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PREAMBLE:

Pursuant to the Policy set forth by the Civil Service Reform Act of 1978 regarding Federal Labor-Management Relations, the following articles of this basic agreement, constitute a total agreement by and between the United States Rural Development - U.S. Department of Agriculture - Portland, Oregon, hereinafter referred to as the EMPLOYER, and the National Federation of Federal Employees, Local 7, hereinafter referred to as the Union, for the employees in the unit described below, hereinafter referred to as the EMPLOYEES.

This agreement is entered into pursuant to the Certificate of Representation, dated August 12, 1973 and successorship agreement dated May 9, 1997.

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

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

The parties agree as follows:

ARTICLE 1: RECOGNITION AND UNIT DESIGNATION

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

Included: All full time, temporary and part time nonprofessional employees of Rural Development in the State of Oregon.

Excluded: Professional employees, management officials, supervisors and employees described in 5 USC 7112(b) (2), (3), (4), (6).

ARTICLE 2: DEFINITIONS

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

2-1. **AMENDMENTS:** Modifications of the Basic Agreement to add, delete, or change portions, sections, or articles of the agreement.

2-2. **AUTHORITY:** the Federal Labor Relations Authority as established by the Civil Service Reform Act of 1978.

2-3. **DAYS:** means calendar days unless otherwise stated.

2-4. **DISCUSS/DISCUSSION:** Discuss/discussion is verbal or written communication between the parties for the purpose of obtaining each other's views on matters of appropriate concern to employees. Discussion shall in no way nullify or abrogate the right of the parties to negotiate a new policy or a change to an existing policy.

2-5. **EMERGENCY SITUATION:** A situation which poses sudden, immediate, and unforeseen work requirements for the Employer as a result of natural phenomena or other circumstances beyond the Employer's reasonable control or ability to anticipate.

2-6. **EMPLOYEE:** A member of the unit described in Article 1.

2-7. **GRIEVANCE:** Grievance means any complaint-(a) by any employee concerning any matter relating to the employment of the employee; (b) by any labor organization concerning any matter relating to the employment of any employee; or (c) by any employee, labor organization, or agency concerning the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

2-8. **IMPASSE:** The inability of the representatives of Employer and Local 7 to arrive at a mutually agreeable decision, concerning negotiable matters, through the bargaining process.

2-9. **NEGOTIATION:** Bargaining by representatives of the Employer and the Union on appropriate issues relating to conditions of employment, working conditions, and personnel policies and practices, with the view toward arriving at a formal agreement.

2-10. NEGOTIABILITY DISPUTE: A disagreement between the parties as to the negotiability of an item.

2-11. PARTNERSHIP: A formal relationship between the Parties formed for the purposes of identifying problems and crafting solutions to better serve all customers.

2-12. SUPPLEMENTS: Additional articles negotiated during the term of the basic agreement, to cover matters not covered by the basic agreement.

2-13. UNION-MANAGEMENT MEETINGS: Meetings which are held for communication and exchange of views.

2-14. UNION OFFICIAL AND/OR UNION REPRESENTATIVE: Any accredited National Representative of the Union, the duly elected or appointed officials of the NFFE Local 7, including stewards.

ARTICLE 3: MANAGEMENT RIGHTS

3-1. GOVERNMENT REGULATIONS: In the administration of all matters covered by this agreement, the parties and the employees are governed by existing or future laws.

3-2. RIGHTS RETAINED: Subject to subsection (c) below, the Employer retains the right:

a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

b. In accordance with applicable laws-

1. to hire, assign, direct, layoff, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against employees;

2. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Employer's operations shall be conducted;

3. with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source; and,

4. to take whatever actions may be necessary to carry out the agency mission in situations of emergency.

c. Nothing in this section shall preclude any agency and any labor organization from negotiating;

1. 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;

2. procedures which management officials of the agency will observe in exercising any authority under this section; or

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

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

ARTICLE 4: EMPLOYEE RIGHTS

4-1. **UNION MEMBERSHIP:** Employees in the unit shall be protected in the exercise of their right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization, or to refrain from such activity. This agreement does not prevent any employee, regardless of union membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, or agency policies, or from choosing his or her own representative in a statutory appeal action.

Nothing in this agreement shall abrogate any employee right or require an employee to become or to remain a member of a labor organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. The Employee shall not be disciplined or otherwise discriminated against because he or she has filed a complaint or given testimony under the Civil Service Reform Act, the grievance procedure, or any other available procedure for redressing wrongs to an employee.

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

The Employer shall take such action consistent with law or regulation, as may be required, in order to inform employees of their rights and obligations, as prescribed in the Civil Service Reform Act of 1978, and this article.

4-3. **NON DISCRIMINATION:** No employee shall be discriminated against by either the Employer or the Union because of race, color, creed, religion, sex, national origin, age, marital status, physical disability or lawful political affiliation.

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

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

ARTICLE 5: UNION RIGHTS AND REPRESENTATION

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

a. If the matter is negotiable, the parties shall negotiate on the matter.

b. If the Employer asserts that a matter is nonnegotiable, the Union will deliver a "Request for Negotiability Determination" to the Employer or will waive their rights to bargain within a reasonable time. Failure by the union to act shall be construed as a waiver of their rights to bargain.

c. If the matter is before the Federal Labor Relations Authority on a Negotiability Appeal, or before the Federal Services Impasses Panel, the Agency shall delay implementation until the matter is resolved by the Authority or the Panel. While awaiting decision on the matters in dispute, the parties shall negotiate on the impact and implementation of the matter.

5-2. REPRESENTATION: An exclusive representative of an appropriate unit in the agency shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or any examination of an employee in the unit by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee; and the employee requests representation.

5-3. SURVEYS: The union is the exclusive representative for all employees in the bargaining unit in Oregon and is entitled to be the sole spokesperson for this group of employees. Management will not survey or solicit the opinions of the bargaining unit, or any part of it, on matters concerning conditions of employment. If the Agency decides to survey employees, an advance copy will be provided to the Chief Steward seven calendar days prior to distribution.

5-4. WORKING GROUPS: The Agency shall also refrain from unilaterally forming "working groups" composed of both one or more members of management and one or more members of the bargaining unit for the purpose of discussing changes in working conditions. If the Agency wishes to form such a group, they shall

propose the idea to the union. The Union will decide if there shall be bargaining unit representation in the group and who shall be bargaining unit members in the group. The decisions of such a group shall be the subject of impact bargaining if they relate to working conditions and management chooses to implement them. Nothing shall preclude management from creating working groups which include bargaining unit employees and which discuss matters other than working conditions.

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

5-6. NATIONAL REPRESENTATIVES: The Employer will recognize representatives of the NFFE National Office. The Union shall provide notice to the Employer of visits to be made by representatives of the National Office. The State Director or his designee may meet with the official if they so desire. No internal Union business will be conducted on official time.

5-7. UNION-MANAGEMENT MEETINGS: The parties agree to meet upon mutual consent for the purpose of discussing mutual problems. Normally, there will be two such meetings each year. The purpose of the meetings shall be to communicate and exchange points of view on any subject affecting Rural Development (Oregon) employees. By mutual consent, special meetings may be called to discuss matters of mutual concern.

a. In the interest of efficient and effective meetings, the parties agree to appoint, for two year terms, three members each to represent them at the meetings. By mutual agreement, the number of representatives may be reduced to two.

b. The meetings will be conducted on official time, with travel and per them authorized.

5-8. DUES: Union dues may be revoked by an employee only once a year (unless the employee leaves the agency). This is in accordance with Sections 9, 10 and 11 of Appendix A of this agreement.

