

ARTICLE 1. GENERAL PROVISIONS

1.1 Purpose:

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

It is the intent and purpose of this agreement to define the roles and responsibilities of the Parties and to state the procedures and methods which will govern the working relationships between the Parties.

1.2 Employer-Union Cooperation:

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

1.3 Recognition:

The Employer recognizes that the Union is the exclusive representative of employees in the bargaining unit. The Union will represent the interests of all unit employees with respect to grievances, working conditions or changes in personnel policies, practices and procedures subject to expressed limitations set by law.

1.4 Unit Description:

The Bargaining Unit consists of all professional and non-professional General Schedule and Wage Grade employees in permanent full-time positions and permanent part-time positions, and all temporary full-time and part-time employees having a reasonable expectation of continued employment beyond 90 days, employed by the U. S. Department of Agriculture, Federal Crop Insurance Corporation, who are located in the metropolitan Kansas City Area. The Unit does not include management officials, supervisors, guards, and employees described in 5 USC 7112(b)(1), (2), (3), (4), (6) and (7).

1.5 Definitions:

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

ADVERSE ACTION: Removal, suspensions of more than fourteen (14) days, reduction in grade, reduction in pay, and furlough of thirty (3) days or less.

AGENCY: Federal Crop Insurance Corporation.

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

COLLECTIVE BARGAINING: The performance of the mutual obligation of the representative of an Agency and the exclusive representative of employees in an appropriate unit in the Agency to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting such employees, and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached.

CONDITIONS OF EMPLOYMENT: Personnel policies, practices and matters, whether established by rule or regulation, or otherwise affecting working conditions; except that such term does not include policies, practices and matters.

- A. Relating to political activities prohibited under subchapter III of Chapter 73 of Title VII;
- B. Relating to the classification of any position; or
- C. To the extent such matters are specifically provided for by Federal Statute.

CONSULTATION: Verbal or written discussions between representatives of the Parties for the purpose of obtaining Union views, or advising the Union of intended actions of concern to employees in the bargaining unit.

DISCIPLINARY ACTION: A reprimand or a suspension of fourteen (14) days or less.

EMERGENCY SITUATION: An emergency situation is one which poses sudden, immediate and unforeseen work requirements as a result of natural phenomena or other circumstances beyond control or ability to anticipate.

EMPLOYEES: Employees in the bargaining unit described in Article 1.4.

EMPLOYER: The Federal Crop Insurance Corporation, Kansas City, Missouri.

EMPLOYER'S REPRESENTATIVE: The Labor Relations Specialist located in the Kansas City, Missouri, office of the Federal Crop Insurance Corporation.

GRIEVANCE: Refer to Article 18.2.

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

LETTER OF WARNING: Informal written communication to an employee by a supervisor expressing management concern regarding undesirable employee conduct or activity.

MANAGEMENT OFFICIAL: An individual employed by the Agency in a position the duties and responsibilities of which require or authorize him/her to formulate, determine or influence the policies of the Agency.

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

NEGOTIABILITY DISPUTE: A disagreement between the Parties as to the negotiability of an item.

NON-DUTY HOURS: Non-duty hours are the lunch period, any time prior to the beginning of an employee's work day, or time following the end of the work day.

NON-WORK AREAS: Non-work areas are considered to be the Canteens (smoking and non-smoking employee break rooms), hallways and lobbies of the building.

SUPERVISOR: An individual employed by an Agency having authority in the interest of the Agency to hire, direct, assign, promote, reward, transfer, furlough, lay off, recall, suspend, discipline, or remove employees; to adjust their grievances; or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.

SUPPLEMENTS: Additional articles negotiated during the term of the basic agreement.

UNION: Local 858 of the National Federation of Federal Employees.

UNION OFFICIAL: Duly elected or appointed officials of NFFE Local 858.

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

ARTICLE II. PROVISION OF LAW AND REGULATION

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

ARTICLE III. DURATION AND EXTENT OF AGREEMENT

3.1 Effective Date and Term:

The effective date of this Agreement shall be the date on which all required approvals have been obtained or on the 31st day after the Agreement is executed, whichever is sooner. It shall remain in effect for three (3) years, and will be automatically renewed on the anniversary date in two-year increments, unless either Party provides written notice not more than 105 calendar days and not less than sixty (60) calendar days before the anniversary date, of its desire to effect changes to the Agreement. Receipt of such notice must be acknowledged within ten (10) calendar days, with negotiations to begin no later than sixty (60) calendar days from the date of receipt.

This Agreement will remain in full force and effect until such negotiations for a new contract are completed in accordance with ground rules established for that purpose.

3.2 Amendments:

The Parties agree that during the life of the Agreement, amendments may be added or changes to provisions may be made when required by new or changed law(s). Negotiations will be confined to only those areas affected by the new or changed law(s). Requests to amend this Agreement will be submitted in writing stating specifically the reasons for the proposed change. The request must also include the specific proposal which that Party is offering for amendment to this Agreement. Receipt must be acknowledged within ten (10) calendar days, with negotiations to begin no later than thirty (30) calendar days from date of receipt.

3.3 Supplemental Agreement:

This Agreement, during its duration period as specified above, may be reopened only by mutual consent. The Parties may agree to reopen the Agreement for amendment at any time. Requests for reopening by either Party must be in writing and must indicate which article(s) and section(s) are to be amended. The receiving Party may also list sections to be discussed for amendment.

If the Parties agree to reopen the Agreement, negotiations will be confined to the agreed-upon sections. Receipt will be acknowledged by the receiving Party within ten (10) calendar days, and negotiations will begin no later than thirty (30) calendar days of receipt.

3.4 Effective Date of Amendments or Supplements:

Amendments/Supplements shall become effective on the date signed by both Parties, subject to approval by the Agency head, if necessary.

ARTICLE IV. EMPLOYEE RIGHTS AND RESPONSIBILITIES

4.1 Employee Rights:

Employees shall have the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization, or to refrain from joining any lawful labor organization. No interference, restraint, coercion, harassment, or discrimination shall be practiced within the unit by the Employer or the Union to encourage or discourage membership in any labor organization.

Nothing in this Agreement shall require an employee to become or remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deduction or by voluntary cash dues payment by a member. The Employer and the Union agree that Union dues deductions may be withheld for employees in the exclusive unit in accordance with the provisions of the current Memorandum of Understanding between the National Federation of Federal Employees and the United States Department of Agriculture. The provisions apply to all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Union.

Neither the Employer nor the Union shall discipline or otherwise discriminate against any employee because he/she has filed a grievance, represented a grievant, testified at a grievance or other hearing, or because he/she has filed a complaint or given testimony under the provisions of the Statute.

4.2 Employee Responsibilities:

The Employer and the Union encourage employees, while engaged in Government business, to dress in a neat and professional manner consistent with the environment in which the employee works, including shoes conducive to safety. It is further agreed and understood that employees are to fully comply with the provisions of Federal, Department and Agency policies regarding employee responsibilities and conduct.

4.3 Other Activities:

Employees shall have the right to engage in outside activities in accordance with the requirements of USDA/FCIC M4-P2-C735, FCIC Employee Responsibilities and Conduct Procedure. If employees engage in such activities or employment, appropriate reports shall be furnished as required by applicable regulations.

ARTICLE V. MANAGEMENT RIGHTS

5.1 Basic Rights:

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

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

5.2 Areas of Bargaining:

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

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

ARTICLE VI. UNION RIGHTS

6.1 Representation:

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

- A. Any formal discussion between one or more representatives of the Agency and one or more employees in the unit or their representative concerning any grievance or any personnel policy or practice or other general condition of employment; or
- B. Any examination of an employee in the unit by a representative of the Agency in connection with an investigation, if:
 - 1. The employee reasonably believes that the examination may result in disciplinary or adverse action against the employee; and
 - 2. The employee requests representation.

6.2 Status of Union Officials:

The Employer will recognize National Representatives of the Union and duly elected or appointed Officials/Stewards when advised by the Union in writing of the names and titles of such officials. Updates will be provided to the Employer as changes of representatives occur.

The Union agrees that Officials/Representatives will not enter a work area for union business during duty hours without notifying the supervisor in that area when he/she is present. It is agreed that if either Party requests any type of meeting with the other Party, common courtesy dictates that, should the other Party not immediately be available, a meeting will be scheduled as soon as possible. This paragraph will not be used as a delaying tactic by either Party.

ARTICLE VII. OFFICIAL TIME

7.1 Use of Office Time:

The Employer shall authorize official time to designated Union representatives, who are employees of the Federal Crop Insurance Corporation, for the following purposes:

- A. To represent employees in grievances and appeals, including discussions with appropriate Agency/Employer officials, and reviewing Agency/Employer files concerning such grievances and appeals;
- B. To prepare for all negotiations;
- C. To attend meetings with Agency/Employer officials to discuss the terms and conditions of this Agreement;
- D. To be present at discussions involving bargaining unit employees as defined in 5 U.S.C. 7114(a)(2);
- E. To present or appear as a witness in a third-party proceeding.
- F. To prepare financial records for the Department of Labor as required by law.

The Parties agree that official time will not be authorized for Union Officials/Stewards to perform internal Union business.

The Chief Steward has an automatic grant of official time under this contract, not subject to requests for permission to use or managerial disapproval, for the following actions/activities:

- Four (4) hours each Monday, Wednesday, and Friday afternoons to perform the representational activities described in Article 7.1 A-4.
- Participation in investigations and/or hearings conducted by Federal Labor Relations Authority.
- Participation in collective bargaining negotiations on behalf of bargaining unit employees equivalent to the time spent by Management representatives at such negotiations (understanding that the number of NFFE negotiators on official time will not exceed the number of management negotiators, unless otherwise agreed to by the parties).
- Participation as a Union representative on arbitration or statutory appeals procedures hearings.

