

**AGREEMENT BETWEEN**

**FARM SERVICE AGENCY  
OKLAHOMA**

**AND**

**AMERICAN FEDERATION OF  
GOVERNMENT EMPLOYEES  
LOCAL 3354**

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## PREAMBLE

- A. The PARTIES agree to mutually establish and maintain a work environment that ensures the integrity of the federal service, promotes the most effective and efficient delivery of agency programs and services, protects the interests of American tax-payers, promotes good workmanship and the principles of good management, protects human dignity and respect, assures equal and fair treatment of employees, and to the extent practicable, provides a work experience for all employees that is personally challenging, rewarding, and that provides equal opportunity for professional growth and success.
- B. Employees and managers shall conduct themselves in a professional and business-like manner, characterized by mutual courtesy and consideration in their day-to-day working relationship.
- C. The parties, especially Union representatives and first-line supervisors, are encouraged to meet as necessary to informally discuss and attempt resolution of matters or problems of concern to either party, including but not limited to, employees' concerns or dissatisfactions and problems of agreement interpretation and administration.
- D. The intent of the parties is to establish procedures to accommodate the union's legitimate need to perform representational activities specified in this agreement and as permitted by law. It is also the intention of the parties to accommodate the Employer's legitimate interest in ensuring no unreasonable disruptions exist of the Employer's ability to carry out its critical day-to-day operations and perform its overall mission.
- E. The definitions of all terms in this agreement shall be consistent with definitions of identical terms at 5 USC 7103 or other relevant provision of law, as applicable, unless otherwise specified in this agreement.

## ARTICLE 1: GENERAL PROVISIONS

### PARTIES TO THE AGREEMENT, RECOGNITION, AND DEFINITION OF BARGAINING UNIT

1.1 PARTIES TO THE AGREEMENT: The parties to this agreement are the US Department of Agriculture (USDA), Farm Service Agency (FSA), State of Oklahoma, hereinafter known as the "Employer" and the American Federation of Government Employees (AFGE) Local 3354, hereinafter known as the "Union".

1.2 UNIT OF RECOGNITION: The Employer recognizes the American Federation of Government Employees (AFGE) Local 3354 as the exclusive representative of all employees (hereinafter sometimes referred to as "employees" or "bargaining unit employees") in the bargaining unit as defined below.

1.3 BARGAINING UNIT COVERAGE: This agreement covers all professional and non-professional employees of the USDA, Farm Service Agency in the State of Oklahoma, but excludes all management officials, supervisors, and confidential employees as defined in 5 USC 7103 (a) (13) and employees engaged in federal personnel work other than in a purely clerical capacity.

1.4 NOTIFICATION REQUIREMENTS: Any notification requirements to the Union identified in this agreement imply written notification to the Unit Vice President or in his or her absence Chief Steward.

## ARTICLE 2: PROVISIONS OF LAW AND REGULATIONS

2.1 In the administration of all matters covered by this agreement, management officials and employees are governed by existing or future laws and regulations of appropriate authorities, by existing government-wide regulations set forth, and by existing published Department and Agency rules and regulations consistent with provisions of 5 USC Chapter 71. The union waives no right by agreeing to this proposal.

2.2 Terms and conditions of this Agreement supersede conflicting past practices and previously negotiated agreements between the Union and Employer. All past practices and negotiated agreements which are consistent with the terms and conditions of this Agreement remain in full force and effect subject to law and existing Government-wide rules and regulations...

## ARTICLE 3: RIGHTS OF EMPLOYEES, UNION, AND EMPLOYER

### 3.1 MANAGEMENT RIGHTS:

- A. Subject to subsection B of this section, nothing in this section shall affect the authority of any Management official of the Employer:
1. To determine the mission, budget, organization, number of Employees, and internal security practices of the Employer; and
  2. In accordance with applicable laws:
    - a. to hire, assign, direct, layoff, and retain Employees of the Employer, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees;
    - b. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Employer operations shall be conducted;
    - c. with respect to filling positions, to make selections for appointments from:
      - (1) among properly ranked and certified candidates for promotions; or
      - (2) any other appropriate sources; and
    - d. to take whatever actions may be necessary to carry out the Employer's mission during emergencies.
- B. Nothing in this section shall preclude the Employer and the Union from negotiating in accordance with the provisions of 7106 (b) (1) of the statute and Executive Order 12871:
1. on the numbers, types and grades of Employees or positions assigned to any organizational subdivisions, 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; and
  3. appropriate arrangements for Employees adversely affected by the exercise of any authority under this section by such Management officials.
- C. In order to maintain the spirit of cooperation between Employer and Union, the Employer agrees to seek input from designated Union officials when making decisions described above.

### 3.2 RIGHTS AND DUTIES:

- A. The Union, which has been accorded exclusive recognition, is the exclusive representative of the Employees in the Unit it represents and is entitled to act

for, and negotiate collective bargaining agreements covering all Employees in the Unit. The Union is responsible for representing the interests of all Employees in the Unit it represents without discrimination and without regard to labor organization membership.

B. The Union shall be given the opportunity to be represented at:

1. any formal discussion between one or more representatives of the Employer and one or more Employees in the Unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or
2. any examination of an Employee in the Unit by a representative of the Employer in connection with an investigation if:
  - a. the Employee reasonably believes that the examination may result in disciplinary action against the Employee; and
  - b. the Employee requests representation.

C. The Agency shall annually inform its Employees of their rights under paragraph B 2 of this subsection

D. Employee Orientation

1. Management will give notice to the Union Vice-President or designee of all orientation sessions for new Employees. The Union may distribute appropriate material and may discuss issues which do not constitute internal Union business. Management will insure that each Bargaining Unit Employee receives:
  - a. a copy of the Union Contract
  - b. any Bargaining Unit-wide supplemental agreement,
  - c. Union provided listing of Stewards, and Officers
  - d. Union provided cover letter.
2. Within 5 working days after an Employee enters on duty into a new work Unit, the Supervisor will contact the appropriate Union Steward and arrange for a time for an introduction. It is understood that this provision applies to any permanent assignment or to any temporary assignment greater than 30 days.

E. To the extent it is within Management's control, Management will provide the Union with adequate prior notice of changes in working conditions which may be subject to bargaining with the Union. Management will provide the Union with notice of changes in working conditions as soon as possible after such changes are initially planned for implementation by Management. Such notice will be provided in writing to the Unit Vice President with a copy to the Chief Steward.



1. Following the Union's receipt of notice of proposed changes in working conditions, the Union will have ten (10) workdays to submit a demand to bargain concerning the proposed changes. During this period, the Union will be granted reasonable official time, travel and per-diem to meet with affected employees and to gather necessary information to determine whether it will request bargaining. Normally, the Union will be authorized two representatives for such purposes. If additional representatives are needed, Management will make a determination on a case by case basis.
  2. No unilateral changes by Management will be made until negotiations have been completed, including any impasse procedures, except in the case of overriding exigencies related to the necessary functioning of the Agency.
  3. Once the Union submits a written bargaining demand identifying all issues to Management, the Union will present written proposals to Management within ten (10) workdays of Management's receipt of the Union's bargaining demand. During this period, the Union will be granted reasonable official time, travel and per-diem to meet with affected employees for the purpose of preparing proposals. Normally, the Union will be authorized two representatives for such purposes. If additional representatives are needed, Management will make a determination on a case by case basis.
  4. Following receipt of the Union's proposals, Management will then have ten (10) workdays to present its written counter-proposals to the Union.
  5. Bargaining will commence within 10-15 workdays following the Union's receipt of Management's counter-proposals.
  6. The parties can alter any of the above time frames through mutual agreement.
- F. It is understood and agreed that whenever the phrase "as determined by Management" is used in this Agreement, such Management determinations may be grieved under Article 5 or appropriate procedures.
- G. Employees will not be adversely affected with respect to any condition of employment as a result of their participation in authorized Union Activities.

### 3.3 EMPLOYEES' RIGHTS:

- A. Each Employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely, and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such right:

1. to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities; and
  2. to engage in collective bargaining with respect to conditions of employment through representatives chosen by Employees under this chapter.
- B. Employees shall have the right to Union representation upon request in Management-initiated formal disciplinary meetings.
- C. As soon as practicable when making inquiry into possible Employee misconduct for which a disciplinary or adverse action may be proposed or issued, Management will summarize the facts to the extent they are known regarding the possible instance of misconduct, present these facts to the Employee whose conduct is being investigated, and provide him/her the opportunity to reply. The Employee will, upon request, be afforded the opportunity for Union representation at this time. At that point, the Employee may indicate the names of witnesses who he/she believes have information relevant to the inquiry. If the Employee identifies witnesses who it is reasonably believed have information relevant to the inquiry, the investigating Management official will, if possible, contact these witnesses during the inquiry. Any decision to take disciplinary action will be made after the Employee has been provided an opportunity to respond unless the Employer has been unable to contact the Employee after a reasonable attempt. The Employee's reply, if any, will become part of the record of inquiry.
- D. Supervisors will retain any Employee files in strict accordance with Privacy Act requirements. When an Employee is formally counseled regarding conduct problems or less than acceptable performance, a written record of such counseling will be developed; and initialed and dated by the Employee. Such documentation supporting the counseling will be discussed with the Employee, and a copy of appropriate documentation will be attached to the counseling notes. A copy of this information will be provided to the Employee upon request.

It is understood and agreed that formal counseling should occur as close to the event as possible; however, it is also understood and agreed that not every infraction in and of itself warrants the requirement that a Supervisor counsel an Employee. Managers will exercise judgment in their determination of the appropriate time for counseling and will, to the maximum extent feasible, insure the confidentiality of Employees.

## ARTICLE 4: PROBATIONARY, PART-TIME, AND TEMPORARY EMPLOYEES

4.1 GENERAL: All such employees of the bargaining unit shall be covered by the terms of this Agreement to the extent consistent with applicable laws and regulations, except as specifically modified by the Agreement.

### 4.2 PROBATIONARY EMPLOYEES

A. Procedures for probationary bargaining unit employees:

1. The Employer agrees to provide probationary employees with the opportunity to develop and to demonstrate their proficiency.
2. The Employer agrees to advise a probationary bargaining unit employee of his/her performance progress at the expiration of the first six (6) months of the probationary period, in addition to the standard review process.
3. Probationary employees are subject to discharge at any time during their probationary period if work performance or conduct during this period fails to demonstrate fitness or qualifications for continued employment. When the Employer terminates a bargaining unit employee serving a probationary period, the Employer shall notify him/her of the reasons for termination and provide two weeks termination notice.
4. The Employer may allow a probationary bargaining unit employee the opportunity to resign his/her position in lieu of termination.

B. Consultation - Any probationary bargaining unit employee may consult with the Union regarding their termination.

### 4.3 PART-TIME EMPLOYEES

A. Employee information - Employees may request information concerning the impact of the conversion from full-time to part-time or part-time to full-time employment in the areas of retirement, reduction-in-force, health and life insurance, promotion, and step increases. The Employer will provide the requested information within fifteen (15) workdays from the date of the request.

B. Consideration - The Employer will consider employee requests to convert to part-time or full-time work.

C. Adjustment of Schedule - Any conflicts in schedule will be negotiated between the Union and Employer.

#### 4.4 TEMPORARY EMPLOYEES

Temporary employees will be afforded the same rights to Union representation as other bargaining unit employees.

## ARTICLE 5: GRIEVANCES

5.1 PURPOSE: The purpose of this article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances. Employees can immediately seek Union representation to resolve a complaint or may specifically inform their supervisor that they are grieving a matter for which Union representation must be provided.

