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ARTICLE 1 - GENERAL PROVISIONS

1.1 RECOGNITION AND UNIT DESIGNATIONS: Under authority contained in Title VII of Public Law 95-454, and in accordance with a letter of recognition from the Assistant Administrator Accounting and Director, Finance Office, Farmers Home Administration, to the President of the American Federation of Government Employees, Local No. 3354 (AFL-CIO) dated March 1, 1972, the Union is hereby recognized as the exclusive representative of all the Employees in the unit as described in Article 1.2. The Union recognizes its responsibility to represent the interests of all such Employees with respect to grievances, personnel policies, practices, and procedures, or other matters affecting their general working conditions, in accordance with the Civil Service Reform Act of 1978.

1.2 UNIT: The unit to which this Agreement is applicable is composed of:

Includes: All permanent and temporary, non-professional, nonsupervisory, general schedule and wage grade Employees of the Finance Office, Human Resources, Procurement and Administrative Support, and Information Systems Management, Farmers Home Administration, U.S. Department of Agriculture, St. Louis, Missouri, as well as such Employees located at the warehouse facility in Granite City, Illinois; except as provided in exclusions below.

Excludes: All permanent and temporary professional Employees, Management officials, confidential Employees, Employees engaged in Federal personnel work other than in a purely clerical capacity, and supervisors and guards as defined in Title VII of Public Law 95-454.

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

(a) AGENCY: The Farmers Home Administration, U.S. Department of Agriculture.

(b) EMPLOYER: The Finance Office, Human Resources, Procurement and Administrative Support, and Information Systems Management, Farmers Home Administration, U.S. Department of Agriculture, St. Louis, Missouri.

(c) UNION: The American Federation of Government Employees, Local 3354 (AFL-CIO).

(d) MANAGEMENT: The Assistant Administrators, Directors, Deputy Directors, Personnel Management Specialists, and all Management 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.

(e) GRIEVANCE: See section 5.2.

(f) 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.

(g) 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.

(h) 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 and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached, but the obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession.

(i) 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.

(j) EMPLOYEES: Employees of the unit described in article 1.2.

(k) CONDITIONS OF EMPLOYMENT: Personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not include 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 such matters are specifically provided for by Federal statute.

The following comments are advisory only and do not constitute actual contract language.

1.2 Stay-in-school employees are part of the bargaining unit and are covered by the contract.

Summer hires are not part of the bargaining unit and are not covered by the contract.

1.3K Working conditions include things such as: office "moves," seating arrangements, heat, A/C, lights, coffee pots and microwaves, smoking and breaks. If you are not sure if something is a "working condition," call Employee Relations for guidance.

ARTICLE 2 - PROVISIONS OF LAW AND REGULATIONS

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 regulations set forth in the Federal Personnel Manual (FPM); and by existing published Department and Agency rules and regulations consistent with provisions of 5 USC 7114 and 7117. The Union waives no right by agreeing to this proposal.

As of the effective date of this Agreement, all past practices and previously negotiated agreements between AFGE Local 3354 and the Employees that conflict with the terms and conditions of the Agreement are null and void. All such past practices and negotiated agreements which do not conflict with the terms and conditions of this Agreement remain in full force and effect as long as they are consistent with the law and existing Government-wide rules and regulations.

The following comments are advisory only and do not constitute actual contract language.

2. All past practices related to personnel matters and working conditions remain in force as long as they do not conflict with specific provisions of the new contract. Specific examples are included in Appendix N. There are probably other past practices in your unit. Before you announce to your employees that you are going to change a past practice, call the Employee Relations Section at 539-6625.

ARTICLE 3 - RIGHTS OF EMPLOYER, UNION, AND EMPLOYEES

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 --

i. among properly ranked and certified candidates for promotions; or

ii. 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 --

1. at the election of the Employer, on the numbers, types and grades of Employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

2. procedures which Management officials of the Employer will observe in exercising any authority under this section; and

3. appropriate arrangements for Employees adversely affected by the exercise of any authority under this section by such Management officials.

3.2 REPRESENTATION RIGHTS AND DUTIES:

A. 1. 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.

2. The Union shall be given the opportunity to be represented at --

a. 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

b. any examination of an Employee in the unit by a representative of the Employer in connection with an investigation if --

i. the Employee reasonably believes that the examination may result in disciplinary action against the Employee; and

ii. the Employee requests representation.

B. Employee Orientation. Management will give advance notice to the Union President/designee of all orientation sessions for new Employees. The Union may distribute appropriate material subject to prior approval by Management and may discuss issues which do not constitute internal Union business. Management will insure that each bargaining unit Employee receives a copy of the Union contract and any bargaining unit-wide supplemental agreements.

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.

C. The Union has the right to fully communicate with bargaining unit Employees on personnel policies, practices and procedures and conditions of employment in accordance with law, regulations and the terms of this Agreement. Except in unusual circumstances, it is understood that an Employee, when acting as a Union representative, is not to enter a work area during work hours without the advance permission of the immediate supervisor except as specified in article 19 and section 3.3 below. Consultation meetings between Management officials and Union representatives, including formal discussions, will be scheduled in advance, to the maximum extent possible. It is understood and agreed that a Management official is not required to meet with a Union representative if a meeting has not been preestablished.

When meetings are scheduled in advance, the requesting party will contact the immediate supervisor of the Union representative to inform him/her of the meeting.

D. To the extent it is within Management's control, Management will provide the Union at least 10 workdays notice, in

advance of anticipated implementation date, of changes affecting conditions of employment of bargaining unit Employees. If the Union wishes to negotiate on the proposed changes, it will so notify Management within 10 workdays of receipt of Management's notice. If feasible, such notice will be communicated not later than the implementation date identified in Management's notice of the change.

E. Upon advance written request to the Labor Relations Staff of at least 2 workdays from the Union President/Designee, Management will cooperate in making appropriate arrangements in order that the Union can hold meetings in the work area during the scheduled lunch break for that area. To the maximum extent feasible, any Employees who wish to change their lunch period in order to be able to attend any Union meeting will be allowed to do so. It is understood that meetings will not be authorized in the computer room. It is also understood Employees are under no obligation to attend scheduled sessions, but Employee attendance is encouraged to maximize Employee input in labor-management relations.

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 other appropriate procedures.

G. It is understood and agreed that the Union President and Chief Steward will have absolute day shift preference rights as long as there are no work assignment requirements which necessitate that individual Employee's presence on other than the day shift.

H. 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. Except as otherwise provided under this section, such right includes the 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. 1. Employees shall have the right to Union representation upon request in the following types of Management-initiated meetings:

a. When an Employee is formally counseled, warned, or disciplined regarding conduct problems except for the simple

delivery of a disciplinary letter or record of counseling from a supervisor to an Employee where there is no discussion regarding the issues addressed in the letter or counseling report.

b. An Employee is being questioned on a matter relating to his/her conduct or behavior and the Employee reasonably believes that disciplinary action may result;

c. Employees questioned as witnesses during formal investigations conducted by agency officials will, upon request, be afforded the opportunity for Union representation. The Union representative, if present during the inquiry, will be bound by the same requirement as the witness to maintain the confidentiality of the nature of the investigation and the information disclosed.

For the purpose of this section, a formal investigation is one in which an Employee being questioned is subject to disciplinary action for failure to cooperate.

2. The following procedures will apply where an agency official is making inquiry into possible Employee misconduct for which the agency may issue or propose a disciplinary or adverse action. Such procedures will not apply to any formal investigation conducted by the Office of Inspector General, USDA, any inquiry involving possible criminal conduct, or conduct affecting the safety or internal security of the agency or its employees.

This procedure is not intended and will not be interpreted so as to unreasonably restrict or delay management in the lawful exercise in its statutory right to take disciplinary action. Rather, the sole purpose of this procedure is to permit employees an opportunity to address an allegation of questionable conduct prior to the issuance of a letter of warning, official reprimand or proposed adverse action based on misconduct.

This procedure is not intended and will not be interpreted in such a way as to deny or restrict an Employee's statutory right to representation under
5 USC 7114(a)(2)(B) or an employee's right to advanced written notice, an opportunity to answer, and other requirements prescribed under 5 USC 7503 or 7513, when applicable.

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 (Appendix A).

3. Upon receipt of the disciplinary or adverse action letter, the Employee will sign and date a copy of the letter acknowledging receipt.

C. Management will annually notify Employees of their right to grieve performance appraisal ratings. This notice will be in conjunction with the end of the annual performance appraisal period.

D. Supervisors will retain Employee drop files in strict accordance with Privacy Act requirements. When an Employee is formally counselled 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 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.

E. The Union and the Employer agree to work toward the creation of a work environment in which supervisors and Employees treat each other with respect and consideration. In an atmosphere of mutual respect, all Employees shall be treated
fairly and equitably in the administration of personnel policies, practices, and procedures and matters affecting conditions of employment, with proper regard for their privacy and constitutional rights.

1. No Employee will be subjected to intimidation, coercion, harassment, or retaliation by Management officials.

2. The parties agree that, to the extent possible, instructions/orders communicated to Employees by Management officials should be reasonably consistent. An Employee who does not understand an instruction/order has the right to request clarification of that instruction/order. To the extent possible, a supervisor's orders must be complied with once given, whether or not the Employee believes those instructions to be consistent, fair, or reasonable. An Employee who concludes that a supervisor's instructions/orders are not consistent, fair or reasonable has the right to pursue his/her dissatisfaction through the negotiated grievance procedure.

3. Employees have the right to present their views to Congress, the Executive Branch, or other authorities and to otherwise exercise their First Amendment rights without fear of penalty or reprisal.

4. Employees may post materials in their immediate work space to the extent that such materials are not unsafe, blatantly offensive, obscene, inflammatory, do not interfere with the efficiency of operations and are not otherwise prohibited by statute or regulation. Employees may post materials in unofficial posting areas historically used by Employees in the work area to the extent that such materials meet all of the requirements noted above and are likely to be of general interest to Employees in the area. It is understood that such materials, when posted outside the Employee's immediate work space, are to be removed whenever they are no longer current, readable, or in good condition.

5. Employees have the right to direct and/or fully pursue their private lives, personal welfare and personal beliefs without interference, coercion or discrimination by the Employer so long as such activities do not conflict, interfere with and/or are not inconsistent with the safe, efficient and effective performance of job responsibilities. The standard of nexus shall apply.

6. Work assignments will not be made or denied in violation of prohibited personnel practices, any applicable law, rule, or regulation, or in lieu of appropriate disciplinary action except as provided in this Agreement. Agency officials will exercise fairness and equity in making work assignments.

7. The Employer recognizes that it is a prohibited personnel practice to take or fail to take personnel action with respect to an Employee as reprisal for disclosing information which the Employee reasonably believes evidences:

-a violation of any law, rule, or regulations, or

-mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety when such disclosures are not specifically prohibited by law and such information is not specifically required by Executive Order to be kept secret in the interest of national defense or the conduct of foreign affairs.

8. Employees have the right to request leave of any type, official time, absence from overtime, core time deviation, tour of duty changes, visits to the Health Clinic, lunch period changes, and other similar requests to be absent from the work area in accordance with this Agreement, with the understanding that such requests may be subject to denial after consideration by the supervisor or other authorized official. In considering such requests, supervisors or other Management officials will proceed as follows:

a. the supervisor will approve the request, if possible, and in accordance with the terms of this Agreement;

b. if the supervisor has a valid work-related reason to tentatively disapprove the request, the affected Employee will be advised of the reason;

c. in considering such requests, the supervisor may request, or the Employee may provide, such additional

information/clarification relative to the request as is reasonable and necessary in order to determine whether approval/disapproval of the request is consistent with law, regulation, agency instructions/policy, the efficiency of operations, and workload/workforce requirements, when not in conflict with the Agreement.

d. if such additional information is provided by the Employee, the supervisor will reconsider the request, giving consideration to actual workload demands and to the Employee's need;

e. if the supervisor must still deny the request, the Employee will be advised of the reasons for denial, and the supervisor will initiate action to reschedule, if applicable.

F. Use of Government Telephone Systems.

1. The use of Government telephone systems shall be limited to the conduct of official business. Such official business calls will include emergency calls and calls which are necessary in the interest of the Government as defined in this Agreement.

2. In addition to telephone calls concerning the official business of the agency, the use of such systems/facilities is permitted in the following instances:

a. An Employee is injured on the job. A call to notify family and/or doctor is appropriate.

b. An Employee traveling on Government business is delayed due to official business or transportation delay and must reschedule a return time. A call to notify family of a schedule change is appropriate.

c. An Employee traveling more than 1 night on Government business may make a brief call daily to his/her residence using a Federal Telecommunications System (FTS) telephone.

d. An Employee is required to work overtime without advance notice on the prior day. A telephone call to advise the Employee's family of the change in schedule or to make alternate transportation or child care arrangements is appropriate.

e. An Employee makes brief daily calls to locations within the local commuting area to speak to spouse, minor children (or those responsible for them, e.g., school or day care center) to see how they are.

f. An Employee makes brief occasional calls to locations within the local commuting area that can be reached only during working hours, e.g., local government agency or physician.

g. Occasional, brief calls by Employees in the office to other Employees regarding transportation or other matters similar to those identified above in items a-f.

h. Occasional, brief calls within the office between bargaining unit Employees and Union representatives, e.g., to arrange for or reschedule meetings.

3. FTS is to be used for placement of long-distance calls as provided in paragraphs 1 and 2, above, instead of the commercial toll network, to the maximum extent feasible. Long distance commercial charge calls can only be placed when specifically authorized by Management, except that brief, personal calls over the commercial long-distance network may be made if the calls are not charged to the Government, i.e., the call is:

a. charged to the Employee's home phone number or other non-Government "third party" phone number;

b. made to an 800 toll free number;

c. charged to the called party if a non-Government number; or

d. charged to a personal telephone credit card.

4. Authorization for the use of Government telephone systems and facilities as provided above is limited to calls which:

a. do not adversely affect the performance of official duties by the Employee or the Employee's organization. Adverse effect includes, but is not limited to, complaints from users or other Employees of inadequate access to the phones for job-related purposes or significant reduction in productivity by the Employee or by the unit.

b. are of reasonable duration and frequency, i.e., duration of call should be limited to the time necessary to conduct the business at hand, normally not to exceed 10 minutes; the frequency as defined above in paragraph 2; and

c. reasonably could not have been made at another time i.e., during nonduty hours. Whenever possible, such calls will be made during lunch, breaks, or other off duty periods.

5. Use of Government telephone services, equipment or facilities is prohibited for other than official business, except as noted above, for emergency calls and for calls which the Employee's supervisor specifically authorizes as necessary in the interest of the Government. Unauthorized calls may not be placed even if the Employee's intention is to reimburse the Government for the cost of the call.

6. Consistent with current Government-wide regulations, an Employee who makes unauthorized use of telephone services, equipment or facilities may be subject to criminal, civil, or administrative action including suspension or removal. Additionally, such Employee may be required to reimburse the agency for both the value of the call, based on commercial long distance rates, and the administrative costs to the agency to determine that the call was unauthorized and to process the collection.

The following comments are advisory only and do not constitute actual contract language.

3.2A2 You must give advance written notice to the union President inviting him/her to attend (and participate) in a formal discussion you intend to have with your employees about their grievances, general working conditions or personnel matters. Typical subjects of such formal meetings include scheduling vacations, compressed days off, credit hours, overtime, new work procedures, office space changes, and reorganizations. (The President will decide if the union will attend and who will represent it.)

You do not have to invite or allow a union representative to attend a "meeting" with an individual employee when you are simply delivering an employee performance report, an employee conduct report, a disciplinary letter, a sick leave restriction letter or an employee performance appraisal.

If you interview or question an employee about potential misconduct, this is a Weingarten meeting. If the employee (not you) reasonably believes that this examination/ investigation may result in disciplinary action against the employee and the employee asks for a union representative, you must make a choice to either allow the employee to get a union rep or discontinue the meeting. If you continue the meeting with the employee, the union rep has the right to ask questions, make comments, and participate in the discussion. Typical examples of Weingarten meetings include inquiries about sick leave abuse, late arrival at work, T & A irregularities, missing office supplies, and other forms of misconduct.

3.2B Within 5 workdays of a new employee's entrance on duty, the supervisor should contact the union steward who services his/her particular Branch/Division and arrange to introduce the new employee to him/her. If you are uncertain who you should contact, call the Employee Relations Section (extension 6625) or you can call the Chief Steward of AFGE Local 3354.

3.2D You must notify the union President in writing at least 10 workdays before planned changes affecting working conditions. Examples include office space changes, reorganizations, new work schedules, and new work procedures. Call Employee Relations at X6625 for advice on what to say and how to say it.

3.3B1 Employees have the right to Union representation upon request when you give the employee a 90-day opportunity-to-improve letter or a within grade increase (WGI) denial letter.

3.3B2 Before issuing any written disciplinary actions, an Employee Relations Specialist will assist you in conducting a preliminary investigation into the situation for which you are considering discipline. You and the ERS will talk to the employee in an attempt to find out what happened, why it happened, etc. The employee is entitled to a union representative if s/he requests one. Contact the ER Section (extension 6625) whenever a disciplinary action situation arises.

This does not pertain to oral or written counselings.

3.3B3 The employee should sign and date at the bottom of each page of the Official Agency File Copy. If s/he refuses to sign, the supervisor should just notate that the letter was hand-delivered to the employee (notating date and time) but s/he refused to sign. The Official Agency File Copy should then be returned to your servicing ERS.

3.3C The Personnel Office sends out these annual notices to all employees.

3.3D Form FmHA 300-43, Employee Performance/Conduct Report, is used to record a supervisor's discussion with an employee related to job performance and conduct. It should be written out and shown to the employee at the time of the discussion. The employee has a right to read it, to make written comments and to sign. (The employee may choose not to sign it.) The supervisor must sign and date the form (and make a note if the employee declines to sign): then make a copy and give it to the employee. Keep the original in the employee's drop file.

The drop file can also be used as a place to keep "memory joggers" about particular incidents involving the employee and copies of kudos or complaints. However, we suggest that you keep "memory jogger" notes in a separate file. This "memory jogger" file could have notes on all your employees but would not be kept by employee name, social security numbers, etc., and therefore, would not be considered a "system of records" and subject to the
Privacy Act. If you maintain such notes for reasons of agency business (e.g., backup for progress review or annual ratings), the union will seek this data. Disclosure of supervisor's notes is decided on a case-by-case basis, depending on whether they are relevant and necessary in order for the union to carry out its representational duties. In general, if a supervisor keeps and then uses a note in a subsequent personnel action/decision, the note will be subject to disclosure.

Following is guidance on what kinds of notes supervisors are allowed to keep without subjecting those notes to the requirements of the Privacy Act.

Basically, personal notes or records that supervisors may keep as "memory joggers" regarding the performance, conduct, and development of employees they supervise are not prohibited by the Privacy Act as long as certain conditions are met. These conditions are that the notes must:

1. be kept and maintained only for the personal use of the supervisor who wrote them;
2. not be circulated to anyone, not even to the supervisor's secretary or another supervisor of the same employee;
3. not be kept under the control of the Agency in any fashion, or required by the Agency and are retained or destroyed as the supervisor who wrote them sees fit.

Since personal notes are to be used as memory joggers only, it makes little difference whether the supervisor keeps notes on employees in a

random manner using a single folder or keeps a folder for each employee and places notes in it in a chronological manner; the key point is that they are still memory joggers and not an Agency record. To be in technical compliance with the Privacy Act, it is best not to have the employee's name on the outside of the folder. Also, because they are memory joggers, there is no obligation, under the Privacy Act, on the part of the supervisor to tell employees that notes are being kept on them. (However, the union contract requires the supervisor to inform employees in certain cases that records are being kept on their conduct and/or performance.) So, it makes little sense to deny if asked by an employee that you are keeping records on all employees under your supervision in order to serve as memory joggers for yourself.

The problem begins when the supervisor uses those personal notes as documentation for personnel actions, because the notes then become a system of records subject to both the Privacy Act and the Freedom of Information Act (FOIA). What should happen is that the existence of these notes should cause the supervisor to take an appropriate personnel management action, such as a letter to the employee on performance or conduct-related problems, justification for an incentive award, or providing documentation for the actual performance appraisal. Once the information has been extracted from the notes, the notes have outlived their usefulness and should be discarded -- provided they have not been shown to anyone.

If they are retained by the supervisor and become a supporting document, they become an official Agency document, subject to the Privacy Act, FOIA, and to review and access by the employee and others.

Related to employees' rights to access information or prevent its disclosure is the issue of the rights of the employees' representatives. As the exclusive represen-tative for bargaining unit members, the union has a statutory right to data:

1. which is normally maintained by the agency in the regular course of business;
2. which is reasonably available and necessary for full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining; and
3. which does not constitute guidance, advice, counsel or training provided for management officials or supervisors, relating to collective

   bargaining.

Memory joggers in general, are not disclosable to the union. However, in certain situations the courts have ruled otherwise. This includes information related to merit promotion actions--interview notes, "score sheets," memos justifying selection of a candidate, etc. The Federal Labor Relations Authority has said that just because a supervisor's notes may not be a "record" under the Privacy Act, there is still an obligation under the labor-management relations statute to give the union data necessary to process a grievance and negotiate conditions of employment.

In summary, the use of personal notes can be a complicated issue. Supervisors are encouraged to contact the employee/labor relations staff on all questions related to the Privacy Act, FOIA, and any union or employee requests for data.

3.3E4 "Materials likely to be of general interest to employees in the area" include a sign next to the coffee pot that Mr. X or Mrs. Y has an order form available for employee organization candy or cookies etc.

3.3F When necessary, employees may make brief, occasional calls. Some examples of appropriate calls are; to a physician's office to make an appointment, to a car pool member to make ride arrangements, to a child's school, to a baby-sitter, etc. According to 3.3F4c, the calls should be made on breaks or lunch whenever possible and could not have been made after duty hours. The calls are to be limited to no more than 10 minutes each and should not limit access of telephones by other employees trying to get their jobs done. Performance of official duties takes precedence over use of the telephones for personal business -- whether outgoing or incoming.

When a supervisor determines that telephone usage has become excessive, he/she should counsel the employee (Form FmHA 300-43). The supervisor should have supportive documentation (e.g. complaints, performance problems, work backlog, all coinciding with frequent long telephone calls).

ARTICLE 4 - TEMPORARY, PROBATIONARY, PERMANENT PART-TIME, SEASONAL, AND EXCEPTED SERVICE 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 this Agreement.

4.2 PROBATIONARY EMPLOYEES

A. The Employer agrees to provide probationary Employees with the opportunity to develop and to demonstrate their proficiency.

B. During the probationary period, the Employee's conduct and performance in the actual duties of his/her position may be observed, his/her preemployment background investigated, and he/she may be separated from the service at any time if, after a full and fair trial, it becomes apparent that the Employee's conduct, general character traits, or capacity do not fit him or her for satisfactory service. Such a separation may not be based on partisan political reasons, marital status, race, color, religion, sex, national origin, physical handicap, or age discrimination.

C. Probationary Employees will be entitled to ongoing counseling about their conduct and performance as well as their standing throughout the probationary period. At the end of 8 months, probationers will be rated by their supervisors on their overall conduct, attendance, general character traits, and productivity. If the Form AD-507, Probationary or Trial Period Report (Appendix B), indicates marginal or unsatisfactory ratings, the supervisor will meet with the Employee to discuss the report. In such cases, a copy of the report will be given to the Employee. Specific corrective actions will be outlined at this meeting unless this has previously been accomplished. It is understood that even when a Form AD-507 indicates an overall satisfactory rating, a probationary Employee is still subject to appropriate disciplinary action, up to and including discharge, if his/her conduct, attendance, standing or performance deteriorates during the remainder of the probationary period.

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

E. In cases of impending separation for performance deficiencies, the Employer will give consideration for placement of the probationary Employee in positions commensurate with his/her demonstrated ability prior to making a decision to separate the Employee.

F. When it is determined that a probationary Employee is to be separated, the Employee will be given at least five (5) workdays notice of termination, except where Management determines that a probationary Employee's continued presence will be detrimental to the agency mission or to his/her or other Employees' health or welfare.

4.3 PERMANENT PART-TIME EMPLOYEES

A. To the maximum extent possible, consistent with budget, mission and workload considerations, the Employer agrees to maintain sufficient permanent part-time positions to accommodate Employee requests for such positions. The Employer also agrees, consistent with budget, mission and workload considerations, to convert part-time Employees to full-time in accordance with paragraph G below to meet Employee requests for conversion. When work is available and budget considerations allow, qualified part-time Employees who desire to work their day off will be allowed to do so. If permanent part-time Employees' services are necessary for more than their scheduled tour of duty, volunteers will be initially solicited within the unit/team. Where insufficient volunteers are obtained in the organizational element, mandatory requirements will be imposed in the order of inverse seniority based on most recent USDA service from among qualified Employees. Except in emergencies, mandatory requirements will not be imposed other than during periods of mandatory overtime or when the work is required but overtime funds are limited.

B. Pro-rated leave for permanent part-time Employees is based on actual hours worked.

C. The Employer agrees to establish regular tours of duty for permanent part-time Employees which are consistent with appropriate law, regulations, and this Agreement. Tours of duty determine the Employee's eligibility for pay on holidays. Tours of duty are established by the Employer. Any changes to tours of duty affecting general conditions of employment will be subject to appropriate negotiations with the Union. Generally, tours of duty cover four (4) days of the basic workweek. Based on workload requirements, the Employer will establish the days and hours during which permanent part-time Employees can select their time off. Every reasonable effort will be made to allow the maximum number of permanent part-time Employees to have their requested day off. Within these parameters, on an annual basis, part-time Employees within a unit/team may select their day off, if applicable. In cases of too many qualified Employees requesting a particular day off, preference will go to the Employee with seniority based on most recent USDA service. Employees must stay with the schedule the remainder of the year unless the Employer must fill a need on a particular day. The senior Employee who volunteers for the change will be rescheduled. If there are no volunteers, the least senior person will be changed. Reasonable efforts will be made to accommodate Employee requests to change their day off due to hardships. Appropriate documentation must be provided to fully support such requests. Such requests should be kept to a minimum and accommodation should result in minimum disruption of Employee schedules.

D. Individuals who do not desire conversion from part-time to full-time employment should so state in writing to the immediate supervisor.

E. An Employee who is denied conversion from full-time to part-time or vice versa within the unit/team will be notified orally of the reasons by the immediate supervisor when vacancies occur for which they would have been eligible under 4.3F or G below.

F. Conversion from Full-Time to Part-Time

1. Employees who desire to convert from full-time to part-time should make such requests to their immediate supervisor in writing. The immediate supervisor will make every effort to honor all such requests based on workload requirements and the particular merits of each request.

2. The Personnel Office will advise the Employee, prior to implementing such requests, of the effects of the change to part-time employment upon the Employee's pay, benefits, working conditions, and other rights or entitlements.

G. Conversion from Part-Time to Full-Time

1. Whenever the Employer chooses to fill permanent full-time positions from among permanent part-time Employees, permanent part-time Employees will be considered in accordance with the terms of this Agreement, unless they have notified the supervisor in writing they do not wish to be considered.

2. Employees who are in the same type of position, in the same grade, and who are within the same unit/team will be converted as follows:

a. Employees whose most recent performance appraisal was at least "Superior" will be converted first in accordance with most recent USDA seniority unless the Employee's performance has since deteriorated and the Employee has been counseled in accordance with article 15.

b. Employees whose most recent performance appraisal was "Fully Successful" will be converted next in accordance with most recent USDA seniority unless the Employee's performance has since deteriorated and the Employee has been counseled in accordance with article 15.

c. If there are additional conversions to be made they will be made according to most recent USDA seniority. However, Employees whose performance is less than "Fully Successful" will not normally be considered for conversion.

d. The use of any reappraisal of performance within 30 days prior to such conversion is prohibited unless the reappraisal was required under article 15 of the Agreement or FmHA Instruction 2060-A.

e. Only those conduct-related factors which adversely affect the performance of the Employee or the performance of others may result in the nonconversion of Employees outlined in a through c above. Consideration of such conduct-related factors by the supervisor making the conversion will be limited to written actions during the 2-year period prior to consideration for conversion. All candidates will receive fair and equitable consideration by the supervisors with regard to all factors considered in accordance with law, regulation, and this Agreement.

4.4 TEMPORARY AND EXCEPTED SERVICE EMPLOYEES:

A. This section applies to temporary full-time (TFT) and temporary part-time (TPT) Employees in the competitive service, and to all excepted service Employees in the bargaining unit. Employees in these positions have representation rights under this contract.

B. To the maximum extent possible, the Employer will notify the Employee at least 5 workdays in advance when the Employee is to be separated prior to the not-to-exceed date of his/her appointment or when the temporary appointment is to be extended. When an Employee's name is being requested on an OPM certificate for a career conditional appointment, he/she will be notified in accordance with law and regulation. Prior to terminating a temporary Employee due to lack of work, consideration will be given to placing him/her in the same job series and grade in another unit where temporary work is available. Discharge of temporary/Schedule G Employees will be in writing outlining the basis for the action, the evidence supporting that action and the effective date of discharge. All disciplinary actions taken against such Employees will be based on the principle of progressive discipline; however, it is understood such Employees are normally not covered by the provisions of 5 USC 4302 or 5 USC 7512. When a temporary/Schedule G Employee is to be discharged for disciplinary or performance reasons, he/she will receive 5 workdays advance notice, except where the Employer determines that the Employee's continued presence will be detrimental to the agency mission or his/her or other Employees' health or welfare.

C. In conjunction with OPM's announcement of the acceptance of applications for the Office Assistant or Accounting Technician examination, the Employer will furnish such information to temporary and Schedule G Employees. Upon appointment with the Employer, such Employees will receive written information concerning requirements for conversion to permanent career conditional status. The Employer will make attempts to set up an OPM test site on the Employer's premises in conjunction with the scheduling of the Office Assistant or Accounting Technician examination.

D. Schedule G Intermittent Employees:

1. The Employer will explain to each Schedule G Employee when he/she is hired that this appointment is an on-demand type of appointment, and that the Employee is expected to work days and hours as work demands on whichever shift to which the Employee was hired or
was most recently assigned. At the Employee's option, he/she may indicate his/her desire to work shifts other than the one most recently assigned. If the Employer needs to place a Schedule G Employee on a shift other than the shift to which he/she is currently assigned, the following procedures will be followed:

a. Volunteers by most recent USDA seniority.

b. Inverse seniority based on most recent USDA service (reasonable efforts will be made to accommodate hardship requests).

To the maximum extent possible, the Employer will attempt to schedule intermittent Employees one week in advance; however, it is understood

that less notice may be necessary. If an intermittent Employee has valid justification for inability to work, this will be taken into consideration by the Employer and other Employees will be contacted in an attempt to fill the need. If the Employee's services are necessary, however, he/she can be ordered to report to work. If an intermittent Employee is unavailable on several occasions when called, this may be the basis for removal from the position. In making such determinations, the Employer will be fair and equitable in its treatment of such Employees.

2. Schedule G Employees will be guaranteed a minimum of 2 hours work except in emergency situations or if the Employee is not ready, willing and able to work.

3. The Employer agrees, where appropriate, to consider Schedule G Employees who volunteer for work outside their normal work unit but within their branch for alternate assignments when work is not available in their regular assignments.

4. Consistent with the above provisions, Schedule G Employees will be placed in nonpay status and recalled to work based upon workload demands, on each Employee's hours available, and on performance as monitored from OPEX reports, if applicable, and productivity measurement data. Where these factors are relatively equal, seniority based on most recent USDA service will be used as the determining factor. Employees who are the subject of ongoing investigations regarding potential theft or other criminal conduct which would normally result in the indefinite suspension or removal of a permanent Employee, will not be recalled pending resolution of the investigation, and imposition of appropriate disciplinary action.

5. Management will give to each Schedule G Employee three (3) calendar days advance notice to the extent possible when the Employee is to be recalled or placed in nonpay status. It is understood that the Employer will make one attempt (two busy signals count as one attempt) during daytime hours and one attempt in the evening to recall a Schedule G Employee prior to the date he/she is needed to report. If the Employer is unable to contact that Employee, the next Employee on the list will be contacted.

6. It is the responsibility of every Schedule G Employee to keep his/her supervisor currently informed of any change in address or telephone number. If a Schedule G Employee does not have a telephone, he/she must provide a number at which a message can be delivered. It will be such Employee's responsibility to check at that number on a continuing basis regarding work requirements. Failure to update the immediate supervisor regarding current address and telephone number, resulting in the immediate supervisor's inability to contact Schedule G Employees, can result in discharge for unavailability for work.

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. It is understood that Employees may first attempt to resolve concerns individually between themselves and their immediate supervisors without invoking the grievance procedure. They are not, however, required to do so and 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. Employees are reminded that timeframes continue to run throughout the time the Employee is attempting to informally settle the complaint.

When an Employee wishes to seek Union representation to pursue a grievance, the Employee will so inform the supervisor and the supervisor will insure the Employee has access to a phone for the sole purpose of establishing a meeting with his/her Union representative and not for the purpose of discussion of the Employee's complaint. The supervisor cannot require the Employee to provide any information concerning the complaint at this time. All other discussions and meetings will be handled in accordance with the provisions of article 18. It is understood and agreed that Management officials will not interfere with the placement of the call by the Employee or the receipt of the call by the Union representative.

5.2 DEFINITION AND SCOPE: A grievance means 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 Employees; or (c) by any Employee, the Union, or the Employer concerning:

(1) the effect or interpretation, or a 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) except that it shall not include a grievance concerning:

(1) any claimed violation relating to prohibited political activities; or

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

(3) a suspension or removal for National Security reasons, (Section 7532); or

(4) any examination, certification, or appointment; or

(5) the classification of any position which does not result in the reduction in grade or pay of an Employee.

(6) any adverse personnel action taken in conjunction with reduction-in-force (RIF) which would be otherwise appealable to the Merit Systems Protection Board (MSPB).

(7) any performance-based removal or reduction-in- grade under 5 CFR Part 432 or 752.

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, or 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. The specific provisions for use of official time in this regard will be covered by the terms discussed in this article and article 18.

5.4 AVAILABLE PROCEDURE: This negotiated grievance procedure shall be the exclusive procedure available to the Union and the Employees in the bargaining unit for resolving such grievances, except as expressly limited by the following:

(1) No one outside the bargaining unit may use these procedures. The date for establishing inclusion or exclusion from the unit is the date the action complained of occurred.

