

**EMPLOYEE RECOGNITION POLICY
FOR THE NORTH DAKOTA
FARM SERVICE**

OPTIONAL FORM 89 (7-90)

FAX TRANSMITTAL

of pages > 13

To JEREMY	From Ross B
Dept./Agency ER/LR	Phone # NORTH DAKOTA
Fax #	Fax #

NGN 7340-01-317-7900 6099-101 GENERAL SERVICES ADMINISTRATION

Section 1. Purpose

The parties agree that an employee recognition policy is a necessary and useful mechanism through which employee accomplishments can be recognized. This employee recognition policy is designed to fairly and equitably recognize and reward individuals and groups. This policy acknowledges contributions that lead to achievement of organizational, team, and individual results. The intent of this policy is to motivate employees to strive for excellence. Timely recognition provides a source of motivation for continued excellence.

Section 2. Coverage

This policy covers all Farm Service Agency employees, including the Farm Service Agency non-federal county employees. Excluded from coverage are political appointees at the GS-13 level and above (e.g., Executive Schedule).

Section 3. Legal Authorities that Govern Employee Recognition

Chapter 45, Title 5, United States Code (U.S.C.) provides authority to establish an employee recognition program (5 U.S.C. 4503); and Title 5 Code of Federal Regulations (CFR) Part 451.

The Federal Employees Pay Comparability Act of 1990 (FEPCA), Public Law 101-509, provides federal agencies authority to grant employees time-off from duty, without loss of pay or charge to leave, as employee recognition.

Regulatory requirements for Quality Step Increases for General Schedule (GS) employees are found in 5 CFR Part 531.

Section 4. Definitions

Approving Official – An individual that has been delegated the authority to approve recognition.

Nominating Official – Any Farm Service Agency employee.

Private Citizens – With the exception of FSA non-federal county employees, any non-federal individual, Conservation District employees, volunteers, state agency employees, and other mission related partners are considered private citizens.

Rating Official – An employee's first line supervisor or other person designated with responsibility for issuing ratings of record.

Reviewing Official - An employee's first line supervisor or other person designated.

Service Center Agencies (SCA) – The Farm Service Agency (FSA), Natural Resources Conservation Service (NRCS), and the mission areas of Rural Development (RD).

Section 5. Acronyms and Abbreviations

SCA - Service Center Agencies

CFR - Code of Federal Regulations

U.S.C. - United States Code

QSI - Quality Step Increase

TOA - Time Off Awards

AO - Administrative Officer

RD - Rural Development

NRCS - Natural Resource Conservation Service

FSA - Farm Service Agency

USDA - United States Department of Agriculture

NFC - National Finance Center

Section 6. Responsibilities

The State Executive Director is responsible for:

1. Ensuring that the recognition supports the Agency's mission, goals, and objectives.
2. Ensuring equity in the distribution of recognition.
3. Ensuring that employees are informed of recognition policies and procedures by providing training on the effective use of the recognition program in January and July of each year.
4. Conducting annual reviews to ensure the effective use of the program.
5. Emphasizing the importance of teamwork through the recognition of groups.
6. Encouraging innovative recognition at the local level.

The State Office Administrative Division is responsible for:

1. Providing technical and operational support and advice.
2. Ensuring the employee recognition policy is administered in a manner consistent with applicable law, rule, regulation and union contracts.
3. Processing personnel actions (awards) timely, including notification to approving and nominating official.
4. Ensuring that employee recognition records are maintained in the State Office Administrative Division in accordance with requirements in 5 CFR Parts 430 and 432.
5. Providing training on the employee recognition program as directed by the State Director.
6. Informing all FSA employees of award allocations remaining and awards approved to date on a monthly basis.
7. Distributing this policy to all employees.

Supervisors and Managers are responsible for:

1. Recognizing employees for specific achievements.
2. Ensuring equity in the distribution of recognition.

3. Considering input as appropriate from co-workers, customers, or other sources such as unions and employee organizations when making recognition decisions.
4. Recognizing contributions in a timely manner.
5. Emphasizing the importance of teamwork through recognition of groups.
6. Promoting the recognition program by encouraging employee participation, arranging for appropriate presentation, and publicizing recognition.
7. Allowing those recognized to choose the type of recognition, when appropriate.

Reviewing Officials are responsible for:

1. Ensuring that recognition is linked to the contribution and the amount accurately reflects the value of the contribution rather than grade level or other non-merit factors.
2. Ensuring that dual recognition for the same accomplishment does not occur.
3. Reviewing awards when the nominating official and approving official are the same person. The review must be completed within 10 days of receipt of the award. When the award justification is questionable, notify the approving official and the State Office Administrative Division of the reasons for concern. The reviewing official shall take no action to deny the award.

Approving Officials are responsible for:

1. Reviewing award nominations for compliance to stated criteria and taking action on them.
2. Acting on an award nomination within 10 working days of receipt.
3. Acting on an award not approved by returning the nomination form to the nominating official with written notification explaining why the award was not approved.
4. Acting on an approved award nomination by providing a copy of the approved nomination to the nominating official and forwarding the approved nomination to the State Office or reviewing official if required.
5. Ensuring that dual recognition for the same accomplishment does not occur.

Nominating Officials are responsible for:

1. Actively seeking out exceptional achievements worthy of recognition.
2. Developing employee recognition nominations in a nondiscriminatory manner.
3. Accurately documenting the exceptional achievements of others and ensuring the appropriate guidelines are applied to all nominations.
4. Presenting the award to the recipient (or presented by the nominating officials designee).

Section 7. Programs

Recognition may be given for a specific outstanding accomplishment, such as superior contribution on a short-term assignment or project; an act of heroism; sustained, high quality performance or significant cost savings for the Agency. This policy establishes three award programs to be utilized to recognize the superior accomplishments and contributions of FSA employees. These programs are the Performance Awards, Super Accomplishment Awards, Honorary Awards. Exhibit 1 describes each program in detail.

<u>Performance Awards</u>	<u>Super Accomplishment Awards</u>	<u>Honorary Awards</u>
1. Quality Step Increase (QSI)	1. Extra Effort (cash)	1. Secretary's Honor
2. Performance Bonus (cash)	2. Spot Cash	2. Agency's Honor
3. Time Off Award (TOA)	3. Time Off Award (TOA)	3. External
	4. Suggestion (cash)	4. Length of Service
	5. Non-monetary	5. Retirement
	6. Keepsakes	

Section 8. Funding

The funding for employee recognition will be determined based on the annual allocation of funds received from the National Office. Distribution of funds among the State Office and district levels will promote equity and teamwork among employees. Funds will be allocated as follows:

- 90% Proportionately distributed by district and to the State Office based on number of employees in each
- 8% Reserve to be available upon request to the Administrative Officer with written justification, which may be used as needed to acquire keepsakes, etc.
- 2% For the purchase of keepsakes

Unused funds will be pooled on August 1 of each year and made available statewide.

District Directors are responsible for monitoring the use of funds in their districts and promoting the employee recognition program.

Section 9. Recommendation and Approval of Recognition

Review and approval requirements are identified for each type of award in Exhibit 2. For the purpose of this policy, the next level supervisor for the CED will be the District Director. Subordinates cannot approve an award for their immediate supervisor or higher level official.

Rating officials are the only persons authorized to nominate their employees for Performance Awards.

For Super Accomplishment Awards, any employee may develop an award nomination involving co-workers or employees from any of the Service Center Agencies according to the award limits of Exhibit 2.

When recognition is nominated from outside an agency, the approving official must be from the agency benefiting from the service. The approving agency is responsible for funding the recognition.

For example:

- a) If an NRCS employee nominates an FSA employee for work that benefited NRCS, the approving official must be from NRCS and NRCS is responsible for funding the awards.
- b) If a RD employee nominates a team that consisted of employees from RD, FSA, and NRCS for work that benefited all three agencies, approval must be obtained from each of the agencies. Funding of the award would be shared by all three agencies.
- c) If an FSA employee nominates an RD employee for work that benefited only RD, the FSA employee would need to work with approving officials within RD to obtain funding and approval.

Section 10. Documentation

Nominations and approval of recognition should be documented through CAMS Self Service. Alternate methods are using forms:

- SCA-4130, USDA Service Center Employee Recognition Nomination and Approval
- AD-287-2, Recommendation and Approval of Awards

When the value of the recognition is \$500 or less, or time off is 10 hours or less, only a brief description of the accomplishment is necessary. (i.e. what, when, and benefits to the Agency).

For recognition greater than \$500, or time off greater than 10 hours, a written justification is required. Exhibit 4 outlines helpful hints for preparing a justification.

Approving and reviewing officials are responsible for ensuring that dual recognition for the same accomplishment does not occur. However, the combination of two forms of recognition (e.g., a plaque may be given in conjunction with cash) cannot exceed the total value of the approved award.

Section 11. Team Recognition

Employees working as a team may be recognized when team contributions and results exceed expectations. In addition to the guidelines and delegations of authority, the following guidelines apply to teams:

1. Team recognition may be issued only when a strong interdependence exists among team member tasks and team outcomes.
2. Clear goals are established in advance of team performance for evaluation of accomplishments.
3. Team recognition should be distributed to individual team members equitably (i.e., based on individual performance within the team) rather than equally (i.e., all team members receive equal amounts).

Teams of interagency employees may be nominated for recognition. Nominations requiring a higher level approval must be jointly reviewed and approved by appropriate personnel from each agency involved. Team members that are private citizens may be included in the team recognition; however, they may only receive keepsakes, letters of commendation, certificates of appreciation, certificates of merit, or thank you letters/cards.

Section 12. Recognition of Private Citizens

Private citizens who contribute to the mission of the Service Center Agency or USDA's mission as a whole may receive recognition for those efforts. Conservation District employees, volunteers, state agency employees, and other mission-related partners are eligible on the same basis as other private citizens.

Private citizens (including volunteers, Conservation District employees, etc.) may receive thank you letters/notes, letters of commendation, certificates of appreciation, certificates of merit, gift certificates, or keepsakes. They are not eligible to receive other types of recognition.

