

Negotiated Agreement

Between

United States Department of Agriculture
Risk Management Agency



And

National Federation of Federal Employees
Local 858



Table of Contents

Preamble	7
Article 1 General Provisions	8
1.1 Purpose	8
1.2 Agency - Union Cooperation	8
1.3 Recognition	8
1.4 Unit Description	8
1.5 Definitions	9
Article 2 Provision of Law and Regulation.....	11
Article 3 Duration and Extent of Agreement.....	12
3.1 Effective Date and Term	12
3.2 Amendments.....	12
3.3 Negotiation Procedures for Changes to Conditions of Employment.....	12
3.4 Ratification and Agency Head Review	14
Article 4 Employee Rights and Responsibilities.....	16
4.1 Employee Rights.....	16
4.2 Employee Responsibilities	16
4.3 Employee Notification	16
4.4 Dues Withholding.....	16
Article 5 Management Rights	19
5.1 Basic Rights	19
5.2 Areas of Bargaining	19
Article 6 Union Rights.....	20
6.1 Representation.....	20
6.2 Status of Union Officials.....	20
Article 7 Official Time	21
7.1 Policy Statement	21
7.2 Designation	21
7.3 Exclusions.....	21
7.4 Provisions for Official Time	21
7.5 Official Time Requests and Reporting Procedures	22
Article 8 Unfair Labor Practices.....	24
8.1 Authority	24

8.2	Unfair Labor Practices by Management	24
8.3	Unfair Labor Practices by the Union	24
8.4	Available Procedures.....	25
Article 9	Union Information and Communication	26
9.1	Union Literature and Distribution.....	26
9.2	Membership Drive	26
9.3	RMA SharePoint	26
9.4	Use of Agency Communication Systems.....	26
Article 10	Hours of Work and Overtime.....	27
10.1	General.....	27
10.2	Definitions.....	27
10.3	Work Schedule Procedures.....	27
10.4	Workday Schedules.....	28
10.5	Credit Hours	28
10.6	Lunch Periods.....	29
10.7	Rest Periods	29
10.8	Overtime	29
10.9	Fair Labor Standards Act (FLSA)	30
10.10	Special Situations	30
Article 11	Leave	31
11.1	Annual Leave.....	31
11.2	Sick Leave	31
11.3	Leave without Pay – LWOP	32
11.4	Absence without Leave (AWOL)	33
11.5	Tardiness.....	33
11.6	Transfer of Leave.....	33
11.7	Administrative Leave/Excused Absence	33
11.8	Military Leave.....	33
11.9	Court Leave	33
11.10	Weather and Safety Leave.....	34
11.11	Family and Medical Leave.....	34
11.12	Paid Parental Leave.....	35
Article 12	Performance	37

12.1	Overview	37
12.2	Performance Standards	37
12.3	Communications	37
12.4	Procedures	38
12.5	Unacceptable Performance	38
12.6	Demonstration Opportunity	39
12.7	Performance Based Adverse Action Procedures.....	39
Article 13	Merit Promotion and Vacancy Announcements.....	41
13.1	Merit Promotion (Career Ladder)	41
13.2	Vacancy Announcements.....	42
Article 14	Reduction in Force, Reorganization, Transfer of Function, Job Abolishment, Technological Change and Furlough for more than Thirty (30) Days	43
14.1	Applicability.....	43
14.2	Regulatory Information.....	43
14.3	General Notice	43
14.4	Specific Notice.....	43
14.5	Priority Re-Promotion and Reemployment Rights	44
14.6	Grade and Pay Retention/Relocation Expenses	44
14.7	Outplacement Program	44
Article 15	Health and Safety.....	45
15.1	Safety	45
15.2	Health and Job-Related Injuries.....	45
Article 16	Furlough for Thirty (30) Days or Less	46
16.1	Purpose	46
16.2	Notification to the Union	46
16.3	Notification to Employees.....	46
16.4	Volunteers.....	46
16.5	Scheduling Furlough Days	46
16.6	Employee Compensation during Lapse of Appropriations	46
16.7	Benefits	47
Article 17	Grievance Procedure.....	48
17.1	Purpose and Scope.....	48
17.2	Grievance Definition	48

17.3	Appeal or Grievance Options	48
17.4	Questions of Grievability or Arbitrability	49
17.5	Role of the Union	49
17.6	Processing Requirements for All Grievances	49
17.7	Grievance Filed by Employee(s) or by the Union on Behalf of Employee(s)	49
17.8	Grievance Filed by the Agency	50
17.9	Grievance Filed by the Union	51
Article 18	Arbitration.....	52
18.1	Procedures and Conditions for Arbitration.....	52
18.2	Arbitration Hearing	52
18.3	Arbitrator’s Award	53
18.4	Expedited Binding Arbitration.....	53
Article 19	Disciplinary and Adverse Action	54
19.1	Policy	54
19.2	Disciplinary Actions	54
19.3	Adverse Actions	54
19.4	Extension of Time.....	55
Article 20	Position Descriptions	56
20.1	Procedure.....	56
20.2	Desk Audits/Classification Appeals	56
Article 21	Contracting Out.....	57
21.1	Policy	57
21.2	Notification	57
21.3	Management Study.....	57
21.4	Contracting-Out Decisions	57
21.5	Surplus Employees	57
Article 22	Training	58
Article 23	Equal Employment Opportunity (EEO)	59
23.1	Policy	59
23.2	Affirmative Action	59
23.3	Union Representation	59
23.4	Provisions	59
Article 24	Employee Assistance Program (EAP)	60

24.1	Purpose	60
24.2	Policy	60
24.3	Procedures	60
Article 25	Incentive Awards.....	61
25.1	Purpose	61
25.2	Applicability.....	61
25.3	Recognition of Employee Representative.....	62
Article 26	Remote Work	63
26.1	Policy	63
26.2	Definition	63
26.3	Geographic Restrictions	63
26.4	Rules that Apply to Remote Work	63
26.5	Worksite Requirements	64
26.6	Responsibilities	65
Article 27	Official Travel	66

Preamble

This Agreement is made in accordance with 5 U.S.C. Chapter 71 (Statute) by and between the U.S. Department of Agriculture, Risk Management Agency offices located in Kansas City, MO, Raleigh, NC (Insurance Services and Compliance Offices), and Jackson, MS (Insurance Services Office) hereinafter referred to as the AGENCY, and Local 858 of the National Federation of Federal Employees, hereinafter referred to as the UNION, and collectively referred to as the PARTIES.

The following Articles, together with any and all subsequent agreements, amendments and/or memoranda of understanding, constitute a total agreement by the Parties and are entered into pursuant to the Certificate of Representative dated March 24, 1971, and amended October 24, 1980; the Recertification Certificate dated May 10, 1985; Unit Certification 7-RO-70008 dated September 17, 1987; and Unit Certification AT-CA-18-0029 dated February 21, 2019; and Unit Certification CH-RP-23-0022 dated January 19, 2024.

Article 1 General Provisions

1.1 Purpose

Experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing, safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlement of disputes between employees and their Agency involving conditions of employment.

It is the intent and purpose of this agreement to define the roles and responsibilities of the Parties and to state the procedures and methods which will govern the working relationships between the Parties. This agreement supersedes and replaces all previous agreements and Memorandums of Understanding or Memorandums of Agreement.

1.2 Agency - Union Cooperation

The Agency and the Union recognize that they have a common interest as Parties to this agreement and as concerned Federal employees to promote and improve the efficiency of the Federal Service, and the well-being of employees. The Parties agree to demonstrate good faith and make every effort to resolve differences which arise in the administration of this agreement and will strive to conduct a sound and effective labor-management relations program through Agency-Union cooperation.

1.3 Recognition

The Agency recognizes the Union is the exclusive representative of employees in the bargaining unit.

1.4 Unit Description

The bargaining unit ("Unit") consists of employees in the following appropriate unit:

- A. Included: All professional and non-professional employees of the U.S. Department of Agriculture, Risk Management Agency, Product Management and Central Regional Compliance Office.

Excluded: Management officials, supervisors, guards, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6), and (7).

- B. Included: All non-professional employees of the Risk Management Agency, Eastern Regional Compliance Office, Raleigh, North Carolina.

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

- C. Included: All non-professional employees of the Risk Management Agency, Jackson Mississippi Regional Office, Jackson, Mississippi.

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

- D. Included: All non-professional employees of the Risk Management Agency, Raleigh North Carolina Regional Office, Raleigh, North Carolina.

Excluded: All professional employees, management officials, supervisors, and employees

described in 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7).

1.5 Definitions

ADVERSE ACTION: Suspensions of more than 14 days, reductions-in-grade or pay, removals, and furloughs of thirty (30) days or less.

AGENCY: U.S. Department of Agriculture, Risk Management Agency offices located in Kansas City, MO, Raleigh, NC (Insurance Services and Compliance Offices), and Jackson, MS (Insurance Services Office).

AGENCY'S REPRESENTATIVE: The Labor Relations Specialist from the Farm Production and Conservation Business Center or as otherwise designated by management.

AGREEMENT: This document (collective bargaining agreement (CBA)).

AMENDMENTS: Modifications to the basic agreement to delete or change portions, sections, or articles of the basic agreement.

AUTHORITY: The Federal Labor Relations Authority described in section 7104(a) of the Federal Service Labor-Management Relations Statute.

BARGAINING UNIT EMPLOYEE (BUE): Employee in the bargaining unit described in Article 1.4.

COLLECTIVE BARGAINING: Consistent with section 7103(a)(12) of the Statute, the performance of the mutual obligation of the representative of an Agency and the exclusive representative of employees in an appropriate unit in the Agency to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting such employees, and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached. The obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession.

CONDITIONS OF EMPLOYMENT: Consistent with section 7103(a)(14) of the Statute, 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.

COUNSELING: Informal verbal or written communication to an employee by a supervisor expressing concern regarding undesirable employee conduct or performance.

DISCIPLINARY ACTION: Written reprimands and suspensions of 14 calendar days or less. Counseling, and recording an absence as Absence without Official Leave (AWOL) are not considered disciplinary actions.

DUTY STATION: The city/town, county, and state where the employee works.

EMPLOYEE: Has the same meaning as "bargaining unit employee."

EMPLOYER: Has the same meaning as "agency."

GRIEVANCE: Refer to Article 17.2.

IMPASSE: The inability of the representatives of the Parties to arrive at a mutually agreeable position concerning negotiable matters through the bargaining process.

LETTER OF WARNING: Has the same meaning as “counseling,” except that it is provided in writing.

MANAGEMENT: Has the same meaning as “agency.”

MANAGEMENT OFFICIAL: Consistent with section 7103(a)(11) of the Statute, an individual employed by the Agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the Agency.

MEMBER: A dues-paying member of National Federation of Federal Employees Local 858.

NATIONAL REPRESENTATIVES: Any accredited officials from the National office of the National Federation of Federal Employees.

NEGOTIABILITY DISPUTE: Occurs when a union and an agency disagree over the legality of contract proposals or provisions.

NON-DUTY TIME: Non-duty time is the lunch period, any time prior to the beginning of an employee’s workday, or time following the end of the workday.

PARTIES: Agency and Union, collectively.

PAYROLL: Unit in Human Resources Division responsible for processing financial personnel actions.

REPRIMAND: Written letter to an employee based on unacceptable conduct or poor performance.

SENIORITY: Years of service starting from the service computation date (SCD) as annotated on an employee’s most recent SF-50.

STATUTE: The Federal Service Labor-Management Relations Statute (FSLMRS), Chapter 71 of Title 5 of the US Code as amended.

SUPERVISOR: Consistent with section 7103(a)(10) of the Statute, an individual employed by an Agency having authority in the interest of the Agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.

UNION: Local 858 of the National Federation of Federal Employees (NFFE).

UNION OFFICIAL/REPRESENTATIVE: Duly elected or appointed officials of NFFE Local 858 in the positions of President, Vice President, Chief Steward, and Steward.

UNION STEWARD: Duly elected or appointed individuals who perform representational duties on behalf of the Union for bargaining unit employees.

WORKSITE: A place approved by the Agency, where employees perform their work. For remote workers, this is generally the employee’s residence.

Article 2 Provision of Law and Regulation

The Parties agree that in the administration of all matters covered by this Agreement, officials and employees will be governed by existing or future laws, and by existing published Government-wide and USDA rules and regulations unless such rules and regulations conflict with the terms of this Agreement. The Agency will not enforce any rule or regulation (other than a rule or regulation implementing Section 2302 of Title 5 of the United States Code) which is in conflict with this Agreement if the Agreement was in effect before the date the rule or regulation was prescribed. Before any new change to rules or regulations are implemented, the Union will be notified and given an opportunity to negotiate as appropriate.