The Chief Steward will complete the KCO-217, Record of Excused Absence for

Representational Time prior to the use of official time for the action/activity described above. This form (KCO-217) is for notification purposes only and not subject to disapproval by FCIC.

In addition, 1040 hours annually of official time will be allowed for a maximum of seven (7) additional officials (President, Vice-Presidents, Secretary, Treasurer, and three (3) other stewards) for the purpose of engaging in official representational duties on behalf of bargaining unit employees as described above. It is mutually agreed that the Union President/Chief Steward will take into consideration the workloads in each unit when assigning stewards to handle complaints.

It is agreed that normally one Union representative will be assigned to process a complaint or grievance. If steward consultation is necessary with other Union officials, this consultation will be kept to the minimum necessary to provide the assistance needed.

Under no circumstances will more than two Union representatives use official time for the same meeting with Agency/Employer officials, unless prior agreement is reached between the Employer's representative and the Union.

7.2 Procedure for Use of Official Time:

A revised "Record of Excused Absence for representational Time," KCO Form 217 (Appendix A), will be completed by a Union representative.

A Union Official/Steward utilizing official time will seek permission two (2) hours in advance of the time needed, or as soon as the Office/Steward becomes aware of the need to use official time. If the immediate supervisor is not available, the Union representative will make the request to the next higher level supervisor. If this supervisor is not available, the Union representative will complete the KCO Form 217 and leave it on the immediate supervisor's desk for his/her signature. Supervisory permission will be granted except where compelling circumstances exist which require the Union representative to remain on duty in the work area.

The representative will promptly report back to his/her immediate supervisor upon completion of representational duties. The immediate supervisor will assure that KCO Form 217 is complete and copies distributed appropriately.

Completion of KCO Form 217 does not release the Union representative of his/her obligation to properly record all use of time on FCIC Form-436, Employee Attendance Log.

7.3 Official Time for Training Purposes:

The Employer agrees to grant administrative leave to employees who are Union officials/stewards, for the purpose of attending Union-sponsored and other training sessions, provided the training is of concern to the employees in their capacities as Union representatives, and of mutual benefit to the Employer and the Union. Administrative

leave for this purpose will not exceed a total of 160 hours per calendar year for all Union Officials/Steward combined, and no one Union Official/Steward may use more than 60 hours of administrative leave for this purpose.

7.4 Employee Use of Official Time:

An employee will not be denied the right to consult with a representative unless compelling circumstances exist which require the employee to remain on duty. In an instance where an employee is denied the right to consult with a Union representative, the immediate supervisor will provide specific written justification for the denial if requested by the employee. The employee and the immediate supervisor will reach an immediate agreement as to when the employee will be released.

ARTICLE VIII. UNFAIR LABOR PRACTICES

8.1 Authority:

Unfair labor practices are solely determined by the Federal Labor Relations Authority, under the Authority procedures contained in Title V, Chapter 71 of the USC.

8.2 Unfair Labor Practices by Management:

It is an unfair labor practice for the Employer:

- A. To interfere with, restrain, or coerce any employee in the exercise by the employee of any right under Title V, Chapter 71 of the USC;
- B. To encourage or discourage Union membership by discrimination in connection with hiring, tenure, promotion, or other conditions of employment;
- C. To sponsor, control, or otherwise assist any labor organizations, other than to furnish, upon request, customary and routine services and facilities if the services and facilities are also furnished on an impartial basis to other labor organizations having equivalent status;
- D. To discipline or otherwise discriminate against an employee because the employee has filed a complaint, affidavit, or petition, or has given any information or testimony under Title V, Chapter 7a of the USC;
- E. To refuse to consult or negotiate in good faith with the Union as required by Title V, Chapter 71 of the USC;
- F. To fall or refuse to cooperate in impasse procedures and impasse decisions as required by Title V, Chapter 71 of the USC; or
- G. To enforce any rule or regulation (other than a rule or regulation implementing Section 2302 of Title V of USC) which is in conflict with any applicable collective bargaining agreement, if the agreement was in effect before the date the rule or regulation was prescribed.

8.3 Unfair Labor Practices by the Union:

It is an unfair labor practice for the Union:

- A. To interfere with, restrain, or coerce any employee in the exercise by the employee of any right under Title V, Chapter 71 of the USC;
- B. To cause or attempt to cause an agency to discriminate against any employee in the exercise by the employee of any right under Title V, Chapter 71 of the USC;
- C. To coerce, discipline, fine, or attempt to coerce a member of the labor

organization as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an employee or the discharge of the member's duties as an employee;

- D. To discriminate against an employee with regard to the terms or conditions of Union membership on the basis of race, color, creed, national origin, sex, age, preferential or non-preferential civil service status, political affiliation, marital status or handicapping condition;
- E. To refuse to consult or negotiate in good faith with the Employer as required by Title V, Chapter 71 of the USC;
- F. To fail or refuse to cooperate in impasse procedures and impasse decisions as required by Title V, Chapter 71 of the USC;
- G. To call, or participate in a strike, work stoppage or slowdown, or picketing of an agency in a Labor-Management dispute if such picketing interferes with an agency's operations or to condone such activities by failing to take actions to prevent or stop these activities (any informational picketing which does not interfere with the Employer's operations is not an unfair labor practice); or
- H. To otherwise fail or refuse to comply with any provision of Title V, Chapter 71 of the USC.

8.4 Available Procedures:

Issues which can properly be raised under a statutory appeals procedures may not be raised as unfair labor practice. If a matter is grievable, it can be raised under the negotiated procedure or an unfair labor practice, if appropriate, but not under both procedures.

Except for matters covered under Section 712 (e) and (f) of Title VII in which an employee has an option of using the negotiated grievance procedure or an appeals procedure, issues which can be raised under a grievance procedure may, in the discretion of the grieving party, be raised under the grievance procedure and/or as an unfair labor practice, but not under both procedures.

ARTICLE IX. FACILITIES AND SERVICES

9.1 Employee Notification of Bargaining Unit Status:

The Employer will notify new employees of their bargaining unit status and will provide each new unit employee a copy of the Union contract. The Employer will give advance notice to the Union President, or designee, of new employee orientation sessions. The Union will be allowed time during the orientation session to explain the Union's status as exclusive representative.

The Employer agrees to furnish to the Union's Chief Steward the full name, title, series, grade, and duty location of new unit employees no later than the last workday of the month.

The Parties agree to provide two identical one-hour briefings to explain the new contract to all supervisors and bargaining unit employees who wish to attend. The briefings will be held during regular duty time, within thirty (30) days of the implementation date of this Agreement. It is agreed that all bargaining unit employees and supervisors will be encouraged to attend.

9.2 Union Meetings:

It is agreed that upon one week advance request by the Union, the Employer will provide suitable conference room space for meetings. The Union will comply with Federal Security and housekeeping rules currently in effect.

9.3 Union Literature and Distribution:

- A. Any literature, bulletins, and/or notices distributed within the Kansas City complex or posted on the Union Bulletin Board will not violate any law, the security of the Employer, or contain scurrilous materials.
- B. The Employer and the Union agree that no personal attack on the character or integrity of any USDA employee will be made by either Party.
- C. The Employer agrees that the Union will maintain the existing 24 X 36 inch bulletin board currently installed on the first floor hallway wall for the exclusive use of Local 858. The Union agrees to maintain the bulletin board in a neat and orderly manner.
- D. The Union may distribute notices/literature in the work area of the Employer concerning internal Union business as defined by the Statute. The Parties agree that notices/literature concerning internal Union business will be distributed in the work areas of the Employer during non-core times. The person distributing the material will be in non-duty status.

9.4 Telephones:

The Union may use Employer telephones located throughout the work areas for receipt of calls related to representation. The telephone located throughout the work areas will only be used for brief calls (e.g., to request meeting time). Calls of longer duration will be received from the telephone located in the Union office during those times designated as official time. The Union agrees to maintain a telephone answering machine in the Union Office in order to receive messages. The Employer agrees to install the proper jacks for the operation of the answering machine. The Employer agrees to install and maintain in good working order a conference telephone in the Union Office.

9.5 Membership Drive:

Upon notification, and subject to normal security limitations, the Union will be allowed 10 calendar days three (3) times a year during which to conduct a membership drive during non-duty times and in non-work areas.

This provision in no way infringes upon the Union's right to solicit members at other times either through verbal discussions or written solicitations in Union literature.

9.6 Copies of Union Agreement:

The Employer agrees to reproduce and distribute copies of this Agreement to all Union Officials/Stewards. The Employer agrees to bear the cost of printing copies of this Agreement and all supplements/amendments thereto. In addition, the Employer agrees to make an initial distribution to all bargaining unit employees and to all new employees upon entering on duty. The Union will be furnished 30 copies for its use. The cost of any additional copies of the Agreement required by either Party shall be paid by such Party.

9.7 Telephone Directory:

The Local President and Chief Steward's name, title, and telephone number of the Union Office will be published in the FCIC Telephone Directory for use of bargaining unit employees.

9.8 Copier Service:

The Employer will provide the Union photocopies for representational business through the use of Agency copiers when 25 or fewer copies are needed. If more than 25 copies are needed at one time, the Union will use the GSA Copy Center. Should the use of the GSA Copy Center be required, the Union will provide the Employer's Representative with the exact number of copies printed. A Union representative requesting the copies from the GSA Copy Center will annotate on the print request card that the copies are requested by Local 858. All costs will be borne by the Employer for the first 5,000 copies annually.