Section 13. Publicity

Publicizing exceptional accomplishments establishes performance benchmarks for the workforce and promotes accountability in the utilization of agency resources.

Public recognition and communication of exceptional contributions is encouraged. The announcement should describe the accomplishment and the recognition issued.

Local newspapers and similar sources may be contacted when recognition warrants this level of publicity.

Section 14. Annual Review

The Partnership Council will have authority to adjust the award limits based on changes in annual allocations.

This Employee Recognition Policy for The State of North Dakota is accepted by consensus of the Parties:

For Labor Date

For Management Date

For Labor Date

For Management Date

For Labor Date

For Management Date

For Labor Date

For Management Date

For Labor Date

For Management Date

For Labor Date

For Management Date

Exhibit 1

PERFORMANCE AWARDS

Performance Awards are based on an employee's rating. The employee must have at least a "results achieved" rating to be eligible for a Performance Award. Only one Performance Award can be granted in a fiscal year. Any Service Center Agency employee may receive a Performance Award. Performance Awards can only be nominated by the employee's rating official. Performance Awards may be in the form of a Quality Step Increase (QSI), Performance Bonus (cash) or Time Off Award (TOA).

1. Quality Step Increase (QSI)

A QSI is an additional within-grade increase which may be granted for sustained, high quality performance significantly above that expected at the "results achieved" level. The supervisor must provide documentation that specifically describes the actual result(s) achieved and their linkage to established targets; how the employee substantially exceeded the performance standards and expected work results communicated to the employee by the supervisor; and how the employee's performance has been sustained at such a high level throughout the performance appraisal period.

Quality step increases are not appropriate when it is known an employee is in step 10 of the pay range or when it is known that the employee is about to receive a promotion or vacate a position within 60 days. A supervisor should consider when to give an employee who is in a temporary promotion a QSI, because they may lose the QSI when the temporary promotion is terminated.

Since quality increases are in addition to within-grade increases, an employee who receives a quality increase does not start a new waiting period to meet the time requirements for a regular within-grade increase. The time the employee served in the previous pay step (before the quality increase was effective) will count toward the total waiting period for the next within-grade increase.

When the QSI places the employee into a step at which the waiting period becomes longer (e.g., at step 4 the waiting period becomes 104 weeks and at step 7 the waiting period becomes 156 weeks) the waiting period for the next within-grade increase is extended by 52 weeks; however, the employee receives the benefit of the quality increase during this period.

2. Performance Bonus (Cash)

A Performance Bonus is a one-time lump sum cash award to an employee who has significantly exceeded their performance standards for an extended period of time. The Performance Bonus is limited to no more than five percent of the employee's annual salary.

3. Time Off Award (TOA)

A Time Off Award is an excused absence without charge to leave or loss of pay. Up to 40 hours may be granted to an employee. A part-time employee or an employee with an uncommon tour of duty may be granted up to the average number of hours worked in a pay period or the employees scheduled tour of duty. Time Off Awards are in full hour increments. There is an 80-hour TOA maximum per employee per leave year. The employee has one year from receipt of the TOA to use. Any unused time is forfeited. A TOA cannot be donated or converted to cash and is not transferable if the employee leaves the agency.

The employee should not take the time off until the award is in National Finance Center (NFC) system (i.e., shows up on their pay statement). If time off is taken before it is in the NFC system, the employee may be charged annual leave.

Exhibit 1**SUPER ACCOMPLISHMENT AWARD**

A Super Accomplishment Award is an award based on a specific act or service. All federal employees and Farm Service Agency non-federal county employees are eligible to receive Super Accomplishment Awards. Recognition may be in the form of cash, time off, keepsake or other non-monetary means. Any employee may nominate and approve an award within their authority. Exhibit 2 contains nomination, approval and review requirements for Super Accomplishment Awards. One level higher review will be required for awards where the nominating official and the approving official are the same person. There is no limit on the number of Super Accomplishment Awards received by an employee.

Super Accomplishment Awards must comply with the appropriate recognition levels and award amounts as provided in Exhibit 3.

Nominations that require approval by other than the nominating official will be sent to the appropriate approving official. Within 10 days of receipt, the approving official will act on the nomination. If the award is approved, it will be forwarded to the State Office for processing and a copy of the approved award will be provided to the nominating official. If the award is not approved, the approving official will return the nomination form to the nominating official with written notification why the award was not approved. If the approving official does not act upon the award within 10 days, the nominating official may forward the nomination to the next level approving official for approval.

The reviewer must complete the review of awards when the nominating official and approving official are the same person within 10 days of receipt. If the review is not completed within 10 days, the approving official shall send the award to the review official's supervisor for action. For awards that lack adequate justification, the reviewing official will notify the approving official and the State Office Administrative Division of the concerns.

1. **Extra Effort Award (cash)**

This award is to be used to recognize the extra effort an employee gives in completing a task, assignment or special project.

This type of award is processed electronically. The award money (minus tax, etc) will be sent to employee's bank. NFC can send a check to the county office or the employees home address if requested.

2. **Spot Cash Award (cash)**

This award is to recognize a special act or service performed by an employee.

The award is processed electronically. The award amount is sent to the recipient's bank. NFC "grosses up" the award amount to cover tax, etc. and puts this increased amount on the employee's next pay statement. NFC does not send employees any money in the form of a check.

A Spot Cash Award can not exceed \$500.

3. **Time Off Award (TOA)**

A Time Off Award is an excused absence without charge to leave or loss of pay. Up to 40 hours may be granted to a full-time employee at any one time. There is an 80-hour maximum per employee per leave year. A part-time employee or an employee with an uncommon tour of duty may be granted up to the

Exhibit 1

average number of hours worked in a pay period or the employee's scheduled tour of duty. Awards are in full hour increments. The employee has one year from the effective date of the TOA to schedule and use the time off. Any unused time off is forfeited. A TOA may not be donated or converted to cash and is not transferable if the employee leaves the agency.

The employee should not take the time off until the award is in National Finance Center (NFC) system (i.e., shows up on their pay statement). If time off is taken before it is in the NFC system, employee may be charged annual leave.

4. Suggestion Award (cash)

A cash award may be granted if the suggestion is accepted by the agency and has measurable benefits. The award amount will be based on the savings to the government. A savings up to \$10,000 will be 10 percent of the benefits realized. Savings over \$10,000 but less than \$100,000 will be an award of \$1,000 plus 3% of the amount of savings over \$10,000. A memento will be given if suggestion has non-measurable benefits.

5. Non-Monetary Award

All federal employees, all non-federal county employees and non-federal individuals and organizations are eligible to receive certificates of appreciation, certificates of merit, letters of commendation, and thank you notes. All employees are encouraged to write letters of thanks, appreciation, and commendation for individuals when they believe a contribution to be noteworthy. When a contribution warrants additional recognition, a letter of commendation from a higher organizational level may be requested.

6. Keepsakes

All Service Center Agency employees are eligible to receive keepsakes. Private citizens who contribute to the mission of USDA or the federal government as a whole may also receive keepsakes. Non-federal employees, conservation district employees, state agencies, and other mission-related partners are eligible on the same basis as other private citizens. When appropriate, concurrence from the non-federal employer should be gained prior to issuing recognition. For recognition of volunteers, refer to respective agency guidelines for additional direction.

Keepsake items emphasize symbolic recognition of significant contributions and public recognition. Items presented as honorary awards must meet all the following criteria:

- Be something that the recipient could reasonably be expected to value, but not something that conveys a sense of monetary value;
- Have a lasting trophy value;
- Symbolize the Agency – recipient relationship in some fashion;
- Take an appropriate form to be purchased with public funds and be used in the public sector.

Keepsakes can include such items as paperweights, key chains, clocks, plaques, jackets, T-shirts, coffee mugs, pen and pencil sets, etc. Presenters of awards should be particularly sensitive to public perceptions

Exhibit 1

that could arise from granting expensive, keepsake items. Offices are cautioned not to give "personal gifts" to employees. Keepsake awards should normally meet the following criteria:

- Be of an honorary nature;
- Be able to be worn, displayed, or used in the recipient's work environment; and
- At a minimum, include the Department seal or logo. The Department name, or logo, should be clearly visible on the keepsake and must be permanently affixed. A peel-off sticker is not adequate.

No more than \$250 may be spent on any one item. The cost of customizing the item must be included in the total cost.

HONORARY AWARDS

The following Honorary Awards are recognized for use in employee recognition.

1. **Secretary's Honor Award**

Departmental Honor Awards provide recognition to employees of the Department and our partners. Honor awards are the most prestigious recognition that can be granted by the Department for career accomplishments, exceptional support of the departmental mission, or for heroism.

2. **Agency's Honor Award**

Each Agency may establish honor awards and criteria as appropriate.

3. **External Awards**

These awards are sponsored by other federal agencies or organizations or are co-sponsored with the Department. These awards may include, but are not limited to, the GEICO Public Service Award, the Roger W. Jones Awards, the William T. Pecora Award, and the WISE (Women in Science and Engineering) Award. The Department will disseminate awards criteria including the sponsor, the due dates, and other pertinent information, through Agency Human Resources Management Divisions, when awards are announced.

4. **Length of Service**

Lengths of Service Awards are given to recognize an employee's federal and FSA County service. Employees should be recognized at 5 years of service and each 5-year increment thereafter. In computing eligibility, employees shall receive credit for total federal and FSA County service, including civilian and all honorable military service. Recognition should be timely, as close to the anniversary date as possible. Keepsakes may also accompany Length of Service certificates. Keepsakes should be appropriate, of nominal value (not exceeding \$100) and be commensurate with the length of service.

5. **Retirement**

A keepsake (not to exceed \$250 in value) shall be given. The employee's supervisor and the State Office Administrative Division will be responsible for arranging for the award.