Article 3 Duration and Extent of Agreement

3.1 Effective Date and Term

- A. The Agreement becomes effective on the date it is approved under section 7114(c) of the Statute. If the Agency Head does not approve or disapprove the Agreement within 30 days from the date the Agreement is executed (i.e., signed by both parties), the Agreement will be in effect on the 31st day after the date the Agreement was executed.
- B. It will remain in effect for four (4) years and will be automatically renewed on the anniversary date in two-year increments, unless either Party provides written notice not more than 105 calendar days and not less than sixty (60) calendar days before the anniversary date, of its desire to effect changes to the Agreement. Receipt of such notice must be acknowledged within ten (10) calendar days, with negotiations to begin no later than sixty (60) calendar days from the date of receipt.
- C. Except for any provisions that may conflict with applicable law, or government-wide rules or regulations, this agreement, along with any supplemental agreements and changes resulting from mid-term negotiations, will remain in full force and effect until such negotiations for a new contract are completed in accordance with ground rules established for that purpose.

3.2 Amendments

The Parties may agree to reopen the Agreement for amendment at any time. Requests for reopening by either Party must be in writing and must indicate which article(s) and section(s) are to be amended. Receipt will be acknowledged by the receiving Party within ten (10) calendar days; the receiving Party may also propose sections to be discussed for amendment at this time. If the Parties agree to reopen the Agreement, negotiations will be confined to the agreed-upon sections. Negotiations will begin no later than thirty (30) calendar days after the Parties agree to reopen the Agreement. Bargaining procedure under 3.3 C will apply when negotiating amendments.

3.3 Negotiation Procedures for Changes to Conditions of Employment

- A. Notification Procedure. Specific procedures to be used pursuant to this section are as follows:
 - 1. The Agency will provide advance written notice to the Union of any proposed changes affecting employees' conditions of employment.
 - 2. The Union will have ten (10) business days to advise the Agency, in writing, of the Union's request to negotiate. If the Union requires information through an information request submitted to the Agency to determine if the Union desires to negotiate, the information request must be submitted within the ten (10) business day deadline; if this occurs, the ten (10) business day deadline will change to become five (5) business days from receipt of the Agency's response to this initial information request. Subsequent information requests submitted by the Union will not extend the deadline.
 - 3. After making a request to negotiate in accordance with 3.3 A.2 above, the Union will then have fifteen (15) additional business days to provide the Agency with written proposals. The parties will schedule a time and begin negotiating within ten (10) business days after the Agency's receipt of the Union's proposals.
 - 4. If deadlines in paragraphs 2 and 3 above are not met, the Agency may proceed with implementation with no further bargaining obligations. Nothing herein shall preclude

the Parties from extending any time limits, upon mutual consent.

5. The Parties may not submit additional proposals or raise new subjects of bargaining after submission of its initial proposals, except by mutual consent.

B. Information Requests Submitted by the Union

1. Upon receipt of an Information Request from the Union, pursuant to 5 USC 7114 (b)(4), the Agency agrees to furnish, to the extent not prohibited by law, data that:
 - a. Is normally maintained by the Agency in the regular course of business;
 - b. Is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and
 - c. Does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.
2. The Agency will attempt to respond to Union requests for data pursuant to 5 USC 7114 (b)(4) within a reasonable amount of time; normally, within fifteen (15) workdays of receipt. If the Agency requires more than fifteen (15) workdays to process a request, the Agency will inform the Union of the approximate amount of time needed to process the request.
3. By mutual agreement, the parties may extend contract time frames, including time to submit proposals/counterproposals or take action related to mid-contract negotiations, in order to give the Union the opportunity to review the requested data.

C. Bargaining Procedure

1. Negotiations should occur in a cost effective and efficient manner. To this end, the Parties agree that negotiations will take place virtually (e.g., Microsoft Teams). Bargaining shall occur during designated working hours, unless otherwise mutually agreed by the Parties.
2. Prior to the start of negotiations, management will notify the Union of the number of negotiators they will bring to negotiations. The Union will be authorized the same number of bargaining representatives on official time as the Agency has representatives participating in the negotiations. Official time for the purposes of preparing for and engaging in mid-term bargaining is subject to the provisions of 5 U.S.C. §7131(a) and Article 7 of this Agreement. Overtime and compensatory time are not authorized for negotiations or related activities.
3. At each negotiating session, both negotiating teams will have an individual entrusted with all the authorities required in 5 U.S.C. 7114(a)(4) and (b), who will be identified as the Chief Negotiator. Chief Negotiators and team members may be replaced, or have alternates named in their place, normally with at least one day's notice. Upon reaching agreement on an article, it will be signed and dated by the Chief Negotiators. Articles cannot be reopened except by mutual consent.
4. Any and all travel expenses associated with a team member's participation in negotiations will be borne by the Party they are representing. The Agency will not reimburse the Union or pay for travel expenses for Union officials attending mid-term bargaining sessions, nor will the Agency grant official time for travel.

5. Either party may have a technical expert (TE) present as necessary who can provide information necessary for the successful completion of bargaining. The TE will not count toward the bargaining team's number of representatives. The Union's TE will be granted official time for their participation in negotiation sessions if they are an employee within the bargaining unit who would otherwise be in a duty status. The Agency will not reimburse or pay for travel expenses for the Union's TE.
6. The Parties will endeavor to reach agreement and conclude bargaining within ten (10) business days from the start of negotiations, but that period may be extended by mutual agreement of the Parties. Either party may request assistance from the Federal Mediation and Conciliation Service (FMCS) at any time, or services from the Federal Service Impasse Panel (FSIP) as provided for in FSIP rules and procedures. In the event the parties cannot reach agreement within ten (10) business days from the start of negotiations, the Parties will seek assistance from the FMCS and if the matter remains unresolved, either party may request impasse resolution assistance from the FSIP.
7. If the Agency believes a written Union proposal is nonnegotiable under 5 U.S.C. Chapter 71, they will raise the issue of negotiability in a timely fashion, at the early stages of the negotiation process, so that attempts can be made to cure any negotiability problems. If the negotiability issue cannot be resolved, the Union may submit a negotiability appeal to the Federal Labor Relations Authority (FLRA) in accordance with applicable regulations.

D. Post-Implementation Bargaining Procedure

1. Applicability. Post-implementation issue resolution or negotiations may be appropriate when the Agency is taking an action due to an emergency in accordance with 5 U.S.C 7106(a)(2)(d) or the date of implementation is required by law.
2. Post Implementation Bargaining Procedure. The Union will be provided notice of change following the implementation date, or in advance if practicable, by the Agency and afforded the opportunity to bargain or continue bargaining, as applicable. The Union will have ten (10) business days to submit their request to bargain or continue bargaining. If the Union desires to bargain or continue bargaining, the procedures in paragraph C above will apply.

3.4 Ratification and Agency Head Review

- A. Changes to the agreement under this Article are subject to union membership ratification. The first ratification vote must occur within 30 calendar days from the date the parties reach agreement on all articles opened for change. Subsequent ratification votes, if applicable, are limited to issues that prevented ratification at the prior ratification attempt (i.e., all other changes not identified as being issues that prevented ratification will be considered ratified) and must occur within 15 calendar days from the date the parties reach agreement on those issues.
1. The Union will provide advance written notice to the Agency of any ratification vote date. The Union will subsequently provide written notice to the Agency of the outcome of any ratification vote within seven calendar days of the vote.
 2. If a tentative agreement is not ratified, the Union will provide the Agency with a list of the specific issues that prevented ratification, and a counterproposal to address those issues, within 14 calendar days of the ratification vote.

3. The agreement will be considered ratified if any of the stipulations in paragraph 3.4 are not met.
- B. Changes to the agreement under this Article are also subject to review by the Head of the Agency (or his/her designee) pursuant to 5 U.S.C. §7114(c). If the Agency Head does not approve or disapprove an executed change to the Agreement within 30 days from the date it was signed by both parties, it will become effective on the 31st day after the date it was signed by both Parties.

Article 4 Employee Rights and Responsibilities

4.1 Employee Rights

- A. Employees will have the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization, or to refrain from joining any lawful labor organization. No interference, restraint, coercion, harassment, or discrimination will be practiced within the Unit by the Agency or the Union to encourage or discourage membership in any labor organization.
- B. Nothing in this Agreement will require an employee to become or remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary written authorization for the payment of dues through payroll deduction or by voluntary cash dues payment.
- C. The Agency and the Union agree that Union dues deductions may be withheld for employees in the exclusive unit in accordance with the provisions of this agreement between the Union and the Agency.
- D. Neither the Agency nor the Union will discipline or otherwise discriminate against any employee because he/she has filed a grievance, represented a grievant, testified at a grievance or other hearing, or because he/she has filed a complaint or given testimony under the provisions of the Statute.

4.2 Employee Responsibilities

Employees, while engaged in Government business, will dress in a professional manner consistent with the environment in which the employee works. Employees will not wear offensive attire in the workplace.

4.3 Employee Notification

New employees and existing employees entering new positions: The Agency will notify these employees of their bargaining unit status and agrees to furnish to the Union's President or designee the full name, title, series, grade, entrance on duty date, and duty station of these employees no later than three (3) weeks after the employee reports for duty. The Union will be allowed to schedule a meeting, normally not exceeding 30 minutes, to explain the Union's status as exclusive representative. This meeting will occur outside of new employee orientation. Such meetings may occur once for each pay period that new employees begin, but no more than once per pay period.

4.4 Dues Withholding

- A. General: Employees may have their dues withheld through payroll deduction. Dues withholding is to be voluntary on the part of the individual employee. The Union is responsible for informing the employee of the voluntary nature of dues withholding and the conditions governing an employee revocation of dues withholding. In implementing the dues deduction program, the Agency and Union will be governed by the provisions of 5 USC 7115 and this Article.
- B. Supply of Forms: The Union will be responsible for the distribution of Standard Form (SF) 1187 for the use by an employee who wishes to authorize the deduction of his/her dues. Standard Form 1188 will also be available through the Union, the Agency Human Resources Office (HRO), and online from OPM or NFFE websites for employees who wish to revoke the allotment as described in subsection J.

- C. Requesting Dues Withholding: In order to initiate dues withholding, an employee must complete and sign a SF-1187. This form must be submitted to the designated NFFE representative for signature, who will then forward the completed form to the appropriate HRO via the Employee Care Center Portal (ECCP, or successor system) for processing. Dues will normally be withheld within two pay periods following receipt of Standard Form 1187 at National Finance Center (NFC).
- D. Dues Schedule: The Union agrees that the dues schedule applicable to its members will be provided to each employee prior to membership enrollment. Dues schedules may be changed pursuant to section G below. The Agency will apply the appropriate dues schedule to employees who authorize deduction of dues.
- E. Union Members Not in Good Standing: If the Union suspends or expels a member, or if an employee otherwise ceases to be a member in good standing, it will notify the appropriate HRO via the ECCP of that determination within five business days. The HRO will subsequently notify NFC to cease dues deduction, normally effective within two pay periods for that employee, and confirmation will be provided to the Union via the ECCP.
- F. Dues Withholding and Accounts: The HRO will notify the NFC to remit by Electronic Funds Transfer the amount of dues withheld to a single account provided by the Union. The HRO will also notify the NFC to send to the Union a listing of names and amounts withheld for each employee after each pay period.
- G. Change in Amount of Dues: If there should be a change in the dues structure or amount, the authorized Union official shall notify the appropriate HRO via ECCP by the 24th pay period, and HRO will then notify the NFC for the change to go into effect the first full pay period of the following year. If the change is the same for all members of the Local, a blanket authorization may be used.
- H. Termination of Dues Withholding: The HRO will notify the NFC to terminate an allotment of dues in the following events:
1. Loss of Exclusive Recognition. At the first full pay period following receipt of notice that the exclusive recognition has been withdrawn.
 2. Separation or transfer. At the end of the pay period during which the employee member is separated from the Agency or transferred out of the bargaining unit; an SF 1188 must be submitted to the appropriate HRO via the ECCP if they transfer within USDA.
 3. Change in membership status. The Union will report to the Agency any employee who ceases to be a member in good standing. Refer to section E.
- I. Correction of Errors:
1. The Agency agrees that any discrepancies between the amount of dues designated to be withheld per the appropriate dues schedule, and the amount of dues actually withheld will be adjusted as soon as possible after the Agency has discovered the error or has received written notification from the Union of the error. The parties agree that the Agency will be held harmless for any timely adjusted errors.
 2. If an employee has been improperly separated and is ordered reinstated by the appropriate authority to a bargaining unit position, the employee is required to initiate a new SF-1187 to restart dues withholding if they voluntarily elect to do so.

J. Procedure to Cease Deductions:

1. After an employee has been on payroll deduction of union dues for one year the employee may voluntarily revoke an allotment for the payment of dues by completing SF-1188, and submitting it to the appropriate HRO via the ECCP. The appropriate HRO shall process the revocation with the NFC.
2. Upon receipt of an SF-1188, the appropriate HRO will provide the Union with a copy of the SF-1188. Only the appropriate HRO can send an SF-1188 to Payroll for the NFC to effect this action.

