other training sessions, provided the training is mutually beneficial, and is of concern to the employees in their capacities as Union representatives. Official time for this purpose will not exceed sixty (60) hours per Union official, 240 hours total, per fiscal year, unless mutually agreed. A written request for official time will be submitted at least (30) thirty days in advance, where possible, by the Vice-President/Chief Steward to the State Director. The request will contain information about the duration, purpose, and nature of the training. The Union is free to distribute the hours available to it during a year in any way it sees fit, as long as the training involves labor-management relations and is mutually beneficial.

18-2 EMPLOYER/UNION-SPONSORED TRAINING SESSIONS. The Employer agrees to conduct joint Employer-Union training sessions on official duty time when a new Agreement is established or an amendment to the Agreement is made. Such training shall be primarily concerned with orienting and briefing Union and Management officials on the requirements and administration of this Agreement. The time used for these training sessions does not come from the Union's hours listed in Article 18-1.

ARTICLE 19 - WORKWEEK/SCHEDULES

19-1 GENERAL. The Parties recognize the benefits to the use of Alternative Work Schedules (AWS) identified in RD Instruction 2051-F, Hours of Pay, Subpart F, Hours of Duty. The parties will make every effort to accommodate Employer and employee needs when assigning employees to work schedules. The Parties agree that this Article will be administered in accordance with the provisions of RD Instruction 2051-F, dated June 28, 2010 and any amendments/revisions thereafter, and the provisions set forth in this Article.

19-2 DEFINITIONS.

- a. Basic Work Requirement. The number of hours excluding overtime hours an employee is required to work or otherwise account for.
- b. Tour of Duty. The hours of a day and the days of an administrative workweek that make up an employee's regularly scheduled administrative workweek. The standard administrative workweek and hours are limited to Monday through Friday between the hours of 6:00 a.m. until 6:00 p.m.
- c. Official Hours. The hours when an office is open for business to serve customer needs. This is normally from 8:00 a.m. until 4:30 p.m.
- d. Core Hours. Core hours are the designated hours in a workday (9:00 a.m. to 2:30 p.m.) when all full-time employees must be present during their normal tour unless on approved leave or scheduled lunch period, or the tour of duty has been changed in accordance with RD Instruction.
- e. Credit Hours. Those hours within a Flexible Work Schedule that an employee elects to work in excess of their basic work requirement so as to vary the length of a workweek or workday. Although credit hours are worked voluntarily, and are not ordered overtime, they are to be worked with the approval of the supervisor. Employees on Compressed Work Schedule (CWS) are not eligible to earn credit hours. Credit hours may be earned only by employees who work a flexible schedule. Credit hours may only be earned Monday through Friday between the hours of 6:00 a.m. to 6:00 p.m. unless by exception to attend night meetings with supervisory approval.
- f. Flexible Work Schedule. Work schedules that allow employees to determine their own schedule within the limits set by the Employer and RD Instruction.
- g. Lunch Band. The band of time between the hours of 11:00 a.m. to 2:00 p.m. that a lunch period is scheduled. Employees are responsible for choosing a 30, 45, or 60-minute lunch period within the lunch band and communicating it to the supervisor in writing, typically on form AD-2001, Designation of Tour of Duty.

19-3 BREAKS. Full time and part time employees who work an 8 hour (or greater) workday shall be allowed two paid breaks each workday. These full time and part time employees are entitled to one fifteen minute paid break, approximately midway between their arrival time and their scheduled lunch break, and employees are entitled to one fifteen minute paid break, approximately midway between their scheduled lunch break and their departure time. Employees on breaks shall not interfere with the work of employees not on breaks. Break time shall not be accumulated (banked) for future use or used in conjunction with the beginning or ending of a workday or with scheduled lunch times.

19-4 WORK SCHEDULES. The parties agree that the AWS identified in RD Instruction shall be available for use statewide subject to the advance approval of the Employer. The Employer has the right to deny AWS requests in order to ensure office coverage at all times.

19-5 CHANGING WORK SCHEDULES. The Employer may make temporary changes in AWS that are necessary to accomplish the work objectives of the unit. The changes must be administered fairly and equitably in the work unit affected.

19-6 TRAINING AND TRAVEL. Employees generally will need to adjust their work schedules when training or travel prevents the employee from working their established tour, regardless of the number of days involved and the type of work schedule the employee has chosen. If training does not last eight (8) hours, employees will need to account for the shortage by:

- a. Taking leave;
- b. Taking available compensatory time off or credit hours; or
- c. If approved in advance and feasible, by performing work before or after the training.

19-7 CREDIT HOURS.