(2) An aggrieved Employee affected by discrimination, or adverse action taken in accordance with 5 USC section 7512 (except as excluded from the negotiated grievance procedure in section 5.2(c), above), may at his/her option raise the matter under a statutory appellate procedure or this negotiated grievance procedure, but not both. For the purposes of this section and pursuant to Section 7121 of the Act, an Employee shall be deemed to have exercised his/her option under this section only when the Employee files a timely notice of appeal under the appellate procedures or files a timely grievance in writing under the negotiated grievance procedure. An aggrieved employee who has been removed or reduced in grade due to unacceptable performance, whether such action has been taken in accordance with 5 USC 7512 or 4303, may raise the matter under an appropriate statutory appellate procedure only.

5.5 QUESTIONS OF GRIEVABILITY: The Employer and the Union agree to raise any question of grievability or arbitrability of a grievance prior to the time arbitration is requested unless recent case law or court decisions affect this determination. Disputes of grievability or arbitrability shall be processed in the following manner:

A. Once the Employer has concluded that a matter raised before that party is nongrievable or nonarbitrable, such party will notify the Union President, as well as the designated Union representative, in writing of this initial determination and of the specific reasons for such determination.

B. Within 2 workdays of receipt of written notice of nongrievability, the Union President may request that a meeting be held

with Management's representative(s) for the purpose of discussing the grievability issue. Management will meet with the Union if it is agreed that additional clarification regarding Management's position is warranted or that clarification of the Union's position may resolve the grievability dispute. Such meeting, if held, will be conducted within 3 workdays after receipt of the Union's request. At such time as the meeting is held, the Union President may amend the grievance in order to resolve the dispute. Arrangements for such meeting will be made with the Labor Relations Staff. Prior to such meeting being held, the Union President and the Labor Relations Staff will agree to a reasonable amount of official time that will be available to the Union President/designee to research the grievability issue in preparation for the meeting.

If the grievability issue is not resolved with this meeting or if no meeting is held following issuance of the agency's determination and the Union pursues the grievance, any official time appropriate for that grievance number after the date of the notice of nongrievability will be subject to recall unless an arbitrator or, in the absence of an arbitrator's decision, Management subsequently determines that the grievance is grievable. Official time agreed by the parties to be reasonable in conjunction with a clarification meeting, as noted above, will not be subject to recall.

C. When a grievability issue is pursued by a grieving party and the grievance is an Employee-initiated grievance, reasonable official time will be granted the Employee when meeting with a Union representative and will not be subject to the buy back provision described in paragraph B, above.

D. Grievability issues will be processed separately from the merits of the grievance. The grievance over the merits of the case will be held in abeyance until the grievability issue has been resolved. Only if the grievability issue is eventually settled in favor of the grievant will the merits of the case be addressed through the grievance procedure in a separate hearing. Official time may be used to investigate and prepare for presentation of both the grievability issues and the merits. Any official time used for any reason pursuing the grievance, however, will be subject to recall under the terms described above.

E. The Union further agrees that all grievability issues pursued by the Union will be processed by the Union President or his/her designee if the name of the designee is provided to the Labor Relations Staff in writing.

F. The LMR Agreement provisions regarding the selection and payment of an arbitrator will apply to arbitration hearings on grievability matters just as they apply to hearings on the merits of a complaint. A separate meeting will be held to select an arbitrator for the hearing on the merits.

5.6 PROCEDURE FOR EMPLOYEE-INITIATED GRIEVANCES

A. The Union shall have the right to represent Employees at any stage of this procedure. Upon notification by an Employee that

representation is desired to pursue a complaint, no further discussion or questioning shall take place until a 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. Informal Procedure - Step 1

1. An Employee who wishes to seek Union representation in order to pursue a personal grievance must seek such representation within 15 workdays of the date of the occurrence giving rise to the grievance or that Employee's awareness of it. If an Employee wishes to pursue a grievance under this article on his/her own, a written request for a meeting at Step 1 of the grievance process must be filed with the immediate supervisor no later than close of business on the 15th workday after the date of the occurrence or the Employee's awareness of the occurrence. 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.

2. Upon notification by an Employee that a potential grievance exists, the Union representative will contact the Employee Relations Clerk and inform him/her of the name of the Employee(s) requesting representation, the work unit(s) in which these Employees are located and, if possible, the issue(s) involved. If the Employee Relations Clerk is unavailable, any other member of the Labor Relations Staff may be contacted. If the Union representative is unaware of the issue(s) involved, he/she will contact the Labor Relations Staff as soon as possible with this information. It is understood and agreed that Management officials will not interfere with the placement of the call to the Labor Relations Staff to establish an official time number. Upon initial contact by the Union representative, the Labor Relations Staff will assign an official time number to the case and will inform the Union representative of that number. Until the number is assigned, no official time is authorized to the Union representative to investigate or prepare a grievance.

3. Within 5 workdays after an official time number is assigned, the Union representative must provide a written request for an informal meeting at Step 1 if he/she wishes to pursue the grievance. Form FmHA 300-14, Request for Informal Meeting At First Step of Grievance, (Appendix C), will be used for this purpose. At the informal step of the grievance process, Form FmHA 300-14 must state the specific issue that is the subject of the grievance and the name(s) of the Employee(s) who are grieving. The immediate supervisor will sign and date the request. He/she will then return the original and a copy to the Union representative, maintain a copy for his/her information, and forward a copy in an "Addressee Only" envelope to the Labor Relations Staff.

4. Within 7 workdays of receipt of the written request, the supervisor will hold a meeting with the Union representative and the grievant in an attempt to settle the matter informally. The supervisor may designate a representative of his/her

choosing to attend the oral conference. The supervisor will prepare a written decision after the oral conference and provide it to the Labor Relations Specialist. An original and one copy of the grievance response will be hand-delivered to the Union representative or placed in the Union mailbox, as appropriate, within 5 workdays after the informal meeting. It is mutually understood by both parties that no agreement is reached until a written response is provided by the supervisor.

D. Formal Procedure - Step 2

1. If the grievance is not satisfactorily settled at Step 1, the Union will have 10 workdays from the date of the Step 1 written response to file a formal grievance at Step 2. The content of the grievance must follow the requirements outlined below. Form FmHA 300-13, Grievance Form, (Appendix D), will be used for this purpose. The entire form intact, will be given to the Assistant Administrator, Finance Office; the Deputy Assistant Administrator, Information Systems Management; Assistant Administrator, Procurement and Administrative Support; or Assistant Administrator, Human Resources Management, as appropriate. Management will sign and date for receipt; retain the original; give the pink and white copies to the Union; and send the yellow copy to the Labor Relations Staff in an "Addressee Only" envelope.

Content of Grievances: The grievance shall be presented in writing at Step 2. The following information must be provided for Management to accept the grievance as validly filed.

--Name of grievant.

--The article of the Agreement alleged to have been violated if the grievance is over a matter of interpretation or application of the Agreement, or specific policy, regulation, or practice being violated, if known.

--All known details to identify and clarify the basis for the grievance (i.e., who, what, when, where, why and how).

--Specific personal relief requested by the grievant.

--Name of the grievant's representative.

--Signature of Employee grieving.

All responses from Management and presentation of additional information will be provided in memorandum format between the parties. The original and a copy will be given to the Management official when he/she is receiving the grievance or the Union representative when he/she is obtaining Management's response. The other party will maintain a copy of the information provided.

At Step 2 there will be no significant change in the issues or grievants identified at Step 1 of the procedure.

2. Within 7 workdays after receipt of the grievance, Management will hold a grievance meeting with the Union. This meeting

will normally be attended by the Union President/ designee, the designated Union representative, and the grievant(s) for the Union, and by the appropriate Director/designee, a Labor Relations Specialist and the immediate supervisor for Management. The purpose of the meeting will be for Union/grievant to present its case to Management regarding why the grievance should be settled as requested. Additional meetings at the formal step will be held upon mutual agreement of the parties. It is mutually understood by both parties that no agreement is reached until a written response is provided by Management.

3. Within 10 workdays after the meeting, Management will provide a written response to the Union President. An original and one copy will be hand-delivered to the Union President who will provide the copy to the grievant. If the Union President is unavailable, the response will be provided to the Union Vice President or Chief Steward. If none of these individuals are available, the response will be placed in the Union mailbox.

5.7 EMPLOYER AND UNION-INITIATED GRIEVANCES

A. Union-Initiated Grievances

1. If the Union chooses to file a grievance against the Employer, it must pursue the grievance within 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. If the Union wishes to investigate a potential grievance against the Employer, it must contact the Employee Relations Clerk or in his/her absence, any member of the Labor Relations Staff, inform he/her of the issue involved, and get an official time number. Prior to receipt of an official time number, no official time is authorized to the Union to investigate or prepare the grievance.

3. No later than 15 workdays after the occurrence or the Union's awareness of the occurrence, the Union will file a written grievance in accordance with the provisions outlined in section 5.6, subsection D. The grievance will be hand-delivered to the Assistant Administrator, Finance Office; the Deputy Assistant Administrator, Information Systems Management; Assistant Administrator, Procurement and Administrative Support; or Assistant Administrator, Human Resources Management, as appropriate. Management will sign and date for receipt; retain the original; give the pink and white copies to the Union; and send the yellow copy to the Labor Relations Staff in an "Addressee Only" envelope.

B. Employer-Initiated Grievances

1. If the Employer chooses to file a grievance against the Union, it must pursue the grievance within 15 workdays after the occurrence or Management's awareness of the occurrence.

2. Management will file a written grievance in accordance with the provisions outlined in section 5.6, subsection D. The grievance will be hand-delivered to the Union President or, in

his/her absence, the Union Vice President or Chief Steward. If none of these individuals are available, the grievance will be placed in the Union mailbox. The Union will sign and date for receipt on Management's copy of the grievance and will retain the original and a copy of the grievance.

C. Formal Step - Employer and Union-Initiated Grievances

There will only be one step in Employer and Union-initiated grievances, which will be the formal step. Within 7 workdays after receipt of the grievance, the receiving party will hold a meeting which will normally be attended
by the Union President/designee and one other officer or steward and by the Director/designee and a Labor Relations Specialist. Additional meetings at the formal step will be held upon mutual agreement of the parties.

Within 10 workdays after the meeting, the party who received the grievance will file a written response with the initiating party.

5.8 Observance of Time Limits

A. All time limits in section 5.6 may be extended by mutual consent. Except for the initial filing of a grievance, extensions of time will normally be provided as long as the period of extension is reasonable. Failure of the grievant or the respondent to observe the time limits of a timely initiated grievance shall cause the grievance to be elevated to the next step of the procedure; e.g., if the grievant fails to timely pursue a grievance to the formal step in accordance with the terms of this agreement, the grievant loses his/her opportunity for the formal grievance meeting. If the grievant wishes to pursue the grievance, he/she must submit the matter to arbitration within 30 days of the missed deadline. Likewise, if the respondent fails to timely respond to a grievance, the grievant may elevate the grievance to the next step of the procedure.

B. Where the Union requests information in accordance with 5 USC 7114(b)(4) at either step of the grievance process, time limits will be extended, if necessary, in order that the Union will have 3 workdays after receipt of the information to pursue the grievance. It is further agreed that the Union will initiate such factfinding as early as possible in the grievance process and that Management will be given at least 3 workdays to respond. All requests for information under 5 USC 7114(b)(4) must be presented in writing to the Labor Relations Staff.

C. It is further agreed when the Union representative who is designated to handle a grievance in accordance with the terms of this Agreement is denied release from his/her work area based on workload demands, grievance time frames will be extended by 1 full workday for each workday the Employee is denied release.

5.9 GENERAL CONDITIONS

A. The Union or the Employee must hand-deliver a grievance at each designated step to the individual who is to respond, to that

individual's assistant chief or acting chief, where one exists, to the appropriate branch secretary or to the Labor Relations Staff in that order. No other Management officials or Employees are designated to receive grievances. Failure to deliver the grievance to appropriate personnel will be considered failure to receive the grievance at that step and may result in rejection of the grievance as untimely filed. The Employer will deliver an Employer-initiated grievance to the Union President. If the Union President is not at work on that date, the grievance will be filed with either the Vice-President or the Chief Steward. If none of these individuals are available, the grievance will be placed in the Union mailbox in an envelope addressed to the appropriate Union official(s).

B. Upon receipt of a grievance or a response to a grievance, the receiving party will sign and date the original and initial and date any copies. Appropriate copy(s) will be retained by the delivering party.

C. Both parties agree the date of receipt and the date of occurrence or awareness of an occurrence do not count as the first date of response time. The date following receipt, occurrence or awareness will be considered the first date for filing a grievance or responding to a grievance.

D. If the Union representative is not at work on the date Management's response is ready, the Management official will contact the Union President or Chief Steward and provide the response to him/her. Management responses will be hand-delivered to the appropriate Union representative. Management's response at the formal step will be hand-delivered to the Union President or in his/her absence to the Union Vice President or Chief Steward. If none of these officials are available, the grievance will be placed in the Union mailbox in an envelope addressed to the appropriate Union official.

E. For purposes of this article, a Management official and his/her assistant constitute the same level of supervision. If either of these individuals responds to a grievance, the response will constitute Management's answer at that step.

5.10 EXPEDITED GRIEVANCE PROCEDURE: When the Union grieves a rating assigned an Employee/candidate by a merit promotion panel through the expedited grievance procedure, the filling of the position in question will be postponed until the agency has issued its formal written grievance decision, except that such actions will not be "stayed" when the agency is about to effect an employment freeze. Once the agency's decision has been issued in this grievance (or after 8 workdays from the filing of a timely grievance, whichever is sooner), the postponement will end. The agency will be free to fill the position, and the Union, if dissatisfied with the decision, may pursue the matter to arbitration.

Grievances filed under the expedited grievance procedure will be processed as follows:

A. The grievance must be filed in writing with the AAFO; Deputy Assistant Administrator, Information Systems Management; Assistant Administrator, Procurement and Administrative Support; or

Assistant Administrator, Human Resources Management, as appropriate, within 2 workdays from the notification to the Employee that he/she was not rated best qualified and referred to the selecting official. Upon receipt of the grievance, the filling of the position in question will be "stayed."

B. Such grievance may only be filed by the Union.

C. Upon request, the Union will be provided access to the Merit Promotion File for use in preparing the grievance. While other data requests may be submitted in accordance with 5 USC 7114 b (4), such requests will not serve to delay the processing of the expedited grievance nor to extend the stay on filling the position at issue.

D. A formal grievance meeting will be held within 3 workdays of Management's receipt of the grievance.

E. The formal grievance decision will be issued to the Union in writing within 8 workdays of the date the grievance was filed with the AAFO.

F. Upon issuance of the grievance decision, the "stay" will end; the Agency is free to take appropriate action to fill the position; and the Union, if dissatisfied with the Agency decision, may pursue the grievance to arbitration.

5.11 Modifying Remedy Requested: The remedy requested in connection with a grievance may be modified during the grievance process to address an appropriate and available remedy for the grievant should the remedy originally requested (e.g., placement in a position) no longer be available at the time of resolution.

The following comments are advisory only and do not constitute actual contract language.

5.6B Communication with employees is essential. Make every effort to explain a situation/decision which has upset the employee. Call Employee Relations at X6625 for suggestions on how to approach a situation when you anticipate adverse reaction from an employee.

5.6C1 Check 18.3B for the procedure to follow when an employee wants to meet with a union rep to discuss a personal complaint. If a union rep wants to meet with you informally to see if a grievance can be "headed off," agree to do so unless you have reason to believe the rep won't act in good faith. Call Employee Relations for advice on how to handle such a meeting.

5.6C4 Oftentimes, it is a good idea to have your supervisor sit in with you at the informal grievance meeting. Sometimes it is worthwhile to have someone from Employee Relations attend the meeting. Anticipate what will be discussed; be flexible; be a careful, empathetic listener. Don't agree to anything in the meeting. Listen to what is said and ask questions if necessary. After discussing the meeting with the Labor Relations Specialist, he or she will assist you in preparing your written response to the union.

5.6D1 Keep your supervisor and Branch Chief aware of the grievance developments. Do not let the Division Director be surprised when a formal grievance is filed. Especially be aware of the possibility that the step 2 formal grievance could be different from the 1st step informal grievance that was presented to you.

5.8B Responses to data requests are important to the Employee Relations staff as they try to sort out the facts of a grievance. If you believe the data requested is not important or will even confuse the issue, tell the staff person who sent you the request.

ARTICLE 6 - ARBITRATION

6.1 CONDITIONS FOR INVOKING ARBITRATION: Arbitration may only be invoked by the Employer or the Union within 30 calendar days after receipt of the final level written response in the grievance process. Two types of arbitration may be invoked depending on the issues involved and mutual agreement by the parties:

1. Mini-Arbitration

2. Full Arbitration

The grieving party will notify the other party of its intention to refer a matter to arbitration by giving written notice.

Within 10 calendar days of invoking full arbitration, the invoking party must submit to the opposite party an information copy of the request for a list of arbitrators mailed to Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA). Within 10 calendar days of invoking mini-arbitration, the invoking party will submit to the opposite party for signature a letter requesting the assistance of the appropriate arbitrator on the parties' mini-arbitration list.

6.2 MINI-ARBITRATION

A. Within 10 calendar days after the effective date of this Agreement, a copy of this Article shall be submitted to the FMCS and the AAA requesting assistance in obtaining lists of 15 arbitrators from each source willing to serve on a panel for mini-arbitration in accordance with the terms of this Agreement. Within 30 calendar days of the receipt of the lists from the FMCS and AAA, the parties shall meet to select arbitrators for mini-arbitration. Normally there shall be five arbitrators on this panel but more may be placed on the panel if mutually agreeable.

B. During the life of this Agreement, any arbitrator on this list may be removed from further consideration after either party files two separate written objections with the other party concerning that arbitrator's continuation on the panel or upon mutual agreement of the parties. The party removing the arbitrator will give notice to the other party and the arbitrator. Upon receipt of written notice, the parties shall meet to select a replacement arbitrator after requesting a list of 10 names each from FMCS and AAA. No further cases will be assigned to the arbitrator after a replacement has been effected but he/she will hear and decide any cases already assigned to him/her. The newly selected arbitrator will be placed on the list in the numbered position of the arbitrator replaced and take cases on a rotational basis according to that number.

C. On the mini-arbitration panel, arbitrators will be listed in alphabetical order and numbered accordingly. Cases will begin to be assigned according to number and thereafter according to rotation; i.e., the first case to number 1, the second to number 2, etc. The sixth case will be assigned to number 1, and so on.

D. To be considered for selection to the panel, arbitrators must agree to meet the conditions outlined in this Article for mini-arbitration. Where, due to circumstances beyond the control of the arbitrator and the parties, a panel arbitrator cannot hear a case within the time limits, the next arbitrator in rotation will be designated.

E. The mini-arbitration procedure is hereby adopted with respect to any grievance which involves elements on an Employee's formal performance appraisal, a written admonishment, a written reprimand, or suspension of 14 days or less or other matters mutually agreed upon by the parties. It is understood that either party may refuse to pursue a grievance through mini-arbitration in which case full arbitration will be invoked; however, this should always be the exception.

F. Conduct of the Hearing: The parties agree that the primary purpose of this mini-arbitration procedure is to provide a swift and economical method for the resolution of identified disputes. The parties agree to take positive action to see that this purpose is fulfilled; and in addition, the arbitrator shall have the authority to take steps necessary to see that the purpose is fulfilled. To this end, the following guidelines apply:

1. A single case should normally not require more than 4 hours to be heard with each party being allowed up to 2 hours to examine witnesses and make opening and closing statements. The arbitrator shall ensure that the length of the hearing is not unnecessarily extended because of irrelevant or repetitious testimony, etc. The arbitrator may also waive the time limits for good cause and sufficient reasons.

2. Either party may present "expert" witnesses to testify. The commonly-accepted definition of an expert will be used to determine whether the proposed witness can be considered an expert; i.e., one who may have no firsthand knowledge of the case filed but who has special skill, training, or experience in a particular field, and without whose technical assistance the arbitrator may be unable to understand the relationship between the facts and the conclusions to be drawn from those facts. The arbitrator will determine whether a proposed witness may testify as an expert.

3. The hearing shall be informal.

4. No briefs shall be filed.

5. Transcripts may be made at the option of either party and maintained by that party.

6. There shall be no formal evidence rules.

7. The arbitrator shall have the obligation of assuring that the necessary facts and considerations are brought before him/her by the representatives of the parties in the most expeditious manner. In all respects, he/she shall assure the hearing is a fair one.

8. If the parties conclude at the hearing that the issues involved are of such complexity or significance as to require further consideration by the parties, the case shall be referred to Full Arbitration. It shall be processed as though appealed on such date.

9. The arbitrator will be required to issue a decision within 48 hours after conclusion of the hearing. This decision shall be based on the record developed by the parties before and at the hearing and shall include a brief written explanation of the decision and shall reference appropriate court, FLRA, or other authoritative bases for the decision.

G. Fees to Arbitrator for Services and Expenses

1. The arbitrator shall be paid on the basis of per hearing day, plus reasonable study time. Study time shall include the arbitrator's written decision on the cases heard. A normal hearing day shall be from 9:30 a.m. to 12:30 p.m. and 1:30 p.m. to 4:30 p.m. and be held on the Employer's premises.

2. Fee Schedule for Hearings and Study Time

a. $150 per half-day of hearing if one or two cases are heard.

b. $200 per day of hearing if one or two cases are heard.

c. $250 per day if three or four cases are heard.

d. $35 per hour for study time, if involved.

3. Expenses

a. Travel expenses shall be paid when the hearing is scheduled away from the arbitrator's normal place of doing business. Car expenses will be paid at the current authorized rate.

b. If overnight stay is required, the arbitrator will be paid for lodging and meals.

4. Cancellation Fees

a. If an arbitrator accepts an assignment to conduct hearings and hearings are cancelled by the parties and they notify the arbitrator at least 48 hours prior to the scheduled beginning of the hearings, the arbitrator will be paid $50. If the hearings are cancelled within 48 hours prior to hearing time, and the arbitrator is so notified, or if the arbitrator appears at the hearing, and the cases are settled or cancelled by the parties without a hearing, he/she shall be paid $100 plus any travel and lodging expenses incurred.

5. Billing and Payment: The arbitrator shall bill the losing party for the full fee and expenses. Prior to the hearing, the parties will give the arbitrator the name, position, and address of their designated local representatives to whom the arbitrator will forward billings and decisions. It will be the arbitrator's responsibility to make sure that he/she has such information prior to the close of the hearings.

6. If the arbitrator's decision is overturned by the Authority or the Courts, the new losing party will reimburse the payee.

6.3 FULL ARBITRATION

A. The party invoking arbitration will request the FMCS and the AAA each to furnish the parties a list of five (5) 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 ten (10) working days after receipt of the list, upon one of the listed arbitrators. If they cannot agree, they will each strike one name from the list and shall repeat the procedure. The remaining individual shall be the duly selected arbitrator. The arbitrator's decision shall be binding on the parties, unless either party files exception to an award in accordance with regulations prescribed by the Federal Labor Relations Authority.

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

C. The arbitrator's fee and expenses of the arbitration, if any, shall be borne by the losing party. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic work week. 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.

If the arbitrator's decision is overturned by the Authority or the courts, the payee will be reimbursed by the new losing party.

6.4 USE OF OFFICIAL TIME: The aggrieved Employee, and a reasonable number of necessary Employee witnesses, shall be permitted to participate in the hearing on official time. The names of all Employees who will appear as witnesses must be provided to the Labor Relations Staff no later than 48 hours in advance of the hearing so the Employees' immediate supervisors can be notified. Union and Management will have equal numbers of representatives and observers at the hearing.

The following comments are advisory only and do not constitute actual contract language.

6.2 Mini-arbitration was agreed upon in the 1988 LMR contract and was never used.

ARTICLE 7 - BASIC WORKWEEK AND ALTERNATIVE WORK SCHEDULES

7.1 BASIC WORKWEEK. The basic workweek of full-time Employees shall be scheduled on 5 days, which will normally be Monday through Friday, and the 2 days off will be consecutive unless the Employee voluntarily waives this right on an individual occurrence, or unless appropriate negotiations have occurred or a clearly overriding exigency exists.

7.2 DEFINITIONS.

A. Flexitime. A system of work scheduling which splits the workday into two distinct kinds of time - core time and flexible time. The two requirements under any flexitime schedule are: (a) the Employee must be at work during core time, and (b) the Employee must account for the total number of hours he/she is scheduled to work each day.

B. Customer service band. All units which service the field, the National Office, or the Finance Office must maintain a reasonable operational capability between this time.

C. Core time. That period of time during which all Employees must be present.

D. Core Time Deviation (CTD). CTD is an absence, requested by an Employee, and specifically authorized in advance by the supervisor, during core time which must be made up within the same day during flexible time in lieu of charge to any type of leave. Supervisory approval of CTD requests must be fair and equitable. Form FmHA 2051-1, Application for Change in Tour of Duty, will be used for this purpose.

E. Flexible time. That portion of the workday during which the Employee has the option to select starting and quitting times within the limits established by this Agreement.

F. Working hours. Those time periods of the day during which each Employee will complete the designated number of hours for his/her workday. Working hours consist of the core time band(s) and the flexible time bands.

7.3 REST PERIODS.

A. Two paid rest periods (breaks) of 15 minutes each will be provided to Employees for the purpose of procuring and partaking of refreshments and personal comforts:

Day shift:	10 a.m. and 1:45 p.m.
Evening shift:	between 6:30 and 10:30 p.m.
Night shift:	between 12:30 and 4:30 a.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 or bank credit hours worked, and

2. For Employees working 2 or more hours of overtime or bank credit hours immediately following regular duty, an additional rest period at the end of the normal workday.

On an experimental basis, unit employees will be permitted to leave the premises on break times. Employees will be expected to return to their duty stations timely. Employees will be advised in writing prior to the beginning of this experiment that should they leave the premises, they may not be covered by the Office of Workers' Compensation Programs (OWCP) in the event of an accident.

If any unit employee files a claim for OWCP benefits for an injury or illness which occurred or allegedly occurred off the premises during break time, management may at its sole discretion revoke the above provision and immediately return to the previous practice of prohibiting unit employees from leaving the premises on their breaks.

B. Individual Employees may have their rest breaks staggered, on a fair and equitable basis at Management's discretion, in those units requiring operational coverage of specific functions during lunch and breaks.

C. These requirements will not be used to interfere with the Union's right to distribute material or hold meetings in accordance with article 19.

7.4 ALTERNATIVE WORK SCHEDULES (AWS). The parties agree alternative work schedules will be utilized for bargaining unit Employees in all work units on all shifts. If, during the course of this Agreement, the organizations listed below obtain the capability of establishing a wider variety of choices, greater flexibility will be allowed to employees. If their capabilities are minimized, changes will be subject to appropriate negotiations with the Union. Specific restrictions on alternative work schedules occurring after the Agreement is approved will be negotiated as appropriate in accordance with law and existing Government-wide regulations.

The organizations to be excluded/limited under this Agreement are detailed in 7.4.C below.

A. Flexible work schedules (FWS). There is one FWS available to bargaining unit Employees in accordance with this Agreement.

1. 9-day pay period (5-4-9 Plan). Under this plan a full-time Employee compresses the basic pay period work requirement into eight 9-hour days and one 8-hour day.

2. Constraints applicable to FWS.

a. Employee participation is voluntary in offices authorized to use FWS.

b. Each organizational unit must be able to perform each of its work functions on every working day. If one Employee

normally performs all work related to one function (such as one individual who specializes in a function, or one secretary who, without other clerical assistance, supports the entire unit), that Employee may be denied participation in FWS.
Denials to bargaining unit employees of participation in FWS under this paragraph are subject to the grievance procedure.

c. Employee days off will be scheduled at the discretion of the Employee with the supervisor's approval. In instances where the Employee's selection would conflict with the operational capabilities of the unit as defined in 2(b) above, selection of the scheduled day off will be determined among Employees according to the criteria in section 7.10.

d. Employees choosing FWS may also exercise the full flexitime model outlined below, as appropriate.

e. Supervisors have the authority to take an employee off FWS if the Employee is consistently tardy and cannot make it to work by the latest starting time on FWS, after being warned first orally and then in writing about the need to reduce tardiness or be removed from FWS. An employee who is taken off FWS for this reason will be allowed to return to FWS at any time the employee has gone for five consecutive pay periods without being tardy. If the employee returns to FWS, but the tardiness problem recurs, the employee must receive a new oral counseling and written warning prior to being removed from FWS again.

B. The St. Louis Flexitime Model. This Agreement recognizes the current practice of three shift operations in the Computer Resources Branch and one daytime shift in all other organizational units. The following diagrams describe flexitime as it will operate in the St. Louis offices:

1. Day shift operations:

Working Hours:	6:00 a.m. - 6:00 p.m.
Core Time:	9:30 a.m. - 2:30 p.m.
Customer Service Band:	8:00 a.m. - 4:30 p.m.
Lunch:	30 minutes between 11:00 a.m. and 1 p.m.
A.M. Flexitime:	6:00 a.m. - 9:30 a.m.
P.M. Flexitime:	2:30 p.m. - 6:00 p.m.

2. Three-shift operations - CRB

Working Hours:	
Day shift:	7:00 a.m. - 3:30 p.m.
Evening shift:	3:00 p.m. - 11:30 p.m.
Night shift:	11:00 p.m. - 7:30 a.m.

It is understood that the Agency is not obligated to extend the hours that air/heat are provided.

C. Limitations on AWS and FWS

Property Supply Management Staff
  Personal Property Management Branch
    Unit Call-In Service
      Full flex and FWS will not be allowed. A fixed shift of 8:00A - 4:30P is required.
    Mail Processing Section
      Full flex is not allowed for two mail clerks who are required to work 8:00A - 4:30P on a rotating basis.

Operations Division
  Computer Resources Branch
    Computer Scheduling and Operations Section
      Full flex and FWS will not be allowed.
      Shift schedules as follows:
      Mon. through Fri. 7:00A - 3:30P
      Mon. through Fri. 3:00P - 11:30P
      Mon. through Fri. 11:00P - 7:30A
      The only variation allowed will be on the day shift. Two employees will be required to report to work at 5:30A on each Mon. morning and each workday following a holiday or other instances where the branch has been shut down during the normal work week. All of the above-mentioned employees are expected to normally begin their tour of duty at their designated shift starting time. On an occasional basis, not to exceed twice a pay period, these employees will be permitted a 30-minute period of flexibility on either side of their designated shift starting time. Supervisors may approve additional "flex" days in a pay period for personal hardship reasons of a short-term nature involving such things as child care or transportation problems. If the supervisor determines additional "flex" days are not justified, based on the above criteria, the employee must request leave for any absence following his/her shift starting time. Employees not affected by shift operations will have full flexibility in accordance with this section.
    Data Control and Input Section
      Full flex and FWS will not be allowed. Latest starting time is 8:30A.
  Cash Management Branch
    County Office Section
      FWS will not be allowed.
    Remittance Research and Monitoring Section
      Accounting Techs. and Lock Box Desk
        FWS will not be allowed.
      Mail Clerk & Accounting Clerk
        Full flex and FWS will not be allowed, but may flex 1/2 hour on either side of 7:30A - 4:00P

ADP Security Staff
  An employee must be available at 7:00A and until 5:00P to answer telephone requests from the National Office, Finance Office, State and County ADP users. The employee assigned to work with ATB on ADP training may be required to adjust

his or her work hours in order to monitor and evaluate courses conducted by contractors.

Automation Training Branch

The Training Center Coordinator must be available as needed to work until 5:30P to support the National Office arranged training via a contractor. A professional employee per team must be available as needed before and after class to support ATB-arranged training via a contractor. Professional employees themselves must be available as needed to work the hours scheduled for the class.

Telecommunications Staff

An employee must be available at 6:00A and until 5:00P to respond to requests from the National Office, Finance Office, State and County offices experiencing technical difficulties.

Centralized Help Desk

An employee per team must be available at 7:00A and until 5:00P to answer telephone requests from State and County ADPS and ADP users. Employees assigned to support training must be available before or after class hours as needed by the contractor conducting the instruction.

7.5 FULL FLEXITIME. For day shift operations outlined in 7.4B above, full flexitime will be in effect for bargaining unit Employees as follows: the Employee may start and quit work each day at any time during the flexible time bands. Employees may sign in at the exact minute. The existing practice by Management in establishing lunch periods will continue. Each component will designate an official clock for sign in/out purposes.

An employee eligible to work flextime is not tardy unless the employee reports to work too late to complete the employee's normal 8 or 9 hour work schedule prior to the close of the office. If an employee who reports to work within the acceptable flextime range does not want to work the normal 8 or 9 hour day, the employee should request leave for the end of the day, not the beginning of the day.

7.6 CREDIT HOURS. The Agency will implement a credit hour system as detailed below.

Employees earn credit hours by working beyond their normal eight hour tour of duty (nine hour tour of duty if they are also on 5/4/9). Then, employees may use the hours just like annual leave. Credit hours may not subsequently be converted to overtime pay. An employee may carry over a maximum of 24 credit hours at the end of any pay period. There is no time limit for using credit hours. An employee may keep them for years (however, should an employee leave FmHA St. Louis s/he should use the hours before his/her last day of service or the hours will be paid in a lump sum at the employee's regular hourly rate of pay).

If an employee wishes to earn credit hours, s/he must complete a copy of Form FmHA 300-62, Request to Earn Credit Hours (copy is attached at back of article), and submit it to his/her supervisor by noon on the day on which the employee wants to earn some credit hours. Supervisors

will approve the request if there is appropriate work available and if all other requirements of this article are met.

An employee must normally work at least 1/2 hour beyond his/her tour of duty and earn a minimum of 1/2 hour of credit hours. An employee may earn as much as two full hours of credit hours per day. Between the 1/2 hour minimum and the 2 hour maximum, an employee may earn credit hours in 15 minute or 1/4 hour increments. Employees who are scheduled to work a nine hour day can only earn a maximum of 1 credit hour, since no employee may normally work more than 10 hours total in a day in whatever combination of regular hours, overtime, and/or credit hours.

An employee may not earn credit hours on the same day that s/he uses credit hours or leave. An employee must earn the credit hours within the regular work day. Normally, the Agency will not approve credit hour work beyond 6:00 p.m. or on Saturdays, Sundays, holidays, or CDO's.

Once an employee has earned some credit hours, they may use the credit hours in quarter hour increments just like annual leave by submitting a leave request form (SF-71) to the supervisor. Employees should check the "other" block on the SF-71 and write in "credit hours."

Part-time employees may also earn credit hours by working extra hours beyond their normal tour of duty. The maximum carryover for part-time employees is 1/4 of the hours in their normal pay period. For example, a part-time employee who works 32 hours per week (64 hours per pay period) would carryover a maximum of 16 credit hours (rather than the 24 which full time employees may carryover).

For approval purposes, credit hours are treated just like annual leave.

Employees may also use credit hours in lieu of sick leave, but employees on formal leave restriction letters which require documentation for use of sick leave would still need to submit proper documentation.