Article 5 Management Rights

5.1 Basic Rights

Nothing in this Agreement will affect the authority of any management official:

- A. To determine the mission, budget, organization, number of employees, and internal security practice of this Agency; and
- B. In accordance with applicable laws:
 - 1. To hire, assign, direct, lay off, and retain employees in the Agency, 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 Agency operations will be conducted;
 - 3. With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion, or any other appropriate source; and
 - 4. To take whatever actions may be necessary to carry out the Agency mission during emergencies.

5.2 Areas of Bargaining

Nothing in this Article will preclude the Agency and the Union from negotiating:

- A. At the election of the Agency, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- B. Procedures which Management officials of the Agency will observe in exercising any authority under this Article; or
- C. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such Management officials.

Article 6 Union Rights

6.1 Representation

The union will have the right to present its views to the Agency on matters of concern either orally or in writing, and to negotiate with respect to changes in personnel policies and practices and matters affecting working conditions of bargaining unit employees. As exclusive representation of employees in the unit, the Union will be given the opportunity to be present at:

- A. Any formal discussion between one or more representatives of the Agency and one or more employees in the unit or their representative concerning any grievance or any personnel policy or practice or other general condition of employment; or
- B. Any examination of an employee in the 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 or adverse action against the employee; and
 - 2. The employee requests representation.

6.2 Status of Union Officials

- A. The Agency will recognize National Representatives of the Union and duly elected or appointed Officials/Stewards when advised by the Union in writing of the names and titles of such officials. Updates will be provided to the Agency as changes of representatives occur.
- B. The Union agrees that Officials/Representatives will not enter a work area for union business during duty hours without notifying the supervisor in that area when he/she is present. It is agreed that if either Party requests any type of meeting with the other Party, common courtesy dictates that, should the other Party not immediately be available, a meeting will be scheduled as soon as possible. This paragraph will not be used as a delaying tactic by either Party.

Article 7 Official Time

7.1 Policy Statement

In the furtherance of good labor-management relations, union representatives will be granted official time in accordance with 5 U.S.C. 7131 and this Agreement.

7.2 Designation

- A. The Union will provide the Agency with a list of all designated union representatives within thirty (30) days of the effective date of this Agreement. The Union will provide an updated list when there is a change to a designated union representative. Each list will include the name, union position, and duty station of each designated union representative.
- B. Only those employees identified on the list provided by the Union will be authorized to use official time under this Article.

7.3 Exclusions

- A. Work schedules will not be altered so that Union officials are in duty status for the sole purpose of using official time. In unforeseen or exceptional circumstances, at the sole discretion of the Agency, work schedules may be altered.
- B. Union representatives are not authorized to earn premium or differential pay, overtime, or compensatory time (to include travel compensatory time) for their performance of union representational duties.
- C. In accordance with 5 U.S.C. 7131(b), the use of official time is prohibited for internal union business.
- D. Individuals designated as Union Representatives that are placed on a Demonstration Opportunity (DO) will not be authorized official time during the period of the DO except in case of an emergency, as approved by the supervisor or a management official. However, use of official time will not be acceptable justification for not meeting conditions of the DO.

7.4 Provisions for Official Time

- A. Consistent with 5 U.S.C. 7131 and this Agreement, union representatives will be granted official time, subject to availability, as described below:
 - 1. Term Negotiations—to negotiate a collective bargaining agreement, in accordance with 5 U.S.C. 7131(a) (coded as Term/Midterm Negotiations);
 - 2. Mid-Term Negotiations—to negotiate over issues raised during the life of a term agreement, in accordance with 5 U.S.C. 7131(a) (coded as Term/Midterm Negotiations);
 - 3. Dispute Resolution—to appear in proceedings before the Federal Labor Relations Authority during such time as an employee would otherwise be in a duty status, in accordance with 5 U.S.C. 7131(c) (coded as Grievances and Appeals/Dispute Resolution);
 - 4. General Labor-Management Relations—prepare for term and mid-term negotiations (coded as Term/Midterm Negotiations) and any other matter covered in accordance with 5 U.S.C. 7131(d). Examples of other matters covered in accordance with 5 U.S.C. 7131(d) include the following:

- a. Representing employees in grievances, arbitration, and appeals, including discussions with appropriate agency officials, reviewing agency files concerning such grievances and appeals, investigating complaints, interviewing and preparing witnesses, and preparing oral and written replies to notices of proposed disciplinary, adverse, or unacceptable performance actions (coded as Grievances and Appeals/Dispute Resolution);
 - b. Meetings with the Agency concerning personnel policies, practices, or other general conditions of employment (coded as General Labor Management Relations);
 - c. To be present at discussions involving employees as defined in 5 U.S.C. 7114(a)(2) (coded as General Labor Management Relations);
 - d. To contact and meet with members of Congress or their respective staff members, regarding personnel policies, practices, or other conditions of employment (coded as General Labor Management Relations);
 - e. To prepare financial records for the Department of Labor as required by law (coded as General Labor Management Relations); and
 - f. To attend union sponsored training sessions, provided the training is in relation to their union roles, which is of mutual benefit to the Agency, employees, and the Union (coded as General Labor Management Relations). No one union official may use more than eighty (80) hours of official time for this purpose per fiscal year.
- B. Union Bank. Total available hours of official time per fiscal year for activities identified in section 7.4 A.4 is 700 hours. Unused union bank hours do not carry over into the next fiscal year. Activities identified in sections 7.4 A.1 through 7.4 A.3 do not count against the union bank.
- C. Prior to a representative entering a work area or performing representational activities, the representative must obtain the consent of the immediate supervisor in charge of the work area. The representative shall provide the supervisor with the name of the employee, the general purpose of the visit, and how long the employee is expected to be away from duty. The employee must obtain agreement of the supervisor or designee prior to meeting with the union representative.
- D. An employee will not be denied the right to consult with a representative unless an urgent workload requirement exists, as determined by the supervisor and explained to the employee, which requires the employee to remain on duty. In an instance where an employee is denied the right to consult with a Union representative the immediate supervisor will suggest an alternative meeting time to take place as soon as possible.
- E. Representatives will make every effort to perform their union representational duties in a proper and expeditious manner.
- F. The union will be allowed an equal number of representatives on official time at a meeting with the agency.

7.5 Official Time Requests and Reporting Procedures

- A. A request for official time must be made in advance, (unless not possible due to an emergency) by email, in order to allow the supervisor enough time to be able to consider and plan for

agency mission requirements. Sufficient information (expected start and stop time, date, representational category, and how they can be reached) must be included with each request to use official time to allow the approving official to determine if the time requested and activity described meet the criteria outlined in this Article. Use of official time in excess of previously authorized hours or for purposes for which time wasn't previously authorized is not permitted; a separate request must be submitted as outlined above.

- B. The employee will make all efforts to immediately inform the supervisor when he/she returns to work after completion of the representational activity, by email.
- C. Normally a representative will be released immediately unless work conditions require his/her presence on the job. When release cannot be accomplished immediately, the representative will be released as soon as possible and the representative will be notified by the supervisor of approximately when that time will occur. If the supervisor denies the use of the official time, he/she must provide justification for the denial upon request. If official time is not able to be granted that same day, and the delay results in the Union missing a contractual time limit, the deadline will be extended to the day the official time is able to be granted.
- D. The Union President may request that a union representative have available a regularly scheduled, fixed block of official time to perform representational functions in accordance with 7.4 A.4.
 - 1. Such request will be submitted in writing to the union representative's supervisor for consideration. The written request will include the specific date(s), time(s), length of the scheduled blocks proposed and a description of the representational duties the union representative will perform during the scheduled blocks of time.
 - 2. Management will provide a written response to the Union President within three (3) days of the Union's request.
 - 3. If the request is approved, the union representative will provide their supervisor a written list of the representational duties performed for each instance of official time used under this paragraph. In the event that there are no representational duties for the union representative to perform during a scheduled block of official time under this paragraph, he/she will notify his/her supervisor and will return to duty in their current work assignment.
- E. An employee serving as a union representative is responsible for accurately recording official time on their time and attendance for pay purposes.

Article 8 Unfair Labor Practices

8.1 Authority

Unfair labor practices are solely determined by the Federal Labor Relations Authority, under the Authority procedures contained in the Statute.

8.2 Unfair Labor Practices by Management

It is an unfair labor practice for the Agency:

- A. To interfere with, restrain, or coerce any employee in the exercise by the employee of any right under the Statute;
- B. To encourage or discourage Union membership by discrimination in connection with hiring, tenure, promotion, or other conditions of employment;
- C. To sponsor, control, or otherwise assist any labor organizations, other than to furnish, upon request, customary and routine services and facilities if the services and facilities are also furnished on an impartial basis to other labor organizations having equivalent status;
- D. To discipline or otherwise discriminate against an employee because the employee has filed a complaint, affidavit, or petition, or has given any information or testimony under the Statute;
- E. To refuse to consult or negotiate in good faith with the Union as required by Statute;
- F. To fail or refuse to cooperate in impasse procedures and impasse decisions as required by Statute;
- G. To enforce any rule or regulation (other than a rule or regulation implementing Section 2302 of Title V of USC) which is in conflict with any applicable collective bargaining agreement, if the agreement was in effect before the date the rule or regulation was prescribed; or
- H. To otherwise fail or refuse to comply with any provision of the Statute.

8.3 Unfair Labor Practices by the Union

It is an unfair labor practice for the Union:

- A. To interfere with, restrain, or coerce any employee in the exercise by the employee of any right under the Statute;
- B. To cause or attempt to cause an agency to discriminate against any employee in the exercise by the employee of any right under the Statute;
- C. To coerce, discipline, fine, or attempt to coerce a member of the labor organization as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an employee or the discharge of the member's duties as an employee;
- D. To discriminate against an employee with regard to the terms or conditions of Union membership on the basis of race, color, creed, national origin, sex, age, preferential or non-preferential civil service status, political affiliation, marital status, or handicapping condition;
- E. To refuse to consult or negotiate in good faith with an Agency as required by Statute;
- F. To fail or refuse to cooperate in impasse procedures and impasse decisions as required by

Statute;

- G. To call, or participate in a strike, work stoppage or slowdown, or picketing of an agency in a Labor-Management dispute if such picketing interferes with an agency's operations or to condone such activities by failing to take actions to prevent or stop these activities (any informational picketing which does not interfere with the Agency's operations is not an unfair labor practice); or
- H. To otherwise fail or refuse to comply with any provision of the Statute.

8.4 Available Procedures

- A. Issues which can properly be raised under a statutory appeals procedure may not be raised as an unfair labor practice. If a matter is grievable, it can be raised under the negotiated procedure or an unfair labor practice, if appropriate, but not under both procedures.
- B. Except for matters covered under Section 7121 (e), (f), or (g) of the Statute in which an employee has an option of using the negotiated grievance procedure or an appeals procedure, issues which can be raised under a grievance procedure may, in the discretion of the grieving party, be raised under the grievance procedure or as an unfair labor practice, but not under both procedures.

Article 9 Union Information and Communication

9.1 Union Literature and Distribution

- A. Any information distributed by the Union will not violate any law, the security of the Agency, or contain scurrilous materials.
- B. The Agency and the Union agree that no personal attack on the character or integrity of any USDA employee will be made by either Party.
- C. The Union may distribute notices/literature via email to BUEs concerning internal Union business (including the solicitation of membership, election of labor organization officials, and collection of dues) as defined by the Statute. The person distributing the material and the employees reading union literature related to internal union business will be in non-duty status (such as during breaks, meal periods, or before/after work).

9.2 Membership Drive

Upon notification to management, the Union will be allowed one day four times a year during which to conduct membership drives during non-duty times via email.

9.3 RMA SharePoint

A link on RMA's SharePoint site will be posted under the Labor Relations section. It will show contact information for Union Officers and Stewards as provided by the Union. An electronic copy of this agreement will also be posted there, upon agency head approval.

9.4 Use of Agency Communication Systems

The Union may use Agency telephone, email, and video conferencing (e.g., Microsoft Teams) systems for authorized representational purposes.

Article 10 Hours of Work and Overtime

10.1 General

Employees and managers work to carry out the overall mission of the Agency, by providing professional, technical, and clerical services to internal and external customers. This article has been developed to give recognition to the mutual need for coverage and flexibility and to address issues and concerns that have arisen and, to the extent foreseeable, will arise as employees and managers continue working together to accomplish the work of the Agency.

All times referenced in this article apply to the time zone of the employee's official duty station, or the time zone of a temporary duty station.

10.2 Definitions

Basic Work Requirement: A full time employee must work 80 hours per pay period or otherwise account for those 80 hours by excused absences.

Core Hours: The period of time, 9:30 a.m. to 2:30 p.m., during which all employees must be on duty or on excused absence.

Credit Hours: Those hours within a flexible work schedule that an employee elects to work in excess of his or her basic work requirement so as to vary the length of a workweek or workday.