5.2 SCOPE: A grievance will be defined as any complaint:

- A. By any employee concerning any matter relating to the employment of the employee;
- B. By the Union concerning any matter relating to the employment of any employee;
- C. By any employee, the Union, or the Employer concerning:
  - 1. The effect or interpretation or claim of breach of a collective bargaining agreement;
  - 2. Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- D. The Employer and the Union agree that every effort will be made by the parties to settle grievances at the lowest possible level. The filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization, nor is it intended to reflect personally on any representative of the Employer.

5.3 OFFICIAL TIME: Employees and their designated Union representatives will be allowed a reasonable amount of official time to discuss, prepare for, and present grievances including attendance at meetings with Management officials.

5.4 QUESTIONS OF GRIEVABILITY: For purposes of this Agreement, a "grievance" means any complaint as defined under Section 7103 (a)(9) of the Statute, excluding from grievability such issues as are defined under Section 7121 (c) of the Statute.

## 5.5 PROCEDURE FOR EMPLOYEE-INITIATED GRIEVANCES

- A. The Union shall have the right to represent employees at any stage of this procedure. Upon Employer notification by an employee that representation is desired to pursue a complaint, no further discussion or questioning shall take place until a Union representative is present.
- B. The Employer and the Union expect employees and supervisors to make a sincere effort to reconcile their differences. When such efforts fail, however, the following procedures are established for settlement of employee-initiated grievances.
- C. Procedure
  - 1. If an employee wants the Union to initiate a grievance on his/her behalf, the Union will initiate the first step of the grievance process within five (5) workdays of the request for representation by the employee.
  - 2. An employee who wishes to seek Union representation in order to pursue a grievance must seek such representation within fifteen (15) workdays of the date of the occurrence giving rise to the grievance or that employee's awareness of it. It is understood if an employee wishes to represent himself/herself under these established grievance procedures, the Union retains the right to be present at any discussions regarding the grievance or its adjustment. Employees are reminded that time frames to file a grievance continue to run throughout the time the employee is attempting to informally settle the complaint.
  - 3. Within fifteen (15) workdays of receipt of a written grievance, the supervisor will review the matter being grieved, schedule and hold a meeting to include the supervisor, the grievant and/or the Union representative, and another management designee to discuss the issues. The supervisor will forward a written response granting or denying the remedy requested within fifteen (15) workdays of that meeting.
  - 4. If not satisfied with the immediate supervisor's response, the Union may similarly submit a written request for review by the State Executive Director (SED) within fifteen (15) workdays of receipt of the immediate supervisor's decision. Within fifteen (15) workdays of receipt, the SED or designee will schedule a meeting to include the Union representative, the grievant, the SED or designee, and a Management designee. The SED will respond with a written decision granting or denying the remedy requested within fifteen (15) workdays of that meeting.
  - 5. If the Union is not satisfied with the SED's response, the parties are required within 20 workdays to invoke mediation prior to arbitration unless both parties agree to forgo mediation. If no agreement is reached during

mediation, the Union may appeal to arbitration within twenty (20) workdays from the close of mediation.

- D. Content of grievances--The written grievance will, as a minimum, note the incident being grieved, identify, if appropriate, the specific law, rule, regulation or contract provision allegedly violated, the remedy requested, and identify the appropriate Union steward representing the grievant. Employee initiated grievances will be filed with the lowest level management official with authority to resolve the grievance.

## 5.6 UNION AND EMPLOYER-INITIATED GRIEVANCES

### A. Union-initiated grievances

1. If the Union chooses to file a grievance against the Agency, it must pursue the grievance within fifteen (15) workdays after the occurrence or the Union's awareness of the occurrence (if the grievance concerns a continuing practice or policy affecting general conditions of employment).
2. Within fifteen (15) workdays after receipt of the grievance, Employer will hold a meeting which will normally be attended by the Union Vice President or designee, one other officer/steward, the SED or designee, and one other Management representative. Additional meetings will be held upon mutual agreement of the parties. Within fifteen (15) workdays after the final meeting, the SED or designee will respond to the Union with a written decision granting or denying the remedy requested.
3. If the Union is not satisfied with the SED's response, the parties are required within 20 workdays to invoke mediation prior to arbitration unless both parties agree to forgo mediation. If no agreement is reached during mediation, the Union may appeal to arbitration within twenty (20) workdays from the close of mediation.

### B. Agency-initiated grievances

1. If the Employer chooses to file a grievance against the Union, it must pursue the grievance within fifteen (15) workdays after the occurrence or Employer's awareness of the occurrence.
2. Within fifteen (15) workdays after receipt of the grievance, the Union will hold a meeting, which will normally be attended by the Union Vice President or designee, one other officer or steward, the SED or designee, and one other Management representative. Additional meetings will be held upon mutual agreement of the parties. Within fifteen (15) workdays after the final meeting, the Union will respond with a written response to Employer. If Employer is not satisfied with the Union's response, the parties are required within 20 workdays to invoke mediation prior to

arbitration unless both parties agree to forgo mediation. If no agreement is reached during mediation, Management may appeal to arbitration within 20 workdays from the close of mediation.

#### 5.7 OBSERVANCE OF TIME LIMITS

Time limits specified in this Agreement may be modified by mutual agreement of both parties. Failure to adhere to the agreed upon time limits will allow the Union to proceed to the next step in the grievance process and will allow the Employer to reject a grievance or appeal to arbitration as untimely. Except for the initial filing of a grievance, extensions of time will normally be provided as long as the period of extension is reasonable.

#### 5.8 GENERAL CONDITIONS

- A. Grievance decisions will be provided directly to the union representative either by mail or in person. The Employer will ensure that all envelopes are marked "to be opened by addressee only".



## ARTICLE 6: ARBITRATION

- A. If Federal Mediation and Conciliation Service (FMCS) services are agreed upon, the parties will jointly contact FMCS to schedule mediation. If settlement is not reached utilizing mediation, the parties will select an arbitrator and schedule the hearing in accordance with paragraph B.
- B. The party invoking arbitration will request the FMCS or the American Arbitration Association (AAA) to furnish the parties a list of seven (7) impartial persons qualified to act as arbitrators. An information copy of the request will be sent to the other party. The Employer and the Union shall agree, within fourteen (14) calendar days after receipt of the list, upon one of the listed arbitrators. If they cannot agree, they will each strike one name from the list and shall repeat the procedure. The remaining individual shall be the duly selected arbitrator. The arbitrator's decision shall be binding on the parties, unless either party files exception to an award in accordance with regulations prescribed by the Federal Labor Relations Authority.
- C. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.
- D. If mediation/arbitration is selected the parties will share in the expenses through the mediation portion. The arbitrator's fee and expenses of any arbitration hearing which becomes necessary shall be borne equally by both parties. The arbitration hearing will be held, at a mutually agreed upon location during regular day shift hours of the basic workweek. All Bargaining Unit Employees in the hearing shall be in duty status during the number of hours they would normally be at work and in accordance with law and Government-wide rules and regulations. The parties will mutually agree on a case-by-case basis to appropriate arrangements to insure all Employees needed for the hearing are available and able to participate on official time without unduly interfering with workload demands.
- E. If the arbitrator's decision is appealed, and is upheld by the Authority or the courts, the prevailing party will be reimbursed by the losing party for their share of arbitration costs.

## ARTICLE 7: HOURS OF WORK, BASIC WORKWEEK, AND ALTERNATIVE WORK SCHEDULES

7.1 The basic workweek of full time employees shall be Monday through Friday.

7.2. WORK SCHEDULES: Works Schedules authorized include, but are not limited to Maxiflex, compressed and flexitour. Parties agree to negotiate over any other available government-wide work schedules.

### 7.3. REST PERIODS

A. Rest periods of short duration, running from five (5) to twenty (20) minutes are common in industry. They promote the efficiency of the employee and are customarily paid for as working time and should be counted as hours worked. Two paid rest periods (breaks) of fifteen (15) minutes each will be provided to employees. These breaks normally are to be taken during the time periods of 9:00 - 10:00 a.m. and 2:00 - 3:00 p.m. In addition, rest periods are on official time and will be authorized as follows:

1. One rest period during each continuous 4-hour segment of overtime.
2. For employees working two (2) or more hours of overtime hours immediately following regular duty, an additional paid rest period at the end of the normal workday will be granted.
3. Individual employees may have their rest breaks staggered, on a fair and equitable basis and at Employer's discretion, in those offices requiring operations coverage of specific functions during lunch and breaks.

## ARTICLE 8: OVERTIME AND COMPENSATORY TIME

### 8.1 GENERAL

- A. Overtime and compensatory time will be administered in accordance with the applicable law and/or regulation that applies to the employee.
- B. Time under this article will be earned or used in increments of fifteen (15) minutes.
- C. Overtime shall be paid at the overtime rate (1 1/2 hourly) for employees subject to Fair Labor Standards Act (FLSA).
- D. Call-back overtime shall be compensated at a minimum of two (2) hours payable in overtime or compensatory time for both Title 5 and FLSA employees.
- E. The Employer will make every reasonable effort to ensure the safety and security of employees during overtime assignments.
- F. The Employer determines the need for, approves, and assigns all overtime work, and also determines the required qualifications of employees to perform it. Employees may not be penalized in any manner for not working beyond the regular work hours without overtime pay, in accordance with applicable law.

### 8.2 PROCEDURE FOR ASSIGNMENT OF OVERTIME

- A. 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. However, employees will be allowed reasonable time under the circumstances to make arrangements necessary to minimize personal hardship.
- B. When continuity is not a consideration, overtime will be assigned by seeking qualified volunteers within the work unit which would normally be functionally responsible for the task at hand.
- C. In the absence of sufficient qualified volunteers within the work unit, overtime shall be assigned to a qualified employee in a fair and equitable manner.

### 8.3 COMPENSATORY TIME

- A. Compensatory time is considered overtime. All rules and procedures established in this article that govern the assignment and accrual of overtime are applicable to compensatory time, except as noted herein.
- B. FLSA "nonexempt" employees may be allowed to earn compensatory time rather than paid overtime provided that the employee requests, in writing, at the time overtime is assigned, that compensatory time be granted in lieu of paid overtime. Compensatory time for FLSA nonexempt employees is granted at the discretion of the Employer, however, the Employer may not require that the employee earn compensatory time in lieu of paid overtime.
- C. Compensatory time not used by the end of the leave year following the year in which it was earned or by the time of separation will be payable at the overtime rate applicable when the compensatory time was earned.
- D. Compensatory time will be used prior to annual leave unless in a year when forfeiture of annual leave is possible.

### 8.4 FEDERAL HOLIDAYS

- A. When the Employer requires the services of employees on a designated federal holiday, the Employer will fill its needs using the procedures established under this article.
- B. To minimize the effect of assigning employees to work on designated federal holidays, the Employer will make every reasonable effort to provide a minimum of seven (7) workdays notice to affected employees.

## ARTICLE 9: LEAVE

### 9.1 GENERAL RULES

- A. Employees will earn annual and sick leave in accordance with applicable laws and regulations.
- B. Denial of leave requests will not be used in lieu of disciplinary or adverse actions.
- C. Requests and approval or disapproval will be documented on a SF-71, "Application for Leave". Faxed signatures will be accepted.

### 9.2 ANNUAL LEAVE AND VACATIONS

- A. It is agreed that the use of accrued annual leave is an employee right, subject to the approval of the supervisor.
- B. The employee will secure advance approval of annual leave from his/her supervisor except when, because of unforeseen circumstances, it is necessary for the employee to be absent for reasons chargeable to annual leave, and it is not possible to obtain approval in advance. It is the employee's responsibility to notify the supervisor as soon as possible.
- C. When an employee with advanced approval of annual leave transfers from the approving authority of one supervisor to that of another supervisor, the new supervisor will approve the scheduled leave if it can be accommodated in the new organization without disruption to the scheduled leave of other employees.
- D. Once scheduled annual leave is approved in accordance with this article, it will not be cancelled by Management except in the case of actual workload demands that require the employee's services and that could not reasonably have been anticipated at the time of the approval, or in other bonafide emergency situations. Management will make every reasonable effort to avoid canceling the vacation-scheduled leave of an employee who has made a deposit for vacation reservations.
- E. During the months of February and August of each year, Employees will be notified to submit requests for extended annual leave of one calendar week or more and/or requests for days immediately preceding and following holidays for 6-month periods, April through September and October through March, respectively. Such Written requests should be submitted to the

appropriate leave-approving official by the last day of February and August, respectively.