- a. Credit hours are worked on a voluntary basis. However, they are worked with the approval of the supervisor.
- b. Credit hours may be earned by employees on a Flexible Work Schedule. Employees on a Compressed Work Schedule and members of the Senior Executive Service may not earn credit hours.
- c. Full-time employees may carry over no more than 24 credit hours from pay period to pay period. When an employee accumulates more than 24 credit hours in the pay period, he/she must use the excess credit hours by the end of the pay period or the employee will forfeit the excess hours.

d. Part-time employees may also earn credit hours by working extra hours beyond their normal tour of duty. Part-time employees are limited on a pro-rata basis and may carry over an amount of credit hours equal to one-fourth of their biweekly work requirement.

e. Credit hours may be earned in the following manner:

- (1) 15-minute increments;
- (2) Monday through Friday between the hours of 6:00 a.m. to 6:00 p.m.; and
- (3) after 6:00 p.m. to 12:00 a.m. to attend night meetings with supervisory approval.

f. There is no limit on the number of credit hours that may be earned in a workday so long as the total credit hours and regular tour of duty do not exceed 12 hours, exclusive of the lunch period. Employees can exceed 24 credit hours during the pay period, but only 24 of those may be carried over to the next pay period. For example, when an employee begins the pay period with 24 credit hours, works 8 credit hours during the same pay period, takes the last day of the pay period off, using up the excess credit hours, they will not carry over more than 24 hours.

g. Credit hours may not be converted to compensatory time or overtime pay.

h. There is no time limit for using credit hours. However, should an employee leave Rural Development, he/she should use the hours before his/her last day of service, or the hours will be paid in a lump sum at the employee's current rate of pay.

19-8 RESPONSIBILITIES.

a. Supervisors

- (1) After receipt of an employee's AD-2001, the supervisor will determine whether conditions such as office coverage restrict AWS participation.
- (2) When a supervisor cannot honor an employee's request the supervisor will meet with the employee to reach a mutually acceptable alternative.
- (3) If an agreement cannot be reached, the supervisor will provide a written statement of the reasons for denying that request within fifteen (15) workdays after receipt of the request.
- (4) Supervisors may change the tour of duty to no later than 12:00 a.m. for days when employees are required to attend night meetings.

(5) After discussion with the employee, the supervisor may make changes to an employee's work schedule to assure adequate coverage or because of workload, training, attendance at meetings, travel, an operational exigency, etc.

b. Employees

(1) Employees should submit a biweekly work schedule in writing to their supervisor for approval on form AD-2001, Designation of Tour of Duty. This schedule remains in effect until the employee requests and receives approval for a new schedule. An employee's scheduled tour of duty must be completed by 6:00 p.m. Though some schedules may appear to be similar, careful comparisons should be made prior to choosing.

(2) Employees should choose a 30, 45, or 60-minute lunch period. This choice should be documented on the form AD-2001. On occasion, with supervisory approval, employees on a Maxiflex work schedule may expand their lunch period within the established lunch band and make it up at the end of the day without a charge to leave.

(3) Employees should observe designated duty hours and must be punctual in reporting for work and returning from lunch.

(4) After discussion with the supervisor, the employee may make changes to their work schedule because of workload, training, attendance at meetings, travel, personal needs, etc.

ARTICLE 20 - OVERTIME

20-1 GENERAL. Overtime and compensatory time off in lieu of overtime pay will be administered in accordance with the applicable laws and regulations including RD Instruction 2051-H, Hours of Pay, Subpart H, Overtime Pay; the overtime provisions of Title 5, CFR, Part 550 and Part 551, and any amendments/revisions thereafter; and, the provisions set forth in this Article. Overtime under this Article must be approved by the Employer in advance of the work being performed.

20-2 PROCEDURE FOR ASSIGNMENT OF OVERTIME. When the Employer determines overtime is necessary to accomplish organizational needs, the Employer will give an employee as much advance notice as possible in making overtime assignments, but the parties acknowledge that emergencies, operational exigencies, and unanticipated workload requirements may result in the Employer's inability to give advance notice. In no case will overtime work be assigned to any employee as a reward or punishment. In the event an employee does not desire to work overtime, the Employer shall make every effort to accommodate the employee's request to be excused from overtime work, provided that another qualified employee is available for the overtime.

ARTICLE 21 - OFFICE EQUIPMENT AND FURNITURE

21-1 The Parties recognize that the Employer has needs for improved computer equipment and software, telecommunications, furniture and office equipment. They also recognize that budget constraints may affect the above areas.

21-2 EMPLOYEE INVOLVEMENT. The parties recognize the benefit of maximizing employees' pre-decisional and decisional involvement as early as possible.

21-3 FAIRNESS PRINCIPLE. The technology, methods and means of performing work will be carried out fairly and equitably. When possible, employees should have comparable access to automated software and hardware, telephonic equipment, supplies, office furniture, office space, and training. Where it is impractical, due to unusual circumstances or budget constraints, alternate arrangements may be made. This section shall not be interpreted as prohibiting the flexibility to accommodate differences needed or desired for health and safety concerns, the disabled or individual preferences.

21-4 OFFICE RELOCATION. Whenever an office moves to a new location, after the Employer has determined the arrangement of spaces based on legitimate business related considerations, the choice of workspaces for bargaining unit employee positions which are the same or similar and are the same grade level, will be determined on the basis of seniority with the Employer, provided that this does not impact the Employer's accomplishment of its mission, and provided that doing so is organizationally feasible.

ARTICLE 22 - UNION USE OF OFFICIAL FACILITIES AND SERVICES

22-1 SPACE AND EQUIPMENT. The Employer will allow the Union to use office space for Union business. Equipment provided to all employees for normal day-to-day business may be used by Union officials for representational Union business only. Additionally, the Vice-President/Chief Steward will be provided with a locking file cabinet and a desk-side printer to ensure confidentiality of records. A locking file cabinet, if needed, will be provided to Stewards.

On advance request and in order to assure confidentiality of conversations related to representational Union business only, the Employer will provide the Union with priority access to a private office or meeting room, if available, and telephone service in this room. When this room is in use by the Union, the Union may post a sign on the door requesting that those using the room not be disturbed.