Exhibit 2

EMPLOYEE RECOGNITION DELEGATION

RECOGNITION CATEGORY	NOMINATING OFFICIALS	APPROVING OFFICIALS	REVIEWING OFFICIALS
Cash: Up to \$250	All Employees	Nominating Official	Approving Official's Supervisor
Cash: \$251 to \$500	All Employees	Nominee's Supervisor (A Supervisor May Approve an Award up to \$500)	Approving Official's Supervisor if the Nominating and Approving Official are the same
Cash: \$501 to \$1000	Supervisory Official	Nominating Official's Supervisor	None
Cash: \$1001 to \$2500	State Executive Director	Nominating Official's Supervisor	None
Quality Step Increase	Rating Official	Rating Official's Supervisor	None
Thank-You Card or Letter & Certificates	All Employees	Nominating Official	None
Keepsake Items Up to \$250	All Employees	Nominating Official	Approving Official's Supervisor
Time-Off Award: Up to 10 Hours	All Employees	Nominating Official	Approving Official's Supervisor
Time-Off Award: 11 - 40 Hours	All Employees	Nominee's Supervisor	Approving Official's Supervisor if the Nominating Official and Approving Official are the Same

For the purpose of the awards program the next level supervisor to the CED will be the District Director for approval and review purposes.

Exhibit 3

SUPER ACCCOMPLISHMENT AWARD SCALE

Contribution Level	Definition	Amounts
Moderate	Accomplishments based on a specific act or service, which affect the functions, missions, or employees of a specific unit.	Keepsake, Certificate, \$500 or less, or 1 to 24 hours of time-off.
Substantial	Accomplishments based on a specific act or service, which affects several counties, offices, several divisions or an entire state.	\$501 - \$2,500, or 25 to 40 hours of time-off.
High	Major improvement, usually affecting major problems; major changes in methods, or procedures, which affect numerous states, regions, or divisions.	\$2,501 - \$5,500

Exhibit 4**JUSTIFICATION OUTLINE**

Following is a step-by-step outline that describes the sections and verbiage to justify an award:

- I. During the period of (give time of performance), (give name of individual or group), (give explanation of accomplishment).
- II. This exceeded expectations as identified in the current position description by:
 - A. Improving quality.
 - B. Timely completion of the project.
 - C. Increasing productivity.
 - D. Overcoming adverse obstacles or working under unusual circumstances.
 - E. Using unusual creativity.
 - F. Saving the Government time and/or money.
 - G. Increasing program effectiveness.
- III. As a result:
 - A. Project acceptance.
 - B. Savings in time, money, and/or material.
 - C. More efficiency.
 - D. Effectiveness.
 - E. Technological advancement.
 - F. Productivity increase.
 - G. Improved levels of cooperation that will result in . . .
- IV. Therefore, we propose an award of (amount/hours).



United States
Department of
Agriculture

Farm
Service
Agency

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DATE: April 2, 2002

LR MSG. 02-04

TO: All North Dakota FSA Employees

FROM: *GJN*
Gary J. Nelson
State Executive Director

*Fax
816
926
6156*

SUBJECT: MOU - Space Requirements

Attached is a Memorandum or Understanding (MOU) regarding Space Requirements within the FSA office buildings.

Attachment

JBN/b

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
AFGE LOCAL 888 AND USDA/FSA/NDSTO**

SPACE REQUIREMENTS

The Parties above agrees as follows:

DEFINITION OF TERMS:

Agreement: The complete negotiated agreement signed by the Union President and State Executive Director.

Issue: A separate segment of the proposal identified by letter, number, or heading.

Agency Managers: County Executive Director, Farm Loan Manager, District Conservationist, Rural Development Manager, District Director

Employer: Farm Service Agency

Coverage, Applicability and Duration

1. This agreement covers space requirements for Service Center Offices where a solicitation for offers is advertised and where bargaining unit employees are required to work.
2. This MOU will remain in effect until modified by negotiations of the parties or superseded by Master Agreement.
3. The Employer may request Local 888 to waive any of the space requirements of this agreement. Local 888 and the Employer reserve the right to negotiate on special circumstances not covered by this agreement.

PROCESS

The Employer and Local 888 are committed to providing a safe, decent, sanitary and productive work environment for the agency's employees in a timely and cooperative manner. The following process will be followed for the planning, leasing, and providing of workspace for the agency's employees.

1. The Employer and Local 888 agree that USDA Form CCC-79 (Revision 02-04-00) will be used to compile

the space needs for the service center agencies. An addendum to USDA Form CCC-79 will be used to address items of this agreement not found in the contents of the USDA Form CCC-79 or for items modified by this agreement.

2. The completed USDA Form CCC-79 and addendum will then be provided to the President of Local 888 for review and/or negotiation of any special requirements for the Service Center site. If Local 888 requests to negotiate, the approved ground rules for bargaining will be followed. If Local 888 does not request to negotiate, the President or designee will sign the USDA Form CCC-79 on page 31 and the addendum and return it to the Administrative Officer for solicitation.
 3. Copies of all bids received will be provided to the District Steward for review. The initial bids received will have the bid price removed prior to submission to the District Steward. The original initial bids will be held by the District Director until the rating of bids is to be done. The District Steward will meet with the Agency managers and all bidders during any discussions regarding the bids. The District Steward will participate at the meetings by asking questions to clarify issues. The District Steward may not negotiate directly with the bidders.
 4. After the meetings with bidders and final and best offers are received, the initial bids (with prices) and the final and best offers (with prices) will be presented to the District Steward prior to the rating of the bids. The bids shall be evaluated for cost and technical factors according to the USDA Form CCC-79 on USDA Form CCC-81 (Revision 06-30-97). Agency managers and the District Steward shall inspect any existing facilities offered for lease, or proposed sites of new construction prior to rating of the bids. The Agency managers will rate the offers. The solicitation with the highest score will be selected.
 - 4(a) The District Steward shall attend and participate in the rating of the bids. The District Steward shall present concerns on those technical factors that affect working conditions to the Agency managers. The Agency managers and the District Steward will rate the offers. The Union and the Employer will each contribute one-half of the rating for each technical factor. **IMPASSE WITH A DECLARATION THAT MANAGEMENT WILL ISSUE A LETTER OF NON NEGOTIABILITY AT A POINT IN TIME WHEN REQUESTED BY AFGE LOCAL 888**
- NOTE: AFGE-LOCAL 888 and Management recognize that a lengthy time may pass before such an issue can reach the Impasse Panel for a negotiability ruling, and in the spirit of cooperation agree to set this issue aside and implement all other provisions of this agreement as soon as possible. The Union will rely on it's right to negotiate any unilateral changes proposed by management that affect the working conditions of the bargaining unit, and agree not to seek a "make whole" remedy from the FLRA for any action that management may take regarding rating the technical factors should the Impasse Panel determine that the issue here-in is negotiable.***
5. When the bids are rated and the final selection is made, the Agency shall notify the District Steward of the final selection. The Agency managers shall prepare a floor plan for the Service Center offer selected and submit it to the District Steward for review. If concerns exist, the District Steward shall contact the Agency managers to discuss the issues and attempt to resolve those concerns. If the concerns are not resolved informally, the District Steward will initiate a formal request to negotiate the proposed floor plan according to the ground rules for bargaining. The District Steward shall sign off on any floor plan agreed to by the agency and Local 888.
 6. The employer upon receipt will provide copies of all construction schedules, progress reports and

certifications as required by USDA Form CCC-79 to the District Steward.

7. The employer shall not make changes in work or services to be performed; or in the terms or conditions of any lease which impacts the bargaining units working conditions without notifying Local 888 of the changes and right to bargain.
8. The employer shall not sublet any leased space without notifying Local 888 of the right to bargain.

SERVICE CENTER REQUIREMENTS

- A. Location - The Service Center shall be located within the city or within one mile of the city limits of the city where the Service Center is to be located.
- B. Parking - The Service Center shall contain onsite parking for all employees and customers. The parking lot shall be lighted and paved. Electrical plug-ins will be provided for each government vehicle at the Service Center site and for each employee who is routinely required to travel to perform the duties of their positions. Plug-ins will be at each site that employees are required to work, such as satellite sites.
- C. Accessibility - The Service Center shall be accessible by a paved driveway.

First Floor Space - The Service Center shall have first floor space.

- E. Vending Facilities - The Employer shall allow at least one snack machine and one pop machine to be located in the Service Center.
- F. Security - The Service Center space shall be secure from entry during non-business hours. Hallways, corridors, and outside entrances shall be lighted from dusk to dawn.
- G. Patio/Break Area - A concrete patio/break area of 144 square feet shall be provided. The location shall be directly off of the break room if provided by building design.

OFFICE SPACE REQUIREMENTS

- A. Offices - Farm Loan Officers, Appraisers, and State Office Specialists located in Service Centers shall be provided private offices of approximately 135 square feet. Private offices shall have at least one window (10 square feet), either exterior or interior. The window will have blinds installed.
- B. Office Space - Office Space will be provided at a rate of 150 square feet per employee of which 15 square feet per employee will be used for a common reception/counter area. General Office space for bargaining unit employees shall be approximately 135 square feet, which shall include the employee's workstation plus the circulation area surrounding the workstation. Exhibit A explains how the circulation area is calculated. The bargaining unit employee's workstation shall only contain furniture and equipment solely used by them.

Items such as file cabinets (storage), bookshelves (storage), printers (ADP), copiers (ADP), common computers (ADP), etc. will not be placed in a bargaining unit employees work area unless approved by Local 888. Should Office Space be provided at a rate higher than 150 square feet by the agency, Local 888 reserves the right to bargain how the additional space will be utilized.

