

Collective Bargaining Agreement

between

**American Federation of Government Employees,
AFGE Local 2831**

and

USDA, Rural Development, Rural Housing Service



Effective Date: January 17, 2025

Duration: January 17, 2025 – January 16, 2028

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Preamble

The Union (American Federation of Government Employees, Local 2831) and the Employer (USDA, Rural Development Rural Housing Service, also referred to herein as the Agency, or Management) hereby enter this Collective Bargaining Agreement (hereinafter referred to as the Agreement).

The Parties completely adopt the Labor-Management Relations Statute, 5 USC Chapter 71, which states in its section 7101 the purpose and findings of Congress regarding Labor and Management relations and concludes that labor organizations and collective bargaining in the civil service are in the public interest.

It is the intent and purpose of both Parties to the Agreement to:

1. Promote and improve the efficient and effective administration of the Employer and the well-being of its employees as defined by the Federal Service Labor-Management Relations Statute (the Statute);
2. Establish and foster a basic understanding of personnel policies, procedures and practices, and matters affecting the conditions of employment;
3. Provide a means for amicable discussion and adjustment of matters of mutual interest at USDA, Rural Development Rural Housing Service; and
4. Promote and develop, as partners, new ways to better serve our customers in the rural communities nationwide, who are our reason to be as civil service employees.

The Parties to this Agreement recognize that they have a mutual and cooperative interest in accomplishing the Employer's mission. They agree accomplishments will be greater by creating an atmosphere of cooperation and trust between Labor and Management.

By entering into this Agreement, both Parties agree to work towards the creation of a work environment in which each individual treats all others with respect, consideration and dignity. In an atmosphere of mutual respect and trust, all Parties shall be treated fairly and equitably in the administration of personnel policies, practices, procedures and matters affecting conditions of employment with proper regard for their privacy and their legal and constitutional rights.

Definitions

As used in this Agreement, the following terms are intended to have the definitions that follow them.

1. **Adverse Action:** A personnel action which affects an employee through removal, suspension for more than fourteen (14) days, reduction in grade, reduction in pay or furlough without pay for thirty (30) days or less, in accordance with 5 USC Chapter 75, Subchapter II. It does not include removal of a probationary employee, a suspension or removal for national security reasons, a reduction-in-force action, a reduction in grade or removal for unacceptable performance, or an action by the Special Counsel of the Merit System Protection Board.
2. **Agency (or Management or Employer):** USDA, Rural Development, Rural Housing Service.
3. **Amendments:** modifications to the basic Agreement to delete, change portions, sections, or articles of the Agreement.
4. **Authority:** Authority means the Federal Labor Relations Authority described in section 7104(a) of the Federal Service Labor-Management Relations Act (Chapter 71 of the Civil Service Reform Act of 1978).
5. **Arbitration:** a method for settling a dispute by having an impartial third party decide the issue. The decision of the third party (arbitrator) is usually binding.
6. **Bargaining Unit:** generally, a group of workers who have chosen a labor organization to be their exclusive representative for bargaining with their employer about their working conditions. Here, the group of employees of the Agency who voted to be represented by the Union as defined below (see Article 1, Parties to the Agreement, Recognition, Definition of Bargaining Unit, and Coverage of the Agreement).
7. **Collective Bargaining:** the performance of the mutual obligation of the representative of an Agency and the exclusive representative of employees in an appropriate unit to meet at reasonable times and consult and bargain in good-faith effort to reach agreement with respect to the conditions of employment affecting such employees. The representatives are obligated 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.
8. **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: (a) relating to political activities prohibited under subchapter III of Chapter 73 of Title VII; (b) relating to the classification of any position; or (c) to the extent such matters are specifically provided for by federal statute.
9. **Days:** calendar days unless otherwise noted.
10. **de minimis:** small enough to be ignored; too unimportant or trivial to be taken seriously.
11. **Disciplinary Action:** A Management-initiated action designed to correct and improve employee behavior. Disciplinary actions include letters of reprimand and suspensions of fourteen (14) days or less, in accordance with 5 USC Chapter 75, Subchapter I.
12. **Employees:** individuals who are both (a) employees within the meaning of the Federal Service Labor-Management Relations Statute and (b) employees of the bargaining unit covered by this Agreement.

13. **Employer:** see Agency above.
14. **Grievance:** A grievance means any complaint:
- A. By an employee in the bargaining unit concerning any matter relating to the employment of the employee.
 - B. By the Union concerning any matter relating to the employment of any employee in the bargaining unit; and
 - C. By any employee in the bargaining unit, the Union, or the Agency concerning:
 - 1. The effect or interpretation, or a claim of breach, of this Collective Bargaining Agreement; or
 - 2. Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
15. **Grievance Arbitration Hearing:** an arbitration hearing where an individual employee, group of employees, the Union, or the Employer seeks to obtain resolution through the arbitration process under Article 24, Arbitration, of a dispute arising from differing claims about rights created by contract, regulation or statute.
16. **Impasse:** the condition when the representatives of the Employer and Union have, after a thorough exchange of views in bargaining about negotiable matters, been unable to arrive at a mutually agreeable resolution of their differences.
17. **Mid-Term Bargaining:** negotiations between the Agency and the Union, dealing with conditions of employment of the bargaining unit employees covered by this Agreement which are not currently contained in the Agreement. See Article 5, Negotiations During the Term of the Agreement.
18. **Management:** see Agency above.
19. **Official Time:** Time granted to an employee in the bargaining unit to perform non-Agency business during duty hours pursuant to section 7131 of title 5, United States Code without loss of pay or charge to leave to represent themselves, the Union and/or bargaining unit employees.
20. **Seniority:** the length of an employee's: (a) federal government service as measured by Service Computation Date for leave; then (b) continuous seniority in Rural Development agencies; then (c) continuous USDA seniority.
21. **Shall:** used herein to express what is mandatory.
22. **Union:** American Federation of Government Employees, Local 2831.
23. **Union Representative:** elected or appointed officials of AFGE Local 2831, including stewards and other designated representatives. Also includes, but is not limited to, staff members of AFGE District 2 and National Headquarters of AFGE.

Article 1 Parties to the Agreement, Recognition, Definition of Bargaining Unit, and Coverage of the Agreement

Section 1.1 Parties to the Agreement

The Parties to this Agreement are the Union and the Agency as defined within the Preamble.

Section 1.2 Recognition

The Employer recognizes American Federation of Government Employees, Local 2831, as the exclusive representative of all employees (hereinafter sometimes referred to as employees or bargaining unit employee(s)) in the bargaining unit as defined below or as amended by the Federal Labor Relations Authority in any future certifications.

Section 1.3 Definition of the Bargaining Unit

The Union is the exclusive representative of all employees in the following unit:

Included: All nonprofessional employees of the National Office, Rural Housing Service, U.S. Department of Agriculture, nationwide.

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

Section 1.4 Coverage of the Agreement

This Agreement covers only those positions which are in the bargaining unit.

Article 2 Governing Laws and Regulations

Section 2.1 - Relationship to Laws, Government-wide Rules, and Regulations

A. In the administration of all matters covered by this Agreement, the Parties shall be governed by: (i) Federal laws and Government-wide rules and regulations; and (ii) Employer policies, procedures, and practices, as they have been and may in the future be amended, so long as they do not conflict with Federal laws and Government-wide rules and regulations.

B. In the event any present or future Departmental Regulation or Rural Development Instruction conflicts with any portion of this Agreement, this Agreement shall prevail except as may be provided by 5 USC 71 and shall not be changed except pursuant to Article 5, Negotiations During the Term of the Agreement.

Section 2.2 Past Practices

This Agreement supersedes and cancels all previous formal and informal labor agreements, including any past practices, and serves as the sole Agreement between the Parties.

Article 3 Union and Management Rights

Section 3.1 General

In matters relating to personnel policies, practices and other conditions of employment, the Parties shall have due regard for the responsibilities and obligations imposed by 5 USC Chapter 71, this Agreement, and supplements thereto.

Section 3.2 Restraint

The Agency shall not restrain, interfere with, or coerce any Union official or representative in the exercise of their rights under 5 USC Chapter 71 because of the performance of duties within the scope of this Agreement, or against any bargaining unit member for filing a grievance/complaint, or acting as a witness under this Agreement, the Law, or applicable regulations.

Section 3.3 Representation

- A. The Union is the exclusive representative of the bargaining unit and is entitled to act on behalf of bargaining unit employees. The Union is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to Union membership.
- B. Designated officers or representatives of the Union who are within the bargaining unit have the right to represent bargaining unit employees on official time in accordance with the provisions of Article 28, Official Time. Management shall recognize representatives designated by the Union.
- C. The Union shall provide Management current listings of officers and stewards, and the office to which they are assigned. To the extent reasonably possible, the Union shall assign stewards to the Agency's facility at or nearest to the facility in which the individual works.
- D. Following reasonable notice, the Agency, in accordance with Section 3.10 of this Article, shall permit Union representatives to enter and visit Agency space during normal working hours for representational purposes. To the extent reasonably possible, the Union shall coordinate these visits with Management at the premises where the visit is to occur.

Section 3.4 Union Rights and Responsibilities

- A. The Union has the right to represent an employee or group of employees in presenting a grievance or when raising matters of concern or dissatisfaction with Management.
- B. The Union has the exclusive right to represent employees under the Negotiated Grievance Procedure in this Agreement and any other appeals process established as a result of bargaining.
- C. An employee or group of employees have the right to present their grievances or complaints to the Employer without representation by the Union. Employees may do so by notifying both Parties in writing that they have chosen to represent themselves in the proceeding.
- D. The Union has the right to be present, to represent the bargaining unit at any formal discussion of the grievance between an Employer representative and an employee who has elected self-representation. An employee or group of employees and the Employer will not enter into any binding agreements without concurrence of the Union because the agreements may violate this Agreement and Government-wide law, rule and regulation.
- E. Working Groups. Before forming a committee or working group to discuss changes to employment conditions that is composed of one or more members of Management and one or more bargaining unit

employees, the Employer will first inform the Union about the idea, its purpose, its participants and expected duration if known. The Union may designate a Union representative to participate in the committee. If the Employer chooses to implement any changes made by the working group, the changes will be subject to impact and implementation bargaining, as long as they relate to conditions of employment. This provision does not prevent the Employer from creating working groups that include employees from the bargaining unit to (1) discuss matters unrelated to conditions of employment or (2) participate in working groups solely as subject matter experts.

Section 3.5 Formal Discussions

A. Consistent with 5 USC 7114(a)(2)(A), the Agency shall give the Union, as the exclusive representative of bargaining unit employees, an opportunity to be represented at any formal discussion between one or more representatives of the Agency and one or more employees in the bargaining unit or their representatives concerning any grievance, personnel policy or practice or other general conditions of employment.

B. The Agency shall give the Union such opportunity to be present by delivering to its President or designee written reasonable advance notice of the formal discussion. At a minimum, the notice shall identify the expected: (a) date and time of the meeting; (b) facility and room in which the meeting shall be held if not virtual; (c) employee(s) with whom the meeting is to be held; (d) Agency representative(s) who will attend; and (e) general subject of the meeting. In each case, whether written advance notice of a formal discussion was reasonable depends on the specific circumstances of that case.

C. The Agency shall also approve, upon request, reasonable official time for the Union's President or designee, if a member of the bargaining unit, to attend the formal discussion.

Section 3.6 Notice of Changes in Conditions of Employment

The Parties recognize that changes may occur in the workplace on a regular basis. Whenever either Party decides to change a matter affecting conditions of employment subject to bargaining under 5 USC Chapter 71, it shall give the other Party notice as required by Article 5, Negotiations During the Term of the Agreement.

Section 3.7 Notice to Employees of Exclusive Representation

The Union shall provide a general notice to employees of the exclusive recognition granted to the Union, together with a list of Union-designated representatives and their work locations and telephone numbers to be posted on Union bulletin boards or electronic equivalent.

Section 3.8 Communications with Bargaining Unit Employees

Consistent with 5 USC 71, the Agency shall not communicate directly with employees regarding conditions of employment in a manner that improperly bypasses the Union.

Section 3.9 Management Rights

Subject to the obligation to bargain established by 5 USC Chapter 71, nothing in this Agreement shall affect the authority of the Agency:

A. To determine the mission, budget, organization, number of employees, and internal security practices.

B. In accordance with applicable laws:

1. To hire, assign, direct, layoff, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
2. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Agency's operations shall be conducted;
3. With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source, and
4. To take whatever actions may be necessary to carry out the Agency mission during emergencies.

Section 3.10 Management Obligations

The Employer will work with all persons, entities, or organizations who control or execute activities to ensure all obligations in this Agreement are met.

Article 4 Employee Rights

Section 4.1 Organizational Rights

- A. Each employee in the bargaining unit shall have the right to form, join, or assist any labor organization, or to refrain from such activity, freely and without fear of penalty or reprisal; and each employee shall be protected in the exercise of such right.
- B. Except as otherwise provided under 5 USC Chapter 71, bargaining unit employees have 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 5 USC 71.

Section 4.2 Personal Rights

- A. There shall be no restraint, interference with or coercion against any bargaining unit member in the exercise of their rights under 5 USC Chapter 71.
- B. The Employer and the Union shall annually inform bargaining unit employees electronically of their rights under 5 USC 7114(a)(2)(B).
- C. Pursuant to 5 USC 7116, employees have the right to participate in picketing against the Employer or any other organization, when such picketing does not interfere with Agency operations.
- D. This Agreement shall not prevent any employee, regardless of Union membership, from bringing any matter of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, or Agency policies, or from choosing their own representative in a statutory appeal action.
- E. Nothing in this Agreement shall cancel or annul any employee right or require an employee to become or to remain a member of a labor organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.
- F. An employee shall not be disciplined or otherwise discriminated against because they have filed a complaint or given testimony under the Civil Service Reform Act, the Negotiated Grievance Procedure, or any other procedure available to redress complaints.
- G. To the extent possible, instructions, directives and orders communicated to employees by Management officials should be reasonably consistent. An Employee who does not understand an instruction, directive or order has the right to request clarification of that communication. To the extent possible, a supervisor's instruction, directive or order must be complied with once given, whether or not the employee believes those instructions to be consistent, fair or reasonable, unless compliance poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. An employee who concludes that a supervisor's instruction, directive or order is not consistent, fair, reasonable, or is unsafe has the right to pursue their dissatisfaction through the Negotiated Grievance Procedure.

Section 4.3 Whistle-Blower Protection

In accordance with 5 USC 2302(b)(8), the Employer shall not take any action against an employee in reprisal for the employee's lawful disclosure of information that the employee reasonably believes evidences a violation of law, rule, or regulation, or evidences mismanagement, a waste of funds, an abuse of authority, or a danger to health or safety.