22-2 INTERNAL MAIL SERVICE. The internal mail service of the Employer shall be available for use by the Union to perform representational activities.

22-3 BULLETIN BOARDS. The Employer will provide a bulletin board for the exclusive representational use of the Union in each office. The bulletin board will be a minimum size of 24" by 36".

22-4 COPIES OF AGREEMENT. A copy of this Agreement will be furnished to each current Rural Development, Oregon employee and to all new employees. Fifteen copies of any new Agreement will be furnished to the Union for its use. The cost of printing this Agreement shall be borne by the Employer.

22-5 LISTS. The Employer agrees to furnish to the Union, at least semi-annually, an up-to-date list of all employees in the bargaining unit, showing name, position title, and official duty station.

22-6 POLICY. The Employer will provide access to the following documents for review by any employee during business hours:

- a. Title 5 of the United States Code (U.S.C.);
- b. Title 5, Code of Federal Regulations;
- c. Rural Development Instructions;
- d. Office of Personnel Management (OPM) Qualification Standards; or
- e. OPM Classification Standards.

ARTICLE 23 - ORIENTATION OF NEW EMPLOYEES

23-1 ORIENTATION OF NEW EMPLOYEES. All new employees shall be informed by the Employer that the Union is the exclusive representative of employees in the bargaining unit. Each new bargaining unit employee shall receive a copy of this Agreement from the Employer, together with a list of the officers and representatives of the Union.

23-2 Within a week from the date that a new bargaining unit employee begins work, the Employer shall notify the Union of the name and location of the new employee.

ARTICLE 24 - PRENOTIFICATION OF UNFAIR LABOR PRACTICE CHARGE

24-1 The Parties agree that prior to filing an Unfair Labor Practices (ULP), the Charging Party will serve written notice of the alleged ULP charge on the other party. If the Charged Party requests the opportunity to discuss the issue(s), the parties will attempt resolution within five (5) working days, unless more time is mutually agreed to.

24-2 Amendment of the ULP charges on the same issue will not necessitate a new pre-notification of said charges.

ARTICLE 25 - REDUCTION IN FORCE

25-1 The Employer will notify the Union of any proposed reduction in force affecting bargaining unit employees as far in advance as is practicable, but not less than fifteen (15) days prior to receipt of reduction-in-force (RIF) notices by bargaining unit employees. This notification will to the extent of the information available state the grade levels and the number of positions abolished, the proposed date and the reason for action. Office of Personnel Management regulations covering RIF procedures for employees in the competitive service will be utilized by the Employer throughout the RIF process. The Employer will make RIF registers and other pertinent records available for review by the Union.

25-2 DEFINITIONS: The following definitions apply to this article:

a. Local Commuting Area - the geographic area that usually constitutes one area for employment purposes. It includes any population center(s) and the surrounding localities in which people live and reasonably can be expected to travel back and forth daily in their usual employment. In the event of an anticipated RIF, the parties will meet to discuss and establish local commuting areas.

b. Competitive Levels – groups established by the Employer, consisting of all positions in the same grade (or occupational level) and classification series and which are similar enough in duties, qualification requirements, pay schedules, and working conditions so that an Agency may reassign the incumbent of one position to any of the other positions in the Competitive Level without undue interruption.

25-3 A specific RIF notice will be given to affected bargaining unit members not less than 60 days prior to the effective date of the RIF and will include but not be limited to:

- a. the specific RIF action to be taken;
- b. the effective date of the action;
- c. the employee's competitive area, level, sub-group, and service date;
- d. the place where the employees and Union representatives can inspect the regulations and records that are pertinent to his/her case;
- e. grade and pay retention information;
- f. the employee's appeal rights, an appeal form and the address of the appropriate Merit Systems Protection Board office; and
- g. information on outplacement programs.

25-4 It is agreed that the Union will meet as frequently as necessary with the Employer to insure compliance with the provisions of all applicable rules recognized for the purpose of providing effective placement of personnel in the RIF, and insuring re-promotion and re-employment rights. The Union will be provided one copy of the RIF rules, to include all updates provided to the Employer. Maintenance of the RIF documents provided to the Union will be the Union's responsibility. The Employer recognizes the need for RIF'd employees to be trained when they are placed in new jobs.

25-5 RE-PROMOTION: Employees who have been downgraded because of the RIF process will obtain priority re-promotion consideration to their former grades as follows:

- a. Employees selected for re-promotion to positions at their former grades and competitive levels will be promoted without competition and in accordance with applicable rules and regulations. The Union will be provided copies of these regulations.
- b. Employees will receive re-promotion consideration to positions at their former grades or to intervening grades if they are minimally qualified for the position. Re-promotion consideration will also be effected if it can be demonstrated that the employee would minimally qualify for the position within 90 days.
- c. Re-promotion of affected employees will be effected prior to any other permanent employee being hired into the same type or grade of a position.
- d. An employee meeting the above criteria who believes he/she has not been adequately considered for re-promotion may file a grievance under the negotiated grievance procedure.

25-6 The Employer agrees that in a RIF, in accordance with Title 5 CFR Part 351, Section 351.803, all existing outplacement programs will be fully utilized, including utilization of the USDA Priority Placement Program, for affected bargaining unit employees who are being changed to a lower grade or separated.