Designated Working Hours: The designated working hours are between 6:00 a.m. and 6:00 p.m. Monday through Friday.

Excused Absence: Time accounted for by leave, administrative leave, holiday hours, compensatory time off, credit hours, or time off from an award.

Fixed Work Schedule: A work schedule which has a fixed starting and ending time each workday.

Flexible Hours: The hours within the designated working hours which fall outside of the core time period. Flexible hours are from 6:00 a.m. to 9:30 a.m. and from 2:30 p.m. to 6:00 p.m.

Flexible Work Schedule: A work schedule which allows the employee to have flexible starting and ending times within flexible hours each workday.

10.3 Work Schedule Procedures

- A. Employees requesting and approved for a fixed work schedule:
 - 1. Will choose the same starting and ending times within flexible hours for each workday.
 - 2. Will account for no more than ten hours per day but not less than eight hours per day (accounted for using a combination of work hours and excused absences).
 - 3. If a holiday falls on an employee's scheduled 8, 9, or 10-hour workday, the employee will be paid for 8, 9, or 10 hours.
 - 4. If a dispute arises over scheduling between employees with equivalent skills, seniority will be the deciding factor.
- B. Employees requesting and approved for a flexible work schedule:

1. Will account for no more than ten hours per day but not less than eight hours per day (accounted for using a combination of work hours and excused absences).
 2. Are entitled to eight hours per day of holiday pay for any Federal holiday.
 3. Will notify their supervisor if they will be absent during flexible hours (i.e., outside of core hours) after beginning work for the day and prior to completing their normal number of hours. For example, an employee working an 8-hour day starts at 6:30 am and needs to 'step away' from 8:30 am – 9:30 am. The employee will notify their supervisor, prior to leaving.
- C. All full-time employees are entitled to an "in lieu of" holiday when a holiday falls on a non-workday. In such cases, the employee's holiday is the workday immediately preceding the non-workday. See OPM guidelines for details and exceptions.
- D. When notified in advance by the supervisor to report at a specified hour for a specified time, the employee will report as requested. This may be necessary due to travel, training, special projects, meetings, or other business needs which require different reporting times.

10.4 Workday Schedules

- A. Employees may request one of the following:
1. 10 workdays encompassing 80 hours per pay period.
 2. 9 workdays encompassing 80 hours per pay period.
 3. 8 workdays encompassing 80 hours per pay period.
- B. All work schedules are subject to supervisory approval.

10.5 Credit Hours

- A. The definition of credit hours in law (5 U.S.C. 6121(4)) provides that credit hours may be earned only within an employee's flexible work schedule. This means that an employee may earn credit hours only by working within the flexible time bands established by this agreement. Employees working a fixed work schedule may not earn credit hours. Hours that will count toward the basic work requirement may not be considered credit hours.
- B. Only one credit hour is earned for each hour of voluntary work in excess of the basic work requirement. (See 5 U.S.C. 6126(a).)
- C. Credit hours are earned and may only be used in 15-minute increments. No more than 24 credit hours may be carried over to the next pay period.
- D. Credit hours must be requested by the employee and approved by a supervisor in advance of being worked or used. Subject to supervisory discretion, instances of earning or using one hour or less of credit hours per day may forego individual advanced approval, but requests must still be entered in the approved leave system (ALS), WebTA or its successor system.
- E. Credit hours cannot be worked while on travel, while in training, on holidays, on Saturdays, or on Sundays, or before 6:00 a.m. or after 6:00 p.m.
- F. Credit hours may be used in the same week as they are earned, as long as they are earned prior to being used.

10.6 Lunch Periods

- A. An employee will not normally be required to work more than 6 hours without a lunch break. Employees are expected to take a lunch period during a normal working day. The lunch period will be taken between the hours of 11:00 a.m. and 2:00 p.m. and will normally be thirty (30) minutes. On occasion and with supervisory approval, lunch may be taken outside of the 11:00 a.m. – 2:00 p.m. window. When an employee is required to work through or delay their normal lunch period, they will be granted a lunch period equal in length to their normally designated lunch period or be properly compensated for being directed to work through it.
- B. Under appropriate circumstances and with approval from their supervisor, employees may occasionally work through lunch or use less than 30 minutes for lunch.
 - 1. Unless section 10.6 B 2 applies, the half hour lunch period worked, or a portion thereof, may be counted as credit hours if the employee works a normal full day (i.e., the employee is scheduled for 8 hours plus a half hour lunch; the employee works through lunch, and works the other normally scheduled 8 hours allowing them to earn one-half hour of credit hours).
 - 2. With advanced supervisory approval, the employee may leave earlier than normally scheduled if they worked through their half hour lunch, or a portion thereof, to address a time sensitive issue that is resolved by the time they leave, provided this does not result in the employee leaving prior to 2:30 pm.
- C. If an employee desires a lunch period longer than 30 minutes (up to 1 1/2 hours):
 - 1. The employee must receive supervisory approval in advance; and
 - 2. Time for lunch periods in excess of 30 minutes:
 - a. Must be charged to an appropriate category of leave (e.g., annual leave, earned credit hours, earned compensatory time off); or
 - b. May be made up within the flexible hours of the workday.
- D. When an unforeseen circumstance results in a lunch period lasting longer than 30 minutes but less than one hour, the employee will notify the supervisor upon return and section 10.6 C 2 will apply.

10.7 Rest Periods

Employees will be allowed one fifteen (15) minute paid rest period during each continuous four (4) hour segment of work. These rest periods cannot be used in lieu of leave to cover late arrival or early departure, or immediately prior to or immediately following lunch.

10.8 Overtime

- A. Overtime consists of any hours worked by an employee in excess of an employee's basic work requirement not earned as credit hours, which is officially ordered and approved in advance by the supervisor, in writing.
- B. Overtime will be administered in accordance with applicable laws, and regulations.
- C. Call-back overtime work.
 - 1. For employees that are not teleworking or remote workers, irregular or occasional

overtime work performed on a day when work was not scheduled for the employee, or for which the employee is required to return to his/her place of employment, is deemed at least 2 hours in duration for the purpose of determining overtime pay or compensatory time off (5 CFR 550.112(h)).

2. A teleworker or remote worker who is directed to travel to another worksite (i.e., not their typical telework/remote worksite) to perform irregular or occasional overtime work is entitled to at least 2 hours of overtime pay or compensatory time off.
 3. A teleworker or remote worker who is directed to perform irregular or occasional overtime work that is performed at their typical telework/remote worksite will earn overtime or compensatory time off in 15 minute increments, commensurate with the overtime work performed.
- D. If overtime becomes necessary, the employee normally will be given at least 24 hours notice.

10.9 Fair Labor Standards Act (FLSA)

- A. An employee's Standard Form 50 provides the FLSA status as exempt or non-exempt.
- B. When working overtime, non-exempt employees are entitled to time and a half pay but may request, in writing, compensatory time in lieu of time and a half pay. Non-exempt employees will not be required to work for compensatory time. When working overtime, FLSA exempt employees are covered under the provisions of Title 5, United States Code. Only FLSA exempt, General Schedule employees whose rate of basic pay is above the rate for GS-10, Step 10 may be required to receive compensatory time off in lieu of overtime. FLSA exempt employees may make a written request, and at the supervisor's discretion may be approved for compensatory time in lieu of overtime.

10.10 Special Situations

To facilitate completion of certain educational and/or training programs and/or complete unusual work or developmental assignments or details that will improve an employee's value to the Agency, or to address other special mission-related situations, an employee may request their work schedule be changed for a temporary period to accommodate these special circumstances. The Agency agrees to consider such changes and to work with the employee to work out an agreeable schedule, if possible, that will allow the employee to pursue these types of opportunities while ensuring completion of the required functions of the work unit. Each request will be evaluated on its own merits on a case-by-case basis. As used in this section, temporary period is understood by the parties to generally be 180 days, or less.

Article 11 Leave

11.1 Annual Leave

- A. Annual leave is a benefit earned by employees which requires supervisory approval. Consistent with the needs of the employee(s) and the Agency, annual leave requested in advance will generally be approved. Absent extenuating circumstances affecting Agency mission-accomplishment, annual leave which has been approved will not be canceled. A supervisor who must cancel the leave will make every effort to reschedule it at times desired by the employee. Annual leave may be taken in increments of fifteen (15) minutes and may be used in lieu of sick leave.
- B. Scheduling and Approval: Before using leave, the employee will secure advance approval from the supervisor except when unanticipated leave, below, applies. This may be accomplished by email or by submitting the request in the approved leave system (ALS), WebTA or its successor system. Any requests approved by email must still be entered in the approved leave system (ALS), WebTA or its successor system. Employees requesting vacation periods should request the leave as early as possible.
- C. Unanticipated Leave: When unanticipated leave becomes necessary due to an emergency, employees will notify the immediate supervisor by the beginning of core hours or as soon as possible if the employee has been rendered unable to make the notification due to the emergency (e.g.: the employee's computer and communication devices are destroyed in a storm; the employee or the employee's immediate family member is in a coma, unconscious, receiving emergency treatment as a result of a car accident, etc.). If the immediate supervisor is unavailable, the employee may leave a voicemail message or submit an email to their supervisor or his/her designee, indicating the type of leave they are requesting, the length of time they are requesting, and a way to be contacted. Upon return, the employee will enter the leave request in the ALS. Employees are not on approved leave until their supervisor or an appropriate designee approves the employee's request verbally or in writing. If the employee complies with the above notification requirements, unanticipated leave will ordinarily be approved, unless their supervisor contacts them and informs them otherwise.

11.2 Sick Leave

- A. Sick leave is a benefit accrued by the employee that may be used for personal medical needs, family care and bereavement (within regulatory limitations), care of a family member with a serious health condition (within regulatory limitations), and adoption-related purposes. Employees are encouraged to receive medical, dental, and optical examinations and treatments outside of duty hours. Sick leave may be taken in increments of fifteen (15) minutes and may not be used in lieu of annual leave.
- B. Supervisors may only grant sick leave when supported by administratively acceptable evidence. Employees may be required to furnish a medical certificate if such sick leave exceeds three (3) days or for a lesser period when the supervisor determines it necessary. A supervisor may consider an employee's self-certification as to the reason for his or her absence as administratively acceptable evidence, regardless of the duration of the absence.
 - 1. If an employee submits a written statement signed by a registered practicing physician or other practitioner (e.g., licensed dentist, physician assistant, or nurse practitioner) certifying to the incapacitation, examination, or treatment, or to the period of disability

while the patient was receiving professional treatment it will be considered administratively acceptable.

2. An employee must provide the medical certification within 15 days of the supervisor's request. If the employee is unable to do so, despite the employee's diligent, good faith efforts, he or she must inform the supervisor and provide it within a reasonable period of time, but no later than 30 calendar days after the supervisor makes the request. If the employee fails to provide the required evidence within the specified time, he or she is not entitled to sick leave and the absence may be recorded as an absence without leave (AWOL).
- C. Scheduling and Approval: See Scheduling and Approval above under annual leave.
- D. Unanticipated Sick Leave: See Unanticipated Leave above under annual leave.
- E. Leave Restriction:
1. When there is reason to believe an employee is improperly using sick leave, the employee may be issued a leave restriction letter. The letter will not be placed in the official personnel folder. This letter will include evidence supporting the basis for determination of improper leave use, what the employee must do to correct the problem, and the action that may be taken if the problem is not corrected.
 2. During the restricted leave period, the employee is required to support all sick leave requests and all requests for other types of leave in lieu of sick leave, with a medical certificate (see 11.2.b above for requirements).
- F. Removing/Sustaining Leave Restriction
1. In all cases of leave restriction, a review will be made no later than ninety (90) calendar days of the restriction. At that time, a determination will be made, based on the evidence, whether to remove the employee from leave restriction, or continue the restriction. The employee will be notified in writing of this determination and its supporting evidence.
 2. In cases where there have been no further problems of the type which gave rise to the leave restriction after ninety (90) days, the leave restriction will be removed.
 3. Extensions of leave restriction beyond ninety (90) days will be in ninety (90) day increments, and will be removed as soon as the employee has completed a ninety (90) day period with no further problems of the type which gave rise to the restriction.
 4. Leave restrictions must follow requirements outlined in this Article.

11.3 Leave without Pay – LWOP

- A. Following applicable laws, rules, and regulations, LWOP may be granted in lieu of sick or annual leave.
- B. LWOP for up to one year may be granted for no more than one Union representative at any one time to serve on a temporary basis with the NFFE. When an employee and/or Union representative is on LWOP under the provisions of this Agreement, he/she will be entitled to active employment at the end of the approved leave period at the same grade and salary and in accordance with applicable laws, rules, regulations, and this Agreement.

11.4 Absence without Leave (AWOL)

Recording an absence as AWOL is not a disciplinary action; however, absences without approved leave can become the basis for initiating disciplinary/adverse action.