Section 4.4 Right to Union Representation

A. If an employee wishes to discuss a problem or potential grievance with a Union representative, the employee shall have the right to contact the Union representative on duty time, and may do so by means of telephone, e-mail, Microsoft Teams or successor, or in person if co-located, so long as the employee and Union representative have requested and the supervisors have approved the official time in advance.

B. In accordance with 5 USC 7114, the exclusive representative shall be given the opportunity to be represented at any examination of an employee in the bargaining unit by a representative of the Agency in connection with an investigation if:

1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
2. The employee requests representation.

The right to Union representation is not intended to interfere with the routine interaction between supervisors and employees in the normal course of a workday.

Section 4.5 Voluntary Activities

Employee participation in the Combined Federal Campaign, blood donor drives, Feds Feed Families and other worthy projects will be voluntary. This does not preclude the Employer giving general publicity and encouragement to employees to contribute. The Employer will not require or coerce employees to invest their money, donate to charity or participate in these activities. The Employer will not treat employees more, or less, favorably because the employee chooses or does not choose to participate in such campaigns or projects.

Article 5 Negotiations During the Term of the Agreement

Section 5.1 - Purpose

The purpose of this Article is to establish a process to govern mid-term negotiations.

Section 5.2 Matters Covered by This Agreement

A. At any time during the life of this Agreement, the Parties may bargain about and enter into memoranda of agreement or of understanding concerning matters covered by this Agreement voluntarily.

B. In addition, during the thirty (30) calendar days preceding the first and second anniversaries of the effective date of this Agreement, either Party may reopen up to two (2) Articles by giving the other Party: (a) written notice of its intent to do so; and (b) a copy of its proposed Article(s).

Section 5.3 Matters Not Covered by This Agreement

Recognizing that the Agreement cannot cover all aspects or provide definitive language on each subject addressed, it is understood that the obligation to engage in mid-term bargaining is limited to Articles reopened pursuant to Section 2-B above and to matters not covered by this Agreement.

Section 5.4 Mid-Term Bargaining

A. Whenever the Agency decides to make a change which affects a condition of employment and the change is more than *de minimis*, it shall provide the Union President or designee written notice of the change at least fourteen (14) calendar days in advance of the anticipated date of implementation unless: (a) the change is already covered by this Agreement; and/or (b) the Union has already waived its right to bargain about the change.

1. The notice shall include a statement of: (a) the specific changes; (b) the general identity of the employees who will be impacted; and (c) the Agency's designated representative for the issue. If the Union wishes to negotiate on the proposed change, it shall notify Management in writing within seven (7) calendar days of receiving Management's notice.

2. If the Union submits a timely request to negotiate, it shall subsequently provide specific proposals for negotiation, including specific language for a written agreement, within seven (7) calendar days of its request to bargain.

3. Bargaining shall begin as soon as reasonably possible and as agreed by the Parties, but not later than twenty (20) calendar days after the Agency's receipt of Unions proposals. Negotiations during which the Parties make a good faith effort to reach agreement shall last no more than seven (7) calendar days or as agreed by the Parties.

4. If no agreement is reached, each Party shall have the full right of exercising its statutory and/or contractual rights, including moving the matter to mediation and to impasse.

B. Proposed changes will not be implemented until all proposals have been negotiated to agreement or through resolution by the Federal Service Impasses Panel, to the extent required by and in accordance with law.

C. The Parties recognize that the timeframes set in this Agreement to initiate bargaining are based upon normal circumstances and may occasionally need to be shortened to meet compelling operational needs. The Parties agrees not to set artificial deadlines for implementing changes in order to circumvent the normal timeframes.

D. The foregoing is not intended, and shall not be interpreted, in any way so as to limit the Union's right to initiate bargaining over subjects not covered by this Agreement.

Article 6 Dues Withholding/Revocation

A. Dues Withholding. In order to initiate Union dues withholding by payroll deduction, a bargaining unit employee must complete a Standard Form (SF) 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues", or alternatively, may initiate Union membership by enrolling in AFGE E-Dues. The SF-1187 can be obtained from either the Union or the Human Resources Contact or OPM website. The employee must complete the appropriate spaces, sign it, and submit it to the Union.

B. Dues Revocation. A bargaining unit employee may terminate Union dues withholding after the one-year anniversary date of the pay period in which the allotment began by submitting a completed SF 1188, "Cancellation of Payroll Deductions for Labor Organization Dues", or successor. The SF 1188 can be obtained from either the Union or the Human Resources Contact. The employee must complete the form, sign it, and submit it to the Union.

Article 7 Effective Date, Duration and Distribution of Agreement, and Training

Section 7.1 Effective Date and Duration of Agreement

This Agreement shall become effective for an initial period of three (3) years on the earlier of the following two dates: (1) the 31st day from the date it was executed by the Parties unless it has been disapproved by the Agency head pursuant to 5 U.S.C. 7114(c)(2); or (2) the day it is approved after review by the Agency head.

Section 7.2 Expiration and Renewal or Reopening of Agreement

A. This Agreement shall expire at the end of the initial three (3) year period it is in effect, except that thereafter it shall renew itself automatically for yearly periods if neither Party gives written notice of its desire to terminate, modify or reopen the Agreement not more than 105 calendar days and not less than 60 calendar days before an expiration date. If such notice is given, this Agreement shall remain in full force and effect until the changes have been negotiated and approved. Following receipt of such written notice, the Parties shall meet within thirty (30) calendar days to begin negotiations on ground rules.

B. If neither Party gives timely notice of a desire to terminate, modify or reopen this Agreement, the Agency Head shall have the opportunity to review the Agreement to ensure its compliance with law, rule, and regulation. The Parties shall meet within thirty (30) calendar days of Agency Head review to incorporate any mandatory changes into the Agreement.

C. Any supplements or amendments to this Agreement concluded by the Parties shall become part of this Agreement and shall terminate at the same time as this Agreement unless the Parties expressly provide otherwise in writing.

Section 7.3 Distribution

Within thirty (30) calendar days of the signing of this Agreement, the Employer shall: (a) distribute electronic copies to all current bargaining unit employees; (b) post the Agreement on a designated electronic Agency site accessible to bargaining unit employees; and (c) notify employees of where to access the Agreement.

Section 7.4 Training

The Employer agrees to conduct an initial joint Employer-Union presentation that is optional for employees, Union representatives and Management officials once this Agreement is established.

Article 8 Official Travel

Section 8.1 Policy

The compensation and reimbursement of employees for travel shall be governed by the Federal Travel Regulations.

Section 8.2 Compensation and Travel

Whenever practicable, time spent in travel status away from the employee's official duty station will be scheduled by the Agency within the employee's normal working hours. When travel is performed during non-duty hours, the determination of whether such travel constitutes hours of work will be made under 5 USC or the Fair Labor Standards Act, whichever is applicable. The employee will be compensated accordingly.

Section 8.3 Unavoidable Delay While on Official Business

A. If an employee who is away on official government business finds they are unable to return to their home station through no fault of their own, the employee shall notify their supervisor as soon as possible and obtain appropriate instructions. In such instances, the employee shall be paid overtime or approved compensatory time, as appropriate, for any time beyond normal duty hours when they performed official duties. If the employee is unable to return to their duty station and must stay overnight at some other location, per diem expenses shall be paid when appropriate.

B. Employees also shall be entitled to compensatory time for time spent in travel, in accordance with law, rule, regulation and Agency policy.

Section 8.4 Use of Vehicles

A. When an employee is authorized to use a privately-owned vehicle (POV) instead of an available government-owned vehicle (GOV) the Agency shall reimburse the employee for mileage using:

1. the maximum rate consistent with regulations of the General Services Administration (GSA) when the employee's use of the POV has been authorized because doing so is advantageous to the government; or
2. the maximum reduced rate permitted by GSA when the employee's use of the POV has been authorized for some reason other than the government's advantage.

B. The Agency will not require employees to drive or ride in GOVs that are not functioning or equipped properly. When an employee is assigned a GOV that is not functioning or equipped properly, the employee shall immediately report the situation to their supervisor or designee.

C. Using GOVs for home-to-work transportation may be permitted with prior supervisory approval for situations that meet the requirements outlined in Departmental Regulation 5400-005, Use of Government Vehicle for Home to Work, or successor.

Section 8.5 Return to Duty Station

In accordance with Rural Development Instruction 2036-A, Travel Regulations and Policies or successor, employees on extended TDY travel (assignments greater than 30 days) may be authorized only per diem or actual expense and round-trip transportation expenses, periodic return travel on non-workdays to their residence or official station when:

- (i) The Employer requires the employee to return to their official duty station to perform official business; or
- (ii) The Employer will realize a substantial cost savings by returning the employee to their residence; or
- (iii) Periodic return travel to their residence is justified incident to an extended TDY assignment.

Section 8.6 Local Travel

A. Local travel is travel performed by the most direct route, within and adjacent to a 50-mile radius of an employee's official worksite, duty station or alternate approved worksite, to conduct official business. Local travel does not include any official travel that is part of a temporary duty (TDY) travel authorization, including travel to a common carrier terminal in the employee's local travel area in conjunction with TDY.

B. Employees are generally entitled to be reimbursed local travel expenses incurred while performing official business in or around their official duty station/worksite or alternate worksite. However, reimbursement is limited to local travel expenses exceeding those the employee incurs for normal commuting.

C. Allowable local travel expenses may include such things as the cost of subway, bus, train, taxi, transportation network companies (e.g., Uber, Lyft), innovative mobility technology companies (e.g., Zipcar, HyreCar, Getaround, Capital Bikeshare), mileage, tolls, and parking. The use of a rental car in or around the local travel area is strictly prohibited.

D. When a Government-owned vehicle (GOV) is authorized, advantageous, and available, employees should use a GOV for local travel before choosing another option.

E. Local travel must be requested and approved in advance. The employee seeking reimbursement must clearly illustrate and justify before incurring local travel expenses that the local travel is a necessary additional out-of-pocket expense, and not part of the normal commuting expenses.

F. Local travel expense reimbursements must be claimed within 30 days of incurring the expense; reimbursements should be made through the time and attendance system.

G. Telework employees.

1. If an employee is informed in advance of the employee starting their workday that they must commute to work on a day when the employee was already scheduled to telework, or if an employee chooses to come in on a previously scheduled telework day, then time spent traveling to the traditional work site is considered commuting and the employee will not receive a local travel reimbursement.

2. If a telework employee is directed to report to an alternate work location other than their normal work location for the day (i.e., departing either from their regular telework location or their official duty station), local travel reimbursement may be authorized.

3. If a telework-eligible employee chooses to come into a traditional work site, when not required to do so, time spent traveling to and from work is considered commuting time; no local travel reimbursement is authorized.

H. Remote employees.

1. If a remote work employee is notified in advance of the requirement to report to an Agency work site that is within a 50-mile radius of the employee's official duty station (typically their home), then travel to and from the Agency work site is considered commuting and no local travel reimbursement is authorized. Employees under these circumstances who reside more than fifty (50) miles from the Agency work site will be reimbursed for the number of miles over fifty (50).
2. If a supervisor requires a remote work employee to report to an Agency work site after their workday begins, and they live close enough for same-day reporting to be possible, time spent traveling to and from the worksite during regular work hours is considered paid work time and local travel reimbursement is authorized.
3. If a remote work employee chooses to come into a traditional work site, when not required to do so, time spent traveling to and from work is considered commuting time and local travel reimbursement is not authorized.
4. A remote work employee approved to report to a non-Agency work site is entitled to be reimbursed the full round-trip mileage regardless of distance.

Article 9 Health and Safety

Section 9.1 Policy

The Agency and the Union have a common interest in promoting safe working habits and safe working conditions. The Agency has an obligation to provide safe working conditions. All employees are required to report unsafe conditions promptly. The Agency and the Union recognize that observing safe work practices is primarily the responsibility of each employee.

Section 9.2 General

- A. The Agency shall, in the event an employee sustains a job-related injury, disease, or illness, provide advice and assistance to the employee in completing and submitting a Worker's Compensation claim (for details, see Article 31, Workers' Compensation Program).
- B. The Agency shall, to the extent of its authority and consistent with the applicable requirements of Title 29 Part 1960 of the Code of Federal Regulations, as well as other applicable health and safety codes, provide and maintain safe and healthful working conditions for all employees and shall provide places of employment that are free from recognized hazards that are causing or are likely to cause death or serious physical harm. The Union shall cooperate to that end and encourage all employees to work in a safe manner.
- C. The Agency, in accordance with Section 3.10 of this Agreement, shall ensure that the poster titled "Occupational Safety and Health Protection for USDA Employees" identifying the appropriate office Point of Contact (POC) is displayed in each office.
- D. The Union has the responsibility to advise the Agency concerning safety and health problems.
- E. Employees with remote duty stations at their residence are subject to the Federal Employees' Compensation Act. All other requirements in this Article do not apply to remote duty stations, only to Agency owned and leased office space.

Section 9.3 Agency Responsibilities

- A. Assisted by the Union, the Agency shall work with all persons, entities or organizations which own and/or control workspace to which bargaining unit employees are assigned to ensure that healthy and safe working conditions are maintained and to ensure compliance with applicable laws, rules, and regulations. The Agency and the Union shall also take appropriate action to ensure that any reported hazardous or unsafe working conditions are examined and, if necessary, corrected in a timely manner.
- B. The Agency shall, in accordance with Section 3.10 of this Agreement:
 - 1. Provide information concerning Federal Employee Health Benefits and Life Insurance Programs, and occupational health services;
 - 2. Make reasonable efforts to provide clean restrooms at Government facilities in which normal supplies shall be available at all times and in which all equipment is in working order;
 - 3. Provide and maintain in each office adequate fire and disaster plans and equipment, including smoke detection devices and exit signs that are visible during power failure;
 - 4. Work with the building manager, the Department, GSA, and private lessors, to have safe electrical equipment and adequate ventilation in all work areas;

5. Ensure potable water is accessible to employees at Government facilities; and
6. Follow GSA regulations in providing facilities appropriate and adequate to accommodate the needs of qualified disabled employees.

Section 9.4 Union Responsibilities

The Union shall take appropriate action to encourage all bargaining unit employees to work safely with due consideration for the safety, health and comfort of all fellow employees. To avoid preventable unhealthy or unsafe working conditions, the Union shall encourage respect and care by bargaining unit employees for the Agency's facilities and equipment and their own work environment.