9.9 Union Office:

The Employer will provide the Union an office, with door locks, in an accessible area that is conducive to conducting representational functions (e.g., assuring privacy and large enough to meet with employees needing to discuss problems/concerns). The office will be furnished with a conference telephone, desk, chairs, electric typewriter, Personal

Computer with color monitor and letter-quality printer, and a file cabinet. It is agreed that the Employer retains the right to relocate the office to another similar area to meet overall space requirements. A sign showing the location of the Union Office will be placed in the main hall doorway and on the official bulletin board at each entrance.

The Parties agree that should the Agency be relocated under the Single Facility Concept, or restructured as the result of Congressional Action, which would require that the office space be converted to work space, comparable office space will be jointly sought through reopener bargaining.

The Parties agree that Union representational duties and business will normally be conducted in the Union office.

9.10 Use of Transmittal Facilities:

The Employer agrees to provide the Union use of internal mail and the use of the FAX machine located in the mailroom for representational matters.

9.11 Utilization of Space:

Union representational functions are normally to be performed during the Designated Working Hours. No representational functions are to be performed on the Employer's premises outside those hours unless the representative has provided notification to his/her supervisor that they intend to be in the building.

ARTICLE X. HOURS OF WORK AND OVERTIME

10.1 Basic Workweek:

The basic workweek for full-time employees shall be scheduled on five (5) consecutive days which will normally be Monday through Friday. Employees normally will be granted two (2) consecutive days off.

10.2 Definitions:

Basic Work Requirement - The number of hours (except overtime hours) in a workday an employee is scheduled to work, or account for by leave.

Designated Working Hours - The hours of the workday. The designated working hours shall consist of twelve (12) hours from 6:00 a.m. to 6:00 p.m.

Core Time - For employees utilizing flexitime, or compressed work schedule employees working their 8-hour days, core time will be 9:30 a.m. to 3:00 p.m. For employees utilizing a compressed work schedule when working their 9-hour days, core time will be 8:30 a.m. to 3:30 p.m. Core time is time during which all employees must be on duty or on approved leave.

Customer Service Band - The period of time from 8:00 a.m. to 4:30 p.m., during which adequate coverage must be provided by employees to assure that the Agency has adequate telephone, consultative, and service coverage.

Flexible Hours - The hours within the designated working hours which fall outside of the core time period. Flexible hours (for employees electing a flexitime work schedule) are from 6:30 a.m. to 9:30 a.m. and from 3:00 p.m. to 6:00 p.m. From these hours, an employee must choose hours which, when added to the time during the core time segment, will complete a scheduled workday. If an employee does not complete a scheduled workday, appropriate leave must be charged.

10.3 Flexitime:

In an effort to maintain a healthy and productive working environment, all bargaining unit employees will be allowed to fully use flexitime except during periods when electing to use a compressed work schedule. The Kansas City Office will continue to operate under the gliding schedule flexitime model, except as modified by this Agreement. Employees may select an arrival time each day, and may change that arrival time without prior notification to the supervisor as long as it is within the Flexible Hours as defined in Section 10.2.

When notified in advance by the supervisor to report at a specified hour, for a specified period of time, an employee shall report as scheduled. This is necessary because

supervisors must be able to schedule training and special projects which require different reporting times. Workload may be a consideration only if the work cannot be accomplished within the flexitime framework. Employees will be allowed to arrange adequate phone coverage, as prescribed by the supervisor, without assistance.

Modifications are not expected, and should at all costs be evaluated on a case-by-case basis. This article is not intended to deprive bargaining unit employees from fully utilizing flexitime for extended periods of time. Modifications are expected to be rare.

10.4 Compressed Workweek

Bargaining unit employees may elect to work a compressed schedule. The election will remain in effect for ninety (90) days. Employees will arrange their day off with their supervisor. If a dispute arises between employees with equivalent skills, seniority will be the deciding factor. Seniority shall be defined as service computation date (SCD) for leave purposes.

- A. The election of a bargaining unit employee to work a compressed work schedule shall be in accordance with applicable laws and this Agreement.
- B. Employees choosing a compressed work schedule may begin work each day between 6:00 a.m. and 8:30 a.m. when working their 9-hour days.
- C. If an employee has three (3) consecutive non-work days off and a holiday falls on one of those days, the following will apply in designating the in-lieu-of holiday: If the holiday falls on the employee's first or second non-workday, the preceding workday shall be designated the in-lieu-of holiday; if the holiday falls on the third consecutive non-workday, the next workday shall be designated the in-lieu-of holiday. If a holiday falls on a non-consecutive non-workday, the preceding workday shall be designated the in-lieu-of holiday.
- D. Management imposed changes to the compressed work schedule may be required on occasion. When notified in advance by the supervisor to report at a specified hour for a specified period of time, the employee shall report as scheduled. This may be necessary due to travel, training and special projects which require different reporting times. Workload may be a consideration only if the work cannot be accomplished under the compressed workweek.
- E. Full-time employees may select from a variety of schedules based on the 5/4/9 work schedule, which requires an employee to complete eight 9-hour days and one 8-hour day with one day off each pay period.
- F. In order to allow part-time employees to utilize the compressed work schedule, they will arrange with their supervisor a work schedule which fulfills the basic work requirement as defined in Section 10.2.

10.5 Leave Usage:

Flexitime and Compressed Work Schedules afford employees an opportunity to use personal time for some activities for which they would otherwise be required to use leave.

Employees are encouraged to schedule medical and personal business appointments outside their selected tour of duty; however, there is no requirement that this be done. Flexitime or Compressed Work Schedules do not affect the employees' use of Annual or Sick leave, nor the supervisor's authority or responsibility to approve or disapprove leave.

Leave must be used for any absence during core time, or during the flexible hours which would prevent the employee from working eight (8) hours, or nine (9) hours for employees electing the compressed work schedule.

10.6 Lunch Periods:

The lunch period shall be taken between the hours of 11:00 a.m. and 2:00 p.m., and will normally be thirty (30) minutes. Employees may take longer lunch breaks in fifteen (15) minute increments. If an employee desires a longer lunch period, it must be communicated to the supervisor at the beginning of the day; however, any lunch period exceeding thirty (30) minutes will be made up on the same day. Lunch periods may not be extended beyond the time that would allow the employee to complete their scheduled number of hours for the day within the Designated Working Hours.

It is understood that an employee will not be required to take or account for a lunch period if the employee is working six (6) or less hours during a day.

10.7 Rest Periods:

Rest periods will be provided to the employees as follows:

- A. One fifteen (15) minute paid rest period during each continuous four (4) hour segment of work; or
- B. Three five minute break periods during each continuous four (4) hour segment of work.
- C. For employees working two (2) or more hours of overtime immediately following regular duty, an additional fifteen (15) minute unpaid rest period may, at the employee's election, be taken prior to the start of the overtime hours or during the overtime hours provided that the scheduled overtime hours covered are not shortened thereby.
- D. An additional fifteen (15) minute paid break will be granted if an employee is scheduled to work four (4) consecutive overtime hours.

- E. It is understood that the time for such breaks will be with approval of the supervisor and subject to workload needs or requirements.

10.8 Overtime:

Overtime consists of any hours worked by an employee in excess of an employee's scheduled work day. For employees not on a compressed work schedule, this would mean hours in excess of eight (8) hours in a day or forty (40) hours in a week. For employees on a 5/4/9 compressed work schedule, this would mean hours worked in excess of the nine (9) hours on a 9-hour day, eight (8) hours on an 8-hour day, or eighty (80) hours in a pay period, that is officially ordered and approved in advance, in writing.

Assignment of overtime is a Management function. Overtime is not a right by reason of employment. Assignment of overtime shall be based upon mission and workload requirements and factors which are reasonable and do not discriminate against any employee. In no instance will overtime be assigned or granted as reward or punishment. Overtime will be administered in accordance with applicable laws, regulations, and this Agreement.

Overtime consists of two distinct types: Scheduled Overtime and Irregular Overtime. Scheduled overtime is overtime scheduled prior to the beginning of the administrative workweek in which it is to occur. Irregular overtime is overtime which is not scheduled in advance of the beginning of the administrative workweek in which it occurs.

In cases where the overtime requirement is known before the administrative workweek begins, Scheduled Overtime will be used, and the employees will be given at least 48 hours advance notice. If Irregular Overtime becomes necessary, the employees normally will be given at least 24 hours notice.

Should an employee experience difficulties of a personal nature which may conflict with a requirement to work overtime, the supervisor and employee may work out arrangements to accommodate the employee's needs, yet also allow for the accomplishment of the overtime.

10.9 Soliciting Overtime:

Volunteers for overtime will be solicited from among qualified employees in a work unit who are currently working in the particular capacity for which overtime is needed. If sufficient volunteers are not obtained, the Employer may require the employees to work overtime in accordance with this Article.

If work needs cannot be met by the employees in the unit, then employees from other work units within the Kansas City Office may be offered overtime.

10.10 Leave During Overtime Periods:

Annual or sick leave, paid holidays, or compensatory time taken during the regular or compressed workweek does not reduce the amount of overtime pay the employee may be entitled to. The application of overtime and leave during the same day will be administered fairly and equitably.

10.11 Call Back Overtime:

If an employee is called back to work by his/her immediate supervisor, or other appropriate authority, to perform work which is outside of and not connected to the regularly scheduled workday, the employee will be considered to have worked at least two (2) hours of overtime.