11.5 Tardiness

When good cause is presented, and the supervisor determines the cause to be reasonable, the supervisor may approve administrative leave for brief (15 minutes or less) and infrequent occurrences of tardiness.

11.6 Transfer of Leave

The Agency agrees to administer the Leave Transfer Program in a fair and equitable manner, and in accordance with Government-wide and USDA rules and regulations.

11.7 Administrative Leave/Excused Absence

- A. Administrative leave (also referred to as excused absence) may be granted, consistent with applicable rules and regulations, and policies established by the Agency. Additionally, the President or OPM may issue Governmentwide policies or guidance from time to time regarding a specific use of administrative leave. When authorized, examples of appropriate use of administrative leave include but are not limited to:
1. Voting;
 2. Blood Donation;
 3. Return to civilian employment after active duty military service in support of the Global War on Terrorism;
 4. Administrative leave before or after a holiday when authorized by the President;
 5. Death of a President;
 6. Employee Assistance Program;
 7. Agency Approved Volunteer Activities; and
 8. Relief and recovery efforts after severe weather or other emergencies.
- B. Subject to advance supervisory approval, employees may be excused without charge to their leave to participate in USDA (Department or Agency) job interviews which do not require travel (such as telephonic or internet-based interviews).

11.8 Military Leave

An employee is entitled to time off at full pay for certain types of active or inactive duty in the National Guard or as a Reserve of the Armed Forces. Any full-time Federal civilian employee whose appointment is not limited to 1 year is entitled to military leave. Military leave under 5 U.S.C. 6323(a) is prorated for part-time career employees and employees on an uncommon tour of duty. (See OPM guidelines for full details on types of military leave).

11.9 Court Leave

An employee is entitled to paid time off without charge to their leave for service as a juror or witness (see below explanations). An employee is responsible for informing his or her supervisor if he or she is

excused from jury or witness service for one day or more, or for a substantial part of a day. Once an employee is excused from jury/witness service for the day, court leave is not appropriate; the employee may use annual leave, sick leave, or leave without pay, as appropriate, or may return to work for the remaining hours of their work schedule.

- A. Jury Duty: An employee who is summoned to serve as a juror in a judicial proceeding is entitled to court leave.
- B. Witness: An employee who is summoned as a witness in a judicial proceeding in which the Federal, State, or local government is a party is entitled to court leave.
- C. Official Duty: An employee who is summoned as a witness in an official capacity on behalf of the Federal Government is on official duty, not court leave.
- D. Fees/Expenses: Employees must reimburse to their agency fees paid for service as a juror or witness. However, monies paid to jurors or witnesses which are in the nature of "expenses" (e.g., transportation) do not have to be reimbursed to the agency.

11.10 Weather and Safety Leave

- A. The Agency may grant Weather and Safety leave when RMA management determines it is unsafe for employees to travel to their worksite due to serious weather or safety conditions.
- B. Remote employees are generally ineligible for Weather and Safety Leave except under the following conditions:
 - 1. Unsafe worksite. The Agency may provide weather and safety leave to an employee who is prevented from safely working at their worksite as a result of severe weather or other emergency event.
 - 2. Infrastructure issues. The Agency may grant weather and safety leave when severe weather or safety event results in loss of electricity or internet at the employee's worksite.

11.11 Family and Medical Leave

- A. FMLA leave as established by the Family and Medical Leave Act and implementing regulations (5 C.F.R., Part 630, Subpart L) is in addition to any other paid leave available to the employee.
- B. Most employees, who have completed at least twelve (12) months of Federal service have the right to invoke his or her entitlement to a total of twelve (12) administrative workweeks of unpaid leave during any twelve (12) month period for certain family and medical needs, as specified in 5 CFR § 630.1203(a) for one or more of the following reasons:
 - 1. The birth of a son or daughter of the employee and the care of such son or daughter;
 - 2. The placement of a son or daughter with the employee for adoption or foster care;
 - 3. Care of a spouse, son, daughter, or parent of the employee (does not include "in-laws"), who has a serious health condition;
 - 4. A serious health condition of the employee that makes the employee unable to perform any one or more of the essential functions of his or her position; or
 - 5. Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on covered active duty (or has been

notified of an impending call or order to covered active duty) in the Armed Forces as defined by 5 CFR 630.1202.

- C. Consistent with current laws and OPM's regulations for using annual and sick leave, an employee may elect to substitute the following paid leave for any or all of the period of leave without pay to be taken under § 630.1203(a):
1. Accrued or accumulated annual or sick leave under subchapter I of chapter 63 of title 5, United States Code, consistent with current law and regulations governing the granting and use of annual or sick leave;
 2. Advanced annual or sick leave approved under the same terms and conditions that apply to any other agency employee who requests advanced annual or sick leave; and
 3. Leave made available to an employee under the Voluntary Leave Transfer Program or the Voluntary Leave Bank Program consistent with subparts I and J of part 630.

11.12 Paid Parental Leave

The Federal Employee Paid Leave Act allows the substitution of up to 12 weeks of paid parental leave for FMLA unpaid leave granted in connection with the birth of an employee's son or daughter or the placement of a son or daughter with an employee for adoption or foster care. Features of the Paid Parental Leave Law and Interim regulations can be found in 5 USC 6382 and 5 CFR 630 subparts L and Q. Components include, but are not limited to, the following:

- A. To be eligible for paid parental leave, the employee must have completed at least 12 months of service.
- B. An employee must invoke FMLA unpaid leave for the birth of a child or placement of a child with the employee for adoption or foster care in order to receive paid parental leave.
- C. Paid parental leave is provided via substitution for FMLA unpaid leave.
- D. Use of FMLA leave for purposes other than birth or placement of a child (e.g., leave based on a serious health condition) during a 12-month FMLA period may reduce the FMLA leave available for birth or placement purposes. (Note: To the extent that the amount of FMLA leave available for birth or placement is reduced, the amount of available paid parental leave also may be reduced.)
- E. Each Federal employee has a separate entitlement to FMLA unpaid leave. If two covered Federal employees are parents of the same newly born or placed child, each employee would have a separate FMLA leave entitlement based on the birth/placement event. (Likewise, each employee-parent would have a separate entitlement to substitute paid parental leave for his or her FMLA unpaid leave.)
- F. Paid parental leave may be used only during the 12-month period following the birth or placement. There are no carryover provisions for any unused paid parental leave. An employee may not be paid for unused or expired paid parental leave.
- G. The agency may not require employees to use annual leave or sick leave before requesting paid parental leave.
- H. Prior to using paid parental leave, an employee is required to enter into a written service agreement to work for the applicable employing agency (i.e., the agency employing the employee at the time paid parental leave concludes) for 12 weeks after the day on which paid

parental leave concludes.

- I. Failure to complete the 12-week work obligation may result in an employee being required to make a reimbursement to the Agency that employed the employee during use of paid parental leave.
- J. If an employee has multiple children born or placed on the same day, the multiple-child birth/placement event is considered to be a single event that initiates a single entitlement of up to 12 weeks of paid parental leave.

Article 12 Performance

12.1 Overview

- A. The Agency will administer the Performance Management program in accordance with 5 U.S.C. Chapter 43 and 5 C.F.R. Part 430. Terms used in this Article that relate to the Performance Management System, such as “appraisal,” “critical element,” or “performance rating,” will have the same meaning as in 5 C.F.R. Part 430.
- B. The Parties agree that the performance appraisal system as contained herein will be the exclusive performance appraisal system for bargaining unit employees, and will be in accordance with provisions of applicable laws, rules and regulations, and this Agreement. Any conflict between an Agency-wide regulation and this Agreement will be resolved in favor of this Agreement. Employees will not be evaluated on duties and responsibilities which they were not given the opportunity to perform.

12.2 Performance Standards

- A. The Agency will comply with 5 C.F.R. Part 430 when making its reserved management right decision as to the number of levels of performance for each element, and when determining whether a rating level will have a written performance standard. Application of all performance standards shall be fair and equitable, and consistent with 5 C.F.R. Part 430.
- B. The employee’s supervisor will provide written justification for all ratings not equal to the fully successful level. All ratings at the fully successful level are the performance standards as specified.

12.3 Communications

- A. Normally within the first thirty (30) calendar days of every rating period or within thirty (30) calendar days of employment or reassignment, the supervisor will discuss the performance plan with each employee. The supervisor will present to the employee a copy of the draft performance plan, which contains the Elements and performance standards.
- B. The final performance plan will be made available to the employee electronically in the system used to record performance evaluations (currently eHR Apps; previously EPMA and EmpowHR).
- C. Performance discussions:
 - 1. A mid-year discussion and a closeout of current appraisal period and establishment of standards for the new appraisal period discussion must take place each appraisal period.
 - 2. Performance discussions should occur throughout the performance appraisal period. Discussions may be initiated by the supervisor or employee and may be held one-on-one or in a work group. Employees are encouraged to seek feedback from their supervisor about their performance throughout the performance appraisal period.
 - 3. Performance discussions between the supervisor and the employee will be aimed at improving the work process or product and developing the employee. As appropriate, the discussion will provide the opportunity to assess accomplishments and progress and identify and resolve problems.

12.4 Procedures

- A. Performance elements, standards, and plan must be consistent with the duties and responsibilities contained in the employee's position description. Employees are responsible for providing input to their rating official concerning the development of the performance plan including performance elements, standards, and measures. Employees are also responsible for ensuring they have a clear understanding of their performance expectations and how their performance relates to the mission of the organization. Normally within the first 30 calendar days of every rating period or within 30 calendar days of appointment or reassignment, written standards will be given to employees.
- B. Employees will receive an annual performance rating for the performance appraisal period. Performance ratings are issued in writing to the employees as soon as practicable after the end of the rating period.
- C. The shortest period of time for which employees can be rated is ninety (90) days; if an employee did not work for at least 90 days prior to the rating deadline, they will not be rated for that performance year. The 90 days do not need to be consecutive. A performance plan put into place fewer than 75 days before the end of the performance year may carry through the next performance year, provided the effective days on the plan reflect the entire period.
- D. An employee will receive their within grade increase (WIGI) unless the supervisor concludes that an employee's work is not at the fully successful level. The employee will be notified in writing if the WIGI will be denied.

12.5 Unacceptable Performance

- A. Rating Officials should identify and document potential issues with any employee meeting their performance expectations, and address the issues with the employee, before performance falls below the standards defined at the fully successful level for any element as it is defined in the employee's performance plan.
- B. In accordance with the provisions of 5 U.S.C. § 4303, and 5 CFR Part 432, at any time during the performance cycle that an employee's performance falls below the standards for fully successful on any critical element, the Rating Official must do the following prior to a reduction in grade or removal:
 - 1. Notify the employee in writing of the element(s) for which performance is below the fully successful level and what the employee must do to bring their performance to an acceptable level during the DO period and what assistance will be provided;
 - 2. Inform the employee that unless they demonstrate performance in the element(s) identified in the notice at the fully successful level, they may be reduced in grade or removed; and
 - 3. Afford the employee a reasonable opportunity to demonstrate fully successful performance on the element(s) by placing the employee on a Demonstration Opportunity Plan (DO).
 - 4. The requirement to establish a DO excludes employees serving a probationary or trial period under an initial appointment.

12.6 Demonstration Opportunity

- A. The DO is not a developmental opportunity or an opportunity to merely improve performance. It is an opportunity to demonstrate performance at the fully successful level in the respective element(s).
- B. The DO plan must specify the length of the period to demonstrate performance at the fully successful level. The minimum opportunity period for a DO is 60 calendar days. There is no maximum opportunity period for a DO. The length of the DO will be determined by:
 - 1. The complexity of the work;
 - 2. The duration of the segment of work which would provide adequate evidence that performance at the fully successful level is or is not demonstrated; and
 - 3. Whether the employee has previously demonstrated acceptable performance, as defined at the fully successful level of the current performance plan.
- C. The Rating Official, or alternate as identified in the DO plan, must closely monitor the employee's performance during the DO. The employee must be informed at least once a week during the DO that they are or are not meeting expectations.
- D. If, during the DO, the Rating Official concludes that additional time is required to assess whether the employee is demonstrating performance at the fully successful level, the DO may be extended. If the DO is extended, the Rating Official must notify the employee in writing about the extension.
- E. At the conclusion of the DO, the Rating Official must immediately determine whether the employee has demonstrated acceptable performance as defined in the DO plan. If the employee has demonstrated acceptable performance, he/she must be notified in writing within 7 days about the determination.
- F. If the employee has failed to demonstrate acceptable performance, the Rating Official must initiate steps to take an adverse, performance-based action no later than 7 calendar days from the end of the DO.
- G. If the employee fails the DO before the DO is completed the DO will be concluded immediately, and a decision made on the appropriate adverse, performance-based action within 7 days.
- H. If an employee has performed acceptably for one year from the beginning of an opportunity to demonstrate acceptable performance in the critical elements) for which the employee was afforded a DO, and the employee's performance again becomes unacceptable, the Agency shall afford the employee an additional opportunity to demonstrate acceptable performance before determining whether to propose a performance-based adverse action.
- I. A performance-based adverse action may be proposed based upon instances of performance below the fully-successful level which occur within a one year period from the beginning of the DO, ending on the date of the notice of proposed action.