ARTICLE 6: STEWARDS

6-1. RECOGNITION: The Employer will recognize one Steward in each area and one Steward in the State Office. In addition, the Employer will recognize one Chief Steward. The Union will notify the Employer in writing of the persons designated to be Stewards and Chief Steward. The Union will keep the Employer currently informed, in writing, of any changes in these designations. Stewards must be Rural Development (Oregon) employees.

6-2. RESPONSIBILITY OF STEWARDS: Each Steward is responsible for representing the employees in his or her designated area.

6-3. RESPONSIBILITY OF CHIEF STEWARD: The Chief Steward may substitute for a Steward in the absence of the Steward. Also, the Chief Steward or his/her designee may substitute for the Steward in assisting an employee in an informal grievance in accordance with Article 8. The Chief Steward will represent employees at the formal step of the grievance procedure; however, the Chief Steward may, at the election of the Union, be assisted in processing formal grievances by another Union official or Union representative.

6-4. REPRESENTATION PROCEDURES: The Stewards and the Chief Steward may receive and investigate, but not solicit, employee's complaints and grievances during duty hours. Reasonable official time will be afforded by the Employer for this purpose, but the Union is expected to be judicious in the time spent on such matters. Whenever possible, the Stewards and the Chief Steward will conduct their business by telephone.

ARTICLE 7: NEGOTIATIONS

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

a. Each team will consist of an equal number of members.

b. A chairperson and alternate chairperson will be designated in writing for each negotiating committee. The chairperson of each will speak for the respective committee. The chairperson of each will speak for the respective committee. Other members may speak with the approval of the chairperson.

c. Names of the members on each negotiating committee will be exchanged formally by the parties in writing no later than seven (7) calendar days prior to the beginning of negotiations. Any changes regarding committee membership will be submitted to the other party no later than one (1) day prior to the next negotiating session.

d. Employees negotiating during regular duty hours on behalf of the Union shall be on official duty time.

e. When the parties to the agreement cannot agree on a negotiable matter and an impasse has been reached, the item shall be set aside. After all negotiable items on which agreement can be reached have been disposed of, the parties shall again attempt to resolve any impasses. Either or both parties may seek the services of the Federal Mediation and Conciliation Service. When the services of mediation do not resolve the impasse, either party may seek the services of the Federal Service Impasses Panel.

f. When the Employer believes that a matter is non-negotiable, it will immediately advise the Union. The Union has the right to appeal to the FLRA in accordance with the regulations of the Authority and Section 7117 (a) and (b) of Title V11.

7-2. SCOPE OF NEGOTIATION: Subjects appropriate for negotiation between the parties are personnel policies and practices and other matters relating to or effecting working conditions of employees within the unit. Additionally, to the extent required by law, case law and government-wide regulation, the employer also agrees to bargain over the numbers, types and grades of employees and

technology, methods and means of performing work. The employer agrees to negotiate with the Union on any new personnel policies, practices, or matters effecting working conditions prior to implementation if they are negotiable. If the policy itself is not negotiable, its impact upon the employees and procedures for implementing the change will be negotiated.

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

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

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

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

ARTICLE 8: GRIEVANCE PROCEDURE

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

8-2. SCOPE: Grievance means any complaint:

a. by any bargaining unit employee concerning any matter relating to the employment of the employee;

b. by NFFE 7 concerning any matter relating to the employment of any employee; or

c. By any employee, NFFE 7, or Rural Development concerning:

(1) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or any claimed violation, misinterpretation, or

(2) misapplication of any law, rule, -or regulation affecting conditions of employment.

8-3. EXCLUSIONS:

a. A violation relating to political activities.

b. Retirement, life insurance, or health insurance.

c. A suspension or removal for national security.

d. Any examination, certification, or appointment.

e. Classification of a position which does not result in the reduction in grade or pay of the employee.

f. The termination of probationary employees.

g. Personnel actions taken as a result of a reduction-in-force.

h. The content of published Agency regulations and policy.

I. Non-selection for promotion from a list of best qualified candidates.

j. A progress review, a counseling session or performance improvement plan (PIP).

k. An action which terminates a temporary or term promotion which returns the employee to the position from which the employee was temporarily promoted or to a different position (not lower in grade) where the employee is informed in advance that the promotion is only temporary.

l. The substance of the critical elements and performance standards of an employee's position.

m. Action taken according to the terms of a formal agreement voluntarily entered by an employee which assigns the employee from one location to another.

n. A Salary offset determination or garnishment which is reviewable under separate procedures or law.

o. Complaints concerning Veterans Preference.

p. Complaints regarding non-bargaining unit positions.

q. Warning, cautions and admonishments.

r. Proposed actions.

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

For those matters which are grievable, this procedure shall be the exclusive procedure for the parties and the employees.

Nothing in the section shall prevent employees from appealing adverse actions to the Merit Systems Protection Board provided that the employee has not initiated a grievance in writing on the matter.

8-4. UNION REPRESENTATION: An employee or group of employees in the unit may personally present a grievance under the informal and formal procedures or have them adjusted without representation of the Union as long as the adjustment is not inconsistent with the terms of this Agreement and the Union has been given an opportunity to be present at all formal grievance discussions and the adjustment.

When the grievant(s) chooses the Union to assist in processing a grievance, the representative appointed by the Union may:

a. Assist the grievant(s) in a representative or advisory role under the negotiated informal grievance procedure. In this respect, the Union representative may be present with the grievant(s) in discussion with appropriate officials or may confer separately with the grievant(s) in an advisory role.

b. Advise and represent the grievant(s) under the negotiated formal grievance procedure.

c. An employee or group of employees in the unit may personally present a grievance under the grievance procedures or have them adjusted without representation of the Union as long as the adjustment is not inconsistent with the terms of this Agreement, and the Union has been given an opportunity to be present at all grievance discussions.

8-5. PRESENTATION: In the interests of expediency and workplace harmony, it is expected that there will be open lines of communication between an employee and his/her supervisor, and that disagreements should be discussed between an employee and supervisor prior to utilizing the grievance process, in order to resolve problems without the need for a formal complaint.

Step 1: The employee and the immediate supervisor shall meet within thirty (30) calendar days of the incident that gave rise to the grievance or within thirty (30) calendar days from the time that the grievant learned, or should have learned of the matter out of which the grievance arose to discuss the problem with the hope of resolution without further action. A written decision will be provided within fifteen (15) calendar days of the date of the meeting.

Step 2: If the grievance has not been resolved to the satisfaction of the grievant(s), or if the immediate supervisor does not have the authority to resolve the grievance, the grievant will present the matter in writing within 15 calendar days of the immediate supervisor's decision, to the next higher level of supervision. The next level of supervision will attempt to resolve the grievance within 15 calendar days of the receipt of the matter. Decisions will be submitted in writing to the grievant.

Step 3: The grievant(s) must submit the grievance to the State Director within 15 calendar days of receipt of the response of the Step 2 decision. The State director will attempt to resolve the grievance within 15 calendar days of the receipt of the matter. Decisions will be submitted in writing to the grievant.

8-6. TIME FRAMES: If the Employer fails to respond to a grievance within the specified time frame, the grievance moves to the next step. If the grievant(s) fails

to present the grievance to the next higher level within the specified time frame, the grievance is terminated.

8-7. PROCEDURAL EXCEPTIONS: The grievant will normally file the first step grievance with his/her first level supervisor. However, if the deciding official for the grieved action is at a higher level than the first level supervisor, the grievant may start the grievance within thirty (30) calendar days at the step of the deciding official. If an employee incorrectly files a grievance at the incorrect level of supervision, the agency will promptly forward the grievance to the correct level and inform the grievant.