Section 9.5 Employee Reports of Unsafe or Unhealthy Working Conditions

- A. Employees who believe that an unsafe or unhealthy working condition exists are required to report the condition to the office POC and their supervisor. The Agency shall not require any employee to work in a situation posing the threat of imminent danger.
- B. In the event the office POC is a bargaining unit employee, the POC shall notify the appropriate supervisor of the safety concern.
- C. If any employee reports the existence of an unsafe or unhealthy working condition, the Agency shall make reasonable efforts to investigate the condition as soon as reasonably possible and, if necessary, to report the condition for further investigation.
- D. When a work-place inspection is conducted by the Agency's safety representative or by an outside Agency, the Union shall be invited to accompany the inspectors on official time. During the course of any such inspection, any employee may call the attention of the inspector to any unsafe or unhealthful working conditions.
- E. Employees shall perform properly assigned duties unless they reasonably believe that compliance or performance poses an imminent risk of death or serious bodily harm. If such a belief exists, the employee must contact their supervisor as soon as it is safe to do so and discuss the circumstances and appropriate action.
- F. If a hazardous condition is discovered in any Federally owned/leased workplace, the Agency, in accordance with Section 3.10 of this Agreement shall post and maintain notices of the condition to employees at or near the location of the hazard until the condition has been corrected. Such notices shall: (a) contain a warning; (b) describe the unsafe or unhealthful working condition; and (c) describe any precautions that applicable regulations require employees to take.
- G. The Agency, in accordance with Section 3.10 of this Agreement, shall assure prompt abatement of unsafe or unhealthy working conditions found to exist. When prompt abatement cannot be accomplished, the Agency shall develop, following consultation with the Union, a plan setting forth a timetable for abatement and a summary of interim steps to protect employees. Employees exposed to such conditions shall be informed of the abatement plan and the Union shall be consulted during the implementation of the plan. When the hazard cannot be abated without the assistance of GSA or other Federal lessor Agency, the Agency shall work with the lessor Agency to seek abatement.
- H. Whenever reasonably possible, the Agency shall inform the Union no later than one (1) full workday in advance when paints or pesticides are to be used in the presence of, or in close proximity to, employees. This notice shall also include any warning statements given to the Agency by the organization using the paints or pesticides or that the Agency otherwise possesses.

I. The Agency shall not subject any employee to restraint, interference, coercion, discrimination or reprisal for filing a report of an unsafe or unhealthful working.

Section 9.6 Imminent Risk

A. Employees must comply with supervisory orders unless obeying the order would be unlawful or compliance would pose an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures.

B. If an employee does not agree with Management's orders, a grievance may be submitted to the Union representative in accordance with Article 23, Negotiated Grievance Procedure.

Article 10 Hours of Work

Section 10.1 Preamble

A. Employees' hours of work shall be administered in accordance with 5 United States Code Chapter 61, 5 Code of Federal Regulations Part 610, Rural Development Instruction 2051-F, Hours of Duty and this Agreement. This Article prescribes the policies covering hours of work for employees in accordance with applicable law and regulation. The implementation of any Alternative Work Schedule (AWS) requires good judgment to guarantee that the arrangement does not make it necessary for any staff member to carry an unreasonable burden, while also enabling the Agency to meet its mission needs.

B. AWSs increase the number of possible work-life arrangements employees may make. No work unit or employee is automatically excluded from participating in any available AWS, so supervisors must review each work schedule request before approving it to see that approval would not affect the Agency's mission and office operations adversely.

Section 10.2 General Provisions

A. Pay Period. The pay period shall be a period of fourteen (14) consecutive calendar days beginning on a Sunday and ending on a Saturday.

B. Basic Workweek. The basic workweek shall be Monday through Friday. Exceptions may occur when mission requirements make it necessary temporarily to include Saturdays or Sundays as part of the basic workweek for certain employees.

C. Core Hours. The core hours during which all full-time employees must be present during their normal tour unless on approved leave or scheduled lunch period shall be 9:00 a.m. to 2:30 p.m.

D. Lunch Break. All full-time employees are required to take an unpaid lunch break of between 30 and 60 minutes daily between 11:00 a.m. and 2:00 p.m. The supervisor and employee shall determine the approximate time at which the employee takes their meal period. With prior supervisory approval, in those rare instances when an employee is prevented from taking a lunch break between 11:00 a.m. and 2:00 p.m., the Agency shall permit the employee to take their meal period outside those times. The lunch break may not be scheduled at the end of the workday.

E. All employees shall submit a biweekly work schedule request in writing to their supervisor for approval. The request should be made using the AD-2001 "Designation of Tour of Duty" or successor and must include tour of duty start and end times.

Section 10.3 Employer Initiated Schedule Changes

A. The Agency shall not change the work schedule of an employee without a justifiable mission related reason.

B. The Agency shall notify both the affected employee(s), and the Union of all Employer initiated changes, whether permanent (i.e., indefinite) or temporary (e.g., the suspension of an AWS under Section 8 below) in the work schedules of bargaining unit employees.

1. Notice for temporary changes shall be provided as soon as the Agency is aware of the need for the schedule change. Unless circumstances require that notice be shorter, the Agency shall give such notice at least in advance of the pay period in which the change is to be effective. Employees may have personal scheduling conflicts that arise as a result of a schedule change and should be reviewed by the Employer on a case-by-case basis.

2. Notice for permanent or indefinite changes shall be provided in accordance with Article 5, Negotiations During the Term of the Agreement.

Section 10.4 Adjusting Work Schedules for Religious Observances

On request, the Agency may permit an employee whose personal religious beliefs require that they abstain from work at certain times of the workday or workweek to work alternative hours so the employee can meet the religious obligation. The employee shall submit their request in writing and at least one (1) pay period in advance, see Section 10.7 C 2 below. If the alternate work hours would cause an undue hardship on the Agency's mission, the Agency may refuse to permit the change by sending the employee and Union notice in writing.

Section 10.5 Traditional Fixed Work Schedule (non-AWS)

- A. All full-time employees may work a traditional or non-AWS fixed work schedule, i.e., 8 hours per day/40 hours per week with a fixed start/stop time and lunch break, to fulfill their basic work requirement.
- B. The stop time of the employee's workday is determined by adding the scheduled work time to the scheduled length of the lunch break. For example, the stop time for an employee on a traditional fixed work schedule who begins work at 8:00 a.m. and elects a 45-minute lunch break, is 4:45 p.m.

Section 10.6 Alternative Work Schedules (AWSs)

A. General

1. The use of AWSs can improve productivity and morale while providing greater service to the public. Subject to adverse Agency impact, AWSs shall be available to bargaining unit employees except as set forth in this Article.
1. The work schedules of employees shall be consistent with staffing that is adequate as determined by the Agency.
2. Due to the nature of their duties and requirements of some positions, not every employee may be eligible to work every AWS.
2. Working under a telework agreement shall not in and of itself disqualify an employee from working an AWS.

B. AWS includes both flexible work schedules (FWS) and compressed work schedules (CWS). FWS include flexitour, gliding and maxiflex. CWS include 5/4-9 and 4-10 schedules. With Supervisor approval, all eligible employees may work any of the following AWS options to fulfill their basic work requirement:

1. Flexitour. The Flexitour schedule is a type of FWS on which full-time employees work daily during the core hours established in this Article according to a schedule fixed in advance of the pay period, but with start/stop times and lunch breaks which may, as agreed between the employee and supervisor, differ from one day to another. Thus, employees may request start/stop times within the periods of 6:00 a.m.-9:00 a.m., and 2:30 p.m.-6:00 p.m. respectively. Employees work eight (8) hours each work day for a total of 80 hours each biweekly pay period, e.g., 8:00 a.m.-4:30 p.m., or 8:15 a.m.-4:45 p.m. Flexible lunch breaks are available for employees working a Flexitour schedule so, subject to work needs, the employee does not have fixed lunch break starting/stopping times but elects when to take their lunch break starting no earlier than 11:00 a.m. and ending no later than 2:00 p.m., subject to work needs.

2. Gliding. The Gliding schedule is a type of FWS on which full-time employees work daily during the core hours established in this Article according to a schedule of workdays fixed in advance, but with freedom during the pay period to alter freely their start/stop times and lunch break. Thus, employees may, if they wish: (a) choose different start/stop times within the periods of 6:00 a.m.-9 a.m., and 2:30 p.m.-6:00 p.m. respectively for each workday during the pay period; and (b) work eight (8) hours each workday for a total of 80 hours each biweekly pay period, e.g., 8:00 a.m.-4:30 p.m. on Monday, 8:15 a.m.-4:45 p.m. on Tuesday, etc. Flexible lunch breaks are available for employees working a Gliding schedule so, subject to work needs, the employee does not have fixed lunch break starting/stopping times but elects when to take their lunch break starting no earlier than 11:00 a.m. and ending no later than 2 p.m.

3. Maxiflex. The Maxiflex schedule is a type of FWS on which full-time employees may vary their start/stop times each workday within the periods of 6:00 a.m. to 9:00 a.m. and 2:30 p.m. to 6:00 p.m. respectively.

Maxiflex schedules may emulate a 5/4-9 or 4-10 schedule but are still considered a FWS and are not CWS.

Employees may work fewer than ten (10) days per bi-weekly pay period as long as the eighty (80) hour per pay period work requirement is met.

Employees must provide advance notice when the employee will not be arriving within 30 minutes of their anticipated arrival time.

Employees may not work more than twelve (12) hours in a day, inclusive of lunch period. This includes regular tour of duty and credit hours which the employee is entitled to earn.

Full-time employees must schedule a minimum of 5 ½ hours and a maximum of 10 hours, exclusive of lunch period, for each scheduled workday.

4. Compressed 5/4-9. The Compressed 5/4-9 schedule is a type of CWS on which full-time employees work eight 9-hour workdays and one 8-hour workday during the core hours established in this Article according to a schedule fixed in advance of the biweekly pay period for a total of 80 hours in the pay period. Thus, the employee chooses a fixed start/stop times between 6 a.m.-9 a.m. and 2:30 p.m.-6:00 p.m. respectively, and a fixed lunch break.

A part-time employee fulfills their work requirement (as established in their appointment) on nine (9) days during a biweekly pay period. The employee must obtain supervisory approval, based on the part-time appointment, of the number of hours the employee must work each workday.

Both full-time and part-time employees must obtain supervisory approval of the fixed starting/stopping times of their lunch breaks, subject to work needs.

5. Compressed 4-10. The Compressed 4-10 schedule is a type of CWS on which full-time employees work 4 10-hour workdays in each work week during the core hours established in this Article according to a schedule fixed in advance of the biweekly pay period for a total of 80 hours in the pay period. Thus, the employee chooses: (a) fixed start/stop times between 6 a.m.-7:30 a.m. and 4:30 p.m.- 6:00 p.m. respectively; and (b) fixed lunch break starting/stopping times.

A part-time employee fulfills their work requirement (as established in their appointment). The employee and supervisor negotiate, based on the particular part-time appointment, the number of hours the employee must work each workday.

Both full-time and part-time employees negotiate with their supervisors the fixed starting/stopping times of their lunch breaks, subject to work needs.

C. Requests for Schedules and Schedule Changes

1. Employees on a fixed, compressed, or flexitour schedule may request to change their schedules no more than four (4) times per calendar year. Requests must be submitted and approved in the pay periods before the requested change becomes effective. Employees on a gliding or maxiflex schedule may request schedule changes as needed throughout the year.
2. Employees must complete an AD-2001, Designation of Tour of Duty to request a temporary or permanent work schedule change. Employees must submit the completed AD-2001 to their supervisor for review, to ensure that supervisory approval of the request will not adversely impact the Agency's mission and/or office operations.
3. An employee who requests a FWS must indicate which FWS they are requesting. Employees who request FWSs must select anticipated start and stop times within the periods of 6:00 a.m.-9 a.m., and 2:30 p.m.-6:00 p.m., respectively.
4. An employee who requests a CWS must indicate which schedule they are requesting, which day is requested as the non-workday(s), and in the case of the 5/4-9 schedule, which workday is requested to be the eight-hour day. The employee must also select a starting and stopping time within the arrival and departure time bands. Once these times have been selected and approved, the employee may not vary these times until a new request is submitted and approved (at the calendar quarter) except under extenuating circumstances.

D. Subject to supervisory approval, employees who work a FWS may request a core time deviation in which they would be absent during the core hours. This time must be made up within the same pay period during flexible time in lieu of charge to any type of leave. On occasion, with supervisory approval, employees on the Maxiflex work schedule may expand their lunch period within the established lunch band and make it up at the end of the day without a charge to leave.

E. If a supervisor denies a request for an established AWS or proposes to terminate an individual employee's participation in an AWS, they shall notify the employee in writing, provide the basis for the denial or termination and provide an alternate schedule to the employee. The supervisor may deny an employee's request for or propose to terminate an employee's participation in a particular AWS if the supervisor determines that the employee's participation could negatively impact the mission's work, coverage requirements or the need to respond to the public. Denials of requests to work AWSs shall not be arbitrary or capricious. An employee may challenge a supervisor's denial as set forth in Article 23, Negotiated Grievance Procedure.

Section 10.7 Temporary Suspension or Interruption of AWSs

A. The Agency shall make a reasonable effort to continue the participation of employees in AWSs without interruption. However, occasions may arise when, because of a need created by unusual and/or unanticipated workload or operational demands, the Agency must suspend or interrupt AWSs temporarily. The suspension shall be no longer than is necessary to meet the temporary need. If an employee's AWS is suspended temporarily, the Agency shall restore it automatically as soon as possible after the temporary need has ended. For the purposes of this Agreement, an AWS suspended temporarily is one that is suspended for a period of 28 calendar days or less. If the Agency believes it will be necessary to repeat any suspension or start a new suspension without first restoring the participation of an employee in AWSs, the Agency shall notify the Union before the end of the suspension. The Agency shall not suspend AWSs without good cause.

B. A supervisor may require that employees revert to the basic eight (8) hour day and 40-hour work week for a full pay period when an AWS is inconsistent with a need to accommodate (i) temporary assigned duties, or (ii) training/travel, or (iii) military leave, or (iv) any similar temporary factor.

C. To meet unforeseen urgent mission requirements, employees may be required to work irregular or occasional overtime on their scheduled day off. In those instances, employees who are not exempt under the Fair Labor Standards Act (FLSA) shall be compensated for such work by, at the election of the employee, receiving either (i) payment at overtime rates or (ii) compensatory time off. Employees who are exempt under the FLSA, and whose rate of basic pay is above the maximum rate for a GS- 10, Step 10, shall be compensated for irregular or occasional overtime by receiving compensatory time off or overtime at the election of Management.

D. Employees temporarily assigned to other parts of the organization shall work a schedule that meets the mission, operational, and customer service requirements of their assignments.

Section 10.8 Terminating AWSs

If the head of the Agency finds that a particular AWS has had an adverse Agency impact as defined in 5 U.S.C. 6131(b), the appropriate Agency representative shall promptly notify the Union of its desire to reopen the Agreement to terminate the availability of that particular AWS to employees. The Parties shall then negotiate over the Agency's proposal.

Section 10.9 Credit Hours

A. Employees who work FWS may earn credit hours. Employees who work traditional fixed schedules or CWSs are not eligible to earn credit hours.

B. Employees who wish to work credit hours must request to do so and be approved in advance of working the credit hours. Requests should be submitted through WebTA or successor with the purpose identified under Submitter Remarks. Supervisors shall approve or deny such requests promptly.