- C. Open Office Concept – The “open office” concept will be utilized in the Service Center. Permanent walls will not be used to separate agencies. All employees except supervisors, Farm Loan Officers, Appraisers, and State Office Specialists will be located in a single common work area. To accommodate workflow and employee privacy, modular or systems furniture may be used. Each agency will identify their workspace with signs for easy public recognition. Counters will be located so as to not channel traffic through any agency’s office space.
- D. Special Use Space - Special use space shall be provided for ADP equipment, a mail area, storage areas, a break room, an aerial photography/dark room, and conference room according to the number of employees planned for in the Service Center. Exhibit B contains a chart to determine the appropriate square footage for each service center. Additional storage space may be required in some Service Centers. Local 888 may request to negotiate additional storage space. The conference room and break room shall not be used for office space or the storage of equipment or supplies. A portion of the ADP space will be dispersed throughout the service center to accommodate printers, fax machines, photocopiers, etc. A portion of the storage area will be dispersed throughout the service center to accommodate participant files, handbooks, resource materials, supplies, etc
- Break Room – The break room shall contain tables and seating for at least 50% of the employees in the service center. The break room shall contain a 6-8 foot counter including a Formica top, base cupboards, and a fully plumbed double sink.
- F. Restrooms – One set (men and women) of restrooms will be provided for employees. Water closets and urinals shall not be visible when the exterior door is open. Each toilet shall be enclosed with modern stall partitions and a door, contain toilet paper dispensers that hold two rolls, and sanitary napkin receptacle for each women’s toilet. Each restroom shall have soap dispensers, paper towel dispensers, waste receptacles, a convenience GFI duplex electric outlet, sinks with hot and cold water and counter area of at least 2 feet in length exclusive of the sinks, and a mirror above the sink. The men’s restroom shall have a urinal and 2 toilets for every 15 male employees. The women’s restroom shall have two toilets for every 15 female employees. The restrooms shall meet all ADA requirements. Restrooms will be placed so employees do not have to travel more than 150 feet to reach the toilets.
- G. Air quality – A minimum of ten cubic feet per minute (cfm) of fresh air per employee must be provided at all times. The employer shall provide documentation to Local 888 that the fresh air flow requirements are met within 30 days of occupancy.
- H. Temperature – The inside air temperature for office space must be maintained between 68 and 73 degrees during the heating season and between 70 and 75 degrees during the cooling season. These temperatures must be maintained throughout the leased premises regardless of outside temperatures between the hours of 6 a.m. to 6:30 p.m. The employer shall ensure that a licensed engineer will balance the HVAC and the report shall be provided to Local 888.
- I. Entrances - Vestibules shall be provided at public entrances and exits.

- J. Windows – General office space shall have windows in each exterior wall where practical. All windows shall be weather tight. Opening windows must be equipped with locks. All exterior windows shall be equipped with window blinds. The blinds may be vertical or horizontal of aluminum or plastic. Colors will be selected with concurrence of Local 888.
- K. Drinking fountains – A chilled drinking fountain will be provided in a location so employees will not have to travel more than 150 feet to reach it. The drinking fountain will meet ADA requirements. The employer shall have the drinking water tested to meet state regulations for primary and secondary contaminants and provide the report to Local 888 within 30 days of occupancy.
- L. Lighting – A uniform lighting level of 50-foot candles at working surface height will be provided in all leased office space. The employer shall test the lighting of the service center within 30 days of occupancy and provide the report to Local 888.
- M. Plumbing and Sewer Systems – Plumbing and sewage systems will conform to state and local codes. Water heaters over 15 years old shall be replaced.
- N. Exits – There shall be a minimum of two separate exits to the outside in the government occupied space. Exits shall meet ADA requirements.
- Fire extinguishers – There shall be 1 fire extinguisher for every 6000 square feet of rented space.
- P. Asbestos – The employer shall ensure that no space will be leased containing asbestos for fireproofing or insulation in the building where space is leased.
- Q. Floors - Carpeting shall be provided for all office space floors excepting reception area and entry corridors. Existing floor coverings must be clean and in good condition and shall be cleaned prior to occupancy. Commercial grade sheet vinyl will be provided in the reception area, entry corridors, and adjacent to building entrance doors. Ceramic tile will be used in all toilet areas. New carpeting, tile or vinyl will be selected with concurrence of Local 888. ADP room, storage room, and breakroom will be of a suitable material (vinyl, for example) other than carpet.
- R. Doors – Interior doors must have a minimum clear opening of 36 inches by 80 inches. They must be flush, solid-core, 1.75 inches thick. Exterior doors will be weather tight, equipped with automatic door closers, kick plates, panic hardware and open outward. All doors leading to leased space must be equipped with cylinder locks and door checks. All locks must be mastered keyed. Primed doors shall be painted.
- S. Walls – Interior walls shall be painted and textured gypsum board. Walls will be painted in colors selected with concurrence of Local 888. Walls will be repainted every five years after hours. Existing space that is leased will be painted prior to occupancy. Public areas shall be painted every three years. Interior walls shall have a Sound Transmission Class (STC) rating of 45 or higher.
- Ceilings – Ceilings must be at least 8' and no more than 11' measured from the floor to the lowest obstruction. The ceiling must have a minimum noise reduction coefficient (NRC) of 0.70 and a minimum Sound Transmission Class (STC) rating of 45 throughout the government occupied space. Ceilings must be

a flat plane in each room and suspended with fluorescent recessed fixtures. Ceilings must be painted, taped and textured gypsum board or mineral acoustical tile. Ceilings shall be cleaned or painted prior to occupancy. Local 888 will concur to the acceptability of existing ceiling tiles.

- U. Workstations – A workstation will be provided for every employee identified on the USDA Form CCC-79. Each workstation will be supplied with phone, computer and electrical service.
- V. Smoke Detectors – Smoke detectors shall be located in storage rooms, break rooms, mechanical areas, the ADP room and a public area.
- W. Shared equipment – Equipment such as copiers, printers, mail meter, and fax machine will be located in a location easily assessable to all employees. Local 888 shall negotiate in the placement of equipment in the development of the final floor plan.
- X. Accessibility for the Disabled – Access for wheelchairs shall be provided from streets, sidewalk or parking to every reasonable subdivision of space where a physically disabled person may visit or work. Access will be available to private offices, conference room and reception area through one main entrance.
- Y. Janitorial Services – Cleaning is to be done after working hours. The employer shall ensure the following schedule will be followed:

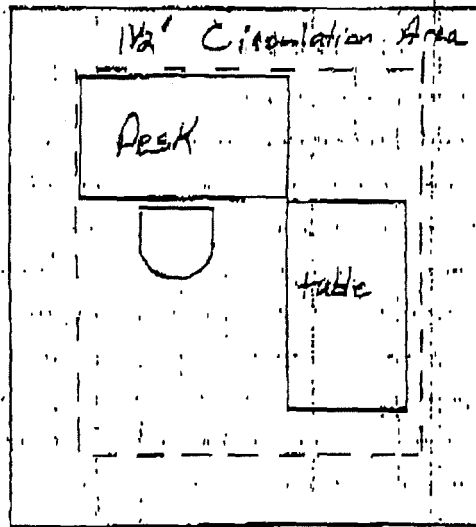
- Daily: empty and clean trashcans, clean drinking fountains, toilets, and sinks and replenish toilet supplies, spot sweep and vacuum as needed
- Weekly: sweep and vacuum all floors, damp mop resilient floors, sweep sidewalks, replace light bulbs, thoroughly clean restrooms
- Monthly: dust all furniture
- Twice a year: clean interior and exterior windows and other glass surfaces, wash blinds, clean light fixtures
- Every two years: shampooing or cleaning of all carpets
- As required: maintain lawns and plants, remove snow and ice from entrances and walkways and parking lots

Approved:

Gary J. Nelson SED
 3/18/02
 DATE
 USDA/FSA/NDSTO
 Gary J. Nelson
 State Executive Director

Marietta Ganser, President
 2-26-02
 Date
 AFGE LOCAL #888
 Marietta Ganser
 President

Exhibit A



This diagram is for illustration purposes only to calculate work space area. Workstation space may be arranged in any configuration as long as the 135 sq. ft. requirement is adhered to.

10-30-01

[Handwritten signature]

ADP ROOM

Exhibit B

Number of Staff Square Feet Allowed

1 to 3	250 square feet
4 to 8	300 square feet
9 to 12	350 square feet
13 to 16	350 square feet
17 to 20	350 square feet
21 or more	400 square feet

CONFERENCE/TRAINING ROOM

Number of Staff Square Feet Allowed

4 to 8	200 square feet
9 to 12	250 square feet
13 to 16	275 square feet
17 to 20	300 square feet
21 to 24	325 square feet
25 or more	350 square feet

CLIENT/BREAK ROOM

Number of Staff Square Feet Allowed

4 to 8	200 square feet
9 to 12	200 square feet
13 to 16	250 square feet
17 to 20	250 square feet
21 to 24	300 square feet
25 or more	300 square feet

MAIL/STORAGE ROOM

Number of Staff Square Feet Allowed

4 to 8	500 square feet
9 to 12	650 square feet
13 to 16	800 square feet
17 to 20	950 square feet
21 to 24	1100 square feet
25 or more	1350 square feet



Farm
Service
Agency

North Dakota State FSA Office
PO Box 3046
Fargo, ND 58108-3046
701 239 5224 FAX: 701 239 5896

DATE: November 10, 1999

LR MSG. 99-3

TO: County Offices
District Directors

FROM: 
Scott B. Stofferahn
State Executive Director

SUBJECT: MOU 17-PM

Attached is a Memorandum of Understanding (MOU) between AFGE Local 888 and USDA/FSA/NDSTO. This MOU applies to 17-PM (Rev. 2).

According to the MOU, this memorandum should be made available to all employees within the county office. Each employee must initial off on this memo as having read the procedure or having the opportunity to do so. The initialed copy of this entire memorandum should be filed in PM 14 Labor-Management Relations according to 25-AS.

The cover memo and the first three (3) pages of this MOU should be filed in the front of 17-PM (Rev. 2). The salmon colored pages of this MOU should be filed in 17-PM (Rev. 2), the same way that a North Dakota Amendment is filed in a National Handbook.

Procedures contained in the MOU are applicable to all North Dakota FSA employees.

If you have any questions regarding the attached information, feel free to contact the State Office.