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

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

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

ARTICLE 9: ARBITRATION

9-1. **CONDITIONS FOR INVOKING ARBITRATION:** The Union or the Employer may invoke arbitration within 15 calendar days after either party has determined that a satisfactory settlement cannot be reached in resolving disagreements under Article 8.

9-2. **SELECTING AN ARBITRATOR:** The party invoking arbitration will request the Federal Mediation and Conciliation Service (FMCS) to furnish the parties a list of five (5) impartial persons qualified to act as arbitrators who live in Washington, Oregon, or Idaho. An informational copy of the request will be sent to the other party. The Director and the Union shall agree, within fifteen (15) working days after receipt of the list, upon one of the listed arbitrators. If they cannot agree, they will each strike one name from the list and shall repeat the procedure. The party striking first will be decided by a flip of the coin. The remaining individual shall be the duly selected arbitrator. The arbitrator's decision shall be binding on the parties, unless either party files exceptions to an award with the Federal Labor Relations Authority under regulation prescribed by the Authority. The arbitrator's fee and expenses, if any, shall be borne by the losing party. If either party desires its own copy of a transcript of an arbitration hearing the party is solely responsible for paying for its own copy of the transcript.

9-3. **PROCEDURE:** The parties must mutually agree to any procedure other than a full arbitration hearing.

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

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

ARTICLE 10: POSITION DESCRIPTIONS

10-1. INTENT: Each employee is entitled to a complete and accurate position description, which shall be reviewed annually.

10-2. POSITION DESCRIPTION CHANGES: Whenever action is proposed to modify the position description of any position in the unit to any extent, the proposed position description shall be submitted to the Union. This is an exchange of information for the purpose of keeping the Union informed.

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

10-4. DOWNGRADES: General Schedule employees in the unit whose positions have been downgraded as a result of reduction-in-force, may appeal to the Merit Systems Protection Board. Saved grade and saved pay rights shall be afforded to those whose positions are downgraded.

ARTICLE 11: INCENTIVE AWARDS

11-1. PURPOSE AND POLICY

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

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

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

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

- Quality Step Increases
- Performance Awards
- Special Acts, including Group Awards
- Spot Cash Awards

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

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

11-2. REVIEW COMMITTEE

A. The parties have an Incentive Awards Review Committee consisting of four members. The Union will select one representative.

B. This Committee is established to perform annual post-reviews and analyses of the Incentive Awards issued by the Agency.

C. The Committee will develop and publish procedures for the conduct of its business. At its discretion, the Committee may call upon subject matter experts to assist in conducting its reviews. The Committee will perform the following activities:

1. Review written justifications for awards;
2. Develop trend analyses, by organization, which will identify at a minimum:
 - any perceived disparate treatment in issuing/receiving of awards;
 - awards that might be based on factors other than merit;
 - fair and equitable distribution by grade, race, gender, and organizational component;
 - timeliness; and
3. Submit written analyses, findings, and recommendations to the State Director or his/her designee.

C. The Committee has no veto power but serves only in an advisory capacity. As an advisory Committee, it is responsible for promoting fairness and equity in the distribution of awards of all types. The Committee will recommend that awards be used to improve the quality of worklife and provide incentive to employees to improve their performance and increase efficiency of Rural Development operations.

11-3. GROUP AWARDS

Agency initiatives accomplished by teams of employees, rather than individuals working alone, should be recognized with group awards. Group awards are encouraged and should be a principle component of the overall incentive awards program. Each individual should be recognized equally in the award process because the synergy that develops through the group process precludes identifying the unique contributions of individual members.

11-4. QUALITY GROUP AWARDS

The parties shall prepare specific rules and procedures for the program which will be distributed to the employees. This peer recognition awards program will commence as a one-year program beginning in Fiscal Year 1997 and may be extended thereafter by mutual agreement of the parties. The Agency shall provide each bargaining unit member with a voucher in the amount of \$25. Bargaining

unit members shall give their voucher to any employee (bargaining unit or otherwise) whom they believe has helped them the most during the prior year or has provided a service to the government that has not been properly acknowledged. No employee may give him/herself a voucher. Employees may receive more than one award. An employee presenting an award shall write a brief explanation of why and to whom their award was given and shall submit this explanation to Human Resources. No award shall be questioned or revoked after it is given, except in the event of fraud, coercion, other violations of the rules and procedures of this award program, or if the award is given in violation of law or regulation.

ARTICLE 12. MERIT PROMOTION PLAN

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

12-2. VACANCY ANNOUNCEMENTS: All vacancies in the unit which are to be filled competitively under the Merit Promotion Plan will be announced. Vacancy announcements will be displayed publicly in each office for 14 calendar days readily accessible to all employees. First level supervisors will attempt to notify qualified employees of the announcement if the employees will be absent from duty for approved reasons during the entire period the vacancy announcement is posted.

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

12-4. INFORMING UNION: A copy of each vacancy announcement will be forwarded to the Chief Steward of the Union concurrently with distribution of the announcement for posting.

12-5. AREAS OF CONSIDERATION: For any action under the Merit Promotion Plan involving a position within the bargaining unit, the minimum area of consideration will be defined as state-wide. The Employer agrees to search for candidates first in the minimum area of consideration. In accordance with Department of Agriculture regulations, employees from outside the minimum area of consideration who submit applications will be considered just as if they were in the minimum area.

12-6. EXPANDING AREAS OF CONSIDERATION: The Employer may expand the area of consideration in a Merit Promotion Plan action involving a position within the bargaining unit after he has conducted a search in the minimum area of

a. Less than three highly qualified candidates are certified to the Employer by the evaluation committee; or

b. the Employer documents valid job-related reasons for not making a selection from the certificate.

12-7. REANNOUNCEMENTS: The Employer has sole discretion in reannouncing any vacancy for which a selection has not been made.

12-8. RIGHT OF REVIEW: When an employee has grieved, the Union has a right to review records of any competitive merit promotion action. The Union has a right to request all information relevant to its representational duties.

ARTICLE 13: EQUAL EMPLOYMENT OPPORTUNITY AND CAREER ENHANCEMENT

13-1. GENERAL: The Employer and the Union agree that no employee will be a victim of discrimination because of race, color, religion, sex, national origin, disability or age.

13-2. UNION REPRESENTATION: An employee may request the presence of a Union representative when discussing a problem of alleged discrimination with an EEO Counselor or when processing an EEO Complaint.

13-3. CAREER ENHANCEMENT: The Employer will implement the Career Enhancement Program prescribed by Rural Development. As the Employer has need, the program will attempt to make maximum use of the skills and potential of employees currently in the Employer's workforce. The program will be limited to the occupational series designated by the Administrator of the Agency.

13-4. CAREER DEVELOPMENT COUNSELING: The Career Enhancement Program will provide for career development counseling by the Employer's Career Development Counselor, who is the Human Resource Manager. The Career Development Counselor will provide assistance to an employee in making decisions about his/her career upon request of the employee, after the employee has sought career development counseling from his/her immediate supervisor.

13-5. COMMITTEE: The Employer agrees there shall be one Union member on the Equal Employment Opportunity Advisory Committee (EEOAC).

ARTICLE 14: DISCIPLINARY AND ADVERSE ACTIONS

14-1. GENERAL:

All disciplinary and adverse actions will be consistent with Agency regulations and existing laws. Early communication between the employee involved and the supervisor to achieve resolution is encouraged. If either party believes that resolution would be aided if the Union were involved in these early discussions, they are encouraged to contact the union representative. Every effort will be made to assure that actions/agreements are fair and equitable to both parties involved, and consistent with the provisions of this agreement.