12.7 Performance Based Adverse Action Procedures

An employee against whom an adverse action is proposed for unacceptable performance is entitled to:

- A. Thirty (30) calendar days advance written notice of the proposed action which identifies the specific instances of unacceptable performance by the employee on which the proposed action is based and the critical element(s) of the employee's position involved in each instance of

unacceptable performance.

- B. Fifteen (15) calendar days to reply to the notice of proposed action orally and in writing, or both.
- C. Notice of their right to representation.
- D. A written decision.
- E. Notice of their appeal rights under the grievance procedures or through statutory procedures, but not both.
- F. Upon written request, an extension of time may be granted for extenuating circumstances at the discretion of the Deciding Official.

Article 13 Merit Promotion and Vacancy Announcements

13.1 Merit Promotion (Career Ladder)

- A. A career ladder is the range of grades in an occupational series or specialization starting with the lowest level at which an employee can be hired, up to and including the full performance level of the position.
- B. Promotions to higher grade levels within the career ladder are not guaranteed. Promotions depend on:
 - 1. Having grade building experience in order to meet all basic eligibility requirements for the next higher grade; management will provide opportunities for grade building experience to career ladder employees to demonstrate their ability to perform at the next higher grade;
 - 2. Demonstrating and receiving supervisor certification of his/her ability to perform at the next higher level;
 - 3. Having a current rating of record of fully successful; and
 - 4. Meeting legal and regulatory requirements (i.e. time-in-grade restrictions).
- C. Management will determine if the employee will be promoted prior to the date the employee meets time-in-grade requirements (ex.: if July 1 of last year is the date an employee was promoted to a GS-11, July 1 of this year is the date the employee meets time-in-grade requirements to be promoted to a GS-12).
 - 1. An employee's promotion will not be denied for any cause that violates merit system principles. Prior to an employee's promotion being denied or delayed, management will inform the employee in writing of their progress toward meeting the requirements in 13.1 B at regular intervals (e.g., quarterly conversations).
 - 2. The employee will be informed whether their promotion will be approved, denied or delayed, or when the decision will be made, no later than 45 days prior to the employee meeting time-in-grade requirements.
 - 3. When an employee's career ladder promotion will be denied or delayed, the employee will be notified in writing with a letter stating the reasons why the promotion is denied or delayed. This written notice will be provided as soon as possible after management determines the employee's career ladder promotion will be denied or delayed.
- D. Absent administrative error, an employee in a career-ladder position will be promoted on the first full pay period after Human Resources certifies requirements in paragraph 13.1 B are met.
- E. Management will list a promotion's proposed effective date on the SF-52 as the earliest eligibility date. The earliest eligibility date is the beginning of the pay period following when Management determines requirements in paragraph 13.1 B are met. However, normal processing time for promotions (i.e., Human Resources certification requirements described in paragraph D above) can take up to three pay periods, and as a result, the promotion may not occur by the proposed effective date. Normal processing time does not contribute to and is not considered to be, either of the items in paragraphs 13.1 F 2 or 13.1 F 3.
- F. Promotions can only be made retroactively if one of the following applies:
 - 1. To meet a legal requirement such as a court-ordered decision;

2. To correct an administrative error made by the Human Resources office; or
3. When the promotion action cannot be processed due to staff members being unavailable to perform the work, such as during an administrative furlough.

13.2 Vacancy Announcements

- A. The Agency will post vacancy announcements on the USAJOBS Website. Announcements will follow requirements established by the OPM, which typically includes the following:
 1. Announcement number;
 2. The opening and closing dates;
 3. Area of consideration;
 4. Position, Title, series, grade;
 5. Salary Range;
 6. Appointment Type;
 7. The number of positions that may be filled and the location(s) of the position(s);
 8. Duties and responsibilities of the position;
 9. Qualification requirements, including specialized experience or any selective placement factors;
 10. Evaluation methods to be used, if any;
 11. Known promotion potential, if any;
 12. Instructions for applying;
 13. Whether reimbursement for relocation expenses is authorized in the event selection is made of a candidate from outside the commuting area;
 14. A statement that the principles of equal employment opportunity will be adhered to in the application and selection process;
 15. Information on how to obtain reasonable accommodations if needed;
 16. Agency contact information; and
 17. Geographic location.
- B. Employees are encouraged to establish an account on USAJOBS. Once established, employees can save job searches and receive automatic email notifications (to their work or personal email address) of any new job openings meeting their search criteria, to ensure they are immediately aware of all available RMA job postings.

**Article 14 Reduction in Force, Reorganization, Transfer of Function, Job Abolishment,
Technological Change and Furlough for more than Thirty (30) Days**

14.1 Applicability

- A. The provisions of this Article apply when the Agency makes a decision to:
 - 1. Conduct a reduction-in-force (RIF);
 - 2. Reorganize;
 - 3. Transfer a function;
 - 4. Abolish a position which in turn causes a RIF;
 - 5. Introduce a technological change which results in the loss of pay for any member of the bargaining unit; or
 - 6. Furlough for more than thirty (30) days.
- B. The activities covered in this Article will be accomplished in accordance with applicable laws, rules, regulations, and this Agreement.

14.2 Regulatory Information

This Article is covered under 5 C.F.R. Part 351. Additionally, the Agency agrees to make available for review any additional pertinent OPM regulations, classification standards and qualification standards.

14.3 General Notice

- A. When the Agency issues a General Notice, appropriate regulations will be followed.
- B. The Agency will provide to the Union the following information at the time a General Notice is issued (or at the time the Specific Notices are issued, if the decision is made not to issue a General Notice):
 - 1. Reason for the action;
 - 2. Proposed effective date;
 - 3. Competitive Area;
 - 4. A list of affected positions;
 - 5. Current retention register;
 - 6. Position descriptions of affected employees; and
 - 7. Approval letter from OPM authorizing early-out retirements, if applicable.

14.4 Specific Notice

The Agency will notify each affected employee in writing. Upon receiving the notice, the employee will sign and date a letter indicating receipt of the Specific Notice. If the notice is hand delivered, a representative of the Union will be afforded the opportunity to be present. The Specific Notice will include the information required. Employees will be afforded a minimum of five (5) working days, commencing with the first workday following the day of receipt, in which to make a decision and communicate that decision to the Agency.

14.5 Priority Re-Promotion and Reemployment Rights

- A. When the area of consideration is inside the Agency, the Agency agrees to give first consideration to employees adversely affected for re-promotion to their former or intervening grades.
- B. When the area of consideration is outside the Agency, the Agency agrees to give first consideration for reemployment to employees adversely affected to their former or intervening grades. Job offers of reemployment will be made in accordance with retention standing.

14.6 Grade and Pay Retention/Relocation Expenses

Employees will receive saved grade and/or saved pay and relocation expenses to the extent allowed by applicable law, rule, or regulation.

14.7 Outplacement Program

The Agency will develop and implement an outplacement program for affected employees. Seminars will be held for affected employees interested in finding positions outside the Agency. This seminar will cover resume writing, interviewing, job markets, developing a job campaign, general career planning, and information about any available displaced employee program.

Article 15 Health and Safety

15.1 Safety

Both the Agency and the Union recognize the importance of safe working conditions for employees and agree to cooperate in this endeavor and to encourage all employees to work in a safe manner.

15.2 Health and Job-Related Injuries

An employee is required to give his/her immediate supervisor written notice of injury within 48 hours after he/she is injured in the performance of duty. This written notice must be on the appropriate OPM form(s). An injured employee is entitled to first aid and medical care for the injury. This includes hospital care when needed. If an employee is injured on the job, he/she may be entitled to compensation for loss of wages. Information on employee benefits under Federal Employee's Compensation Act (FECA) is listed on the appropriate OPM form(s). Additional information regarding injury compensation will be available in the Human Resource Office.

Article 16 Furlough for Thirty (30) Days or Less

16.1 Purpose

This Article sets forth procedures which will be followed if the Agency determines that it is necessary to furlough bargaining unit employees for thirty (30) days or less due to lack of work, funds, or operating authority. These procedures will be carried out in accordance with laws, Government-wide regulations, and this Agreement.

16.2 Notification to the Union

Before the Agency furloughs bargaining unit employees, the Union will be provided as much advance notice as possible and will be given the opportunity to negotiate as appropriate. The Union will be provided the following:

- A. The reason for the furlough;
- B. The organizational segment(s) affected by the furlough; and
- C. The estimated number of employees to be furloughed in each segment.

16.3 Notification to Employees

Employees will be given as much notice as possible prior to the effective date of furlough.

16.4 Volunteers

- A. When necessary to furlough some but not all employees in an organizational segment, the Agency will first solicit volunteers at the affected work site. Employees will either make known their willingness to accept a furlough or submit a voluntary request for leave without pay (LWOP).
- B. If a sufficient number of volunteers do not come forth, the Agency will select employees for furlough on a retention standing basis determined by CFR part 351; additionally, any employees not furloughed must be qualified to perform the functions that will continue to be performed during the period of furlough.

16.5 Scheduling Furlough Days

When the Agency has made a decision to furlough employees for a specified number of days during a specified period of time, employees will be provided an opportunity to submit a schedule identifying their preferences in accomplishing the necessary number of days off. These schedules will be accommodated as much as possible.

16.6 Employee Compensation during Lapse of Appropriations

- A. Employees who are required to report for duty during a lapse of appropriations will be fully compensated in accordance with law and regulation.
- B. Employees who are furloughed because of lapse of appropriations will be retroactively paid and otherwise compensated when appropriations are approved if in accordance with law and regulations and provided for in the appropriations.

16.7 Benefits

Life insurance and health benefits will be provided to furloughed employees in accordance with OPM regulations.

Article 17 Grievance Procedure

17.1 Purpose and Scope

- A. This negotiated procedure will be the exclusive procedure available to bargaining unit employees and/or the Parties for resolving grievances except as provided in Section 17.3 of this Article.
- B. Employees will communicate with their immediate supervisors about concerns over a working condition, personnel policy or practice which they feel gives rise to unfairness in the work area. The immediate supervisor will, in turn, communicate openly and honestly with the employee concerning conditions of employment, personnel policies and practices which brought about the situation.

17.2 Grievance Definition

A grievance means any complaint:

- A. By any employee, group of employees, the Union or the Agency concerning any matter relating to the employment of the employee; or
- B. By any employee, group of employees, the Union or the Agency concerning:
 - 1. The effect of 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.
- C. Except that it will not include a complaint concerning:
 - 1. Any claimed violation relating to prohibited political activities;
 - 2. Retirement, life insurance, or health insurance;
 - 3. A suspension or removal for national security reasons;
 - 4. Any examination, certification, or appointment;
 - 5. The classification of any position which does not result in the reduction in grade or pay of the employee; or
 - 6. Personnel actions as a result of a RIF.

17.3 Appeal or Grievance Options

- A. Unless excluded in section 17.2 C matters may, at the discretion of the aggrieved employee, be raised either under the appropriate statutory procedures (e.g., MSPB, EEO, OSC, etc.) if applicable, or under the negotiated grievance procedure, but not both.
- B. For the purposes of this Section, an aggrieved employee will be deemed to have exercised his/her option to raise a matter either under the applicable Statutory procedures or under the negotiated grievance procedure at such time as the employee timely files a written notice of appeal under the applicable Statutory procedures, or timely files a formal grievance in writing in accordance with the provisions of the Parties' negotiated grievance procedure, whichever event occurs first.

17.4 Questions of Grievability or Arbitrability

Either Party may allege that a grievance is non-grievable or non-arbitrable. The question of arbitrability must have been raised by either Party by the last step of the formal grievance procedure.

17.5 Role of the Union

- A. The Union will be recognized as the representative of the aggrieved employee(s) unless such employee(s) wishes to personally handle the grievance and so informs the official to whom the grievance is being presented. No employee representative other than the Union will be recognized under these procedures.
- B. If any employee chooses to present a grievance on his/her own behalf, the Union will have the right to have a representative present during the grievance proceeding on official time. The Agency will notify the Union, in advance, of any meeting held between the grievant and the Agency concerning the grievance.
- C. When the Union is representing the employee(s), it may present the grievance with or without the employee(s) being present. All communication from management officials will be transmitted simultaneously to the employee(s) and the Union representative. The Agency will provide the Union representative with records pertinent to the grievance, if requested.