Attachment

cc: S. Gili, LR Specialist, KCMO - PO Box 419205

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
AFGE LOCAL 888 AND USDA/FSA/NDSTO**

17 PM (REVISION 2)

The Parties above agrees as follows:

DEFINITION OF TERMS:

Agreement- The complete negotiated agreement signed by the Union President and State Executive Director.

Issue - A separate segment of the proposal identified by letter, number, or heading.

B
10-8-99
EP
A
Coverage, Applicability and Duration

1. This agreement covers bargaining unit employees.
 2. This MOU will remain in effect until modified by negotiations of the parties or superseded by Master Agreement.
-

B
10-8-99
EP
B
Background

In that bargaining on 17 PM has taken place and the Employer and the Union have agreed on many issues that stand alone, and/or are unrelated to issues not agreed to. The Union and Employer here-by agree to immediate implementation of agreed to issues in order to affect the common good of the North Dakota Farm Service Employees:

Employees affected by this agreement are those listed below, but are not limited to those employees.

- * bargaining unit employees under full-time or part-time permanent appointments
 - * bargaining unit employees under temporary appointments of a least 90 days
-

General Information

B
10-8-99
EP
A
Within the body of the negotiated version of 17-PM (Revision 2), each issue has had a marginal notation assigning it a status.

Those notations are:

- 1) **OK** ; followed by the initials of the authorized parties representing Union and the Employer along with the date initialed. This notation indicates that the Employer and Union agree to this issue.
- 2) **OK TO BE ADDRESSED MOU**; followed by the initials of the authorized parties representing Union and the Employer along with the date initialed. This notation indicates that the Employer and Union agree to this issue, but that an MOU need be drafted for clarification to the field.
- 3) **IMPASS (sic)**; followed by the initials of the authorized parties representing Union and the Employer along with the date initialed. This notation indicates that the Employer and Union do not agree to this issue, and will refer this matter to mediation and/or the impasse panel for resolution.

Action

B
10-8-99
GPH
A

The Employer and Union agree to immediately implement all issues with the marginal notation: "OK", and "OK to be Addressed By An MOU" (Memorandum Of Understanding).

B

All issued with the marginal notation: "IMPASS (sic)" to rest undisturbed until settled by National Notice AO 1164 negotiations, its negotiated successor, or through mediation and/or impasse panel.

C

The status quo will be maintained on all "IMPASS (sic)" issues until resolved by settlement of National Notice AO 1164, its negotiated successor, or through mediation and/or impasse panel.

D

According to 17-PM (Revision 2) Paragraph 2A, supervisors of bargaining unit employees will conduct a training session with all affected employees, no later than thirty (30) days of implementation to communicate the conditions of the agreed to issues.

E

Official work hours will be set or obtained according to 17-PM (Revision 2) Paragraph 3A. Bargaining Unit Members will be notified of the official work hours within 30 days of signing this MOU.

E

Core office hours, as described in 17-PM (Revision 2) Paragraph 3B, are to be negotiated by the Union and the Employer, when and if "Alternative Work Schedules" are implemented.

IMPLEMENTATION

Implementation will be no later than 30 days from signing of this Memorandum of Understanding (MOU) by the State Executive Director and the Union President.

Distribution and Filing

A

Distribution of Copies

When this MOU is signed by the State Executive Director and Union President, a copy of the negotiated version of 17-PM (Revision 2) and this MOU will be distributed to each office. Each employee will initial off as having read the procedure or had the opportunity to do so. A copy of the document shall be in a central location available to all employees without having to enter a private office.

B

Filing Procedures

All original documents will be maintained at the State Office. Copies will be provided at no cost to any bargaining unit employee upon written request.

Approved:

Maritta Genser 11/4/99
AFGE Local #888 Date

[Signature] 10/8/99
USDA/FSA/NDSTO Date

**A
Supervisory
Responsibilities**

All supervisory employees are responsible for knowing basic leave laws, regulations, applicable union contract language, and Agency policies and work schedules. Supervisors shall:

- provide initial training to all employees on 17-PM
 - ensure that a copy of the bargaining unit's union contract and this handbook are maintained within each division, staff, and office
 - ensure that each employee has an approved FSA-956 on file
 - approve or disapprove all SF-71's
 - approve biweekly:
 - work schedule logs
 - T&A documents
 - contact their servicing personnel office when there are leave or work schedule questions.
-

**B
Employee
Responsibilities**

All employees shall abide by Federal laws and regulations. Bargaining unit employees shall abide by the language in their union contract.

Each employee shall:

- have general knowledge regarding leave and work schedule responsibilities
 - have a documented and approved FSA-956
 - use the work schedule log, such as FSA-958, to record hours of work and leave on a daily basis
 - complete SF-71 for leave requests
 - know their Agency's official business and core workhours
-

Continued on the next page

3 Official Work and Core Hours

**A
Official
Workhours**

The Agency Administrator shall do either of the following:

- determine an Agency's official workhours
- redelegate this responsibility to other agency officials.

Telephone coverage and Agency services must be available to employee and clients during official workhours.

- Agency shall notify employees of official work hours.
-

**B
Recording
T&A's**

IMPASSE

**C
Maintaining
T&A Records**

T&A records are retained for 6 years.

- The most recent 3 years remain in the office where they were prepared.
- The previous 3 years may be stored offsite by contacting MSD

If an employee transfers to another FSA Federal or CO position within North Dakota, their T&A records will transfer with them. If the employee transfers to another state or Agency, the original T&A records remain with the office where they were prepared.

**A
Requesting
Leave**

All requests for leave shall be made on SF-71 (Exhibit 6), except for:

- holidays
- excused absence granted by OPM or Executive Order
- AWOL
- requests for earned leave of one workday or less.

All leave not required to be requested on form SF-71 may be requested orally by the employee, and approved by the leave approving officer. Employees may request leave in increments of 15 minutes. All leave must be requested and approved before use, except for emergencies.

**B
Approving Leave**

IMPASSE

**C
Who to Notify
When Absent**

IMPASSE

9 Involuntary Leave

**A
Placing
Employees on
Involuntary
Leave**

Employees who are mentally or physically unable to work and who possess a safety threat to themselves or others in the workplace may be:

- detailed to other duties
- asked to take annual leave or sick leave
- placed on LWOP for a limited period of time
- granted administrative leave.

NOTE: Weingarten rule to apply in all instances for Bargaining Union Employees.

Supervisors must clear all requests for involuntary leave through the employee relations staff of their servicing personnel office.

57 Requesting and Reporting Annual Leave

**A
Requesting
Annual Leave**

Annual leave may be requested in increments of 15 minutes. All requests shall be made in advance, when possible, and documented on SF-71, in accordance with provisions of paragraph 7 A.

Example: See Exhibit 6 for an example of SF-71.

**A
Granting Sick
Leave**

Earned or advanced sick leave may only be granted to an employee for medically justifiable reasons, including when the employee:

- receives medical, dental, or optical examination or treatment
 - is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth
 - provides care for a family member who is incapacitated as the result of physical or mental illness, injury, pregnancy, or childbirth or who receives medical, dental or optical examination or treatment, according to Par. 10, Section 3
 - makes arrangements necessitated by the death of a family member or attends the funeral of a family member, according to Part 10, Section 3
 - would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease.
 - must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys, court proceedings, required travel, and any other activities necessary to allow the adoption to proceed, according to Par. 10, Section 4
 - receives services through the Employee Assistance Program.
-

**Granting
Advanced Sick
Leave**

Advanced sick leave may be granted for medically justifiable reasons according to subparagraph 83 A.

Permanent leave-earning employees may request advanced sick leave up to a maximum of 240 hours. Supervisors have the discretionary authority to approve advanced sick leave, but approval should be based on a reasonable expectation that the employee will be returning to work and able to repay the advanced leave. **Medical documentation is required when requesting approval of advanced sick leave.**

Supervisors shall review all requests for advanced sick leave and respond to the employee within two work days of the request. Approval of advanced sick leave shall be made in a fair and equitable manner according to laws and regulations.

85 Requesting and Reporting Sick Leave

**A
Requesting Sick
Leave**

Employees shall use SF-71 (Exhibit 6) to request sick leave as follows:

- for requesting sick leave for scheduled appointments or treatments, SF-71 shall be submitted and approved in advance in accordance with provisions of paragraph 7 A
- for using sick leave for unscheduled illness or emergency, completed SF-71 for approval upon return to duty.

Employees, who attend outside training at Federal or CO expense and who become ill or injured, shall notify their immediate supervisor of the need for sick leave as soon as possible on the first day of absence from training.

113 AWOL

**A
Charging AWOL**

AWOL is a discretionary tool that supervisors may use for attendance-related disciplinary purposes, such as:

- tardiness
- unauthorized absence
- leave restrictions, when requested medical documentation is not provided by an employee.

NOTE: Weingarten rule to apply in all instances for Bargaining Unit employees.

NOTE: Supervisors should contact an employee relations specialist in their servicing personnel office if they have questions on charging AWOL.

161 Granting Excused Absences

**B
Excused Absence
of Less Than 2
Hours**

Supervisors have the discretionary authority to excuse an absence or tardiness of up to 2 hours for:

- weather related traffic conditions
- transportation delays or emergencies
- office activity, luncheon, or recognition ceremony.

For T&A purposes, these brief absences should be reported as regular time.

A

**Requesting
Official Time**

Employees serving as a union representative or any bargaining unit employee may request official time to attend a union sanctioned activity or meeting.

The use of official leave for other activity, meeting, or training, to benefit bargaining unit employees can be requested and approved on a case-by-case basis.

Supervisors shall grant official time according to the interim agreement and subsequent contract.

163 Excused Absence for Voting

C

Voting

Employees will be excused from duty for whichever of the following results in the lesser amount of time off:

- up to 3 hours after the polls in their voting district open
 - up to 3 hours before the polls in their voting district close.
-

Continued on the next page

C
Before and After
Government
Travel

For travel with at least one overnight stay, employees will be excused without loss of leave or pay for:

- up to 2 hours before their departure and upon return of Government travel by air
- up to 1 hour before their departure and upon return of Government travel by ground transportation.