14-2. DEFINITIONS:

A. Disciplinary action - Refers to a letter of official reprimand or an suspension for 14 days or less as outlined in Subchapter 1, Chapter 75,5 U.S. C.

B. Adverse action - Refers to a removal, suspension for more than 14 days, reduction grade, reduction in pay or furlough of 30 days or less as outlined in Subchapter 11, Chapter 75, 5 U.S. C.

14-3. OTHER PROVISIONS:

A. When disciplinary action is appropriate, officials should initiate such action within 45 days after receiving the report or having been advised to take action by Human Resources. Human Resources is responsible for reviewing, analyzing, and notifying the appropriate Management official in a timely manner. Instances of misconduct will not be allowed to continue merely to increase the severity of the punishment.

B. An employee may appeal an adverse action under the Negotiated Grievance Procedure or the Merit systems Protection Board, but not both. Disciplinary actions are appealable only under the Negotiated Grievance Procedure of this agreement.

C. All written documentation that Management provides to the employee will be provided in duplicate and shall include a statement concerning their rights to appeal/grievance and representation.

D. Letters of reprimand will be maintained in the employee's OPF for two years from the date of issuance.

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

ARTICLE 15: ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

15-1. SCOPE DEFINITION

A. An action based on unacceptable performance is defined as the reduction in grade or removal of an employee whose performance fails to meet established performance standards in one or more critical elements of the employee's position.

B. This Article applies only to employees who have completed their probationary or trial period. It does not apply to employees serving on a temporary appointment.

15-2. PROCEDURAL REQUIREMENTS. The procedural requirements prescribed by USDA, Rural Development regulations and this Agreement applies in processing unacceptable performance actions. At a minimum, the employee will be given written notice of the proposed action stating the specific reasons of unacceptable performance, the penalty proposed, and the procedure for response. The notice will also state that the employee may review all the evidence relied upon by the supervisor in preparing the notice and that the employee is entitled to Union representation in preparing and presenting their oral and/or written response.

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

15-3. PERFORMANCE IMPROVEMENT PLAN

A. As early as possible, the employee's attention will be called to areas of performance needing improvement and steps will be initiated to assist the employee in meeting performance standards.

When informal efforts discussed above do not result in acceptable performance, a Performance Improvement Plan (PIP) will be developed with the participation of the employees.

B. The PIP will be developed in writing and the employee will be given two working days to comment on the PIP prior to its implementation. Final authority for the establishment and the content of the PIP rests with Management.

C. The PIP will include the following:

1. Identification of the critical element(s) and performance standard(s) for which performance is unacceptable,

2. Specific examples of how the employee's performance is failing to meet the standard,
3. Advice as to what the employee must do to bring performance up to an acceptable level,
4. A statement that the employee has a reasonable period of time, but never less than 90 days, in which to bring the performance up to an acceptable level, and
5. The supervisor's written assessment bi-weekly stating the employee's progress in meeting the required level of performance.

D. When employees request changes to lower grades due to their inability to perform the duties of their current positions, the supervisor will make a reasonable effort to place the employees in lower-graded positions which the supervisor believes the employees can successfully perform.

15.4 WRITTEN NOTICES

A. In all cases of proposed action based on unacceptable performance, the employee will be given written notice of the specific reasons of unacceptable performance on which the proposed action is based 30 days in advance of the action.

B. The advance written notices proposing either to remove, downgrade, or reassign an employee for unacceptable performance includes:

1. Specific instances of unacceptable performance by the employee on which the proposed action is based,
2. The critical element and performance standard,
3. The employee's right to be represented,
4. The employee's right to answer orally and/or in writing, and
5. The employee's right to review the material relied upon to support the specific reasons.

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

15.5 EMPLOYEE RESPONSE

A. The employee will be given the opportunity to respond orally and/or in writing prior to a decision. Any request for an oral reply must be submitted within five working days; a written reply must be submitted within 15 calendar days.

B. If the employee elects to make an oral reply, the supervisor will document the oral reply and provide a copy to the employee.

15.6 DECISION LETTER

A. The deciding official will set forth findings with a response to each reason listed in the letter proposing the action.

B. The decision letter will also:

1. Address factual disputes, if any, raised in the employee's reply by stating the reasons why each factual dispute was rejected or accepted;
2. State whether the employee has a right to appeal the final decision to the Merit Systems Protection Board or through the Negotiated Grievance Procedure; and
3. Indicate the effective date of the action.

15.7 TIME EXTENSIONS

Any of the time limits set forth in this Article may be extended or waived by mutual Agreement of the parties.

15.8 REMOVAL OF 'UNACCEPTABLE' PERFORMANCE INFORMATION IN PERSONNEL FILES

If, because of performance improvement by the employee during the notice period, the employee is not reduced in grade or removed and the employee's performance continues to be acceptable for one year from the date of the advance notice, any entry or other notation with regard to the "unacceptable" performance for which the action was proposed shall be removed from any Agency record relating to the employee.

ARTICLE 16: EMPLOYEE ASSISTANCE PROGRAM

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

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

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

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

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

ARTICLE 17: TRAINING

17-1. DETERMINATION: Although it is expected that personnel are basically qualified to perform their duties as a prerequisite to employment, the parties recognize the possible need for additional training, or retraining, to assure development and career planning for employees and to maintain the competence of the work force.

17-2. OUTSIDE TRAINING: Rural Development is committed to providing professional development and training opportunities to all employees through a positive, pro-active approach. The Agency also encourages the continuous upgrading and maintenance of skills. Without charge to leave, each employee will be entitled to up to 40 hours each fiscal year to attend job related training, paid for by the employee. Approval will not be denied for arbitrary or capricious reasons.

17-3. ON-THE-JOB TRAINING: If an employee is required to train a new employee, the supervisor will provide whenever necessary, additional help in the position to compensate for the time spent training the employee. If an employee's work falls behind due to training another employee, management shall provide help, if available, to bring the work up to date.

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

17-5. RECORDS: The Employer agrees to record training accomplishments in the employee's official personnel folder. This does not relieve the employee of the individual responsibility to keep his or her personnel folder current and complete to fully reflect total employment experience, training, and education.

17-6. USE OF EQUIPMENT: The Employer agrees to make available to all employees enrolled in approved training courses academic aids such as desk calculators, typewriters, etc., if available- on the premises, at mutually agreeable times during the employee's non-duty hours.

17.7 COMMITTEE: The employer agrees there shall be one union member on the training committee.

ARTICLE 18: LABOR-MANAGEMENT RELATIONS TRAINING

18-1. UNION-SPONSORED TRAINING SESSIONS: The Employer agrees to grant official time to employees who are Union officials for the purpose of attending Union-sponsored and other training sessions, provided the training is mutually beneficial, and is of concern to the employees in their capacities as Union representatives. Official time for this purpose will not exceed sixty (60) hours per Union official, 120 hours total, per fiscal year, unless mutually agreed. A written request for official time will be submitted at least one (1) week in advance by the Union President to the State Director. The request will contain information about the duration, purpose, and nature of the training. The Union is free to distribute the hours available to it during a year in any way it sees fit, as long as the training involves labor-management relations and is mutually beneficial.

18-2. EMPLOYER/UNION-SPONSORED TRAINING SESSIONS: The Employer agrees to conduct joint Management-union training sessions on official duty time regarding the administration of this agreement and activity policies affecting the working environment. Such training shall be primarily concerned with orienting and briefing Union and management officials on the requirements and administration of this Agreement and agency policies affecting the working environment.

ARTICLE 19: WORKWEEK/SCHEDULES

19-1. DEFINITIONS:

A. Basic eight (8) Hour Workday: The basic workday for full-time employees consists of eight hours from 8 am until 4:30 pm with a 1/2 hour lunch.