Upon request of the employee, the earning of credit hours may be approved retroactively where the circumstances warrant (e.g., where it was impractical for the employee to obtain advance approval and performing the work was necessary).

1. Employees shall not be authorized to work credit hours on holidays unless the employee is already scheduled to work.

2. Employees may earn credit hours on their regular day off as long as they meet their 80-hour workweek requirement.

C. If credit hours are approved and overtime is subsequently made available prior to the working of the credit hours, the employee shall be afforded the opportunity to elect to work the overtime.

D. Full-time employees may accumulate and carry over from one pay period to another a total of no more than 24 credit hours. Part-time employees may accumulate and carry over from one pay period to another a total of no more than $\frac{1}{4}$ of the hours in their biweekly basic work requirement. A full-time employee who has accumulated more than 24 credit hours (or a part-time employee who has accumulated more than the maximum allowed) is subject to forfeiture of the excess hours if they are not used prior to the end of the pay period.

E. The use of credit hours shall be subject to the same criteria as annual or sick leave. An employee may use earned credit hours for all or any part of any approved leave. Credit hours must be earned before they may be used.

Section 10.10 Holidays

A. Employees shall be entitled to all Federal holidays, declared by law or Executive Order.

1. For full time employees working a Monday-Friday schedule, if a holiday falls on a Saturday, it shall be observed the preceding Friday. If a holiday falls on a Sunday, it shall be observed the following Monday. This is referred to as an in lieu of holiday.
2. When a holiday falls on a non-workday of a part-time employee, that employee is not entitled to an in lieu of day for that holiday.

B. Regular Schedule

1. Full-time employees on a regular schedule (neither FWS nor CWS) who are relieved or prevented from working on a workday designated as a holiday shall receive their regular rate of basic pay for eight (8) hours on that workday.
2. A full-time employee who performs work on a holiday is entitled to their rate of basic pay plus premium pay equal to their rate of basic pay (double time) for that holiday work. Holiday premium pay is limited to a maximum of eight (8) hours on that workday. A full-time employee who performs overtime work on a holiday is paid in accordance with applicable overtime laws and regulations.
3. A part-time employee who performs work on a calendar holiday is entitled to their rate of basic pay plus premium pay equal to their rate of basic pay (double time) for that holiday work. Holiday premium pay is limited to the number of hours in the employee's regularly scheduled daily tour of duty, not to exceed (8) hours. Since part-time employees are not entitled to in-lieu-of holidays, they do not receive holiday premium pay for working on an in-lieu-of holiday.

C. FWSs

Full-time employees performing work on a FWS under this Article who are relieved from working on a day designated as a holiday shall receive their regular rate of basic pay for eight (8) hours on that day. Employees scheduled to work more than eight (8) hours on that day must use one of the following to make up the difference: annual leave, earned credit hours, earned compensatory time, or leave without pay.

1. A full-time employee who has been approved to perform work on overtime on a holiday is entitled to their rate of basic pay plus premium pay equal to their rate of basic pay (double time) for that holiday work. Holiday premium pay is limited to a maximum of eight (8) hours.
2. A part-time employee working a FWS who is relieved from working on a holiday shall receive their regular rate of basic pay for the hours the employee is scheduled to work that day, not to exceed eight (8) hours. For example, an employee who works ten (10) hours on a holiday (including one (1) hour of overtime work ordered by a supervisor) and who has a 9-hour basic work requirement on that day would earn holiday premium pay for the eight (8) holiday hours, their regular rate of basic pay for one (1) hour within the basic work requirement), and one (1) hour of overtime pay.
3. A part-time employee working a FWS who performs approved work on a holiday is entitled to holiday premium pay only for work performed during their basic work requirement.

D. CWSs

1. Full-time employees working a CWS in accordance with this Article who are relieved from working on a workday designated as a holiday shall receive their regular rate of basic pay for the number of hours of their CWS on that workday.

2. The Agency shall not require employees to move their regularly scheduled workdays off solely in order to avoid paying holiday premium pay or to reduce the number of holiday hours included in the basic work requirement.

Section 10.11 Reporting FWS Start/Stop Times

All employees working under FWSs shall record their exact daily start and stop times in the Agency's designated system (presently WebTA) for recording time and attendance.

Section 10.12 Breaks

A. Employees are authorized two (2) breaks lasting up to fifteen (15) minutes each day. No more than one (1) break period shall be taken in the morning or in the afternoon. Breaks may not be used to delay arrival times, extend lunch periods, or advance departure times, and may not be carried over or accumulated.

B. Break periods are part of the duty day and are compensable. It may be necessary, from time to time, to interrupt an employee's break because of Agency business, e.g., phone calls, or walk-in customers. In such cases, the employee shall shorten that break but is still authorized a total of fifteen (15) minutes at some time each morning and again each afternoon. Breaks shall be scheduled so as to maintain appropriate office coverage.

C. Employees shall: (1) inform supervisors or the Office if they anticipate deviating from their normal break time; (2) remain reasonably accessible during break periods, and (3) obtain supervisory approval before leaving the work site.

Article 11 Overtime

Section 11.1 Applicable Regulations

Bargaining unit employees will be regulated by RD Instruction 2051-H, "Overtime Pay".

Section 11.2 Guidelines

- A. Overtime shall be distributed fairly and equitably to all bargaining unit employees.
- B. Overtime shall not be distributed or withheld as a reward or penalty.
- C. The Employer will, to the maximum extent reasonably possible, notify the employees of the opportunity to work overtime work.
- D. The Employer will, to the maximum extent reasonably possible, give notice three (3) calendar days in advance to employees who will be required to work after their normal tour of duty.

Article 12 Union Use of Facilities and Services

Section 12.1 Office Space and Services

A. The Employer, in accordance with Section 3.10 of this Agreement, will make available adequate space for confidential discussions between bargaining unit employees and designated Union representatives, when such discussions are part of or reasonably necessary so the Union can perform its representational role. When available, suitable and allowable under any existing lease agreement, during and after duty hours, the Union may reserve and use the Employer's conference rooms or other suitable spaces for meetings of its officers, stewards, and employees to conduct internal Union business so long as employees of the Employer are neither in duty status nor on official time. The Union agrees to pay for any extra cost of using facilities outside of normal business hours, if such payment is required by the lease contract. The payment will not exceed the net cost to the Agency.

B. Equipment provided to all employees for normal day-to-day business may be used by Union officials for representational Union business only.

Section 12.2 Issuances

A. The Employer, in accordance with Section 3.10 of this Agreement, will permit the Union to use a copier to make one copy of any non- confidential document issued by the Employer concerning personnel policies, practices, or working conditions, organizational structures, Labor-Management relations, or any other matter that may have an impact on the conditions of employment of bargaining unit employees. Confidential documents shared by either Party will be based in trust and respect and must not be duplicated or shared with others without the sharing Party's express consent.

B. The Union will be permitted access to personnel manuals and guidelines, and may, on request, make copies of such materials.

C. Usually, all distribution of issuances under this Article will be at no cost to the Union.

Article 13 Communications

Section 13.1 Distribution of Union Publications

Official publications of the Union may be distributed on USDA, Rural Development property by Union representatives during the non-duty time of the Union representatives who are distributing, and of the employees receiving the materials; distribution shall not disrupt operations. All such materials shall be properly identified as official Union issuances.

Section 13.2 Contents of Literature

Union literature, whether posted on bulletin boards or distributed, must not violate any law, regulations, security of the office, or provisions of this Agreement. Union Statements will not include defamatory or derogatory remarks that undermine the authority of the Agency and its officials when the remarks have no reasonable nexus to legitimate representational issues. Any complaint concerning the Union's compliance with these requirements may be made the subject of a grievance in the Negotiated Grievance Procedure.

Section 13.3 Addressing New Employees

- A. The orientation of new bargaining unit employees shall include providing each employee: (a) an electronic copy of this Agreement; and (b) information about how to contact the Union.
- B. The Agency shall notify the Union of any new employee within seven (7) calendar days after the new employee reports for duty.
- C. The Agency shall permit the Union thirty (30) minutes, to provide new employees with information on employee rights, the Union, and this Agreement. The Union shall arrange any such meetings through the appropriate supervisors.

Article 14 Reduction-In-Force and Transfer of Function

Section 14.1 Negotiations

- A. The Employer and the Union recognize that unit employees may be seriously and adversely affected by a reduction-in-force (RIF) and/or transfer of function (TOF). In the event of a RIF and/or TOF, the Employer will notify the Union and fulfill its obligation to bargain consistent with 5 USC 71.
- B. The Employer shall provide the Union with all available information relevant to bargaining about the RIF and/or TOF in accordance with 5 USC 7114(b)(4).

Section 14.2 Notification to the Union

When it is anticipated that a RIF and/or TOF will affect bargaining unit employees, the Union President will be given the earliest reasonably possible preliminary notification in writing prior to employee notice. The preliminary notice will, as applicable, include the following information:

1. Specific functions to be transferred and identification of employees assigned to this function;
2. The reason for the RIF or TOF;
3. The competitive area and personnel levels (type of positions and approximate number of employees) that may be affected initially;
4. The anticipated effective date that the action will occur; and
5. The manner in which Management anticipates exercising its discretion under 5 CFR 351.

Section 14.3 Impact and Notification to Employees

- A. The Employer will attempt to minimize the adverse effects on employees of actions exercising Management rights. All RIFs will be carried out in strict compliance with all applicable laws and regulations.
- B. The Employer will give a specific notice of 60 calendar days to individual employees who will be affected by a RIF.
- C. Employees receiving a RIF notice have the right to review retention lists pertaining to all positions for which they are qualified within their competitive area. This includes the retention register for their competitive level and those for other positions for which they are qualified, down to and including those in the same or equivalent grade as the position offered by the Agency. If separation occurs, this includes all positions to or below the grade level of their current positions in their competitive areas. Affected employees shall have the right to the assistance of the Union when reviewing such lists or records.
- D. Any career or career-conditional employees whose last performance rating of record is above unacceptable and who are separated because of a RIF must be given information concerning their right to reemployment consideration and career transition assistance plans, among other rights to which they may be entitled. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment.
- E. Bargaining unit employees have the right to outplacement services described in Departmental Regulation 4030-330-002, Special Selection Priority Programs, or successor and 5 CFR 351.

Article 15 Contracting Out Bargaining Unit Work

Section 15.1 Notification to the Union

A. When the Employer anticipates contracting out work presently being performed by bargaining unit employees and that doing so would result in a RIF or in the demotion of any bargaining unit employee, it will notify the Union at least 60 calendar days in advance. The notice will identify in general terms the employees who may be affected. Time frames hereby established may be extended by mutual consent.

B. Following such notice, upon request from the Union, the Employer will meet with the Union to discuss the information contained in the notice.

Section 15.2 Management Decisions

Any Employer decision to possibly contract out work presently being performed by bargaining unit employees will be made in accordance with applicable rules and regulations, and in keeping with those will ensure the Union is represented in any Most Efficient Organization (MEO) team established as the MEO competes with private enterprises to perform the duties described in the Statement of Work.

Section 15.3 Statement of Work

The Employer will provide the Union with a copy of any Statement of Work which has been developed for the proposed contracting out, and which deals with work currently performed by bargaining unit employees. The Union will be given ten (10) calendar days to comment regarding the Statement of Work. Time frames hereby established may be extended by mutual consent.

Section 15.4 Impact and Implementation

The Employer agrees that prior to implementing a decision to contract out, the Union will be given the opportunity to timely negotiate regarding the impact and procedures for implementing such decision.

Management and Union officials will meet for no more than seven (7) calendar days to resolve any differences and reach agreement. Time frames hereby established may be extended by mutual consent.

Section 15.5 Adverse Effects on Bargaining Unit Employees

If bargaining unit employees are adversely affected (RIF or demotion) by the decision to contract out work presently being performed by bargaining unit employees, the Employer will proceed in accordance with Article 14, Reduction-in-Force and Transfer of Function of this Agreement.

Article 16 Training and Career Development

Section 16.1 Statement of Policy

The primary function of training is to assure the optimum use of human resources in attaining organizational needs. The Employer is responsible for determining training needs and will consider input provided from employees when doing so. The Employer should provide training necessary for the performance of employee's assigned duties, and for improvement of organization and individual performance. Given the likely future limitation of funds and the need to provide training, the Employer is relying on the robust capabilities of AgLearn or successor to meet most training needs.

Section 16.2 Non-Discrimination

Nomination and/or selection of employees to participate in training and career development programs and courses shall be non-discriminatory and made without regard to race, color, national origin, ethnicity, religion, sex (including sexual orientation), gender identity (including gender expression), sexual orientation, disability, age (as defined by the Age Discrimination in Employment Act of 1967, as amended), marital status, family/parental status, pregnancy, genetic information (including family medical history), income derived from a public assistance program, political beliefs, Union membership or activity, or reprisal or retaliation for prior civil rights activity, or any other non-merit based factor or other protected class covered by law, rule or regulation and shall be in accordance with equal employment opportunity guidelines, and consistent with other applicable laws.

Section 16.3 Individual Development Plan

Employees will complete Individual Development Plans (IDPs) via AgLearn or successor with the Employer (usually their supervisors) at the beginning of each performance review period. The supervisor will assist the employee in the preparation of the IDP and will review it with the employee to assure conformance with organizational needs and individual career needs. The plan will be referred to the designated approving official and the employee will be notified of the approval/disapproval or the need for modification. The employee also may waive the development of an IDP through AgLearn or successor.

Section 16.4 Employee Training Counseling

The Employer and the Union recognize that each employee should apply effort, time, and initiative in increasing their potential through self-development, training, and job performance. When requested by an employee, the Employer (usually the supervisor) will provide counseling concerning skills the employee might consider developing.

Section 16.5 Training Expenses

When local training is approved, and training funds are available, the Employer will pay the costs of tuition, required textbooks, and other required expenses as appropriate whenever reasonably possible, 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. Duty time will be approved for training, when it is scheduled during the employee's basic workweek, unless the training is deferred or cancelled.

Article 17 Incentive Awards

- A. To promote team building and to motivate, reward and recognize employees for their accomplishments thereby increasing the effectiveness of the workforce, raise Agency productivity, and improve the working environment, the Employer may use an appropriate Incentive Awards Program in which both Employees and Managers participate.
- B. Within the limits set by policy, budgetary and other legitimate Management considerations, the Agency shall follow DR 4040-430, "Employee Performance and Awards" or successor, to provide incentive awards to:
1. employees who's individual and/or team performance substantially exceeds normal expectations; and
 2. employees who submit suggestions resulting in measurable improvements in productivity.
- C. At the Union's request, the Agency shall disclose to the Union data detailing the awards granted to bargaining unit employees identified, to the extent that the Agency maintains such information, by: (i) gender; (ii) race; (iii) grade; and (iv) occupation.
- D. All information disclosed to the Union about individual persons employed by the Agency shall be treated as confidential.