Supervisors may approve additional time, if circumstances require additional.

F
Change of
Official Duty
Station

Permanent employees relocating and changing their official duty station will be granted a reasonable amount of excused absence without charge to leave or loss of pay. The employees former or new supervisor may grant the excused absence, but the total time excused cannot exceed 80 hours. Contact FMD, Travel and Relocation Staff for more information about relocating.

212 Field Office Policy

**A
Field Office
Including
Overseas Posts**

Office dismissal or closure decisions in the Field or Overseas shall be determined by:

- SED's for State Office location
- joint decision of the available local County Administrative Committee, based on a minimum 50% agreement.

Managers shall take into account publicly announced driving restrictions when making dismissal or closure decisions.

See paragraph 213 for general dismissal and closure policies during normal workhours.

NOTE: If local CAC cannot act, the District Director or SED will make the determination.

Continued on the next page

B

Area Affected

There are situations in the Field where an emergency, hazardous driving conditions, or road closures may affect an employee's place of residence or their official duty location but not always both locations.

When the official worksite is open, office directors and managers will authorize advanced compensatory hazardous leave or annual leave, at the employee's discretion, when either the area of the worksite or the employee's place of residence, or in between, is affected by:

- publicly announced road closures or restricted use advisories by a law enforcement authority
 - publicly announced hazardous driving conditions by a law enforcement authority
 - family hardships; such as child, disabled, or elder care
 - other emergency situations declared by State and/or local authorities.
-

**Emergencies
During
Workhours
(Continued)**

- If, due to deteriorating weather conditions or emergencies which exist in the locations described in 212 (B), but which are not severe enough to result in the issuance of an advisory, as described in 212 (B), an employee elected to leave work early, the employee will be granted the annual leave requested.
- If the office closes later in the day, the employee will only be charged annual leave from the time they departed their place of work until the time the office closes, at which time the employee will be placed on administrative leave.
- When an employee is scheduled to return from leave after the announcement of an "adjusted work dismissal" policy, but before the authorized departure time, the Agency should charge leave for the period during which the employee is on approved leave and grant excused absence for the time following the authorized departure time.
- When an employee is absent on previously approved annual leave, sick leave, or LWOP for the entire workday, the Agency will charge leave for the entire workday.
- When an employee is scheduled to report to work before an authorized dismissal is announced, but fails to come to work, charge leave for the entire day. Exceptions to this rule should be made only in unusual circumstances.

**B
Office Closures**

When an office is officially or publicly announced to be closed, all employees assigned or detailed to that office are excused with pay for the day or any portion of a day termed an "official closure".

Exceptions: Following are 2 exceptions:

- employees scheduled to work Flexiplace, according to subparagraph C
- employees on extended LWOP.

If a determination is made to close an office, the affected employees will be notified immediately.

If, in the course of a working day, management learns of the issuance of an advisory, as described in 212 (B), which affects one or more employees under their supervision, they will immediately inform those employees of the issuance, and such employees will be excused from duty, per 212 (B).

**Employees
Applying To Be
Leave Recipient**

Employees seeking to become a leave recipient, or an applicant's designee, shall contact 1 of the following offices to apply to be a leave recipient.

- Federal employees shall contact the leave transfer coordinator in their servicing personnel office, according to subparagraph 241 A.
- CO employees shall contact their CED or State Administrative Officer.

Employees, or their designee, shall:

- request and receive a copy of AD-1046 (Exhibit 16)
 - complete AD-1046, including a brief description of the nature, severity, and anticipated duration of the medical emergency
 - in cases where employees are unable to apply because of their medical emergency, the employee's designee shall contact the employee's immediate supervisor to advise the supervisor of the medical emergency
 - submit AD-1046, and the required medical documentation according to subparagraph A, to their immediate supervisor for concurrence
 - send or FAX the completed and signed AD-1046 and medical documentation for final approval as follows:
 - Federal employees shall forward AD-1046 and medical documentation to the leave transfer coordinator in the employee's servicing personnel office
 - CO employees shall forward AD-1046 and medical documentation to the State administrative officer.
-

E
Timekeeper's
Responsibilities

IMPASSE

**Processing
AD-1046's**

Leave transfer coordinators and State administrative officers shall:

- have all AD-1046's date stamped when received
- verify that AD-1046 was sent to the correct servicing office.

Leave transfer coordinators and State administrative officers shall process AD-1046's as follows:

- verify that AD-1046 has been completed properly and that it was signed and dated by the applicant or applicant's designee and the applicant's immediate supervisor
- ensure that the medical documentation is attached to AD-1046 or that the applicant's immediate supervisor has provided appropriate verification of the medical emergency
- ensure that dates on the medical documentation correspond with the dates of employee's absence or expected absence
- verify employee's eligibility according to subparagraph 238 A
- approve AD-1046 within 10 workdays of receipt
- ensure that, for Federal employees, the NFC database is updated for recipient status
- by FAX, e-mail, or mail, notify applicant or applicant's designee and applicant's immediate supervisor of approval into LTP
- based on the amount of leave requested on AD-1046, item 16, accept a reasonable amount of donated leave over the hours requested or needed by the recipient. At this point, donations to the recipient may be temporarily closed.

Continued on the next page

B
Timekeeper's
Responsibilities

IMPASSE

358 Credit Hours

**A
Earning Credit
Hours**

Credit hours may only be earned by employees who work flexible work scheduled. See OPM's Handbook on Alternative Work Schedules at "www.opm.gov/ocp/aws/index.htm" for definitions of flexible work schedules. Bargaining unit employees shall refer to credit hour information in their union contract.

- AFGE reserves the right to future negotiations on this issue.

Earning credit hours is similar to earning compensatory time with a few exceptions. Credit hours:

- are worked voluntarily by the employee, they are not ordered by management
- must be requested and approved in advance of being used
- are earned in increments of 15 minutes
- are limited to a carryover total at the end of the pay period not to exceed 24 hours

Note: Credit hours over 24 at the end of a pay period will be forfeited.

- are paid at an hourly rate, if an employee resigns, retires, or transfers to another Agency
-

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
AFGE LOCAL 888 AND USDA/FSA/NDSTO**

GROUND RULES FOR BARGAINING

C. Notification and Submission of Proposals

1. Employer Initiated Proposals – A proposed change by the Employer in working conditions or conditions or employment, will be submitted in writing to the Union. The Employer shall notify the Union as soon as possible. This notice will include the following:
 - a. A description of the proposed change.
 - b. A description of how the proposed change will be implemented.
 - c. The date of the proposed implementation.

Pursuant to FLRA rulings, the Status Quo will be maintained on impasse issues until the entire negotiation process, including impasse, has been concluded.

2. Union Initiated Proposals – When the Union proposes changes in working conditions or conditions of employment, they will submit their proposals in writing to the Employer. The Union will include the information described in 1 (a, b, and c), above.
3. Either Party may request, in writing, a briefing from the other, within 14 calendar days of receipt of the other Party's proposals. Such briefings will be held within seven (7) calendar days of the request.
4. If the Union decides to request negotiations on Employer-initiated proposals, they must do so in writing within 25 calendar days of receipt of the proposals. The Parties will then confer, within seven (7) calendar days to establish a timetable for the submission of proposals and the date for negotiations to commence. The provisions in B (3) regarding the Parties negotiators will be adhered to. The Union will have a minimum of 14 calendar days to submit proposals, unless mutually agreed to otherwise. This schedule will be reduced to writing.
5. In the case of Union-initiated proposals, the Employer will submit written counter-proposals within 30 calendar days of receipt of the Union's proposals. The Parties will then confer within seven (7) calendar days to establish a timetable for negotiations to commence. This will include the provisions in B (3) regarding the Parties negotiators. This schedule will be reduced to writing.
6. In 4 and 5, above, negotiations shall take place as soon as practical, recognizing distances and weather conditions common to North Dakota.



UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY
CHICAGO REGION

U.S. Department of Agriculture
Farm Service Agency
North Dakota

Agency/Activity

and

American Federation of Government
Employees, AFL-CIO

Petitioner/Labor Organization

Case No. CH-RP-70052

CERTIFICATION OF REPRESENTATIVE

An election was conducted in the above matter under the supervision of the undersigned Regional Director of the Federal Labor Relations Authority, in accordance with the provisions of Chapter 71 of Title 5 of the U.S.C., and with the Regulations of the Federal Labor Relations Authority. A majority of the valid ballots has been cast for a representative for the purpose of exclusive recognition.

Pursuant to authority vested in the undersigned,

IT IS CERTIFIED that the **American Federation of Government Employees, AFL-CIO**

has been designated and selected by a majority of the employees of the above-named Activity or Agency, in the unit described below, as their representative for purposes of exclusive recognition, and that pursuant to Chapter 71 of Title 5 of the U.S.C., the named labor organization is the exclusive representative of all employees in the unit.

UNIT: INCLUDED: All general schedule federal employees of the U.S. Department of Agriculture, Farm Service Agency, North Dakota.

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

FEDERAL LABOR RELATIONS AUTHORITY


WILLIAM E. WASHINGTON Regional Director

Chicago Region

Dated: November 13, 1997

SERVICE SHEET

I certify that I have served the parties listed below a copy of the Certification of Representation in Case No. CH-RP-70052.