B. Operating Hours: The operating hours are the specific hours of the Agency in which employees may begin or end the workday. Those hours are from 7 a.m. until 6 pm, Monday through Friday.

C. Customer Service Band: The customer service band is the span of time that clerical and professional coverage will be provided to serve customer needs. This span of time is from 8 am until 4:30 pm.

D. Core Hours: Core hours are the hours in a workday when all full-time employees must be present for duty. The core hours are from 9 am until 3:30 pm, with a flexible lunch break between 11 a.m. and 1:30 p.m.

E. Credit Hours: Credit hours are any hours which are in excess of an employee's basic work requirement and the employee elects to work, varying the length of a workweek or a workday. Credit hours may be earned only by employees who work a flexible schedule. Employees who choose a compressed work schedule (5-4-9), may not earn credit hours. Credit hours must be approved by the supervisor in advance.

19-2. TOUR OF DUTY: If no other workweek has been established, the standard work week for full-time employees will consist of five (5) consecutive eight (8) hour days (40 hours per week). Days off will normally be two (2) consecutive days. When local management knows in advance, it will give employees at least ten (10) calendar days written notice before changing tours except for emergency or unforeseen situations. An employee who has a need to work a different tour of duty, outside of Agency operating hours, through consultation with Management and if consistent with the needs of the job, may be assigned to that tour of duty. Management will give consideration to employees' personal needs when changing tours and shifts.

19-3. BREAKS: Employees shall be allowed two paid breaks each workday -- one break will occur during the middle of the morning workday and one break will occur during the middle of the afternoon workday. These breaks will be limited to 15 minutes each (one break for each four hours worked). Employees on breaks shall not interfere with the work of employees not on breaks. Break time shall not be accumulated (banked) for future use or used in conjunction with the beginning or ending of a workday or with scheduled lunch times.

19-4. ALTERNATIVE WORK SCHEDULE (AWS): The parties agree that AWS, which are Flexible Time and Compressed Work Schedules (CWS) will be used statewide according to 5 U.S.C. Chapter 61 and approved schedules identified below, for the purpose of consideration of employee's personal needs. The Employer, upon employee request, may establish a tour of duty which falls between 7 am and 6 pm, Monday through Friday, and a flexible minimum half-hour lunch break between 11 am and 1:30 pm.

Flex Time means a system of work scheduling which splits the workday into two distinct kinds of time: core time and flexible time. The two requirements under any Flex Time schedule are:

1. The employee must be at work during core time or otherwise account for those hours through approved absence, and

2. The employee must account for the total number of hours he or she is scheduled to work.

A. Flexible Time Guidelines: The flexible time band guidelines have been designed so that if an employee begins work at 7:30 a.m., the employee can complete the work day by 4 pm, with a 30 minute lunch. Actual quitting time must be adjusted to account for a full eight (8) hours of work, depending upon actual starting time and/or any excused absence earlier in the day.

1. The Morning Flexible time Band: Subject to the needs of the office, each employee will select a starting time (in 15 minute increments) between 7:30 am and 8:30 am.

2. The Afternoon Flexible time Band: The core time ends at 3:30 pm; therefore, an employee's workday may end at any time between 4 pm and 5 pm once the employee has completed, or otherwise accounted for, eight (8) hours plus a lunch of not less than 30 minutes or no more than 60 minutes.

The employee must request his/her work schedule from his/her supervisor at least a day in advance and receive approval for it, in order for the supervisor to ensure proper office coverage.

B. Compressed Work Schedule (CWS) guidelines: The employer may authorize and implement CWS, upon employee's written request. The 5-4/9 CWS plan is the only compressed work schedule that will be authorized. Under this plan, a full-time employee compresses the basic 8- hour biweekly work requirement into eight 9-hour days and one 8-hour day.

19-5. CWS and Flexible Time Implementation: In order to implement CWS, the three criteria must be satisfied. These criteria are:

- a. Service to the public will not be diminished,
- b. Productivity will not diminish,
- c. Costs of operations will not increase.

19-6 Review: If, at any time, a determination is made by the State Director that one or more of the criteria are not being met for a given participant, participation in CWS may be terminated for that employee. The employee will be notified of the right to grieve the termination. An annual review of CWS will be required of each office that participates in CWS. The Union will be provided a copy.

19-7. Constraints Applicable to CWS and Flexible Time:

- a. Employee participation in CWS is voluntary, and no employee will be required to participate.
- b. Each office must be able to perform each of its work functions on every day, Monday through Friday, 8 am to 4:30 pm.
- c. No more than one third of a work unit's employees may be scheduled for the same compressed day off.
- d. Participation in the AWS program is open and available to all employees. Offices with a staff of less than three employees may not participate in CWS, but may do so in Flexible Time, as long as there is another person to cover the unit.
- e. CWS will operate between 7 am and 6 pm, Monday through Friday.
- f. Work performed outside an employee's CWS schedule and in excess of 9 hours in a day (8 hours in the scheduled 8-hour day) and 80 hours in a biweekly pay period is overtime work and must be approved in advance by the employer. Overtime may not be performed on the CWS day off.

19-8. Travel Status: When an employee travels from the permanent duty station and stays more than two (2) nights for official duty in the State, Area and Local Offices, the employee's CWS shall be changed to the traditional 8-hour/5-day work schedule for the complete pay period, unless the employees visited are on a compatible work schedule. Compensatory time may not be earned for time spent in travel status, unless travel time is administratively uncontrollable.

19-9. Training Status: The employee's CWS shall be changed to traditional 8hour/5-day work schedule for the complete pay period for scheduled training if the training including travel exceeds three (3) days.

19-10. Establishing and Changing Work Schedules:

a. Standard Conditions: Assignments to tour of duty shall normally cover periods of not less than six pay periods and shall be scheduled in advance. All changes in tour of duty must be approved by the Employer. In cases of work-related emergency, the immediate supervisor may temporarily change the employee's scheduled day off or the employee's 8-hour day.

19-11. Credit Hours:

a. Credit hours: Time spent in travel or training that is not compensable under Title 5 of the United States Code or FLSA may not be counted as credit hours earned under an alternative work schedule. Night differential pay is not authorized when credit hours are earned beyond 6 p.m. Employees on variable schedules can earn a maximum of 24 credit hours. Credit hours must be earned during the normal work hours of 7 a.m. to 6 p.m., Monday through Friday, unless otherwise approved by the supervisor. Accumulated earned credit hours may be used on another workday, workweek, or biweekly pay period, but should be used before granting of annual leave.

b. Employees who work a flexible time schedule or the basic eight-hour workday may earn credit hours by working beyond their normal tour of duty. Employees may use credit hours just like annual leave. Credit hours may not subsequently be converted to compensatory time or overtime pay. An employee may carry a maximum of 24 credit hours at the end of any pay period. There is no time limit for using credit hours. However, should an employee leave Rural Development, he/she should use the hours before his/her last day of service, or the hours will be paid in a lump sum at the employee's current regular hourly rate of pay.

c. If an employee wishes to earn credit hours, he/she must complete the Request to Earn Credit Hours form, (see Appendix B), and submit to his/her supervisor by noon on the day which the employee wants to earn credit hours. Supervisors will approve the request if there is sufficient work available and all other requirements of this Article are met. If an employee performs work beyond the normal quitting time because of unexpected work demands, e.g., a late customer who demands service or information, the employee will seek approval for the earned Credit Hours as soon as possible.

d. Credit hours will be earned in one-half hour increments. An employee may earn as much as two full hours of credit hours per day.

e. An employee may not earn credit hours on the same day that he/she uses credit hours or leave. An employee must earn credit hours within the regular work day between 7 a.m. and 6 p.m. The Agency will only approve credit hour work during operating hours.

f. Once an employee has earned credit hours, he/she may use the credit hours in one-half hour increments just like annual leave by submitting an Application for Leave (SF-71) to the supervisor. Employees should check the "other" block on the SF-71 and write in "credit hours."