Article 18 Equal Employment Opportunity

Section 18.1 Equal Employment Opportunity

- A. Equal Employment Opportunity (EEO) shall be advanced in accordance with Title 5 USC, Executive Order 11478, authorizing legislation, applicable USDA regulations, and RD Instructions.
- B. The Employer, in accordance with Section 3.10 of this Agreement, shall make available to employees written information describing the EEO complaints procedure.
- C. The Employer, in accordance with Section 3.10 of this Agreement, shall make available to the Union as requested, available information concerning the workforce profile (i) by grade according to gender and race, (ii) by occupation according to gender and race, and (iii) concerning promotions according to gender and race.
- D. Guidelines on EEO policies and related subjects are disseminated by the Agency through AgLearn or successor.

Section 18.2 Complaints

- A. Any employee who wishes to file or has filed a complaint shall be free from coercion, interference, and reprisal, and shall be entitled to expeditious processing of the complaint within the time limits prescribed by regulations. Any employee who seeks to file a complaint shall have the right to select a representative as provided by 29 CFR 1614.
- B. Any employee may consult with the Union regarding EEO complaints or may directly file a complaint with the Equal Opportunity Employment Commission. EEO complaints are excluded from the Negotiated Grievance Procedure under Article 23 of this Agreement.

Section 18.3 Duty Status

Union representatives participating in discussions of informal EEO complaints under this article shall be on official time as outlined in Article 28, Official Time, of this Agreement.

Section 18.4 Reasonable Accommodation

The Employer shall provide reasonable accommodation in accordance with law and regulations. Employees are responsible for communicating the need for accommodation and for following established procedures. Employees should initiate requests for reasonable accommodations with their immediate supervisors who shall work with the appropriate Manager to meet the employee's needs.

Article 19 Telework/ Remote Work

- A. Bargaining unit employees shall be covered by applicable Government-wide law, rule, regulation, Agency regulations and this Agreement.
- B. Employees are not entitled to Agency provided office furniture, file cabinets, printers, etc. at their telework or remote work location.
- C. Outside of normal business hours, remote employees will only have access to Agency offices with supervisory approval.

Article 20 Performance Management System

Section 20.1 General

- A. The Agency and Union share the goal of affording bargaining unit employees a reasonable opportunity to attain and maintain performance at the level of fully successful.
- B. Bargaining unit employees shall be covered by the provisions of the USDA Department Regulation DR 4040-430, "Employee Performance and Awards" or successor.
- C. Procedures for detailing employees for the purpose of improving job performance may be found in Article 26, Details and Reassignments.

Section 20.2 Unacceptable Performance

- A. The Agency intends to continue and strengthen its practice of assessing employee performance continuously and using performance review discussions with employees to identify possible gaps and weaknesses in the job-related knowledge and skills of individual employees before the performance of those employees on any critical element: (i) fails to attain the level of fully successful; or (ii) falls to a level below that of fully successful.
- B. When a supervisor identifies any such anticipated gap and/or weakness in an individual employee's performance, Management shall work collaboratively with the employee to provide training and/or mentoring.
- C. If, the employee's performance falls below the level of fully successful, employee shall be provided an opportunity to demonstrate acceptable performance (also known as a Performance Improvement Plan or a Demonstration Opportunity) in accordance with 5 CFR 432.104.

Article 21 Within Grade Increases

Section 21.1 General

Pursuant to 5 USC 5335, an employee is entitled to receive a within-grade increase subject to completion of the appropriate waiting period and a determination by the supervisor that the employee's work is of an acceptable level of competence (performance). Such determination must be made upon completion of the waiting period.

Section 21.2 Basis for Granting or Denying

Within-grade increases will be granted or denied on the basis of whether an employee attains an acceptable level of competence (performance) and meets other statutory requirements.

Section 21.3 Supervisory Responsibilities

A. The decision to grant or withhold a within-grade increase must be supported by the employee's most recent rating of record.

B. Denial of a within-grade increase may not be used in lieu of disciplinary action.

Section 21.4 Decisions

After completion of the waiting period, if the within-grade increase is to be denied, the employee will be given the supervisor's official determination in writing. The determination will include:

A. A statement of the reasons for the negative determination;

B. Identification of the areas in which the employee must improve in order to be granted a within-grade increase;

C. The right to file a written request for reconsideration not more than fifteen (15) calendar days, or any other time frame that may be required by regulation, after receiving the negative determination;

D. The name and address of the official who will reconsider the official determination and with whom the request for reconsideration should be filed.

Section 21.5 Grievance Rights

If the Agency affirms its initial decision on reconsideration that an employee's performance is not at an acceptable level and the determination is final, an employee may file a grievance/complaint over that determination.

Section 21.6 Effective Date/Administrative Error

A within-grade increase shall be effective on the first day of the first pay-period following completion of the required waiting period provided that the employee meets conditions for eligibility, within technical limitations by the National Finance Center or successor. In the event that processing is not timely, the effective date of the within-grade increase shall be retroactive to the original due date.

Article 22 Disciplinary and Adverse Actions

Section 22.1 Statement of Assumptions, Purpose, and Policy

A. The objective of discipline is to correct and improve employee behavior thereby promoting the efficiency of the Agency. The Agency usually disciplines progressively for the purpose of correcting and improving employee behavior. However, there may be circumstances when progressive discipline is not appropriate and stronger corrective action is required.

B. Early communication between the affected employee and supervisor to achieve resolution is encouraged. The employee may request the participation of a Union official if they believe doing so would result in a faster resolution. A reasonable effort shall be made to assure that actions/agreements are fair and equitable to both Parties involved.

Section 22.2 Obligations: General

A. Bargaining unit employees shall be subjected to disciplinary or adverse action only for just cause.

B. All disciplinary and adverse actions shall be consistent with Government-wide regulations and laws in effect at the time.

C. For the purpose of this Article, all references to day means a calendar day unless otherwise specified.

D. Disciplinary action includes a letter of official reprimand or a suspension for fourteen (14) days or less as outlined in 5 U.S.C. Chapter 75, Subchapter I.

E. Adverse Action includes a personnel action which affects an employee through removal, suspension for more than fourteen (14) days, reduction in grade, reduction in pay or furlough without pay for thirty (30) days or less, in accordance with 5 USC Chapter 75, Subchapter II. It does not include removal of a probationary employee, a suspension or removal for national security reasons, a reduction-in-force action, a reduction in grade or removal for unacceptable performance, or an action by the Special Counsel of the Merit System Protection Board.

Section 22.3 Counseling and Warnings

A. Discipline may be preceded by counseling and assistance including warnings that are verbal/informal and/or written/formal.

B. When reasonable, counseling, assistance and warnings shall be conducted privately and in a manner that avoids embarrassing the employee.

Section 22.4 Reprimand

A. An official reprimand is a written disciplinary action that specifies the reasons for the action. The reprimand shall specify that: (1) the employee may be subject to more severe disciplinary action upon any further offense; and (2) a copy of the reprimand shall be a part of the personnel folder for up to two (2) years.

B. The letter of reprimand shall inform the employee that they have: (1) the right to grieve the reprimand under the Negotiated Grievance Procedure; and (2) the right to Union representation.

Section 22.5 Short-term Suspensions

A. An employee against whom a suspension for fourteen (14) calendar days or less is proposed is entitled to:

1. An advance written notice stating the specific reasons for the proposed action; and
2. A copy of all documentation and evidence relied on in proposing the action; and
3. Ten (10) calendar days to answer orally and in writing, and to furnish affidavits and other documentary evidence in support of the answer; and
4. Be represented by the Union.

B. After considering the employee's response, the Agency shall issue a written decision. If the decision is unfavorable to the employee, the decision may be grieved.

Section 22.6 Removal, suspension for more than fourteen (14) days, Reduction-in- Grade, Reduction-in-Pay, Furlough of 30 days or less

A. An employee against whom such action is proposed is entitled to:

1. Thirty (30) calendar days advance written notice stating the specific reasons for the proposed action. This does not apply in instances where the Agency invokes the Crime Provision (see 5 CFR 752.404(d)).
2. A copy of all documentation and evidence relied on in proposing the action.
3. Ten (10) calendar days to answer orally and in writing, and to furnish affidavits and other documentary material evidence in support of the answer.

B. After considering the employee's response, the Agency shall issue a written decision.

1. If the decision is to affect an action specified in this Section, it shall specify the reason, the effective date, the action to be taken, and the right to grieve or appeal the decision but not both.
2. In accordance with 5 U.S.C. chapter 71, the employee may either: (1) appeal the matter to the Merit Systems Protection Board or (2) grieve the matter under the terms of this Agreement beginning at the last step of the grievance procedure, The choice of forum is irrevocable. An employee shall be deemed to have exercised their option at such time as the employee timely files under the statutory procedure or the negotiated grievance procedure, whichever occurs first.

C. Employees shall be entitled to representation consistent with §7114(a)(5) of the Federal Service Labor-Management Relations Statute in all phases of the procedure.

Article 23 Negotiated Grievance Procedure

Section 23.1 General

A. The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances filed by bargaining unit employee(s), the Union, or the Agency. The Agency shall not construe the filing of grievances as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization, nor shall the Union or employees file grievances in order to affect adversely the perception of the person or reputation of any representative of the Agency.

B. All grievances should be settled in an orderly, prompt, and equitable manner to maintain Agency efficiency and employee morale. The Agency and Union will attempt to settle grievances at the lowest appropriate level of supervision. Employees and employee representatives seeking to adjust grievances shall be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal.

Section 23.2 Definitions, Coverage, and Scope

A grievance means any complaint:

A. By an employee in the bargaining unit concerning any matter relating to the employment of the employee;

B. By the Union concerning any matter relating to the employment of any employee in the bargaining unit; and

C. By any employee in the bargaining unit, the Union, or the Agency concerning:

1. The effect or interpretation, or a claim of breach, of this Agreement; or
2. Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

D. Grievances on the following matters are excluded from the scope of this procedure:

1. Any claimed violation of 5 USC 73 relating to prohibited political activities;
2. Retirement, life insurance, or health insurance;
3. A suspension or removal under 5 USC 7532 relating to national security;
4. Any examination, certification, or appointment;
5. The classification of any position which does not result in the reduction in grade or pay of an employee;
6. Reductions In Force;
7. The termination of a probationary employee;
8. The substance of elements and performance standards of an employee's position;
9. Proposed actions;

10. The granting of an award or quality step increase, or the adoption or failure to adopt an employee suggestion; or

11. Complaints of discrimination covered by the Equal Employment Opportunity Commission.

Section 23.3 Exclusivity

Grievances may be initiated by employees covered by this Agreement, their Union representative, or the Agency. The representation of bargaining unit employees is the sole responsibility of the Union or its designated representative. This procedure is the exclusive method available for the resolution of grievances arising under this Agreement for bargaining unit employees, the Union, or the Agency.

Section 23.4 Representation

A. Absent an employee stating in writing they will be self-represented, bargaining unit employees filing grievances under this procedure shall be considered as being represented by the Union and all arrangements for meetings, communications, and resolution discussions shall be made through the designated Union representative.

B. Bargaining unit employees may elect to represent themselves in processing a grievance filed under this Article by submitting timely notice in writing to the Agency and the Union.

C. When an employee is self-represented at proceedings under this Article, the Union has a right to be present in order to represent the bargaining unit and to preserve the integrity of this Agreement.

Section 23.5 Grievability/Arbitrability Questions

A. In the event either Party declares a grievance to be non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. All disputes of grievability/arbitrability shall be referred as threshold issues in the related grievance, except where the Parties agree to hear the threshold issue and merits of the grievance separately.

B. If either Party declares that a complaint is non-grievable and/or that a grievance is non-arbitrable, it must do so no later than the Step 2 written response, unless the event or issue giving rise to the claim occurred after the Step 2 written response. If either Party makes such a declaration following the Step 2 written response, it must do so before the Parties select the arbitrator.

Section 23.6 Time Limits

A. All the time limits in this Article may be extended by mutual consent if done so in writing.

B. A grievance concerning a current continuing practice may be presented at any time.

Section 23.7 Options

In accordance with 5 USC 7121, an employee at their option may raise matters covered under Section 4303 (Unacceptable Performance) and 7512 (Adverse Actions) under the appropriate statutory procedures or the Negotiated Grievance Procedure, but not both. An employee shall be deemed to have exercised their option at such time as the employee timely files a notice of appeal under the applicable appellate procedures or timely files a grievance in writing, whichever event occurs first. Similarly, an employee who claims to have been affected by a prohibited personnel practice under Section 2302(b) of the Civil Service Reform Act may raise the matter under a statutory procedure or the Negotiated Grievance Procedure, but not both. An employee shall be deemed to have exercised their

option at such time as they timely file a grievance in writing or file a written formal complaint under the applicable statutory procedure, whichever event occurs first.

Section 23.8 Procedures for Employee Grievances

A grievance will be discussed informally between the grievant, Union representative, if any, and the first line supervisor or designee either orally or in writing within twenty-one (21) calendar days of the date of the action which resulted in the grievance or the date the employee became aware or should have become reasonably aware of the action. In presenting the informal grievance, the grievant/Union will make clear that the matter is a grievance, the subject of the grievance, and the specific relief sought. If it is apparent that the supervisor or designee is unable to resolve the grievance or does not have the authority to resolve the grievance, then the grievant should be so informed immediately in writing. In all other cases, the first line supervisor or designee will render a clearly identified decision to the grievant within ten (10) calendar days of receipt of said grievance.

If not satisfied with the supervisor or designee's informal step response, the grievance will be elevated to the formal Step 1 level, within fourteen (14) calendar days of receipt of the informal decision or fourteen (14) calendar days from the date the informal decision was due, whichever is shorter.

A. The formal Step 1 grievance will be filed with the grievant's second level supervisor. The written grievance will include: a copy of the informal grievance response, specific detail sufficient to permit the Agency to investigate and confirm or deny the complaint, the specific remedy being sought, and the designation of the Union representative, if any, with whom the Agency should deal in connection with the grievance.

B. Within ten (10) calendar days of receiving the written grievance, the second level supervisor or designee shall review the matter being grieved and hold a Step 1 meeting to discuss the grievance. Those invited to the Step 1 meeting shall include the second level supervisor or designee, the Grievant, the designated Union representative, and a Labor Relations Specialist if requested by the supervisor. Within ten (10) calendar days of that Step 1 meeting, the second level supervisor or designee shall respond to the grievance in writing: (a) with sufficient specificity to allow the Employee and/or the Union to confirm or deny the response; (b) granting and/or denying the requested remedy in whole or in part and (c) the name and contact information of the Step 2 designated management official.