17.6 Processing Requirements for All Grievances

- A. All time limits stated in the grievance procedure will be adhered to unless an extension of time is mutually agreed upon. The requesting party must give reasons for any request for extension. Failure by the Agency to meet the time limits, without any mutual agreement having been made to extend the limits, will be cause for the grievance to be moved to the next step. Failure by the employee representative to meet the time limits, without any mutual agreement having been made to extend the limits, will be cause for the grievance not to be accepted at the next level.
- B. At any stage during this procedure, the grievant and/or representative may request a meeting to discuss the issues, or request a telephone conference in lieu of a meeting, if appropriate. The Parties agree that should a grievance reach the stage where the charged Party is not located in Kansas City, the charged Party may designate in writing to the grievant/representative appropriate management official in Kansas City to represent them and act on their behalf at such meeting.

17.7 Grievance Filed by Employee(s) or by the Union on Behalf of Employee(s)

- A. It is expected that an employee and their immediate supervisor will attempt to resolve all issues informally before proceeding with a formal grievance.
- B. Step 1:
 - 1. The grievant/representative may, within forty-five (45) calendar days after the occurrence of the matter, or when the grievant first had knowledge of the matter out of which the grievance arose, begin the grievance procedure by providing a written notice to the supervisor at the level above the immediate supervisor or the grievance will not be accepted. Timeframe extensions must be mutually agreed upon. This written notice must contain the following information:
 - a. Grievant's name, title, and grade;

- b. The nature of the grievance as it affects the employee, including date(s) of events or actions giving rise to the grievance;
 - c. The violations of the Agreement or how the grievant(s) has been adversely affected;
 - d. Describe the efforts taken to resolve the complaint with the immediate supervisor;
 - e. Identify the grievant(s) representative by name and position; and
 - f. Identify corrective action required.
2. Within fifteen (15) calendar days of the filing of Step 1 of the formal grievance, the Parties will meet to discuss the grievance. The grievant/representative will have access to pertinent documents and an opportunity to discuss the grievance with knowledgeable persons.
 3. If the grievance is resolved at this stage, the resolution will be rendered in writing by the charged Party and signed by both Parties. If such discussion fails to produce a resolution, the charged Party will issue a decision in writing and forward to the grievant/representative, if applicable.
 4. The written response will be issued within the stated fifteen (15) calendar-day period.
- C. Step 2:
1. The grievant/representative may within fifteen (15) calendar days of the receipt of the negative decision, initiate Step 2 of the formal grievance procedure by providing a written notice to the supervisor at the level immediately above the supervisor rendering the negative decision at Step 1 of the formal stage. This written notice must contain the following information:
 - a. All documentation contained in Step 1 of the formal grievance; and
 - b. Any other information which may assist in the resolution of the grievance.
 2. The supervisor or designee will consider the grievance along with all related documentation and information contained in the grievance file and will render a written decision within fifteen (15) calendar days of receipt of the appeal.
 3. If the grievance is resolved at this stage, the resolution will be rendered in writing by the charged Party and signed by both Parties.
 4. If the grievance is not resolved, arbitration may be invoked within fifteen (15) calendar days of receipt of the negative decision, in accordance with Article 18 of this Agreement.

17.8 Grievance Filed by the Agency

- A. Grievances filed by the Agency will be submitted in writing to the President of the Union with thirty (30) calendar days of the occurrence of the event (or upon becoming aware of the occurrence) on which the grievance is based. It must state specifically and in detail the nature of the grievance, previous efforts made to avoid or resolve the grievance informally, the results thereof, and the corrective action desired. The President of the Union will render a written decision of the grievance within thirty (30) calendar days of its receipt.
- B. If the decision resolves the grievance, the resolution will be reduced to writing by the Union and

signed by both Parties. If the grievance is not resolved the Agency may, within fifteen (15) calendar days of the receipt of the written decision, invoke arbitration in accordance with the provisions of Article 18.

17.9 Grievance Filed by the Union

- A. Grievances filed by the Union will be submitted in writing to the appropriate management official within thirty (30) calendar days of the date of the occurrence of the event (or upon becoming aware of the occurrence) on which the grievance is based. It must state specifically and in detail the nature of the grievance, previous efforts to avoid or resolve the grievance informally, the results, if any, and the corrective action desired. The management official (or designee) will render a written decision within thirty (30) calendar days of receipt of the grievance.
- B. If the decision resolved the grievance, the resolution will be reduced to writing by the Agency and signed by both Parties. If the grievance is not resolved, the Union may, within fifteen (15) calendar days of receipt of the written decision, invoke arbitration in accordance with provisions of Article 18.

Article 18 Arbitration

18.1 Procedures and Conditions for Arbitration

- A. Only the Union or the Agency may invoke arbitration. To do so, either Party will serve written notice of such intent on the other within fifteen (15) calendar days of receipt of the final decision rendered under the provisions of Article 17 of this Agreement.
- B. The Party invoking arbitration will, within five (5) calendar days of the request for arbitration, request the Federal Mediation and Conciliation Service (FMCS) to furnish the Parties a list of five (5) impartial persons qualified to act as arbitrators. The Party requesting arbitration will contact the charged Party within ten (10) calendar days after the receipt of the list for the purpose of selecting an arbitrator.
- C. If the Parties cannot mutually agree upon one of the listed arbitrators, they will each strike one arbitrator's name from the list of five (5) and then repeat the procedure until one person remains who will be the duly selected arbitrator. The following procedure will be used: If the date of the transmittal letter from FMCS is an odd number, the Union will make first strike. If the date of the transmittal letter is an even number, the Agency will make the first strike. The remaining person will be the duly selected arbitrator.
- D. If either Party refuses to participate in the selection of an arbitrator, the other Party may then select any person from the FMCS roster to be the duly selected arbitrator.
- E. The Parties will strive for a joint submission of the issue(s) for arbitration. If this fails, each Party will provide a separate submission and the arbitrator will determine the issue(s) to be heard.
- F. Financial costs of arbitration will be paid in the following alternating fashion:
 - 1. The arbitrator's fee and the expenses, if any, associated with the first arbitration following implementation of this agreement, will be borne by the losing party. The arbitrator will decide which party constitutes the losing party.
 - 2. The arbitrator's fee and the expenses, if any, associated with the next arbitration will be borne equally by the Agency and the Union.
 - 3. For all subsequent arbitrations the same alternating process will be used as identified in F(1) and F(2).

18.2 Arbitration Hearing

- A. The arbitrator hearing will be held on Agency premises or premises furnished by the Agency during the work hours of the basic workweek.
- B. The arbitration will be conducted as an oral proceeding, and formal rules of evidence will apply. Either Party may file a brief and/or may request a verbatim transcript at a shared cost between the parties.
- C. The hearing will be presented in its entirety without regard to length of hearing or any other commitment of the Parties or the arbitrator.
- D. Absent a negative arbitrator's decision upon the arbitrability of a grievance, the arbitrator will hear arguments regarding both the arbitrability and merits of the case at the same hearing; however, the Parties may mutually agree otherwise in complex cases which could involve several days of hearings.

- E. A list of witnesses, if applicable, will be submitted by each Party three days prior to the scheduled hearing. The Agency will notify the supervisors of bargaining unit employees who are witnesses, of the designated hearing time.
- F. In considering the case, the arbitrator will have authority to define the explicit terms of this Agreement; however, the arbitrator will have no authority to add or modify any terms of this Agreement.
- G. The arbitrator will be requested at the hearing to render a decision as quickly as possible, but in any event not later than thirty (30) calendar days after the conclusion of the hearing, unless the Parties mutually agree to extend the time limit.

18.3 Arbitrator's Award

The arbitrator's award will be binding on the Parties. If no exception to the award is made, action to effect the arbitrator's decision will be taken within thirty (30) calendar days from the date of receipt. The arbitrator will retain jurisdiction over the case until the award is put in effect. Any dispute over the application of the award will be returned to the same arbitrator for settlement.

18.4 Expedited Binding Arbitration

- A. When arbitration is invoked in accordance with section 18.1(A) of this Article, a request may be made in writing by the Party invoking arbitration that an expedited method of arbitration be substituted for the normal procedure.
- B. All issues may be subject to expedited arbitration only by mutual consent of the Parties.
- C. The arbitrator will be informed of the name(s) and title(s) of the representatives of the Parties, identification of the action(s) being appealed, requested date for hearing, and the place and time of hearing. The hearing will take place as soon as possible.
- D. The arbitration hearing in this expedited method will be conducted as follows:
 - 1. The hearing will be informal;
 - 2. No briefs will be filed or transcripts made; and
 - 3. Formal rules of evidence will not apply.
- E. Representatives of the Union and the Agency will present their respective cases.
- F. The arbitrator bears the responsibility for a fair hearing, at which all necessary facts and considerations are presented.
- G. Decisions rendered under this expedited arbitration procedure will be binding but not be precedent-setting, insofar as such decisions will not be cited in the presentation of future grievances or arbitration cases.

Article 19 Disciplinary and Adverse Action

19.1 Policy

- A. The supervisor shall determine when the need arises for disciplinary or adverse actions. Disciplinary and adverse actions must be based on just cause such as will promote the efficiency of the service and be consistent with applicable laws and regulations.
- B. In the event an employee is issued a notice of proposed disciplinary or adverse action, the employee must be afforded and made aware of all his/her rights and privileges including Union representation as defined in Article 6.1 of this contract. In all cases, the employee and his/her designated representative will be given the opportunity to review any and all evidence presented and to reply to the charges orally, in writing, or both, using the assistance of the Union as desired. Evidence against an employee will be made available to the employee and representative, and both will be given a reasonable amount of official time to review such evidence and prepare a reply in accordance with Article 7.

19.2 Disciplinary Actions

- A. Reprimands. Prior notice is not required before the issuance of a reprimand. A reprimand shall state the specific reasons for the action and inform the employee of his/her appeal/grievance rights as required by law. A reprimand will remain in an employee's Official Personnel Folder (OPF) for up to two (2) years, but may be removed by the Agency, at its sole discretion, anytime within the two-year period.
- B. Suspensions of fourteen (14) calendar days or less. An employee against whom a suspension of 14 calendar days or less is proposed is entitled to:
 - 1. Fifteen (15) calendar days advance written notice of the proposed action that specifies the reasons for the proposed action and informs the employee of his/her rights to: 1) review the material that was relied upon to support the reason for the action, and 2) be represented by the Union, an attorney, or other representative of their choice (the Agency may disallow as an employee's representative an employee of the agency whose release from his or her official position would give rise to unreasonable costs or whose priority work assignments preclude his or her release).
 - 2. Seven (7) calendar days to respond orally, in writing, or both, and to furnish affidavits and other documentary evidence in support of their response. The Agency will designate an official to hear the employee's oral response who has the authority to make a final decision on the proposed adverse action. The right to answer orally does not include the right to a formal hearing with examination of witnesses.
 - 3. A written decision at the earliest practicable date, containing the effective date, the specific reasons for the decision, and notifying the employee of his/her appeal/grievance rights.

19.3 Adverse Actions

- A. For the purpose of this agreement, adverse actions are defined as suspensions of more than fourteen (14) days, reductions-in-grade or pay, removals, and furloughs for thirty (30) days or less.
- B. An employee against whom an adverse action is proposed (other than for unacceptable

performance or reduction-in-force) is entitled to:

1. Thirty (30) calendar days advance written notice of the proposed action, which specifies the nature of the proposed action and informs the employee of his/her rights to: 1) review the material that was relied upon in proposing the action, and 2) be represented by the Union, an attorney, or other representative of their choice (the Agency may disallow as an employee's representative an employee of the agency whose release from his or her official position would give rise to unreasonable costs or whose priority work assignments preclude his or her release). If there is reasonable cause to believe that the employee has committed a crime for which a sentence of imprisonment may be imposed (i.e., crime provision), the proposed action may be effected in less than thirty (30) calendar days from the receipt of the advance written notice.
2. Except for when the crime provision is applicable (refer to 5 CFR § 752.404d), fifteen (15) calendar days to respond orally, in writing, or both, and to furnish affidavits and other documentary evidence in support of their response. The Agency will designate an official to hear the employee's oral answer who has authority to make a final decision on the proposed adverse action. The right to answer orally does not include the right to a formal hearing with examination of witnesses.
3. A written decision at the earliest practicable date, containing the effective date, specific reasons, for the decision, and informing the employee of his/her right to appeal the decision under the grievance procedures or through statutory procedures, but not both.

19.4 Extension of Time

Upon written request, an extension of time may be granted for extenuating circumstances at the discretion of the Deciding Official.

Article 20 Position Descriptions

20.1 Procedure

The Agency will provide each employee with a complete and accurate position description covering regular and recurring duties and responsibilities. Employees will be provided a copy of their position upon entering on duty, and whenever the description is changed. The position description will be reviewed annually, or as needed.

20.2 Desk Audits/Classification Appeals

Employees will be encouraged to discuss any changes or inaccuracies with the supervisor. Desk audits are to be requested in writing through the supervisor to the Personnel Office. The Personnel Office will conduct a desk audit of the employee's duties and responsibilities as resources permit. Upon completion of the audit, the Personnel Office will discuss the findings with the employee and the supervisor. The employee, if he/she chooses, may be assisted or represented by the Union. Disputes regarding the appropriate schedule, title, series, or grade will be appealed through the USDA and/or OPM classification appeal procedures.