Requests to use credit hours have the same priority as annual leave. In the event of conflicts over a day off, it doesn't matter whether annual leave or credit hours have been requested. The normal procedure for determining who gets the day off would be used.

7.7 SHIFT OPERATIONS. The Employer shall establish shift operations as necessary for efficient operations and accomplishment of assigned missions, in accordance with the following guidelines:

A. All reasonable efforts will be undertaken to accomplish the necessary tasks within the existing work schedules and tours of duty established by this Agreement, and supplemented by use of overtime, in accordance with this Agreement. Tours of duty shall not be established or modified for the sole purpose of avoiding the payment of holiday, premium, or overtime pay.

B. Where it is necessary to operate more than one shift and sufficient volunteers are not obtained who meet the qualifications and expertise criteria on each shift, such Employees will be mandatorily assigned to shifts in accordance with paragraph F of this section.

C. Bargaining unit Employees selected from outside the Finance Office, ISM, PAS, and HRM to fill vacancies will be hired to a specific vacancy on a specific shift and may not exercise shift preference rights for a period of 90 calendar days. This limitation does not prohibit Management from assigning work as appropriate.

D. Employees who are not assigned to their first choice of shifts under the criteria of paragraph F of this section, will be assigned to their second or subsequent choice of shifts based upon application of the same criteria.

E. A temporary change of shift may be instituted by the Employer for particular individuals in order to provide training on specific functions or to accommodate an emergency need. The Employer will honor Union requests for temporary changes of shifts for Union representatives to receive Union-sponsored training in accordance with article 9.

F. Assignment to Shifts. Where restrictions or conflicts in Employee's scheduling choices result from the application of the above sections, Employees will first attempt to resolve conflicts among themselves. Failing that, qualified Employees at a particular grade level or performing a certain type of work will be given preference in their choices based on the following criteria in priority order:

1. Health-related reasons (medical certification must be provided).

2. Employees who have sole responsibility for the care of preteenage children, or other dependents, during the hours/days in question.

3. Transportation problems, especially problems arising from dependence on public transportation.

4. Other individual "hardship" cases will be considered on a case-by-case, fair and equitable basis.

In all cases where personal hardship as outlined in 1 through 4 is the basis for providing preference on a particular schedule, the Employee will be required to provide adequate written justification/documentation for his/her request. Falsification of documentation may result in disciplinary action.

It is understood and agreed that employees shall make every reasonable attempt to personally resolve hardship situations prior to requesting exclusion.

5. Most recent USDA seniority shall govern in resolving conflicts not covered by 1 through 4, or where necessary, in breaking "ties" within categories 1 through 4.

6. Except as specifically provided in article 35, section 5D, this criteria becomes operable only in situations where Management determines to fill a vacancy on an existing shift through selection of a qualified Employee at the same grade level from another

existing shift or when Management establishes new shifts. When vacancies of this type do occur, priority consideration will be given to Employees with documented hardship problems.

7.8 EMPLOYEE OPTIONS. Employees may request a change in the established tour of duty subject to approval by the supervisor. Employees will submit the Form FmHA 2051-1, Application for Change in Tour of Duty. Any conflicts in scheduling changes in a tour of duty will be resolved in accordance with 7.10. Employees who are in training status, whether OJT or classroom training, will need to adjust their normal schedules to be able to participate fully in the training. The Agency will try to schedule training within the Agency's control to minimize the reduction in options available to employees in training status.

7.9 TRAVEL, TRAINING, JURY DUTY.

A. When an Employee travels away from the permanent duty station, the Employee may remain on his/her same compressed work schedule, provided the Employee's compressed day off does not occur during the period of travel.

B. An Employee may remain on his/her compressed work schedule while in a training status provided his/her compressed day off (CDO) does not occur during the period of training.

C. When an Employee is called for jury duty, the Employee may remain on his/her compressed work schedule provided his/her CDO does not occur during the period of jury duty. However, if jury duty extends to include the CDO, or if the employee fails to change his/her CDO, he/she is entitled to payment for the jury services for that day.

7.10 RESOLVING CONFLICTS. Where restrictions or conflicts in Employee scheduling choices result, Employees will first attempt to resolve conflicts among themselves. Failing that, the most recent USDA seniority shall govern in resolving conflicts. However, once an employee has selected a compressed day off, that employee may not use the advantage of seniority to bump another employee from his/her established compressed day.

Individual hardships of a compelling nature will be considered on a case-by-case basis in a fair and equitable manner. All hardship cases must be submitted in writing to the immediate supervisor. Falsification of documentation may result in disciplinary action.

The following comments are advisory only and do not constitute actual contract language.

7.3 Prior to the issuance of Finance Office AN 93-057, some third floor employees were not permitted to leave their floor. Effective with the AN dated May 13, 1993, employees will be permitted to make quick and infrequent trips to get coffee, buy items at the snack stand, or participate in the Employees' Organization bake sales during work hours. It is important, however, that no employee abuse this privilege. Employees should not be away from their work stations for long and frequent periods such as going to the cafeteria for breakfast after signing in for work in the morning.

7.3A The afternoon break is now fixed at 1:45 p.m., even for those employees who eat lunch between 12:30 and 1:00 p.m. This was done to accommodate the early starters and because the cafeteria now closes at 2:00 p.m.

You can now set breaks for the evening and night shifts between 6:30 and 10:30 p.m. and between 12:30 and 4:30 a.m.

7.3A1 Employees who work a continuous 4-hour segment of overtime or credit hours can have a 15-minute break during this 4-hour segment. Employees who work 2 or more hours of overtime or credit hours immediately following their regular tour of duty can have a 15-minute break at the end of their normal workday.

7.3A2 Bargaining unit employees can now leave the premises during their breaks. They are expected to return to work on time. They have been notified in writing that this is an experiment at this time and can be revoked at any time. They were also notified that they may not be covered by OWCP if they are injured while off the premises during breaks.

7.4A The terminology for Compressed Work Schedules has changed. We have been informed by the National Office that what we have is really a Flexible Work Schedule (FWS) rather than a Compressed Work Schedule (CWS). This change had to be made in order to legally allow employees on FWS to also work credit hours. Only the name has changed, nothing else.

If an employee wishes to go on or off the 5-4-9 flexible work schedule, he/she must request, and have approval for, such a change no later than the pay period before the change is to be effective.

Requests for 1-day changes to an employee's compressed day off (CDO) or 8-hour day may continue to be made at any time during the pay period; however, the change must be made before the CDO or 8-hour day has been taken. It cannot be changed after the fact.

7.4A2e You can now take an employee off FWS if the employee is consistently tardy and cannot make it to work by the latest starting time (8:30 a.m.). In order to do this, you must first orally warn the employee. After the next instance of tardiness, you should give the

employee a written warning. After the next instance of tardiness, you can take the employee off FWS.

The employee can go back on FWS only after going 5 consecutive pay periods without being tardy. If the employee returns to FWS but the tardiness problem recurs, you must go through the steps outlined above before again taking the employee off FWS.

7.4B The hours of work for FmHA St. Louis have changed. They are now 6:00 a.m. to 6:00 p.m. This changes the Core Time to between 9:30 a.m. and 2:30 p.m. The Flexible time band in the morning is 6:00 to 9:30 a.m. and in the afternoon it is 2:30 to 6:00 p.m.

Declared starting times have been eliminated. For purposes of requiring a normal starting time, an average of the employee's starting times for the prior month as shown on the sign-in sheets will be used.

The Union agreed that Management is not obligated to extend the hours that air conditioning and/or heat are provided. The air conditioning and heat will continue to shut down at 5:00 p.m.

7.4C Data Control and Input Section will be allowed full flex but not FWS. Latest start time will be 9:30 a.m.

County Office Section Reconcilers will continue to have the FWS option.

This was brought to our attention after the contract was printed, so it is different from what is stated in the contract.

7.5 Employees are now allowed to sign in and out at the exact minute rather than at the next 5-minute interval. Each work unit must designate an official clock, preferably one that is close to the sign in/out book, which the employees must use to sign in and out.

An employee should not be considered tardy unless he arrives at work after 8:30 a.m. if he is on an FWS, or after 9:30 a.m. if he works an 8-hour day. If he reports to work within the flexible time band (6:00 to 8:30 or 9:30), he is not tardy and is expected to work his regular 8 or 9 hour day. If for some reason he can't or doesn't want to work that late, he should request Annual Leave or Leave Without Pay for the end of the day.

The supervisor has a few different options to deal with situations when an employee reports to work 5 or 10 minutes after the latest starting time:

a) the supervisor can excuse the time (see 9.6); b) the employee can request 15 minutes of leave (the minimum possible) to cover the 5 or 10 minute period, and then not start work until 8:45 or 9:45 a.m.; or c) the employee can begin to work immediately and leave work in the afternoon a little early. An example of this would be: the employee is on an FWS so his latest starting time is 8:30 a.m. He arrives at work at 8:35 a.m. and begins working immediately. He could request 15 minutes of leave and then leave work at 5:50 p.m. that day.

Example: An employee works an 8-hour day and usually starts work at 7:00 a.m. One day, for whatever reason, he doesn't get to work until

8:30 a.m. He is not tardy, he just should work until 5:00 p.m. But he can't work that late this day because he has to pick up his child by 4:00 p.m. He wants to leave at 3:30 p.m. He should then request l 1/2 hours of Annual Leave for 3:30 to 5:00 p.m.

Example: An employee works an 8-hour day and one day doesn't get to work until 10:00 a.m. He is 1/2 hour tardy so he must take 1/2 hour of leave from 9:30 to 10:00 a.m. and then work until 6:00 p.m. If he doesn't want to or can't work until 6:00 p.m., he should request leave from whatever time he wants to leave to 6:00 p.m.

Example: The same employee tells his supervisor that the reason he was 1/2 hour late was because someone had slashed one of the tires on his car and he had to change it. The supervisor has no reason to doubt this story and wants to excuse the 1/2 hour. Because the employee was actually tardy and arrived after the latest starting time for him, the supervisor can use his authority to excuse the 1/2 hour if he wishes, but is under no obligation to do so.

Example: One morning we wake up to a few inches of snow. Several employees are late getting to work and request administrative leave. For this example, it doesn't matter if the employees got to work before or after 8:30 or 9:30 a.m. They got to work later than they normally do and have requested administrative leave. In the case of a wider problem involving more than one employee, we want to assure office-wide uniformity. In these multiple employee situations, the decision on whether or not to grant administrative leave will be made on an office-wide basis and will be disseminated to each supervisor by the Division Director. With the later office hours, however, we do not expect there will be many days where it will be necessary to grant administrative leave for late arrivals.

7.6 Credit hours can be used just like Annual Leave. The employee must give you an SF-71 to use them and you should approve/disapprove them just as you would Annual Leave. Taking credit hours is subject to workload considerations just like Annual Leave. Just be sure to watch that the employee doesn't have more than 24 credit hours in a pay period if you can't let him have the time off.

The 1/2 hour minimum of credit hours earned is a requirement each time credit hours are worked, not just the first time. The only time an employee will earn credit hours in increments of 15 minutes is following the 1/2 hour minimum for the day each time credit hours are worked.

Employees in some organizations might be able to turn this into a 4/10 work schedule. If you can accommodate this without any impact on your work unit, go ahead and let the employee do it. However, if you can't afford to have one or more employees off one day a week, then you should not approve the time off. Since an employee cannot carry over more than 24 credit hours from pay period to pay period, once the employee has built up 24 credit hours you cannot allow him to work any more credit hours until you are at a point that you will be able to let him take time off.

Credit hours have no effect on official time for Union officials. If a Union official works credit hours one month, this does not increase the

amount of official time to which he is entitled. On the other hand, if the Union
official uses credit hours, this does not reduce the amount of official time available. Credit hours have no impact on official time whatsoever. The monthly allotments are based upon the normal work hours available in the month.

Two changes are outlined in the memorandum of agreement signed on 6/13/94 by the Union and 6/20/94 by management.

1. The requirement that employees must request to work credit hours by noon of the day they want to work them has been changed.

--If the supervisor is at work for the whole day, employees must submit their requests to work credit hours before the supervisor leaves for the day. It is the employees' responsibility to make sure they get their requests in prior to the supervisor leaving for the day.

--If the supervisor is gone for the whole day, the normal procedures apply for requesting to work credit hours. Employees should still go to whomever they normally go to get approval.

--If the supervisor is at work for any part of the day but leaves early, the following will apply:

A. If the supervisor leaves before 12 noon, and the employee hasn't yet submitted a request, the normal procedures apply for getting approval to work credit hours from the authorized alternate person.

B. If the supervisor leaves at 12 noon or after, the employee will not be able to work credit hours that d y if she or he didn't get approval before the supervisor left.

2. When combining regular duty with training and credit hours, the employee must actually work his or her regular tour of duty (i.e., either 8 or 9 hours, minus any time needed to travel from the worksite to the training facility) before credit hours begin. The employee cannot claim that the actual class time (e.g., 6 hours) should count as 8 hours duty time and therefore get credit hours
for anything after the 6 hours.

What is meant by "appropriate" work for purposes of working credit hours?

Appropriate work means there is real work to be performed which needs to be performed and which can be performed at one time just as well as another.

Credit hours are a form of an Alternative Work Schedule. They are used primarily to create more flexible working hours. Credit hours may be approved in situations where overtime would not be authorized.

For employees who do the same type of work all the time, "appropriate" work is the same as "any" work. If an employee who works cases wants to work credit hours, it should be approved, provided the normal work is available during the hours the employee wants to work.

Employees who do a wide variety of functions, such as a staff employee, would almost always have some work available, but management retains the right to assign the specific work loads. If such an employee requested to work credit hours, the supervisor could ask what they planned to work on. If the type of work the employee planned to do was not the top priority at that point in time, the supervisor could approve the credit hours, subject to the employee working on the high priority workload.

It should be very rare to deny a request to work credit hours based upon lack of "appropriate work." However, it may be common to approve credit hours and require that those hours be used on high priority workloads.

If there truly is no "appropriate work" available, and approving credit hours would mean an employee was doing little more than putting in time or filing procedures or some other type of "make work" or extremely low priority work, then the request should be denied.

For example, let's say you have a clerk typist. If there is a typing backlog and the typist wants to work credit hours, then there is clearly appropriate work available. If, however, the clerk typist wants to work an extra hour at the end of the day and there is no typing work available and all the typist would do is "cover" the phones, which probably won't ring anyway and which could be answered by someone else if they did ring, then this is not appropriate work.

7.8 Declared starting times have been eliminated. Employees can start work at any time between 6:00 and 8:30 or 9:30 a.m. However, if you find that you need employees at work at a certain time to cover phones, for example, you can require employees to be at work during those times that you need coverage. If no one volunteers, you can assign an employee to certain hours. If this becomes a problem, you might consider rotating the particular duty among other employees so one employee doesn't get "stuck" working those hours all the time.

7.10 Once an employee selects a compressed day off (CDO), he may not use the advantage of seniority to bump another employee from his established CDO.

Example: Employee A has been with FmHA for 10 years and decides to go on a flexible work schedule. He selects the second Friday of the pay period as his CDO. Employee B has been with FmHA for 2 years and has had the second Friday of the pay period as his CDO for the last year. The supervisor can only let one of his employees off on that second Friday of the pay period. Employee A cannot use his seniority to bump Employee B from his established CDO. Employee A must select another CDO.

Article 8 - OVERTIME

8.1 OVERTIME: For the purpose of this Agreement, overtime consists of two (2) distinct types: Scheduled Overtime, and Irregular or Occasional Overtime. Scheduled Overtime is overtime scheduled by Management prior to the beginning of the administrative workweek in which it occurs. Irregular or Occasional Overtime is overtime work determined by Management as necessary which was not scheduled prior to the beginning of the administrative workweek in which it occurs. In all cases where the overtime requirement is known one (1) week in advance, scheduled overtime will be used. Except in cases of emergencies as determined by Management, Employees will be informed of irregular overtime requirements no later than noon (or lunch break in the case of the night shifts) on the second workday prior to the overtime.

Overtime shall be limited to the minimum amount necessary for efficient office operation. The Employer shall, to the extent possible, schedule such work for at least 4 hours for those days outside the basic workweek. Mandatory overtime will not normally be ordered until all reasonable efforts consistent with the efficient and timely accomplishment of the office's mission have been considered and, if feasible, implemented to accomplish the work requirements with regular time and voluntary overtime.

Hours will be established based on the nature and availability of the work being performed, the availability of equipment (e.g., ADP terminals), and supervisory coverage, when determined necessary by Management. Except in the case of operations requiring around-the-clock coverage, e.g., Computer Resources Branch, Employees working overtime on a weekend day shift will be permitted some flexibility in arrival/departure times. Such Employees will have the opportunity to arrive and begin work at least as early as 6:30 a.m., and to work at least as late as 3:30 p.m., except in those instances where the nature/availability of the work or equipment necessitates a different work schedule. Employees may sign in and out at any time and will be paid for the amount of overtime (plus normal break time) actually worked up to the maximum number of hours approved by Management.

8.2 SOLICITING OVERTIME: Volunteers for overtime will be solicited in accordance with equitable distribution from among all qualified Employees in a work unit.

A. Employees will be offered overtime in order of most recent USDA seniority. All qualified Employees not on scheduled vacation will be offered voluntary overtime prior to repeating a solicitation for additional overtime.

B. Management will determine what qualifications must be met in order for an Employee to be eligible for a particular overtime opportunity. In making such determinations, consideration may be given to such factors as an assessment of the Employee's current performance on tasks subject to overtime, as well as currency of the Employee's experience and the project nature of a specific type of work.

1. Less than fully successful performance for an otherwise qualified Employee may be a basis for disqualifying an

Employee for overtime when the Employee has been counseled regarding the performance deficiency, the performance continues to be less than fully successful at the time the overtime opportunity occurs, and the tasks being performed on overtime are those which the Employee is performing at the less than fully successful level.

2. To the extent feasible, project assignments for which substantial overtime may be required will be distributed among qualified Employees on a fair and equitable basis.

C. Where overtime is solicited for the weekend, Employees will be offered overtime for Saturday, Sunday, or both. However, it will be the responsibility of the Employee who volunteers to work Sunday only to contact the supervisor during working hours Saturday to determine if the overtime on Sunday will be required.

D. Overtime will not be provided as a reward or punishment to any Employee and favoritism will not enter into its assignment.

Leave usage will not normally be a factor in the assignment of voluntary overtime unless the Employee has received written warning about excessive leave usage or leave abuse. Employees who on several occasions volunteer for overtime and request unscheduled leave the week of or the week after overtime is worked may be required to furnish documentation in accordance with article 9, and appropriate action will be taken in accordance with provisions of article 9.

8.3 ATTENDANCE REQUIREMENTS FOR VOLUNTARY OVERTIME: Employees who volunteer to work overtime will be expected to show up and work. If circumstances require an Employee to be absent from voluntary overtime, he/she must inform the supervisor/designee as far as possible in advance so that another Employee can be offered the voluntary overtime opportunity. In any case, he/she must inform the supervisor/designee within 2 hours of the beginning of the overtime.

8.4 ORDERED OVERTIME: Within the confines of this Agreement, assignment of overtime is a Management function. Employees may be required to perform a reasonable amount of mandatory overtime which normally will not exceed 10 hours within an administrative workweek except in case of emergencies or at the Employee's option. When overtime is mandatory, the Employer shall direct the Employees concerned to perform their duties as necessary, in accordance with this Agreement. Employees who are not excused but fail to work ordered overtime will be subject to disciplinary action.

To the extent possible, overtime shall be on a voluntary basis and Employees who do not desire to work overtime shall not be required to do so if qualified volunteers as defined in section 8.2, are available. Prior to requiring Employees to work mandatory overtime, the following procedures will be followed to solicit qualified volunteers:

1. Volunteers will be solicited in accordance with equitable distribution from among qualified Employees in the work unit as outlined in section 8.2. When Employees are solicited to volunteer for mandatory/ordered overtime, in accordance with these procedures, the Employee will be specifically informed that this is a mandatory overtime opportunity.

2. Employees desiring to work voluntary overtime in units other than their own will complete Form FmHA 300-40, Employee Request for Overtime, (Appendix E), and provide it to each appropriate supervisor. The supervisor will have at least 30 days from receipt to review and determine eligibility before notifying the Employee of ineligibility or considering the Employee for such overtime. Eligible Employees will receive a copy of the applicable performance standards upon notification of eligibility. An annual notice to all Employees will be issued to remind them of the need to reapply for overtime consideration each year. It is understood that qualified Employees will be considered for such overtime on a calendar year basis only.

If Management determines that the Employee is qualified, he/she will be contacted if sufficient volunteers are not available within the unit and prior to assignment of mandatory overtime. Any determination by Management that a volunteer is not qualified will be communicated to the Employee. If a volunteer from another unit declines on two (2) occasions with a year to work requested overtime or fails to report for agreed upon overtime without appropriate reasonable justification, he/she will be removed from consideration for the remainder of the calendar year.

Employees from outside the work unit who fail to maintain acceptable production and quality requirements in accordance with established performance standards during overtime hours will be removed from consideration. Employees who are eliminated from consideration for this reason will be informed of acceptable production requirements and their failure to meet these standards.

3. If not enough qualified volunteers are obtained to meet the overtime requirement, Management may order the required number of additional qualified Employees to work mandatory overtime. Mandatory overtime will be distributed fairly and equitably among qualified Employees in inverse seniority based on most recent USDA service.

4. Once an Employee volunteers to work overtime, he/she is required to report and work the entire period for which he/she volunteered unless he/she provides adequate explanation/justification for not working to his/her supervisor. In other words, once an Employee has volunteered or has been ordered to work, the overtime occasion is considered like any other scheduled workday. If the Employee cannot report or cannot work all the hours for which he was scheduled, he must comply with established procedures for requesting approval from his/her supervisor for not reporting or not working the entire period scheduled. Failure to report or to work the hours scheduled for an overtime occasion (whether the Employee originally volunteered to work or was ordered to work) without adequate justification/explanation or without complying with call-in procedures for requesting release may subject the Employee to disciplinary action.

8.5 EXCEPTIONS TO ORDERED OVERTIME:

A. Except in emergencies, an Employee will be excused from overtime upon presentation of reasonable hardship justification to the person authorized to approve overtime. Such requests must be made in

writing at least 2 workdays prior to the ordered overtime, unless appropriate mitigating circumstances exist which make it impossible to present the request at that time. Appropriate documentation may be required by the supervisor to support this request.

B. An Employee will not be called for overtime when he/she is on scheduled vacation of one week or more unless an emergency exists or the Employee volunteers for such overtime.

8.6 CALL BACK OVERTIME: If an Employee is called back to work, any unscheduled overtime he/she performs will be considered to be at least two (2) hours in duration for overtime pay purposes in accordance with laws and regulations.

8.7 COMPENSATORY TIME: Employees exempt under FLSA may request compensatory time in lieu of overtime pay when they perform irregular or occasional overtime work subject to supervisory approval and based on workload and budgetary considerations. Exempt Employees who are paid more than the maximum scheduled rate outlined in laws and regulations may be required to take compensatory time in lieu of overtime pay.

Employees who receive compensatory time must use such time by the end of the leave year following the year in which it was earned unless the work situation does not permit. If it is not taken by the end of the leave year, through no fault of the Employee, the Employee shall be paid for the remaining time at the overtime rate of pay at which the compensatory time was earned.

Employees must request compensatory time in writing no later than the end of the pay period in which it was worked.

Compensatory time for nonexempt Employees will be governed by appropriate laws and regulations.

The following comments are advisory only and do not constitute actual contract language.

8.1 When overtime hours are to be worked will depend on the situation and factors as explained in paragraph three. Some areas do not allow overtime to be worked on CDO's and past practice should be followed. However, if it is mutually beneficial to management and the employee to work overtime on CDO's, it will be left to supervisory discretion.

Now that the office opens at 6:00 a.m. on regular work days, employees working overtime may also start at 6:00 a.m. if they wish, except in those instances where the nature/availability of the work or equipment necessitates a different work schedule.

Employees have the option of not taking lunch when working overtime. Employees also have the option of taking a longer lunch than usual when working overtime. If the employee wishes to take longer than the usual 30 minute lunch, they must sign out and then back in again when they return.

8.2 "Qualified employees", refers to employees who have actually done the type of work being offered, or could perform the work with minimal direction. When soliciting overtime, the supervisor should ask all the qualified employees in his/her work unit before going to the Forms FmHA 300-40, Employee Request for Overtime, received from employees outside the work unit, but does not have to solicit overtime volunteers from the other work units in his/her Division or Branch before going to the Forms FmHA 300-40. For this purpose, work unit means the immediate area a particular supervisor is responsible for. For example, the supervisor of the Records Unit would not have to ask the employees in the Mailroom before referring to the Forms FmHA 300-40 to get additional volunteers.

8.2A When soliciting for a limited amount of overtime to a group of similar position employees, overtime should be offered by seniority on a rotating basis. The next overtime solicitation will pick up after the last person asked on the seniority list.

8.7 Any employee under a Flexible Work Schedule at any grade level can request compensatory time in lieu of overtime pay. The employee must request the comp time in writing. The overtime does not have to be irregular or occasional as long as the employee has a Flexible Work Schedule (which we have here in St. Louis FmHA).

GS-9 thru 13:
Employees at the GS-9 level and above can work voluntary overtime without compensation. However, if the overtime is ordered and approved, compensation must be made, either in the form of overtime pay or comp time.

If Management decides the employee will be compensated for overtime worked, and the employee is paid more than GS-10/10: How the employee is compensated is at Management's discretion. Comp time is preferred unless leave accumulation and leave scheduling problems would result, but the employee could be compensated by overtime pay.

If Management decides the employee will be compensated for overtime worked, and the employee is paid the same or less than GS-10/10: Comp time may be granted if the employee requests it in writing. Otherwise, overtime pay is required.

GS-8 and below:
Employees at the GS-8 level and below cannot work voluntary overtime without being compensated.

Under the Fair Labor Standards Act (FLSA), any overtime work "suffered and permitted" must be compensated. "Suffer and permit" overtime is any work performed by an FLSA nonexempt employee for the benefit of an agency, whether requested or not, provided the employee's supervisor knows or has reason to believe that the work is being performed and has an opportunity to prevent the work from being performed. For example, if your secretary stays late to type a document and you know she is doing it, you must compensate her either by paying her overtime or giving her comp time if she requests it. FLSA nonexempt employees can file claims under FLSA for uncompensated overtime "suffered and permitted." Sometimes these claims can be for many hours and run into thousands of dollars. It is your responsibility to ensure that none of your FLSA nonexempt employees are working beyond their normal work hours unless overtime has been approved. Supervisors must take positive action (e.g., inform employees, implement controls, discipline employees, etc.) to prevent unanticipated claims under FLSA. Periodic reminders are not enough.

At the GS-8 level and below, overtime pay is preferred. However, comp time can be granted in lieu of overtime if the employee requests it in writing.

8.7 The Union and Management signed a Memorandum of Agreement on January 10, 1994, acknowledging that the wording in the first sentence of the second paragraph is incorrect. Instead of stating, "Employees who receive compensatory time must use such time by the end of the leave year in which it was earned...," the contract should read, "Employees who receive compensatory time must use such time by the end of the leave year following the year in which it was earned." (Emphasis added)

ARTICLE 9 LEAVE

9.1 ANNUAL LEAVE AND VACATIONS: It is agreed that the use of accrued annual leave is an Employee right, but leave can be taken only with the approval of the supervisor. Annual leave will be scheduled according to the needs of the Employer, taking into consideration the needs of the Employee, and may be granted in increments of 15 minutes.

A. 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. Where unforeseen emergencies arise requiring the use of annual leave not previously approved, approval of the use of annual leave may not be taken for granted by the Employee. In such cases, the Employee shall personally notify his/her supervisor/designee, either in person or by phone, by 9 a.m. Only in exceptional circumstances may an individual other than the Employee request leave in the Employee's behalf. Based on workload requirements, the number of Employees already granted leave for that day, or an established pattern of excessive use of emergency annual leave for which a letter of warning has been issued, the supervisor/designee may deny the request and require the Employee's presence at work.

Requests of annual leave for emergency purposes will require the Employee to furnish, upon the request of the supervisor/designee, documentation to support the request when the Employee is subject to leave restrictions requiring such documentation, or the supervisor/designee reasonably suspects leave abuse.

It is agreed that, in order to properly schedule work, requests for unscheduled leave will be held to a minimum. Unscheduled annual leave is annual leave which was not requested and approved in advance of the onset of the absence because of an emergency or other unexpected situation. Except as provided above, requests for unscheduled leave will be approved.

B. Annual vacation leave schedules will be given to Employees no later than February 15 of each year. Employees will submit their leave preferences to their immediate supervisor by March 1. Approval/disapproval of vacation schedule leave will be accomplished in writing by March 15.

When an Employee with an approved vacation schedule transfers from the schedule-approving authority of one supervisor to that of another, the new supervisor will schedule the Employee's annual leave giving consideration to the desires of the Employee, leave scheduled by other Employees in the new organizational unit, and the requirements of that organization.

If the Employee's original schedule can be accommodated in the new organization without disruption to the scheduled leave of other Employees, it will be so scheduled in the new organization.

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 bona-fide emergency situations. Management will make every reasonable effort to avoid cancelling the vacation-scheduled leave of an Employee who has made a deposit for vacation reservations.

Approval of the annual leave schedule constitutes approval of the leave. However, Employees must still submit their SF-71 before actually taking the scheduled annual leave. This is to confirm for the supervisor the leave is to be taken and to provide the actual dates and hours of absence for the time and attendance clerk for preparation and documentation of the time and attendance sheet.

Approval of leave on a vacation schedule is based on the presumption of available accrued annual leave at the time the vacation is taken. Such approval does not imply approval of leave without pay (LWOP) if sufficient annual leave is not available. If, at the time the scheduled vacation leave is to be taken, the Employee will not have sufficient annual leave to cover the scheduled leave, the Employee may request advanced annual leave to cover the vacation period. Such request will not exceed the amount of leave the Employee will earn as of the end of the current leave year. In considering such requests, Management may consider whether the Employee has a documented history of attendance problems and whether there are valid workload demands which would require cancellation of the Employee's vacation leave.

Planned annual leave which is not requested on the vacation schedule must also be requested in advance on a Standard Form (SF) 71, Application for Leave. Whenever possible, the SF-71 should be submitted for approval not later than 48 hours prior to the onset of leave.

Leave is not considered to be approved until the supervisor/designee has signed the SF-71 and informed the Employee of approval. Normally, the supervisor/designee will approve/disapprove the leave request within 2 workdays of receipt of the request but, in all cases, prior to the initial date of the requested leave.

C. In other than mandatory work periods, when it is impossible to grant all requests for annual leave for a given period, the following criteria will be used.

1. All leave scheduled on the annual vacation schedule will be approved based on most recent USDA seniority. Leave requested after the annual vacation schedule has been approved will be approved on a "first come, first served" basis. Any conflicts which arise and which cannot be voluntarily resolved by the parties to the conflict will be resolved with preference to most recent USDA seniority.

2. Regardless of seniority of the affected Employees, those Employees on compressed work schedules will not be required to change their compressed day off to accommodate annual leave requested on the annual vacation schedule.

3. After the annual vacation schedule is approved by the supervisor, Employees changing their compressed day off, Employees

going on compressed schedules, or Employees on compressed work schedules who are new to the organization, may be required to change their compressed day off during pay periods when it conflicts with annual leave approved prior to the change in their work schedule.

D. An Employee may be granted leave, not in excess of 3 days, to attend the funeral of military personnel who are relatives, if they die as a result of wounds, disease, or injuries incurred while serving in a combat zone in accordance with FmHA Instruction 2066-G.

The Employer will adopt a liberal annual leave and leave without pay policy, including advance annual leave, in regard to deaths in the Employee's immediate family.

9.2 SICK LEAVE: Employees shall earn sick leave in accordance with applicable laws and regulations. Sick leave may be granted in increments of 15 minutes. Sick leave absence which cannot be anticipated in advance shall be requested by the Employee of his/her supervisor/designee, by 9 a.m. on the first day of absence. If the absence exceeds the amount of leave originally approved, the Employee must request additional sick leave from his/her supervisor/designee by 9 a.m. on the first day of absence after the expiration of approved sick leave.

It is agreed that an Employee will arrange to receive medical, dental, or optical examinations or treatment outside of work hours, including his/her compressed day off, whenever possible. If such arrangements cannot be made, the Employee will attempt to arrange for the first or last appointment of the day. The Employee's written request for such sick leave will be submitted to the supervisor on SF-71, Application for Leave, as far in advance as possible and shall specify time and date of appointment in the "remarks" section. The supervisor will indicate action taken and return the form to the Employee.

It is further agreed that the Employee will conserve his/her sick leave and use it only for sick leave purposes; the Employee will not use sick leave as a substitute for any other type(s) of leave.

No medical documentation will be required to support a sick leave request of three work days or less except where there is a reasonable basis for suspecting that an employee is abusing sick leave or where the employee is on a leave restriction letter.

The medical certification on the back of the SF-71 (or at the Employee's option a similar statement on the physician's own form) will be acceptable medical documentation to support a request for sick leave except in cases:

1. Where an Employee is on a sick leave restriction letter which has specifically identified the additional information that is required, or;

2. Where there is a reasonable basis to suspect sick leave abuse or fraudulent medical documentation, or;

3. Where the absence is for more than 14 consecutive calendar days, or where the employee is absent more than 50 percent of the time over a 30-day period.

Where additional information is requested, the employee need not disclose the specific medical condition, unless he/she chooses to do so. The medical documentation must specifically identify which duties the employee is unable to perform and what specific limitations prevent the Employee from performing those duties.

Whenever any medical documentation is presented which does not contain the name, address, and phone number of the source, the employee will provide such information upon the request of the supervisor.

If an Employee has no sick leave available, and he/she is incapacitated for duty based on illness/injury, he/she may request use of annual leave, advanced annual leave, advanced sick leave, or LWOP in accordance with established procedures. This request normally will be approved unless the Employee is currently on sick leave restrictions or has been on sick leave restrictions within the past 90 days or, unless the length of the request cannot reasonably be borne by the Employer without adversely affecting its ability to accomplish its work. All requests and approvals must be in accordance with law, Government-wide rules and regulations, and this Agreement.

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

9.4 ABSENCE WITHOUT LEAVE (AWOL):

A. AWOL may be charged against an Employee who is absent from duty when a leave request has been denied or **when the Employee has failed to request leave in accordance with the terms of this Agreement.** It is understood that all leave must be requested in accordance with the terms of this Agreement and existing Government-wide rules and regulations, unless appropriate mitigating circumstances exist.