10.12 Compensatory Time:

Employees covered by FLSA may request compensatory time in lieu of paid overtime by making written request to the supervisor prior to working the overtime. Approval and use of compensatory time will be in accordance with governing laws, regulations and this Agreement.

10.13 Overtime/Compensatory Time Entitlement:

- A. It is understood that employees working under FLSA (FLSA Non-exempt) are entitled to overtime pay, and though the employee may request compensatory time in lieu of overtime pay, the employee will not be required to work for compensatory time. Nothing in this section shall be construed to limit the Employer's right to assign work or direct overtime.
- B. It is understood that employees working under Title 5 (FLSA exempt) are entitled to compensatory time, and though the employee may request overtime pay in lieu of compensatory time, the employee will not be required to work for overtime pay. Nothing in this section shall be construed to limit the Employer's right to assign work or direct overtime.

10.14 Overtime Records:

The employer will keep all overtime and compensatory time records. The records will be available to the Union to aid in the processing of complaints.

10.15 Official Time for Chief Steward:

Should the chief steward elect to work a compressed workweek, he or she will be allowed to arrange and utilize the full 12 hours of official time granted in Article 7. The chief steward's right to elect a compressed work schedule is subject to the same rules and

limitations as that of other bargaining unit employees. The Parties will attempt to resolve the adjustments such an election would necessitate to the official time hours designated in Article 7, without changing the total number of hours. Disputes shall be resolved through the negotiated grievance procedure.

ARTICLE XI. LEAVE

11.1 Annual Leave:

Annual leave is a benefit earned by employees which requires supervisory approval. Consistent with the needs of the employee(s) and the Employer, annual leave requested in advance will generally be approved. Except in the event of an emergency or serious work interruption, annual leave which has been approved will not be canceled. A supervisor who must cancel the leave will make every effort to reschedule it at times desired by the employee. Annual leave may be taken in increments of fifteen (15) minutes and may be used in lieu of sick leave.

Scheduling and Approval: The employee will secure advance approval from the supervisor by using SF-71, except when it is not possible to obtain advance approval. Employees requesting vacation periods should request the leave as early as possible.

Unscheduled Annual Leave: When unscheduled annual leave becomes necessary, employees will notify the immediate supervisor one (1) hour after the customer service band begins or within one (1) hour of a scheduled start time for employees performing shift work. If the immediate supervisor is unavailable, employees will notify the second level supervisor, or his/her designee. Upon return, the employee will prepare an SF-71 and obtain written approval from the immediate supervisor.

11.2 Sick Leave:

Sick leave is a benefit accrued by the employee for use in medical treatments or during periods of incapacitation. Employees are encouraged to receive medical, dental and optical examinations and treatments outside of duty hours. Sick leave may be taken in increments of fifteen (15) minutes, and may NOT be used in lieu of annual leave.

Scheduling and Approval: The employee will secure advance approval for medical, dental or optical appointments by using the SF-71. Advanced sick leave may be granted if the employee has no sick leave available, following applicable laws, rules and regulations.

Unscheduled Sick Leave: When unscheduled sick leave becomes necessary, employees will notify their immediate supervisor one (1) hour after the customer service band begins or within one (1) hour of a scheduled start time for employees performing shift work. If the immediate supervisor is unavailable, the employee will notify the second level supervisor, or his/her designee. Upon return, the employee will prepare an SF-71 and obtain written approval from the immediate supervisor. Employees may be required to furnish a medical certificate if such sick leave exceeds three (3) consecutive work days.

11.3 Leave Without Pay - LWOP:

Following applicable laws, rules and regulations, LWOP may be granted in lieu of sick or annual leave. When an employee is on LWOP under the provisions of this Article, he/she will be entitled to active employment at the end of the approved leave period at the same grade and salary and in accordance with applicable laws, rules, regulations and this Agreement.

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

11.4 Transfer of Leave:

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

11.5 Absence Without Official Leave - AWOL:

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

11.6 Administrative Leave:

Administrative leave may be granted, consistent with applicable rules and regulations, and policies established by the Employer.

11.7 Tardiness:

Brief infrequent periods of tardiness may be excused without charge to leave, if such tardiness was for good cause.

11.8 Leave Restriction:

When there is sound reason to believe an employee is improperly using sick leave, the employee will be counseled and provided an opportunity to correct the perceived problem. If a problem exists and is not corrected based on the counseling, the employee may be issued a Letter of Warning. The letter of warning will not be placed in the Official Personnel Folder. This letter will include the evidence supporting the basis for a determination of improper leave use, what the employee must do to correct the problem, and the nature of leave restriction which may result if the problem is not corrected.

(Certain language is before the Federal Labor Relations Authority pending resolution of a negotiability dispute. If the language is deemed negotiable by the Authority, it will be included by addendum as the first sentence of this paragraph.) Such leave restriction will be fair, reasonable, and equitably applied to all employees. The leave restriction will explain the reason for the restriction, the conditions for presentation of evidence in order to obtain approval of subsequent leave requests in that category, the type(s) of acceptable

evidence, and the consequences of not providing such evidence.

11.9 Removing/Sustaining Leave Restriction:

In cases where an employee has been placed on leave restriction, and there have been no further problems of the type which gave rise to the leave restriction after ninety (90) days, the leave restriction will be removed.

In all cases of leave restriction, a review will be made no later than the third month of the restriction. At that time, a determination will be made, based on the evidence, whether to remove the employee from leave restriction, or continue the restriction. The employee will be notified in writing of this determination and its supporting evidence.

Extensions of leave restriction beyond ninety (90) days will be in ninety (90) day increments, and will be removed as soon as the employee has completed a ninety (90) day period with no further problems of the type which gave rise to the restriction.

Leave restrictions cannot place tighter requirements on an employee than those outlined in this Article.

11.10 Hazardous Weather:

When closing of the office becomes necessary because of inclement weather or other conditions which warrant such closing, the Employer will notify the employees on duty as soon as possible. When employees are not on duty at the time the decision is made by the Employer, reasonable efforts will be made to notify employees by telephone. If telephone service in a significant portion of the metropolitan area is interrupted, the Employer will make reasonable attempts to use the mass media to notify employees. The Employer will excuse employees from duty when closing of the office becomes necessary.

If the building opens late as a result of hazardous weather conditions, the Customer Service Band hours will be used as a reference point for purposes of determining administrative leave entitlement. Such determination will be made by the Employer and will be made on a fair and equitable basis in accordance with laws and regulations.

If an emergency condition exists which prevents bargaining unit employees from getting to work and the duty station is not closed, Management will adopt a liberal leave policy, including advanced annual leave or leave without pay. Emergency conditions are defined as those which are usually severe and disruptive to normal travel or transportation of employees between their homes and duty stations.

ARTICLE XII. PERFORMANCE APPRAISAL

12.1 Purpose:

The performance appraisal is the determination of an employee's performance as it is measured against the standards which have been established; therefore, this determination is of vital importance to the employees and the Employer in fulfilling the responsibilities which have been entrusted to them by the Public.

The Parties agree that the performance appraisal system as contained herein shall be the exclusive performance appraisal system for bargaining unit employees, and will be in accordance with provisions of applicable laws, rules and regulations, and this Agreement.

Any conflict between an Agency-wide regulation and this Agreement will be resolved in favor of this Agreement. Employees will not be evaluated on duties and responsibilities which they were not given the opportunity to perform.

Performance elements and standards must be consistent with the duties and responsibilities contained in the employee's position description. Employees will review and provide input into the standards prior to implementation. Written standards will be given to employees within thirty (30) days after entry into a position, or within thirty (30) days of change in position.

12.2 Rating Cycle:

Employees will be given an annual performance rating, except in unusual circumstances, in which case the rating period will not exceed fifteen (15) months. The shortest period of time for which employees can be rated is 105 days, since this is normally considered the minimum amount of time for which an objective appraisal of an employee's overall performance can be made.

12.3 Employee Accomplishments:

The employees will be provided written accomplishments for elements appraised at the Fully Successful, Exceeds Fully Successful, and Does Not Meet Fully Successful levels.

12.4 Within-Grade Increases:

An employee will not be denied a within-grade increase except for just and sufficient cause as to promote the efficiency of the Agency. Employees will be given sixty (60) days advance notice prior to a within grade increase denial.

12.5 Actions Based on Unacceptable Performance:

- A. Prior to initiating any action based on unacceptable performance, a formal warning notice (Performance Improvement Period) of at least ninety (90) days shall be given to the employee. Such notice shall specify in writing what the employee must do to bring performance to an acceptable level during the warning period and what assistance and training will be provided to the employee in this effort.

- B. At the end of the Performance Improvement Period, if the employee's performance is still unacceptable, an employee whose reduction in grade or removal is proposed is entitled to:
 - 1. Thirty (30) days advance written notice which identifies specific instances of unacceptable performance by the employee on which the proposed action is based;

 - 2. The critical elements of the employee's position involved in each instance of unsatisfactory performance;

 - 3. Notice of right to representation;

 - 4. Fifteen-day time period to answer; and

 - 3. If an adverse decision is made, notice of appeal rights, including ability to grieve a decision based on unacceptable performance through the negotiated grievance procedure or through the Statutory Appeals Process, but not both.

ARTICLE XIII. MERIT PROMOTION PLAN

Policy Statement:

It is the policy of the Employer to utilize employee skills and qualifications by selecting and promoting employees on the basis of merit. In accordance with this policy and to encourage a high level of employee performance, satisfaction, and morale, selections, when made, will be from among the best qualified applicants referred.