- F. When conflicts arise in scheduling annual leave requests received during the 6-month leave request periods above, which cannot be voluntarily resolved by the parties to the conflict, they will be resolved using a service computation date (SCD) roster. The procedure will operate as follows:
1. Each leave approving official will initially establish an Employee Annual Leave Roster in SCD order (from earliest to most recent).
  2. This roster will be used to resolve individual conflicts in favor of, and at the option to, the employee first on the list having the earliest SCD.
  3. When extended annual/holiday leave requests are submitted after the February or August leave scheduling periods, the leave requests will be considered on a first-come, first-served basis.

### 9.3 SICK LEAVE

- A. Employees shall earn sick leave in accordance with applicable laws and regulations. Sick leave may be granted in increments of fifteen (15) minutes. Sick leave absence which cannot be anticipated in advance shall be requested by the employee of his/her supervisor or designee by 9:00 a.m. for each of the first three days of absence
- B. The employee's written request for sick leave will be submitted to the supervisor on SF-71 "Application for Leave" as far in advance as possible. At the request of the immediate supervisor an acceptable medical certificate may be required for sick leave absences in excess of three days. The employee need not disclose the specific medical condition, unless he or she chooses to do so.
- C. The Employer will fully adopt the Family and Medical Leave Act (FMLA) which became effective August 5, 1993, and any updates to it.
- D. If an employee has no sick leave available, and he/she is incapacitated for duty based on illness or injury, he/she may request use of annual leave, advanced annual leave, advanced sick leave, LWOP in accordance with established procedures, FMLA, or donated leave through the Voluntary Leave Transfer Program. All requests and approvals must be in accordance with law, government-wide rules and regulations, and this Agreement.
- E. The Employer will fully adopt the Family Friendly Leave Act, which became effective December 2, 1994, and any updates to it.

9.4 LEAVE WITHOUT PAY (LWOP) - Employees must apply for LWOP in advance, unless appropriate mitigating circumstances exist. All requests for LWOP must be submitted on SF-71 forms. LWOP is not a matter of right and may be approved or disapproved by the supervisor/designee based on workload demands and the employee's previous usage.

9.5 LEAVE TRANSFER PROGRAM - The Employer agrees to continue its Voluntary Leave Transfer Program in accordance with agency law, rule, or regulation.

#### 9.6 PROCEDURES FOR WARNING EMPLOYEES OF LEAVE ABUSE AND PLACING EMPLOYEES ON LEAVE RESTRICTIONS

##### A. Leave Abuse

1. When a supervisor has sound reason to believe an employee is abusing leave, the supervisor will verbally counsel the employee. If improvement is not shown, the supervisor may then issue a letter of warning to the employee. The letter will include the evidence supporting the basis for a determination of alleged leave abuse, what the employee must do to correct the problem, and the nature of leave restriction which may result if the problem is not corrected.
2. If the problem has not been corrected after verbal counseling, written warning, and/or charges of AWOL, as appropriate, the employee may be placed on leave restriction. Such leave restriction will explain the reason for the restriction and will be fair, reasonable, and equitably applied to all employees.

##### B. Reviewing and removing leave restrictions:

1. In all cases of leave restriction, a review will be made no later than the fourth (4th) month of the restriction. At that time, a written determination will be made, based on the evidence, whether to remove the employee from leave restriction or continue it.
2. If an employee's leave practices deteriorate within 90 days after the removal of the leave restriction, leave restriction will again be imposed.

#### 9.7 HAZARDOUS WEATHER LEAVE

- A. "Hazardous weather conditions" and "emergencies which disrupt travel" are conditions which are unusually severe and disruptive to normal travel or transportation of employees between their homes and their duty stations (tornadoes, floods, blizzards, severe snow, icing on roads, large-scale civil disturbances such as riots or strikes, etc.).

B. Dismissal policy - Management will excuse employees from duty during hazardous weather or other emergencies which disrupt travel. The decision to excuse employees from duty should be based on one of the following actions:

1. Official public announcement by state, local, or federal authorities that driving and travel should be avoided because of an emergency condition.
2. When a state or local authority publicly declares that weather conditions in an employee's residence area are extremely hazardous and that driving should be limited to that which is absolutely necessary, the employee should be excused on official hazardous weather leave and granted administrative leave.

#### 9.8 ADMINISTRATIVE LEAVE

A. The State Executive Director agrees to request from the Administrator that Bargaining Unit Employees be granted one day of Administrative Leave once a year to attend an official union function. In order to be eligible for the Administrative Leave, the Unit Vice President or designee will notify management of the date of the official meeting at least 2 months prior to the date. Management will receive a list of the employees who have attended, and will only grant Administrative Leave to those Bargaining Unit employees. It is understood that at least a minimal level of customer service will be maintained at all service centers.



## ARTICLE 10: MERIT PROMOTION/PROCEDURE FOR FILLING VACANCIES

### 10.1 GENERAL PROVISIONS

- A. The principle of merit promotion is to ensure that employees are given full and fair consideration for advancement and to ensure selection from among the best-qualified candidates. The Employer recognizes the value of promoting from within, and allowing the maximum opportunity for bargaining unit employees to be allowed to develop and advance to their full potential.
- B. All positions for which Bargaining Unit employees are eligible will be filled on the basis of merit and in accordance with applicable law, rule, regulations, and this Agreement.
- C. The area of consideration for bargaining unit vacancies will be as follows:
  - 1. Management agrees to first advertise to Oklahoma FSA Employees. After review of the certificate and prior to interviews, management has the option to expand the area of consideration in accordance with applicable agency merit promotion regulations.
- D. Employees not selected for a position shall be notified within 10 workdays after a selection has been made. Upon the employee's request, he/she will be verbally advised of strengths and weaknesses in his/her application and/or interview process and how the Employee may improve his/her chances for future promotion.
- E. If a position is not filled after a certificate has been issued, all bargaining unit employees listed as best qualified on the certificate shall be given written notification listing the reasons why the position was not filled.
- F. When bargaining unit positions become vacant, they will normally be back-filled as federal positions.
- G. As a bargaining unit position becomes vacant, management will promptly notify the Union within ten (10) workdays to solicit the Union's participation and necessary input.

### 10.2 VACANCY ANNOUNCEMENTS

- A. Before filling any bargaining unit positions, current bargaining unit employees will be given priority consideration for a lateral transfer in accordance with applicable laws and regulations. Employees exercising priority consideration will not be eligible for relocation expenses.

- B. All vacancies in the unit will be announced and will be filled competitively. Announcements will be posted within 48 hours of issuance. Electronic notification of vacancies will be used where such capabilities exist. All announcements should remain posted until the announcement officially closes. Vacancy announcements will be open not less than ten (10) calendar days and each will contain a brief description of the position and of the basic eligibility requirements.
- C. Supervisors and managers are responsible for proper notification to eligible employees who will be absent from the office beyond the closing date of the announcement.
- D. If the vacancy announcement is canceled, a notice of cancellation will be posted in the same areas as the original announcement appeared.

10.3 INFORMING UNION - A copy of each vacancy announcement of bargaining unit positions will be forwarded to the Union Vice President or Chief Steward by fax concurrently with distribution of the announcement.

#### 10.4 EVALUATION AND RANKING PROCEDURES

- A. Union representation - A Union representative will serve on all merit promotion panels at KCMO involving bargaining unit employees. The employer will notify the Union when the panel will be convened. Cost for housing, travel, and per diem will be borne by the agency.
- B. Evaluation and ranking procedures will be in accordance with the USDA Common Merit Promotion Plan.

#### 10.5 REFERRAL AND SELECTION

- A. Referral and selection will be in accordance with the USDA Common Merit Promotion Plan.
- B. Once a selection decision has been made, management will attempt to notify all applicants verbally and follow up in writing as to the results of the selection prior to results being released by State notice.

#### 10.6 RIGHT TO REVIEW RECORDS

- A. An official promotion case file for all vacancy announcements will be prepared and maintained in the servicing personnel office for two years.

- B. An employee will be furnished upon request, with or without representation by the Union, all information pertaining to the filling of the vacancy announcement per the USDA Common Merit Promotion Plan.

10.7 RESOLUTION OF DISPUTES: A grievance may be filed when there is an alleged violation of relevant Merit Promotion law, rule, regulation, or the provisions of this Article.

#### 10.8 CAREER LADDER POSITIONS

- A. Supervisors of employees in career ladder positions are responsible for developing a plan to ensure the employee will work to attain the full performance level of the next grade. If the employee is not progressing satisfactorily, it is the responsibility of the supervisor to counsel the employee. Steps should be taken to correct any deficiencies identified.
- B. An employee will be promoted to the next higher grade in the career ladder beginning with the first pay period after 52 weeks or whatever lesser time period may be applicable, provided that:
  - 1. Applicable time in grade, qualification, quality of experience requirements, and other appropriate statutory and administrative requirements have been met; and
  - 2. A rating or progress review of the employee's overall performance for the time in grade is satisfactory.
- C. If an employee's career ladder promotion is held back, he/she has the right to be represented by the Union. If an employee chooses to be represented by the Union, his/her representative will have the right to be present at all promotion discussions.

10.9 NONCOMPETITIVE PROMOTION - When the servicing personnel office determines that there has been an accretion of duties and responsibilities that warrants an increase in grade, the employee, supervisor, and Union representative will be notified. The Employer will promote the employee without competition.

#### 10.10 TEMPORARY PROMOTIONS

- A. Employees assigned to higher grade positions for a minimum of 30 calendar days or more will be temporarily promoted and receive the higher rate of pay effective with assignment to the higher graded position.
- B. Selections for temporary promotions of 90 days or less will normally be

made from among well-qualified employees in the immediate work area and next lower grade using informal merit principles. Such promotions, where practicable, will be rotated among well-qualified employees.

- C. Disputes arising out of the application of the temporary promotion procedures shall be processed in accordance with the negotiated grievance procedure.

## ARTICLE 11: TRAINING

### 11.1 TRAINING AND DEVELOPMENT

- A. The Employer and the Union agree that the training and development of employees within the unit is a matter of primary importance to the parties. The Employer will make every reasonable effort to provide maximum training and development of all employees, including but not limited to, training in all elements of their job, within a reasonable length of time after entering into a new position. The Employer and the Union also recognize that each employee is responsible for applying reasonable effort, time, and initiative in increasing his/her potential through self-development and training.
- B. Management is to ensure that all employees receive a yearly reminder of the availability of government-sponsored training programs, the general scope of training, the criteria for approval of training, and the nomination procedures. Upon request, employees will be allowed to review any list of training courses proposed for the annual training plan, prior to the employees preparation of their individual development plans (IDP's). Within 60 calendar days of the beginning of each annual appraisal period, the training needs will be discussed with the supervisor and each employee and the employee will be allowed the opportunity to request training that would also help meet his/her job-related needs subject to the approval of the supervisor. Upon approval, job-related training that is scheduled on the IDP will be carried out within the training plan year as long as resources are available

### 11.2 SELECTION FOR TRAINING

- A. Nominations and selections for all types of training will be fair and equitable. If the training will lead to promotional opportunities, selection for such training shall be in accordance with the Merit Promotion Program as outlined in appropriate regulations and this Agreement. Training nominations and selections will be in accordance with equal employment opportunity guidelines and supportive of affirmative action goals.
- B. Where the Employer requires employees to attend job-related training courses or sessions, the employees shall be given reasonable notice, normally more than two (2) weeks. When an employee submits a timely request for career development training, the Employer shall make every attempt to notify the employee at least one (1) week prior to the start of the training as to approval or disapproval of the request. Notification of this approval or disapproval shall be in writing.