B. Recording an absence as AWOL is not a disciplinary action, but may lead to disciplinary action. It does not necessarily mean that the Employee has insufficient reason for requesting leave, but that the Employee's presence is required, and the reason for requesting leave is one for which approval is not mandatory, or documentation has not been provided to substantiate the leave request in the case of leave restrictions, or when the supervisor/designee has required documentation for the absence in accordance with appropriate laws, regulations, and this agreement.

9.5 ADMINISTRATIVE LEAVE:

Unless there are compelling workload demands, administrative leave will normally be granted for up to 2 consecutive days to bargaining unit Employees designated by the Union to attend union-sponsored training sessions provided the subject matter of the training session specifically pertains to bona fide bargaining unit representational

matters (e.g., steward/officer training, grievance handling and arbitration, negotiations, MSPB or EEOC practice and procedures, FLRA practice and procedures, etc.) and not to the internal business of the Union. The parties agree that such training, up to the maximum number of hours specified in this paragraph, is in the parties' mutual interest. Administrative leave not to exceed a total of 1000 hours in the first contract year and 720 hours in any subsequent contract year will be available for such purposes.

The requests for such leave must be submitted in writing at least 1 week in advance of the training, must identify the Employees scheduled to attend and their work areas, and must describe the program including either a listing of course content and objectives or a specific agenda of coverage. It is agreed that the Union will provide the Labor Relations Staff a list of all attendees using administrative leave within 3 workdays after completion of the training. The parties also agree that where Union attendees work hours other than those during which 4 hours or more of training on a workday (M-F) is being offered, the Employer will, if feasible, allow those representatives a 1-day change in tour of duty in order to attend the training on administrative leave.

It is understood and agreed that when Management approves administrative leave, the approval only covers that period of the Employee's regular duty hours during which training is being conducted plus any necessary travel time on the day of training to and from an off-site location. The Employee is required to be at work for all time not specifically covered above. Through mutual agreement of both parties, the amount of administrative leave under this section may be increased.

The Employer agrees to grant Employees up to 1/2 hour administrative leave to attend education sessions ("lunch and learns") which are sponsored by the Union and which are conducted onsite during the normal lunch period. The Union may hold up to two such programs per contract year for the purpose of educating Employees on labor-management agreements. Scheduling of these lunch and learns will be coordinated at least 2 weeks in advance with the Labor Relations Staff.

9.6 EXCUSED ABSENCE: Supervisors/designees may excuse without charge to leave infrequent, brief periods of tardiness, or may require the Employee to make up the time at the end of the day. In the event that the supervisor/designee determines tardiness is excessive, it will be charged to leave or absence without leave. Habitual tardiness will be the basis for disciplinary action.

9.7 INCLEMENT WEATHER OR EMERGENCY CONDITIONS: All Employees have a responsibility to report to work at the established starting time.

A. When closing of the office becomes necessary because of inclement weather or other conditions which warrant such closing, the Employer will notify Employees on duty as soon as possible. When Employees are not on duty at the time the decision is made, reasonable efforts will be made to inform bargaining unit Employees by telephone. If telephone service in a significant portion of the metropolitan area

is interrupted, the Employer will make reasonable attempts to use the mass media to notify Employees. Such excusals shall be accomplished within the framework of laws and regulations. The Employer will excuse Employees from duty when closing of the office becomes necessary as a result of the above conditions unless Management determines Employees are engaged in work which cannot be suspended or interrupted.

B. If an emergency condition exists which prevents bargaining unit Employees from getting to work but the duty station is not closed, Management will adopt a liberal annual leave, including advance annual leave, or leave without pay policy. Emergency conditions are defined as conditions which are unusually severe and disruptive to normal travel or transportation of Employees between their homes and their duty stations (hurricanes, cyclones, floods, blizzards, severe snow or icing on road, etc.). If the building opens late as a result of hazardous weather conditions, the Employee's normal starting time will be used as a reference point for purposes of determining administrative leave entitlement.

C. When unusually severe weather or traffic conditions exist, the Assistant Administrator, Finance Office will determine if administrative leave will be allowed. Such determination will be made on a fair and equitable basis in accordance with law and regulations.

9.8 PROCEDURES FOR REQUESTING UNSCHEDULED/EMERGENCY LEAVE: As provided in sections 9.1A and 9.2, Employees must request unscheduled/emergency leave by 9 a.m. on the day of the absence, unless mitigating or exceptional circumstances exist. Each supervisor will designate an alternate for approving leave requests when he/she cannot be reached.

Management will provide employees with a list of alternates which the employee may ask for if the supervisor is not available. If the supervisor is not available, the Employee may leave a message with a phone number and the supervisor/ alternate will return the call, if additional information is necessary. If the employee does not wish to leave a phone number, the Employee will need to continue calling until someone on the list is available.

It is understood that no leave has been approved unless specifically authorized by the leave-approving official. If no leave is approved, AWOL will be charged.

If an Employee discovers that the amount of leave needed exceeds the amount of leave approved, the Employee must request approval of additional leave in accordance with this section.

When a supervisor has sound reason to believe an Employee is misrepresenting reasons for leave requests, the supervisor may require the Employee to provide documentation for that leave request. An Employee found to have misrepresented reasons for leave or who falsifies leave documentation may be charged AWOL, and appropriate disciplinary action may result. Such actions must be fairly and reasonably applied to all employees.

9.9 APPROVAL/DENIAL OF LEAVE REQUESTS:

1. Approval of leave requests will be mandatory in the following circumstances:

a. Treatment for disabled veterans, and for appropriate military service.

b. Other illness, injury, or pregnancy. An Employee is entitled to use accrued and accumulated sick leave whenever he or she is incapacitated by illness, injury, or pregnancy; is receiving emergency medical, dental or optical examination or treatment; or would jeopardize the health of others because of exposure to a contagious disease (doctor's certification is required in this case). A handicapped Employee who depends on an aid, mechanical or otherwise, to perform work normally is incapacitated without the aid. Approval of leave requests in these situations is mandatory, subject only to the requirement of documentation by the Employee to justify the leave request, when required in accordance with these procedures.

c. Voting leave and Employee absence for appropriate court-related reasons.

2. Other requests for leave will be approved, if requested in accordance with this Agreement, law, and Government-wide rules and regulations, unless actual workload demands require the Employee's services during the hours for which leave is requested, or unless the Employee has been properly warned and placed on leave restrictions and the Employee has failed to comply with those restrictions.

3. All requests for leave must be submitted to the immediate supervisor/designee in advance, on SF-71, Application for Leave. In those cases where emergency leave is requested, an SF-71 must be prepared by the Employee immediately upon return to work. The supervisor will note approval/disapproval on this form. A supervisor's specific reasons for denying leave will be provided in writing on this form and the Employee will be given a copy.

4. Whenever documentation is required to substantiate a leave request or absence from work, the supervisor will specify the type(s) of acceptable documentation. Such specification may be communicated in a leave restriction letter or may be specified by the supervisor at the time of the request.

5. Leave must not be denied or cancelled for arbitrary or capricious reasons.

9.10 PROCEDURES FOR WARNING EMPLOYEES OF LEAVE ABUSE AND PLACING EMPLOYEES ON LEAVE RESTRICTIONS:

1. Excessive Leave Usage

a. When a supervisor has sound reasons to believe an Employee is using excessive unscheduled leave, the supervisor will orally counsel the employee. If improvement is not shown, the supervisor may then issue a letter of warning to the Employee. The letter will include the evidence supporting the basis for a determination of excessive leave usage, what the Employee must do to

correct the problem, and the nature of leave restriction which may result if the problem is not corrected.

b. If, after oral counseling, written warning, and/or charges of AWOL, as appropriate, the problem has not been corrected, the Employee may be placed on leave restriction. Such leave restriction will explain the reason for the restriction, the conditions for presentation of evidence in order to obtain approval of subsequent leave requests, and the consequences of not providing such evidence. Such leave restrictions will be fair, reasonable, and equitably applied to all employees.

2. Reviewing/Removing Leave Restrictions

a. In cases where an Employee has been placed on leave restrictions, and there have been no further problems of the type which gave rise to the leave restrictions after 120 days, the leave restrictions will normally be removed.

b. In all cases of leave restriction, a review will be made no later than the sixth month of the restriction. At that time, a written determination will be made, based on the evidence, whether to remove the Employee from leave restrictions or continue them.

c. Extensions of leave restrictions beyond 6 months will be for 90 days at a time, and will be removed as soon as the Employee has gone for a 90-day leave restriction period with no further problems of the type which gave rise to the restrictions.

d. If an Employee's leave practices deteriorate within 90 days after the removal of the leave restrictions, leave restrictions will again be imposed.

e. Leave restrictions cannot place tighter requirements on an Employee than those outlined in this article.

9.11 PARENTAL LEAVE/HARDSHIP LEAVE.

A. It is understood that Employees who are unable to work because of pregnancy, child-birth or related medical conditions shall be granted sick, annual, or other leave, as appropriate in accordance with Government-wide regulations and this Agreement.

B. In addition to the above, a permanent Employee shall be granted annual leave, compensatory time (if available), or leave without pay, as appropriate, for the purposes of caring for or assisting in the care of his/her newborn, newly adopted, minor child (children) or mother of a newborn or in situations where a member of the immediate family is seriously ill and requires the care and attention of the Employee. Every reasonable effort will be made to accommodate the request for up to 180 days, such as by alternative staffing. A request will be denied only if a critical need can be established for the skills of the Employee during the requested period of time. The Employee should, therefore, make known his/her intent to request parental/hardship leave indicating the type of leave, approximate dates, and anticipated duration at least 30 calendar days

in advance, if possible, to allow his/her supervisor time to prepare for any staffing adjustments that may be necessary. There will be no sexual discrimination in the awarding of parental leave.

9.12 ADJUSTMENT OF WORK SCHEDULES FOR RELIGIOUS OBSERVANCES: Employees may elect to work compensatory overtime for the purpose of taking time off without charge to personal leave when personal religious belief requires that the Employee abstain from work during certain periods of the workday or workweek. The Employee may work such compensatory overtime before or after the granting of compensatory time off.

The following comments are advisory only and do not constitute actual contract language.

9.1A "Advance" approval of annual leave is anything other than emergency leave. However, it is suggested in paragraph seven of 9.1B that 48 hours notice be given whenever possible.

9:00 a.m. has been established as the deadline for all employees to call in if they are requesting emergency leave.

Employees are not required to give a reason for their leave request. Supervisors are advised to approve or disapprove the request for leave based solely upon workload requirements, or other work related reasons such as number of employees already granted leave for that day. If after denying leave for work related reasons, the employee volunteers compelling personal reasons, the supervisor may reconsider and approve the leave. Under no circumstance should a supervisor grant or deny leave based solely upon whether or not they believe the employee's reason for being off is good enough.

If an employee calls in for emergency leave for a portion of the day and the supervisor decides to approve it, the supervisor should clearly state how many hours are being approved. If the employee is still unable to come in at the agreed on time he/she must call in for additional leave approval.

9.1B The date for annual vacation schedules to be given to employees has been changed from January 15 to
February 15. Submission of annual leave schedules by employees has been changed from January 31 to March 1. Approval/disapproval will be accomplished by March 15 instead of within 15 workdays from January 31.

9.1B (paragraph seven) Turning in a leave slip 48 hours prior to the onset of leave is a suggested time frame. Anything less than 48 hours should still be given the same consideration as any other request. This does not imply that less than 48 hours is emergency leave. Emergency leave is when the supervisor has no advance notice and the employee is requesting leave at the moment of needing to take leave (see 9.8).

9.2 9:00 a.m. has been established as the deadline for all employees to call in if they are requesting emergency sick leave.

The Agency will approve sick leave prior to 9:30 a.m. (8:30 a.m. for employees on flexible schedules) for medical/dental appointments. If the sick leave is requested at least one day in advance, and if all other requirements for sick leave have been met, the employee need not submit documentation of the appointment. If the medical appointment is an emergency which was not requested at least one day in advance, the employee may be asked to submit documentation--the documentation need not disclose the nature of the emergency but merely verify that the employee did receive emergency medical/dental treatment. A statement from the doctor/nurse, a copy of the bill, a receipt, a copy of the insurance submission, etc. will suffice. Sick leave will not be approved prior to 9:30 a.m. (8:30 a.m. for employees on flexible schedules) for any reason other than medical/dental appointments.

Where sick leave is approved in the above situations, the beginning time will be the employee's normal starting time. The employee's normal starting time will be an average starting time for the prior month as shown on the sign-in sheets.

If an employee is on SL for more than 3 days but less than 4 days, the supervisor should judge each case individually on its own merit when determining whether or not to require medical documentation. Example: An employee leaves work 3 hours early on Tuesday due to illness and is off on SL the rest of the week (Wednesday, Thursday, and Friday). Do you require medical documentation? The answer is, "it depends." If the employee has not been a leave problem and you have no reason to doubt his or her illness, you may not want to require any documentation. On the other hand, if this is someone who has been a problem, maybe falsified reasons for absences in the past, you should probably require documentation. But look at the entire situation. No matter what type of employee he or she is, if the employee left work in an ambulance on Tuesday, do not pursue the documentation issue and just be grateful the employee returned to work on Monday.

For sick leave absences of 4 - 14 days, the back of the SF-71 will be sufficient medical documentation if the employee is not on leave restriction and where there is no reason to suspect fraud or abuse. A doctor's name stamp will be acceptable. If the employee prefers to bring documentation on the doctor's stationary, it is acceptable.

9.2-3 For absences of more than 14 consecutive calendar days or more than 50 percent of the time over a 30-day period, additional medical documentation may be requested.

Employees will not be required to disclose specific information about their medical condition; only how their condition will prevent them from performing their job. Medical documentation must identify the employee's limitations and which duties cannot be performed. Example: An employee is experiencing a difficult pregnancy and the doctor has ordered her bedridden. The medical documentation need not tell the supervisor of her
condition -pregnancy- only that she is unable to perform her duties due to orders of rest and confinement to bed.

An exception to this would be if the employee is requesting advanced sick leave or applying to be a leave recipient in the Leave Donor Program. In these cases, we must know the nature of the employee's illness to determine if it meets the criteria for approval of advanced SL and/or the Leave Donor Program.

All medical documentation must be legible and complete. The supervisor may ask the employee to provide the doctor's name, phone number, and address if the documentation does not contain it.

9.3 Leave Without Pay is not a right and should not be automatically approved only because the employee does not have or does not want to use annual leave. Leave Without Pay is supervisor APPROVED leave; it is the same as approving annual leave (except there is no pay) and the same criteria should be applied. Example: An employee calls in the morning and tells the supervisor there is an emergency which will prohibit him/her from coming to work. The employee has no annual leave

and requests LWOP. The supervisor will still determine approval according to work requirements and, if the employee is needed at work, will deny the request. If the employee still does not report for work, AWOL will be charged, not LWOP. Note: AL, SL, and LWOP are approved by the supervisor. AWOL is charged for an unapproved absence.

9.6 The following is offered as a guideline for supervisors in determining "infrequent, brief periods of tardiness":
- Supervisors have authority to excuse up to one hour of time without charge to leave after the end of the flexible time band.
- No period of time prior to the latest start time (9:30 or 8:30 for compressed) should ever be excused. If the employee is at work by 9:30 (or 8:30) and cannot work until 6:00 p.m., the employee should request leave at the end of the day. An example would be if an employee came in at 9:35 and was late due to car problems; if all other criteria listed here apply, then the supervisor could excuse the 5 minutes. If the employee could not work until 6:00 p.m., then he/she should request leave at the end of the day.
- "Infrequent" tardiness is defined as no more than 3 times in a one year period.
- Other factors that should be considered in determining how to treat the tardiness: if the employee gives a compelling reason; if the employee is otherwise responsive and dependable; and, if there has been no other recent occurrence of tardiness.
- All of the above should be applied fairly and consistently to all employees.

"Habitual tardiness" is defined as a third instance of tardiness within 4 months. This will also depend on all other criteria listed above. When the supervisor determines that the employee's tardiness has become habitual, the supervisor should approve the leave request for the tardiness and then at least verbally warn the employee that further instances of tardiness will not be approved and may lead to disciplinary action. If the employee is then tardy again, AWOL should be charged and guidance sought from Employee Relations about further action to be taken. If you wish, you could also do a documented counseling. You would then have a record of your conversation with the employee. If you choose to verbally warn the employee, be sure to document this in your drop file so if there are further instances of tardiness or AWOL, you have proof that you've already counseled the employee and can then move on to a letter of warning.

9.7 The Assistant Administrator, Finance Office, in consultation with representatives of the other Assistant Administrators, will determine if administrative leave will be allowed. No supervisor or manager will make this determination on their own. It is imperative that a decision of this nature be consistent and uniform throughout the office. See also Example #4 under the annotation for 7.5.

9.12 Employees may request time off work on certain religious holydays (Good Friday, Passover, etc.). In order to avoid using annual leave, they can request to work compensatory time to cover their time off. This request must be given to you and must be approved before they take the time of. There is no requirement that the request be submitted a certain number of days in advance--just before the employee wants to take off. Although you must take your workload into consideration,

unless there are compelling reasons why you need the employee at work, you should approve the request.

If the employee already has a comp time balance, you should just deduct the amount taken from the balance. If the employee wants to take off before earning the comp time, you will have to assure that the time is repaid. The employee has until the end of the current leave year to repay the time off, but the time is usually repaid within the same or next pay period. T&A's should be monitored carefully until this is done. You should work out a repayment schedule that is acceptable to you prior to approving the time off.

Comp time for religious observances is handled differently from regular earned/used comp time. Refer to FmHA Instruction 2066-A, FmHA Leave Program, paragraph 2066.24(d) for instructions on coding the T&A and recording the comp time taken and earned.

ARTICLE 10 - MERIT PROMOTION

10.1 MERIT PROMOTION POLICY:

A. It is the policy of the Employer to use Employees' skills and qualifications to the maximum extent possible by selecting and promoting Employees on the basis of merit. In accordance with this policy and to encourage a high level of Employee performance, satisfaction, and morale, the best-qualified applicant available shall be selected for promotion. The merit promotion plan will continue to be conducted in accordance with the USDA Merit Promotion Plan (presently stated in FmHA Instruction 2045-C), except as specifically modified by this Agreement.

B. Upon request, the Personnel Office will assist Employees by answering questions regarding submission of applications and all related forms referred to in vacancy announcements. Such assistance will be conducted on official time.

10.2 MERIT PROMOTION COVERAGE:

A. Actions Covered. The provisions of this article apply to the following actions:

1. Selections for an announced position where no other person has noncompetitive entitlement by statute or Agreement.

2. Temporary promotions of more than 90 days.

3. Details of 90 days or more to a position with greater promotion potential than the position currently held.

4. Selection for training which primarily prepares an Employee for advancement.

5. Reassignment or demotion to a position with more promotion potential than the position last held in the competitive service (except as required by reduction-in-force regulations).

B. Actions Not Covered: The following listed actions are not subject to competitive procedures:

1. Upgrading due to position reclassification as a result of new classification standards without change in duties or as the result of an error in classification.

2. Career ladder promotions where an Employee competed at a lower grade level for the position.

3. A career ladder promotion following noncompetitive conversion of anyone participating in the Veterans Readjustment Act (FPM Chapter 307), and the Handicapped Program (FPM Chapter 306), or Student Program (FPM Chapter 308);

4. A position change permitted by reduction-in-force regulations (see FPM Chapter 351); and

5. Repromotion to a grade or position from which an Employee was demoted without personal cause and not at his/her request. (Acceptance of demotion in lieu of reduction-in-force or relocation in a transfer of function is not a demotion at the Employee's request for this purpose.) Competitive procedures of the promotion plan will not be used before noncompetitive consideration of these Employees.

10.3 POSTING VACANCIES:

A. Vacancy announcements will be issued for vacant positions in the bargaining unit, with the following exceptions:

1. Positions at the GS-3 level and below with no further promotion potential.

2. Positions which are filled through detail or reassignment in accordance with article 35 of this Agreement;

3. Positions which are filled through special appointing authorities;

4. The position is being filled by a Management or Employee-initiatied demotion or reassignment of an Employee, e.g., in response to performance deficiencies in the current position;

5. 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;

6. The position is being filled by an individual due special consideration as a result of reduction-in-force, repromotion rights, reemployment priority rights, return from military furlough/leave, etc.; or

7. The position is being filled because the Employer is otherwise required by law, regulation or controlling labor-management agreement to select a particular person for the position.

The vacancy announcement will be posted on official Finance Office bulletin boards for 10 workdays to allow Employees to apply and be considered for such vacancies through the Merit Promotion program.

Employee should not rely on any other means of notification. Employees who will be absent from the office beyond the closing date of the announcement may contact the Finance Office hotline number to find out about vacancies in which they might be interested. Employees will be issued a notice regarding this number immediately upon implementation of this Agreement and prior to any change in that number. If such Employees wish to apply under a vacancy announcement, they may so indicate to the Personnel Office by phone prior to the closing date. They must make note of the date and time on which the request was made and the person contacted. They will then have up to 3 workdays after the closing date of the announcement or the day on which they return to work, whichever is earlier, in which to submit the appropriate application forms.

If the Agency announces a single position by means of more than one vacancy announcement, either because of differences in the applicable areas of consideration or for other reasons, the Agency agrees to indicate on each of the announcements that additional vacancy announcements have been issued in relation to this same vacancy and to identify the number(s) of those other announcements.

B. Announcements will provide a summary statement of duties, a statement of required qualifications, and a statement of any special knowledges, skills, or abilities determined essential for effective job performance and for identifying the best-qualified candidates, the ranking criteria, and any other pertinent information.

Management will "enhance" the KSAP titles contained on Forms FmHA 301-3B, Knowledges, Skills and Abilities, and Personal Characteristics (KSAP), to include specific guidance to assist the candidates in thoroughly documenting their qualifications in relation to creditable education and experience. For each KSAP, Part A of FmHA Form 301-3B will include specific guidance to assist candidates in documenting relevant FmHA experience; Part B will include specific guidance to assist candidates in documenting relevant experience outside FmHA, including volunteer work as well as paid work experience, and specifically identifying relevant education/training courses which will be credited if properly documented. Employees at GS-6 or below in positions that do not have promotion potential above GS-6 will be granted up to 1 hour of official time annually to receive assistance from the Personnel Office in properly completing their KSAP applications. Up to 1 additional hour of official time annually will be granted to such Employees to receive assistance where the Employee is applying for additional positions or where such additional assistance is otherwise determined to be reasonable and necessary. Upon an Employee's timely filing of a vacancy announcement package to the Personnel Office, a personnelist will review the package to ensure that all appropriate information has been provided. The Employee will be given the opportunity to timely provide any missing information.

C. Applications. Three methods of applying for jobs within the bargaining unit shall be observed:

1. One-time vacancy basis. Upon posting of a vacancy or vacancies, Employees may obtain applications for consideration and submit them for the individual vacancy.

2. Open continuous consideration. An Employee may submit an application for open continuous consideration for vacancies announced in this manner. Open continuous vacancies will be open for 1 fiscal year and panels will be conducted after the first cutoff as indicated on the announcement and thereafter as vacancies occur.

Applications will be accepted throughout the fiscal year but will only be considered after the first cutoff if they are received prior to receipt of AD-734, Request for Candidates or the SF-52, Request for Personnel Action. A ranking panel will be selected to serve for the fiscal year on particular open continuous announcements to insure consistency in ratings. Employees are responsible for submitting amendments or supplements to applications throughout the year to reflect changes in knowledges, skills, and abilities but under no

circumstances will Employees be reevaluated by the panel based upon the resubmission of the most recent application or failure by the Employee to document substantive changes in KSAP's. Best qualified Employees will be referred to selecting officials based on scores recorded and availability for the position being filled. Supervisors are prohibited from specifically soliciting applications from individual Employees without providing the same encouragement to all of their subordinate Employees.

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

Management will continue to announce on open continuous vacancy announcements those bargaining unit positions currently announced in this manner and will also announce in this manner positions in any other series for which there are more than 10 bargaining unit positions in the same career ladder. Such open continuous vacancy announcements will be announced at all grade levels in the career ladder.

3. Outside candidates. The Employer may consider candidates outside the Agency who apply for a specific vacancy announcement under Merit Promotion procedures; however, all such candidates must compete on an equal basis. Therefore, both categories of candidates must be rated under the same ranking procedures for any vacancy within the bargaining unit. Applicants who are referred on OPM certificates will not be considered under these procedures.

D. The Union President will be given a copy of each vacancy announcement on Finance Office positions for which bargaining unit Employees can apply.

E. Area of Consideration. Except as noted below, or otherwise modified by a negotiated Agreement, the area of consideration for announced positions will be as noted in FmHA Instruction 2045-C.

1. Reducing the Initial Area of Consideration. When solicitation throughout the normal area of consideration would be clearly impractical because extenuating circumstances exist, the promotion record will contain documentation explaining the smaller area. Notice of this reduction and the reason therefore will be provided to the Union.

2. Expanding the Initial Area of Consideration. When the area of consideration is not expected to produce an adequate number of well-qualified candidates for the selecting official's consideration, it may be expanded. The vacancy announcement will identify the expanded area of consideration. The area of consideration may include applicants inside/outside the bargaining unit. Management may simultaneously request an OPM certificate if determined appropriate.

10.4 EMPLOYEE APPLICATION FOR POSITION

A. Employees who wish to apply for a merit promotion announcement must submit an SF-171, Application for Federal Employment, for each position for which they wish to be considered. In addition, an Employee will submit the required Forms FmHA 301-3A, B, and C (KSAP's) as well as his/her most recent formal performance appraisal. Forms FmHA 301-3A, B, and C (KSAP's) will be divided into Finance Office experience and other experience. Employees may request to receive a copy of their most recent SF-171 from their official personnel folder and their most recent formal performance appraisal from the Personnel Office once during a calendar year. Any copies to be submitted on vacancy announcements from that point must be provided by the Employee. Employees may submit a copy of their SF-171, along with appropriate SF-172's, Supplemental Experience and Qualification Statement, for each vacancy. Employees should maintain copies of SF-171's and SF-172's for future submission on vacancy announcements.

Employees will provide a copy of the written justification supporting any awards received which are addressed in the Employee's SF-171 or the KSAP.

Employees and other candidates claiming credit for college level or other post high school education (other than courses presented by the Office of Personnel Management which have been documented in the Employee's official personnel file) will provide substantiation of their completion of this coursework (e.g., transcript) along with their application for promotion (Standard Form SF-171 and Forms FmHA 301-3A, B, and C). Employees/ candidates will be informed of this requirement.

Except as stated in sections 10.3A and 10.3C, above, Employees must submit all required forms by the closing date of the announcement. Employees will be required to list all appropriate training and awards for consideration in the ranking process. If this information is not listed, it will not be considered by the panel. Falsification or misrepresentation of information on documents submitted by the Employee may result in disciplinary action.

No supervisory ratings will be provided on Forms FmHA 301-3A, B, and C. The only supervisory appraisal to be considered is the most recent official performance appraisal (Forms AD-435 and AD-435 A & B or equivalent from other agencies). However, the supervisor will review the Employee's Forms FmHA 301-3A, B and C and certify to the accuracy of the information provided under Finance Office experience. Any concerns regarding accuracy will be discussed with the Employee prior to submission to the Personnel Office.

B. ESTABLISHMENT OF RANKING CRITERIA

For bargaining unit positions in which six or more positions on the same position description exist, a job analysis task force will be established to develop rating and ranking criteria to be used to evaluate candidates; however, it is understood and agreed that Management will determine the knowledges, skills and abilities necessary and the selective factors prior to the task force being convened. These task forces will meet prior to the vacancy announcement being issued to develop criteria to be used throughout the contract period, unless significant changes occur in the job duties. The task force will consist of a designated supervisor and three

bargaining unit Employees designated by Management. All working participants must be subject matter experts at or above the grade of the position being evaluated. A personnelist will assist the task force in an advisory role.

Criteria will be established at three levels: outstanding, satisfactory and minimally acceptable. Level definitions must identify the experience, training, appraisal rating, awards, and outside activities, as applicable, relevant to the position being filled in addition to the credit given to each. They must be fair and equitable and provide like skills and experience are given like credit. They must include specific measures of both quantity and quality of experience and training, if applicable. If weights are established by the supervisor for specific KSAP's, written documentation must be provided explaining the basis for the weighting scheme.

For bargaining unit positions which constitute less than six positions on the same position description, the supervisor will establish the rating criteria prior to a vacancy announcement being issued. The ranking panel, at the time of candidate evaluation, may request that the supervisor provide clarification on the rating criteria.

10.5 EVALUATION OF CANDIDATES:

A. Promotion Panels: Whenever there are more than three (3) qualified applicants for vacancies in the bargaining unit to be filled through the competitive procedures of the merit promotion plan, they shall be rated by a panel of three fully participating members.

1. Where ranking panels for bargaining unit positions are used, the panel will consist of three full participating members. These members will be subject matter experts at or above the grade level of the position being filled. It is intended that the same panel members will not be used on a continuing basis and that each subject matter expert with at least a fully satisfactory performance appraisal will be provided the opportunity to serve based on the number of vacancies to be paneled. To the extent feasible, at least one subject matter expert will be from outside the organization in which the position will be filled. Each panel will be instructed by a personnelist regarding its duties and responsibilities. Communications between supervisors and panel members is strictly limited to that specified in this article.

2. The panel shall not be given access to the Employees' complete personnel folder. Rather, the panel will only consider the information provided by the applicants as specified above. If the panel believes there is insufficient information provided on which to base a rating, they may have the expeditor temporarily adjourn the meeting to obtain additional information on an applicant provided like information is obtained on all applicants.

3. Each panel will be instructed by a personnelist regarding its duties and responsibilities. Each panel member will individually evaluate each Employee application and determine the appropriate rating based on the established criteria. Employees will be rated "5" at the outstanding level, "3" at the satisfactory level, and "1" at the minimally acceptable level. If there is no documented

evidence of sufficient possession of a KSAP, the Employee will be rated "0" on that element. After all Employees' applications have been evaluated, the panel will reach a group consensus on each Employee's overall rating.

4. Pertinent information concerning each merit promotion candidate's experience, training, education, awards and performance will be reviewed, appropriately considered and fairly and equitably credited/evaluated by the merit promotion panel. Data maintained in the merit promotion file will be sufficient to establish the basis for assigning each candidate's rating for each KSAP. Additionally, the file will be documented to reflect the extent to which a candidate's experience, training, education, awards, performance or other information contained in the application package were found to be pertinent and considered in assigning candidates' qualification ratings above or below "3."

5. The SF-171's of applicants for merit promotion which are provided to the evaluation panels will exclude page 4 of the SF-171, "Background Information."

B. Candidates: Promotion panels will rate and rank all qualified candidates. Those Finance Office candidates who make Best Qualified (BQ) will be referred and considered by the selecting official. Finance Office BQ candidates referred to the selecting official will be duly considered prior to any determination to select or not to select from a certificate. Such consideration may include an interview by the selecting official or designee, if determined necessary and appropriate by the selecting official in accordance with this Agreement. If the selecting official has not interviewed all candidates referred on the Finance Office Merit Promotion certificate, he/she will not interview any candidates referred from outside the Finance Office or from the OPM certificate.

The panel will be required to establish the BQ list based on the rating scores. Normally, three Finance Office candidates will be referred to the selecting official first. However, in the case of ties, all Finance Office candidates at that score will be referred. If there is more than one vacancy, an additional name will be added for each additional vacancy.

The selecting official will receive a certificate listing the BQ Finance Office candidates in score order. Scores will be noted on the certificate. He/she will also receive the BQ candidates' SF-171's, KSAP forms, performance appraisals, and appropriate award recommendations for review.

If this consideration does not result in sufficient selections, external candidates who meet the BQ cutoff established by the panel or from the OPM certificate may be referred to the selecting official for consideration.

Management officials will provide no information to the selecting official regarding the names or relative qualifications of external candidates until these candidates are referred on the certificate. Upon request, however, the selecting official can be told that additional BQ candidates are available for consideration.

10.6 INTERVIEWS AND SELECTION:

A. The certificates of candidates for bargaining unit positions forwarded to the selecting official shall include a notice concerning the underrepresentation, if any, of women or minorities in the vacant position, as specified in the Affirmative Action Plan. A copy of the certificate for bargaining unit positions will also be given to the Union. This certificate will be sanitized to remove the names of nonbargaining unit Employees.

B. If interviews are conducted by the selecting officials:

1. Interviews will be conducted according to an interview guide that meets all legal and regulatory criteria for job relatedness and objectivity.

2. All candidates on the certificate will be interviewed and the interviews will be structured to insure equity and fairness to all interviewees.

C. Merit promotion actions will be taken in accordance with requirements of 5 USC 2301 and 2302. Consistent with these requirements, it is agreed the recruitment of candidates should be from qualified individuals from appropriate sources in an endeavor to achieve a work force from all segments of society, and selection and advancement should be determined solely on the basis of relative ability, knowledge, and skills, after fair and open competition which assures that all receive equal opportunity. All candidates will receive fair and equitable considerations by the selecting official with respect to all factors considered in accordance with law, regulations and this Agreement.

D. Order of Consideration: The selecting official will give bona fide consideration to qualified Employees for the position(s) to be filled in the following order:

1. A repromotion eligible (i.e., an Employee demoted through no fault of his/her own) will be considered for the first appropriate available vacancy for which he/she fully meets the qualification standards and which the Agency determines to fill.

2. Priority consideration for appropriate positions will be given to Employees, at their option, who previously were not properly considered for selection, as determined through grievance or appeal procedures. An "appropriate position" is one for which the Employee is interested, is eligible, is in the same series as the denied opportunity and which leads to the grade level of the vacancy for which proper consideration was not given. The Personnel Office will solicit each Employee's interest on each available appropriate position, and will provide the selecting official with a list of Employees choosing to exercise such priority consideration. The selecting official shall give bona fide consideration to those Employees with utmost regard for the serious disadvantage to such Employees caused by the improper consideration.

3. The Union will be given a list of bargaining unit repromotion and priority consideration eligibles which will be updated as necessary.

NOTE: The above categories of Employees, where applicable, should normally be considered for vacancies prior to the issuance of the Vacancy Announcement.

4. If the position is one for which an under-representation of women and minorities exists, and the BQ list contains candidates which would reduce the underrepresentation, then the selecting official should give serious consideration to those candidates.

5. If no selection is made through the above considerations, then the selecting official may select from among the BQ list according to merit promotion principles and this Agreement. Employees not selected for a position shall be notified within 5 workdays after a selection has been made. Upon the Employee's request, he/she will be advised of strengths and weaknesses in his/her job performance and how the Employee may improve his/her chances for future promotion.

E. Selection(s) for bargaining unit positions from merit promotion announcements will be posted and notice provided to the Union President within five (5) workdays of selection.