All merit promotion actions and procedures will be applied in a consistent manner with equity to all employees and without regard to race, color, creed, religion, sex, national origin, age, marital status, physical handicap, or labor organization affiliation or non-affiliation, and shall be based solely on job-related criteria.

If a selection is made using Merit Promotion Procedures, the Federal Crop Insurance Corporation's Merit Promotion Plan as modified herein shall be the exclusive plan used for filling positions for which bargaining unit employees may apply.

When training is required for promotion, or will result in promotion, the selection of the trainees from among the eligible employees will be in accordance with the FCIC Merit Promotion Plan, and this Article.

The Employer will, as required, schedule and invite Union Representatives to a meeting for review of Merit Promotion Procedures. The Merit Promotion Program will be reviewed to promote understanding of the mechanics utilized in administering the program.

13.1 Objectives of the Plan:

- A. To bring to the attention of Management the best qualified applicants available. If a selection is made, it will be from among those applicants properly ranked and certified best qualified;
- B. To give employees an opportunity to receive fair, equitable, and proper consideration for higher level positions;
- C. To provide an incentive for employees to improve their performance and develop their knowledge, skills, and abilities; and
- D. To provide career opportunities for employees.

13.2 Career Promotion Procedures:

Career ladder promotions, which are the range of grades in an occupational series which represent the levels at which all employees are given experience and will be promoted as they demonstrate by a fully successful performance rating the potential to perform at the

next higher level.

13.3 Area of Consideration

- A. The minimum area of consideration for all positions covered by competitive merit promotion procedures is based on the full performance level of the position, as follows:

FULL PERFORMANCE LEVEL	MINIMUM AREA OF CONSIDERATION
GS-8 and below and WG/WS FCIC, Local Commuting Area	FCIC, Nationwide
GS-9-12, GM-13	

- B. The minimum area of consideration may be extended when fewer than two (2) qualified candidates apply.

13.4 Vacancy Announcement:

- A. A Vacancy Announcement will be prepared in accordance with the Position Description for the job series and grade level(s) involved.
- B. The Vacancy Announcement will be posted on the bulletin board, and will contain, as a minimum, the following information:
- (1) Name of Agency;
 - (2) Announcement Number;
 - (3) Opening and Closing Dates;
 - (4) Position Title, Series and Grade;
 - (5) Location of Position;
 - (6) Number of Positions (when filling more than one);
 - (7) Qualification Requirements;
 - (8) Statement indicating promotion potential;
 - (9) Name, Address, and Phone Number of Contact Person;
 - (10) Forms required for applying for position;
 - (11) EEO Statement;
 - (12) Test to be used, if any;
 - (13) KSA's Required;
 - (14) Summary of Duties of the Position; and
 - (15) A statement of bargaining unit status.
- C. The Vacancy Announcement will be issued to all FCIC Divisions and Branches and a copy will be provided to the Union.
- D. The SF-171 should address the Knowledges, Skills and Abilities required for the position and listed on the vacancy announcement.

13.5 Evaluation of Candidates:

- A. In any instance where seven (7) or more applicants for each position to be filled (regardless of number of grade levels advertised) meet basic eligibility requirements, a Merit Promotion Panel will be convened in accordance with the requirements of the USDA and FCIC Merit Promotion Plans, and this Article.
- B. The Employer will explain to the panel members the evaluation method to be used.
- C. Each applicant will be assigned a rating of 3 (Outstanding), 2 (Fully Successful), or 1 (Minimally Acceptable), based on their comparison of documents submitted, and the qualifications and/or requirements of the Vacancy Announcement. It is understood that KSA's will not be used in this process.
- D. The rating assigned each application will be entered on Form AD-735, Evaluation of Candidate Form.
- E. The ratings assigned each application will be verified and totaled; and the seven (7) highest rated candidates will be placed on the Promotion Certificate. The only time more than seven (7) applicants for each position will be referred to the Selecting Official is in the case of an exact tie in ratings by the panel.
- F. When fewer than seven (7) candidates for each position meet basic eligibility requirements, all will be referred to the Selecting Official.
- G. (Certain language is before the Federal Labor Relations Authority pending resolution of a negotiability dispute. If the language is deemed negotiable by the Authority, it will be included by addendum as Article 13.5G of this Agreement.)

13.6 Selection of Candidates:

- A. If one (1) referred applicant is interviewed, all applicants must be interviewed.
- B. If any position for which bargaining unit employees may apply is canceled, the reason for the cancellation will be submitted to the Exclusive Representative using the form which is Appendix C of this agreement.

13.7 Other Appropriate Recruitment Methods:

When utilizing more than one method of recruitment, the Merit Promotion Certificate will be given to the Selecting Official, and first consideration will be given to the bargaining unit employees.

ARTICLE XIV. REDUCTION IN FORCE, REORGANIZATION, TRANSFER OF FUNCTION, JOB ABOLISHMENT, TECHNOLOGICAL CHANGE, AND FURLOUGH FOR MORE THAN THIRTY (30) DAYS

14.1 Applicability:

The provisions of this Article apply when the Employer makes a decision to:

- A. Conduct a reduction-in-force (RIF);
- B. Reorganize;
- C. Transfer a function;
- D. Abolish a position which in turn causes a RIF;
- E. Introduce a technological change which results in the loss of pay for any member of the bargaining unit; or
- F. Furlough for more than thirty (30) days.

The activities covered in this Article will be accomplished in accordance with applicable laws, rules, regulations, and this Agreement.

14.2 Regulatory Information:

The Employer agrees to make available for review, pertinent OPM regulations, classification standards and qualification standards.

14.3 General Notice:

If the employer issues a General Notice, appropriate OPM-DPM regulations will be followed:

The Employer will provide to the Union the following information at the time a General Notice is issued (or at the time the Specific Notices are issued, if the decision is made not to issue a General Notice):

- A. Reason for the action;
- B. Competitive area;
- C. Proposed effective date;
- D. A list of affected positions;
- E. Current retention register;

- F. Position descriptions of affected employees; and
- G. Approval letter from OPM authorizing early-out retirements, if applicable.

14.4 Specific Notice:

The Employer will notify each affected employee in writing. Upon receiving the notice, the employee will sign and date a letter indicating receipt of the Specific Notice. If the notice is hand delivered, a representative of the Union will be afforded the opportunity to be present. The Specific Notice will include the information required by Federal Personnel Manual Chapter 351. Employees will be afforded a minimum of five (5) working days, commencing with the first work day following the day of receipt, in which to make a decision and communicate that decision to the Employer.

14.5 Procedure:

The Employer will review all existing and newly created vacancies during the life of the RIF to determine if there is a potential placement opportunity for employees adversely affected by the RIF.

Adversely affected employees who possess the capacity, adaptability, and special skills required for vacant positions, and who meet the minimum qualification and education requirements, if any, may be placed in those positions when it is determined that the employee could perform the duties and responsibilities of the position in a satisfactory manner within ninety (90) days. The Employer agrees to provide guidance and on-the-job training to help the employee meet this goal.

14.6 Priority Repromotion and Reemployment Rights:

When the area of consideration is inside the Agency, the Employer agrees to give first consideration to employees adversely affected for repromotion to their former or intervening grades.

When the area of consideration is outside the agency, the employer agrees to give first consideration for reemployment to employees adversely affected to their former or intervening grades. Job offers of reemployment will be made in accordance with retention standing.

14.7 Grade and Pay Retention/Relocation Expenses:

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

14.8 Competitive Area:

The competitive area will include all offices in the Kansas City complex.

14.9 Outplacement Program:

The Employer will develop and implement a vigorous outplacement program for affected employees. Seminars will be held for affected employees interested in finding positions outside the Agency. This seminar will cover resume writing, interviewing, job markets, developing a job campaign, general career planning and information about the OPM Displaced Employee Program.

ARTICLE XV. HEALTH AND SAFETY

15.1 Safety:

The Employer will provide and maintain safe working conditions for all employees in accordance with OSHA requirements. Both the Employer and the Union recognize the importance of safe working conditions for employees and agree to cooperate in this endeavor and to encourage all employees to work in a safe manner.

The Employer agrees to conduct any movement of employee work stations, building repairs, or major cleaning projects on non-duty time whenever possible. If such work is performed during duty hours, employees with health-related problems will be moved to another area. If no suitable area is found, the employee will be released on appropriate leave.

The Employer will consider from any individual employee or Union representative, suggestions which offer practical and feasible ways of improving safety conditions. The Employer will initiate prompt and appropriate action to correct any unsafe working condition which is reported or observed.

15.2 Space Allocation:

The Employer agrees to distribute minimum space allocations for each employee, following regulations, taking into consideration such factors as equipment used by the employee.

15.3 Video Display Terminals:

Employees who suspect that an adverse health effect is caused by use of a video display terminal or microfiche reader may make a report of the alleged unhealthy conditions to the Employer. The Employer agrees to review factors associated with the video display terminal or microfiche reader which are related to known adverse health effects. The Employer further agrees to utilize corrective measures to reduce the effect of the adverse factor, such as:

- A. Rest periods will be provided by the supervisor as required;
- B. Providing a hood or non-glare screen;
- C. Allowing ample leg room; and
- D. Indirect lighting for best screen illumination and glare.

15.4 Health and Job-Related Injuries:

An employee is required to give his/her immediate supervisor written notice of injury within 48 hours after he/she is injured in the performance of duty. This written notice must be on Form CA-1 and 2. An injured employee is entitled to first aid and medical care for the injury. This includes hospital care when needed. Employees injured or

becoming ill on the job should immediately visit the Health Unit for treatment. If the Health Unit is closed and an employee needs or requests medical care as the result of work-connected injury or illness, the employee may be taken to the nearest hospital emergency room for treatment.