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

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

i. Employees may also use credit hours in lieu of sick leave, but employees on formal leave restrictions which require documentation for use of sick leave must submit proper documentation.

j. Requests to use credit hours have the same priority as annual leave. In the event of conflicts over a day off, it does not matter whether annual leave or credits hours has been requested.

19-12. Holidays and Leave:

- a. Holidays: A full-time employee who is relieved from working on a day designated as a holiday is entitled to pay with respect to that day for 9 hours (8 hours in the scheduled 8-hour day).
- b. Leave: Time off during an employee's basic work requirement must be charged to the appropriate leave category. For example: A full-time employee who takes one day of annual leave will be charged leave for 9 hours (8 hours for the scheduled 8-hour day). This results in 80 hours for a biweekly pay period similar to a full-time employee on a traditional 8-hour/5-day tour of duty.

If an employee's CWS day off conflicts with another employee's scheduled annual leave, and this conflict would result in a primary work function not being accomplished and it is not possible to resolve the conflict by a switch of the day

off under CWS, the first employee's CWS will be changed to the traditional 8hour/5-day work schedule for the complete pay period. (For example: A CDT has Friday off and the CDA has two weeks of annual leave scheduled in advance; the CDT's CWS will be changed to the traditional 8-hour/5-day work schedule for that complete pay period).

19-13. Approval of Flexitime or CWS: The Employer will either approve a request for flexitime or CWS or provide written justification of the reasons used in determining why the employee's request is denied within 15 workdays upon receipt of the request. Any denial must be based on one or more of the criteria stated in 19-5, above. The flexitime or CWS must be administered fairly and equitably to all employees in the bargaining unit and meet the needs of the agency.

19-14. Disapprovals: When an employee requests a flexitime or CWS work schedule and the request is denied, the union will receive a copy of the denial. An employee or the union may grieve according to Article 8.

ARTICLE 20: OVERTIME

When overtime is required, normally the employee assigned to the duties performed on such overtime will perform the overtime work. In no case will overtime work be assigned to any employee as a reward or punishment. In the event an employee does not desire to work overtime, the Employer shall make every effort to accommodate the employee's request to be excused from overtime work, provided that another qualified employee is available for the overtime.

ARTICLE 21. OFFICE EQUIPMENT AND FURNITURE

21-1. Parties recognize that the agency has needs for improved computer equipment and software, telecommunications, furniture and office equipment. It is also recognized that there are budget constraints which affect the above areas.

21-2. **EMPLOYEE INVOLVEMENT:** Management and employees are encouraged to work together as a team to achieve positive changes in the most effective and efficient manner. Employees' predecisional and decisional involvement shall be maximized as early as possible.

The Agency and the Union jointly agree to create a Technology Committee, the purpose of which will be to openly discuss and share information on the acquisition, cost, distribution and utilization of computer hardware and software, telecom equipment and office furniture, and to make recommendations to the State Director, who will act upon them within the limits of the discretion of Rural Development. The Committee will periodically survey all Rural Development employees in the state of Oregon to determine each office's technological and furniture needs. It is understood that there is no implied guarantee that all needs will be met immediately, but every attempt will be made to deal with them based upon budgetary and other considerations. This Committee will also be responsible for keeping employees informed of developments in this area.

The Committee will consist of four (4) Rural Development employees, two union and two management representatives. The Committee will work in coordination with the IRM section in accomplishing its responsibilities as set forth above. They will meet on a bimonthly basis, either in person or via telephone, whichever incurs a lesser cost to the Agency.

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

To promote greater efficiency and a better use of space, each Division Director must be responsible for ensuring that critical work material is located in an area that affords ready access by those needing such material.

21-4. OFFICE RELOCATION. Whenever an office moves to a new location, the choice of workspaces for bargaining unit employee positions which are the same or similar and are the same grade level, will be determined on the basis of seniority with the agency, provided that this does not impact the way the agency accomplishes its mission, and provided that is organizationally feasible.

MEMORANDUM OF UNDERSTANDING

Within six (6) months after the signing of this agreement, the Agency will make every reasonable effort within the authority of the Oregon Office of Rural Development to acquire, install and make available to all employees a computer which is an IBM compatible 386, 486, or Pentium running Microsoft DOS 6.2 and Microsoft Windows 3.1.

The USDA is establishing a nationwide LAN/WAN/telecommunications network and all computers shall eventually be linked to this system. Oregon Rural Development will participate to assure the most timely installation of the service in all offices.

The Agency will provide standard software to be used by employees and will make training available in the proper usage of the software which is needed and related to performing the employees assigned duties.

These assurances are made with the understanding that there may be unforeseen delays out of management's control in the State of Oregon.

Management Representative

Union Representative

Date

Date

ARTICLE 22: UNION USE OF OFFICIAL FACILITIES AND SERVICES

22-1. SPACE: The State Director will allow the Union to use Rural Development office space, for Union business. In addition to reasonable space, equipment, furniture, telephone service and telecommunications supplied and available for use by employees, a locking file cabinet will be made available to the Union to assure confidentiality of records and to be for exclusive Union use.

The Agency will provide the Union with priority access to the training room in the State Office and telephone service in this room to assure confidentiality of conversations related to Union business. When this room is in use by the Union, a sign may be posted on the door requesting the party(ies) using the room not be disturbed. All other office staff will be asked to schedule their need for the use of the room at least a week in advance. If other conference rooms or offices are available, the Union will have priority use of the training room.

22-2. INTERNAL MAIL SERVICE: The internal mail service of the Employer shall be available for use by the Union subject to the approval of the State Director.

22-3. BULLETIN BOARDS: The Union will be allowed to post reasonable amounts of appropriate material on one bulletin board per office.

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

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

22-6. POLICY: The following documents will be made available during business hours in the State Office for review by any employee:

- a. Title 5 of the United States Code;
- b. Title 5, U.S.C. Code of Federal Regulations; c. Rural Development Instructions;
- d. Qualification standards (X-1 18);
- e. Classification Standards.

MEMORANDUM OF UNDERSTANDING

The Agency and the Union jointly agree to create a Flexiplace Feasibility Evaluation Committee, to be formed by two Rural Development employees designated by the Union and two management representatives, not later than six (6) months from the signing of this agreement. This Committee will examine the nature of the work performed by Rural Development employees in the State of Oregon as well as other criteria established by OPM and other guidelines, to determine the feasibility of establishing a Flexiplace Pilot Project. The Committee will work in conjunction with the Human Resources Manager and the Flexiplace Coordinator in the National Office.

If, after evaluating all of the necessary data and information, the Committee arrives at the conclusion that a pilot project is feasible, it will recommend such action to the State Director. The- Committee will then draft a pilot project, to be forwarded through the State Director, with a recommendation to the Under Secretary, who has the sole decision making authority to implement such a project. There is no implied guarantee that approval will be received.

Management Representative Date

Union Representative Date

ARTICLE 23: ORIENTATION OF NEW EMPLOYEES

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

23-2. Within a week that a new bargaining unit employee begins work with the Agency, management shall notify the local of the name and location of the new employee.