F. The effective date of the actions shall be not later than the beginning of the second pay period after selection.

10.7 CAREER LADDER POSITIONS

A. The parties agree that career ladder positions are necessary to develop qualified internal candidates for career advancement. Vacancy announcements shall show the complete promotion potential for the position being posted. The Union will be provided advance notice of any changes in the Career Ladder Program, in accordance with section 3.2 of this Agreement.

B. Management will develop a Career Ladder Plan for each unique career ladder position within the bargaining unit. Employee input will be obtained in the development of these Career Ladder Plans in the same manner as outlined in article 15 concerning Employee input in the development of performance standards. The Career Ladder Plans will identify the training and grade-building experience that will normally be provided to Employees at each grade level in that career ladder position, as well as the normal amount of time associated with each "step" of the plan. The plans will normally provide for no more than 12 months at each grade. Any exceptions will be subject to appropriate negotiations with the Union.

C. Supervisors of Employees in career ladder positions below the target or "journeyman" grade level will discuss the Employee's performance with him/her at the conclusion of each training/experience step identified in the Career Ladder Plan. If an Employee is not progressing satisfactorily, counselling will occur on a

more frequent basis, and an attempt will be made to identify specific steps to be taken to correct any deficiencies in training received.

D. An Employee will be promoted to the next higher grade in the career ladder beginning with the first pay period after a period of 12 months or whatever lesser period may be applicable provided that:

1. Applicable time in grade, qualification and quality of experience requirements and other appropriate statutory and administrative requirements have been met;

2. The Employee has met all requirements of the established Career Ladder Plan, and a rating or progress review of the Employee's overall performance for the time in grade is "Fully Successful" or higher.

3. Sufficient workload exists at the next higher level; and

4. No Employee may be granted a career ladder promotion unless his/her current performance rating of record is "Fully Successful" or higher, or if he/she has a rating below "Fully Successful" in a critical element that is also critical to performance at the higher grade level of the career ladder, in accordance with the requirements of Government-wide regulation.

E. The Union will be notified of any determination to hold back any career ladder promotions due to insufficient workload or statutory/administrative requirements other than time in grade, qualifications, and quality of experience.

F. If an Employee is not assessed to be performing satisfactorily at any step identified in his/her Career Ladder Plan, the Employer shall provide written notice of such assessment to the Employee no later than the end of the time period associated with that step in the Career Ladder Plan. The notice must specify the noted deficiencies in performance and what additional assistance will be provided to correct those deficiencies, if applicable. If a determination is made to hold the Employee in the current step of the Career Ladder Plan, the supervisor shall make a new determination no later than the end of 30 additional calendar days at that step, either advancing the Employee to the next step or determining other appropriate action as necessary.

10.8 TEMPORARY PROMOTIONS

A. Employees assigned to higher grade positions for 30 calendar days or more will be temporarily promoted and receive the higher rate of pay effective on the first day, unless the Employee is not qualified, funding is not available, or in the case of an externally imposed freeze. Short details shall not be used to avoid temporary promotions. Management will make every reasonable effort to attempt to assign qualified Employees for such positions.

B. Selections for such 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.

10.9 JOINT PROMOTION PROCESS IMPROVEMENT STUDY

A. The Agency and the Union will each appoint one member to a joint team to research and design a new promotion process which would simplify the process and which may computerize certain aspects, reduce paper work, and may eliminate or reduce the involvement of promotion panels. If a mutually acceptable system can be designed, the parties will mutually select one position for a pilot test. After the system has been used at least three times, the parties will mutually evaluate it and decide whether to expand it to other jobs. If the parties agree, another mutually acceptable position will be set up for the new system. As long as the parties are satisfied with the new system, the parties will continue adding one new position at a time until all the unit jobs in the office have been added to the new system.

B. If at any point, the parties mutually agree the new system is less acceptable than the old system, the parties may return all jobs to the old system.

C. If after six months, this process has not produced a mutually acceptable system for testing, either party may reopen this article and return the issue to the med-arbitration process with Mr. O'Reilly. However, if either party exercises this option, the other party may reopen one other contract article at that time.

The following comments are advisory only and do not constitute actual contract language.

10.3A3 Special appointing authorities include but are not limited to: the selective placement authority for persons with disabilities; the Veterans Readjustment Act (VRA) appointments; appointments under the direct hire for Administrative Careers with America (ACWA); co-operative education; summer hires; summer interns; summer aides; and stay in schools.

10.3B "Enhancing" the KSA titles means to add a sentence which describes the knowledge, skill, or ability in more depth than just the KSA title itself. For example, the KSA title "Knowledge of fundamentals of computer programing" is enhanced by adding "Describe your experience working with computerized accounting or business service systems. Indicate completion of any computer related courses above the high school level." This information is provided to applicants so that they have a better understanding of what management is looking for in relation to the particular KSA.

10.3C2 An employee may not submit a completely new application package merely because he/she wants to rewrite the application package. The amendment or supplement must show a change. In the contract, "application" means the entire application package; therefore, an employee may amend any part of the application package.

10.3C3 Outside candidates who apply under a specific vacancy announcement must be rated, ranked, and considered along with internal candidates. However, occasionally an outside applicant who is eligible for non-competitive consideration applies, not under a specific announcement, but before a selection is made. A person eligible for non-competitive consideration is someone who is qualified for the vacancy and is at the target grade of that vacancy. That person can be selected for a bargaining unit position without regard to the procedures in 10.3C3. The vacancy must be announced and the merit promotion process must be run in accordance with 10.3A.

10.5B If there are both internal and external candidates for a bargaining unit vacancy, supervisors will first receive a certificate with the top three scores for internal candidates. The supervisor must give bona fida consideration to these candidates. The supervisor may then request a certificate with external candidates.

10.6B1 This clause does not require a supervisor to develop a written interview guide. If he/she does, however, the guide is available to the union as part of an information request after interviews are completed. Supervisors should keep interview notes and guides for at least six months, or until any grievances or complaints have been processed. See the annotation for 3.3D.

10.6B2 A selecting official must interview all candidates on a certificate if he/she decides to interview one candidate on that certificate. For example, a selecting official requested and received two certificates for a position which was advertised at GS-4 and GS-6. The GS-4 certificate contained internal candidates; the GS-6 certificate contained only external candidates because there were no

internal candidates at that grade level. The selecting official must interview all candidates on the GS-4 internal certificate if he/she chooses to interview candidates on a GS-6 external certificate for the same position and if both certificates are issued at the same time. The selecting official could choose to request just the GS-4 certificate of internal candidates; interview none; and return the certificate unused. After returning the certificate, then the selecting official could request a GS-6 external certificate; interview all the candidates; and select one without having to go back to interview the GS-4's. What the selecting official CANNOT do is request and receive both the internal and external certificates at the same time and ONLY interview the external candidates, keeping the GS-4 certificate as a backup in case all the GS-6 candidates are unacceptable.

10.7D This section could be affected by a Memorandum of Understanding (MOU) signed by management and the union in December, 1992. The MOU provides that an employee who is within two pay periods of receiving a within grade increase may request a delay in the effective date of the promotion in order to receive the within grade increase before the promotion.

10.9 During contract negotiations, merit promotion was an important issue to both management and the union. The negotiating teams could not agree on an appropriate system for merit promotion. The union and management were very far apart in negotiations, even on their final proposals. Because this issue was so important, management proposed the study group to review systems of other agencies, review regulatory guidelines, and review selection practices in the private sector. The study group proposal was the result of extensive formal and informal negotiations, as well as several written proposals. The study group must produce mutually acceptable results by a deadline of six months from the implementation date of the new contract (August 1, 1993).

ARTICLE 11 - TRAINING

11.1 TRAINING AND DEVELOPMENT: 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 a new position. The Employer and the Union also recognize that each Employee is responsible for applying reasonable effort, time, and initiative in increasing his/her potential through self development and training. There will be a yearly reminder to all Employees of the availability of Government-sponsored training programs including the Finance Office-related training program, the general scope of training, the criteria for approval of training, and the nomination procedures. Upon request, Employees will be allowed to review the list of training courses furnished to each supervisor annually for preparation of the annual training plan. Within 60 calendar days of the beginning of each annual appraisal period, the training needs work plan will be discussed with 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. Employees will sign and date the plan for submission to the Personnel Office.

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 Employee shall be given reasonable notice, normally no less 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 1 week prior to the start of the training whether the request has been approved or disapproved. Notification of approval/nonapproval shall be in writing for career development training requests.

11.3 TYPES OF TRAINING PROVIDED: Subject to available funding, the types of training provided will include but not necessarily be limited to the following:

A. 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 its 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.

B. Career development training is more general training to improve general skills, knowledges, and abilities or career growth potential for Employees. It may include, but not be limited to the Finance Office-related training program, on-the-job training through cross-training on job assignments, OPM or other government-provided training in accordance with appropriate rules and regulations.

11.4 FINANCE OFFICE RELATED TRAINING:

A. This program provides opportunities to Employees for self development. This type of training is not directly related to current or anticipated assignments and duties; however, it is related to the mission and goals of the Finance Office.

B. Employees will receive periodic notices regarding this program. Employees may apply for training under this program by completing a Form FmHA 301-1, Application for Finance Office-Related Training (Appendix G), a Standard Form (SF) 182, Request, Authorization, Agreement and Certification of Training, and a Form FmHA 301-41, Employee Agreement for Finance Office-Related Training. Employees must have at least 1 year of current continuous civilian service in order to be eligible for training in a non-Government facility, such as a college or university. Reimbursement or prepayment of fees will be limited to $300 per course.

C. If requests for this training exceed funding available, the following order of priorities for approval will apply.

1. Accounting-related courses,

2. Automated data processing (ADP)-related courses, and

3. General business or public administration courses.

Within each category, most recent USDA seniority will be used as a tie-breaker if funds are limited. All applications for which funds are not currently available will be approved on a "standby" basis pending future availability of funds and those Employees affected will be notified.

Employees may apply for more than one course per application period. One course at a time will be approved, using the priority order above, until all requestors have one approval. Second requests will then be considered for approval using the same prioritization.

11.5 TRAINING EXPENSES

A. When training is approved, the agency 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 authorized 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, as in the past, to attend. For training that is approved, but not required, the Employee may request excused absence or a schedule adjustment to accommodate the educational or training program in accordance with the provisions of articles 7 and 9. Normally however, career development training will be accomplished during non-duty time outside the Employee's regularly scheduled work hours.

C. Where budgetary requirements necessitate limiting the amount of funds provided for training, the Agency 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. Job-related training will be provided through on-the-job and other in-house methods wherever possible. In the assignment of job-related training, the supervisor will determine needs and approve training based on the priority of the training in meeting organizational goals and objectives. Training priorities will be established in each Employee's annual training plan and revised, as necessary, based on changes in organizational goals and objectives. 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.

3. There shall be priority consideration given to training needs that are associated with the career enhancement program.

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 Employees involved.

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.

The following comments are advisory only and do not constitute actual contract language.

11.4B The latter part of paragraph B has been revised to delete the restriction of "GS-9 and below". The limit of $350 per fiscal year has been changed to $300 per course.

11.4C The priority order for approval of courses has been revised. The categories in priority order are: accounting related courses; automated data processing courses; and general business or public administration courses. All first choice applications for Finance Office Related training will be separated by categories and approved as a whole in the order given as long as funds are available. This process will continue through second and third choices as long as there is money available. If a tie breaker is ever necessary, most recent USDA seniority will be used.

11.5B No more than 2 hours difference between the length of the training class (including lunch) and the length of the employee's regular work schedule, should be used as a guideline for what constitutes a full day of training. Anything more than 2 hours difference would require the employee to report for work for a portion of the day or request leave.

11.6 See also Article 17.I on the subject of retraining in a Reduction In Force or Transfer Of Function.

ARTICLE 12 - EQUAL EMPLOYMENT OPPORTUNITY

12.1 EQUAL EMPLOYMENT OPPORTUNITY:

A. The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons, to prohibit discrimination because of race, color, sex, national origin, age, religion or handicapping conditions, 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 Agency will determine the number of committees and members on each EEO related committee, and the Agency and the Union will have equal membership on each committee. The members need not come from any particular organizational component. The Union shall designate a "chief Union representative to each Committee," who shall be the chief point of contact between management officials or Committee chairs and the Union with respect to the Committee.

Committee members shall have a reasonable amount of official time in which to prepare for and participate in Committee meetings and carry out Committee functions or duties.

All Committees will select their own chairpersons, secretaries, facilitators, or other leaders from among the designated members of the Committee. Minutes of committee meetings must be approved by the full committee and cannot be changed by management. The Union may post the committee approved minutes on the Union bulletin boards if so desired.

B. The parties agree that all reasonable efforts will be made to avoid adverse impact on any group of Employees who are protected under the EEO laws within the limits prescribed by law, fiscal considerations, and work-related conditions. The Employer agrees to engage in impact and implementation bargaining in this regard, where appropriate.

C. The Employer and the Union will conduct a continuing campaign to eradicate every form of discrimination.

D. The Employer will use to the fullest extent possible the present skills of Employees by all means including the redesigning of jobs where feasible and will provide the maximum feasible opportunity to Employees to enhance their skills through on-the-job training, work study programs, and other training measures so that they may perform at their highest potential and advance in accordance with their abilities.

In the administration of the Federal Equal Opportunity Recruitment and Affirmative Action Plan(s), the Employer agrees to place special emphasis on internal recruitment and promotion. Where there are no minority or women bargaining unit Employees available for upward mobility, career development, or special emphasis

programs within the Agency, the Employer will develop, establish, and maintain contact with the minority and female workforce, community groups, schools, universities, and other public and private groups to improve employment status of minorities and women in the workforce.

E. The Agency agrees to provide reasonable accommodation in accordance with law and regulation. The Employer will provide interpreters for hearing impaired employees for at least one session of each special event/program and for third-party hearings where the hearing impaired employee is a witness or grievant.

Where an interpreter for hearing impaired employees is scheduled to be on site and available, the interpreter may be requested for Union meetings, Union "lunch and learns," and to assist hearing impaired employees in consulting with Union officials. Upon the specific written request of any hearing impaired employee, which should be submitted through the Union to the Agency, the interpreter will be assigned to the above types of Union related meetings on an "as available" basis. If the interpreter is not available on the date initially requested because this is not an on-site day or because the Agency has already assigned other duties for that time period, the Union will be so notified so that the Union may re-schedule their meeting and request an alternative time. If the Agency has not finalized a contract with the service for regularly scheduled on-site interpreters by the time this labor contract becomes effective, the Union may request to reopen negotiations on this limited issue in this paragraph.

12.2 AFFIRMATIVE ACTION:

A. The Employer and the Union pledge to work together in developing an Affirmative Action Multi-Year Plan that establishes a mutually-acceptable, results-oriented program for affirmative action intended to resolve problems of underutilization and underrepresentation of the protected groups listed above in accordance with law, regulations and this Agreement.

B. Union input will be requested for making any changes, including those resulting from this Agreement, in all phases of the Affirmative Action Plan (AAP) which affect the bargaining unit. Where disputes develop, formal negotiations shall be initiated, as appropriate, within 10 workdays of written proposals by the Union. Written proposals must be received from the Union within 10 workdays after receipt of the plan.

C. The Employer will publicize affirmative action measures, including the AAP, to all Employees. Employees who wish to read the AAP will be allowed to review their immediate supervisor's copy. Copies of the AAP will be given to each member of the EEO Advisory Committee.

D. Within 1 year from the implementation of this Agreement, the EEO Advisory Committee will conduct a study of the reasons for underrepresentation, if any, of women and minorities in "lead" and other positions above the full working level in each job series of 100 or more and in each stated occupational category. Based

on that study, the Committee will recommend appropriate programs for correcting such underrepresentation.

12.3 EEO COMPLAINT PROCEDURES:

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

B. EEO counselors will inform the Employee of his/her right to have any person of his/her choice as a representative present at all counseling sessions, including the first one. The EEO counselor will also inform the Employee of the options available to the Employee under 5 USC 7121.

12.4 EEO ADVISORY COMMITTEE: The EEO Advisory Committee will, as in the past, advise and assist the Assistant Administrator, Finance Office, in carrying out the objectives of the Employer's EEO Program. The Employer and the Union firmly believe that the effectiveness of the above committee depends on the selection process, the integrity of volunteers, and on their freedom of action in fulfilling their responsibilities. In keeping with this belief, the above committee and the programs under it shall operate with the maximum assistance of the Assistant Administrator, Finance Office. The EEO Advisory Committee will be improved as follows:

A. Necessary training shall be provided for representatives of special emphasis employment programs and EEO Advisory Committee members in accordance with FmHA Instruction 2045-X as soon as possible after their term begins, unless funds are not available or there is a critical need for the Employee's services, and training shall be updated whenever changes are required.

Employees currently on the midshift or night shift will be allowed to affect a 1-day change to attend scheduled committee meetings unless there is a critical need for the Employee's service. It is understood that no more than one night shift/midshift Employee will be assigned to each established EEO Committee.

B. Division directors who have underrepresentation goals will meet with the EEO Advisory Committee at least annually for the purpose of developing and implementing a more effective program.

C. The EEO Advisory Committee will meet at least bimonthly until all Affirmative Action goals are achieved, as long as agenda items have been established. It is the responsibility of the chairperson to solicit and develop, as appropriate, agenda items. The Employer will distribute to Employees an annual report providing a summary of activities of the EEO Advisory Committee.

D. Sufficient official time up to 5 percent will be made available to EEO Advisory Committee members to attend Committee meetings and to carry out projects specifically assigned to them by the Committee. Time for committee assignments can only be refused if the Employee's services are necessary at the worksite; however, supervisors should make every attempt to release Employees to fulfill EEO Advisory

responsibilities when requested. If this is not possible, they should be released as soon as possible based on workload requirements.

12.5 OVERCOMING SEX DISCRIMINATION:

A. It is the responsibility of the Employer to assure that all women have an opportunity to achieve the best possible utilization of their skills, together with the opportunity to improve their skills to the fullest extent practicable so they may qualify for advancement and work at their fullest potential with the Employer. The Employer recognizes that certain policies and programs may greatly contribute to reversing the effects of past discrimination in the future.

B. Sexual Harassment. The Employer and the Union recognize that sexual harassment is a form of misconduct which undermines the integrity of the employment relationship and adversely affects Employee opportunity. All Employees must be allowed to work in an environment free from unsolicited and unwelcome sexual overtures. Therefore, the parties mutually agree to identify and work to eliminate such occurrences. Sexual harassment is defined as deliberate or repeated unsolicited verbal comments, gestures, or physical contact of a sexual nature which are unwelcome. Use of implicit and explicit coercive sexual behavior to control, influence, or affect the career, salary or job of an Employee is sexual harassment. Where an Employee has brought an allegation of sexual harassment, the Employer shall treat such allegations as confidential and shall reveal no more information concerning such an allegation than is necessary to conduct a full, prompt, and serious investigation. When the Employee designates the Union as his/her representative, the Union will be under the same confidentiality requirements.

12.6 FEDERAL WOMEN'S PROGRAM

A. The Employer shall provide necessary training to the Federal Women's Program (FWP) Manager and ensure sufficient time is available to fulfill his/her responsibilities. The FWP Manager will be an ex officio member of the EEO Advisory Committee.

B. The committee members will receive necessary training as soon as possible after their election or appointment, in accordance with FmHA Instruction 2045-X, unless there is a critical need for the Employee's services or funding is not available. Employees currently on the midshift or night shift will be allowed to affect a 1-day change to attend scheduled committee meetings unless there is a critical need for the Employee's service. It is understood that no more than one night shift/midshift Employee will be assigned to the FWP Committee.

C. The Committee will meet monthly to implement and monitor the programs in accordance with FmHA Instruction 2045-X. Written minutes of the meetings will be distributed to all members, and the Committee will post a copy on the bulletin board.

D. The Federal Women's Program Manager will serve as chairperson for the Federal Women's Program Committee.

E. Sufficient official time up to 5 percent will be made available to Federal Women's Program Committee members to attend Committee meetings and to carry out projects specifically assigned to them by the Committee chairperson.
Time for committee assignments can only be refused if the Employee's services are necessary at the worksite; however, supervisors should make every attempt to release Employees to fulfill committee responsibilities when requested. If this is not possible, they should be released as soon as possible based on workload demands.

12.7 OFFICIAL TIME: All Union representation and Employer participation in the program under this article shall be on official time in accordance with FmHA Instruction 2045-X and as outlined in article 18 of this Agreement.

All designated Employees engaged in EEO collateral assignments must obtain advance permission from their immediate supervisor prior to engaging in such activities.

The following comments are advisory only and do not constitute actual contract language.

12.1A Paragraphs 2, 3, and 4 were added to provide guidelines for establishing EEO committees. Old language was removed which discussed committees under each subsection.

12.1E The provision for on-site interpreters was added. The intent is to have an interpreter available on a regular basis; currently the arrangement is for the interpreter to be on-site every Wednesday but this is subject to change. The EEO office will be the contact for interest in using the services.

ARTICLE 13 - CAREER ENHANCEMENT

13.1 CAREER ENHANCEMENT:

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

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

C. The agency will identify Career Enhancement positions, which will be specifically described and announced as Career Enhancement opportunities, and may be filled as such at a grade level which is lower than the target level, with a career ladder to the target level. It is understood that Career Enhancement may also be achieved by:

1. evaluating situations where vacant positions can be filled at lower grade trainee levels;

2. identifying areas where bridge positions could be established in order to provide opportunities for Employees to enhance their careers.

3. reviewing promotion announcements to ensure that the qualifications sought of applicants are necessary for successful performance in the position (e.g., not all secretarial positions require the ability to take dictation).

D. The objectives of the Career Enhancement Program are:

1. to provide participating Employees with skills, knowledges and abilities through experience, assignments and selected courses, to meet OPM qualification standards and to function effectively at the full performance level in the target position;

2. to provide more effective utilization of Employee potential. Potential refers to an individual's capabilities (KSAP's) not normally reflected in the duties and responsibilities of his/her current position;

3. to provide Career Enhancement opportunities for selection of Employees whose current positions do not provide for further advancement and who are in lower grade levels;

4. to provide an in-house base for selection of personnel for the technical, administrative, and professional positions and thus diversify the Employee population in those careers.

13.2 CAREER ENHANCEMENT COMMITTEE: The Career Enhancement Committee will continue to assist in the development, implementation, and monitoring of the Career Enhancement Program.

A. The Committee will consist of three representatives of Management and three representatives of the Union, who will be appointed within 60 calendar days after the signing of this Agreement. Committee membership should overlap from the previous committee as much as possible, and personnel staffing or other experts may, of course, participate in the committee in an advisory status. The committee will be co-chaired by a Union representative and a Management representative who will alternate chairing meetings. In addition to the above members, the FWP Manager and the EEO Specialist and their Union counterparts will be permanent ex officio members of the committee. The co-chairs will establish the next meeting date and furnish copies of minutes to supervisors of committee members.

B. The Committee will meet at least monthly until a comprehensive Career Enhancement Program is in place (unless agenda items have not been established) and thereafter quarterly. It will also meet upon mutual agreement of both co-chairs or at the request of the majority of members. Written minutes of each meeting shall be maintained and distributed to each committee member and a copy posted on the EEO bulletin board.

C. Official time will be provided for Union members' participation in this committee and in carrying out assignments made by the committee chairperson. All members must obtain advance permission from their supervisors to engage in committee assignments. Time for completing committee assignments can only be refused if the Employee's services are necessary at the worksite; however, supervisors should make every attempt to release Employees to fulfill Career Enhancement responsibilities when requested. If this is not possible, Employees should be released as soon as possible based on workload requirements.

13.3 CAREER ENHANCEMENT PROGRAM - SOME SPECIFIC GUIDELINES:

A. Career Enhancement participants/trainees normally will be competitively selected from career or career-conditional Employees in grades GS-1 through GS-9 or their wage grade equivalents.

B. Announcements identifying Career Enhancement positions shall be posted on official Finance Office bulletin boards.

C. Final selection of one candidate for each Career Enhancement position shall be made by the Assistant Administrator, Finance Office; Deputy Assistant Administrator, Financial Systems; or designee from a list of no more than three best-qualified candidates plus one for each additional vacancy, as determined through the merit promotion process. In the event of ties, all tied names will be referred. In the case of Career Enhancement positions, the Career Enhancement Committee will recommend panel members and provide

counselling for them to ensure the guidelines of the Career Enhancement program are followed.

D. Career Enhancement programs may be flexible in terms of length, sequence, and scope of training, in accordance with the needs of the individual trainee and the agency.

E. The participant/trainee will receive career counselling before entering the program, and bimonthly thereafter from his/her designated Career Enhancement Counselor, or as requested by the participant.

F. The participant/trainee shall be placed in the target career ladder series as soon as possible, but no later than successful completion of any agreed-upon special training period or a period of time in a bridge position. The participant will then normally progress in the usual manner up the career ladder. Supervisory reports documenting reasons for holding back a Career Enhancement participant/trainee at any step of this process shall be sent to the Career Enhancement Counselor for review and assistance in correcting the problem. Such notice and assistance will be provided in a timely manner to give the Employee adequate time to correct the problem.

G. Within 1 year from the signing of this Agreement, the Career Enhancement Committee should strive to meet the following objectives:

1. Have in place the program currently being developed to move applicants into the GS-525 Accounting Technician series.

2. Work with Management in SDD, ITD, and CRB to establish a successful Career Enhancement program for the GS-334 series, including at a minimum the following elements:

a. Establishment of an open continuous vacancy announcement for Finance Office Employees for the GS-334-5/7/9/11 career ladder positions.

b. Serious consideration and development, as appropriate, of a true Career Enhancement program to prepare interested Finance Office Employees who do not meet the minimum qualifications for GS-334-5.

c. Establishment of a goal, as appropriate, to maintain a workable percentage of total GS-334 positions below the GS-11 level so that as GS-334 Employees reach the GS-11 level, efforts will be made to bring new Employees into the entry level career ladder program.

3. Consideration will be given by the committee to establish at least one other target Career Enhancement series for review and development within 2 years of the signing of this Agreement.

ARTICLE 14 - HEALTH, SAFETY, AND WELLNESS

14.1 POLICY STATEMENT

A. The Employer shall, consistent with the provisions contained in section 19 of the Occupational Safety and Health Act of 1970, Executive Order 12196, CFR 1960, and all applicable laws, rules and regulations, be responsible for furnishing to and maintaining for Employees places and conditions of employment that are free of hazards that are causing or are likely to cause an accident, injury, or illness to the Employees, to the extent the Employer has control and/or authority to remedy the identified safety and/or health hazards.

B. Where complaints arise in relation to General Services Administration (GSA)-controlled space, equipment, or functions, the Employer will initiate prompt actions with the GSA Building Manager to resolve health and safety hazards. The Employer will keep the Union informed of attempts made to rectify the situation with GSA.

C. The Union has the right to advise Management concerning safety and health problems.

14.2 LABOR-MANAGEMENT OCCUPATIONAL SAFETY, HEALTH AND WELLNESS COMMITTEE:

The current Health and Safety and Wellness Committees shall be continued as follows:

A. The committee shall consist of the following membership:

-- three members to be designated by the Union

-- one member appointed by Management from each of the following organizations:

-- FAD

-- SRDD

-- SDD

-- OD

-- ITD

-- PSMS

-- Staff

-- The Assistant Administrator, Finance Office will serve as a permanent ex officio member of the committee.

-- The Employee Health Clinic nurse, the Safety Officer, and the Wellness Coordinator will serve as permanent members of the committee.

With the exception of permanent members, Management will appoint members from among volunteers solicited from within each division or office, as appropriate. Management agrees that to the extent possible at least 4 of the committee members selected from volunteers will be bargaining unit employees. If there are insufficient volunteers for committee membership, Management will make appropriate selections and coordinate those selections with the Union.

B. The committee shall meet monthly provided there are agenda items. Any member of the committee can submit agenda items to the chairperson. Written minutes of each meeting shall be maintained and distributed to each committee member and the members' supervisors and will be posted on the official Finance Office bulletin boards. The chairperson will be responsible for notifying supervisors of committee members of the next meeting date and any committee assignments.

C. The functions of this committee shall be to develop, implement, monitor and evaluate provisions for the implementation of the Occupational Safety and Health Act of 1970, other applicable laws or regulations, and the provision of this Agreement, including the following specific responsibilities:

1. To review and implement or monitor responses to safety suggestions, accident reports, reports of unsafe and unhealthy conditions where the hazards have been disputed, alleged safety and health program deficiencies, plans for abating hazards, and findings and reports of workplace inspections to ensure that appropriate corrective measures are implemented. If half the members of record on the committee are not substantially satisfied with the response, they may request Management to consider further appropriate investigation to be conducted by the Occupational Safety and Health Administration (OSHA) or other outside/expert parties.

2. On an as needed basis, to conduct a general health and safety inspection to ascertain the existence of actual or potential health/safety hazards in the workplace. The committee will prepare a report of its findings and recommendations for corrective action which will be provided to the Assistant Administrator, Finance Office, and the Deputy Assistant Administrator for Financial Systems. The Safety Officer in his/her capacity as chairperson of the Safety Subcommittee will direct the conduct of this inspection.

3. To promote health and safety education of Employees in general. In particular, educational information will be provided in writing by the committee no later than the end of the second year of this Agreement, and sooner where the committee deems necessary.

4. To provide the opportunity for a long term enhancement of the health and physical fitness of the FmHA St. Louis workforce through the voluntary participation of employees.

5. Within the Health, Safety, and Wellness Committee, there will be established a Safety Subcommittee. This subcommittee will be chaired by the Safety Officer and will include 3 other members including two Union-designated and one designated by Management from among the current Health, Safety, and Wellness Committee.

D. The Union president/designee will be notified and given an opportunity to designate a representative to accompany all health and safety related inspection teams. This will include inspections or investigations of occupational accidents by Employer safety representatives, by an outside agency such as OSHA or the National Institute of Occupational Safety and Health (NIOSH), or by other organizations with expertise in occupational safety and health. During the course of such inspections, any Employee may bring to the attention of the inspector any alleged unsafe or unhealthy working conditions.

E. To carry out the above responsibilities, the committee will be provided by the Agency on a monthly basis, or as available, all information relevant to and copies of accident reports, reported causes of potential safety hazards, safety suggestions, copies of reports required to be filed by regulations that implement EO 12196, accident and illness data, inspection reports, abatement plans, or other health and safety data, and internal and external evaluation reports.

F. Management will post quarterly a sanitized summary of the on-the-job accident or job-related illness reports occurring during the previous quarter.

14.3 TRAINING

A. The Employer agrees that wherever and whenever Employees are required to perform duties which involve potential hazards they will be provided necessary training to perform the job safely.

B. The Employer agrees to provide necessary safety and health training for Union-selected members of the Occupational Safety, Health, and Wellness Committee.

14.4 UNSAFE CONDITIONS

A. An Employee or group of Employees will not be required to work under conditions which are unsafe or unhealthy beyond those inherent hazards which cannot be eliminated by standard safety practice and procedures. In situations where there is reason to believe that unsafe/unhealthy conditions
exist, Management will first take immediate action to correct the unsafe/unhealthy condition, if feasible. If immediate elimination of the problem is not feasible, Management agrees to remove employees from exposure to the condition until the Safety Officer can be contacted to conduct an inspection in accordance with section 14.2D and to identify corrective action, if any, that may be necessary.

B. Imminent Danger Situations. An Employee has the right to decline to perform his/her assigned tasks because of a reasonable

belief that, under the circumstances, the task poses an imminent risk of death or serious harm coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures. Any refusal by an Employee to perform an assignment is subject to Management's right to take disciplinary action for refusal of an assignment if it is determined that there was no reasonable basis for the Employee's allegations of imminent danger. When Employees become aware of safety hazards, the Employee must report the hazard to his/her supervisor. If the supervisor is uncertain whether the condition or corrected condition poses imminent danger, the supervisor shall request an inspection by an Agency Safety Officer. It is understood that at any time a Management official finds there is an imminent danger, the Employee will not be obligated to return to the assignment until the danger is removed. The Employee may be assigned other duties until inspection has been completed and corrective action, if appropriate, has been taken. If no alternative work is available, the Union will be notified prior to the Employee being released in a nonpay status.

C. The Employer/GSA will insure, in compliance with applicable fire and safety codes, that an adequate number of properly maintained fire extinguishers are present in FmHA-controlled space or corridors. Employees will not tamper with or obstruct fire extinguishers.

D. If at any time a Government-owned vehicle is observed by an Employee to be in any way unsafe, he/she will report the problem to his/her immediate supervisor. The vehicle will be taken out of service until it has been restored to a safe operating condition. The use of such a vehicle would constitute an imminent danger situation.

E. Protective Clothing, Equipment and Tools. The Employer will continue, as in the past, to acquire, maintain and require the use of approved safety equipment, approved personal protective equipment, and other devices necessary to provide protection of Employees from hazardous conditions encountered during the performance of official duties in selected work areas. The use of protective equipment and clothing is only acceptable in connection with adequate Employee training, equipment selection, and equipment maintenance programs. At no time shall the use of personal protective equipment be a substitute for feasible engineering controls.

F. Ventilation. In making determinations regarding employee health and safety with respect to ventilation, temperature, and humidity, Management agrees to comply to the extent reasonably achievable with existing and future laws and existing Government-wide regulations as administered by the GSA.

Should the Union make arrangement with the Public Health Service or other safety/health experts approved by the GSA to inspect the work environment occupied by bargaining unit Employees, the Employer agrees to cooperate with such experts during the conduct of the inspection as long as the Employer is permitted to have a representative (normally, the Safety Officer) present during
the inspection, and the inspection is conducted in coordination with and has the approval of the GSA Field Officer Manager. It is understood that by so agreeing, the Employer is not obligated to share

in the costs of such inspection, nor is the Employer bound to accept the findings or to act consistent with the recommendations resulting from such inspection.

Management through the Safety Subcommittee will place a priority on conducting an active abatement program to reduce any existing or future problems with ventilation, humidity, and temperature in the working environment. Management will take reasonable steps to assure compliance with temperature level guidance. Normally, and to the extent it is within Management's control, temperatures in working areas will be maintained between 65 and 80 degrees F. Should temperatures consistently fall outside the normal range in any area where Employees are routinely assigned to work and normal steps taken to assure temperature compliance prove unsuccessful, the Safety Officer will be contacted to conduct an inspection of the area in accordance with section 14.2D of this agreement and to identify corrective action, if any, that may be necessary and within the Employer's control to bring the area into compliance.

G. Asbestos. A complete inspection of the areas in which FmHA Employees must work (at least the first three floors) shall be conducted by a qualified expert with Union participation to determine if any asbestos is contained in the areas. This inspection will be completed and the results published within 6 months from the signing of this Agreement.