If an employee is injured on the job, he/she may be entitled to compensation for loss of wages. Additional and more detailed information regarding injury compensation may be found in the Personnel Office.

15.5 Designated Smoking Areas:

The current canteen will become an all employee non-smoking break room and will contain the vending machines.

The current copy center, behind the existing break room, will be converted to a smoking break room, which will be provided with improved lighting, new trash receptacle, pictures, and furniture when available. A door will be placed on the north hallway side of the all-employee break room to allow easier access to the vending area for employees using the smoking room.

Conference rooms are to be designated as non-smoking areas.

ARTICLE XVI. FURLOUGH FOR THIRTY DAYS OR LESS

16.1 Purpose:

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

16.2 Notification to the Union:

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

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

16.3 Notification to Employees:

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

16.4 Volunteers:

When necessary to furlough some but not all employees in an organizational segment, the Employer will first solicit volunteers at the affected work site. Employees may either make known their willingness to accept a furlough or they may submit a voluntary request for leave without pay (LWOP).

If a sufficient number of volunteers do not come forth, the Employer will select employees for furlough on a retention standing basis. Any employees not furloughed must be qualified to perform the functions that will continue to be performed during the period of furlough.

16.5 Scheduling Furlough Days:

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

16.6 Leave During Lapse of Appropriations:

Employees who are on approved annual leave when a furlough is required due to lapse of appropriations will be permitted to complete the approved leave. Upon expiration of the approved leave, if the lapse of appropriations persists, the employees will be furloughed. Employees on sick leave during a lapse of appropriations are subject to these same

conditions.

16.7 Employee Compensation During Lapse of Appropriations:

Employees who are required to report for duty during a lapse of appropriations will be fully compensated in accordance with law and regulation.

Employees who are furloughed because of lapse of appropriations will be retroactively paid and otherwise compensated when appropriations are approved if in accordance with law and regulations and provided for in the appropriations.

16.8 Benefits:

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

ARTICLE XVII. DETAILS

17.1 Definitions:

A detail is the temporary assignment of an employee to a different position for a specified period, with the employee returning to his/her regular duties at the end of the detail. Technically, a position is not filled by a detail, as the employee continues to be the incumbent of the position from which detailed.

Details are intended only for meeting temporary needs of the Agency's work program when necessary services cannot be obtained by other desirable or practicable means. It is recognized that details may be appropriately made under circumstances such as the following:

- A. Emergency details: To meet emergencies occasioned by abnormal overload, special projects or studies, change in mission or organization, or unanticipated absences; and
- B. Other details: Pending official assignment, pending description and classification of new position, pending security clearance, and for training purposes (particularly where the training is a part of established promotional or developmental programs).

The Employer agrees to abide by all laws, rules and regulations that pertain to details.

17.2 Authority:

Detail assignments will be accomplished in accordance with the Federal Personnel Manual and the Departmental Personnel Manual, Chapters 300.

17.3 Documentation:

Details in excess of thirty (30) days will be documented on an SF-52 by the Employer and placed in the employee's Office Personnel Folder. Employees are encouraged to update their SF-171s to document experience gained in any detail assignment.

17.4 Temporary Promotion:

When it is known in advance that a detail to a higher grade is expected to last for more than 30 days, a temporary promotion will be made effective at the beginning of the assignment, if the employee is qualified for the higher grade.

In cases where an employee does not meet requirements for temporary promotion, details to higher graded positions will not last beyond 120 days without using competitive procedures.

ARTICLE XVIII. GRIEVANCE PROCEDURE

18.1 Purpose and Scope:

The purpose of this Article is to provide a mutually acceptable method for the Parties to promptly and equitably settle a grievance filed by an employee, group of employees, the Union or the Employer. This negotiated procedure shall be the exclusive procedure available to bargaining unit employees and/or the Parties for resolving grievances except as provided in Section 18.3 of this Article.

It is recognized that during the course of working relationships, misunderstandings arise which, if not corrected, can result in low morale and productivity. The Parties agree that open and honest communication between employees and their immediate supervisors is a display of trust that concerns can be explained and/or resolved without third-party intervention. Employees will communicate with their immediate supervisors about concerns over a working condition, personnel policy or practice which they feel gives rise to unfairness in the work area. The immediate supervisor will, in turn, communicate openly and honestly with the employee concerning working conditions, personnel policies and practices which brought about the situation.

18.2 Grievance Definition:

For the purposes of this Article, a grievance means any complaint:

- A. By any employee, group of employees, the Union or the Employer concerning any matter relating to the employment of the employee; or
- B. By any employee, group of employees, the Union or the Employer concerning:
 - 1. The effect of interpretation, or a claim of breach of this Collective Bargaining Agreement; or
 - 2. Any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment.
- C. Except that it shall not include a grievance concerning:
 - 1. Any claimed violation relating to prohibited political activities;
 - 2. Retirement, life insurance or health insurance;
 - 3. A suspension or removal for national security reasons;
 - 4. Any examination, certification or appointment;
 - 5. The classification of any position which does not result in the reduction in grade or pay of the employee; or

6. Personnel actions as a result of a RIF.

18.3 Appeal or Grievance Options:

Matters covered under Sections 4303 (reduction in grade, or removal for unacceptable performance) and 7512 (removals, suspensions for more than fourteen (14) days, reduction in grade or pay, or furlough for thirty (30) days or less), of Title 5 of the USC may, at the discretion of the aggrieved employee, be raised either under the appropriate Statutory procedures (MSPB) or under the negotiated grievance procedure, but not both.

For the purposes of this Section, an aggrieved employee shall be deemed to have exercised his/her option to raise a matter either under the applicable Statutory procedures or under the negotiated grievance procedure at such time as the employee timely files a written notice of appeal under the applicable Statutory procedures, or timely files a formal grievance in writing in accordance with the provisions of the Parties' negotiated grievance procedure, whichever event occurs first.

18.4 Questions of Grievability or Arbitrability:

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

18.5 Role of the Union:

The Union shall be recognized as the representative of the aggrieved employee(s) unless such employee(s) wishes to personally handle the grievance and so informs the official to whom the grievance is being presented. No employee representative other than the Union will be recognized under these procedures.

If any employee chooses to present a grievance on his/her own behalf, the Union shall have the right to have a representative present during the grievance proceeding on official time. The Employer will notify the Union, in advance, of any meeting held between the grievant and the Employer concerning the grievance.

When the Union is representing the employee(s), it may present the grievance with or without the employee(s) being present. All communication from management officials shall be transmitted simultaneously to the employee(s) and the Union representative. The Employer shall provide the Union representative with records pertinent to the grievance, if requested.

18.6 Processing Requirements for All Grievances:

All time limits stated in the grievance procedure will be adhered to unless an extension of time is mutually agreed upon. The requesting party must give

reasons for any request for extension. Failure by the Employer to meet the time limits, without any mutual agreement having been made to extend the limits, will be cause for the grievance to be moved to the next step. Failure by the employee representative to meet the time limits, without any mutual agreement having been made to extend the limits, will be cause for the grievance not to be accepted at the next level.

At any stage during this procedure, the grievant and/or representative may request a meeting to discuss the issues, or request a telephone conference in lieu of a meeting, if appropriate. The Parties agree that should a grievance reach the stage where the charged Party is not located in Kansas City, the charged Party may designate in writing to the grievant/representative an appropriate member of management in Kansas City to represent them and act in their behalf at such meeting.

The Parties will make an honest and valid effort to resolve a grievance informally and to explore all options and alternatives before resorting to the formal grievance procedure.

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

The Parties agree that in order for grievances to be properly processed, the procedure must begin with the informal stage.

A. Processing Informal Grievances:

In the interest of uniform procedure and to expedite handling, employees are expected to present their problems or grievances to their immediate supervisor.

If a grievance is not brought to the attention of the employee's immediate supervisor within thirty (30) calendar days after the occurrence of the matter, or when the grievant first had knowledge of the matter out of which the grievance arose, the grievance shall not be accepted. Extensions may be mutually agreed upon to provide for unusual circumstances.

Within fifteen (15) calendar days, the Parties will meet to discuss and attempt to resolve the grievance informally. If the discussion produces a resolution to the informal grievance, the resolution will be reduced to writing and signed by both Parties.

If such discussion fails to produce a decision which will resolve the grievance, the grievance may be moved to the next step.

It is understood that the above meeting and the written response will occur within the stated fifteen (15) calendar-day period.

B. Processing Formal Grievances:

1.Step 1:The grievant/representative may, within fifteen (15) calendar days of receipt of the written decision, initiate Step 1 of the formal grievance procedure by providing a written notice to the supervisor at the level immediately above the supervisor rendering the negative decision at the informal stage. This written notice must contain the following information:

- a. Grievant's name, title and grade;
- b. The nature of the grievance as it affects the employee;
- c. The violations of the Agreement or how the grievant(s) has been adversely affected;
- d. Describe the efforts taken to resolve the complaint with the immediate supervisor at the informal stage;
- e. Identify the grievant(s) representative by name and position; and
- f. Identify corrective action required.

Within fifteen (15) calendar days of the filing of Step 1 of the formal grievance, the Parties will meet to discuss the grievance. The grievant/representative shall have access to pertinent documents and an opportunity to discuss the grievance with knowledgeable persons.