### 11.3 TYPES OF TRAINING PROVIDED

- A. Subject to available funding, the types of training provided will include, but not necessarily be limited to, the following:
1. Job-related training consists of any type of training that relates directly to the employee's current job duties. When the Employer determines that training directly related to accomplishing the employee's job requirement is necessary, the Employer shall, consistent with needs and resources, send that employee to the appropriate training. This does not preclude serious consideration of employee-initiated training requests when such training would result in better organizational or individual performance.
  2. Career development training is more general training to improve general skills, knowledge, abilities, or career growth potential for employees. It may include, but not be limited to, on-the-job training through cross training on job assignments, OPM, or other government-provided training in accordance with appropriate rules and regulations.
- B. Management will pay all costs of the approved training.

### 11.4 TRAINING APPROACHES

- A. The following approaches to employee training will be utilized, as appropriate:
1. FSA-provided, contract-provided, or on-the-job training to improve employee capabilities to perform their current duties;
  2. Cross-training and rotational assignments in complimentary positions;
  3. Enrollment of employees in part-time educational programs at local educational institutions and/or in correspondence courses;
  4. Long-term training in federal and non-federal educational institutions;
- B. At the time of the progress review, performance evaluation, or at any other time necessary, supervisors shall discuss with employees the training needs and opportunities that would help improve their performance at the current position. Unscheduled discussions concerning an employee's training needs and performance improvement opportunities may be initiated by the employee.
- C. Employees shall receive training and/or orientation appropriate for any job in which they are placed or into which they are assigned under Article 25 of this Agreement.

- D. Employees in career-ladder positions who have not yet reached the full performance level shall not be required to compete for training which the Employer deems is necessary for their accession to the full performance level.
- E. Management agrees to offer general or specialized training to all employee groups so as to ensure that career advancement opportunities are open for all competitive employees.
- F. General provisions of training plans for bargaining unit employees will be mutually agreed upon by Management and the Union
- G. Management will ensure that bargaining unit employees are given the opportunity for cross training on active commodity programs.
- H. All bargaining unit employees will be given unabated access to all handbooks and all producer files for on-the-job enhancement of their cross training. Bargaining unit employees will also be provided access to all handbook and commodity notices as they are published, at their stated office of employment, to further enhance these skills.

#### 11.5 TRAINING EXPENSES

- A. When training is approved, the Employer will pay costs of tuition and required textbooks and other expenses as appropriate, and may pay travel costs, subject to travel regulations and fiscal considerations. If travel funds are not available and the training would otherwise be approved, the employee will be notified and given the option of attending the training without travel reimbursement.
- B. When required training is scheduled during the employee's regularly scheduled work hours, he/she will be granted excused absence or official time to attend the training.
- C. Where budgetary requirements necessitate limiting the amount of funds provided for training, the Employer will use the following guidelines in determining which training to approve:
  - 1. Job-related training will take priority over career development training, however, some career development training funds will be allocated each year to the extent possible. Retraining as outlined in the following section will get the highest priority.
  - 2. If modifications are made in the training plan, these will be communicated to the employee. Assignment to training will not be based on favoritism or other non-merit factors.

## 11.6 RETRAINING AND REQUIRED ADDITIONAL TRAINING

- A. When advance knowledge of the impact of pending changes in function, organization, and mission is available, it shall be the responsibility of the Employer to plan for the maximum retraining of involved employees.
- B. The Employer will, whenever possible, give at least 45 calendar days advance notice to the Union in regard to the installation of any new equipment, machinery, or process which would result in changes of work assignments or require additional training.



## ARTICLE 12: EQUAL EMPLOYMENT OPPORTUNITY

### 12.1 RESPONSIBILITIES

- A. The Employer and the Union agree to cooperate in providing equal opportunity in employment of all persons to prohibit discrimination because of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status and to promote the full realization of equal employment opportunity (EEO) through a continuing affirmative action program. The Employer will be responsible for taking necessary affirmative action with the objectives of ensuring a workplace free of discrimination based on any of the factors listed above and will take appropriate remedial action when discrimination occurs. The parties agree that equal employment opportunity shall be administered in accordance with Title 7 of the Civil Rights Act of 1964, 29 CFR, Part 1614, Title 5 USC, Executive Order, and other applicable rules and regulations.
- B. The Union reserves the right to negotiate any Oklahoma FSA developed Affirmative Employment Plan. Copies of the plan will be provided to the Union and to each employee upon request.
- C. The Union agrees to assist and cooperate with the Employer in assuring equal employment opportunity. The Union will promptly advise the Employer of any problems or potential problems it perceives in the area of equal employment opportunity.
- D. Through positive and continuing efforts, the Union and the Employer will seek to realize full equal employment opportunity for all employees. This will include meeting to discuss measures being taken in this area and possible solutions to problems as they occur.

### 12.2 EMPLOYEE RIGHTS

- A. Any employee who believes that he or she has been discriminated against on the grounds set forth in Section 12.1 may file either a grievance under the provisions of this Agreement (Article 5) or a complaint under an appropriate complaint/appeals procedure.
- B. Any employee who wishes to file or has filed a grievance or complaint shall be free from coercion, interference, and reprisal, and shall be entitled to expeditious processing of the complaint within time limits prescribed by regulations or this Agreement.

### 12.3 REPRESENTATION

- A. Whether the employee chooses to file under EEO procedures or under the negotiated grievance procedure (Article 5), employees have a right whether or not to be represented.
- B. For complaints filed under EEO procedures, the representative may be a Union representative, another employee, or an attorney.
- C. For complaints filed under the negotiated grievance procedure (Article 5), the representative is a Union representative or a Union-designated representative. If the employee elects to process the grievance without representation, the Union shall have the right to be present at any meeting between the Employer and the employee concerning the grievance, to ensure fair treatment and procedural adherence to the terms of Article 5.

### 12.4 EEO INFORMATION

- A. EEO complaint procedures will be posted on all bulletin boards. The Union will also be given a copy of the complaint procedures.
- B. The Employer shall post and maintain the names, phone numbers, and work locations of EEO staff and counselors on official bulletin boards at each office location.

### 12.5 STATISTICAL SUMMARIES

- A. On a yearly basis, the Union will be provided summary statistical data, as available, according to job series, grade level, race, sex, age and handicap data of:
  - 1. Promotion actions
  - 2. Awards (special and performance)
  - 3. Disciplinary actions and adverse actions
  - 4. Outside hiring
  - 5. Workforce profile

### 12.6 OBLIGATIONS

Where the development and implementation of the Employer's Equal Employment Opportunity plans and programs involve changes in personnel policies, practices, or working conditions, the Employer will fulfill its bargaining obligations with the Union under 5 USC Chapter 71, Labor-Management Relations and this Agreement.

ARTICLE 13: CAREER ENHANCEMENT

The Union reserves the right to negotiate this article with management at a later date.

## ARTICLE 14: HEALTH AND SAFETY

### 14.1 GENERAL

- A. The Employer agrees to provide to the extent of its authority and consistent with applicable law, Executive Order 12196, OSHA requirements, as well as other applicable health and safety codes, provide and maintain safe and healthful working conditions for all employees. The Employer and the Union will cooperate with these requirements and encourage employees to work in a safe manner.
  
- B. Pursuant to applicable law and regulation, no employee shall be subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthful working condition, or other participation in agency occupational safety and health program activities, or because of the exercise by such employee on their behalf or another's of any right afforded by Section 19 of the Occupational Safety and Health Act, Executive Order 12196 or 29 CFR 1960. These rights include, among others, the right of an employee to decline to perform their assigned task because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting.

### 14.2 EMPLOYER ACTION

- A. The employees will work with all persons, entities, or organizations which own and/or control work space to which bargaining unit employees are assigned to ensure that healthy and safe working conditions are maintained and to ensure compliance with applicable laws, rules, regulations, and this Agreement. The Employer will provide feedback to employees and the Union regarding the results of any action taken.
  
- B. The Employer agrees:
  - 1. To provide information concerning Federal Employee Health Benefits and Life Insurance Programs as well as occupational and health services.
  - 2. To make information available to employees on health benefits open season activities and maintain copies of offered health plans for review upon request.
  - 3. To work with the building manager, the Department, GSA, and private lessors, as applicable, to have safe electrical equipment and adequate light and ventilation in all work areas.
  - 4. To provide, to the extent possible, safety devices such as glare screens, printer sound covers, etc. which will promote greater safety.

5. To follow the Americans With Disabilities Act and GSA regulations in providing facilities appropriate and adequate to accommodate the needs of handicapped employees.

14.3 UNION ACTION: The Union will encourage all bargaining unit employees to work safely with due consideration for the safety, health, and comfort of all fellow employees. To avoid preventable unhealthy or unsafe working conditions, the Union will encourage respect and care by bargaining unit employees for the Employer's facilities and equipment and their own work environment.

#### 14.4 EMPLOYEE REPORTS OF UNSAFE OR UNHEALTHY WORKING CONDITIONS

- A. Each bargaining unit employee is encouraged to report any unsafe or unhealthy working conditions to his or her immediate supervisor as soon as any such conditions come to his or her attention.
- B. The Employer will investigate the reported condition as soon as is practicable, and may refer the situation to (1) the appropriate FSA or USDA office, (2) GSA, (3) the Occupational Safety and Health Administration (OSHA) of the Department of Labor, or (4) another appropriate official for further investigation. The Union will be given an opportunity to accompany any inspector who responds on such a complaint during the inspector's physical inspection of the workplace. The Union representative will be granted official time for this purpose.
- C. The Employer will ensure a timely response to an employee report of hazardous conditions. No employee will be unreasonably required to continue working in a situation determined to pose the threat of imminent danger.
- D. If an employee is assigned duties which he/she reasonably believes could possibly endanger his/her health or well being, the employee will immediately notify his/her immediate or second-line supervisor of the situation. If the supervisor cannot solve the problem and agrees with the employee, the supervisor will, under normal circumstances, delay the assignment and refer the matter through the proper channels for appropriate action, unless the delay would unduly interfere with the Employer's operation. When the supervisor does not agree with the employee's concerns, the employee has the right to consult the Union and the right to file a report in accordance with the applicable agency or departmental regulations.

14.5 OCCUPATIONAL INJURY OR ILLNESS: Employees who become injured or occupationally ill in the performance of duties shall report the injury or illness to their supervisor as soon as possible. The Employer shall cooperate in promptly processing all paperwork in connection with compensation claims.

14.6 OCCUPANT EMERGENCY EVACUATION PLAN: Each building in which bargaining unit employees are headquartered will have an Occupant Emergency Evacuation Plan. The Employer will issue an annual reminder of the Occupant Emergency Evacuation Program Plan.

#### 14.7 FIRST AID

- A. The Employer will provide first aid kits at FSA building locations. Employer will ensure kits are maintained. All employees will have reasonable access to these supplies.
- B. The Employer may provide training to interested employees for cardiopulmonary resuscitation (CPR) during duty or non-duty hours. If during duty hours, official time will be given to those approved for participation.

## ARTICLE 15: POSITION CLASSIFICATION AND PERFORMANCE APPRAISAL

### 15.1 EVALUATION OF WORK PERFORMANCE

- A. Performance appraisal is a continuous process. It is an integral part of a sound employee/supervisor relationship involving communication between employee and supervisor concerning requirements or job expectations, performance necessary to achieve them, and progress in terms of meeting stated objectives. Communication shall include on-going feedback to the employee about the level and quality of performance. Performance appraisal is a joint process designed to increase constructive communication between the supervisor and the employee, and to improve the employee's performance.
- B. Performance plans including elements and standards shall be based on the requirements of the position.