C. If not satisfied with the second level supervisor's response at Step 1, the employee and/or the Union shall have fourteen (14) calendar days to request in writing that the Step 2 designated management official review the second level supervisor's response. Within ten (10) calendar days of receiving the Union's request, the Agency shall schedule a Step 2 meeting to discuss the grievance. Those invited to the Step 2 meeting shall include the Union representative and the Grievant, together with the designated management official and one representative of their choosing. Within ten (10) calendar days of that Step 2 meeting, the designated management official shall respond to the grievance in writing: (a) with sufficiently specificity to allow the employee and /or the Union to confirm or deny the decision; (b) granting or denying the requested remedy in whole or in part. and (c) the name and contact information of the Step 3 designated management official.

D. If not satisfied with the Step 2 response, the employee and/or the Union shall have fourteen (14) calendar days to request in writing that the Step 3 designated management official review the Step 2 response. Within ten (10) calendar days of receiving the Union's request, the Agency shall schedule a Step 3 meeting to discuss the grievance. Those invited to the Step 3 meeting shall include the Union representative and the Grievant, together with the designated management official and one representative of their choosing. Within ten (10) calendar days of that Step 3 meeting, the designated management official shall respond to the grievance in writing: (a) with sufficiently specificity to allow the employee and /or the Union to confirm or deny the decision; and (b) granting or denying the requested remedy in whole or in part.

E. If the Union is not satisfied with the Step 3 response and wishes to further pursue the matter, it may request mediation prior to arbitration or invoke arbitration in accordance with Article 24, Arbitration.

F. The Agency's failure to meet any of the timeliness requirements of this procedure shall permit the Grievant to advance the grievance to the next step. If the Grievant fails to timely pursue the grievance to the next step in accordance with the terms of this Agreement, the grievance shall be closed.

Section 23.9 Mediation

A. Using the services of neutral third parties to assist in negotiating mutually acceptable resolutions to disputes, may be an efficient, effective and economical method of resolving grievances which would otherwise be submitted to arbitration. Therefore, any party to any grievance may propose at the completion of Step Three that the grievance be mediated.

B. If all the parties to a grievance agree, the grievance shall be mediated according to the terms of their agreement.

C. An agreement to mediate shall suspend indefinitely the running of time limits to process that grievance unless and until:

1. The parties agree to a specific duration for the suspension of the running of time limits; or
2. The mediation has been completed; or
3. Either party notifies the other that it no longer wishes to continue mediation.

D. Mediation will occur when Federal Mediation and Conciliation Service mediators are available.

Section 23.10 Union-Agency Grievances

A. The Union and the Agency may each submit institutional grievances (i.e., grievances (i) concerning the unit generally and/or (ii) an alleged violation of the rights of the Union or Agency).

B. A grievance concerning a particular act or occurrence must be presented to the other Party within twenty-one (21) calendar days of (a) the action or incident underlying the complaint or (b) the date the moving Party became aware of it or reasonably should have become aware of it. A grievance concerning a current continuing practice may be presented at any time.

C. When a grievance is filed, the Parties shall meet and/or discuss the matter within fourteen (14) calendar days. The Party against whose action the grievance was filed shall issue a written decision within fourteen (14) calendar days of the meeting/discussion.

D. If either Party fails to meet any of the timeliness requirements of this procedure, or if the grievance is not settled by the written decision, either Party may invoke arbitration within thirty (30) calendar days as provided in Article 24, Arbitration. If neither Party invokes arbitration, the grievance shall be considered closed.

Article 24 Arbitration

Section 24.1 Invoking Arbitration

- A. A grievance that remains unresolved after being processed under Article 23, Grievance Procedure, of this Agreement may be referred to arbitration as provided for in this Article. A referral to arbitration can be made only by the Union or the Employer and shall be in writing. Such referral shall be made within thirty (30) calendar days after receipt of the written decision rendered, or thirty (30) calendar days after a decision was due, at the final step of a grievance processed under Article 23, Grievance Procedure.
- B. Within seven (7) calendar days from the date of the request for arbitration, the Party invoking arbitration shall request from the Federal Mediation and Conciliation Service (FMCS) a Subregional list of seven (7) impartial persons qualified to act as arbitrators. The Parties shall, within twenty-one (21) calendar days after receiving the list of names, select one of the arbitrators. If they cannot mutually agree upon a selection, the Parties shall alternatively strike one name from the list until the list contains only one name. This person shall be the duly selected Arbitrator. For the first arbitration after the effective date of this Agreement, the grieving party will strike first. Subsequent arbitrations will alternate. If for any reason either Party refuses to participate in selecting an Arbitrator, the other Party shall choose the Arbitrator.
- C. The Party invoking arbitration shall bear any costs charged by the FMCS for supplying the list so long as the other responding Party provides any relevant information and agrees to receive the list by email. If the responding Party insists on receiving the list by regular mail, any costs charged by the source shall be split equally.
- D. If the Parties fail to agree on a joint submission of the issue(s) for arbitration, each shall submit a separate submission stating the issue(s) and the Arbitrator shall determine the issue(s) to be heard.

Section 24.2 Procedures

- A. The arbitration hearing shall be held during the regular dayshift work hours of the basic workweek. The grievant, representative, and any employee witnesses necessary to the proceedings who are otherwise in a paid duty status shall be excused from duty without loss of pay or charge to annual leave to participate as necessary in the arbitration hearing.
- B. The Arbitrator's fee and all related expenses shall be borne equally by the Parties.
- C. The Employer shall reimburse bargaining unit member representatives of the Union and witnesses for travel and related expenses when required by law.
- D. The Arbitrator shall be requested to render the decision as quickly as reasonably possible after the conclusion of the hearing unless the Parties mutually agree to establish a specific deadline or time limit. The Arbitrator shall submit all findings in writing, and this report shall decide all issues raised by any Party, including arbitrability.
- E. Issues concerning the arbitrability of a grievance presented for arbitration under the terms of this Agreement shall be resolved by the Arbitrator. If the Employer declares a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include that issue.
- F. If the Arbitrator requests a transcript, the cost shall be borne equally by both Parties. Otherwise, the Party requesting a transcript shall bear the cost of the transcript.

Section 24.3 Effect of Arbitrator's Award

In considering those grievances concerning actions based on unacceptable performance and adverse actions that are appealable under the statutory appeals procedure, the Arbitrator shall be bound by the policy and the precedents of the Merit Systems Protection Board (MSPB), and apply the same appellant standards (e.g., 'substantial evidence' for unacceptable performance, 'preponderance of evidence' for adverse actions, and 'arbitrary and capricious abuse of Management discretion' for the penalty of an adverse action). The Arbitrator shall have the authority to resolve any question of arbitrability and to interpret this Agreement. The Arbitrator is bound by and shall apply the harmful error concept as developed by MSPB. The Arbitrator shall have no authority to add to or otherwise modify the terms of this Agreement or Agency policy. Either Party may file exceptions to an award with the Federal Labor Relations Authority (FLRA) or the appropriate court under regulations prescribed by the Civil Service Reform Act or the FLRA.

Article 25 Merit Promotion

The Parties recognize that the Agency retains the right to fill bargaining unit positions by using any proper method including non-competitive sources and OPM-authorized lists of eligible applicants. If the Employer chooses to fill a bargaining unit position by merit promotion, the Agency will follow all current laws and government-wide regulations, USDA Departmental Regulation DR 4030-335-002, "Merit Promotion and Internal Placement" or successor and this Agreement.

Article 26 Details and Reassignments

Section 26.1 Details

A. A detail is the temporary assignment of an employee to a different position, equal position, or special assignment within the employee's same or a different duty station, for a specified period of time, after which the employee returns to their official position.

B. The Employer has the right to assign work and to detail bargaining unit employees in a manner that does not compromise the merit principles of federal employment, and the Union has a responsibility to represent employees with respect to the adverse impact on employees of such details. The Employer shall make reasonable efforts, consistent with meeting its business needs, to consider employee claims of personal hardship, minimize the adverse effects of details, and confine the duties assigned to detailed employees having medical limitations to duties within the capacity of the employee.

C. Details for the purpose of training and professional development shall be handled in accordance with Article 16, Training and Career Development.

D. All other details shall be handled in the following manner.

1. The Employer shall notify the Union in writing of its intent to detail an employee when the alternate duty location is outside the employee's commuting area (i.e. 50 miles from the duty station or the principal residence of the employee).

i. The Union shall have seven (7) calendar days after receiving written notice to request to bargain.

2. Details should not compromise the open competitive principles of the Merit Promotion System.

3. In accordance with Departmental Regulation 4300-008, Reasonable Accommodations and Personal Assistance Services for Employees and Applicants with Disabilities, the Employer may require employees who claim medical limitations on their capacities to submit reasonable medical documentation in support of the claim.

4. Merit promotion procedures do not apply when a detail is to a position of the same grade and promotion potential.

5. Employees shall be assigned to details, including special project assignments, for business and career development reasons, not to reward or punish the individual. Generally, the Employer may designate an acting official for any position.

6. To the extent that doing so is reasonably practicable, the Employer shall not detail employees to lower-graded duties.

7. The Employer shall make reasonable efforts to avoid placing a Union official on a detail that would prevent that official from performing their representational functions.

8. When it is necessary to detail an employee for the purpose of improving the job performance of that employee, the Employer shall prepare the training program and explain the program to the employee and give the employee the opportunity to be represented by a Union Official at the discussion.

9. The Employer shall provide the detailed employee adequate workspace, equipment, and access to computer systems at the detail location.

E. This Section shall not be construed in a manner that restricts the Employer's exercise of rights enumerated in §7106(a) of the Federal Service Labor-Management Relations Statute or that is inconsistent with applicable law, government-wide regulation, and other provisions of this Agreement.

Section 26.2 Voluntary Reassignments

A. The Employer may consider requests from employees for reassignments based upon the needs of the Agency and if applicable, any hardship documentation. The Employer shall not pay the expenses of relocations that result from voluntary reassignments.

B. Voluntary reassignments require supervisory approval from both the gaining and losing supervisor.

C. Whenever a reassignment results from the Employer agreeing to an employee request or from the employee's response to the Employer's solicitation of volunteers, the Employer shall not be required to provide notice in advance or bargain about the impact and implementation of the reassignment as might otherwise be required by this Agreement, regulation, or statute.

Article 27 Position Descriptions and Additional Duties

Section 27.1 General

A. All Position Descriptions (PDs) shall reflect accurately the principal duties and responsibilities of positions and what is necessary to accomplish the duty successfully. If the duties of a position change significantly, the Agency shall provide the employee(s) occupying such a position with an accurate, updated PD.

B. Each bargaining unit employee shall be provided with an official description of their duties and responsibilities in the form of a PD within thirty (30) calendar days after the employee assumes their duties or the employee's position changes significantly.

C. Disputes about the appropriate pay plan, title, series or grade of an employee's position are covered by statutory classification appeal procedures.

D. When an employee believes the PD of their position does not accurately reflect their regularly assigned responsibilities and regularly performed duties, the employee may:

1. talk to their supervisor to resolve the alleged discrepancy; and/or
2. file a written appeal, following Department procedures, to USDA, Office of Human Resources Management; and/or
3. file a classification appeal to OPM.

Employees should attempt to resolve apparent discrepancies with their supervisor first. Any employee may file a statutory classification appeal of their position at any time in accordance with appropriate rules and regulations.

E. Other Duties as Assigned - because minor duties normally do not affect the classification of the position, are usually unimportant to work operations, and change frequently, it is generally not necessary to mention them in the position description. A statement, such as "performs other duties as assigned," covers such situations adequately. Sometimes, however, minor duties can influence both grade and series determinations and the qualifications required for the work. In cases such as these, what seem to be minor duties must be described and evaluated.

F. A reclassification to a higher grade shall be effective at the conclusion of the first full pay period following final approval by the servicing Human Resources Office if the incumbent of that position is promoted non-competitively to the position whenever budget and staffing ceilings allow it.

G. Collateral duties may be part of PDs. The time permitted by the Agency for employees to complete collateral duty assignments shall be reasonable.

Section 27.2 Additional Duties

A. With respect to all duties which are not referenced in the PDs of employees, but which are assigned regularly to employees either at present or in the future (i.e. significant additional duties and collateral duties), the Agency shall:

1. Identify any geographic or program area requirements.
2. Determine the qualifications needed to perform each duty;

3. Solicit a list of volunteers for each duty.
4. Select the senior volunteer(s) for each duty, until the number of employees who have been tasked is sufficient. See number 21 in Definitions for seniority determinations.
5. In the event there are insufficient volunteers, the Agency shall select the least senior non-volunteer(s).

B. Employees who are assigned significant additional duties shall receive documented information sufficient to inform an employee of how the Agency will determine an employee has performed the additional duties successfully, how the duty will be rated and/or impact on an employee's performance rating in performing the additional duty, and special skills and/or training that are needed to accomplish the duty.

C. If an employee and/or the Union believes the Agency has treated employees unfairly, inequitably, arbitrarily or capriciously, the Union shall be free to file a grievance using the Negotiated Grievance Procedure contained in this Agreement.

D. When assigning additional duties, the Agency shall abide by all applicable laws, government wide rules and/or regulations and this Agreement.

Article 28 Official Time

Section 28.1 Policy

- A. Official time will be authorized in accordance with 5 USC Chapter 71.
- B. Employees shall use official time in a manner consistent with the requirements of effective and efficient government as provided by this Article.
- C. Agency business includes work performed by Federal employees, including detailees or assignees, on behalf of the Agency, but does not include work performed on official time.
- D. Official time is time granted to an employee in the bargaining unit to perform non-Agency business during duty hours pursuant to section 7131 of title 5, United States Code without loss of pay or charge to leave to represent themselves, the Union and/or bargaining unit employees.

Section 28.2 Reasonable and Efficient Use of Official Time

- A. Official time shall be granted for employees and Union representatives of the bargaining unit in any amount of time the Employer and the Union agree to be reasonable, necessary, and in the public interest.
- B. Official time activities include but are not limited to:
 - 1. preparation for and participation in term and mid-term negotiations;
 - 2. meetings with the Employer concerning any personnel policies, practices, or other general conditions of employment or any other matter covered by 5 USC 7114(a)(2)(A);
 - 3. preparation for and participation in oral and/or written replies to notices of proposed disciplinary, adverse, or unacceptable performance actions (this applies to both employees and Union representatives).
 - 4. formal discussions.
 - 5. investigative examinations/ Weingarten meetings.
 - 6. preparation for and presentation of grievances and arbitration hearings.
 - 7. meetings of committees on which Union representatives have membership.
 - 8. participation in proceedings before the Federal Labor Relations Authority, Federal Mediation and Conciliation Service, Federal Service Impasses Panel, and Merit Systems Protection Board; and
 - 9. reviewing and responding to representational messages from Management, employees and Union representatives.

Section 28.3 Prohibited Uses of Official Time

In accordance with 5 USC 7131, official time shall not be permitted, used, granted or utilized for internal Union business including, but not limited to, the following:

- 1. Attending meetings for internal Union business;

2. Solicitation of membership;
3. Collecting dues;
4. Elections of Union officials;
5. Preparing and distributing Union newspapers, flyers, bulletins or other publications; or
6. Discussing internal Union business by telephone, in person or otherwise.