- a. The Union and the Employer will jointly encourage each employee to see that his/her Official Personnel Folder (OPF) and application material are up to date as soon as the RIF is announced. The Employer will work with the affected bargaining unit employees in registering in existing outplacement programs and assuring that application material and OPF's are current. At this time, outplacement eligibilities will be discussed.
- b. The Employer agrees to provide Union officials all information on the out-placement programs that are available to the affected bargaining unit members who fit into this program.
- c. An employee shall lose eligibility for the outplacement program if he/she refuses one (1) valid job offer.
- d. The Employer agrees to provide Union officials information on how employees may update their OPF and application material.

ARTICLE 26 - DURATION AND EXTENT OF AGREEMENT

26-1 **EFFECTIVE DATE.** This Agreement and any subsequent agreement amending or supplementing this Agreement shall become effective on the earlier of (a) the date it is approved by the head of USDA, or (b) the 31st day from the date that the agreement was executed.

26-2 **TERM OF THIS AGREEMENT.** This Agreement shall remain in effect for three (3) years, and shall renew itself for an additional three (3) year period on each third anniversary date thereafter, unless between one hundred and five (105) and sixty (60) calendar days prior to any such date either party gives written notice to the other of its desire to negotiate a new Agreement, or amend or modify the Agreement. If such notice is given, this Agreement shall remain in full force and effect until the changes have been negotiated and approved.

26-3 **AMENDMENTS AND SUPPLEMENTS.** This Agreement may be amended and/or supplemented as follows:

- a. As required under the provisions of the articles entitled "Negotiations" and "Union Rights and Representation".
- b. Within a reasonable time after the enactment of any new law or regulation of appropriate authority which affects the provisions of this Agreement. A proposal by either party to negotiate such amendment(s) or supplement(s) shall cite the pertinent law or regulation and the article(s) of this Agreement affected. When such a proposal is submitted, representatives of the Employer and the Union shall meet within thirty (30) calendar days to negotiate the requested amendment(s) or supplement(s).
- c. During the life of the contract, the parties shall not negotiate on any matter specifically covered by a section or sections of this contract. However, the mere fact that an Article has a certain title shall not be used to bar the negotiation of matters not specifically provided for in the Article.

26-4 **TERM OF AMENDMENTS AND SUPPLEMENTS.** Any agreement amending and/or supplementing this basic Agreement shall remain effective concurrent with the basic Agreement.

ARTICLE 27 - OFFICIAL TIME

This Article, made pursuant to the provisions of Title 5, U.S.C., Chapter 71 (the Statute), concerns the use of official time for representational activities by the Union's representatives in the Employer's bargaining unit.

It is the intent of the Parties to establish procedures to accommodate the Union's legitimate need for use of official time for the representational activities specified in this Article, as permitted by law and by virtue of recognition of the Union as the employees' exclusive representative. It is also the intention of the Parties to accommodate the Employer's legitimate interest in ensuring no unreasonable disruption in the Employer's ability to carry out its critical day-to-day operations and perform its overall mission.

27-1 DEFINITION.

- a. Official Time means time expended by the Employer's bargaining unit employees serving as Union representatives during normal working hours, without charge to annual leave, compensatory time, or credit hours, and granted by the Employer according to Section 7131 (d) of the Statute for the purposes set forth in Section 27-3 below.
- b. The Employer will consider and respond to requests for official time for purposes other than those enumerated in Section 27-3 in a timely manner. Such requests should be made by an appropriate Union official to his/her supervisor.

27-2 USE OF OFFICIAL TIME.

- a. PERMITTED USE OF OFFICIAL TIME. Union representatives shall request official time from the employer and shall be granted the use of reasonable official time, for purposes defined in Section 27-3. Official time will be approved except in cases of emergencies, or if it will interfere with the completion of unusual priority work assignments. Additionally, official time will not be granted if there would be a problem with office coverage. If the use of official time is denied, the Employer will notify the Union in writing of the reason for the denial and the approximate time when the official time will be granted provided the reason for the official time request is still valid. The official time must be granted within a reasonable time.
- b. DESIGNATION OF UNION OFFICIALS FOR USE OF OFFICIAL TIME. Union representatives may be granted official time for representational purposes only as covered in Section 27-3 of this Article. The representatives and their alternates will provide geographic representation for the work area to which they are assigned. However, this will not preclude the Union from assigning a representative to matters outside of his/her normal area under special circumstances. Such circumstances could include a steward's

unavailability due to leave, travel, or training; the need for a steward's special expertise; the regularly assigned steward has the grievance or problem; or, the need for on-the-job training for a new steward. The regular assignment of representatives and alternates designated at each location will be determined by the Union. In the case where the Union cannot find a representative for a specific location, a temporary representative from another office may be assigned at the Union's election. Officers, including the Vice-President/Chief Steward, will not be restricted by geographic location.