H. Clean-up Time. Subject to the availability of adequate funding, Management will develop an action plan providing for the annual shampooing of one third of the carpeting located in space occupied by the FmHA St. Louis. A similar action plan will be developed for the cleaning of one fourth of the drapes located in space occupied by the Finance Office. Additionally, Management agrees that on an annual basis employees will be provided up to 4 hours of duty time to conduct a "clean-up" of work areas occupied by FmHA St. Louis employees. Such time will not be chargeable for production purposes. It is understood that such "clean-up" periods will either be scheduled by Management to include employees in a specified location or organization or must be approved in advance by the immediate supervisor if conducted on an "ad hoc" basis.

It is further agreed that employees are obligated to observe reasonable standards of cleanliness regarding any food or drink consumed within workspaces.

14.5 REPORTING AND ABATEMENT OF UNSAFE/UNHEALTHFUL WORKING CONDITIONS

A. The Employer agrees to assure response to Employee reports of unsafe and unhealthy working conditions and require an inspection within 24 hours for potential serious conditions and ten (10) workdays for other conditions. An Employee or Union Steward is authorized to request an inspection of the workplace through is/her supervisor when he/she believes an unsafe or unhealthy condition exists.

Normally, an unsafe/unhealthy working condition which results in the authorized cessation of work, as provided in sections 14.4A or 14.4B,

would constitute a potentially serious condition. A form has been developed for Employees to notify Management of health or safety complaints. One copy will be provided to Management; one copy will be provided to the Union, and one will be retained by the Employee (Appendix H).

B. The Employer agrees to post notices of hazardous conditions discovered in any work area. This notice shall be posted at or near the location of the hazard and shall remain posted until the cited condition has been corrected or 3 workdays have elapsed, whichever is longer. Such notices shall contain a warning and description of the unsafe or unhealthy working conditions, any precautions required by applicable regulations or the Occupational Safety, Health and Wellness Committee.

C. The Employer agrees to assure prompt abatement of unsafe or unhealthy working conditions. When this cannot be accomplished, the Employer agrees to develop, following consultation with the Safety Subcommittee, an abatement plan setting forth a timetable for abatement and a summary of interim steps and milestones. Employees exposed to such conditions shall be informed of the abatement plan and the Safety Subcommittee shall be consulted during the implementation plan.

Abatement plans will attempt to resolve the hazard at its source. If this cannot be done immediately, the abatement plan will include a statement as to when the hazard will be eliminated at its source, as well as what methods will be used to mitigate the hazard in the meantime.

D. The Employer shall assure that no Employee is subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthy working condition or for other participation in an agency occupational safety and health program.

E. The procedures established in the safety and health program shall not preclude the right of any Employee to file a grievance at the appropriate step of the grievance procedure.

14.6 ON-THE-JOB INJURY/ILLNESS

A. When an Employee is injured or becomes occupationally ill in the performance of his/her duties, he/she will be informed by the Employer of the procedures for filing a claim for benefits under the Federal Employees Compensation Act. The Employer will inform the Employee of leave options including sick leave, annual leave, and leave without pay and the implications of each in respect to workers compensation pending a ruling by the Office of Workers Compensation Program (OWCP). The Employer agrees to issue a notice to all employees explaining the rights of employees injured on the job.

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

14.7 HEALTH SERVICE PROGRAM

A. The Employer will continue to maintain an occupational health program. The Service provided will normally consist of:

1. Treatment of on-the-job illness/injury requiring emergency attention.

2. Periodic examination. Full physical examinations will be offered on a two (2) year cycle beginning with the oldest Employee first. The number of examinations to be offered will be determined by Management. The Employer also agrees to provide specific physical examinations and medical testing for those Employees who have been exposed to potentially dangerous or unhealthy working conditions while working for the Employer.

3. Referral of Employees to private physicians.

4. Preventive programs relating to health.

If permanent night shifts are established totalling 300 or more Employees on a single night shift, full health Service will also be established during hours overlapping the night shifts subject to availability of funds and in accordance with laws and regulations.

B. Evening and Night Shifts. Management will insure adequate measures are taken to respond to evening and night shift Employee needs in relation to illness or injury. In this respect, an Employee who becomes ill on the job will be granted sick leave in accordance with the provisions of article 9. Employees requiring non-job related emergency medical treatment may be transported to and from the nearest medical facility and will be granted up to 2 hours of administrative leave with any remainder charged to sick leave for the time they are away from work. Normally, transportation will be provided by supervisory personnel or other adequate means as the emergency dictates. Management will assume necessary costs. If a fellow Employee volunteers to provide this Service and the supervisor approves, that Employee will be placed on administrative leave. It is agreed that Employees granted up to 2 hours of administrative leave to visit the nearest medical facility during working hours will use Form FmHA 301-10, Referral to Employees Health Clinic, which may be obtained from the supervisor for medical documentation supporting the visit and the duration of the visit and will be provided to the supervisor upon the Employee's return to duty. If the absence exceeds the 2 hours administrative leave for which the Employee was released from duty, he/she must seek approval of any additional sick leave from his/her supervisor. The Employee must call his/her supervisor in any event, if the absence is to be more than 2 hours in order to arrange appropriate charges to leave.

The Employer agrees to review the adequacy of the 2 hour administrative leave policy for medical treatment at the nearest medical facility within 6 months after the effective date of this LMR Agreement. The results of this review will be discussed with the Union and appropriate changes will be made as mutually agreed to by the Employer and the Union.

C. First Aid Training. Management will make available CPR and First Aid training for Employees on evening and night shifts. Employees may attend on a voluntary basis.

D. Where full health facilities are not available on all shifts or worksites, first aid kits will be made available and maintained in the working area(s). Full instruction for care of illness or injury will be issued and posted in the work areas.

The following comments are advisory only and do not constitute actual contract language.

14.4 The old language in paragraph C has been deleted: " . . . normally no fewer than two (2) employees shall be allowed to work in a section without periodic checks being made in the area by a supervisor or other senior employee." This sentence was removed due to the agreement for extended work hours and credit hours. The absence of this language will leave the issue of an employee working alone to the discretion of the supervisor.

14.4A The Safety Officer is Steve Hodgson and he can be reached at extension 2413.

ARTICLE 15 - POSITION CLASSIFICATION AND PERFORMANCE APPRAISAL

15.1 STATEMENT OF POLICY

A. Performance Management is the systematic process by which an Agency integrates performance, pay and awards systems with its basic Management functions for the purpose of improving individual and organizational effectiveness in the accomplishment of Agency mission and goals.

B. The Agency agrees to provide the Union with copies of any regulations, instructions or changes to its performance Management system which are applicable to the bargaining unit.

C. The parties hereby acknowledge that, consistent with applicable Government-wide regulations and this Agreement, Performance Management plans for Employees are used as a tool for executing basic Management and supervisory responsibilities by:

1. communicating and clarifying Agency goals and objectives;

2. identifying individual accountability for the accomplishment of organizational goals and objectives;

3. evaluating and improving individual and organizational accomplishments; and

4. using the results of performance appraisal as a basis for adjusting basic pay and determining performance awards, training, rewarding, reassigning, promoting, reducing in grade, retaining and removing Employees.

D. The Employer's performance appraisal system as applied to bargaining unit Employees will be fair, equitable, objective and job-related. Appraisals of performance will make allowance for factors beyond the Employee's control which affect the Employee's ability to perform. Performance standards will be in writing and will be given to Employees no later than 30 calendar days after the beginning of an appraisal period or change in assigned tasks resulting in a change in performance standards. Management agrees that its performance appraisal system will be in accordance with the provisions of applicable law, Government-wide rules and regulations and this Agreement. Where performance measurement is to be a factor in a personnel decision, this appraisal system will be the sole procedure used to establish an Employee's performance rating. The performance standards alone will establish the basis for the performance rating. Issues not covered by the standards such as Employee conduct will not be considered in the rating.

E. These procedures will apply to all bargaining unit positions except as provided in 5 CFR 430.202 and DPM Chapter 430, subchapter 1-2a (Government-wide and Department regulations).

15.2 DEFINITIONS

A. Appraisal - The act or process of reviewing and evaluating the performance of an Employee against the described performance standards.

B. Appraisal Period - The period of time established by this Agreement for which an Employee's performance will be reviewed.

C. Appraisal System - The method used, in accordance with this Agreement, to identify critical and non-critical elements, establish performance standards; communicate elements and standards to Employees; establish methods and procedures to appraise performance against established standards, and provide appropriate use of appraisal information in making personnel decisions.

D. Appraisal Unit - The unit of measure to establish the relative weighted value of critical and non-critical elements.

E. 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.

F. Non-Critical Element - A component of an Employee's position which does not meet the definition of a critical element, but is of sufficient importance to warrant written appraisal and the assignment of an element rating.

G. Performance - An Employee's accomplishment of assigned work or duties and responsibilities as specified in the critical and non-critical elements of the Employee's position.

H. Performance Element - A duty or responsibility for which an Employee is accountable and responsible and identified as either a critical element or other element.

I. Performance Plan - The aggregation of an Employee's written critical and non-critical elements and performance standards along with the written statement of the methods and procedures which will be used to appraise the Employee's performance against the standards. The methods and procedures which will be used to appraise the Employee's performance against the standards will be communicated to the affected Employees in writing but not necessarily typed on the appraisal form.

J. Performance Standard - A statement established by Management which, to the maximum extent feasible, establishes the objective criteria or requirements for a critical or non-critical element at a particular rating level. A performance standard may include, but is not limited to, factors such as quantity, quality, timeliness, and the extent of courtesy to the public or field personnel.

K. Annual Performance Rating Cycle - The annual performance rating cycle runs from July 1 to June 30 of each year. The shortest period of time for which an Employee can be rated is 90 days. The longest period is 15 months, except when the rating period is extended in order to provide the Employee notice of a decline in

performance. The appraisal period is normally 12 months. A rating of record may not be given unless elements and standards were established and communicated to the Employee, and the Employee has served under those elements and standards in the current position for 90 days or more.

L. Progress Review - A review of an Employee's progress toward achieving the performance standards, and not in itself a rating. This includes oral and written progress reviews. Each supervisor should use the performance review as a continuing process and an informal part of his/her daily work routine. The review should be accomplished as frequently as necessary to enable the supervisor to identify the need for changes in performance elements and standards, improvement in work accomplishments, progress to date, etc.

M. Element Rating - The level of performance on an individual element which is determined by comparing accomplishments to the performance standard. Element rating levels are "Exceeds Fully Successful," "Fully Successful," and "Does Not Meet" the "Fully Successful" level.

N. Decision Table - A matrix used for deriving a summary rating from appraisal of individual elements. (See Appendix M.)

O. Rating of Record - The summary rating which is required at the time specified in the performance Management plan for annual ratings and which may be required at the time a performance-related personnel action is taken when the personnel action is in conflict with the rating of record on file.

P. Summary Rating - The written record of performance and the appraisal of each critical and non-critical element and the assignment of a summary rating level. Summary rating levels are "Outstanding," "Superior," "Fully Successful," "Marginal," and "Unacceptable." The summary rating is calculated using the "Decision Table."

Q. Unacceptable Performance - Performance of an Employee which does not meet established "Fully Successful" performance standards in one or more critical elements of the Employee's position.

15.3 PROCEDURES FOR DEVELOPING PERFORMANCE PLANS

A. Critical elements and standards will be in writing on the Performance Appraisal Worksheet. They will be reviewed by the supervisor and Employee during performance discussions, modified as necessary as determined by Management, and will be issued to Employees within 30 calendar days after the beginning of an appraisal period or change in tasks or level definitions resulting in a change in performance standards.

B. When a work assignment changes significantly, whether or not the work assignment change requires a personnel action, the affected performance plans shall be reviewed to determine whether revision or reestablishment is necessary. Employees will be informed and participate as provided in this Agreement when any revisions are made to their performance plan. Employees who believe that revisions

to their performance plan are warranted due to substantial changes in work assignments may propose such changes to their immediate supervisor/rating official for consideration.

C. For bargaining unit positions, the following procedures will apply regarding Employee input on performance standards:

1. Management will prepare proposed performance standards and issue the proposed standards to Employees.

2. No earlier than 5 workdays after receipt of the proposed standards, input from bargaining unit Employees will be obtained as follows:

a. For those positions where more than 10 Employees are on the same performance standards, representative groups of Employees will be chosen. For the first 10 Employees affected, Management will appoint two Employees, and the Union will appoint two Employees to represent the remaining Employees. These Employees will meet with appropriate Management officials to provide input on the proposed standards. For each additional full five Employees, Management and the Union will each appoint one representative.

b. For those positions where 4 to 10 Employees are on the same performance standards, all Employees will meet with appropriate Management officials to provide input on the proposed standards.

c. For those positions where 1 to 3 Employees are on the same performance standards, Management will obtain written feedback from Employees on proposed standards.

d. Under no circumstances will such representative meetings prohibit individual Employees from requesting to meet with a supervisor to provide oral input or to provide such input in writing in an effort to resolve any disagreement or misunderstanding.

D. There shall be no secret studies bearing on performance standards. All studies concerning performance standards conducted by the Employer will be conducted on a representative group of workers under typical working conditions. Studies will take into consideration fluctuations which may skew results positively or negatively. Advance notification will be given to the Union and Employees of such studies. Studies referred to in this paragraph do not include a supervisor's ongoing review of performance data to determine if adjustments in standards should occur.

E. After discussion of draft standards with affected Employees, Management will prepare final performance standards for distribution. The supervisor and the Employee will sign a copy of the standards and a copy will be given to the Employee for his/her records.

F. The designated Union representative will be invited to any formal discussions held regarding performance standards in accordance with law. Supervisors should make maximum effort to seek

out questions and concerns of Employees in setting performance standards.

15.4 APPRAISAL OF PERFORMANCE

A. Notifying Employee of decline in performance. If an Employee's most recent written rating in an element is "Fully Successful" but his/her performance of the same element has fallen to the "Does Not Meet" level, the Employee's performance rating of record will not reflect the lower rating unless the Employee has been notified of the decrease in his/her performance level at least 30 days prior to the issuance of the new rating. This will not preclude the supervisor from postponing issuance of the rating, if necessary, to meet this requirement for advance notice, even if such postponement would extend the rating period beyond 15 months. In notifying the Employee of the decline in performance level, the supervisor will explain how the Employee may improve performance to the "Fully Successful" level and what additional assistance, if any, will be provided to the Employee to improve his/her performance.

B. Progress reviews. During the rating period, performance discussions will occur on a semiannual basis, unless an Employee's performance is "Marginal" or below in which case discussions will occur at least quarterly. These reviews will be documented on the appraisal worksheet or attachment thereto. They will be used to advise Employees of their current performance and to ensure that critical and noncritical elements and performance standards are appropriate and current. The Employee may submit written comments into the record on any appraisal conference.

C. Documentation of Accomplishments. At the end of the appraisal period, the supervisor will document the Employee's accomplishments on the performance appraisal worksheet. Documentation is required for each element appraised "Does Not Meet," "Exceeds" and for a summary rating of "Outstanding." If the performance is at the "Fully Successful" level, the check-off block may be used, and no additional documentation of accomplishments is required on the form. However,
rating an Employee "Fully Successful" will not release the supervisor from any responsibility to explain the basis for the rating and to review with the Employee performance-related data maintained to arrive at the rating.

D. Multiple Appraisals. Multiple appraisals of performance made during the appraisal period will be combined in deriving the Employee's next annual rating of record. Consideration given to each multiple or interim appraisal will be proportionate to the time period covered by the appraisal (mathematical computation). Additionally, in accomplishing the summary rating of record, some consideration will be given to factors such as substantial improvement in the level of performance during the appraisal period. Such consideration may only be given in the interest of accomplishing an accurate overall rating of record. Such consideration may or may not result in a change to the Employee's rating as determined by the mathematical computation. If such factors result in the rating official assigning an Employee a rating of record different from the level apparently warranted by the mathematical computation required

above, the rating official will document the explanation for this deviation on the rating of record.

1. Details. When an Employee is initially detailed, temporarily reassigned or temporarily promoted to a position for 90 days or more, the supervisor to whom the Employee is assigned during this period must develop a performance plan within 30 days of the beginning of the assignment for issuance to the Employee. Upon development, the plan will be communicated to the Employee for the Employee's input. A summary rating will be prepared to document the Employee's accomplishments at the end of the detail, temporary reassignment or temporary promotion. For details, temporary reassignments or temporary promotions of less than 90 days duration, no written performance rating will be developed. However, some documented record of the Employee's performance will be kept and considered when the annual rating of record is prepared.

2. Position Changes. When an Employee changes positions during the appraisal period, and the Employee has served under the same performance requirements at least 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.

3. Change in Supervisor. When an Employee works under different supervisors during the appraisal period, each supervisor of 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 90 days.

4. Transfer of Rating. Should an Employee transfer to a new Federal agency, department, or organization after serving at least 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.

E. Allowances for Factors Beyond the Control of the Employee.

1. When evaluating Employees' performance, supervisors will take into consideration and, where applicable, make allowances for factors beyond the control of the Employee which impact to a measurable degree on the Employee's ability to perform and to meet the performance standards and which were not taken into consideration in establishing performance requirements. If such factors result in the supervisor assigning an Employee a rating different than the level apparently warranted by the performance standards, the rating official will document the justification for this deviation in the accomplishments column of the performance appraisal worksheet. If the Employee believes that such an allowance or adjustment should be made to his/her appraisal, but the rating official disagrees, the Employee may provide his/her reasons for the adjustment in a written request, which will become part of the performance appraisal. If the supervisor denies the request he/she will document the reason for the denial in the accomplishments column of the performance appraisal worksheet. The Employer agrees that there will be basic consistency in its application of the same performance standards for the same positions. Such

consistency in application, where appropriate, will also apply to so-called factors which are beyond the Employee's control.

2. To the extent that such requirements are established, Employees will be informed of any minimum available volume and/or time requirements which are to be met in order for an Employee's work to be subject to appraisal. When an Employee has performed a task but there has been insufficient volume or time on the task for the Employee to be rated on the job, the reason for the Employee not being rated will be identified on the performance appraisal worksheet. If there are other reasons for the Employee not to be rated on a particular element, Management will inform the Employee at the time the decision is made.

3. It is understood and agreed that, in accordance with applicable law and regulation, when appraising the Employee's performance, supervisors will consider an Employee's performance of any outside official duties which may have adversely affected his/her ability to meet performance standards. Such consideration may or may not result in the Employee's rating being changed from that determined based on Employee's actual work performance. Employees will not be discriminated against in their performance ratings because of authorized participation (in accordance with the Labor-Management Relations Agreement (LMRA)) in activities protected under the Federal Labor Relations Statute or EEO law.

F. Error Verification. When error rates are utilized in determining performance standards, errors must be verifiable. Quality reviews will occur on a regular, recurring basis, depending on the type of position held, and will cover enough of the Employee's work to ensure an accurate picture of the Employee's performance. Quality reviews will only be performed after the Employee has been informed of the quality review procedures and the definition of an error. Error verification procedures used in applying the same performance standards will be applied consistently to Employees occupying the same position and covered by substantially similar performance plans.

When an Employee's performance standards identify complaints (e.g., by the field, the public) as a basis for evaluating performance, within a reasonable period of time following receipt of the complaint, the complaint will be discussed with the Employee who will be provided an opportunity to respond prior to the complaint being used to evaluate performance.

G. Grievance Procedure

1. Employees may grieve actions under this article through use of the negotiated grievance procedure except as limited by appropriate laws and existing Government-wide rules and regulations.

2. It is understood that elements and standards are grievable only to the extent permitted in accordance with applicable Federal Labor Relations Authority (FLRA) decisions. A dispute involving the application of performance standards shall be subject to the negotiated grievance procedure where there has been an adverse effect on the Employee as a result of the application. It is also understood that disputes regarding failure to follow the procedures

outlined in this article may be subject to the negotiated grievance procedure.

3. The parties agree that the first step meeting of the Employee grievance procedure (described in article 5 of the LMRA) will be waived when both parties to the grievance agree to such waiver in writing. Within 5 workdays of waiving the first step meeting, the supervisor will provide the Employee's representative with his/her decision regarding the grievance.

4. If an Employee submits a written request to the supervisor to review documentation supporting the rating he/she has been assigned by the supervisor on a written performance appraisal, such request will be complied with by the supervisor within 5 workdays of receipt. Where an Employee has designated a Union representative in writing, such disclosure will be made to the designated representative in the same manner described above.

5. Where an Employee has requested in writing that his/her supervisor provide access to the documentation supporting the rating he/she has been assigned and such request is made within the timeframe for initiating a grievance under the negotiated grievance procedure, the Employee will have 3 workdays beyond the date he/she received access to the information to process his/her grievance. In no case will the Employee have less than 15 workdays from the appraisal date to pursue the grievance.

H. Records of Performance.

1. Supervisors shall maintain records of performance in accordance with article 3, section 3.3 and this section.

2. Supervisors shall maintain performance data sufficient to support all portions of the standard applied in determining the rating assigned to each element.

3. Data maintained in accordance with 2, above, will support any written rating issued the Employee. Supporting data will be maintained at least 30 days after the issuance of the written rating, provided the rating has not been grieved.

4. The annual overall rating will be kept on file no less than 3 years.

5. In the case of a denial of within-grade increase for which an Employee has requested reconsideration, the following documents will be maintained to support the appeal process:

a. a copy of the notice of negative determination;

b. the Employee's written request for reconsideration, if one is made;

c. a report of inquiry, if one is made;

d. a written summary of any personal presentation, if one is made; and

e. a copy of the decision on the request for reconsideration.

6. The Employee and the Employee's designated Union representative in any request for reconsideration, appeal or grievance regarding a performance-based personnel action, such as the denial of a within-grade increase, will have the right to review any of the materials relied upon in effecting the action.

I. Information to Employees Covered by the Plan/Training

1. Management agrees that all covered Employees will be informed of applicable procedures contained in this article as well as in the governing regulations and instructions. Management will ensure that Employees are made aware of the following aspects of the performance Management system:

a. definition and significance of critical elements;

b. definition and significance of performance standards;

c. relationship of performance appraisal to awards, pay increases and other personnel actions;

d. procedures for grieving performance appraisals;

e. use of performance appraisal forms; and

f. nature, purpose and frequency of progress reviews.

15.5 LINKAGE TO OTHER PERSONNEL ACTIONS AND DECISIONS

A. Within-grade increases.

1. Eligible Employees shall be granted a within-grade increase (WGI) when the Employee's performance in all critical elements meets or exceeds standards established at the "Fully Successful" level and when the Employee's summary rating is "Fully Successful" or better. The decision to grant or withhold a WGI is based upon an Employee's rating(s) of record within the appropriate waiting period. When a WGI decision is not consistent with the Employee's most recent rating of record, a more current rating of record must be prepared and will be used in making the acceptable level of competence determination.

2. After a WGI has been withheld, the immediate supervisor may grant the WGI at any time it is determined that the Employee has demonstrated sustained performance at the acceptable level of competence in accordance with the requirements of Government-wide regulations. For this purpose, the immediate supervisor will conduct a

review of the Employee's performance at least every 90 days following the original due date for the WGI. Such review will be documented on the performance appraisal worksheet as a quarterly progress review. If the Employee's performance is determined to have been sustained at the acceptable level of competence based on these reviews, a new rating of record will be prepared and the WGI granted in accordance with Government-wide regulations and this Agreement.

B. Promotions.

Performance ratings shall be considered in evaluating Employees for promotion and reassignment to positions with greater promotion potential based on their relationship to the job in question. When an Employee receives a merit or career promotion, a summary rating will be prepared covering the Employee's time in that position and grade which is not already documented in a summary rating. An Employee in a career ladder position shall timely receive his/her career promotion to the next higher grade in accordance with the provisions of article 10, section 10.7D of the current LMRA as long as his/her current rating of record is "Fully Successful" or better.

C. Pay Increases and Performance Awards.

Performance ratings shall be used as the basis for granting pay increases (e.g., QSI's) and performance awards, in accordance with Government-wide rules, regulations and the parties' negotiated Agreement on awards.

D. Unacceptable Performance.

1. This section does not apply to temporary or probationary/trial period Employees.

2. Prior to proposing a formal action to remove or demote an Employee for unacceptable performance, the Employee is entitled to a 90-day period in which to improve his/her performance. The Employee will be given a written 90-day warning notice which will include a performance improvement plan. This plan may include provisions for such things as training, counseling, coaching, setting short-term specific job assignments and goals, regularly scheduled supervisory conferences, etc. Where warning notices are issued too near the end of the evaluation period to allow for a full 90-day warning, the official rating will be postponed. However, this provision is not to be interpreted as restricting the supervisor from initiating and proceeding with an unacceptable performance action at any time during the rating period when the Employee's performance has become unacceptable.

3. If action for unacceptable performance is necessary, prior to proposing removal of the Employee, Management will give reasonable consideration to locating a vacant position for reassignment or demotion of the Employee which could be offered to the Employee and for which the Employee meets the qualification requirements and could reasonably be expected to perform at the "Fully Successful" level with a minimum of training.

4. When Management proposes an action to demote or remove an Employee, a 30-day advance written notice of proposed action will be given to the Employee. This will include the specific reasons for the proposed action. The Employee shall receive two copies of the notice and, upon request, a copy of the evidence file. The Employee will be granted 14 calendar days to respond to the notice. Extensions for good cause should be granted.

5. A final decision to take an action under this section shall not be effective until after the end of the advance written notice period. Employees will be advised of their appeal and representation rights.

E. Reduction in Force. Results of annual performance appraisals will be used to establish service computation dates and will affect assignment rights in accordance with applicable Government-wide rules and regulation, and the parties' LMRA.

15.6 POSITION CLASSIFICATION.

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

B. The parties agree to the principle of equal pay for substantially equal work.

C. Disputes which may arise over whether or not an Employee's position description is accurate, if unresolved between the Employee and the supervisor, may be processed through the negotiated grievance procedure. Disputes regarding the appropriate schedule, title, series or grade are covered under established classification appeal procedures and may only be appealed through these procedures.

D. The Employer will provide every Employee with an accurate position description covering regular and recurring duties and responsibilities. It is understood, however, that every assignment an Employee may perform will not be outlined in a position description. The Employee will be encouraged to discuss any changes or inaccuracies with the supervisor.

The following comments are advisory only and do not constitute actual contract language.

15.1D Performance standards must be in writing and given to employees no later than 30 calendar days after the beginning of an appraisal period or change in assigned tasks resulting in a change in performance standards. The beginning of an appraisal period includes an employee's entry on duty with FmHA, change to lower grade, reassignment, promotion (merit or career), beginning an extended detail (90 days or more), change of supervisors, etc.

15.2K The shortest period of time for which an employee can be rated is 90 days. If an employee has not been under your supervision or under the same performance standards for at least 90 days, you should not rate them for that period of time. That time just drops out of the rating period. For example, if an employee is promoted on September 9, you would not have to do an interim rating because there was not a period of 90 days between July 1 (when the new appraisal period began) and September 8 (the day before the promotion was effective). When you do your annual rating of record, you should show the entire appraisal period on the AD-435, (July 1 through June 30), but notate somewhere on the form that the period July 1 through September 9 was not rated because the employee was not under the performance standards (or supervisor) for at least 90 days.

15.3 If you are changing performance standards or adding new ones, you must follow the procedures in section 15.3C for obtaining input from your employees.

15.3 D "Secret studies" include those where employees (and the union) are not notified of the study; where information is gathered without input or verification from the employees; where there is a formal or informal report with recommendations about performance standards and there is no employee or union input; or where the union or employees are not informed of the results of the study.

15.4A You cannot rate an employee "Does Not Meet" in an element which was previously "Meets Fully Successful" unless you have notified the employee of the decline in his performance at least 30 days prior to the issuance of the rating. This notification does not have to be in writing, but if it isn't, be sure you have documented your conversation with the employee.

15.4B You must conduct progress reviews with your employees at least semi-annually. If an employee's performance is "Marginal" or "Unacceptable" you must discuss his performance with him at least quarterly. If the employee's performance is "Unacceptable", contact your servicing Employee Relations Specialist for further guidance.

15.4D Multiple ratings made during the year (interim ratings) will be combined in deriving the employee's annual rating of record. For example, if your employee was promoted on October 15, you would do an interim rating for the period July 1 through October 14. If the employee was reassigned on February 1, you would do another interim rating for the period October 15 through January 31. (Copies of both of these interim ratings should be given to the new supervisor). Then,

the supervisor who has the employee on June 30 will do a rating for the period of time he has had him, February 1 through June 30, and combine that rating with the two previous interims to arrive at the employee's annual rating of record.

15.4D1 When an employee is detailed, temporarily promoted, or temporarily reassigned, to a position for 90 days or more, the supervisor to whom the employee is assigned during this period must give the employee performance standards. If no standards exist for that job, you must develop them and get the employee's input (see section 15.3C). At the end of the detail, temporary reassignment, or temporary promotion you must do an interim rating. If the assignment was for less than 90 days, no written rating is due. However, you must keep some documented record of the employee's performance and pass this on to his supervisor so it can be considered when the annual rating of record is prepared.

15.4D4 If an employee transfers to another Federal agency or leaves FmHA for any reason, a rating of record should be done. This is due to the new regulations on RIF's which states that performance appraisals for the last 3 years will be used in determining a RIF register. This ensures that a rating for the last period of time the employee worked at FmHA is on file and can be used should the employee be involved in a RIF.

15.5A Employees will not receive a within grade increase unless the employee's rating of record in the NFC personnel database is Fully Successful or better. The rating of record does not change when the supervisor signs the AD-658 (Within Grade Increase Record) that the employee is at an acceptable level of competence. The within grade personnel action (which is processed automatically in the system) will not process if the employee's rating of record is not changed. The supervisor must issue a completely new rating of record showing that the employee's performance is Fully Successful or better.

For Example: If an employee's most recent rating of record is "Fully Successful" or above, but his/her performance has declined to the "Marginal" or "Unacceptable" level, he/she will still get his WGI unless you prepare a new rating of record and it is entered into the system. Conversely, if the most recent rating is "Marginal" or "Unacceptable" and his/her performance has improved, he/she will not be able to get his WGI until you prepare a new performance rating and it is entered into the system. When you have an employee who is due for a WGI, be sure to check to see that the most recent rating of record is consistent with the action you are taking on his/her WGI determination. If it is not, contact your servicing Employee Relations Specialist. This is especially important if you will be denying a WGI because a letter to the employee must be prepared notifying him/her of the denial and his/her rights to a reconsideration.

Also, if a supervisor wishes to deny a within grade increase, he/she must notify the Personnel Office as soon as possible because filling out the AD-658 will not in itself stop the system from automatically processing the within grade increase. The supervisor must complete a new rating of record reflecting unacceptable performance.

15.5D2 Prior to proposing a formal action to demote or remove an employee for unacceptable performance, contact your servicing Employee Relations Specialist. She will assist you in preparing a notice to the employee of a 90-day "opportunity-to-improve" (OTI) period and will advise you of the procedures to be followed during that period.

You do not have to wait until the end of the rating period to place an employee on an OTI period. This should be done as soon as you recognize that the employee's performance has become unacceptable.

15.5D3 This section requires us to consider locating a vacant position for reassignment or demotion when an employee faces an action for unacceptable performance. The Staffing & Classification Section reviews an employee's qualifications, reviews vacant positions which we believe will be filled, and matches the two. The supervisor of the vacancy is then contacted by the Personnel Office. There is no requirement that the supervisor of the vacancy select this person; however, the person should be considered for the job. The Personnel Office will document efforts to locate a vacant position for the employee.

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 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 counselled 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 SUSPENSIONS OF 14 DAYS OR LESS: In cases of suspensions of 14 days or less, the following procedures will apply:

A. The Employee will be provided with a minimum of 7 calendar days advance written notice which states:

1. The entire specific charge including which rules or regulations were violated;

2. A complete description of any other evidence relied upon; and

3. The proposed action.

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

C. The Employee shall have the right to respond orally or in writing or both (within 7 calendar days of notification) to the Management official designated to render a decision or to his/her designee. Where the response requires additional time to prepare, the Employer will grant reasonable additional time to the Employee and/or the representative upon written request.

D. The Employee shall have the right to be represented by the Union or by a representative of his/her choice.

E. The deciding official, or designee, shall issue a decision as soon as possible but no later than 30 calendar days after the Employee's response unless the parties involved mutually agree to extend the time limits.

16.3 SUSPENSIONS OF MORE THAN 14 DAYS, REDUCTIONS IN GRADE OR PAY, FURLOUGHS FOR 30 DAYS OR LESS, OR REMOVALS:

In cases of suspension of 15 days or more, or more severe actions, the following procedures shall apply:

A. The Employee shall be provided with a minimum of 30 calendar days advance written notice (unless the Employer invokes the crime provisions) which shall include:

1. The entire specific charge including which rules or regulations were violated;

2. A complete description of any other evidence relied upon; and

3. The proposed action.

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

C. The Employee shall have the right to respond orally or in writing or both (within 10 workdays of notification) to the Management official/designee designated to render a decision. Where the response requires additional time to prepare, the Employer will grant reasonable additional time to the Employee and/or the representative upon written request.

D. The Employee shall have the right to be represented by the Union or any representative of his/her choice.

E. The deciding official, or designee, shall issue a decision as soon as possible but no later than 90 calendar days after the Employee's response unless the parties involved mutually agree to extend the time limits.

16.4 ALTERNATIVE APPEALS: The Employer shall provide a statement of applicable appeal/grievance rights as provided in 5 USC Section 7121 and a clear description of how the Employee may exercise these alternatives in each adverse action decision letter.

16.5 REPRESENTATION: Employee representation will be provided in accordance with article 3, section 3.2. Employees who choose to process their own appeal shall be granted a reasonable amount of time to prepare and present their appeal.

ARTICLE 17 - REDUCTION IN FORCE/TRANSFER OF FUNCTION

17.1 GENERAL

This article governs (a) a transfer of function (TOF), and (b) the release of a competing Employee by furlough for more than 30 days; by separation; by demotion; or by reassignment requiring displacement. Also, the release must be required because of lack of work; shortage of funds; insufficient personnel ceiling; reorganization; the exercise of reemployment rights or restoration rights; or reclassification of an Employee's position due to erosion of duties when such action will take effect after an agency has formally announced a reduction in force (RIF) in the Employee's competitive area and when the RIF will take effect within 180 days. The RIF/TOF will be in accordance with statutory requirements, Government-wide rules and regulations and this Agreement. Management will also utilize its authorities to take action to minimize the need for RIF in accordance with law, regulation, and this Agreement.

17.2 NOTIFICATION

A. Preliminary Notification to the Union. When it is anticipated that a TOF or RIF affecting bargaining unit Employee(s) will be necessary, the Union President will be given the earliest possible preliminary notification in writing. To the maximum extent possible, this notification will be at least 90 calendar days in advance of the anticipated implementation date and will include the following information:

1. specific function to be transferred and identification of Employees assigned to this function;

2. the reason for the RIF or TOF;

3. the competitive area and levels that the Employer proposes may be involved initially in a RIF;

4. the anticipated effective date that action will be taken; and

5. the manner in which Management anticipates exercising its discretion under 5 CFR 351, if known.