### 15.2 PERFORMANCE STANDARDS AND PERFORMANCE PLANS

- A. Pursuant to 5 USC 4302, performance standards must, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria related to the positions in question. Performance standards will be written on a common format and will be provided to the employee within 30 days after the beginning of the appraisal period or entrance into a new position.
- B. Performance standards are expressed measures that the agency expects to be achieved for each position element. The definitions shall be specific, observable, and measurable descriptions in terms of quantity, quality, timeliness, and manner of performance so as to provide a clear means of assessing at which level performance and elements have been accomplished. Performance standards must be performance-related, not conduct related, nor personality related. In addition, they shall be stated at the level of performance expected for the grade held by the employee, and shall be based on factors within the control of the employee.
- C. In developing performance plans, the agency encourages the input of employees who occupy such positions before implementing such performance plans. Employees shall be provided a minimum of ten (10) workdays to submit comments.
- D. Performance plans shall be established and communicated to the employee in writing at the beginning of the appraisal period. At the time the plan is provided to the employee, the agency and employee shall discuss the plan

and its elements in an attempt to avoid any subsequent misunderstandings about the expected performance.

- E. An employee may request that his or her standards or elements be reconsidered in light of his or her comments or if the employee's duties have been significantly changed.
- F. When an existing performance plan is changed, it will be communicated to the affected Employees and to the union not less than 15 workdays prior to implementation. Employees covered by the revised plan will be provided the opportunity to meet with their Union representative to discuss the changes and develop input regarding the plan.
- G. Employees permanently assigned to new positions or work units with different elements and standards or employees on details expected to exceed 120 days will be issued a performance plan within thirty (30) days of entering the new position or starting the detail.

### 15.3 PERFORMANCE APPRAISAL

- A. There will be two (2) levels for assessing each element. Each element will be rated either "results achieved", or "results not achieved".
- B. Employees will receive a departure appraisal when they change from one permanent position (that they have been in for at least 90 days) to another permanent position or at the termination of a detail that has lasted at least 120 days. The departure appraisal will be issued within thirty (30) days of the change in position.
- C. All ratings given must be based on employee performance.
- D. The minimum period upon which a rating should be based is ninety (90) calendar days of continuous service in a permanent position under the same performance standards. However, if at the end of the rating period, a bargaining unit employee has not served ninety (90) days in the same position under the same performance elements and standards and under the same supervisor, the appraisal may be deferred until these conditions are met.
- E. Annual ratings will be documented on a common format.
- F. An employee's summary performance rating shall use one of the following two levels:



1. "Results Achieved" – Indicates that the employee has met the performance expectations for each element.
  2. "Results Not Achieved"– Indicates that the employee has not met performance expectations for one or more element(s) and constitutes unacceptable performance.
- G. In order for the reviewing official to change the summary rating given by the immediate supervisor, he/she must present written justification to substantiate the change.
- H. Authorized time spent performing Union representational functions will not be considered as a negative factor when evaluating critical or non-critical elements.

#### 15.4 RATINGS OF RECORD

- A. Bargaining unit employees will ordinarily be give a completed appraisal within thirty (30) days of the end of the rating period except as otherwise stated in the agreement or required by law. When a bargaining unit employee receives his or her rating, the agency and the employee will meet and discuss the rating.
- B. Employees may submit written statements of accomplishments prior to the end of the rating period, whether or not the supervisor requests them.
- C. When a performance rating is presented to an employee, the discussion will include the basis for the rating. The employee will be asked to sign the original rating form. Their signature does not mean the employee agrees with the rating. If the employee refuses to sign, the appraising official will record this fact on the form.

#### 15.5 PROGRESS REVIEWS

- A. Informal discussions, including review of performance to determine progress and problems are a normal part of supervision and should occur throughout the appraisal period.
- B. Progress reviews provide the opportunity to identify and resolve problems in the employee's performance.
1. A progress review must be conducted whenever the employee reaches the approximate midpoint between the date the employee's performance plan was issued and the end of the appraisal period unless the length of this period is less than ninety (90) days.

2. Additional progress reviews may be conducted.
3. Progress reviews will summarize the employee's performance in comparison to each critical and non-critical element of the performance plan. Corrective actions may be identified, as appropriate.
4. The employee will be asked to initial and date the progress review. The employee will be given a photocopy of the document upon request.
5. Opportunity to Improve (OTI) – a written notice informing an employee of performance deficiencies and of the action to be taken by the employee to improve his or her performance. An OTI will be given to the affected employee at least ninety (90) days prior to the completion of any performance appraisal.

#### 15.6 DATE OF IMPLEMENTATION

The implementation of this article will be effective on October 1, 2001.

## ARTICLE 16: DISCIPLINARY AND ADVERSE ACTIONS

### 16.1 GENERAL

- A. The parties recognize that at times it is necessary to take disciplinary action in order to correct performance or conduct problems and for such cause as will promote the efficiency of the service.
- B. The Employer agrees, to the extent possible, to effect all disciplinary actions according to the principle of progressive and corrective discipline. To be corrective and not punitive, disciplinary actions must be taken in an expeditious and timely manner. The Employer agrees to effect disciplinary actions fairly and equitably, and only where there is just and sufficient cause. The parties agree to the principle of like penalty for like offense.
- C. Under normal circumstances where a pattern of less severe employee conduct or performance problems arises, the employee will be counseled prior to disciplinary action being taken. Management will treat employees fairly and equitably regarding the determination of appropriate discipline. Management retains the right to take appropriate disciplinary action in accordance with the terms of this Agreement, law, and regulation.
- D. Off-duty Conduct: The Employer shall have no basis for discipline for an employee's off-duty conduct unless the Agency can establish by the required burden of proof that such conduct affected the efficiency of the service.

16.2 NOTICE OF PROPOSED ADVERSE ACTIONS: If an adverse action against an employee is proposed, the employee will receive notice of the proposed adverse action. Employer will give written notice to the employee of the name of the Union Vice President, address and telephone number, and of the employee's right to be represented by the union. If an employee chooses to be represented in an adverse action procedure, his/her representative will have the right to be present at all conferences at which the employee answers the reasons in the notice of the proposed adverse action.

Unless otherwise provided by law or regulation, an employee who receives a proposal for an adverse action is entitled to at least thirty (30) days advance written notice.

16.3 DISCIPLINARY ACTIONS: When an employee is subject to a disciplinary action, the letter will inform the employee of the name of the Union Vice President, address and phone number, and the employee's right to be represented by the Union in a grievance over the disciplinary action. Letters of reprimand will be removed from OPF folders within two years.

## ARTICLE 17: REDUCTION IN FORCE AND TRANSFER OF FUNCTION

### 17.1 INTRODUCTION

The RIF/TOF will be accomplished in accordance with applicable laws, rules, and regulations and the collective bargaining Agreement. Management will also utilize its authorities to take action to minimize the need for a RIF in accordance with regulation and the collective bargaining Agreement. The Agency will make every reasonable effort to minimize hardship on bargaining unit employees who are adversely affected by a management decision.

### 17.2 NOTIFICATION OF RIF

- A. PRELIMINARY NOTIFICATION TO THE UNION: When it is anticipated that a TOF or RIF affecting bargaining unit employees will be necessary, the Agency will notify the Union and bargaining unit employees in writing at least sixty (60) calendar days before the proposed effective date and prior to any notification to bargaining unit employees and will include the following information:
1. A copy of the authority to conduct a RIF.
  2. The type of action to be taken.
  3. The reasons for the RIF or TOF.
  4. The competitive areas.
  5. The competitive levels of affected positions.
  6. The approximate numbers and types and grades of positions in the bargaining unit to be affected.
  7. The expected or approximate date of such action.
  8. A copy of any economic impact study or any other study made in conjunction with the action if conducted.
  9. Positions that have been identified as essential and that must be retained.
  10. Specific function to be transferred and identification of employees as assigned to this function.
- B. NOTICE TO EMPLOYEES: The Agency will notify an employee at least 60 calendar days prior to the effective date of a RIF.

### 17.3 NEGOTIATIONS AND EARLY RETIREMENT

- A. The Employer, recognizing the Union's right and responsibility in protecting and representing the bargaining unit, will give the Union an opportunity to request and complete negotiations on the impact, procedures, and timeframes to be used in a RIF prior to implementation of any RIF.

- B. The Employer agrees to request implementation of the early retirement provisions of Title 5 of the US Code in order to minimize the impact of a RIF.

#### 17.4 PERSONNEL FILES AND DOCUMENTS

- A. The Union and the Employer will jointly encourage each employee to ensure that the employee's personnel file is up-to-date as soon as the RIF or TOF is announced. The Employer will add to the personnel file appropriate changes or amendments requested by the employee. Employees will be allowed official time to review and update official personnel files.
- B. Retention registers and other TOF documents will be made available to affected employees. Upon request, the affected employee will be given the opportunity to review retention registers listing other employees that may be entitled to displace them and to also review registers for positions for which the employee is qualified.

#### 17.5 PRIORITY CONSIDERATION AND EXISTING VACANCIES

- A. All employees demoted or separated without personal cause, misconduct, or inefficiency will receive priority consideration for re-promotion/rehire in accordance with applicable laws, rules, and regulations.
- B. The Employer agrees to utilize existing vacancies to the maximum extent possible to place displaced bargaining unit employees.

#### 17.6 RELOCATION, REEMPLOYMENT PROGRAMS, AND REPROMOTION

- A. Employees who are relocated by the Employer incident to a RIF or TOF will be authorized relocation expenses and a reasonable amount of relocation leave for pre-moving and post-moving arrangements (including a house hunting trip when appropriate) in accordance with law and applicable regulations.
- B. The Employer will establish and maintain a reemployment priority list for eligible employees. This program will enter affected employee names on various reemployment and priority placement lists. Employees being separated because of RIF will be given a reasonable amount of time off without charge to leave to participate in job interviews or to seek career counseling or Employee Assistance Program services. Reasonable being defined to take into consideration all related factors such as commuting distance, set appointment or first come-first serve basis, etc. Employees will be allowed to use government equipment and official time to prepare resumes and job applications.

- C. When the position previously held by an employee demoted through RIF becomes vacant and is being filled, the demoted employee will be considered for re-promotion non-competitively to the position, provided the employee has continued to work at an acceptable level. If more than one employee meets this criteria, the employee with the highest retention standing when the RIF is affected will be considered first.

#### 17.7 UNION REPRESENTATION UNDER RIF OR TOF

- A. Union representatives will be entitled to reasonable official time to assist employees adversely affected by RIF actions in accordance with this collective bargaining Agreement and as mutually agreed by the parties. Such time will include, but is not limited to:
  - 1. Preparation time and necessary official time for the Union representative to attend each meeting or briefing conducted by the Agency in connection with RIF/TOF.
  - 2. Official time to review retention records and other RIF/TOF records.

#### 17.8 USE OF PERFORMANCE APPRAISALS IN RIF/TOF

- A. Annual performance appraisals will be frozen as of the date the specific RIF notices are issued in accordance with agency rules and regulation. An employee's current approved annual performance rating as of the date of issuance of a specific RIF notice in addition to annual evaluations of the two previous years, if available, will be used to determine eligibility for additional credit towards an employee's service computation date.
- B. An employee's assignment rights will be determined in accordance with agency rules and regulations.
- C. If an employee has not received three annual ratings during the three year period, credit will be given for assumed ratings of "results achieved" to bring the employee's total ratings considered up to three.
- D. If a performance appraisal rating is pending due to grievance or arbitration proceedings at the time an employee's retention standing is determined for RIF purposes and such rating is changed by the Employer as a result of a third party determination, the Employer will reconstruct the credit for performance due to the employee as a result of the modified rating to determine what impact the change would have had on the employee's retention standing. If the Employer discovers an error in such determination,

it will correct the error and adjust any erroneous RIF action retroactive to the effective date.