27-3 PURPOSES OF OFFICIAL TIME. Official time for representational purposes or representational activities is covered by Section 7131 of the Statute and shall include the following:

- a. Any formal discussion between one or more representatives of the Employer and one or more employees in the bargaining unit or their representatives concerning any grievance, personnel policy, practice, or other general condition of employment.
- b. Any examination of an employee in the bargaining unit by a representative of the Agency in connection with an investigation if:
 - (1) The employee reasonably believes that the examination may result in disciplinary action against the employee, and
 - (2) The employee requests representation.
- c. Any meeting between one or more representatives of the Union and one or more representatives of the Employer that is initiated by either the Employer or the Union.
- d. Participation in bargaining, including mediation and/or the resolution of any bargaining impasse and/or negotiability question.
- e. Participation in proceedings of the Federal Labor Relations Authority, Federal Mediation and Conciliation Service, Federal Service Impasses Panel, Merit Systems Protection Board, or arbitration.
- f. Preparation time for the following:
 - (1) Filings for proceedings referenced in Section 27-3, Paragraph E above.
 - (2) Grievances, adverse actions and other appeals under the relevant Rural Development regulations, and this Agreement.
 - (3) Other negotiations (impact and implementation), grievance or arbitration proceedings as outlined in this Agreement.

g. Presentation on grievances, adverse actions and other appeals under the relevant Rural Development regulations, and this Agreement.

h. Each Union representative may be allowed up to 60 hours per year to attend Union sponsored representational Labor-Management relations training. Joint Labor-Management training will not count toward the cap. Requests for such official time shall be submitted with an agenda that includes the actual hours, course title, and course content/description of the training.

i. Contact with elected representatives in support or opposition to pending or desired legislation that would impact working conditions of RD-Oregon employees represented within the State of Oregon. One local official may lobby the State's congressional staffs outside of the State, to be capped at 40 hours per annum.

27-4 PROHIBITED USE OF OFFICIAL TIME. Official time shall not be requested, nor permitted, for any internal Union business, including, but not limited to, the following:

- a. The attendance at meetings for internal Union business;
- b. The solicitation of membership;
- c. The collection of dues;
- d. The election of Union officials;
- e. The preparation and distribution of Union newspapers, flyers, bulletins or other publications;
or
- f. The discussion of internal Union business by telephone, in person, or otherwise.

27-5 AMOUNT OF OFFICIAL TIME. The Employer, normally the Union representative's first level supervisor, will approve official time for the purposes set forth in Section 27-3 in amounts that are reasonably necessary to accomplish the purpose for which official time is requested. If the use of official time is denied, the Employer will notify the Union in writing of the reason for the denial and the approximate time when the official time will be granted provided the reason for the official time request is still valid. The official time must be granted within a reasonable time.

27-6 PROCEDURES FOR REQUESTING USE OF OFFICIAL TIME.

- a. The following procedures shall be followed for requesting the use of official time for the purposes set forth in Section 27-3.

(1) All requests for the use of official time shall be for finite periods of time, and must be made normally one-day in advance and recorded on the Request for Official Time Form in Appendix A of this Agreement.

(2) Requests for the use of official time shall be made by the Union representative by completing the form in Appendix A and submitting it to his/her immediate supervisor or the second level supervisor if the immediate supervisor is absent or unavailable.

(3) The Employer's approval of the period of official time must be obtained prior to the use of such official time and recorded on the form in Appendix A. Every effort will be made to grant requests for official time.

(4) In the event the Union official entitlement to the use of official time requires additional time due to unforeseen circumstances, they shall request an extension of time by telephone or other appropriate means. The request shall be made to the approving supervisor or in that supervisor's absence, the designated acting official.

(5) Upon the completion of a period of official time that is reasonable and necessary, the Union representative shall promptly return to work and notify the supervisor who approved the official time.

(6) It is understood that unforeseen needs may arise precluding advance approval, such as unexpected telephone calls to a Union representative. On such occasions, the Union representative will notify the supervisor as soon as practical, and complete the form in Appendix A by the close of business on the same day.

b. AVAILABILITY OF OFFICIAL TIME IN THE CASE OF DISAPPROVAL. In the event that a request for the use of official time by a Union representative is disapproved in whole or in part, the decision making official shall notify the representative as much in advance as practical, so that the Union may select an alternate representative, and so that the selected alternate will have sufficient time to prepare. If after making a good-faith effort, the Union is unable to designate an alternate representative, the Employer will make a reasonable effort to reschedule events or modify deadlines.

27-7 TRAVEL AND PER DIEM. Depending on budgetary constraints, the Employer agrees to pay for all travel and per diem for union officials or stewards using official time for any joint labor-management relations representational initiatives (e.g., bargaining, Partnership Councils, etc.) and 50% for contacting Congressional officials within the state of Oregon on representational issues. The Union must pay travel and per diem for contacting congressional representatives out of Oregon, and Union sponsored labor management relations training as specified in Article 18. The Union agrees to restrict travel and per diem to a reasonable amount.

ARTICLE 28 –TELECOMMUTING, TELEWORK, FLEXIPLACE PROGRAM

28-1 GENERAL. The Parties recognize that the terms Telecommuting, Telework, and Flexiplace are used interchangeably and are defined in terms of the act of performing all of a portion of work functions at an alternate worksite, such as working from home or a telework center. The Parties agree that telecommuting is a valuable tool that benefits the Employer, the Union, and bargaining unit employees. The Parties agree that the Telecommuting Program will be administered in accordance with Departmental Regulations on the Telework Program, and Rural Development Instruction 2045-A, Telecommuting (Flexiplace/Telework) and any amendments/revisions thereafter and the provisions set forth in this Article.