ARTICLE 24 - PRENOTIFICATION OF UNFAIR LABOR PRACTICE CHARGE

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

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

ARTICLE 25. REDUCTION IN FORCE

25-1. The Employer will notify NFFE 7 of any proposed reduction in force affecting bargaining unit employees as far in advance as is practicable, but not less than fifteen (15) days prior to receipt of RIF notices by bargaining unit employees. This notification will to the extent of the information available state the grade levels and the number of positions abolished, the proposed date and the reason for action. Office of Personnel Management (OPM) regulations covering reduction in force (RIF) procedures for employees in the competitive service will be utilized by the Employer throughout the RIF process. The Employer will make reduction in force registers and other pertinent records available for review by Union officials, representatives and Stewards.

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

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

B. Competitive Levels - Management shall establish competitive levels consisting of all positions in a competitive area which are in the same grade (or occupational level) and classification series and which are similar enough in duties, qualification requirements, pay schedules, and working conditions so that an agency may reassign the incumbent of one position to any of the other positions in the level without undue interruption.

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

- a. the specific RIF action to be taken;
- b. the effective date of the action;
- c. the employee's competitive area, level, sub-group, and service date.
- d. the place where the employees and Union representatives can inspect the regulations and records that are pertinent to his/her case;
- e. grade and pay retention information;

- f. the employee's appeal rights, an appeal form and the address of the appropriate MSPB office; and
- g. information on outplacement programs.

25-4. It is agreed that INIFFE 7 will meet as frequently as necessary with the Employer to insure compliance with the provisions of all applicable rules recognized for the purpose of providing effective placement of personnel in the RIF, and insuring repromotion and re-employment rights. INIFFE 7 will be provided one copy of the RIF rules, to include all updates provided to the Employer. Maintenance of the RIF rules will be NFFE's responsibility. The Employer recognizes the need for RIF-ed employees to be trained, when they are placed in new jobs.

25-5. **REPROMOTION:** Employees who have been downgraded because of the RIF process will obtain priority repromotion consideration to their former grades as follows:

- a. Employees selected for repromotion to positions at their former grades and competitive levels will be promoted without competition and in accordance with applicable rules and regulations. The Union will be provided copies of these regulations.

- b. Employees will receive repromotion consideration to positions at their former grades, or to intervening grades if they are minimally qualified for the position. Repromotion consideration will also be effected if it can be demonstrated that the employee would minimally qualify for the position within 90 days.

- c. Repromotion of affected employees will be effected prior to any other permanent employee being hired into the same type or grade of a position.

- d. An employee meeting the above criteria who believes he/she has not been adequately considered for repromotion may file a grievance under the negotiated grievance procedure.

25-6. The Employer agrees that in a reduction in force as defined by CFR 351., Section 351.803, of bargaining unit employees, all existing outplacement programs will be fully utilized, including utilization of the USDA Priority Placement Program for bargaining unit employees who are being changed to a lower grade or separated.

- a. NFFE 7 and the Employer will jointly encourage each employee to see that his/her Official Personnel Folder and application material are up to date as soon as the reduction in force is announced. The Employer will work with the affected bargaining unit employees in registering existing outplacement programs

and assuring that application material and Office Personnel Folders are current. At this time, outplacement eligibilities will be discussed.

b. The Employer agrees to provide NFFE 7 Stewards all information on the out-placement programs that are available to the affected bargaining unit members and who fit into this program.

c. An employee shall lose eligibility for the outplacement program if he/she refuses one (1) valid job offer.

d. The Employer agrees to provide NFFE 7 Stewards information on how employees may update their Official Personnel Folders and application material.

ARTICLE 26: DURATION AND EXTENT OF AGREEMENT

26-1. EFFECTIVE DATE AND TERM: The effective date of this agreement shall be the date it is approved by the Office of Personnel, USDA. It shall remain in effect for three (3) years. The Agreement shall be renewed for an additional three (3) year period on each third anniversary date thereafter, unless between one hundred and five (105) and sixty (60) calendar days prior to any such date either party gives written notice to the other of its desire to amend or modify the agreement. If such notice is given, this agreement shall remain in full force and effect until the changes have been negotiated and approved.

26-2. AMENDMENTS AND SUPPLEMENTS: This agreement may be amended and/or supplemented as follows:

a. As required under the provisions of the articles entitled "Negotiations" and "Union rights and Representation".

b. Within a reasonable time after the enactment of any new law or regulation of appropriate authority which affects the provisions of this agreement. A proposal by either party to negotiate such amendment(s) or supplement(s) shall cite the pertinent law or regulation and the article(s) of this agreement affected. When such a proposal is submitted, representatives of the Employer and the Union shall meet within thirty (30) calendar days to negotiate the requested amendment(s) or supplement(s).

c. During the life of the contract, the parties shall not negotiate on any matter specifically covered by a section or sections of this contract. However, the mere fact that an Article has a certain title shall not be used to bar the negotiation of matters not specifically provided for in the Article.

26-3. EFFECTIVE DATE OF AMENDMENTS AND SUPPLEMENTS: Amendments and supplemental agreements shall become effective on the day signed by the parties, subject to the approval of the head of the agency, in accord with 5 U.S.C. 7114(c). They shall remain effective concurrent-with the basic -agreement.

ARTICLE 27: OFFICIAL TIME

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

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

27-1. DEFINITION

A. "Official Time" means time expended by the Employer's bargaining unit employees as Union representatives during normal working hours, without charge to annual leave, and granted by the Agency according to 5 U.S. C. 7131 (d) for the purposes set forth in Section 27.3 below.

B. Requests for Official Time for purposes other than those enumerated in Section 27.3 will be considered by management and responded to in a timely manner. Such requests should be made by an appropriate Union official to his/her supervisor.

27-2. Use of Official Time

A. PERMITTED USE OF OFFICIAL TIME: Union representatives shall request official time from the employer and shall be granted the use of reasonable official time, for purposes defined in Section 27.3. Official Time will be approved except in cases of emergencies, or if it will interfere with the completion of unusual priority work assignments. Additionally, Official Time will be not be granted if there would be a problem with office coverage

B. DESIGNATION OF UNION OFFICIALS FOR USE OF OFFICIAL TIME: Union representatives may be granted official time for representational purposes covered in section 27-3 of this Article. The representatives and their alternates will provide geographic representation for the work area to which they are assigned. However, this will not preclude the Union from assigning a representative to matters outside of his/her normal area under special circumstances when mutually agreed to by the parties. Such circumstances could include a steward's unavailability due to leave, travel, training; and the need for a steward's special expertise; the regularly assigned steward has the grievance or problem; or the

need for on-the-job training for a new steward. Management agrees to give serious consideration to such circumstances when deciding whether to agree to assigning a steward to a matter outside of his/her geographic area and will not unreasonably withhold agreement. The regular assignment of representatives and alternates designated at each location will be determined by the Union. In the case where the Union cannot find a representative for a specific location, a temporary representative from another office may be assigned at the Union's election. Officers, including the Chief Steward, will not be restricted by geographic location.

27-3 PURPOSES OF OFFICIAL TIME: Official time for representational purposes or representational activities is covered by 5 U.S. C. Section 7131 and shall include the following:

A. Any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance, personnel policy, practice, or other general condition of employment.

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 action against the employee, and

2. The employee requests representation.

C. Any meeting between a Union representative (s) and one or more representatives of the Employer that is initiated by either the Employer representative or the Union representative.

D. Participation in bargaining, including mediation and/or the resolution of any bargaining impasse and/or negotiability question.

E. Participation in proceedings of the Federal Labor Relations authority, Federal Mediation and Conciliation Service, Federal Services Impasses Panel, and/or Merit Systems Protection Board and Arbitration.