#### 17.9 USE OF AWARDS

- A. When an employee receives an Employee Recognition Award, the employee will be given additional years when computing length of service in a RIF situation as follows:
1. For each award received that results in a Quality Step Increase, 8 years of additional time shall be credited.
  2. For each award received that results in a Cash Award or a Time Off award, 4 years of additional time shall be credited up to a maximum of 8 years per fiscal year.

## ARTICLE 18: OFFICIAL TIME AND UNION REPRESENTATIVES

### 18.1 OFFICIAL TIME

- A. For all representational purposes, the Union will have reasonable access to such official time, travel and per diem, facilities and services as are demonstrated to be necessary for the accomplishment of any specified task(s).
- B. In order to arrange for appropriate use as noted above, the Union will notify Management in writing of the time, travel and per diem, facilities, and staff estimated as needed before undertaking the tasks. Management will promptly respond in writing at the earliest opportunity possible, but not later than three work days, to the Union authorizing, denying or making alternative arrangements for the time, facilities and staff needed. The Union may similarly request additional time and resources if necessary task was not completed.
- C. Employees may make unsolicited telephone calls to Union stewards without first notifying the appropriate Supervisor. Union stewards will attempt to limit unsolicited telephone calls to fifteen (15) minutes per call. In cases where unsolicited telephone calls exceed fifteen (15) minutes, the Union representative must reschedule a time to call the Employee back.
- D. Union representatives may use a reasonable amount of official time for representational purposes. Union representatives will record all official time on their Time and Attendance Report.

### 18.2 PURPOSES AND USES OF OFFICIAL TIME

- A. Designated Union Officials- Union officials designated under this Article may request official time to complete required representational functions, including reasonable preparatory time, in the following circumstances:
  - 1. To attend a formal discussion between one or more representatives of the Agency and one or more employees in the unit or their representatives on any grievance or any personnel policy or practices or other general condition of employment.
  - 2. To attend an examination of an employee in the bargaining unit by a representative of the Agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee, and the employee requests representation.



3. To attend any meeting as a Union representative with one or more representatives of the Employer that is initiated by either a management official or the Union representative in order to informally resolve problems of concern to either party pertaining to matters covered under this agreement.
4. To represent the bargaining unit in the negotiation and preparation or modification of a collective bargaining Agreement, including attendance at impasse proceedings, during the time the employee otherwise would be in duty status. The total number of individuals approved for official time for this purpose shall not exceed the number of individuals designated as representing the Agency for this purpose.
5. For purposes approved by the Federal Labor Relations Authority under 5 USC 7131 (c).
6. To attend training in labor-management relations as authorized.
7. In connection with any other matter covered by this Agreement, including grievances filed in accordance with Article 5 of this Agreement, in an amount agreed to by the Union and the Employer to be reasonable, necessary, and in the public interest.
8. To provide testimony before Congress, when specifically requested by Congress concerning issues related to "conditions of employment" or all matters affecting federal employment.
9. To participate in proceedings initiated by the Union or by the Employer in connection with statutory or regulatory appeal procedures.
10. Appropriate lobbying activities.

B. Bargaining Unit Employees: Bargaining unit employees may request official time to meet with their Union representative in connection with any matter covered by this Agreement.

18.3 PROHIBITED USE OF OFFICIAL TIME: Any activities performed by any employee relating to the internal business of a labor organization (including the solicitation of membership, elections of labor organization officials, and collection of dues) shall be performed during the time the employee is in a non-duty status.

#### 18.4 UNION REPRESENTATION:

- A. It is agreed that the Union will be entitled to appoint up to ten (10) stewards to handle the representational concerns in designated proportional geographic areas of Oklahoma counties to be determined by the Union. In interest of cost-effectiveness, the appropriate appointee and/or officer will be provided official time for representational purposes in the geographical area designated, unless on a case by case basis, mutual agreement regarding workload considerations indicates that a substitute is necessary.

- B. The Union is entitled to appoint four (4) officers including a Vice-President, Chief Steward, Secretary and another Representative from the Oklahoma bargaining unit, who will be eligible to utilize official time for representational purposes.

#### 18.5 ADMINISTRATIVE LEAVE

Unless there are compelling workload demands, a reasonable amount of administrative leave will be granted to bargaining unit employees designated by the Union to attend Union-sponsored training sessions, provided the subject matter of the sessions specifically pertains to bargaining unit representational matters (e.g. steward/officer training, grievance handling, arbitration, negotiations, MSPB/EEOC practice and procedure, FLRA practice and procedure, etc.) and not to internal Union business.

ARTICLE 19: USE OF OFFICIAL FACILITIES, SPACE, EQUIPMENT, AND OTHER SERVICES

19.1 GENERAL

- A. For all representational purposes, the Union will have reasonable access to such official time, travel, per diem, facilities, and services as are reasonably necessary and in the public interest. Subject to workload considerations and availability, this would include access to meeting rooms, duplicating equipment, telephones, fax machines, computers, e-mail (BBS), regular mail, bulletin boards, internal mail distribution, PA systems, normal office supplies, and travel for all members of the Oklahoma bargaining unit.
- B. In order to arrange for appropriate use as noted above, the Union will notify the Employer in writing of the time, travel, and per diem, facilities, and staff estimated as needed before undertaking that task. The Employer will promptly respond in writing within three (3) workdays to the Union authorizing, denying, or making alternative arrangements for the time, travel, facilities, and staff needed. The Union may similarly request additional time and resources if the necessary task was not completed. If travel is approved, designated Union officials and employees may travel under existing travel authorizations. If the designated Union official or employee does not have a limited open travel authorization, the State Office will prepare a special authorization prior to travel.
- C. Employees may contact designated Union representatives and the Union may receive unscheduled telephone solicitations. Each Union officer or steward will record official time used on the appropriate form.
- D. BULLETIN BOARDS: The Employer will furnish the Union with a designated amount of space on the bulletin board in each office where Union employees are located. The bulletin board will be located in an area accessible to all union members. Space allocated for Union material will be no less than 11"x14" and no more than 36"x48". The local Union representative will be fully responsible for any and all material posted. The Union agrees these materials will not be inflammatory, derogatory, or otherwise in bad taste, and will comply with all existing rules and regulations regarding posted material.

## 19.2 BARGAINING UNIT EMPLOYEE OFFICE SPACE

- A. The Union representative and each bargaining unit employee (BUE) affected will be given notice within fifteen (15) workdays of a decision by the State Administrative Committee (SAC) or Management official of any potential change in BUE workstations. This notice will specifically identify the following:
  - 1. Purpose
  - 2. Impact on the BUE
  - 3. Expected date
  
- B. Management agrees to bargain over any changes in BUE office space or location prior to the time of the change. Once the fifteen-day notice is received, the Union will have ten work days within which to submit initial bargaining proposals. No changes will be implemented until all bargaining is completed or impasse reached.
  
- C. As a minimum, all bargaining unit employees will be located in a semi-private office except for Farm Loan Officers (FLO's), Farm Loan Specialists (FLS's), and field State Program Technicians (PT's) who will be allowed private office space wherever possible.
  
- D. Any convening of a CAC or SAC Committee for the purpose of discussing space, location, or relocation of employees will include at least one union representative or designee.

## ARTICLE 20: DURATION OF AGREEMENT

20.1 EFFECTIVE DATE: This Agreement and any changes will be distributed to all Bargaining Unit Employees prior to ratification. After acceptance and ratification, the Agreement will be distributed within 30 days and will take effect within thirty (30) days per Office of Personnel Management (OPM) regulations.

### 20.2 DURATION

- A. This Agreement shall remain in effect for three (3) years from its effective date. Thereafter, it shall automatically renew in increments of one (1) year beginning on the day after the anniversary date, unless either party serves the other with written notice of a desire to re-negotiate or modify this Agreement in whole or in part. Such notice shall be provided to the party not more than 120 calendar days nor less than 60 calendar days prior to the expiration date of this Agreement.
- B. Upon receipt by either party of this notice, both parties shall meet within ninety (90) calendar days of receipt of a proposal to begin negotiations. When either party notifies the other that it wishes to modify this Agreement, this Agreement will be extended until the effective date of the modified Agreement.

### 20.3 AMENDMENTS AND RE-NEGOTIATION

- A. The parties may effect amendments or may add provisions to this Agreement at times other than provided for in Article 20.2 and in sections A and B of this article if such action is necessary to reflect legal changes or if both parties agree that it is expedient to do so. In addition, either party may re-open up to three articles during the life of this agreement. Any additional articles may be re-opened by mutual agreement.
- B. Re-negotiation will be handled through Interest Based Bargaining with FMCS mediation at the six-month and eighteen-month anniversary dates of ratification of the contract. Either one or two articles may be opened on each occasion, up to a total of three by either party.
- C. At least sixty (60) days prior to the anniversary date the parties will notify each other of the article(s) to be re-opened by re-opener and/or by mutual agreement.



SSN ~~100-111111~~ AG FA \* UNION/ASSOCIATION DUES \* 10/23/03 IR308  
SCREEN 000 NAME LANELDA J MCDANIEL

RECORD 0001

TRANSACTION CODE 00  
NO CHANGE  
DUES CODE U  
AUTHORITY DATE 10 22 00  
DEDUCTION IND CODE 1  
AMOUNT PER PAY PERIOD 11.50  
MINIMUM DEDUCTION AMT .00  
PERCENT DEDUCTION .00000  
UNION/LOCAL CODE 52 3354  
ADDRESS:

*Should be 13.50  
as of 4/03*

INQUIRY COMPLETE - ENTER TO CONTINUE 0000  
PF1 = SUB MENU PF5 = HELP PF12 = PREV ENTER = INQUIRY CLEAR = EXIT

SSN ~~XXXXXXXXXX~~ AG FA \* SF-50B DATA ELEMENTS \* 10/23/03 IR122  
SCREEN 000 NAME LANELDA J MCDANIEL

DATE OF BIRTH 01 20 47 PERS ACTN EFF 04 06 03  
NAT ACT 1ST 3 POS 002 NAT ACT 2ND 3 POS 702  
NAT ACT AUTH 1ST NAT ACT AUTH 2ND NGM  
APPOINT NTE 00 00 00 FROM NTE 00 00 00 NON PAY NTE 00 00 00

POSITION TITLE LOAN SPECLST (AGRL) MR/IP 026408 90117996

PAY-PLAN GS OCC SERIES 1165 GRADE 11 STEP 01  
SALARY RATE CODE PA TOTAL SALARY 47110.00 SCHEDULED SALARY 42976.00

GEOGRAPHIC ADJ RATE 4134.00 ADJ SALARY 47110.00 OTHER PAY .00  
ORG STRUCTURE CODE FA 05 42 0015 01 00 00 00 (PF2 = ORG-NAME)

VETERANS PREF CODE 1 TENURE GROUP 1 AGENCY USE  
VETERANS PREF RIF 3 FEGLI CODE F5 ANNUITANT INDICATOR 9

PAY RATE DETER CODE 0 RETIREMENT PLAN (1) K (2) SCD LEAVE 07 22 84  
WORK SCHEDULE F TOUR OF DUTY HOURS 80.00

POSITION OCCUPIED 1 FLSA N BARGAINING UNIT STATUS 0590  
DUTY STATION CD 40 4460 119 NAME OK STILLWATER PAYNE

REMARKS CODES  
DEPARTMENT CODE AG AGENCY CODE FA POI 4852 PERS ACTION CODE 2

AUTHENTICATION DATE 04 16 03  
INQUIRY COMPLETE - PRESS ENTER FOR MORE RECORDS. 0307

PF1 = SUB MENU PF5 = HELP PF8 = PG/DWN ENTER = INQUIRY CLEAR = EXIT





## APPENDIX K

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

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

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

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

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

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

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

- (1) as of the beginning of the first full pay period following receipt of notice that exclusive recognition has been withdrawn;
- (2) at the end of the pay period during which an employee member is separated from the USDA;
- (3) at the end of the pay period during which the payroll office receives notice from the AFGE or a Local of the AFGE that the employee member has ceased to be a member in good standing;
- (4) pursuant to a timely request in accordance with the following time provision effective September 1, 1979, for all revocations received prior to September 1, 1978;
- (5) effective September 1, 1979, and each September 1 thereafter for all allotments in effect as of January 11, 1979;
- (6) on the annual anniversary date of each allotment completed after January 11, 1979.