28-2 DEFINITIONS.

a. Alternative Work Site. A location other than the official duty station where an employee performs their official duties. The local commuting area is based on the duty station of your position of record and is generally considered as a single area for employment purposes. It includes a population center and surrounding localities where people live and routinely commute to their job.

b. Emergency/Mission Critical Teleworker. A teleworker who is telework eligible and required to continue operations from his or her alternative worksite during emergency situations when the agency/staff office work location is normally closed. This includes, but is not limited to a health pandemic, inclement weather, power outages, and/or situations associated with national security. An emergency/mission critical teleworker under this definition may or may not be also identified as an essential employee as a condition of employment. Teleworkers under this definition must be identified as such on the telework agreement.

c. Official Duty Station. The city, town, county, and state in which the employee normally works. For most employees, this will be the location where the employee reports daily, and where most activities are performed.

(1) A teleworker's official duty station would remain unchanged as long as he/she comes into the office at least twice each bi-weekly pay period on a regular and recurring basis. If the employee does not report in at least twice per pay period and is not on a short-term, temporary agreement of 6 months or less, the official duty station must be changed to the location of the alternative worksite and pay is set accordingly. This regulation is consistent with current law, regulations and guidance from Office of Personnel Management.

(2) The official worksite for employees covered by a telework agreement who are not otherwise scheduled to report to a regular worksite on a recurring basis is the location of the telework site.

(3) EXCEPTIONS: The Employer should not change a teleworker's official duty station in short term situations (6 months or less). This also applies to employees who telework for medical reasons and those required to telework during emergency situations.

d. Telework. The performance of official duties at an alternative work site (i.e., home, telecenter, or other satellite work location). Regular and recurring telework, "core telework", that occurs on a regular and recurring basis, at least one day per pay period.

e. Telework Agreement. A written agreement that outlines the terms and conditions of the telework arrangement between the teleworker and the Employer. All teleworkers, regardless of type, must have a completed agreement signed by the employee, the supervisor and/or the approving official prior to teleworking.

f. Unscheduled Telework. Ad-hoc or situational telework arrangements that can be used on a temporary basis for allowing telework-ready employees to work from alternative work sites during periods of inclement weather, emergency situations or for encouraging productivity during other short-term agency or employee needs.

28-3 ELIGIBILITY.

a. The Employer recognizes the USDA Telework Program begins with the premise that all positions are presumed suitable for Telework, unless the official duties require, on a daily basis, an employee to be physically present at a work site and cannot be preformed remotely or from an alternate work site.

b. Positions eligible for teleworking are those involving tasks (may be one or more) and work activities that are portable, do not depend on the employee being at the official duty location worksite, are measureable and are conducive to supervisory oversight at the alternate worksite.

c. To be considered for teleworking, an employee must have a proven or expected minimum performance rating of fully successful, or equivalent and has no disciplinary or adverse action within the preceding twelve (12) months.

d. A new employee in their probationary period may submit a telecommuting application after the first performance appraisal after the probationary period is completed.

28-4 GRIEVABILITY.

Non-selection for participation in the Telecommuting Program may be grieved under the Union or Employee procedures of Article 8, if they believe the determination of eligibility or the application process was inappropriate.

28-5 PARTICIPATION.

Participation in the program requires an approved Telecommuting Agreement with supporting documents arrived at through mutual discussion and agreement between the employee and the supervisor. An Agreement may be discontinued by the employee or by the supervisor at any time with appropriate notice.

28-6 DUTY HOURS FOR TELECOMMUTING EMPLOYEES.

Duty hours and work schedules will be negotiated between the employee and the supervisor. Duty hours and work schedules while telecommuting will be consistent with RD Instruction 2051-F, Subpart F, Hours of Duty. The duty hours and work schedules will be recorded in the Telecommuting Employee/Supervisor Agreement.

28-7 EQUIPMENT AND SUPPLIES.

Government owned computers will be provided to employees participating in the Telecommuting Program. All computer equipment including printers, faxes, etc, must comply with RD regulations and Information Technology policies for its use in carrying out official government business. The Employer is responsible for the maintenance, repair and replacement of Government-owned equipment.

28-8 HOME INSPECTIONS.

The parties agree that onsite inspections will only take place during normal duty hours, normally with 24 advance notice.

28-9 WORKERS COMPENSATION AND OTHER LIABILITIES.

Employees are covered by the Federal Employees Compensation Act at the alternative worksite as long as the injury occurred while performing their official duties and in the designated work area identified on the Telework Agreement. If an injury occurs, the employee must notify the supervisor immediately, provide details of the accident or injury, and complete Department of Labor Form CA-1, Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay Compensation.

The Government is not liable for damages to the employees' personal or real property while the employee is teleworking, except to the extent the government is held liable by the federal tort claims act or the military and civilian employee's claims act.

28-10 DEPENDENT CARE.

The employee understands telecommuting is not a substitute for family care. The employee will not provide child and/or elder care during the work hours. Older children (typically 11 years old and up) who can tend themselves and other adults may be in the home during duty hours.