Section 28.4 Using Official Time

A. Official time must be requested and approved in advance by the employee's supervisor or designee.

B. In order for Union representatives to comply with the requirement for advanced approval of official time, the Employer and employees wishing to meet with the Union should request a meeting time in advance.

C. Completing and submitting requests to use official time.

1. Ordinarily, a requesting employee shall submit, via email, their request to use official time at least 48 hours in advance of the intended time of use. However, for reasonable and brief (less than 10 minutes) incoming and outgoing telephone calls and/or in person visits with the Union Representative, an employee or representative of the Employer to discuss a representational matter, no prior approval is required so long as a request for official time is completed and submitted promptly afterward.

2. Requests for official time must be submitted to the employee's supervisor or designee and contain the following information:

a. intended date and start/stop time of requested official time;

b. specific location the official time will be used, and

c. the specific purposes for which the time will be used should be clearly outlined, providing sufficient detail so that the authorizing official can reasonably determine whether the requested time is reasonable and necessary for completing these tasks. For example, this may include a grievance that requires significant investigation or necessary preparation for term negotiations.

3. The requesting employee shall not be required to betray confidences or compromise the privacy of the Union's representational activities.

D. The official to whom the requesting employee submits a request for official time shall approve/disapprove the request, with or without modification, and respond to the employee via email.

E. For continuing or ongoing use of official time, the requesting employee shall renew the request for authorization not less than once per pay period.

F. For any use of official time in excess of previously authorized hours or for purposes for which such time was not previously authorized, the requesting employee shall submit a modified request for approval as soon as they become aware of the need.

G. An employee who has used official time shall, after doing so, notify their supervisor or designee of their return as soon as reasonably possible and properly record their official time use in the Agency's time and attendance recording system (currently webTA).

4. The official time must be recorded in WebTA or successor using the appropriate Transaction Code (35, 36, 37 or 38) and the employee's normal accounting code.

5. Transaction Code 35 Term Negotiations: Any bargaining unit employee spending time on the clock preparing for and negotiating a term agreement (New agreement or re-opening) including ground rules, mediation, impasse proceedings and negotiability proceedings. This includes the chief spokesperson, note taker, and members of the Union negotiating team. This also applies to briefings, Interest Based Bargaining, Statutory bargaining, drafting proposals or information requests relating to bargaining.

6. Transaction Code 36 Mid-Term Negotiations: Any bargaining unit employee spending time on the clock preparing for and negotiating a mid-term agreement, including ground rules, mediation, impasse proceedings and negotiability proceedings. This includes the chief spokesperson, note taker, and members of the Union negotiating team. This applies to bargaining over issues raised during the life of a term agreement and includes briefings, Interest Based Bargaining, Statutory bargaining, drafting proposals or information requests relating to bargaining/change bargaining.

7. Transaction Code 37 General Labor-Management Relations: Any bargaining unit employee spending time on the clock representing the Union, which does not fall within transaction codes 35, 36 or 38 normally will be 37. This includes but is not limited to: Labor Management Forum meetings and working groups, working groups when acting for the Union, formal discussions, investigatory/Weingarten meetings, Union sponsored training / events, joint training, and consultation meetings.

8. Transaction Code 38 Dispute Resolution: Any bargaining unit employee spending time on the clock representing the Union in grievances or arbitrations, adverse action meetings, ADR meetings, EEO functions if designated by the Union, and ULP proceedings. Bargaining unit employees attending grievance meetings or representing themselves should also be using this code.

Section 28.5 Telework

Union representatives are entitled to use official time while teleworking provided the representative has an approved telework agreement.

Article 29 Time and Leave

Section 29.1 Policy

This Article supplements the relevant provisions of applicable statutes, Government-wide regulations and Department Regulations which govern the resolution of all disputes concerning matters covered by this Article.

Section 29.2 General

- A. Employees shall accrue and use sick and annual and other types of leave in accordance with applicable statutes, OPM regulations, and this Agreement.
- B. Employees must obtain advance authorization for any absence from duty, except in emergency circumstances. Approval of leave is a discretionary matter reserved to the supervisor. The use of leave is not a right afforded to an employee but is conditioned on the needs of Agency. Where absence from duty results from illness or an emergency, an employee is required to notify their supervisor or other appropriate person as early as possible on the first day of absence.
- C. For clearly compassionate and appropriate reasons, the Agency may increase the stated limits applicable to all forms of leave in accordance with applicable government-wide regulation and law.
- D. Employees shall not be denied leave based solely on their accrued leave balance.
- E. No arbitrary or capricious restraints shall be established to restrict when leave may be requested.
- F. Changes to the time and attendance system shall be negotiated in accordance with government-wide laws, regulations and this Agreement.
- G. Leave shall be denied only for appropriate reasons and not as a form of discipline. No approved leave or approved absence shall be a basis for disciplinary action except when it is (1) clearly established that the employee submitted fraudulent documentation, (2) misrepresented the reasons for the absence or (3) otherwise provided by law.
- H. Employees shall not be adversely affected in any employment decision solely because of their leave balances.

Section 29.3 Annual Leave

- A. Annual leave is provided to allow employees leave for rest and recreation and to provide periods of time off for personal and unscheduled purposes.
- B. The use of accrued annual leave and the timing of such use must be approved in advance by the Agency. Exceptions may be made in extenuating circumstances.
- C. Employees should submit requests for annual leave as far in advance as possible. The Agency shall render timely decisions on employees' leave requests. The Agency shall make a reasonable effort to accommodate employee requests, consistent with valid operational needs.
- D. The Agency recognizes the importance of allowing employees to plan their vacations and personal time off. However, the Agency may cancel previously approved annual leave if needed to meet mission requirements. If canceling the leave results in any income hardship for the employee, the Agency will take this into account before revoking the approval.

E. If the Agency denies an employee's request for annual leave, the Agency shall provide the employee with a written statement of the reason for denial. If the employee wishes, they may resubmit a request for alternate dates of annual leave and initiate action to reschedule annual leave that was denied. The times at which such rescheduled leave is used must be approved by the supervisor.

F. The Agency shall allow the maximum number of employees to use leave consistent with coverage requirements.

G. Individual work units may institute specific leave procedures as appropriate. New procedures and changes to existing procedures will be provided to the Union as notice with an opportunity to bargain in accordance with the provisions of Article 5, Negotiations During the Term of the Agreement.

Section 29.4 Excused Absence

Brief absences from duty of less than one hour and tardiness of less than one hour may be excused by the supervisor for justifiable cause. Supervisors' exercise of their discretion to excuse such absences shall be fair and equitable.

Section 29.5 Sick Leave

A. It is the responsibility of the employee who is incapacitated for duty to notify the immediate supervisor or designee (or to have a responsible person give the notice on behalf of the employee) at the work site as soon as possible but no later than one (1) hour after the employee is scheduled to report for duty unless mitigating circumstances exist. The Agency shall ensure employees are provided with a method to successfully contact their supervisor or designee. The employee's obligation is to successfully contact the supervisor or designee (e.g., complete one phone call or communicate with the supervisor/designee by any other acceptable means) via the provided contact method. In the event that the supervisor or designee is not available, employees may use voice mail to notify the supervisor or designee of the type of leave requested. However, the request is not approved until the supervisor or designee informs the requesting employee of their decision.

B. An employee who expects to be absent more than one workday shall inform the supervisor or designee of the expected date of return to duty and notify the supervisor of any change. In the case of extended illness, employees shall not be required to call in and report daily.

C. An employee is entitled to use sick leave which shall be granted for appropriate absences, e.g., when the employee:

1. Seeks medical, dental or optical examination or treatment.
2. Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth.
3. Is caring for a family member who is incapacitated by a medical or mental condition or is attending to a family member who is receiving medical, dental, or optical examination or treatment, or is providing care for a family member with a serious health condition. NOTE: no more than 104 hours of sick leave may be used per leave year for this purpose, and the request must be coded as Family Friendly Sick Leave (FFSL) in WebTA.
4. Making arrangements necessitated by the death of a family member or attending the funeral of a family member (this includes use of sick leave to make arrangements for and attend a

funeral or memorial service, necessary travel, pre-funeral and after funeral/burial gatherings or ceremonies, memorial services, and reading of the will).

5. Has been exposed to a contagious disease and, as determined by the health authorities having jurisdiction or by a health care provider, their presence on duty would jeopardize the health of others.

6. Adoption-related purposes including appointments with adoption agencies, social workers, and attorneys, court proceedings, required travel, and any other activities necessary to allow the adoption to proceed.

D. The Agency should make an effort to accommodate employees who request in advance, a change in their daily Tour of Duty to meet medical, optical or dental appointments (see Article 10, Hours of Work, Section 4, Voluntary Schedule Adjustments).

E. If an employee has insufficient sick leave accrued, the employee may request that the supervisor approve Leave Without Pay (LWOP) or other available leave for an absence for which sick leave would otherwise be appropriate.

F. Employees shall not be required to reveal the specific nature of the illness as a condition for approval of sick leave unless there is reasonable suspicion of either leave usage abuse or fraudulent use of sick leave.

Section 29.6 Documentation for Sick Leave

A. Where an employee requests sick leave, or annual leave in lieu of sick leave, or LWOP in lieu of sick leave, the employee must make an appropriate request and may be required to furnish evidence of the need for sick leave within fifteen (15) calendar days of the Agency's request. An employee may support the request for sick leave by submitting administratively acceptable:

1. Employee self-certification (will usually be sufficient for absences not exceeding three (3) workdays and may be sufficient in instances where the illness was not treated by a health care provider if the statement indicates why a health care provider was not seen, e.g., remoteness of area, general condition of the illness, or other specific reasons. The supervisor may request clarification should the employee's written statement not be sufficient to support the request); or

2. Medical certification from the employee's health care provider (for most absences exceeding three (3) workdays).

When determined necessary, a supervisor may require a medical certificate for the period of absence regardless of the duration of the absence.

B. An employee with a chronic medical condition that does not require medical treatment but does result in periodic absences from work shall not be required to furnish a health care provider certificate on a continuing basis if the employee:

1. Is not on leave restriction; and

2. Every six (6) months provides, if requested, an administratively acceptable medical certificate which clearly states the continuing need for periodic absences.

C. In general, administratively acceptable medical certification of sick leave is a statement on medical stationery saying the employee was incapacitated for work and giving the date(s) of the incapacitation.

D. Documents regarding employee absence for sick leave purposes are highly sensitive. The Agency shall ensure that they are maintained in a secure and confidential manner.

E. Where there is substantial reason to believe that an employee is abusing their sick leave, medical certificates may be required for any period of absence provided the employee has been formally notified in writing that the Agency has established such a requirement for them. This notification may include alternate procedures required for the employee to request sick and annual leave.

F. If an employee has not used sick leave for three months after the notification in Paragraph E, the employee may request that the requirement be reviewed. If it is determined that a medical certificate is no longer warranted for sick leave of three consecutive workdays or less, the Agency shall notify the employee formally in writing.

1. The requirement for medical certification must be reviewed six (6) months after such requirement is imposed. If the requirement is not lifted, the employee may request a review of the certification requirement three (3) months after a previous review. If it is determined that a medical certificate is no longer warranted for sick leave of three (3) consecutive workdays or less, the employee shall be formally notified in writing.

G. When the Agency determines that an employee's sick leave abuse has ceased, the Agency shall remove the restriction and notify the employee in writing of this action.

H. If the restriction is to be continued beyond six months, the Agency shall send the employee written notice of the reasons.

Section 29.7 Registration and Voting

Consistent with OPM guidance, employees may be granted up to four (4) hours of administrative leave on election day or during early voting to vote in Federal, State, county, municipal, Tribal, territorial, and Federal special Congressional elections, in referendums on any civic matter in their community for each election event, so long as the absence does not seriously interfere with valid operational needs. Employees may separately be granted up to four (4) hours of administrative leave per leave year to serve as a non-partisan poll worker or participate in non-partisan observer activities at the Federal, State, county, municipal, Tribal, territorial level, so long as the absence does not seriously interfere with valid operational needs.

Section 29.8 Employee Absences for Court or Court-Related Services

A. In accordance with applicable law and government-wide regulations, an employee summoned or subpoenaed in connection with a judicial proceeding by a court or other authority responsible for the conduct of that proceeding shall be authorized to attend the judicial proceeding without charge to leave or loss of salary in the following instances:

1. To serve on a jury;
2. To appear as a witness on behalf of the Federal government, District of Columbia, state, or local government.

3. To appear as a witness on behalf of a private party in an official and job-related capacity or to produce official records; or,

4. To appear as a witness on behalf of a private party in an unofficial capacity and one of the Parties to the proceeding is either the United States, District of Columbia, or a state, or local government.

B. Even though no compensation is received for serving on jury duty in a federal court, employees may keep expense money received for mileage, parking, or required overnight stay. Money received for performing jury duty in state or local courts must be submitted to the Agency and may not be retained by the employee.

C. The Agency shall not change an employee's days off and/or schedules in order to avoid granting absence for court or court-related services.

D. An employee who is granted administrative leave to attend court proceedings and is excused or released by the court for any workday or substantial portion of a workday is expected to return to the employee's regular Agency duties except when:

1. Only a small portion of the workday would be involved and thus no appreciable amount of Agency service would be rendered; or,

2. The distance from the court to the place of duty is such that this would be an unreasonable requirement.

Section 29.9 Leave Without Pay (LWOP)

A. The Agency shall give serious, bona fide consideration to requests for LWOP.

B. LWOP may be requested in the same manner and for the same purposes as annual leave and sick leave. LWOP may be granted even though the employee has a sick or annual leave balance.

C. Upon written request from the appropriate Union office, an employee may be granted LWOP to engage in Union activities on the national, district or local level or to work in programs sponsored by the Union or the American Federation of Labor - Congress of International Organizations (AFL-CIO). Such requests shall be referred to the appropriate Agency official. Such employees shall accrue benefits in accordance with applicable OPM regulations. LWOP for this purpose is limited to one year.

D. Employees granted LWOP for more than thirty (30) calendar days shall be notified that they can usually expect to return to their former position. However, it may become necessary in the interest of the service to reassign them to other positions at the same grade and pay within the commuting area of the employee's current duty station during their absence or upon their return.

E. Employees may request LWOP for educational purposes.

F. LWOP is granted at the discretion of the Agency, except in the following cases:

1. When a disabled veteran requests LWOP for medical treatment.

2. When requested by a reservist or National Guard member for military duties in accordance with appropriate military orders and/or documentation. Employees may request such leave after their military leave has been exhausted (38 USC 4316(d));

3. When requested by an employee who has suffered an incapacitating job- related injury or illness and is waiting adjudication of a claim for employee compensation by the OWCP; or,
4. When an employee makes a request pursuant to the Family and Medical Leave Act (FMLA) and meets the criteria for that program.