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

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

JOHN W. FOSSUM  
Director of Personnel  
U.S. Department of Agriculture

KENNETH T. BLAYLOCK  
National President  
American Federation of  
Government Employees

6/22/79

Date

## APPENDIX L

**Memorandum of Understanding  
Union Dues Payroll Deductions**

Under the terms of the new Labor-Management Relations (LMR) Agreement, Management and the Union have agreed to continue to comply with a memorandum of agreement regarding Union dues withholding which was initially negotiated between USDA and AFGE in 1979. A copy of this agreement is contained as appendix K of the LMR Agreement.

While this does not constitute a new agreement, in the past, procedures contained in this agreement have been the source of some confusion. The purpose of this memorandum is to clarify those procedures and to provide for the orderly, timely processing of dues withholding requests and cancellations.

**Dues Withholding**

In order to initiate Union dues withholding by payroll deduction, a bargaining unit employee must complete a Standard Form (SF) 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, and submit it to the Union for processing. Employees should complete the top portion of the form (with their name, social security number, home address, city, state, zip code and work unit) and sign and date the form at the bottom. The Union President will complete the middle portion of the form, including the amount of dues to be withheld and the Union local number, and will sign and date the form. Dues deductions will normally begin the pay period following submission of the SF-1187 to the Personnel Office. Employees can secure SF-1187's in the Personnel Office or in the Union Office. The Union will provide each employee who submits a completed SF-1187 with a receipt copy of that document for the employee's records. The receipt copy will reflect the pay period in which the deduction is to be made effective, i.e., the "anniversary date."

**Dues Revocation**

Once a bargaining unit employee has processed a union dues withholding request, the employee can terminate union dues deductions on the anniversary date of the pay period in which the dues allotment began. To cancel the dues allotment, the employee must submit to the Union a completed Standard Form (SF) 1188, Cancellation of Payroll Deductions for Labor Organization Dues, at least 6 workdays prior to the beginning of the anniversary pay period and not earlier than the first day of the month preceding the anniversary date. Employees can secure SF-1188's in the Personnel Office and in the Union Office. The employee should complete items 1, 2, 3, 5, 7 and 8 of the form prior to submission to the Union. Upon receipt of the completed SF-1188, the Union will (1) provide the employee with a receipt copy of the form; (2) verify the anniversary date for


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cancellation; (3) submit the completed form to the Personnel Office for processing not less than 3 workdays prior to beginning of the pay period in which the anniversary date falls.

Employees who are uncertain regarding the anniversary date of their dues allotment can contact the Union Office or the Labor Relations Staff of the Personnel Office for this information.

  
JAMES C. SPARKS  
Personnel Officer

9/26/88  
DATE

  
STEVEN M. HOLLIS  
President  
AFGE Local 3354

9/30/88  
DATE

## ARTICLE 21: DUES DEDUCTION

Members of the bargaining unit are authorized to effect voluntary allotment for the payment of dues to the Union subject to the provisions outlined in the Memorandum of Understanding between the Union and the US Department of Agriculture dated January 15, 1979. A full text of the Memorandum of Understanding and the procedures for processing of dues withholding and dues revocation are printed and provided as an appendix to this Agreement.

## ARTICLE 22: DISTRIBUTION

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

- A. One copy to each federal employee at time of agreement.
- B. One copy to each new federal employee.
- C. 20 copies to the Union

## ARTICLE 23: EMPLOYEE ASSISTANCE PROGRAM

### 23.1 POLICY STATEMENT

- A. The Employer recognizes that a wide range of personal problems, not directly associated with one's job function, can and usually do have an effect on an employee's job performance. The Employer believes that it is in the best interests of the employee's family and the organization to provide an Employee Assistance Program which deals with such personal problems. It shall be the policy of the Employer to handle such problems in accordance with applicable laws, regulations, and this Agreement.
- B. The Employer recognizes that almost any personal problem, including alcoholism which is a disease, can be successfully treated if it is identified early and the individual accepts appropriate assistance. Other personal problems arising as a result of substance abuse (drugs) or family, financial, legal, personal or interpersonal difficulties that also may adversely affect an employee's job performance, conduct, or attendance, can be successfully treated as well.
- C. The purpose of this policy is to assure employees that if such personal problems are the cause of deteriorating job performance, conduct, and/or attendance, careful consideration and an offer of assistance will be given to an employee to help him/her solve such problems in an effective and confidential manner. Employees may also voluntarily request referral to the Employee Assistance Program whether or not job performance, attendance, or conduct is affected.

### 23.2 SUPERVISORY RESPONSIBILITIES

- A. A supervisor shall immediately refer an employee to the program who acknowledges having a problem which would fall under the coverage of the Employee Assistance Program. It will be the responsibility of all supervisors and other management officials to support and implement this policy equally and fairly throughout the entire organization.
- B. It is recognized that supervisors and other management officials do not have the professional qualifications to make any diagnosis or judgments as to the cause of an employee's poor job performance. A supervisor's responsibilities are limited to assessing job performance and initiating the corrective action appropriate to that level of job performance.
- C. All referrals will be made with the utmost respect for the employee as an individual, and confidentiality is a must under all circumstances.



### 23.3 EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. Employees are assured that their job future and reputation will not be jeopardized by their request or referral for discussion and treatment under this program. Individual participation in the Employee Assistance Program will be strictly confidential. All records relating to it will be kept in accordance with confidentiality requirements outlined in law and regulation.
- B. Employees experiencing personal problems which interfere with job performance, conduct, or attendance are encouraged to voluntarily seek confidential counseling and assistance through the EAP program. With an employee's consent, the supervisor will establish the initial contact with the EAP counselor.
- C. It will be the employee's responsibility to comply with referrals for diagnosis and cooperate with prescribed treatment. When an employee refuses to accept diagnosis and treatment or fails to respond to treatment and his/her job performance, conduct, or attendance continues to be unsatisfactory, disciplinary action against the employee will be initiated by the supervisor. An employee who is cooperating and progressing in the EAP will normally be given at least three (3) months to satisfactorily improve performance, conduct, or attendance before further disciplinary action is taken.
- D. In accordance with Article 3.2 "Union Rights and Responsibilities" and Article 5 "Grievances" of this Agreement, employees have a right to grieve adverse and disciplinary action and seek Union representation.

### 23.4 CONFIDENTIALITY

- A. Any such records and reports will be kept confidential by the EAP Coordinator who will merely inform supervisors that "yes" or "no", the employee is making progress. Records will be maintained in accordance with laws and regulations.
- B. Only the EAP counselors or doctors shall become involved in the direct treatment and diagnosis of medical or behavioral problems personal to the employee or his/her family.

**23.5 PERSONNEL ACTIONS:** So long as an employee is participating in the EAP and the counselors or doctors are reporting progress, this will be taken into consideration when determining disciplinary or personnel actions. All written forms of disciplinary, adverse, or performance-related actions will contain a statement regarding the availability of the Employee Assistance Program.

23.6 LEAVE: Employees utilizing the EAP will be allowed up to two (2) hours administrative leave for the first counseling session with the EAP counselors. Sick leave, annual leave, or LWOP will be granted regardless of leave restrictions, as appropriate, to cover the employee's ongoing participation in the EAP as long as the leave scheduled is in accordance with existing regulations and this Agreement.

23.7 EMPLOYEE NOTIFICATION: The Employer's written policy concerning troubled employees, program publicity, and assurance of confidentiality for participants shall be posted on official bulletin boards and issued to all employees annually.

## ARTICLE 24: EMPLOYEE RECOGNITION/AWARDS PROGRAMS

### 24.1 GENERAL

- A. The Employer and the Union agree that award programs such as suggestion, incentive, time-off, quality-step, and performance awards are beneficial to the Employer and employees. These discretionary awards programs shall be conducted in accordance with applicable laws, rules, and regulations with every employee having an equal opportunity to benefit from these programs. These programs will be made known to all employees in a timely manner.
- B. It is an appropriate matter for the Awards Committee to periodically evaluate and review the FSA Oklahoma Awards Program and make recommendations to ensure effectiveness and understanding of the awards program.
- C. The Awards Committee will consist of two bargaining unit employees and two management representatives.

## ARTICLE 25: REASSIGNMENTS AND DETAILS

### 25.1 PURPOSE

- A. Reassignments of FSA employees will be made by the Employer in accordance with this Agreement. This Article provides noncompetitive procedures to be followed by management when temporarily or permanently assigning bargaining unit employees to other bargaining unit positions or locations within FSA, and when assigning bargaining unit employees to "special project assignments". These procedures will not apply when the competitive procedures described in Article 10 of this Agreement are being utilized or the following occurs:
1. The position is being filled by a management or employee-initiated demotion or reassignment of an employee (e.g. - in response to performance deficiencies in the current position).
  2. The position is being filled by directive of a third party (e.g. - arbitrator, EEOC, MSPB, FLRA, etc.) or is being filled as a resolution to a formal grievance, complaint, or appeal.
  3. The position is being filled by an individual due special consideration as a result of reduction-in-force, re-promotion rights, reemployment priority rights, return from military furlough/leave, etc.
  4. The Employer is otherwise required by law, regulation, or controlling Labor-Management Relations Agreement to select a particular person for the position.

### 25.2 SELECTION OF EMPLOYEES

- A. Detail assignments, reassignments, and special project assignments will not be made or denied solely to punish or reward an employee or instead of taking appropriate disciplinary action.
- B. This provision is not intended to restrict the Employer from detailing or reassigning an employee or otherwise adjusting the work assignment of an employee because of demonstrated performance problems taken in accordance with provisions of Article 16 of this Agreement. This includes when such action is being taken to avert a disruption to the safety or security of the employees or the work area or while an employee's conduct is the subject of a disciplinary inquiry and the employee's reassignment or detail is determined to be consistent with the safety and security of the operation and its employees. Such action will be taken consistent with the provisions of law, controlling regulations, and this Agreement.

- C. Special project assignments and details which last more than thirty (30) days will be recorded by a SF-52 "Request for Personnel Action" in the employee's office personnel file. Employees detailed for shorter periods may describe the work performed during these details on a SF-172 "Amendment to Personal Qualifications Statement" for inclusion in the OPF.
- D. The Employer agrees to closely review special project assignments as provided in this Article, to ensure feasible, appropriate, and equitable representation of protected groups to the maximum extent.