ARTICLE 29 – FURLOUGHS

29-1 GENERAL PROVISIONS

- a. Sometimes there are circumstances beyond the control of the Employer which may make it necessary to furlough employees.
- b. The Employer has complete authority and responsibility with respect to all decisions regarding the furloughing of employees, including but not limited to, the specific employees furloughed, the days, dates, and times of the furlough, and the duration of the furlough.
- c. By agreeing to this Article, the Union does not waive any individual employee's rights.
- d. The Employer shall implement furloughs in accordance with the applicable governing statutes, rules and/or regulations, and Office of Personnel Management Guidelines (hereinafter referred to collectively as "law") current at the time of the furlough.
- e. This Article addresses the policy and procedures associated with two (2) types of furlough:
 - (1) Shutdown or Emergency Furloughs; and
 - (2) Save Money Furloughs.
- f. Upon receiving official notice of a potential furlough, the Employer shall notify the Union, as soon as practical, of the following:
 - (1) Whether the furlough is a Shutdown (also called "Emergency") or a Save Money Furlough;
 - (2) The expected beginning date of the furlough; and
 - (3) The expected duration of the furlough.
- g. For every furlough, the Employer shall compile a list of excepted employees, (those employees not subject to the furlough) including program and program support staff, if applicable. After it approves a finalized list, the Employer shall provide the Union with a list of the excepted employees at or around the same time it provides the information to the excepted employees.
- h. During the period of a Shutdown (or Emergency) Furlough, an employee shall be regarded as in furlough status during the employee's normal Tour of Duty and Work Schedule, including Compressed Work Schedules, Alternative Work Schedules, Part-Time Work Schedules and associated Off Days. To the best of the Employer's ability, the Employer shall refer to furlough periods in terms of hours rather than days.
- i. During a furlough, and unless contrary to law, leave status shall be handled as follows:

- (1) Annual, sick, court, military leave, credit or compensatory time shall be suspended during the term of the furlough.
 - (2) Employees on approved leave without pay (LWOP) shall remain on LWOP.
 - (3) Employees on Continuation of Pay (COP) status shall remain on COP status.
 - (4) Employees may accept outside employment while on furlough provided such employment does not pose a conflict of interest with their official USDA RD duties. Employees wishing to engage in outside employment should refer to the Office of Ethics website at www.usda.gov/ethics; and
 - (5) Employees on LWOP under the Family Medical Leave Act (FMLA) during the furlough shall continue to be charged LWOP or be placed in a furlough status. However, employees on FMLA but in a pay status must be placed on furlough instead; the furlough time shall not reduce the 12-week entitlement period.
- j. After a furlough, and unless contrary to law, leave status shall be handled as follows:
- (1) At the conclusion of the furlough, the suspension of using and reporting credit hours, compensatory time, annual leave, sick leave, court leave, and military leave (see 29-1-i-(1) above) shall end.
 - (2) Any credit hours, compensatory time, annual leave (including “use-or-lose” leave), sick leave, court leave, and military leave that is suspended during the term of the furlough (see 29-1-i-(1) above) shall not be charged and shall be fully restored.
- k. Based on the length of the furlough, the Employer shall adjust Performance Plan Standards accordingly.
- l. The Employer shall not use furloughs as punishment or discipline in lieu of other means of addressing behavior, conduct, or performance.
- m. All time periods within which a party or employee may or must act pursuant to the terms of the Collective Bargaining Agreement shall be tolled for the duration of any furlough.

29-2 SAVE MONEY FURLOUGHS

- a. If the Employer must furlough employees as a means of addressing a budget shortfall, the Employer may solicit volunteers to be placed in extended LWOP status; or
- b. If the Employer must furlough employees as a means of saving or reducing expenditures, the Employer shall:
 - (1) Solicit volunteers to work reduced hours in conjunction with LWOP; and

(2) Allow affected employees to choose which work days shall serve as their furlough days, with advanced approval of a supervisor and in accordance with Employer leave request requirements.

c. Management reserves the right to deny a request for LWOP.

d. Should an insufficient number of employees in a work unit volunteer for LWOP and the Employer must furlough employees in that work unit, the Employer shall furlough employees by reverse seniority, where the least senior employees are the first employees furloughed. In determining an employee's seniority, the Employer shall use the Retirement Service Computation Date.

29-3 SHUTDOWN (EMERGENCY) FURLOUGHS

a. As soon as a Shutdown (or Emergency) Furlough is announced, the Employer shall provide all non-essential employees with all relevant and necessary instruction and information available to the Employer.

b. If directed by the Employer, all furloughed employees shall report to work on the first day of the Shutdown (or Emergency) Furlough for a period of either four (4) hours or as long as is required to complete those tasks necessary for an orderly shutdown, whichever is less. If a furloughed employee has any telework agreement in place (scheduled or *ad hoc*), they may seek approval from their supervisor to telework on the first day and complete their shutdown activities remotely.

c. As often as practical, the Employer shall keep employees apprised of the status of the furlough.

e. Non-essential employees shall be paid for the Shutdown (Emergency) Furlough days only to the extent permitted by Congress.

f. Excepted employees shall be paid and non-essential employees shall be paid for any time worked pursuant to 29-3-b above, but not until a continuing resolution or appropriation is enacted.

REQUEST FOR OFFICIAL TIME FORM

Employee's Signature: _____

Estimate of Time Needed: _____

Employee's Destination: _____

Circle Reason for Official time:

Employee Grievance

Meet with Union Rep.

Training

I & I Bargaining

Contract Negotiations

Other (Specify) _____

Date and Time Departed Work: _____

Supervisors:

If, due to emergency or pressing work requirements you cannot release the bargaining unit member, state the reason below. Also, indicate approximately when he/she can be released.

Released: _____

Not Released: _____

Supervisor's Signature _____

This form must be returned to a supervisor when the officer or steward returns to work and a copy should be attached to the timesheet.