F. Preparation time for the following:

1. Filings to the agencies referenced in Section 27.3, Paragraph E above.

2. Preparation of grievances, adverse actions and other appeals under the relevant USDA Rural Development regulations, and this Agreement.

3. Preparation of any other negotiation (impact and implementation), grievance or arbitration procedures as outlined in this Agreement.

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

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

1. Lobbying the State's congressional staffs within the State of Oregon. One local official may lobby the State's congressional staffs outside of the State, to be capped at 40 hours per annum.

27-4. PROHIBITED USE OF OFFICIAL TIME: Official time shall not be permitted, used, granted or utilized for internal Union business, including, but not limited to, the following:

A. The attendance at meetings for internal Union business;

B. The solicitation of membership;

C. The collection of dues;

D. The election of Union officials;

E. The preparation and distribution of Union newspapers, flyers, bulletins or other publications; or

F. The discussion of internal Union business by telephone, in person or otherwise.

27-5. AMOUNT OF OFFICIAL TIME: the Union representative's supervisor may approve official time for the purposes set forth in Section 27-3 in amounts that are reasonably necessary to accomplish the purpose for which official time is requested.

27-6. PROCEDURES FOR REQUESTING USE OF OFFICIAL TIME

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

1. All requests for the use of official time shall be for finite periods of time, and must be made in advance and recorded on Appendix C, Request for Official Time.

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

3. Supervisor approval of the period of official time must be obtained prior to the use of such official time and recorded on Appendix C. Every effort will be made to grant requests for official time.

4. In the event the person entitled to the use of official time requires additional time due to unforeseen circumstances, the person shall request an extension of time by telephone or other appropriate means. The request shall be made to the approving supervisor or in that supervisor's absence, to any available supervisor of the person's section.

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

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

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

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

MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT OF AGRICULTURE
AND
NATIONAL FEDERATION OF FEDERAL EMPLOYEES

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

1. This Memorandum of Understanding is subject to and governed by 5 USC 7115, by regulations issued by the Office of Personnel Management (5 CFR 550-301, 550.311, 550-312, 550.321 and 550.322), and will be modified as necessary by any future amendments to said rules, regulations and law. Reference is also made to DPM 550, Subchapter 3 for procedural guidance.

2. Any employee of the USDA who is included in a NF1 bargaining unit may make a voluntary allotment for the payment of dues to the NFFE- This memorandum of understanding shall be made a part of every current and future Local or National agreement and shall be the only authorized method for obtaining dues withholding.

3. The employee shall obtain SF-1187, "Request for Payroll Deductions for Labor Organization Dues", from NFFE and shall file the completed SF-1187 with the designated NFFE representative. The employee shall be instructed by NFFE to complete the top portion and Part B of the form. No number shall appear in block 2 of the form except the employee's Social Security number.

4. The President or other authorized official of the Local Union or the National Secretary-Treasurer will certify on each SF-1187 that the employee is a member in good standing of NFFE; insert the amount to be withheld, and the appropriate Local number; and submit the completed SF-1187 to the Servicing Personnel Office of the USDA Agency involved. The Servicing Personnel Office shall certify the employee's eligibility for dues withholding, insert the NFFE code (01) and, within five (5) work days after receipt, transmit the SF-1187 in duplicate to the National Finance Center (NFC).

5. The NFC will process the dues deduction effective as of the beginning of the first full pay period after NFC receives the SF-1187. The NFC will forward a copy of the SF-1187 to the NFFE National Treasurer at 1016 16th Street, N.W., Washington, D.C. 20036.

6. Deductions will be made each pay period by the NFC and remittances will be made promptly each pay period to the National Office of the NFFE. The NFC shall also promptly forward to NFFE, a listing of dues withheld. The listing shall be segregated by Local and shall show the name of each member employee from whose pay dues was withheld, the employee's Social Security number, the amount withheld, the code of the employing agency, "and the number of the Local to which each employee belongs. Each Local listing shall be summarized to show the number of members for whom dues were withheld, total amount withheld, and amount due the Local. Each list will also include the name of each employee member for

that Local who previously made an allotment for whom no deduction was made that pay period, whether due to leave without pay or other cause. Such employees shall be designated with an appropriate explanatory term.

7. In lieu of the listings provided for in Section 6 of this Memorandum of Understanding, USDA agrees to provide the National Office of the NFFE a computer tape in a format to be agreed upon at such time as NFFE has the facilities to process tapes. USDA will be given two (2) months notice to implement this change.

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

9. An employee may voluntarily revoke an allotment for the payment of dues by completing SF-1188, "Cancellation of Payroll Deductions for Labor Organization Dues", or by memorandum in duplicate and submitting it to the appropriate Servicing Personnel Office. The Servicing Personnel Office shall forward both copies of the revocation (SF-1188 or memorandum) to the NFC. The revocation will become effective as of the first full pay period after September 1 of each year provided that the revocation was received by the Servicing Personnel Office on or before August 15 of each year, and provided the employee verifies that he/she has had NFFE dues withheld for more than one year. The NFC shall forward to the NFFE National Office a copy of each revocation received as appropriate notification of the revocation.

10. The USDA will terminate an allotment:

- (a) as of the beginning of the first full pay period following receipt of notice that exclusive recognition has been withdrawn;
- (b) at the end of the pay period during which an employee member is separated or assigned to a position not included in a NFFE bargaining unit;

(c) at the end of the pay period during which the Servicing Personnel Office receives a notice from the NFFE or a Local of N FFE that an employee member has ceased to be a member in good standing;

(d) annually during the first full pay period after September 1, after receipt of the employee member's written revocation of allotment (SF-1188 or memorandum in duplicate), provided that the revocation is received by the Servicing Personnel Office on or before August 15 of each year, and provided the employee verifies that he/she has had NFFE dues withheld for more than one year.

11. The Servicing Personnel Office and the employee members have a mutual responsibility to assure timely revocation of an employee's allotment for NFFE dues when the employee is promoted or assigned to a position not included in a bargaining unit represented by NFFE. If the dues allotments continue and the employee fails to notify his/her Servicing Personnel Office, the retroactive recovery of dues withheld from NFFE shall not be made, nor shall a refund be made to the employee.

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

13. This Memorandum of Understanding shall remain in effect for as long as NFFE holds exclusive recognition in USDA, except that either party may propose amendments annually, before the anniversary date of the signing of this agreement.

Agreed to, signed at Washington, D.C. on October 20, 1983.

Director of Personnel Department of Agriculture

National President National Federation of Federal Employees

APPENDIX B
UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

Request to Earn Credit Hours

INSTRUCTIONS

Form must be submitted for approval by Noon on the Day you wish to work credit hours.
You must work at least 1/2 hour of credit hours, with a maximum of 2 hours per day.
Credit hours may be used like annual leave, credit hours may not be converted to overtime at a later date.
Please enter your current credit hour balance below prior to submitting this form to your supervisor. You may not carry over more than 24 hours at the end of a pay period. If you should change your mind after receiving approval, please notify your supervisor immediately.

REQUEST FOR OFFICIAL TIME FORM

Employee's Signature:

Estimate of Time Needed:

Employee's Destination:

Circle Reason for Official time:

- Employee Grievance Meet with Union Rep. Training
- I & I Bargaining Contract Negotiations
- Other (Specify)

Date and Time Departed Work: _

Supervisors:

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

Released

:

Not Released:

Supervisor's Signature

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

In witness whereof, the parties hereto have caused this basic Labor-Management Agreement to be executed on this the day of 19 .

For NFFE Local 7

For Rural Development, Oregon

MIKE THORSTEINSON,
Rural Development
NFFE Local 7

SCOTT W. DUFF,
State Director
Rural Development, Oregon