B. Notice to Employees. The Director must give a notice of 30 calendar days prior to effecting a RIF. This means that when a general notice is issued, such notice must be received by the affected Employee not later than 30 days prior to the conduct of the RIF. The specific notice which is issued after the general notice must be received by the affected Employee(s) not later than 10 days prior to the effective date of the RIF.

Should no general notice be issued, the specific notice issued the Employee(s) must be received no later than 30 days prior to the effective date of the RIF. The Employer agrees to give the earliest possible notice to Employees in accordance with rules and regulation. However, such notice cannot exceed 90 days in advance of the RIF except as specifically approved by OPM. All such notices shall contain the

information required by the Federal Personnel regulations and this Agreement. The combined content of the general/specific RIF notices will include the following information:

1. specific RIF action to be taken;

2. effective date of action;

3. Employee's competitive area, level, subgroup, service date, annual performance ratings of record during last three years;

4. place where Employee may inspect regulations and records;

5. reasons for retaining a lower standing Employee in the same competitive level in accordance with 5 CFR 351.607 or 351.608, if applicable;

6. whether Employee is entitled to grade, and/or pay retention; and

7. the Employee's grievance rights.

C. Employee's Response to Specific RIF Notice. The parties agree that this matter will be addressed during impact and implementation bargaining over any RIF action taken in the bargaining unit.

17.3 IMPACT AND IMPLEMENTATION NEGOTIATIONS.

A. Upon receipt of preliminary written notification of an anticipated RIF or TOF affecting the bargaining unit Employee(s), the Union may, within 5 workdays, request negotiations concerning impact and implementation and present the initial proposal within 10 workdays of receipt of notification.

B. Upon timely request from the Union, the parties shall meet and negotiate within (10) calendar days after receipt of the Union's proposals concerning the impact and implementation of the anticipated RIF or TOF on bargaining unit Employee(s). If Management develops counterproposals to the Union's proposals, these will be provided to the Union within 5 workdays after receipt of the Union's proposal.

C. The Union shall have the right to review retention registers and any other information necessary for negotiations concerning the proposed action in accordance with 5 USC 7114(b)(4).

17.4 COMPETITIVE AREAS AND LEVELS

A. The competitive area shall include all positions in FmHA St. Louis.

B. Competitive levels will include all positions of similar duties in accordance with Government-wide rules and regulations.

C. At the time of preliminary notification to the Union (as addressed in section 17.2A, above) the Employer will identify the numbers, grades, series, and organization locations of positions occupying competitive levels in the competitive area which are expected to be involved in the first round of competition. The Employer agrees that the Union shall be provided documentation of competitive levels for all bargaining unit positions in the competitive area as soon as these determinations are made.

17.5 SPECIAL PROBLEMS.

The Employer will make every reasonable effort to minimize hardship on bargaining unit Employees who are adversely affected by a Management decision.

A. Management will pursue placement of adversely affected Employees in other Federal agencies within the commuting area in the event of a RIF which is anticipated to have significant impact on the bargaining unit. Such a RIF would be expected to adversely impact 20 or more occupied bargaining unit positions. The Employer will maintain copies of vacancies, Employer-wide, as well as any job announcements provided by other Federal Employers and will post these announcements on the open bulletin board located on the third floor of the Federal Building, 1520 Market Street. A copy of these vacancy announcements will also be provided the Union during the period between the issuance of RIF notices and the effective date of the RIF.

B. The Employer will meet or communicate individually with Employees interested in and eligible for optional or discontinued service retirement to explain benefits.

C. The Employer will explore the appropriateness of requesting OPM authorization of early voluntary retirements ("early out").

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

E. Management will provide a special group counseling session conducted by the Employee Assistance Program (EAP) to cover such matters as handling of stress during periods of job insecurity and any other assistance which EAP can provide adversely affected Employees. This session will be conducted on official time, and will not be counted against the individual's right to administrative leave for additional counseling and referral under EAP. Such a session will normally be scheduled after the general RIF notices have been issued.

F. Employees who are identified for separation or change to a lower grade as a result of RIF/TOF shall be provided the following upon request:

1. 5 copies of their SF-171, Application for Federal Employment, or resume. The Employer will take reasonable steps to ensure that the copies provided are readable reproductions of the original.

2. The Employer agrees to grant administrative leave to Employees identified for separation or demotion in order for them to participate in Employment interviews conducted by other Federal employers in the commuting area. Such Employees will be granted up to two hours administrative leave for the first employment interview and 1 hour administrative leave for any subsequent interviews conducted between the period in which the Employee receives notice identifying him/her for separation or demotion and the effective date of the RIF. The Employer further agrees to a liberal leave policy when responding to Employee requests for additional approved absence for the purpose of participating in such interviews.

G. Union representatives who are Employees of the Agency shall be entitled to reasonable official time to assist Employees adversely affected by RIF actions in accordance with article 18, sections 18.2A and 18.2B of the current Labor-Management Relations Agreement (LMRA) and as mutually agreed by the parties. Such time shall include:

1. Up to 2 hours preparation time and necessary official time for two Union representatives to attend each meeting or briefing conducted by the Employer in connection with RIF/TOF.

2. Reasonable official time to review retention registers, and other RIF records that are located in the Personnel Office. If, after reviewing retention registers, the Union determines that a copy of the retention register or a portion thereof is needed for the performance of the Union's representational duties, the Employer agrees to provide such documents for affected competitive levels upon receipt of the Union's written request.

3. A block of official time to consult with adversely affected Employees prior to the effective date of RIF/TOF. The actual number of hours contained in such a block of time will be negotiated during impact and implementation bargaining.

H. Employees who are relocated by the Employer to a different geographic area after having been notified of their involuntary separation incident to RIF/TOF actions covered by this article will be authorized relocation expenses and a reasonable amount of relocation leave for premoving and postmoving arrangements (including a househunting trip when appropriate) in accordance with law and applicable regulations.

I. In accordance with the provisions of the LMRA, specifically article 11, section 11.6A, it shall be the responsibility of the Employer to plan for the maximum retraining of adversely affected bargaining unit Employees in the positions to which they will be assigned. The Employer will advise each adversely affected Employee entering a new position as a result of RIF of any formal classroom or on-the-job training which will be afforded the new Employee. Employees assigned to career ladder positions will be placed under a career

Ladder Plan and trained in accordance with the provisions of that plan. After each step of the plan has been completed, the supervisor will meet with each Employee to counsel him/her on his/her status and inform him/her of any additional training or assistance which is to be provided. Career Ladder Plans will be developed and communicated to Employees occupying such positions (below the full performance level) within 30 days after the Employee enters the position. Employees placed in noncareer ladder positions will be counseled, i.e., advised of the progress they are making, on a bimonthly basis for the first 6 months they are in the job.

17.6 REEMPLOYMENT PRIORITY LISTS.

Any career or career-conditional Employee who is separated because of RIF will be placed on the Reemployment Priority List for all competitive positions in the commuting area for which the Employee is qualified and available. The Reemployment Priority List will be established and maintained by the Employer in accordance with applicable laws, Government-wide regulations, and this Agreement. It is understood that acceptance of a temporary appointment will not alter the Employee's right to be offered permanent employment.

17.7 PLACEMENT PROGRAM:

A. The Employer agrees to establish a positive placement program to assist Employees adversely impacted by RIF as provided in Federal Personnel regulations. Such program will include, but is not limited to, placement of eligible separated Employees on Reemployment Priority Lists for the commuting area, and affording Employees demoted as a result of RIF bona fide priority consideration for appropriate internal vacancies. The Agency will also give serious consideration to limiting the initial area of consideration for appropriate vacancies immediately prior to and during the conduct of a RIF.

B. Once a general notice has been issued, Employees in positions the Employer has identified as surplus will be considered for noncompetitive reassignment to vacant positions in the competitive area for which they are qualified and which the Employer intends to fill before other sources are considered for filling these positions.

C. An Employee demoted as a result of RIF will be provided bona fide consideration for each appropriate vacancy for which he/she fully meets the qualification standards and which the Agency determines to fill. An appropriate vacancy is one which is at or below the grade level (representative rate) of the position from which the Employee was released but is either above the grade level (representative rate) or has greater promotion potential than the position he/she currently holds. In no case will an Employee be found to have repromotion rights to a position at a higher grade level or with greater promotion potential than the position from which he/she was released. An Employee's repromotion rights will end after 2 years from the date of displacement or after he/she accepts or rejects an offer for a position at the same grade level (representative rate) as the position from which he/she was released, whichever comes sooner.

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 Government-wide rules and regulations.

1. Except for Employees who are rerated after a period allowed for improvement of performance at the unacceptable level as provided in 5 CFR 432, an Employee's current approved annual performance appraisal 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 toward an Employee's service computation date.

2. An Employee's assignment rights will be determined in accordance with Government-wide rules and regulations.

3. If an Employee has not received three annual ratings during the 3-year period, credit will be given for assumed rating(s) of "Fully Successful" to bring the Employee's total ratings considered up to three. If an Employee has not received any annual ratings at the time the specific RIF notices are issued, additional service credit will be based on three assumed ratings of "Fully Successful" regardless of the length of the Employee's Government service.

B. Annual performance ratings of record are to be used to determine additional service credit and assignment rights whether they were based on the current or the previous requirements of 5 CFR Part 430 or whether they were based on an appraisal system not subject to 5 CFR Part 430, in accordance with the requirements of Government-wide rules and regulations.

C. Should a performance appraisal rating be pending in grievance/arbitration proceedings at the time an Employee's retention standing is determined for RIF purposes, and such rating is ultimately changed by the Employer or as a result of a determination by a third party, the Agency will reconstruct the credit for performance due to the Employee as a result of the modified rating to determine what impact, if any, the change would have had on the Employee's retention standing. If the Agency discovers an error in such determination, it shall correct the error and adjust any erroneous RIF action retroactive to the effective date as provided in 5 CFR 351.506(c).

The following comments are advisory only and do not constitute actual contract language.

17.2A Preliminary Notification to the Union has been changed from 45 to 90 calendar days.

17.5F2 The 5 hour restriction on the amount of administrative leave for employment interviews has been changed to 2 hours for the first interview and 1 hour for each subsequent interview.

ARTICLE 18 - OFFICIAL TIME/UNION REPRESENTATION

18.1 DESIGNATIONS

For the purposes of using official time under this article, the Employer will recognize up to 7 officers, 20 stewards/representatives and other duly accredited representatives of the Union as outlined in other articles of this Agreement. The number of recognized representatives can be increased upon mutual agreement between the parties. The Union shall keep the Employer advised in writing of the names and titles of its officers and representatives. This letter will also include the area of responsibility and authority of those officers and stewards in labor-management relation contacts with Management. With regard to this article, within 2 workdays of a known vacancy in, or appointment to, a Union position, the Union shall so notify the Employer in writing. All written notifications required by this article will be hand-delivered by a Union representative to the Labor Relations Staff. Until 48 hours after such receipt of official written notification, no official time will be granted to individuals not listed on the most recent designation, unless there is mutual agreement between the Union President/designee and the Labor Relations Staff.

Management will provide written notice to all Employees concerning the names of the individual and the alternate who must be provided advance notice prior to use of official time in accordance with sections 18.3A and 18.3B of this article. If neither of these individuals is available and the request is not of an immediate nature, the Employee/representative should wait for either individual's return to secure release. If the request is immediate in nature, the Employee/representative may contact the Labor Relations Staff to secure release.

18.2 USE OF OFFICIAL TIME

A. The Union shall be granted a block of 250 hours of official time per calendar month for its representatives selected or appointed under the terms of section 18.1 of this article. Official time available but not used during a month is not transferable to other months except as mutually agreed by the parties.

B. In addition to the "block" of time described above, Union representatives identified in section 18.1, above, are authorized:

1. reasonable official time while serving as a Union representative during meetings of committees established under provisions of this Agreement;

2. official time as provided by statute while negotiating labor management agreements on behalf of the bargaining unit;

3. official time while participating for or on behalf of the Union in any phase of proceedings before the Federal Labor Relations Authority (FLRA) during the time the Employee would

otherwise be in a duty status and to the extent determined appropriate by FLRA;

4. reasonable official time will be available to an Employee, including a Union representative, who has been designated to represent another agency Employee in replying to a notice of proposed adverse action or performanced-based removal/demotion action or replying to and requesting reconsideration of a denied within-grade increase;

5. The parties recognize that reasonable official time is available to an Employee, including a Union representative, who represents another agency Employee in processing an appeal before the Merit Systems Protection Board or a complaint before the Equal Employment Opportunity Commission to the extent provided under the regulations of those agencies. Nothing in this Agreement will affect a designated representative's entitlement to official time as provided under those regulations.

6. Official time spent by up to two Union representatives attending an arbitration hearing will not count against the Union's block of time.

C. Normally, no Union representative will spend in excess of 35 percent of his/her on-duty hours performing representational functions as provided in paragraphs A and B, above.

D. If the Union or one of its representatives demonstrates a legitimate need for additional time, Management will grant such additional time as is reasonable, necessary to accomplish the task at hand, and in the public interest. Notice of the need for the additional time will be in writing, stating the reasons for the additional time, and submitted to Management at least 48 hours prior to using the time. Approval/disapproval of such a request will be based on the following criteria:

1. Whether or not the specific request for official time is reasonable, in an amount necessary to accomplish the task at hand, and in the public interest.

2. Whether or not the request demonstrates a legitimate need for additional time (i.e., above and beyond the block time provided for in this Agreement).

3. Whether or not there has been past abuse by the Union and/or its representatives as established through the negotiated grievance/ arbitration procedure for which corrective action has not been taken.

E. 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.

F. The use of official time shall be for legitimate bargaining unit representational duties. Except in accordance with

section 18.2D, time shall not accumulate from one position to another, nor from one representative to another, nor from month to month.

G. Any official time used in excess of an Employee's authorized maximum allotment for the month will be chargeable to leave, unless the Employee obtains additional time in accordance with paragraph D, above.

18.3 PROCEDURE FOR USE OF OFFICIAL TIME

A. Union Representatives. The representative will provide advance notice to his/her supervisor or designated alternate prior to leaving his/her work assignment to undertake any representational function for which official time is authorized.

1. In making this request, the representative will complete blocks 1, 2, 9, 10, 11 and 12 of the revised Form FmHA 300-42, Record of Use of Official Time (Appendix I).

2. The official will initial in block 3 acknowledging the advance notice from the representative immediately upon receipt of the notice. If the official cannot release the representative at the time requested in accordance with section 18.3C of this article, the official will so notify the representative. A new entry will be made on the log reflecting the rescheduled release time.

3. The representative will initial the log indicating the time he/she actually left the work area (Blocks 4 and 5).

4. Upon his/her return, the representative will indicate the time of return and again initial the log (Blocks 6 and 7).

5. If the reason for the use of the official time is a grievance or complaint, the representative will indicate the official time number (OTN) on the log in block 10.

6. If the official time being used is not chargeable to the Union "block" of approved time (as provided above in section 18.2), the representative will provide the OTN or additional information, as appropriate, which is required for the approval of official time. Such reason will be identified in block 9 of the log.

7. The representative must also indicate when he/she signs out on the log the location (block 11) and the telephone extension (block 12) at which he/she can be reached during his/her absence from the work area on official time.

8. When requesting official time to process any complaint or grievance (including unfair labor practice charge, negotiated or administrative grievance, proposed or actual adverse action, demotion/removal for unacceptable performance action or denial of WGI, statutory appeal or EEO complaint), the Union representative will obtain an official time number (OTN) through the Labor Relations Staff. The number will be referenced on all official time logs having to do with that complaint or grievance. In obtaining the number, the Union representative will inform the Labor Relations Staff of the name

of the Employee(s) being represented, the Employee's work unit, and the issue involved. If the Union representative is unfamiliar with the issue, he/she will contact the Labor Relations Staff as soon as possible to provide that information.

9. If the representative's business will exceed the amount of time originally estimated, he/she must contact his/her immediate supervisor and obtain permission for additional time based on his/her new estimate. The supervisor will normally approve the additional time unless the representative's services are necessary. In such a case, the representative will be required to return to the worksite and he/she will be released as soon as the workload demand allows.

10. The representative will advise the supervisor immediately upon return to his/her work assignment whenever he/she uses official time, and will initial and date the log.

11. If the Union business involves another Employee(s), the representative will obtain advance permission and approval from the supervisor(s) of the Employee(s) being contacted.

12. If more than one representational function will occur simultaneously or consecutively, separate notations must be made on the official time log.

B. Employees

1. An Employee will obtain advance permission from his/her immediate supervisor or designated alternate to leave his/her work assignment to contact in person his/her Union representative concerning a personal complaint or to seek representation on a proposal for disciplinary or adverse action. The Employee will complete Form FmHA 300-39, Employee Request for Official Time (Appendix J). The original form will be retained by the Employee. A copy will be retained by the supervisor for a period of 15 workdays. Copies of Form FmHA 300-39 will be maintained in a place where they are readily available to the immediate supervisor and the designated alternate, or Employees.

2. Based on the estimated time required and the appropriateness of the request, the Employee will be granted official time for such purpose as soon as possible based on workload demands. If the time necessary to conduct the business will exceed the estimated time required, the Employee will immediately contact his/her supervisor and request an extension based on his/her estimate of additional time necessary. The supervisor will normally approve the additional time unless the Employee's services are needed. If the supervisor can no longer release the Employee, the Employee must immediately return to his/her work assignment. Arrangements will then be made for an alternate time when the Employee can be released.

3. When the Union wishes to interview Employees who may have information required by the Union for representational purposes, the designated Union representative will provide in writing to the Labor Relations Specialist the names of these Employees and briefly explain the necessity to meet with the Employee(s) in relation

to the case. Management will grant such official time as is reasonable, necessary to accomplish the tasks at hand, and in the public interest. The Labor Relations Specialist will then contact the Employee(s) immediate supervisor(s) to inform him/her of approval for such release. The Union representative will contact the immediate supervisor and arrange for individual release of Employee(s) based on workload demand. It is understood that an Employee under this paragraph can choose not to discuss his/her knowledge with the Union, but Employee participation is encouraged to maximize the Union's understanding of the issue and ensure proper discovery of all relevant facts. The Employee will complete Form FmHA 300-39 which will be provided to the immediate supervisor for a determination. The supervisor will complete his/her portion and return it to the Employee for retention.

4. Any time an Employee is released to conduct Union business under this article, he/she will advise his/her supervisor immediately upon return to his/her work assignment.

5. In the case of disagreement on the use of official time, the issue must be raised by the appropriate individual within 5 workdays of the approval of the time. In such cases, Employees will be expected to produce as evidence the form which authorized their release.

C. Release of Union Representatives/Employees.

Supervisors are required to release bargaining unit Employees for appropriate uses of official time as follows:

1. Provided reasonable advance notice of at least 48 hours has been given whenever possible, Employees will be released at the time requested when the request is for one of the following reasons, unless a bona fide emergency exists which would prevent the release:

a. Negotiations.

b. Grievance meetings with Management.

c. Committee meetings in accordance with the terms of this Agreement.

d. Management-initiated meetings.

e. Meetings initiated by the FLRA or other outside Government authority.

f. Presenting or appearing as a witness in a third-party proceeding.

2. For other requests for official time outlined in this article, the Employee(s) will be released at the time requested unless there is a need for that individual Employee's services at that particular time. In any case, the time will be authorized within 48 hours of the time initially requested, unless mutually agreed otherwise by the Labor Relations Staff and the Union President/designee.

3. It is mutually understood and agreed that the Union President/designee will take into consideration the relative workloads in work units when assigning representatives to handle functions.

4. In those cases when a request for official time is denied as inappropriate, the Labor Relations Staff will contact the Union President/designee and provide the reasons for the denial. The supervisor cannot deny a request for official time as inappropriate without first obtaining guidance from the Labor Relations Office.

18.4 RECORDING USE OF OFFICIAL TIME

All errors that are discovered in filling out the Form FmHA 300-42 (as provided in section 18.3, above) will be corrected.

18.5 LEAVE WITHOUT PAY

LWOP for up to 1 year (more than 1 week at a time) may be granted for no more than one Union representative at any one time to serve on a temporary basis with the American Federation of Government Employees (AFGE), unless there is a critical need for that Employee's services during that time or the Employee is in a production position and the request includes time during yearend processing or periods of mandatory overtime. When an Employee is on LWOP under the provisions of this section, he/she shall be entitled to active employment at the end of the approved leave period at the same grade and salary and in accordance with appropriate law, Government-wide regulations and this Agreement.

In addition, short-term LWOP for up to 1 week may be granted to a Union representative for union-related business. Requests may be denied if there is a critical need for that Employee's service at the time of the request or the Employee is in a production position and the request includes time during yearend processing or periods of mandatory overtime.

All requests for LWOP for union-related purposes must be made in writing. Requests for extended LWOP will be made at least 1 pay period in advance of the date(s) requested whenever possible and must state the purpose of the leave of absence and its specific duration. Requests for short-term LWOP should be made as far as possible in advance of the request on the SF-71.

The following comments are advisory only and do not constitute actual contract language.

18.1 Consult the current list issued by the Personnel Officer to make sure a person is entitled to official time as a "union rep." Be especially careful when an employee says they are a "substitute" or an "alternate" for a union official. Call Employee Relations at X6625 with any questions.

18.2B1 Check with Employee Relations before releasing an employee who claims to be on their way to a "committee" meeting. Internal union business committees do not qualify for official time. Those joint labor-management committees that do qualify for official time would normally have standing members, regular meetings with written agendas.

18.2B4 A written notice of proposed adverse action will state how much official time an employee may use to prepare a written and oral response.

18.2D All responses to requests for additional official time should be coordinated with Employee Relations.

18.3A The union rep must complete the official time log before leaving the work area. The supervisor must initial off and make sure the reason for official time is listed in block 9. For example, an employee who is named on the list published by the Personnel Officer as a union rep to a committee recognized by the contract would write-in reason "C" on Form FmHA 300-42. A union rep recognized by the Personnel Officer would write-in reason "2" for a representational function other than a grievance.

All original official time log sheets (Form FmHA 300-42) must be turned into the Employee Relations office at the end of each month. This is necessary to track the 250 hour monthly limit for all union officials, as well as the 35 percent per individual rep called for in the contract.

18.3B1 This form is appropriate for use by an individual employee seeking representation concerning a personal grievance. It is not meant to be used by a union rep who is conducting business on behalf of the union as an organization. (Union reps must use Form FmHA 300-42.) Call Employee Relations to discuss the appropriateness of the request.

18.3C Union reps do not have to be released at the time requested for general representational functions. If you need the employee's services at that particular time, you have a 48 hour period from the time initially requested to release the employee. Always check with Employee Relations before denying a request for official time.

ARTICLE 19 - USE OF OFFICIAL FACILITIES AND SERVICES

19.1 SPACE, EQUIPMENT AND OTHER SERVICES

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

1. Use of GSA Conference Rooms: The requestor must submit a GSA Form 3453, Application/Permit for Use of Space in Public Buildings and Grounds, filled out completely for all items 1A through 10 in part 1 including the indemnification. The form must be sent to the Director, Property Supply and Management Staff (PSMS), at least 1 week in advance of the function to the extent possible. The Director, PSMS, will forward the form through the Assistant Administrator, Finance Office to the Field Office Manager, GSA, for review and appropriate approval/disapproval action. PSMS will advise the requestor of GSA action on the request as soon as possible. GSA Form 3453 will be distributed to branch secretaries.

2. Use of Finance Office Conference Rooms: The requestor will submit the same GSA Form 3453 to the Director, PSMS, as stated above. The Director, PSMS, will forward the form to the Assistant Administrator, Finance Office for review and appropriate approval/disapproval action. PSMS will advise the requestor on the action taken regarding the request.

B. Union office. The Employer agrees to renovate Rooms 3901-A and 3901-B so that the entire space will be used as the Union office. If the Union office is not available to perform representational functions with Employees, and the Union cannot find suitable alternative space on its own, the Union representative may contact the Labor Relations Staff to determine if the Personnel Office training rooms are available. If not, the requirement for GSA Form 3453 will not apply, and the Union representative may contact other work areas to obtain space. The Union will retain current equipment and furnishings. In addition, the Employer will provide the Union the usual and customary furnishings and equipment within a reasonable time after receipt of appropriate written justification. Requests for furnishings and equipment for the Union office will be made using Form AD-700, Procurement Request, and signed by the Union President/designee. The Union will be responsible for assuring assigned space is maintained in a neat and orderly manner.

1. Telephone service. The Employer will provide the Union office two telephone lines. The Employer agrees to pay for the initial installation of the second line with the understanding that a Union-provided answering device will be attached to one line. The Union telephone lines will be placed in the Union's name. All billing will be made directly to the Union. The Union will be reimbursed up to a maximum of $1020 per year towards telephone

service. The telephone provided the Union office will be equipped with a speaker phone.

2. Personal Computer. The Employer will provide the Union the use of one IBM-compatible personal computer and printer. The Union will be responsible for supplying paper and other supplies necessary for the use of this equipment except that the Employer will provide the Union with basic operating software, i.e., word processing and database. Routine maintenance will be provided by the Employer.

C. Telephone Directory. The Local President's name, title and the telephone extension available for his/her use will be in the Employer's telephone directory.

D. Copier Service: The Employer will provide the Union one plain paper copier to be located outside the Union office. This convenience copier will be equipped with a key and is intended for copy requirements of less than 100 impressions per original. The Union will be responsible for insuring proper use and maintenance of the key. When the Union convenience copier is inoperable, the President/designee should make arrangements through the Labor Relations Staff to utilize the copier in the Personnel Office.

All costs including supplies and maintenance will be borne by the Employer for the first 5,000 copies annually. This 5,000 credit will be applied during the first quarter of each fiscal year. Use of the Personnel Office copier will count against the 5,000 annual requirement. Copies in excess of 5,000 annually will be billed at 2 cents per copy.

For other printing requirements, the Union will complete GSA Form 50, Requisition for Reproduction Services, and deliver it to the GSA Print Shop. The cost of GSA printing will be reimbursed by the Union to Management on a quarterly basis at the same cost borne by Management. The Union agrees to pay for all charges assessed for copying/printing services within 15 workdays of receipt of the agency's bill. No further printing will be approved until the bill is paid in full.

19.2 LIST OF EMPLOYEES: The Employer will furnish quarterly, free of charge to the Union, a list of the names, grades and organizational locations of all bargaining unit Employees of the Employer.

19.3 BULLETIN BOARDS:

A. The Employer will furnish the Union one 3' X 4' open bulletin board on each floor (first, second, and third) at 1520 Market Street. The Employer will furnish the Union the enclosed bulletin board located on the first floor, 1520 Market Street.

B. The Union President 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, including assuring that those materials will not advertise a commercial product, service, or firm; directly or indirectly attack or reflect

adversely on the integrity or character of any Government official or Employee; or condemn or criticize the policies of any Government agency.

19.4 DISTRIBUTION OF UNION PUBLICATIONS:

A. Distribution of the Union newsletter and announcements of Union meetings/Union education programs may be made through the Agency inter-office mail system as long as the items meet the requirement of postings as in article 3. Materials to be distributed will be delivered to the Head, Records and Mail Section. If the Union breaks down the materials into the appropriate number of copies for each distribution point, and attaches a routing slip with the appropriate mail code, materials will be distributed by the next day. If the Union does not break down the materials in this manner, the distribution will be made within 5 days.

B. The officers and members of the Union who are Employees of the Employer may make personal distribution of their newsletter and other Union publications (including petitions and solicitations in accordance with appropriate law and Government-wide regulations) in the working areas of the Employer during the nonwork hours of the Employees distributing this material. Such distribution must occur prior to 7:00 a.m., during the designated break and lunch periods for the area or after 4:30 p.m. in areas having only one shift. In areas with more than one shift, distribution will be made during the designated lunch and break periods or between the hours of 6:30 a.m. and 7:00 a.m.

19.5 REGULATIONS AND OTHER MATERIALS: The Employer will provide access to personnel regulations and MSPB and FLRA decisions normally maintained onsite and in accordance with article 18. It is understood and agreed that use of these materials must be scheduled in advance and that the Union will inform the Labor Relations Staff of items copied. It is also understood and agreed that Management is only under obligation to provide one copy of information to the Union under this section. Additional copies will be at the cost of 2 cents per copy in accordance with section 19.1 of this Agreement.

ARTICLE 20 - DURATION OF AGREEMENT

20.1 - EFFECTIVE DATE: The Director of Personnel, USDA, shall approve the Agreement within 30 days from the date the Agreement is executed if the Agreement is in accordance with the provisions of the Federal Service Labor Management Relations Statute and any other applicable law, rule or regulation (unless the agency has granted an exception to the provision). The Union membership shall also vote on the Agreement during this period.

If the Director of Personnel, USDA, does not approve or disapprove the Agreement within the 30-day period, the Agreement shall take effect and shall be binding on the Employer and the Union subject to the provisions of the statute and any other applicable law, rule or regulation.

If all provisions have been complied with, the agreement will be effective February 1, 1993.

20.2 TERM OF AGREEMENT: This Agreement shall remain in effect for five (5) years. However, the Agreement will be renewed on its anniversary date for an additional period of one (1) year, and thereafter on each anniversary date unless sixty (60) days and not more than one hundred and five (105) calendar days prior to such date either party gives written notice to the other of its desire to effect changes in the Agreement. The nature of the proposed changes shall be included in the notice. The notice must be acknowledged by the other party within ten (10) days of receipt and negotiations on an amended Agreement shall begin at least forty-five (45) calendar days prior to the anniversary date.

20.3 SUPPLEMENTAL AGREEMENTS: The parties agree that during the life of this Agreement, supplements will be added, or changes to provisions will be made, when required by new or changed laws, Government-wide regulations, or changes in working conditions. Requests to supplement or to change provisions of the Agreement will be submitted in writing and will specifically cite the reasons for the proposed changes. The request must also include the specific proposal which that party is offering for inclusion in the Agreement. Receipt will be acknowledged by the receiving party within 10 days and negotiations will begin within thirty (30) calendar days of receipt.

Midterm agreements will only be added as supplements to the basic LMR Agreement when they affect the entire bargaining unit.

Mid-term negotiations, including impact and implementation bargaining, over matters determined appropriate by case law interpretation of PL 95-454, shall be conducted in accordance with the following procedures:

a. The proposing party will submit specific proposals along with the reasons for these proposals in writing to be respondent.

b. Within 10 workdays of receipt, the respondent will notify the proposing party of its acceptance of the proposals, of its intent to negotiate, its determination that the matter is not negotiable, or other appropriate reply.

c. If the parties are to negotiate, the respondent will submit its proposals along with its reasons to the proposing party within 10 workdays of the notification.

d. The parties agree that, if feasible, bargaining will begin within 5 workdays of receipt of the respondent's proposals.

e. The parties agree that normally no unilateral changes will be made as a result of these proposals until negotiations have been completed, except in the case of overriding exigencies, unreasonable delays in the exercise of Management rights, or if otherwise required by law, rule, or regulation.

f. Negotiation teams will consist of 3 members from each party unless otherwise mutually agreed. Official time will be granted as provided in article 18.

g. Changes that are negotiated or agreed to pursuant to this section shall be duly executed by the parties and shall become an integral part of this Agreement and subject to its terms and conditions.

20.4 TERMINATION OF BASIC AGREEMENT: Termination of this Basic Agreement will not, in and of itself, terminate the recognition granted the Union. This Agreement will remain in effect after expiration and until a new contract is negotiated in accordance with Ground Rules established for that purpose.

20.5 SINGLE ARTICLE REOPENER: We agree to a single article reopener clause on an annual basis. This means that each year during the period from January 1 through March 1 each party could ask to reopen one contract article which the party felt was creating special problems. This option would continue to exist on the fifth anniversary of the contract (and each succeeding anniversary) if neither side exercised its option to reopen more of the contract after its normal five year term.

If one party wishes to reopen a contract article using this procedure, that party will serve the other party with written notice citing the article and briefly explaining why the party wishes to reopen the article. This written notice must be submitted in accordance with the above 60 day timeframe. If the notice is submitted on the final workday of the 60 day period and the party served has not exercised its option of selecting an article to reopen, this party may have an additional five workdays to select an article to reopen.

Once an article or articles have been selected for reopening, the moving party or parties must submit detailed proposals within 30 calendar days. Negotiations may begin at any mutually agreeable time thereafter. The negotiating teams shall consist of no more than two members for each party.

If the parties are unable to reach agreement within 60 calendar days of submission of detailed proposals, a mediator/arbitrator will be selected. Mediation will be limited to five billable days. If no

agreement is reached, the remaining disputes will be submitted to arbitration. The costs of mediation/arbitration will be divided 50/50.

The following comments are advisory only and do not constitute actual contract language.

20.1 The contract was effective February 1, 1993.

20.5 This is the procedure by which either side may reopen one Article each year if some contract provision has been creating special problems. Each year, probably in late fall or early winter, we will survey supervisors for problem areas which may need to be reopened. However, at any point during the year that you feel an area is presenting a problem, please bring it to the attention of the Labor Relations Staff so that we can maintain a list of potential problem areas for reopening.

ARTICLE 21 - DUES DEDUCTION

Voluntary allotment by Employees for the payment of dues to the Union shall be authorized and processed in accordance with the January 15, 1979, Memorandum of Understanding between the U.S. Department of Agriculture and the American Federation of Government Employees covering Employee dues deduction until superseded. At that time, this article will be reopened for negotiations as appropriate. A copy of this Memorandum of Understanding is attached hereto as Appendix K. Procedures for processing of dues withholding and dues revocation are contained in Appendix L.

We will continue our current method of dues deductions pending possible changes resulting from discussions between AFGE and USDA at the National Level. Any agreement they work out will be implemented in accordance with that agreement. If they fail to reach an agreement at the national level that would apply to us, either party may, one time only during the term of this contract, reopen this article and submit proposals for changing the dues deduction process at any time during the term of the Contract.

ARTICLE 22 - DISTRIBUTION

22.1 After review and approval by appropriate officials, the Employer will reproduce, in a size not less than 8 1/2" x 11" in Elite size type, and distribute copies of the Basic Agreement and supplements and amendments thereto as follows:

A. One copy to each Employee at time of agreement.

B. One copy to each new Employee.

C. 50 copies to the Union.

The following comments are advisory only and do not constitute actual contract language.

22.1B The Personnel Office gives each new employee an LMR Agreement in their orientation package.

ARTICLE 23 - EMPLOYEE RESPONSIBILITY AND CONDUCT

It is agreed and understood that Employees of the bargaining unit while engaged in Government business will dress in a neat and orderly manner, including shoes, consistent with the environment in which the Employee works and conducive to safety. Application or interpretation of this paragraph will be fair and consistent. Any disagreement with the application or interpretation of this paragraph may be pursued through the grievance procedure.