APPENDIX B

MEMORANDUM OF UNDERSTANDING BETWEEN DEPARTMENT OF AGRICULTURE AND NATIONAL FEDERATION OF FEDERAL EMPLOYEES FEDERAL DISTRICT 1 International Association of Mechanics and Aerospace Workers (IAMAW)

The Parties to this memorandum, the National Federation of Federal Employees, Federal District 1, IAMAW hereinafter referred to as NFFE-IAM, and the U.S. Department of Agriculture, hereinafter referred to as USDA, enter into this agreement for the purpose of establishing a mutually beneficial dues withholding agreement.

1. This Memorandum of Understanding is subject to and governed by 5 USC 7115, by regulations issued by the Office of Personnel Management (5 CFR 550.301, 550.311, 550.312, 550.321 and 550.322), and will be modified as necessary by any future amendments to said rules, regulations and law.
2. Any employee of the USDA who is included in a NFFE-IAM bargaining unit may make a voluntary allotment for payment of dues to the NFFE-IAM. This Memorandum of Understanding shall be made a part of every current and future Local and National agreement as agreed to by Local or National Parties, and shall be the only authorized method for obtaining dues withholding.
3. The employee shall obtain SF-1187, "Request for Payroll Deductions for Labor Organization Dues", from NFFE-IAM and shall file the completed SF-1187 with the designated NFFE-IAM representative. The employee shall be instructed by NFFE-IAM to complete the top portion and Part B of the form. No number shall appear in block 2 of the form except the employee's Social Security number.
4. The President or other authorized official of the Local Union or the National Secretary-Treasurer will certify on each SF-1187 that the employee is a member in good standing of NFFE-IAM; insert the amount to be withheld, and the appropriate Local number; and submit the completed SF-1187 to the Servicing Personnel Office of the USDA Agency involved. The Servicing Personnel Office shall certify the employee's eligibility for dues withholding, insert the NFFE-IAM code (01), and process it with the National Finance Center within five (5) work days after receipt, with dues deductions becoming effective as of the beginning of the first full pay period after it is processed. The Servicing Personnel Office will forward a copy of the SF-1187 to the NFFE-IAM National Treasurer at 805 15th Street, N.W. Washington, D.C. 20005, after it is processed.
5. Deductions will be made each pay period by the NFC and remittances shall be made promptly each pay period to the National Office of the NFFE-IAM. The NFC shall also promptly forward to NFFE-IAM, a listing of dues withheld via electronic means, e.g. CD. The listing shall be segregated by Local and shall show the name of each member employee from whose pay dues was withheld, the last four (4) digits of the employee's Social Security number, the amount withheld, the code of the employing agency, and the number of the Local to which each employee belongs. Each Local listing shall be

summarized to show the number of the members for whom dues were withheld, total amount withheld, and the amount due to Local. Each list will also include the name of each employee member for that Local who previously made an allotment for whom no deduction was made that pay period, whether due to leave without pay or other cause. Such employees shall be designated with an appropriate explanatory term.

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

7. a. An SF-1188 may be filed by an employee with the appropriate Servicing Personnel Office during the thirty (30) calendar-day period beginning forty-five (45) days prior to the anniversary date of his/her first dues withholding and ending fifteen (15) days prior to the anniversary date. It is the employee's responsibility to ensure timely filing of the revocation forms. The Agency shall discontinue withholding the dues from the employee's pay effective on the employee's anniversary date. The Servicing Personnel Office shall notify the NFFE-IAM National Office, in writing, of all revocations and provide a copy of the SF-1188 at the time the revocation is made effective.

b. An employee who has been on payroll deduction of union dues for more than a year may voluntarily revoke an allotment for the payment of dues by completing SF-1188, "Cancellation of Payroll Deductions for Labor Organization Dues", or by memorandum in duplicate and submitting it to the appropriate Servicing Personnel Office. The Servicing Personnel Office shall process the revocation with NFC, with the change to become effective at the beginning of the first full pay period after September 1 of each year provided that the revocation was received by the Servicing Personnel Office on or before August 1 of that same year. It is the employee's responsibility to ensure timely filing of the revocation forms. The Servicing Personnel Office shall notify the NFFE-IAM National Office, in writing, of all revocations and provide a copy of the SF-1188 at the time the revocation is made effective.

8. The USDA, through their Service Personnel Offices will terminate an allotment:

- a) as of the beginning of the first full pay period following receipt of notice that exclusive recognition has been withdrawn;
- b) at the end of the pay period during which an employee member is separated or assigned to a position not included in a NFFE-IAM bargaining unit;
- c) at the end of the pay period during which the Servicing Personnel Office receives a notice from the NFFE-IAM or Local of NFFE-IAM that an employee member has ceased to be a member in good standing; or
- d) in accordance with paragraph 7.

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

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

11. This Memorandum of Understanding shall remain in effect for as long as NFFE holds exclusive recognition in USDA, except either Party may propose amendments at any time after the first anniversary date of the signing of this Agreement unless necessitated earlier by changes to law or regulation. This Memorandum may be incorporated into the Master Agreement between the U.S. Forest Service and the NFFE-IAM Forest Service Council and any other collective bargaining agreement between NFFE-IAM and a USDA activity upon mutual agreements of the Parties.

This Agreement becomes effective thirty (30) calendar days after it is by both Parties.

Signature:

Redacted Labor Relations Officer OHRM,
USDA
11/2/2010

Redacted, National Secretary-Treasurer National Federation
of Federal Employees, IAMAW
11/2/2010