If the grievance is resolved at this stage, the resolution will be reduced to writing by the charged Party and signed by both Parties. If such discussion fails to produce a resolution, the charged Party will reduce the decision to writing and forward to the grievant/representative, if applicable.

It is understood that the above meeting and the written response will occur within the stated fifteen (15) calendar-day period.

2.Step 2: The grievant/representative may within fifteen (15) calendar days of the receipt of the negative decision, initiate Step 2 of the formal grievance procedure by providing a written notice to the supervisor at the level immediately above the supervisor rendering the negative decision at Step 1 of the formal stage. This written notice must contain the following information:

- a. All documentation contained in Step 1 of the formal grievance; and
- b. Any other information which may assist in the resolution of the grievance.

The supervisor will consider the grievance along with all related documentation and information contained in the grievance file and will render a written decision within fifteen (15) calendar days of receipt of the appeal.

Should the written decision represent a resolution of the grievance, the resolution will be reduced to writing and signed by both Parties.

If the grievance is not resolved, arbitration may be invoked within fifteen (15) calendar days of receipt of the negative decision, in accordance with Article 19 of this Agreement.

18.8 Grievance Filed by the Employer:

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

If the grievance is not resolved the Employer may, within fifteen (15) calendar days of the receipt of the negative decision of the President, invoke arbitration in accordance with the provisions of Article 19.

18.9 Grievance Filed by the Union:

Grievances filed by the Union shall be submitted in writing to the appropriate Assistant Manager within thirty (30) calendar days of the date of the occurrence of the event (or upon becoming aware of the occurrence) on which the grievance is based. It must state specifically and in detail the nature of the grievance, previous efforts to avoid or resolve the grievance informally, the results, if any, and the corrective action desired. The Assistant Manager (or designee) shall render a written decision within thirty (30) calendar days of receipt of the grievance.

If the decision resolved the grievance, the resolution will be reduced to writing by the Employer and signed by both Parties. If the grievance is not resolved, the Union may, within fifteen (15) calendar days of receipt of the written decision, invoke arbitration in accordance with provisions of Article 19.

ARTICLE XIX. ARBITRATION

19.1 Procedures and Conditions for Arbitration:

- A. Only the Union or the Employer may invoke arbitration. To do so, either Party shall serve written notice of such intent on the other within fifteen (15) calendar days of receipt of the final decision rendered under the provisions of Article 18 of the Agreement.
- B. The Party invoking arbitration shall, within five (5) calendar days of the request for arbitration, request the Federal Mediation and Conciliation Service (FMCS) to furnish the Parties a list of five (5) impartial persons qualified to act as arbitrators. The Party requesting arbitration will contract the charged Party within ten (10) calendar days after the receipt of the list for the purpose of selecting an arbitrator.
- C. If the Parties cannot mutually agree upon one of the listed arbitrators, they will each strike one arbitrator's name from the list of five (5) and then repeat the procedure until one person remains who shall be the duly selected arbitrator. The following procedure shall be used: If the date of the transmittal letter from FMCS is an odd number, the Union shall make first selection. If the date of the transmittal letter is an even number, the Employer shall make the first selection. The remaining person shall be the duly selected arbitrator.
- D. If either Party refuses to participate in the selection of an arbitrator, the other Party may then select any person from the FMCS roster to be the duly selected arbitrator.
- E. The Parties shall strive for a joint submission of the issue(s) for arbitration. If this fails, each shall provide a separate submission and the arbitrator will determine the issue(s) to be heard.
- F. The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by the Employer and the Union; however, if either Party refuses to present a question of arbitrability to the arbitrator or otherwise fails to proceed to arbitrate the grievance or refuses or unduly delays the implementation of the arbitrator's award, that party shall pay the total cost of arbitration.

19.2 Arbitration Hearing:

- A. The arbitrator hearing will be held on Employer premises or premises furnished by the Employer during the regular day-shift hours of the basic workweek.

- B. The arbitration will be conducted as an oral proceeding, and formal rules of evidence will apply. Either Party may file a brief and/or may request a verbatim transcript at a shared cost between the parties.
- C. The hearing will be presented in its entirety without regard to length of hearing or any other commitment of the Parties or the arbitrator.
- D. Absent a negative arbitrator's decision upon the arbitrability of a grievance, the arbitrator shall hear arguments regarding both the arbitrability and merits of the case at the same hearing; however, the Parties may mutually agree otherwise in complex cases which could involve several days of hearings.
- E. A list of witnesses, if applicable, will be submitted by each Party three days prior to the scheduled hearing. The Employer will notify the supervisors of bargaining unit employees who are witnesses, of the designated hearing time.
- F. In considering the case, the arbitrator shall have authority to define the explicit terms of this Agreement; however, the arbitrator shall have no authority to add or modify any terms of the Agreement.
- G. The arbitrator will be requested at the hearing to render a decision as quickly as possible, but in any event not later than thirty (30) calendar days after the conclusion of the hearing, unless the Parties mutually agree to extend the time limit.

19.3 Arbitrator's Award:

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

19.4 Expedited Binding Arbitration:

When arbitration is invoked in accordance with section 19.1(A) of this Article, a request may be made in writing by the Party invoking arbitration that an expedited method of arbitration be substituted for the normal procedure.

All issues may be subject to expedited arbitration only by mutual consent of the Parties.

The arbitrator shall be informed of the name(s) and title(s) of the representatives of the Parties, identification of the action(s) being appealed, requested date for hearing, and the place and time of hearing. The hearing shall take place as soon as possible.

The arbitration hearing in this expedited method shall be conducted as follows:

- A. The hearing will be informal;
- B. No briefs will be filed or transcripts made;
- C. Formal rules of evidence shall not apply;
- D. Representatives of the Union and the Employer shall present their respective cases; and
- E. The arbitrator bears the responsibility for a fair hearing, at which all necessary facts and considerations are presented.

Decisions rendered under this expedited arbitration procedure shall be binding but not be precedent-setting, insofar as such decisions shall not be cited in the presentation of future grievances or arbitration cases.

ARTICLE XX. DISCIPLINARY AND ADVERSE ACTION

20.1 Definitions and Procedures

- A. **Definition:** For purposes of this agreement, a disciplinary action is defined as a written reprimand, or a suspension from duty for fourteen (14) days or less. An adverse action is defined as suspension for more than fourteen (14) days, furlough without pay for thirty (30) days or less, removal, or involuntary reduction in grade or pay.

Letters of warning from a supervisor to an employee counseling or cautioning the employee on his/her conduct or performance shall not be processed in accordance with Section D of this article. An employee who is issued a Letter of Warning may respond. This response will be attached to the Letter of Warning. Such letter(s) will not be placed in the Official Personnel File.

- B. **Preventing Disciplinary and Adverse Action Situations:** The Parties agree that Primary emphasis should be placed on preventing situations which may result in disciplinary/adverse actions and that employees in many cases could be more effectively helped by informal discussion between the employee and the immediate supervisor and/or other appropriate counseling.

Excepted from the above procedure shall be those cases of criminal misconduct and other misconduct warranting formal disciplinary action in the first instance.

Disciplinary and adverse actions must be based on just cause, be consistent with applicable laws and regulations, and be fair and equitable.

- C. **Representation During Investigations:** Employees of the unit are entitled to Union representation at all examinations in connection with a disciplinary/adverse action investigation.
- D. **Procedures:** Disciplinary/adverse actions shall be initiated and processed in accordance with applicable regulations. Grievances over disciplinary and/or adverse action decisions shall be processed in accordance with the provisions of this Article, and of Article 18.7(B).

It is further agreed by the Parties that in the event an employee is issued a notice of proposed disciplinary or adverse action, the employee must be afforded and made aware of all his/her rights and privileges. In all cases, the employee and his/her designated representative shall be given the opportunity to review any and all evidence presented and to reply to the charges orally and/or in writing, using the assistance of the Union as desired. Evidence against an employee shall be made available to the employee and representative, and both shall be given a reasonable amount

of official time to review such evidence and prepare a reply.

If the employee elects to be represented by the Union, copies of all correspondence concerning disciplinary or adverse actions addressed to the employee will be furnished to the employee in duplicate.

1. Employee(s) who are issued an official reprimand will be notified of their right to grieve the action through the negotiated grievance procedure.
2. Employee(s) against whom a disciplinary suspension (e.g., less than fifteen (15) days) is proposed are entitled to:
 - a. At least fifteen (15) days advanced written notice, unless there is reasonable cause to believe that the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action;
 - b. A reasonable time, but not less than seven (7) days, to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer;
 - c. Have a representative; and
 - d. A written decision which includes the specific reasons therefore, and the effective date, if necessary, at the earliest practicable date. The decision will also advise the employee of his/her right to grieve the decision through the negotiated grievance procedure.
3. Employee(s) against whom an adverse action is proposed (other than for unacceptable performance or reduction-in-force) are entitled to:
 - a. At least thirty (30) days advance written notice, unless there is reasonable cause to believe that the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action;
 - b. A reasonable time, but not less than fifteen (15) days, to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer;

- c. Have a representative; and
- d. A written decision which includes the specific reasons therefore and the effective date, if necessary, at the earliest practicable date. The decision will also advise the employee of his/her right to appeal the decision to the Merit Systems Protection Board (MSPB) or through the negotiated grievance procedure, but not both. The appropriate MSPB address shall be included in the letter, as well as notification of the right to seek Union representation, should the employee desire to pursue redress through the negotiated grievance procedure.