Sam Gill, Labor Relations Specialist
Kansas City Management Office
USDA, Farm Service Agency
P.O. Box 419205
Kansas City, MO 64141-6205

Terence Rogers, National Vice President
AFGE, AFL-CIO
2950 Metro Drive, Suite 315
Minneapolis, MN 55425

Sharon Pinnock, Director
Membership & Organization Department
AFGE, AFL-CIO
80 F Street, NW
Washington, DC 20001

Federal Labor Relations Authority
607 14th Street, NW, Suite 210
Washington, DC 20424-0001

DATED THIS 13th DAY OF NOVEMBER 1997 AT CHICAGO, ILLINOIS


Y'LANDA WOODSON

SEP 18 2001

TO: Chapter Presidents

FROM: LR Specialist

Sue A. Collins

SUBJECT: Request for Additional Pre-Decisional Input—FY 2001 Annual Performance Appraisals for State and County Offices Using Pass/Fail Rating System

The attached material is forwarded for your review and pre-decisional comment. Any comments you wish to make or questions you may have should be directed to Ms. Cheryl Fuller, Personnel Management Specialist, Performance Management Benefits and Awards Branch, at telephone (202) 418-8973, or fax at (202) 418-9118 by COB, Friday, Oct. 5, 2001.

cc: SED's, AR, CO, KS, MS, MT, NJ, NM, NY, ND, OK and TXSTO's; Caribbean Area Office

UNITED STATES DEPARTMENT OF AGRICULTURE
Farm Service Agency
Washington, DC 20250

Notice PM-XXXX

For: State and County Offices Using Pass/Fair Rating System
[Writer: For offices or employees?]

**FY 2001 Annual Performance Appraisals for State and County Offices
Using Pass/Fail Rating System**

Approved by: Deputy Administrator, Management

1 Overview

A

Purpose

This notice provides employees and supervisors with information needed to complete the annual performance appraisal for the rating period ending September 30, 2001, and reminds employees and supervisors that:

- performance elements and standards shall be established within 30 calendar days of an employees's assignment to a position
 - an employee must serve under elements and standards in the current position for 90 calendar days or more before supervisors complete the employee's performance appraisal.
-

B

Changes in Positions, Assignments, or Supervisors

New or amended performance elements and standards must be in place within 30 calendar days after an employee has been given a new position or assignment.

When an employee works under different supervisors during the designated appraisal period, each supervisor of 90 calendar days or more shall document the employee's accomplishments and prepare a summary rating. The summary rating should be forwarded to the employee's current supervisor for appropriate consideration in preparing the employee's **rating of record**.

Continued on the next page

Disposal Date	Distribution
March 1, 2002	State Offices; State Offices relay to County Offices

Notice PM-XXXX

1 Overview (Continued)**C****Labor Relations
Obligations**

Where exclusive representation exists, this notice does not apply until bargaining takes place. Where contract language addresses these policies and procedures for bargaining unit employees, contract language prevails.

D**Combined
Administrative
Management
System (CAMS)
Users**

Offices with CAMS that have deployed the web to their employees should submit ratings using CAMS.

2 Supervisor Action**A****Supervisor
Responsibilities**

Supervisors shall review employee performance by:

- ensuring that the employee has served under elements and standards in their current position for **90 calendar days** or more
- if necessary, obtaining written documentation of the employee's performance under a previous position if:
 - the employee is on detail for 120 calendar days or more
 - the change in supervisor occurs and the employee works under a new supervisor for 90 calendar days or more
 - the employee changes positions and serves in the new position for 90 calendar days or more
 - the employee transfers outside FAS, FSA, or RMA

Note: The former supervisor should provide a copy of Form 4140 to the employee's new supervisor.

- the employee performs collateral duties, then the rating shall reflect both of the following:
 - primary duties of the position
 - primary collateral duty

- checking the appropriate rating level for each element on Form 4140.

Continued on
the next page

Notice PM-XXXX

2 Supervisor Action (Continued)

B
Providing
Additional
Documentation

Supervisors shall provide additional documentation if an employee receives a "Results Not Achieved" performance rating.

Note: The documentation shall be attached to Form 4140 and must be signed by the rating, official and the reviewing official before employee signs.

3 Completing Form 4140

A
Supervisor and
Employee
Responsibilities

Supervisors and employees shall:

- ensure that item 11 reflects that the employee has served under the elements for 90 calendar days
- sign and date in item 12.

B
Reviewer
Responsibilities

Sign in item 12 if summary of rating is "Result Not Achieved".

4 Distributing Form 4140

A
Distribution

Supervisors shall distribute the complete performance appraisals according to this table.

Step	Action
1	Forward the original, completed copies of Form 4140 to KCAO, Personnel Division (PD).
2	Provide the employee with a copy of Form 4140.
3	Retain a copy of Form 4140 for the supervisor's file.

Notice PM-XXXX

5 Unratable Employees

**A
Rating
Requirement**

To be rated, an employee **must** have:

- elements and standards established on Form 4140
- been under signed elements and standards for at least **90 calendar days**.

Note: If the employee disagrees with elements and standards and refuses to sign them, the supervisor should note this in the employee's signature block on Form 4140.

6 Additional Information

**A
Contacts**

If there are questions about rating employees, supervisors may contact the appropriate servicing personnel office according to this table.

IF the supervisor is located in...	THEN contact...
1 of the following: <ul style="list-style-type: none"> • APFO • KCCO • KCAO • KCFO • KC-ITSTO • KC-ITSDO • State Office 	KCAO, PD, Employee and Labor Relations Branch at 816-926-6643 (TTY at 816-926-3063.
County Office	State Office.

**B
Filing
Grievances**

Nonbargaining unit employees must grieve their performance appraisals under the Agency grievance procedure. Bargaining unit employees must use the negotiated grievance procedure.

INTERIM AGREEMENT
BETWEEN
USDA FARM SERVICE AGENCY,
NORTH DAKOTA
&
AFGE LOCAL 888, AFL-CIO

This Interim Agreement between the above Parties reflects consensus on the following issues and will remain in effect until superceded by a negotiated term agreement, or reopened by mutual agreement between the Parties. All references to days in this agreement refer to calendar days.

1) Both Parties recognize the rights and obligations conferred on unions and management by the Federal Service Labor-Management Relations Statute (5 USC, Chapter 71), as well as the Congressional findings and purposes stated in 5 USC 7101 (a) & (b) with regard to collective bargaining in the civil service. The latter is reproduced and included as Attachment #1.

As it regards working conditions and the application of personnel policies, practices, and procedures, employees have the right to be treated fairly and equitably.

2) The agency agrees to recognize the temporary Stewards and Officers appointed or elected by AFGE Local 888 and listed in a memo dated November 25, 1997, from AFGE 8th District Representative Al Ahtner to USDA FSA State Executive Director Scott Stofferahn. A copy of this memo is provided as Attachment #2. The union will notify the agency of any changes in its' officer and steward rosters as such changes occur.

The agency understands that the union has yet to determine its' exact steward and officer structure, and will recognize those stewards and officers when these determinations are finalized. The union will notify the agency within 10 days of the date these determinations are finalized. The union agrees to organize itself in a rational manner which honors the FSA's organizational structure.

In the interests of cost-effectiveness and consistency, the appropriate steward or officer will be provided official time for representational purposes in the geographic area designated, unless, on a case-by-case basis, mutual agreement indicates that a substitute is more appropriate.

3) In accordance with 5 USC 7115 and the MOU of June 22, 1979 between AFGE and the USDA (included as Attachment #3), the agency will process properly authorized dues withholding forms for the union.

4) For all representational purposes, the union will have access to such official time, travel & per diem, facilities and services as are reasonable, necessary, and in the public interest. This includes, but is not limited to, meeting rooms, duplicating equipment, telephones, teleconferencing, FAX machines, computers, internal mail distribution, E-mail, PA systems, and normal office supplies. In order to avoid disruptions in agency operations, the union will provide reasonable notice for purposes of approval, generally at least 24 hours, of its' intent to use facilities, such as meeting rooms, which may be scheduled for other uses.

The union agrees not to claim travel and per diem expenses for union-sponsored training attended solely by union members.

5) Both Parties recognize the benefit of labor relations training to foster the purposes of Chapter 71 of the Statute. Unless there are compelling workload demands, a reasonable amount of administrative leave will be granted to bargaining unit employees designated by the union to travel and attend union-sponsored training sessions provided the subject matter of the sessions specifically pertain to bargaining unit representational matters and not to internal union business. Upon request, the union will provide the agency with a copy of the agenda of the program.

Under such terms, each year the agency will approve attendance at the following seminars:

a) The AFGE 8th District training seminar held in May in the Iowa City area. The agency will allow at least 8 bargaining unit employees to attend.

b) The AFGE 8th District Advanced training seminar held in September or October. The agency will allow at least 3 bargaining unit employees to attend.

Reasonable amounts of administrative leave will also be provided for other union-sponsored training programs on a case-by-case basis. The union recognizes that the agency should receive as much advance notice of such training as is possible.

6) The union agrees to be reasonable and prudent in its' use of official time. Employees may contact designated union stewards and officers and the union may receive unscheduled telephone solicitations without charge to leave or official time, except that when the cumulative amount of time spent by a union steward or officer on such initial contacts exceeds 15 minutes a day, it will be recorded as official time.

Such initial contacts should not exceed 15 minutes per case. Subsequently, the union steward or officer will contact their immediate supervisor to arrange for the official time necessary to investigate and provide representation on the matter involved. This official time shall be requested on an SF-71. The agency

will state the remedy being requested, and it will identify the union steward representing the grievant.

e) Within 10 days of receipt of a written grievance, the supervisor will review the matter, schedule and hold a meeting to include the supervisor, a management designee, the grievant and the union steward, and discuss the issues. Other employees or agency representatives may attend if mutually agreed-upon by the supervisor and the union steward. The supervisor will forward a written response to both the union steward and the chief steward granting or denying the remedy requested within 10 days of the meeting.

f) If not satisfied with the immediate supervisor's decision, the union may similarly submit a written request for review by the State Executive Director within 15 days of receipt of the immediate supervisor's decision. Within 15 days, the State Executive Director, or designee, will schedule a meeting to include the grievant, the original union steward, the chief steward or designee, the immediate supervisor, the State Executive Director or designee, and another agency representative. Other employees or agency representatives may attend if mutually agreed upon by the State Executive Director, or designee, and the chief steward, or designee. The State Executive Director, or designee, will respond with a written decision granting or denying the remedy requested within 15 days of the meeting.