Article 21 Contracting Out

21.1 Policy

The Agency agrees to comply with all applicable laws and this Agreement when making decisions to contract out the work of Federal employees.

21.2 Notification

The Agency will notify the Union in writing at least 45 days in advance, or as soon as possible, of any contracting out proposals which may affect bargaining unit employees. The Agency will meet and consult openly and fully to the extent possible on appropriate aspects of contracting out.

21.3 Management Study

The Union will be allowed to assist employees with preparation of the description of work to be performed and to solicit for consideration any recommendations on proposed performance standards and quality assurance methods, and the opportunity to negotiate as appropriate.

21.4 Contracting-Out Decisions

Once the Agency makes a decision to contract out, the Agency will meet with the Union to negotiate any impacts on bargaining unit employees.

21.5 Surplus Employees

The provisions of Article 16 will apply to employees adversely affected.

Article 22 Training

- A. An employee may request work-related training. All requests are subject to supervisory approval.
- B. Approved employee training costs will be borne by the Agency.
- C. When the Agency requires employees to attend job-related training courses or sessions, the employee will be given reasonable notice, normally no less than two (2) weeks.

Article 23 Equal Employment Opportunity (EEO)

23.1 Policy

The Agency will adhere to EEOC laws and regulations. The Agency will be responsible for taking necessary action with the objective of ensuring a workplace free of discrimination and will take appropriate remedial action when discrimination occurs.

23.2 Affirmative Action

In administration of the Affirmative Action Plan, and the Federal Equal Opportunity Recruitment Program (FEORP), the Agency agrees to place special emphasis on recruitment and advancement of females and minorities.

23.3 Union Representation

Upon designation by a complainant, Union representatives representing employees will have access, subject to applicable procedures, to the EEO Counselor and investigative reports and the personnel records of the complainant. The Agency will furnish the Union statistical reports concerning discrimination complaints.

23.4 Provisions

- A. Any employee who wishes to file or has filed a complaint will be free from coercion, interference, or reprisal. When feasible, employees may request EEO counselors of their own choosing.
- B. The Agency will make available to employees written information describing the EEO complaint procedure. The names and telephone numbers of EEO counselors will be posted and kept current.
- C. An employee has the option of filing a formal complaint under the negotiated grievance procedure or the Agency EEO complaint procedure, but not both.

Article 24 Employee Assistance Program (EAP)

24.1 Purpose

The Parties recognized that alcoholism, drug abuse, emotional-behavioral problems, etc. can impair work performance and conduct. These issues could affect all parties concerned and should be addressed in a humanitarian fashion without condoning the acts.

24.2 Policy

It will be the policy of the Parties to offer assistance and encouragement to employees who may have problems and to assure that all information relating to the employee is held in strictest confidence. Employees who may utilize the program will be assured that their job security or chances of promotion will not be jeopardized by their request for assistance.

24.3 Procedures

- A. Specific procedures on how to utilize the EAP can be found on the RMA Intranet site under Employee Resources (Employee Assistance).
- B. Employees may be granted appropriate leave, consistent with laws, rules, and regulations, to participate in the EAP.
- C. All records on EAP utilization are to be treated confidentially. Information on a particular employee's usage of the EAP will not be divulged without the written consent of the employee concerned.

Article 25 Incentive Awards

25.1 Purpose

The Union and the Agency acknowledge the importance of timely recognition of employees for high quality contributions to the Department and its mission. Recognition and encouragement by the Agency is an important incentive that increases employee job satisfaction and contributes to the overall quality of work performance. Awards will be granted in a consistent and objective manner without discrimination, and in accordance with applicable laws, rules, and regulations.

25.2 Applicability

- A. The granting of awards is discretionary, not an employee entitlement.
- B. Incentives and recognition may cover individual employees or groups, provided everyone in the group contributed to the accomplishment.
- C. Awards may be granted for:
 - 1. Exceptional performance;
 - 2. An exemplary accomplishment;
 - 3. Work that advances the quality, efficiency, economy, or other improvement of Government operations;
 - 4. Excellence in customer service;
 - 5. A suggestion or invention that advances RMA's mission and services;
 - 6. Achieving a significant reduction in paperwork; and
 - 7. A special act or service in the public interest in connection with, or related to, the employee's official employment. One key to determining if an achievement or contribution may be recognized with an award is whether it is directly connected to noteworthy performance or to an accomplishment specific to RMA's mission and goals.
- D. Awards may not be granted for such things as:
 - 1. An employee leaving the Mission Area, agency, or staff office when it would appear to be a departure or retirement "bonus;"
 - 2. Attending special programs or observances;
 - 3. Participating in fitness programs;
 - 4. Canceling leave;
 - 5. The non-use of sick leave;
 - 6. Responding to the Federal Employee Viewpoint Survey;
 - 7. Participating in special activities such as gleaning;
 - 8. Planning social activities, either during or outside of official time, e.g., picnics and holiday parties; or
 - 9. Personally contributing to specific initiatives, e.g., the Combined Federal Campaign (financially) and Feds Feed Families (food). Mission Areas, agencies, and staff offices may recognize the efforts of employees who serve in collateral roles to lead such

initiatives with informal non-monetary awards, but monetary or time off awards (TOA) are not permitted for those efforts.

25.3 Recognition of Employee Representative

At the end of each fiscal year the Agency will provide the Union with a list (including the date, award type, and award amount, by Division) of all awards given to bargaining unit employees.

Article 26 Remote Work

26.1 Policy

All BUEs are eligible to participate in a remote work arrangement. This is done to eliminate costs associated with maintaining office space, to allow for enhanced recruiting, retention, and a more diverse workforce, and to ensure continuity of operations in situations in which working from a central office location is unsafe or unavailable.

26.2 Definition

Remote Work: Remote work is an arrangement under which USDA employees are scheduled to perform their position's job duties at an approved worksite, typically the employee's residence. The worksite may be within or outside of the local commuting area of the Mission Area, agency, or staff office's location. Remote work employees work at the designated approved worksite on a regular and continuing basis.

26.3 Geographic Restrictions

- A. There is an inside the Continental United States restriction. Any employee that requests a remote work duty station in Alaska, Hawaii, or Puerto Rico will be considered on a case-by-case basis and the request must be approved by the Associate Administrator or designee.
- B. RMA personnel assigned to a Regional Office or Regional Compliance Office are limited to having a remote duty station that is within the respective Regional Office's or Regional Compliance Office's geographic States or Territory Served service area as follows:
 - 1. Regional Office, Jackson, Mississippi: States Served: Arkansas, Kentucky, Louisiana, Mississippi, and Tennessee.
 - 2. Regional Office, Raleigh, North Carolina: States Served: Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Vermont, Virginia, and West Virginia.
 - 3. Central Regional Compliance Office, Kansas City, Missouri: States Served: Colorado, Kansas, Missouri, and Nebraska.
 - 4. Eastern Regional Compliance Office, Raleigh, North Carolina: States/Territory Served: Alabama, Connecticut, Delaware, Florida, Georgia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Vermont, Virginia, and West Virginia.

26.4 Rules that Apply to Remote Work

- A. Employees may request to change an existing remote work arrangement. Absent urgent circumstances, (e.g., a major quality of life issue such as illness of a family member, spouse needing to move to obtain or maintain a job, etc.), the employee's ability to request a change to their duty station or remote work arrangement is limited to once every six (6) months. The employee's request to change remote work arrangement must be in writing. The request must include the proposed worksite and duty station, effective date, and when applicable, the associated circumstance. Supervisors must render a written decision on an employee's request for a voluntary change within two (2) pay periods.

- B. RMA will not maintain vacant or unused space in a USDA facility for the purpose of accommodating employee requests to change their remote work arrangement (i.e., to work in an office). Such requests may be denied due to space limitations. If an employee's voluntary change to their remote work arrangement is approved and the change includes switching to an office worksite, the employee will be allowed to work in an office worksite on a first come first serve basis when workspace is available.
- C. If a remote employee is required by the supervisor to report to an office location, the agency will pay travel costs consistent with applicable travel regulations and policies.
- D. Employees will be provided with routine supplies and materials and necessary computer equipment to complete their work assignments. Unless specifically authorized and approved by the Agency, employees will not be provided office equipment (e.g., printers, scanners, etc.).
- E. Remote work employees will be responsible for providing appropriate workspace and furnishing at their worksite unless the employee has requested and received approval for specialized equipment or furnishing through the reasonable accommodation process.
- F. RMA is not responsible for reimbursing employees for any costs associated with the employee using their home residence as their worksite (e.g., home internet service, office equipment, maintenance, insurance, utilities, permits, etc.); these employees will pay any additional expenses associated with using their home residence as their worksite.
- G. The Agency will not be held liable for damages to an employee's personal or real property while the employee is performing official duties at a remote worksite. For incidents connected with USDA employment duties, employees are covered as appropriate by either the Federal Tort Claims Act or the Federal Employees Compensation Act.
- H. With the Associate Administrator's or designee's concurrence, a limited amount of administrative leave may be granted to a remote work employee who is prevented from working at their worksite due to emergency circumstances that are beyond the employee's control (such as an internet or power outage at their worksite) and as a result the employee does not have any work that can be completed at, and/or they cannot safely travel to, a location other than their worksite that will allow them to continue working.
- I. A remote employee is not released from work due to office closures for inclement weather, to support activation of a COOP, other emergencies, or unique situations as determined by the Office of Personnel Management or USDA.
- J. Employees must have permission to perform work at a location other than their worksite. Barring any circumstances that would negatively impact the mission of the agency, an employee will generally be approved by their supervisor to infrequently or temporarily work at a location other than their worksite if it is inside the Continental United States and if it meets requirements of paragraph 26.5.

26.5 Worksite Requirements

- A. Except for occasional and brief instances, worksites must:

1. Have a designated work area away from noise and distractions, that is devoted to work needs;
 2. Have adequate workspace within the work area that readily accommodates workstation equipment and related work material; and
 3. Provide an adequate work environment with regard to connectivity and technology.
- B. The Supervisor may perform an onsite inspection or request a virtual tour of the worksite to ensure worksite requirements are met. Employees will be given a minimum of two scheduled-workdays notice prior to any onsite inspection or two hours notice for a virtual tour.

26.6 Responsibilities

Employees must:

- A. Take reasonable care of any government furnished equipment and/or government furnished item(s) that they use. Upon leaving RMA or upon termination of a remote work arrangement, employees must return any government furnished equipment and/or government furnished item(s) to the location specified by the Agency.
- B. Comply with all Agency security guidelines and measures including properly protecting and securing government furnished equipment.
- C. Be available by phone, email, instant message (currently Teams), and video chat/call (currently Teams) during their scheduled work hours so as to provide the same level of support, availability, and accessibility to customers, coworkers, and supervisors as if working in an office. If the employee will not be able to respond promptly to all forms of communication, the employee will inform his/her supervisor of how he/she may be reached when needed immediately.
- D. Ensure work phones are forwarded if Cisco Jabber or similar software is not used to process phone calls for work phone numbers, and that forwarded phone calls do not receive personal telephone greetings.
- E. Report work hours correctly in the approved time and attendance system (currently WebTA).
- F. Not have a dependent needing attention and care in the home during work hours unless an in-home care provider is present. Dependents able to care for themselves may be in the home during work hours. While an occasional, brief interruption may occur when a dependent is present in the home, employees must be careful to keep interruptions to a minimum to avoid disruptions in work accomplishment.
- G. Ensure the address of their worksite is accurately reported to their supervisor and correctly listed on their remote work agreement. Except for when approved to temporarily work at a location other than their worksite, working at a location other than their worksite may result in disciplinary and adverse actions.
- H. Obtain desired insurance coverage, business use permits, variances, etc., from local municipalities, homeowner's associations, etc.

Article 27 Official Travel

- A. Whenever possible, the Agency shall schedule employee travel to occur during an employee's regularly scheduled work hours.
- B. Employees will not be required, but may be authorized, to use privately owned vehicle (POV) for travel on official business, as provided in paragraph C below.
- C. Transportation by POV may be authorized when determined to be the most advantageous method of transportation. In the event the use of a POV is approved in advance, reimbursable expenses will be paid, including mileage at the reimbursement rates established by the General Services Administration (GSA).
- D. When an employee is authorized to use a POV for official business and that vehicle sustains damage, the employee may file a Form AD-382, U.S. Department of Agriculture Employee Claim for Loss or Damage to Personal Property.
- E. In situations where a government vehicle is assigned to a work unit, if the vehicle is not available or suitable for the task to be accomplished, the employee may, with prior approval of the supervisor/approving official, be authorized to use their POV as advantageous to the government and be compensated at the reimbursement rates established by the General Services Administration (GSA).
- F. If an employee is directed to travel to a location other than their worksite, the travel hours will be compensated in accordance with applicable law/rule/regulation and applicable department/agency regulations.