It is further agreed and understood that Employees are to fully comply with the provisions of Federal, Department and agency policies regarding Employee responsibilities and conduct.

ARTICLE 24 - CONTRACTING OUT

24.1 NOTIFICATION

A. The Union will be notified by the Employer when a study pursuant to OMB Circular A-76 is being initiated which concerns work currently performed by bargaining unit Employees.

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

C. Management agrees to provide the Union with copies of any future RFP/IFB involving the type of work currently performed by members of the bargaining unit.

24.2 COMPLIANCE: The Employer agrees to comply with all controlling law and regulations relating to the contracting out of bargaining unit work, including OMB Circular A-76 as it may be revised from time to time by OMB. The Employer agrees to make every reasonable effort to assist Employees subject to a reduction in force as a result of a decision to contract out.

24.3 STATEMENT OF WORK: The Employer will provide a copy of any Statement of Work which has been developed and which deals with work currently performed by bargaining unit Employees. The Union will be given 10 calendar days to comment regarding the Statement of Work.

24.4 IMPACT AND IMPLEMENTATION: The Employer agrees that prior to implementation of a decision to contract out, except in cases of overriding exigency, the Union will be given the opportunity to timely negotiate regarding the impact and implementation of such a decision which substantially impacts bargaining unit Employees.

24.5 ACCESS TO REGULATIONS: The Employer agrees to provide the Union access to all regulations relevant to contracting out which are maintained on site.

ARTICLE 25 - CHILD CARE

25.1 The parties agree that child-care related reasons fall into the category of "unforeseen circumstances which make necessary Employee absences chargeable to annual leave" as provided in section 9.1 B of article 9 of this Agreement.

25.2 CHILD CARE COMMITTEE

A. The parties agree that the Finance Office will participate in the established Mart Building Tenant Board (MBTB) committee on child care. Under the auspices of the Federal Executive Board, this committee is conducting a comprehensive survey of all Federal agencies located downtown to determine the feasibility of a child care center for the Federal community in downtown St. Louis. Management and the Union will each designate one representative for participation on the committee. The Finance Office will distribute the MBTB survey to all Finance Office Employees. Results will be tabulated by IRS which is chairing the committee. Committee meetings will take place on duty time, without charge to the Union's "block" of official time.

B. The child care options to be investigated by the committee will be determined by the committee and its participants.

C. A report on the findings and recommendations of the committee (either prepared by the committee or a summary of the outcome of the committee's work prepared by the two agency child care representatives) will be submitted to the Employer, reproduced, and made available to Employees.

D. If the MBTB committee on child care does not address temporary child care for school-aged children, the Employer and the Union agree to identify through appropriate representatives (e.g., child care representatives, EAP coordinator) community resources available to address Employee needs in this area and to publicize the information identified to Employees.

25.3 The Employer shall provide to Employees, upon request, a Child Care Information and Referral Service Kit, furnished by the Child Day Care Association of Greater St. Louis. The cost of the kit (currently $25) will be evenly divided between the Employer and the Employee. Entitlement to the kits will be one (1) kit per requesting Employee. Information regarding these kits will be provided in the orientation packet issued all new Employees and notice of this service will be specifically mentioned to new Employees during their orientation session.

If this service is discontinued by the Child Day Care Association, the Employer and the Union will immediately negotiate an alternate child care service.

25.4 The Employer agrees that at least two of the Employee seminars presented annually under the auspices of the Employee Assistance Program will be relevant to parenting.

ARTICLE 26 - PARKING

26.1 PARKING IN THE BASEMENT.

A. The Employer agrees to continually maintain, through negotiations with GSA and other agencies, the maximum possible number of parking spaces for Employee use in the basement. Current parking arrangements for night shift Employees will continue through the term of this Agreement, contingent upon continuation of present allocations of parking spaces by other affected agencies.

B. Spaces available for FmHA Employees will be allocated in the following order of priority:

1. Severely handicapped employees. For the purpose of this article and consistent with Government-wide regulations, "handicapped employee" means an employee who has a severe, permanent impairment, which for all practical purposes precludes the use of public transportation, or an employee who is unable to operate a car as a result of permanent impairment who is driven to work by another. Priority may require submission of appropriate medical certification. Additionally, management agrees to provide employees who have temporary disabilities, which restrict their ability to walk but which do not meet the requirements for assignment of a handicapped parking space, with "drive-through" access to the building through the basement parking garage. Such access must be coordinated through the Security Office and may require the submission of supporting medical documentation.

2. Executive personnel.

3. Carpools of 3 or more Employees.

4. Most recent USDA seniority among career and career conditional Employees.

5. Most recent USDA seniority among other Employees.

C. The Employer agrees that, to the extent feasible, Employees who occasionally work after 6 p.m. will be permitted to arrange for parking between the hours of 6 p.m. and 6 a.m. in the basement parking garage. The responsibility for making arrangements for entry into the basement garage will be the Employee's. Such arrangements must be coordinated with the Security Office or in the case of an emergency overtime situation, through the supervisor or the Security Office with the Federal Protective Service. Compliance with such requests will be limited to the availability of FmHA assigned parking spaces for the period in question and is contingent upon the space(s) not being utilized for the same period by those persons normally assigned the space or those with higher priority under the FPMR, other applicable Government-wide regulations, and this Agreement. In all instances, it is understood that the parking space(s) made available for employees assigned to work at night must be vacated not later than 6 a.m. The unavailability of basement garage parking will not be considered adequate reason for an employee not to report for

scheduled duty after 6 p.m. For Employees who are permanently or temporarily "on call" for hours between 6 p.m. and 6 a.m., management will make appropriate arrange-ments with the Security Office/FPS to ensure the employees' access to the basement parking garage in accordance with the above.

26.2 PARKING STUDY

Management agrees to provide the union 80 hours official time (not chargeable to union's block) to conduct a parking study with the understanding that the findings and recommendations resulting from the study will be made available to the Agency in written form within 180 days of implementation of the LMRA. Scheduling the use of this official time must be made in coordination with the representative's administrative supervisor.

The following comments are advisory only and do not constitute actual contract language.

26.1B1 An example of a severe permanent impairment is an employee who is permanently bound to a wheelchair or has a permanent health condition of such a debilitating nature he or she has little mobility.

Examples of temporary disabilities are a broken leg, sprained ankle, or any condition which severely impairs mobility and is of limited duration. Parking and garage access issues are now coordinated through the Management and Administrative Staff.

ARTICLE 27 - EMPLOYEE ASSISTANCE PROGRAM

27.1 POLICY STATEMENT: The Employer recognizes that a wide range of persistent 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 it is in the best interests of its Employees, the Employee's family, and the organization, to provide an Employee Assistance Program which deals with such persistent problems. It shall be the policy of the Employer to handle such problems in accordance with applicable laws, regulations, and this Agreement. The Employer agrees to consult with the Union regarding proposed program changes and to negotiate, as appropriate, in accordance with laws and regulations.

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.

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.

27.2 SUPERVISORY RESPONSIBILITIES: A supervisor shall immediately refer an Employee to the program who acknowledges having a problem which would fall under the auspices of the Employee Assistance Program or any Employee who demonstrates a marked deterioration in job performance, conduct or attendance. 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.

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.

27.3 EMPLOYEE RIGHTS AND RESPONSIBILITIES: Employees are assured that their job future and reputation will not be jeopardized by their request, or by 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.

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.

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 3 months to satisfactorily improve performance, conduct or attendance before further disciplinary action is taken.

In accordance with Article 3.2, Representation Rights and Duties, and Article 5, Grievances, Employees have a right to grieve actions under this program and to seek Union representation.

27.4 CONFIDENTIALITY: The policy covering confidentiality means:

A. The EAP Coordinator will request and receive appropriate information from the EAP counselor limited to that necessary to determine whether progress is being made that should improve the Employee's performance and conduct on the job. This information will not normally concern the details of the underlying causes which may be affecting the Employee on the job.

B. All 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.

Only the EAP counsellors/doctors shall become involved in the direct treatment/diagnosis of medical/behavioral problems personal to the Employee or his/her family.

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

27.6 LEAVE: Employees utilizing the EAP will be allowed up to 2 hours administrative leave for the first counselling session with the EAP counsellors. 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.

27.7 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.

The following comments are advisory only and do not constitute actual contract language.

27.3 You should request the employee to authorize the EAP counselor to keep you posted on the employee's participation and progress. Do not assume "all is well;" the employee may need some accommodation but you won't hear automatically from the counselor--keep in touch with each other frequently.

ARTICLE 28 - VIDEO DISPLAY TERMINALS

28.1 EYE EXAMINATIONS: Employees assigned to work at Video Display Terminals (VDT) will be offered the opportunity for an annual eye examination administered by the Employee Health Clinic Staff.

28.2 REPORTING MALFUNCTIONS: An Employee who reasonably believes that the VDT to which he/she is assigned is malfunctioning may request, through his/her supervisor, to have the VDT checked out by a qualified communications specialist or health/safety representative. The Employee will not be required to continue using the VDT until it is certified to be functioning properly. Employee disagreement with such certification may be referred to the negotiated grievance procedure.

28.3 SAFETY AND HEALTH: Should a large question arise concerning the safety and health of VDTs, including physical discomfort, both physical and psychological stress, etc., the matter may be referred by the Employee (through his/her supervisor) to the parties' safety and health committee for investigation and resolution. Health and Safety Committee investigations shall include, as appropriate, an evaluation of the ergonomic design, illumination, glare control, or other problems. The report of findings shall be provided to the Union.

The following comments are advisory only and do not constitute actual contract language.

28.2 Contact the FmHA Safety Officer, Steve Hodgson, extension 2413, whenever a safety concern arises.

ARTICLE 29 - PERFORMANCE AWARDS, INCENTIVE AWARDS, AND QUALITY STEP INCREASES

29.1 Purpose and Policy

A. The parties agree that substantial benefits and enhanced productivity will accrue through an Incentive Awards Program and an Employee Suggestion Awards Program which objectively recognize and financially reward Employee accomplishments.

B. It is the policy of the Farmers Home Administration (FmHA) that incentive awards will be used to improve the quality of work life and to provide incentive to Employees to improve their performance and to increase efficiency and economy and quality of public service in our programs. FmHA Employees may be considered for incentive awards when they meet the following criteria:

1. increase the efficiency or economy or quality of public service of FmHA, USDA, or Government operations by better work performance, suggestions, or inventions;

2. perform special services in the public interest that relate to their employment; or

3. perform acts of courage either related to their work, or not related to their work, such as saving a life.

C. Forms of Recognition. Incentive awards are granted in the form of cash, certificates, letters of commendation, emblems, pins, plaques and other forms of recognition, in accordance with law, Government-wide regulations, FmHA Instruction 2063-B (except as modified by this Agreement), and this Agreement.

D. The parties acknowledge that recommending, reviewing, and approving officials are responsible:

1. for avoiding favoritism and discrimination;

2. for withholding consideration from Employees involved in an investigation or audit before the case is closed, and for similar avoidance of embarrassment to FmHA or USDA; and

3. for prompt action to encourage benefits to the Government and to the Employees.

29.2 Definitions

A. Performance Awards. The purpose of performance awards is to motivate Employees by recognizing and rewarding those who attain high levels of performance. Performance awards will be based on an Employee's rating of record for the current appraisal period for which the performance award is being paid. A performance award is a performance-based cash payment to an Employee based on the Employee's rating of record. A performance award does not increase base pay.

B. Superior Accomplishment Awards. A superior accomplishment award is a monetary or nonmonetary award for a contribution resulting in tangible benefits or savings and/or intangible benefits to the Government.

1. Contribution means an accomplishment achieved through an individual or group effort in the form of a suggestion, an invention or special act or service in the public interest connected with or related to official employment which contributes to the efficiency, economy or other improvement of Government operations or achieves a significant reduction in paperwork.

2. Intangible benefits are benefits to the Government which cannot be measured in terms of dollar savings.

3. Nonmonetary award is a medal, certificate, plaque, citation, badge or other similar item that has an award or honor connotation.

4. Special act or service is a contribution or accomplishment in the public interest which is:

a. a nonrecurring contribution either within or outside of job responsibilities;

b. a scientific achievement; or

c. an act of heroism.

5. Tangible benefits are benefits or savings to the Government that can be measured in terms of dollars.

C. Quality Step Increase. A quality step increase (QSI) is an increase in an Employee's basic rate of pay from one step of the grade of his/her position to the next higher step. The purpose of a QSI is to recognize outstanding performance by granting faster than normal step increases. In accordance with applicable Government-wide regulation, a QSI shall not be required, but may be granted only to an Employee who receives a rating of record of " Outstanding." A QSI may not be granted to an Employee who has received a QSI within the preceding
52 consecutive calendar weeks.

29.3 Types of Awards.

A. Quality Step Increases.

1. A QSI is an additional within-grade increase under Section 5336 of Title 5, United States code in recognition of outstanding performance.

2. QSI's may be appropriate when:

a. an Employee's most current rating of record is "Outstanding;"

b. the Employee gives evidence of continuing at the same high performance level; and

c. the supervisor certifies on the recommendation that the Employee's performance is expected to continue to exceed the acceptable level of performance in the same or similar position at the same grade level in the future, i.e., at least the next 60 days.

3. Because of the greater benefits accruing from a QSI, Employees meeting all applicable eligibiltiy requirements will be considered for a QSI prior to receiving consideration for a performance award or a superior accomplishment award.

4. An Employee who receives a QSI does not start a new waiting period for a regular within-grade increase (WGI) unless the QSI puts the Employee in the fourth or seventh step of his/her grade. When this happens, the waiting period is extended by 52 weeks from the date of his/her last regular WGI.

5. In cases where a QSI is to be granted, the recommendation and eventual determination to grant the QSI should be made as soon as practicable after a rating of record of "Outstanding" is approved. The QSI should be made effective as soon as possible after it is approved, except that where the Employee will enter the fourth or seventh step within 60 days of the approval date, the effective date of the QSI will be delayed only until the Employee has received the scheduled WGI. An Employee who is about to enter the tenth step of the grade level will normally not be considered for a QSI.

B. Performance Awards.

1. Sometimes referred to as "sustained superior performance cash awards," performance awards may be appropriate when:

a. an Employee's most recent rating of record reflects attainment of a high level of performance and meets established criteria for such an award, as provided in the agency's performance awards plan;

b. total performance is less than what is required to meet the QSI standard;

c. the cash award would be more advantageous to the Employee than a QSI; or

d. due to budgetary considerations, another type of recognition, e.g., a QSI, is not practicable, but some form of recognition is appropriate.

2. Performance awards will be documented in the official personnel folder to reflect the nature and the amount of the award.

3. Performance awards will be given due weight when rating and ranking an Employee for promotion.

C. Superior Accomplishment Awards.

1. Sometimes referred to as special achievement awards, superior accomplishment awards may be appropriate when an Employee either individually or as part of a group:

a. displays performance that exceeds normal requirements in an important part of a job, either once or over an extended period;

b. overcomes exceptional job difficulties;

c. contributes to the efficiency, economy or quality of public service in Government work;

d. exceeds records of production without a reduction in quality;

e. performs in a superior manner which advances the EEO program;

f. displays great courage or ability in an emergency related to official employment or in the community; or

g. performs in a superior manner which promotes the Procurement Preference Program.

2. Superior accomplishment awards may be granted for Employee suggestions which benefit the agency or the Federal Government in accordance with law, Government-wide and Departmental regulation, agency instruction and this Agreement.

D. Spot Cash Awards. Spot cash awards of up to $250 may be awarded to Employees who do not meet the requirements for higher cash awards. Spot cash awards may be rewarded more quickly than higher amounts, since not as many levels of review will be required. Such awards might be granted to Employees who serve as Savings Bond, Combined Federal Campaign, or Red Cross blood donation coordinators. The awards might also be granted to Employees who accomplish small projects of short duration or overcome exceptional job difficulties of short duration. An example would be Employees in an office with a fluctuating workload.

E. Honorary Awards. These include Distinguished Service Awards, Superior Service Awards, Equal Employment Opportunity Achievement Awards, Procurement Preference Program Achievement Awards, President's Award for Distinguished Federal Civilian Service, Career Service Awards, awards to Federal Employees of other agencies, awards to private citizens, Employee of the Year Awards, Employee of the Quarter Awards, Office of the Year Awards, etc.

F. Employees of the Year.

1. Employee of the Year awards will honor Employees who have made the most outstanding contributions to FmHA's goals and have projected the most professional image in the administration of FmHA

programs during the year. Awards will be given in the following catagories:

a. Employees who occupy Grades GS-1 through 5;

b. Employees who occupy Grades GS-6 through 8; and

c. Employees who occupy Grades GS-9 and above.

2. Employees of the Year in each of the above categories will be selected from among those Employees who were designated Employees of the Quarter during the "award" year, using the procedures described below.

G. Employees of the Quarter. Employee of the Quarter awards will be given to Employees following the same criteria as for Employee of the Year awards. Each Employee so designated will be placed in competition for Employee of the Year in his/her current grade category. Employees of the Quarter will be selected within each division of FmHA, St. Louis. Selections may be made in one, two or three categories as determined appropriate by each division/staff office.

H. Performance awards, superior accomplishment awards, and quality step increases will be granted in accordance with law, Government-wide regulations, Departmental regulations and agency instructions (except as modified by this Agreement) and this Agreement.

29.4 CRITERIA AND GUIDELINES

A. The application of awards criteria will be as follows:

1. The award criteria established by the Employer will be applied fairly and equitably in recognizing and rewarding superior performance by Employees. Use of annual or sick leave will normally not be a consideration in assessing an Employee's qualifications for an award.

2. A grade promotion is based on job performance that has actually demonstrated the Employee's ability to perform successfully at the next higher grade level. A cash award is based on previous performance at the present grade level or a special achievement related to the current job. A QSI is based on sustained performance with indications that the performance will continue in the future. Career promotions and regular WGI's are not forms of award recognition. Therefore, the fact that an Employee received a career promotion or WGI will not be the basis for denying or lowering an otherwise appropriate incentive award, except as required by law, controlling regulations, agency instructions and this article. Additionally, an Employee will normally not be rewarded or recognized for the same performance covering the same period by more than one form of recognition.

B. The final decision to approve or disapprove any award recommendation will normally be within 60 days of the date the recommendation is submitted.

C. Supervisors will consider all Employees who receive "Superior" or "Outstanding" ratings of record for appropriate award recommendation. However, this does not obligate the supervisor to process an award recommendation on behalf of each Employee.

D. Whenever possible, cash award nominations will be submitted for processing to the appropriate Management official within 60 days after the achievement.

E. Nominations for Employee of the Quarter/Year will be based on the following criteria:

1. overall effectiveness in delivery of FmHA programs;

2. contributions to Management effectiveness or cost reduction;

3. respect earned throughout the community;

4. cooperation with peers, superiors, subordinates and the public;

5. concern in day-to-day dealings with the public; or

6. additional achievements not expressly indicated will be given consideration.

Such nominations may be submitted by superiors, fellow Employees or subordinates. Nominations will be in writing and will address the above criteria.

F. Although there is no time restriction on the granting of cash awards for special achievement, no more than one such award may be granted for the same special achievement. Nor should a special achievement award be granted for accomplishments which enabled the Employee to receive a cash award for sustained superior performance.

G. No more than one spot cash award ($250 or less) may be given to an Employee in any 6-month period. Granting of a spot cash award will not impede an Employee from receiving a cash award in a higher amount in a subsequent 6-month period, or within the same period if for a different purpose (i.e., overall performance for the extended period, or special achievement). Justifications should not exceed one paragraph for spot cash awards.

H. Management agrees to publicize the Honorary Awards Program by informing Employees of the nature of those awards which are applicable to Finance Office Employees; the established guidelines for granting such awards, as published in agency instructions; the procedures for submitting nominations in those cases where an Employee may nominate another Employee for recognition, and the recipients of those awards. In addition to those honorary awards identified for Employee nomination within current agency instructions, Employees may submit nominations for Employees of the Quarter/Year.

29.5 Employee Suggestion Program.

A. The parties agree to encourage Employees to submit suggestions under the Employee Suggestion Program, in accordance with FmHA Instruction 2006-H, Employee Suggestion Program and this Agreement. Suggestions will be considered in a fair and equitable manner and will receive orderly and timely processing within the Finance Office. If approved, the award will be timely processed. If the suggestion is rejected, such rejection will be written and contain the reason for rejection.

B. If a suggestion initially rejected is later adopted, the suggesting Employee may be eligible for an award, in accordance with agency instructions, controlling regulations and law, if the Employee resubmits the suggestion citing the earlier rejection and subsequent implementation.

C. The amount of suggestion awards will be objectively determined by a fair and equitable methodology which will permit up to the maximum amount allowed by Government-wide regulations.

D. The Employee suggestion forms will be made readily available in work sites. Employees are to submit, in its entirety, the suggestion form to their supervisor who will sign for receipt and return the 2 copies to the Employee. The Employee is then responsible for submitting one of the copies to the Personnel Office. Management will acknowledge receipt of suggestions by notifying the suggesting Employee within 10 workdays of receipt in the Personnel Office. Unless action on a suggestion must be postponed and the Employee has been so advised, final action on a suggestion should normally be completed within 90 days of submission. If a suggestion requires review outside the Finance Office, such suggestion will be timely forwarded to the reviewing office for consideration. In such cases, the suggestor will be so notified and will be periodically updated by the agency regarding the status of his/her suggestion.

29.6 Amounts of Cash Awards.

A. The granting of cash awards, including determinations as to the amounts of such awards, will be administered in a fair and equitable manner.

B. The amounts for Spot Cash Awards will be in accordance with amounts prescribed by current agency instructions (up to $250).

C. The amounts of Superior Accomplishment Awards will be as provided in Exhibits D and E of FmHA Instruction 2063-B.

D. Recipients of Employee of the Quarter awards will be issued $100 cash awards. Employee of the Year awards, processed under the Special Achievement award criteria, will be issued to the Employee of the Year selected for each of the three categories identified in section 3, item F, above. Each award recipient will receive a cash award of $500.

E. For an Employee who receives an honorary award to receive a cash award or QSI, the Employee's achievement or performance

must meet the requirements of the individual award, as described in this Agreement.

F. Cash awards will be paid as promptly as feasible after approval and will not be unduly delayed.

29.7 Confidentiality and Publicity.

A. Officials will disclose information about specific awards in process only to those persons with a need to know.

B. When an award is approved, a copy of the nomination will be given to the recipient with documentation of reasons for approval, and a copy of the approved award recommendation will be placed in the Employee's official personnel folder.

C. Publicity of the awards program will include the names of award recipients and a description of the type of award published in the Employee Organization's newsletter, posted on the bulletin board and announced during awards ceremonies, if held.

D. The parties agree that honoring award recipients during awards ceremonies is beneficial to Employee morale, lends credibility to the awards program and may strengthen the awards program as an incentive to superior performance by other Employees. Therefore, Management agrees to periodically conduct such ceremonies when formally recognizing the accomplishments of its Employees. However, Management retains the discretion to determine the size of the organizational component which will participate in each ceremony (i.e., unit, section, branch, division or Finance Office-wide) and the frequency of such ceremonies. Normally ceremonies including groups smaller than the entire Finance Office will be on-site. Additionally, issuance of an award will not be excessively delayed so that the award may be presented at a scheduled ceremony.

29.8 Information.

A. Monitoring, reporting and record-keeping for the Incentive Awards and Employee Suggestion programs will be handled in accordance with Government-wide regulations, applicable Departmental regulations, agency instructions and this Agreement.

B. Management agrees to provide the Union, on an annual basis, a summary report identifying the number of performance awards issued and the number of "Superior" and "Outstanding" ratings of record per division.

C. Management will advise the Union on an annual basis of the available funding for cash awards. When changes occur to the available funding during the fiscal year, the Union will be so advised.

D. Such other information as may be required by the Union in the performance of its representational duties will be provided, within a reasonable period of time following the Union's submission of a written request, in accordance with 5 USC 7114(b)(4).

The following comments are advisory only and do not constitute actual contract language.

29.1D3 Spot awards and Special Achievement awards should be given as close to the accomplishment as possible. For example, don't wait until July to reward an employee for a project he finished in January. Also, Performance (Sustained Superior Performance) awards can and should be given at any time during the year. You don't have to wait until after the rating of record in June to submit an SSP award recommendation.

29.3A QSI recommendations must be supported by the employee's most recent rating of record (which must be Outstanding). If the most recent rating of record is more than 60 days old, a narrative justification must also be attached to the recommendation, detailing the employee's outstanding performance since the last appraisal period ended.

A period of at least 6 months must be used to support the QSI recommendation.

An employee about to enter the 4th or 7th step of the grade should not be given a QSI prior to entering these steps because it will delay the normal step increase by a 52-week period. The QSI should be delayed until after the regular WGI is received.

29.3B SSP recommendations must be supported by the employee's most recent rating of record (which must be at least Superior). If the most recent rating of record is more than 60 days old, a narrative justification must also be attached to the recommendation, detailing the employee's superior performance since the last appraisal period ended.

A period of at least 6 months must be used to support the SSP recommendation.

29.3C When recommending an employee for a Special Act cash award, remember that you must identify tangible and/or intangible benefits. Refer to FmHA Instruction 2063-B, Incentive Awards Program, Exhibit E, for the table to help you determine the amount of the award.

When submitting a recommendation for a group special act cash award, refer to the letter to all supervisors dated April 4, 1983, for guidance.

29.3D Employees cannot receive more than two Spot awards in a fiscal year and the dollar amount per employee is limited to $300 per fiscal year. Justifications for Spot awards should not exceed one paragraph in length.

29.4A2 A QSI is not an option if the employee will be promoted within 60 days of the effective date of the QSI. You must certify on the QSI recommendation that the employee is expected to remain in his same or similar position at the same grade level for at least 60 days.

29.4C Supervisors are not obligated to recommend any employee for a cash award or QSI. You should consider all employees who receive "Superior" or "Outstanding" ratings, but you never have to recommend them for awards.

29.5D The Employee should submit one copy of the suggestion to MAS, not Personnel. MAS is the primary responsible office for the suggestion program.

ARTICLE 30 - Reassignment/Details

30.1 Scope

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 the organization, and when assigning bargaining unit Employees to "special project assignments" as defined below. These procedures will not apply when the competitive procedures described in article 10 are being utilized or:

A. 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;

B. 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;

C. The position is being filled by an individual due special consideration as a result of reduction-in-force, repromotion rights, reemployment priority rights, return from military furlough/leave, etc.

D. The Employer is otherwise required by law, regulation, or controlling Labor-Management Relations Agreement to select a particular person for the position.

30.2 Definitions

A. A lateral reassignment is 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.

B. A detail is the temporary assignment of an Employee to a different position for a specified period, with the Employee returning to his/her regular duties at the end of the detail.

C. A special project assignment is 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.

D. A loan is the temporary assignment of an Employee to a different location within the work organization to perform duties consistent with the Employee's current position title, grade, and series.

30.3 Employee Notification and Consideration

Prior to filling any unit position (which has not been announced for promotion) by reassignment, detail or change to lower grade from the reassignment interest application file, the Agency will solicit interest by posting a written notice of an opening and give Employees seven workdays to submit an interest application.

An Employee who is not selected for reassignment, detail, or change to lower grade under this provision may request a meeting with the selecting official to learn the reasons for the non-selection.

Whether a job is announced under the above procedure or the promotion procedure, any existing applications in the reassignment interest application file will be forwarded to the selecting official along with the Best Qualified (and/or other interest applications) for consideration in making a final selection.

30.4 Selection of Employees

A. Detail assignments, reassignments, special project assignments and loans, as defined above, will not be made or denied solely to punish or reward an Employee or instead of taking appropriate disciplinary action.

However, 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 15 of this agreement, 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.

B. Special project assignments and details which last more than 30 days will be recorded by a Standard Form (SF) 52, Request for Personnel Action, in the Employee's Official 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.

C. Management agrees to closely review special project assignments, as provided in section 2C of this article, to ensure, to the maximum extent feasible, appropriate, equitable representation of protected groups. When such assignments occur and are expected to last more than 30 days, Management agrees to forward its selection to the EEO office for review.

30.5 Requested Reassignments

A. If an Employee is interested in being reassigned to a position in another work area, the Employee will complete an interest application (Appendix M) in triplicate with 1 copy going to the current supervisor, 1 copy being retained by the Employee, and the original going to the Personnel Office.

B. Applications will include a statement as to the Employee's reasons for requesting reassignment, any anticipated benefits which may accrue to the Employee, and anticipated benefits accruing to the Agency, if any, should the reassignment be effected.

C. The Personnel Office will confirm whether the Employee is minimally qualified for the position in which he/she is interested. If the Employee is not qualified, the Personnel Office will return the application to the Employee so indicating. If the Employee is qualified, the Personnel Office will retain the application. The application will be retained for a period of one year unless the Employee is reassigned or withdraws his/her request prior to the end of the year. Prior to filling bargaining unit positions, except as excluded above in section 1, items A-D, the Employer agrees to first consider any appropriate interest applications on file.

D. The Employer agrees that any eligible Employee who submits a request for reassignment will be provided:

1. Bona fide consideration of the reasons for requesting the assignment;

2. Appropriate consideration of any documented hardship reasons submitted in support of the request; and

3. Written notice that he/she was considered for a position and whether he/she was selected.

4. If not reassigned, the Employee is also entitled, upon request, to be advised verbally of the job-related reason(s) for not being reassigned and to retention of his/her request in the interest file, as provided above, so that the request may be considered for future reassignment opportunities.

5. When the Employee's request for lateral reassignment documents an adverse effect (ie., health-related, childcare, or transportation hardship) which is impacting the Employee in his/her current job assignment and may reasonably be expected to be alleviated by reassignment, the Employer will grant the request unless there are substantive employment reasons for not complying with the request. Health-related reasons which are used as a basis for requesting reassignment must be supported by medical documentation. Childcare problems refer to Employees who have sole responsibility for the care of preteenage children, or other dependents, during the hours/days in question. Transportation problems refer especially to problems arising from dependence on public transportation.

30.6 Management-Initiated Reassignments/Details/Loans

The parties acknowledge that Management has the right to detail, loan, and reassign Employees as necessary. This agreement in no way waives that right. In those instances where the Employer has determined that a reassignment, detail, or loan expected to last more than 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 selection(s). 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 organization (not X-118 qualifications requirements). 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.

The following comments are advisory only and do not constitute actual contract language.

30.3 This section was changed in three ways. First, management must "announce" all positions which we intend to fill through reassignment, change to lower grade, or detail FROM THE REASSIGNMENT INTEREST APPLICATION FILE. (Note that there are other ways to fill a position through reassignment, change to lower grade or detail than through the reassignment interest application file.) This has generally been our past practice since the reassignment procedure was established in the 1988 contract. The "announcement" is a letter to employees, not the typical vacancy announcement form. The Staffing & Classification Section can provide supervisors with a sample letter.

Second, an employee who is not selected for reassignment, change to lower grade, or detail may request a meeting with the selecting official to learn why he/she was not selected. The Staffing & Classification Section can help you prepare for these meetings, if any are requested.

Third, the Personnel Office will now refer all reassignment interest applications on file (if any) along with the merit promotion or other certificates for any bargaining unit vacancy whether the supervisor requested them or not. The supervisor must indicate on the reassignment certificate whether a selection was made from that certificate. The supervisor is not required to interview these candidates; however, if one reassignment candidate is interviewed, all must be interviewed.

30.6 Management determines the qualifications for positions "announced" through the procedure in Article 30. These qualifications are not limited to the OPM Qualifications Requirements. For example, management may require experience with ADPS, experience with Microsoft Word Version 5.0, or other appropriate and job related experience. The Staffing & Classification Section of the Personnel Office can help supervisors determine appropriate qualifications.

ARTICLE 31 - SMOKING

We will submit the smoking issue to a direct vote of all St. Louis FmHA employees. The employees will be able to select one of two options:

A. Continue the Current Smoking Policy pending action by national authorities to restrict smoking in all federal buildings; or

B. Ban smoking in all FmHA space, limit smoking only to the designated smoking areas of the cafeteria and space completely outside the building (outside the double door entry). After the implementation period, there will be no additional "smoking breaks" during duty time.

Both bargaining unit and non-unit employees may vote in this special election. However, the votes of unit and non-unit employees will be tallied separately. All bargaining unit employees may vote in the unit part of the election including those who are not dues paying members of the union.

The decision will be based upon a 2/3 (66.6%) vote of those employees who choose to vote in each category (unit or non-unit). If 2/3 of the unit employees AND 2/3 of the non-unit employees both vote for option "B" then option B will be adopted. However, if either the unit employees or the non-unit employees vote against option "B" then option "A" will be adopted.

The vote will be held within 30 days of the effective date of this agreement (or within 30 of the arbitration decision if no agreement on this matter is reached) on a mutually acceptable Tuesday, Wednesday, or Thursday. The polis will be open from 9:00am to 3:00pm. There will be three union and three management officials to monitor the vote and count the vote (two each at 1520 Market Street and one each at 2350 Market Street). Employees may vote on duty time and need not take leave or vote during lunch or break. The Agency will prepare a list of all employees for the monitors to use. Identification will be done on the basis of the building pass.

Any votes cast for any options other than "A" or "B" will not count in any way for any purpose. It will be as if such a vote were not cast at all.

There will be no absentee ballots.

Proponents of each option may print and distribute literature supporting their point of view; however, **no** party, management, union, or employees may use government time or government equipment for purposes of promoting either option. Any campaign material must be printed or copied off-site at the expense of the individuals promoting that option. Any literature which is distributed must be distributed on non-duty time, in non-work areas, and identify the source of the material.

The results of the vote will be posted on bulletin boards the next work day and if option "B" is selected by 2/3 majority of both unit and non-unit employees. It will become effective 60 calendar days following the date of the election.

During the 60 day pre-implementation period, the Agency will offer all interested employees an opportunity to attend a smoking cessation program on the clock.

During the 120 days after implementation, smokers may, with advance notice to their supervisors, take on additional break of up to 10 minutes per day for the purpose of adjusting to the no smoking policy.

For the second 120 days after the no smoking policy is implemented, smokers may, with advance notice to their supervisors, divide their 30 minutes of morning and afternoon breaks into three separate 10 minute breaks for purpose of adjusting to the no smoking policy.

Effective with implementation, the Agency will pursue a liberal leave policy in granting annual, credit hours, and LWOP in 15 minute increments for smokers who wish to smoke more often than the 60 minutes of lunch and normal breaks (and during the initial 120 / 240 day periods the bonus breaks and split breaks) would permit. Employees may also use core time deviation in 15 minute increments for smoking.