Section 29.10 Adverse Weather/Emergency Conditions for Telework Employees

Unless otherwise notified, employees shall assume offices are functioning normally and should report to work or meet requirements previously agreed upon. However, emergency conditions occasionally require that an office remain closed for the day, delay opening, or allow early dismissal.

The Employer shall follow the OPM-issued Washington, D.C. Area Emergency Dismissal or Closure Procedures for National Capital Area employees developed in consultation with the Metropolitan Washington Council of Governments. The procedures are updated annually and can be viewed or printed from the OPM website: <http://www.opm.gov/>. For those employees outside the National Capital Area, the Employer may grant administrative leave in the event of local inclement weather or other local emergency situations based on local conditions.

When Federal offices are closed due to weather or other emergency conditions, in order to maintain the continuity of the Employer's operations:

- a. All telework-ready employees may be required to work at their alternative worksites, except an employee shall be excused if:
 - i. they are prevented from safely teleworking by an act of God (i.e., natural disasters such as earthquakes, floods, and snowstorms), terrorist attack or other similar circumstance not in the employee's control that prevents working safely; and
 - ii. either (A) the occurrence of such condition(s) could not, in the Agency's judgement, reasonably be anticipated, or (B) the employee is prevented from safely teleworking despite having taken reasonable steps within their control to prepare to telework (e.g., by taking home the needed equipment and/or work) and is otherwise unable to perform productive work at their telework site.
 - iii. an employee prevented from traveling to or performing work at an approved location, due to circumstances arising from one or more of the circumstances in (i) above, is prevented from safely teleworking.

Section 29.11 Temporary Work Interruption for Remote Work Employees

The Employer may approve requests for administrative leave when unplanned power, weather, connectivity or other external conditions outside a remote employee's control which occurred at the employee's remote duty station, make it temporarily impossible or unsafe for the employee to accomplish any Agency work. Depending on the circumstances, safety of the employee, and duration of the disruption, employees may be required to report to an alternate approved work site or Agency office.

Section 29.12 Accommodation for Religious Observances

A. An employee whose personal religious beliefs require abstention from work during certain periods of time, may request to engage in compensatory/credit hours work to compensate for time lost by meeting those religions requirements. Prior supervisory approval is required before compensatory/credit hours may be accrued or applied.

B. To the extent that such modifications in work schedules do not interfere with the efficient accomplishment of the Agency mission, the Agency shall, in each instance: (1) afford the employee the opportunity to work compensatory/credit time; and (2) grant compensatory or credit time off.

Section 29.13 Military Leave

A. Military leave shall be granted consistent with government-wide rules and regulations.

B. The Agency shall not arbitrarily deny an employee's request for military leave.

C. In accordance with the Presidential Memorandum dated November 14, 2003, Federal civil servants returning from active duty in the support of the Overseas Contingency Operations (OCO) (formerly the Global War on Terrorism) shall be granted five (5) workdays of excused absence, without charge to leave upon their return from each deployment.

Section 29.14 Advanced Annual/Sick Leave

A. An employee may be advanced all annual leave that shall accrue up to the end of the leave year and sick leave not to exceed 240 hours. However, advanced leave may not be granted to a temporary employee beyond the anticipated accrual as of the date set for the expiration of the employee's temporary appointment, nor to any employee if there is a likelihood that the employee will retire, be separated, or resign from the Agency before the date the employee will have earned the leave. Upon separation, employees must repay the balance of any remaining advanced annual leave; however, an employee may submit a written request that the Agency waive repayment.

B. Advanced sick leave may be combined with annual leave or LWOP when necessary to cover one continuous period of absence.

C. Denials of requests for advance leave shall be conveyed to the employee promptly and shall contain an explanation of the reasons for the denial.

D. Employees shall not be required to utilize any annual leave prior to utilizing advanced sick leave.

E. It is agreed that advance leave, including both sick and annual, shall be fairly and equitably administered.

Section 29.15 Voluntary Leave Transfer Program (VLTP)

A. As authorized by 5 CFR 630, Subpart I and consistent with this Agreement, employees are entitled to donate leave to an approved VLTP recipient. An employee must apply and be approved under the VLTP as a recipient before such employee may receive donated leave.

B. The VLTP allows an employee to transfer annual leave to an approved leave recipient. The amount transferred may not exceed one-half of the amount of annual leave the employee will accrue during the leave year.

C. Annual leave may not be transferred to an employee's immediate supervisor.

D. The Agency shall assist employees in preparing, or shall prepare, the employee's solicitation memorandum which is directed to employees whom the employee designates. The Agency shall advise employees of how and where to receive such assistance.

E. When an employee receives donated leave, it may be used only for the medical emergency for which it was donated.

Section 29.16 Family and Medical Leave Act (FMLA)

Eligible employees are entitled to family and medical leave in accordance with the Family and Medical Leave Act of 1993 as it has been or may be amended.

Section 29.17 Blood, Bone Marrow and Organ Donor Leave

Administrative leave for donation purposes shall be granted consistent with Government- wide law, rules and regulations.

Section 29.18 Leave for Bereavement

A. Upon request, subject to any documentation requirements, leave-approving officials shall approve up to five (5) days of annual leave, sick leave, and/or LWOP if appropriate, for employees to mourn the death of the following family members:

1. Spouse, and parents thereof;
2. Spouse of children;
3. Parents, and spouses thereof;
4. Brothers and sisters, and spouses thereof;
5. Grandparents and grandchildren, and spouses thereof;
6. Domestic partner and parents thereof, including domestic partners of any individual in paragraphs (2) through (5) of this definition; and
7. Any individual not covered in this section who is related by blood or affinity and whose close association with the employee is the equivalent of a family relationship.

B. In accordance with 5 U.S.C. § 6329d, employees are entitled to two weeks of paid parental bereavement leave in connection with the death of a qualifying child.

C. The supervisor has discretion to require documentation (e.g., obituary, death certificate) prior to final approval of-leave for bereavement. However, this documentation shall normally be required only in unusual circumstances.

Section 29.19 Leave to Attend a Funeral or Memorial Service for Certain Members of the Armed Forces

Leave to attend a funeral is granted to allow an employee to make arrangements for, or to attend, the funeral or memorial service for an immediate relative who died as the result of a wound, disease, or injury incurred while serving as a member of the armed forces in a combat zone. The Agency shall grant employees such leave as is needed and requested, not to exceed three (3) workdays of excused absence, without loss of or reduction in pay. The three (3) workdays need not be consecutive but if not, the employee shall furnish the approving authority satisfactory reasons justifying a grant of funeral leave for nonconsecutive workdays.

Article 30 Temporary, Probationary, Part-time, and Permanent Employees

Section 30.1 Temporary Employees

Temporary employees may be separated at any time upon notice in writing from the Agency. When the Employer determines that a temporary employee is to be separated, it will make a reasonable effort to give the employee notice two (2) weeks in advance.

Section 30.2 Probationary Employees

- A. Probationary employees shall be entitled to ongoing counseling about their conduct and performance and their standing through completion of their probationary period.
- B. Probationary employees have the right to Union representation in accordance with applicable laws, rules, regulations and this Agreement.
- C. The Employer will give probationary employees notice of termination with the effective date of the separation.

Section 30.3 Part-time Employees

- A. If a full-time employee wishes to convert to part-time, they shall make a request to their supervisor. The Employer will consider the employee's request and circumstances in light of the needs of the Agency.
- B. Employees who accept or convert to part-time positions have no guarantee that they will subsequently be converted to full-time employment, but the Employer agrees to consider the employee's request based on the employee's circumstances and the needs of the organization. The Employer will advise the employee of the effects of changing to part-time employment.
- C. Requests for changes to part-time and full-time employment will be made in writing.

Article 31 Workers' Compensation Program

Section 31.1 Workers' Compensation Program

When an employee suffers illness or injury that the employee believes is job-related and reports it to their supervisor, the Employer will make available to the employee, on request, directions for obtaining information and counseling about their rights and responsibilities under the Workers' Compensation Program including utilization of the online filing procedure.

Section 31.2 Employee Options

- A. An employee with a job-related injury/illness (including conditions aggravated by job-related factors) may request to be placed on sick or annual leave instead of leave without pay, pending approval or disapproval of their compensation claim.
- B. Employees shall have the option of buying back the leave used and having it reinstated to their account if their claim for compensation is approved.

Article 32 Personnel Records

Section 32.1 General

- A. Employees' official personnel records are contained in the electronic Official Personnel Folders (eOPFs). The eOPF prescribed by the Office of Personnel Management is the official repository of records providing the basic source of factual data about the employee's employment history. The eOPF may be used by the Employer as permitted by applicable law, rule, or regulation for any legitimate official purpose, including but not limited to, screening qualifications, determining status, computing length of service, and providing information for statistical purposes.
- B. In accordance with applicable law, an employee may review any and all records about them upon request and shall be given copies of the records upon proper request.
- C. Employees may access and make copies of their eOPF during business hours.

Section 32.2 Supervisory Files

- A. The Employer may maintain worksite files on such matters as emergency locator information, time and attendance records, training, award, and promotion histories, and other matters pertinent to the performance of their personnel management responsibilities. Any of these records not maintained in the eOPF, other than reports of an ongoing criminal investigation, shall be disclosed upon request to the employee who is the subject of the information or to their designated representative. Personal notes that a supervisor may keep as a memory jogger are not considered records and are not releasable to employees, unless relied upon by the supervisor in taking a formal disciplinary or adverse action.
- B. Access to official personnel records and other records shall be limited to authorized channels and those whose official duties require such access. The Employer shall be sensitive to individual rights to personal privacy and shall not disclose information from any personnel record unless disclosure is part of their official duties or required by Executive Order, regulation, or statute.
- C. Employees and/or their designated representative have the right to review and request all information, including worksite personnel files, used as a basis for disciplinary or adverse action at the time of the proposed action.

Article 33 Alternative Dispute Resolution

Section 33.1 Commitment

The Employer and the Union believe the use of Alternative Dispute Resolution (ADR) problem-solving methods to resolve disputes is effective, timely, efficient, and fosters a good Labor-Management relationship when appropriately applied, and pledge to explore the possible use of such methods whenever reasonably possible.

Section 33.2 Principles

- A. ADR is a collection of informal processes and techniques by which Parties may seek early resolution of disputes in a manner other than formal litigation.
- B. Any ADR process must be acceptable to both Union and Management.
- C. A resolution achieved by ADR shall not establish a precedent unless the Parties specifically agree to the fact and manner in which it establishes or established a precedent.

Section 33.3 Selecting Process to be Applied

When the Parties agree that an issue is appropriate to be addressed by an ADR process, they shall seek to agree on a process from among those identified by OPM (see OPM.gov) or shall develop a mutually acceptable process that complies with applicable law. If the Parties are not able to agree on an acceptable ADR process, the issue shall be deemed not appropriate for ADR under this Agreement.

Article 34 Furloughs

Section 34.1 General

- A. Sometimes there are circumstances beyond the control of the Employer which may make it necessary to furlough employees.
- B. The Employer has complete authority and responsibility with respect to all decisions regarding the furloughing of employees, including but not limited to, the specific employees furloughed, the days, dates, and times of the furlough, and the duration of the furlough.
- C. By agreeing to this Article, the Union does not waive any individual employee's rights.
- D. The Employer shall implement furloughs in accordance with the applicable governing statutes, rules and/or regulations, and Office of Personnel Management guidelines (hereinafter referred to collectively as law) current at the time of the furlough.
- E. This Article addresses the policy and procedures associated with two (2) types of furlough:
1. Shutdown or Emergency Furloughs; and
 2. Administrative Furloughs (Also called Save Money Furloughs).
- F. Upon receiving official notice of a potential furlough, the Employer, in accordance with Section 3.10 of this Agreement, shall notify the Union, as soon as practical, of the following:
1. Whether the furlough is a Shutdown (also called Emergency) or an Administrative Furlough;
 2. The expected beginning date of the furlough; and
 3. The expected duration of the furlough.
- G. For every furlough, the Employer shall compile a list of excepted employees, (those employees not subject to the furlough). After it approves a finalized list, the Employer shall provide the Union with a list of the bargaining unit excepted employees at or around the same time it provides the information to the excepted employees.
- H. During a furlough, and unless contrary to law, leave status shall be handled as follows:
1. Annual, sick, court, military leave, credit or compensatory time shall be suspended during the term of the furlough.
 2. Employees on approved leave without pay (LWOP) shall remain on LWOP.
 3. Employees on Continuation of Pay (COP) status shall remain on COP status.
 4. Employees may accept outside employment while on furlough provided such employment does not pose a conflict of interest with their official USDA RD duties. Employees wishing to engage in outside employment should refer to the Office of Ethics website at www.usda.gov/ethics; and
 5. Employees on LWOP under the Family Medical Leave Act (FMLA) during the furlough shall continue to be charged LWOP or be placed in a furlough status. However, employees on FMLA but in a pay status must be placed on furlough instead; the furlough time shall not reduce the 12- week entitlement period.
- I. After a furlough, and unless contrary to law, leave status shall be handled as follows:

1. At the conclusion of the furlough, the suspension of using credit hours, compensatory time, annual leave, sick leave, court leave, and military leave shall end.
2. Any credit hours, compensatory time, annual leave (including use-or-lose leave), sick leave, court leave, and military leave that is suspended during the term of the furlough shall not be charged and shall be fully restored.

J. Based on the length of the furlough, the Employer shall adjust Performance Plan Standards as needed.

K. The Employer shall not use furloughs as punishment or discipline in lieu of other means of addressing behavior, conduct, or performance.

L. All time periods within which a party or employee may or must act pursuant to the terms of this Agreement shall be tolled for the duration of any furlough.

Section 34.2 – Administrative Furloughs

A. If the Employer must furlough employees as a means of addressing a budget shortfall, the Employer may solicit volunteers to be placed in extended LWOP status; or

B. If the Employer must furlough employees as a means of saving or reducing expenditures, the Employer shall:

1. Solicit volunteers to work reduced hours in conjunction with LWOP; and
2. Allow affected employees to choose which workdays shall serve as their furlough days, with advanced approval of a supervisor and in accordance with Employer leave request requirements.

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

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

Section 34.3 – Shutdown (Emergency) Furloughs

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

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

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

D. Non-essential employees shall be paid for the Shutdown (Emergency) Furlough days in accordance with Government-wide law, rule and regulation.

E. Excepted employees shall be paid, and non-essential employees shall be paid for any time worked pursuant to Section 36.3 B above, but not until a continuing resolution or appropriation is enacted.

F. During the period of a Shutdown (or Emergency) Furlough, an employee shall be regarded as in furlough status during the employee's normal Tour of Duty and Work Schedule, including Compressed Work Schedules, Alternative Work Schedules, Part-Time Work Schedules and associated Off Days.