### 25.3 MANAGEMENT-INITIATED REASSIGNMENT/DETAILS

- A. The parties acknowledge that management has the right to detail, and reassign employees as necessary. This agreement in no way waives that right. In those instances where the Employer has determined that a reassignment, or detail expected to last more than thirty (30) consecutive days is appropriate, the Employer will determine the qualifications and skills necessary to perform the assignment, will solicit volunteers from among those qualified, and will duly consider those volunteers prior to making its selections. In determining whether volunteers will be considered for the assignment, the Employer will determine the qualifications necessary to successfully function in the position and to meet the needs of the agency. The Employer will also determine whether volunteers for the assignment meet those qualifications. Exceptions to the requirement that volunteers be sought shall be made when the nature of the work requires specific employees with special skills.
- B. The detail of an employee to a position at the same grade level will generally not exceed 120 days. Any detail of more than 120 days requires the mutual agreement of the employee and management. This provision may not be circumvented by resorting to a series of details of less than 120 days. Employees detailed to a position at the same grade level for more than 120 days will be provided with a copy of the position description and a performance plan for the position. For details of 120 days or less, performance requirements should be incorporated and reflected in the existing performance plan.
- C. Details will not be used to circumvent competitive procedures or be used to give an unfair competitive advantage to the employee detailed to a higher graded position. Employees detailed to a higher graded position for more than thirty (30) days will be provided with a copy of the position description and a performance plan for the position within thirty (30) calendar days of the beginning of the detail. An employee may not be non-competitively detailed to a higher graded position for more than 120 days. A detail to a

higher graded position for more than thirty (30) days requires a temporary promotion (refer to Article 10 of this Agreement). Rotating an employee in and out of a detailed position may not circumvent this provision.

#### 25.4 RETURN TO ORIGINAL ASSIGNMENT

Upon return to their original position, the employee will be given reasonable time to become acquainted with any changes which have occurred during their absence.

## DEFINITIONS

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

Adverse Action - A suspension of more than fourteen (14) days, reduction in grade or pay, or removal.

Agency - The Farm Service Agency, U.S. Department of Agriculture.

Annual rating – rating of record – A written record of the appraisal of each critical and noncritical element, and the overall performance rating. Annual ratings are prescheduled ratings of record and are generally conducted once a year.

Appraisal - The act or process of reviewing and evaluating the performance of an employee against the described performance standards, including oral or written progress reviews.

Appraisal period – The period of time during which an employee's performance will be reviewed and a rating of record will be prepared. The appraisal period generally begins on October 1 of each year and ends on September 30 of the following year.

Appraisal system - In accordance with this Agreement, the method used to identify critical and non-critical elements, establish performance standards, establish methods and procedures to appraise performance against established standards, communicate elements and standards to employees, and provide appropriate use of appraisal information in making personnel decisions.

Collective bargaining - The performance of the mutual obligation of the representative of an agency and the exclusive representative of employees in an appropriate unit in the agency to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting such employees. If requested by either party, a written document incorporating any collective bargaining agreement reached will be accomplished, but the obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession.

Conditions of employment - Personnel policies, practices, and matters whether established by rule, regulation, or otherwise which affect working conditions, except those that do not include the following policies, practices, and matters:

1. relating to political activities prohibited under subchapter III of Chapter 73 of Title VII;

2. relating to the classification of any position; or
3. to the extent that such matters are specifically provided for by federal statute.

Critical element - A component of a position consisting of one or more duties and responsibilities which contributes toward accomplishing organizational goals and objectives. A critical element is of such importance that "unacceptable" performance on the element would result in "unacceptable" performance in the position.

Departure rating - An appraisal which is completed when an employee has served on a performance plan for at least ninety (90) days and is leaving one permanent position for another.

Detail - The temporary assignment of an employee to new duties or to another position, with the employee returning to his/her regular duties at the end of the detail.

Disciplinary action - A letter of official reprimand or a suspension of fourteen (14) calendar days or less.

Element rating - The level of performance on an individual element which is determined by comparing accomplishments to the performance standard. Element rating levels are "Results Achieved", and "Results Not Achieved".

Emergency situation - An emergency situation is one which poses sudden immediate and unforeseen work requirements for the Employer or the agency as a result of natural phenomena or other circumstances beyond the Employer's or the agency's control or ability to anticipate.

Employees - Employees of the unit described in Article 1.2.

Employer - Management, Farm Service Agency, U.S. Department of Agriculture, Oklahoma.

Grievance - See Article 5.2 of this Agreement.

Impasse - The state of inability of the representatives of the Employer and the Union to arrive at a mutually agreeable position concerning negotiable matters through the bargaining process.



Lateral reassignment - The permanent movement of an employee from one position to another at his/her current grade level and to a position that has no higher promotion potential than the position currently held.

Management - Oklahoma officials, supervisors, and other representatives of Management having authority to act for the Employer on any matter relating to the implementation of the agency labor-management relations program established under Title VII of Public Law 95-454.

Multiple supervisors - When an employee works under different supervisors during the appraisal period, each supervisor of ninety (90) days or more will prepare a summary rating and forward it for appropriate consideration to the employee's new supervisor, unless an employee has not been under the same set of performance requirements for at least ninety (90) days.

Noncritical element - A component of an employee's job that is of such importance as to require measurement, but which is not critical.

Opportunity to Improve (OTI) - A written notice informing an employee of performance deficiencies and of the action to be taken by the employee to improve performance to the "Results Achieved Level".

Performance plan - The aggregation of all of an employee's written critical and non-critical elements and performance standards.

Performance standard - The expressed measure of the level of achievement established by the agency for the duties and responsibilities of a position.

Position Changes - When an employee works under different supervisors during the appraisal period, and the employee has served under the same performance requirements at least ninety (90) days in the position from which he/she has changed, a performance rating will be prepared and provided to the employee's new supervisor for consideration.

Probationary employee - A bargaining unit employee who has been given a career or career-conditional appointment and who is serving his/her first year of federal service and who meets the further requirements described in 5 CFR, Part 315.

Progress review - A joint discussion between the Rating Official and the employee regarding the employee's progress toward achieving performance standards. It does not involve the issuance of a rating of record.

Reassignment - A change of an employee, while serving continuously within FSA, from one position to another without promotion or demotion.

Reprimand - A written document describing the conduct or other deficiency giving rise to the reprimand which provides official notice that a failure to correct the conduct or deficiency, or future misconduct, may result in more severe action.

Sexual harassment - Deliberate or repeated unsolicited verbal comments, gestures, or physical contact of a sexual nature which is unwelcome and has the effect of creating a hostile or intimidating work environment. The use of implicit and explicit coercive sexual behavior to control, influence, or affect the career, salary, or job of an employee. Any unwelcome sexual overtures, implied or otherwise, that affects the mental or emotional well being, or the work environment, of an individual.

Special project assignment - The temporary, full-time assignment of an employee to duties which afford the employee the opportunity to acquire new, career-related skills or significantly enhance existing skills. For the purpose of this Agreement, "special project assignment" will not be interpreted as including duties and responsibilities normally assigned to the position.

Summary rating - The written record of the appraisal of each critical and non-critical element and the assignment of a summary rating level. Not all summary ratings are ratings of record, but all ratings of record are summary ratings.

Supervisor - An individual 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.

Suspension - The placing of an employee for disciplinary reasons in a temporary status without duties and pay.

Transfer of rating - When an employee transfers to a new federal agency, department, or organization after serving at least ninety (90) days under the same performance requirements in the position from which he/she is being transferred, a performance rating will be prepared and provided to the new agency for consideration.

Union - The American Federation of Government Employees, Local 3354 (AFL-CIO).

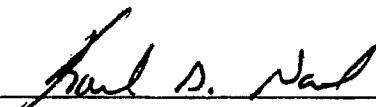
Union representative - AFGE Local 3354 Unit Vice President, Chief Steward, or designee.

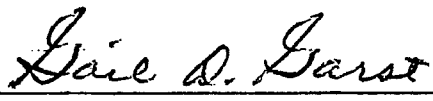
SIGNATURES OF NEGOTIATORS:

Signed the 8<sup>th</sup> day of JANUARY, 2001 at the Farm Service Agency State Office,  
Stillwater, Oklahoma.


For AFGE Local 3354


For FARM SERVICE AGENCY

  
\_\_\_\_\_  
KARL D. NAIL

  
\_\_\_\_\_  
GAIL D. GARST

SIGNATURES OF UNIT HEADS

  
\_\_\_\_\_  
KARL D. NAIL  
UNIT VICE PRESIDENT,  
AFGE LOCAL 3354

  
\_\_\_\_\_  
GAIL D. GARST  
ACTING STATE EXECUTIVE  
DIRECTOR

**Memorandum of Agreement (MOA)**  
**Oklahoma**  
**AFGE Local 3354 and Farm Service Agency**  
**Emergency Furloughs - Lapse of Appropriations**

As soon as reasonably possible, the Union will be sent written notification of an emergency furlough along with a list of bargaining unit employees, who are not subject to furlough and the reasons why the determination was made. (e.g. employee occupies a critical position, etc.).

After the Union has been notified, employees will receive a notification as soon as reasonably possible.

Furlough notices distributed to employees will contain all of the information required by Statute or regulation including an explanation as to why the employee is being furloughed, if there are employees in his/her competitive level and competitive area who are not being furloughed.

During the period of the emergency furlough, full-time employees on compressed work schedules (CWS), alternative work schedules (AWS), and part-time will be deemed to be furloughed on the days and for the number of hours of each day in accordance with their last approved work schedule.

An employee on furlough will receive annual and sick leave accruals unless he/she is in a furloughed status for a full consecutive 80 hours.

When an emergency furlough is required, employees on approved annual leave or approved sick leave on the effective date of the furlough will have their leave canceled and they will be permitted to remain absent from work for the duration of the furlough.

Employees who have had annual leave canceled due to a furlough will be given an opportunity to reschedule that leave.

Upon expiration of the furlough, employees who were on approved sick leave the effective date of the furlough will report to duty, unless their medical status precludes them from doing so.

If an employee's medical status precludes him/her from reporting to work upon the expiration of the furlough, the employee must request sick leave in accordance with applicable procedures.

Furlough shall not be used to punish or disadvantage any employee. Furlough will not be used in lieu of another adverse or disciplinary action.

Furlough days do not count against Family Medical Leave absences or entitlements.

Emergency furloughs of 30 days or less do not count against the employee in calculation of Service Compensation date for leave or retirement calculation.

Employees in continuation of pay (COP) status will remain in COP status in accordance with Department of Labor regulations during a period of furlough.

Employees may accept outside employment during furlough days, as long as the work complies with Agency rules for prior approval. In the event the agency requires employees to seek approval for outside employment, management shall grant or deny approval within 2 work days of receipt of the request.

Bargaining unit employees, who are furloughed due to a lapse in appropriations, will be retroactively compensated for lost salary, if subsequently, funds are specifically allocated for that purpose in the approved appropriations and if the allocation is permitted by law and regulation.

Absence without charge to leave or loss in pay equal to the time lost shall be retroactively granted barring statutory prohibition, or actions that would be in violation of the Anti-Deficiency Act, 31 U.S.C. Para 665 (1976), or statements of congressional intent to the contrary.

If appropriate, performance expectations shall be adjusted to take into account the effect of being away from the workplace on furlough.

In accordance with OPM regulations and pursuant to OMB guidance to agencies on furloughs, the impact on employees of time spent on furlough on a non-pay status is limited in the following ways:

Time in non-pay status -

- (1) Aggregate non-pay status not to exceed 22 work days will count toward the completion of the probationary period.
- (2) Furlough days count toward time in grade.
- (3) Within-grade increases will not be stopped solely due to budgetary shortfalls, and time in non-pay status will be credited up to an aggregate of:

For GS employees:

- (a) 80 hours for employees in Steps 1, 2, and 3
- (b) 160 hours for employees in Steps 4, 5, and 6
- (c) 240 hours for employees in Steps 7, 8, and 9

Health and Life Insurance - Health insurance continues for 365 days in a non-pay status at normal cost to the employee; life insurance continues for 12 consecutive months without cost, 5 CFR Part 890, 5 CFR Part 870.

For the Union

4/11/11  
Date

For the Agency

4/11/11  
Date