E. Appeal of Final Decision: A final written decision of an adverse action may be grieved through the negotiated grievance procedure, or appealed to MSPB (following their procedures), but not both. Matters for which a statutory appeal process exists and which also fall within the coverage of the negotiated grievance procedure, may, at the discretion of the aggrieved employee, be raised either under the Appellate Procedure or under the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised his/her option to raise the matter, under either a statutory procedure or the negotiated procedure, at such time as the employee timely initiates an action under the applicable statutory procedure, or timely files a grievance in writing, whichever even occurs first.

20.2 Extension of Time:

Employee(s) against whom actions are proposed as in Section 20. Above, may, for good cause, be granted an extension of up to thirty (30) days to reply.

ARTICLE XXI. POSITION DESCRIPTIONS

21.1 Procedure:

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

21.2 Desk Audits/Classification Appeals:

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

ARTICLE XXII. CONTRACTING OUT

22.1 Policy:

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

22.2 Notification:

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

22.3 Management Study:

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

22.4 Contracting-Out Decisions:

Once a final decision is made by the Agency regarding the contracting-out proposal, the Employer agrees to meet with the Union to negotiate implementation of the decision and any impact implementation may have on bargaining unit employees.

22.5 Surplus Employees:

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

ARTICLE XXIII. TRAINING

23.1 Policy

The Employer and the Union agree that the training and development of employees within the Unit is a matter of primary importance to the Parties. The Employer will make every reasonable effort to provide maximum training and development of all employees in all elements of their position. The Employer and the Union also recognize that each employee is responsible for applying reasonable effort, time, and initiative in increasing his/her potential through self-development and training. The Parties agree that employees should apply themselves toward achieving an average or better accomplishment in courses paid by the Employer.

Where the Employer requires employees to attend job-related training courses or sessions, the employee shall be given reasonable notice, normally no less than two (2) weeks.

23.2 Individual Development Plans (IDP):

In conjunction with the yearly performance appraisal, bargaining unit employees may complete an IDP for the coming year. This training plan will be discussed by the employee and the supervisor, together with the Personnel Office, when requested, to encourage agreement between the employee's training requests and the Agency's needs. This IDP may be updated at any time during the year as the need arises. Training requests which are related to current official duties may be approved.

23.3 Expenses:

All reasonable costs directly related to approved employee training shall be borne by the Employer.

Requests by employees that training offered by outside institutions be authorized and paid for by the Employer will be considered in accordance with applicable regulations and this Agreement.

23.4 Documentation:

The Employer will record official training received in the Official Personnel Folder.

ARTICLE XXIV. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

24.1 Policy:

The Parties agree to cooperate in providing equal opportunity in employment for all employees and applicants for employment and to prohibit discrimination for reasons of race, color, sex, national origin, age, religion, or handicapping conditions. The Employer will be responsible for taking necessary action with the objective of ensuring a work place free of discrimination based on any of the factors listed above and will take appropriate remedial action when discrimination occurs.

24.2 Affirmative Action:

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

24.3 Counselor Selection Process:

The Employer shall fill EEO counselor vacancies through vacancy announcements, at such time as the agency is authorized to recruit a full-time EEO counselor. The Employer will ensure that all employees are made aware of the vacancy.

24.4 Union Representation:

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

24.5 Miscellaneous Provisions:

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

24.6 Sexual Harassment:

A. Sexual harassment is a form of discrimination which may undermine the integrity of the employment relationship. The Employer and the Union recognize that all employees should be allowed to work in an environment free from unsolicited and unwelcome sexual overtures.

Sexual harassment constitutes a violation of Title VII of the Civil Rights Act of 1964 since it discriminates against an employee on the basis of his/her sex; as such, it constitutes a prohibited personnel practice under 5 USC 2302(b)(1).

B. Sexual harassment is defined as: Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejections of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

C. An employee may grieve an incident of alleged sexual harassment or file a complaint of discrimination (but not both), regardless of whether the alleged incident results in the loss of an economic or employment benefit. For purposes of filing a grievance, an employee may grieve a single incident of alleged sexual harassment or conduct occurring on a continuing basis.

ARTICLE XXV. EMPLOYEE ASSISTANCE PROGRAM (EAP)

25.1 Purpose: The Parties recognized that alcoholism, drug abuse, and emotional-behavioral problems can impair work performance, conduct, and attendance and reliability. It is agreed that these issues could affect all parties concerned, and as treatable illnesses should be addressed in a humanitarian fashion without condoning the acts which could result from these illnesses. The active support and involvement of the Union is viewed as a key element in the success of the Employee Assistance Program. The Parties will work together to secure such involvement.

25.2 Policy:

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

25.3 Procedures:

- A. Employees may access the program on their own or through their supervisor/manager. Specific procedures on how to utilize the EAP is available in the Health Unit.
- B. Employees may be granted appropriate leave, consistent with laws, rules and regulations, to participate in the EAP.
- C. All records on EAP utilization are to be treated confidentially. Information on a particular employee's usage of the EAP will not be divulged without the written consent of the employee concerned.

25.4 Violations Outside Jurisdiction of EAP:

Many alcohol and drug-related activities, such as the use, possession, or sale of controlled substances, are violations of the criminal law or Agency procedures. FCIC officials and employees are required to report all such violations, either through supervisory channels or directly to their servicing security office. When there is reason to believe that criminal conduct is potentially harmful to the person or property of others, the first obligation is to those persons or properties, rather than to the employee involved. The selling of alcohol and drugs on Government property will be considered a criminal offense, punishable by law.

25.5 Health Benefits:

Each employee is responsible for the costs of treatment just as they are for any other health condition. Certain health insurance plans under the Federal Employee's Health Benefits Act provide benefits for treatment of some mental

health problems. Employees should consult their plans regarding coverage.

ARTICLE XXVI. UPWARD MOBILITY

The Employer and the Union agree that an effective Upward Mobility Program is in the best interest of the Agency.

26.1 Purpose and Scope:

The Upward Mobility Program will afford opportunities to employees to reach higher levels of potential. The Upward Mobility Program, as prescribed by this Article, will provide training and experience to employees of FCIC, Kansas City, Missouri, which goes beyond the normal staff development. The Parties agree that employees should apply themselves toward achieving an average-or-better accomplishment in courses paid for by the Employer.

26.2 Announcement Procedures:

Upward Mobility position(s) will be posted on the bulletin board and sent to each Division, Branch, and Section of FCIC, Kansas City, Missouri, and will contain the following provisions:

- A. Whether it is an Upward Mobility position;
- B. The Upward Mobility eligibility requirements;
- C. The entry and target position; and
- D. That the applicants should submit a written summary of how he/she could fulfill the duties of the position; a statement of career-goals; and a statement which reflects individual efforts to reach a higher level of potential.

26.3 Priority Consideration:

Bargaining unit employees will be given first consideration for any upward mobility position within the bargaining unit.

26.4 Selection Process:

Selection for Upward Mobility positions shall be made on a competitive basis, and shall be in accordance with all EEO principles and Article 13 of this Agreement.

ARTICLE XXVII. INCENTIVE AWARDS

27.1 INTRODUCTION:

This Article supplements the Federal Personnel Manual Chapter 451 and Department/Agency regulations, and covers all bargaining unit employees.

27.2 Purpose:

The Government Employee's incentive Awards Program is designed to encourage employees to participate in increasing productivity and improving Government operations. Additionally, it appropriately recognizes and rewards employees in a timely manner, as merited, for their achievements.

27.3 Definitions:

- A. **Superior Accomplishment Award:** A monetary or non-monetary award for a specific contribution resulting in tangible benefits or savings and/or intangible benefits to the Government. Superior Accomplishment Awards include awards for suggestions, inventions, and special acts or service.
1. **Sustained Superior Performance Award:** An award in which the performance appraisal shows that overall performance exceeds the fully acceptable level of competence.
 2. **Special Act or Service Award** (including Spot Awards): A contribution or accomplishment in the public interest which is:
 - a. A non-recurring contribution either within or outside of job responsibilities;
 - b. A scientific achievement; or
 - c. An act of heroism.
- B. **Contribution:** An accomplishment achieved through an individual or group effort in the form of a suggestion, invention, or a special act or service in the public interest connected with or related to official duties.
- C. **Non-monetary Award:** A medal, certificate, plaque, citation, badge, or other similar item that has an award or honor connotation.
- D. **Tangible Benefits:** Savings or costs avoided that can be measured in terms of dollars.
- E. **Intangible Benefits:** Benefits to the Government which cannot be measured in terms of dollars saved or costs voided.

F. **Quality Step Increase:** An increase in an employee's rate of basic pay from one step of the grade of his/her position to the next higher step for award purposes.

27.4 Recognition of Employee Representative:

The Employer will provide the Union with a list (including the name, date, type and award amount) of all awards given to bargaining unit employees each quarter.

Preamble

Pursuant to the policies set forth by the Civil Service Reform Act of 1978 regarding Federal Labor Management Relations, Labor organizations and collective bargaining are in the public interest. This Agreement is therefore made in accordance with Title VII of Public Law 95-454, by and between the Kansas City Operations Office of the Federal Crop Insurance Corporation, U.S. Department of Agriculture, hereinafter referred to as the EMPLOYER, and Local 858 of the National Federation of Federal Employees, hereinafter referred to as the UNION, and collectively referred to as the PARTIES.

The following Articles, together with any and all supplemental agreements, amendments and/or memoranda of understanding, which may be agreed to at a later date, constitute a total agreement by the Parties and are entered into pursuant to the Certificate of Representative dated March 24, 1971, and amended October 24, 1980; and the Recertification Certificate dated May 10, 1985 and Unit Certification 7-RO-70008 dated September 17, 1987.