~~g) If the union is not satisfied with the State Executive Director's decision, the decision may be appealed to arbitration within 30 days of receipt of the final decision by a signed request for arbitration (submission agreement) filed with the Federal Mediation & Conciliation Service (FMCS). The Parties will request the FMCS to submit a list of 7 impartial persons qualified to act as Arbitrators. Upon receipt of such list, the agency and the union will meet within 15 days to attempt to mutually agree on the selection of one of the Arbitrators listed. If agreement cannot be reached, the agency and the union will each strike one Arbitrator's name from the list, and will repeat this process until only one name remains. This last remaining individual will be the Arbitrator. A flip of a coin will determine which Party strikes the first name.~~

h) Local attempts to resolve the dispute will continue during the arbitration process right up until the hearing.

i) The arbitration hearing shall normally be held on the agency's premises during regular working hours. Witnesses shall be in a duty status.

j) The agency and the union will equally share the Arbitrator's costs. This includes their fee, and travel and per diem costs. However, travel and per diem cannot exceed existing government limits. The Arbitrator will be informed of these limits prior to

The INTERIM AGREEMENT between the USDA Farm Service Agency of North Dakota (ND FSA) and AFGE Local 888, signed 2/12/98, is modified as follows:

Section 7 (b) Substitute the existing paragraph with the following:

An employee must first raise the matter to be grieved to the designated union steward. This contact may be made in person, if on site, or by phone, fax or E-mail. The union steward will investigate the issue. Management will not impede the Union's research of the grievance issue.

If the employee and steward choose, they can arrange a meeting and discuss the matter with the grieving employee's supervisor in order to attempt to resolve the problem. The steward will inform the supervisor that an informal grievance meeting is being held. In no way does this meeting waive or change the 30 day time limit referred to below in paragraph c.

It is the intent of management and the Union to have open discussions surrounding issues which led to the grievance, to give such matters serious attention, and cooperate in the resolution of the same in the spirit of mutual problem solving.

Section 7 (g) Substitute the existing paragraph with the following:

If the Union is not satisfied with the State Executive Director's decision, the decision may be appealed to arbitration within 30 days of the receipt of the SED's final decision by filing a signed request for arbitration with the SED which is clearly identified as the Union's "Notice of Intent to File for Arbitration" by so stating in the subject line or at the beginning of the letter or memorandum. The Parties will request the FMCS to submit a list of 7 impartial persons qualified to act as Arbitrators, and the Parties will equally share any costs involved with this request. Upon receipt of such list, the Agency and the Union will meet within 15 days to attempt to mutually agree on the selection of one of the Arbitrators listed. If agreement cannot be reached, the Agency and the Union will each strike one Arbitrator's name from the list, and will repeat this process until only one name remains. This last remaining individual will be the Arbitrator. A flip of the coin will determine which Party strikes the first name.

The above modification to the INTERIM AGREEMENT are effective immediately.

For the Agency Date 4/13/2000

For the Union Date 4/19/2000

Rec'd - S.G.
4/11/2001

will normally approve the request. If, however, due to an operational exigency, the agency is unable to provide the official time when requested, the agency will arrange for the necessary time at the next earliest available time. Any time limits which may apply will be extended by the amount of the delay.

The union may similarly request additional time, as needed, if the necessary task was not completed.

Each union officer or steward will record official time used on the appropriate form.

When necessary, the agency will reassign workloads of union officers and stewards in order for their representational duties to be carried out.

If travel and per diem is approved by the agency, designated union officers and stewards may travel under existing travel authorizations. If the designated union officer or steward or employee does not have a limited open travel authorization, the State Office will prepare a special authorization prior to the travel.

7) GRIEVANCE & ARBITRATION PROCEDURES- [Refer to 5 USC 7103 (a) (9) and 7121]

a) Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The agency and the union agree that every effort will be made to settle grievances at the lowest possible level.

~~b) An employee will first raise the matter to be grieved to the designated union steward. This contact may be made in person, if on site, or by phone, fax, or E-mail. The union steward will investigate the issue.~~

If the employee ~~and steward choose~~, ^{Supervisor} they can arrange a meeting and discuss the matter with the grieving employee's supervisor in order to attempt to resolve the problem. The steward will inform the supervisor that an informal grievance meeting is being held. ~~In no way does this meeting waive or change the 30 day time limit referred to below in paragraph c.~~

c) If the matter is not resolved, the union may file a written grievance on the matter. A written grievance must be filed within 30 days of the date the grievant became aware, or had reason to become aware, of the incident being grieved. Ongoing conditions can be grieved at any time.

d) The written grievance will describe the incident being grieved. It will identify, if appropriate, the specific law, rule, regulation, or contract provision allegedly violated. It

accepting the case.

The hearing can be audio recorded, or reported stenographically. Any costs for such records will be borne by the Party requesting the report, except in the case of agency-owned recording equipment or stenographers under the employ of the agency, in which case the equipment or stenographer and their report will be provided at no charge. If the other Party decides it wants a copy, it will receive one from the original requesting Party after paying half of the costs.

k) The Arbitrator will be requested to render his/her award as quickly as possible. The Arbitrator's award shall be binding on the Parties. However, either Party may file exceptions to the award with the Federal Labor Relations Authority per 5 USC 7122. Refer to 5 USC 7123 with regard to judicial review.

l) Time limits indicated above may be modified by mutual agreement. Failure to meet agreed-upon time limits by the union will allow the agency to reject a grievance or arbitration submission agreement. Failure by the agency to meet the time limits will result in the escalation of the grievance to the next step of the procedure.

8) Within 30 days after the Union has elected its' first slate of term officers, those officers will meet with the agency to arrive at a mutually agreed-upon timetable for training on interest-based bargaining and other cooperative/consensual labor relations techniques, the formation of a partnership council, and the negotiation of a term agreement.

9) This Interim Agreement will be effective immediately upon signature by 2 agency and 2 union representatives. It will remain in effect until superceded by a negotiated term agreement, or reopened by mutual agreement between the Parties. Memorandums of Understanding (MOUs) negotiated in the meantime will be incorporated into this Interim Agreement, and will remain in effect for as long as the Interim Agreement remains in effect.

Paul J. Oehler 2/12/98

[Signature] 2-12-98

Patricia J. Eckroth 2-12-98
For the Union Date

[Signature] 2-12-98
For the Agency Date

ATTACHMENT 1

SUBCHAPTER I—GENERAL PROVISIONS

§7101. Findings and purpose

(a) The Congress finds that—

(1) 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 in decisions which affect them—

(A) safeguards the public interest,

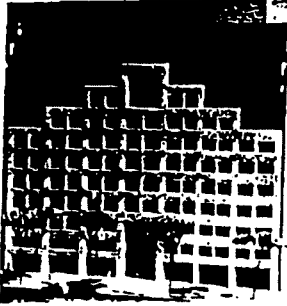
(B) contributes to the effective conduct of public business, and

(C) facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and

(2) the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government.

Therefore, labor organizations and collective bargaining in the civil service are in the public interest.

(b) It is the purpose of this chapter to prescribe certain rights and obligations of the employees of the Federal Government and to establish procedures which are designed to meet the special requirements and needs of the Government. The provisions of this chapter should be interpreted in a manner consistent with the requirement of an effective and efficient Government.



AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

AFFILIATED WITH THE AFL-CIO

JOHN N. STURDIVANT
NATIONAL PRESIDENT

BOBBY L. HARNAGE
NATIONAL SEC. TREAS.

KITTY PEDDICORD
DIRECTOR WOMEN'S DEPARTMENT



TERRENCE L. ROGERS
NATIONAL VICE PRESIDENT
8TH DISTRICT OFFICE
2930 METRO DRIVE, SUITE 314
MINNEAPOLIS, MN 55425
TELEPHONE: (612) 854-3216
FAX: (612) 854-6257

Iowa, Minnesota, Nebraska, No. & So. Dakota

IN REPLY PLEASE REFER TO

Scott Stofferahn, State Executive Director
Farm Service Agency
PO Bx 3046
Fargo, ND 58108-3046

Union Officers
&
Stewards

November 25, 1997

AFGE Local 888

Dear Scott,

As per my memo to you of November 14 (a copy of which was forwarded to NVP Terry Rogers, though I failed to indicate such on the memo), I am notifying you of the people selected to be temporary officers of the AFGE North Dakota FSA Local at our meeting this past Saturday.

The temporary officers are as follows;

PRESIDENT-	Pat Eckroth,
VICE- PRESIDENT-	Marietta Ganser,
TREASURER-	Joe Thomas, and,
SECRETARY-	Dee Dee Revelette.

We also selected provisional Stewards. For the time being, we have decided to have one Steward for each of the 6 Districts. The people selected for those positions are;

DISTRICT I-	Colleen Schmidt,
DISTRICT II-	Lee Feldman,
DISTRICT III-	Karen Crowston,
DISTRICT IV-	Todd Neurohr,
DISTRICT V-	Jay Johnson, and,
DISTRICT VI-	Dirk Nysveen.

We also selected employees who would serve as provisional Negotiators for each of the Districts, as well as the State Office. By District Negotiator, we mean the person who the District Director should notify of any proposed changes in working conditions & personnel policies, practices, and procedures, which are within the District Directors' domain. (By contrast, the District Stewards are responsible for all other representational duties that may arise, as well as internal Union matters, for their respective District.)

These District Negotiators would be responsible for researching and drafting proposals and then negotiating with the District Director over such District-level matters. In some cases, these District Negotiators will be the same person as the District Steward, but in other cases the position will be filled by a different person.

The following people were selected to be the provisional District Negotiators:

DISTRICT I- Colleen Schmidt,
DISTRICT II- Lee Feldman,
DISTRICT III- William Hendrickx,
DISTRICT IV- Jim Kisse,
DISTRICT V- Jay Johnson, and,
DISTRICT VI- Joe Thomas.

Pat Eckroth is the provisional State Office Negotiator for receiving notice, and bargaining over proposed changes in working conditions & personnel policies, practices, and procedures which arise from your office.

As such, Pat will be working on the Union's proposals regarding the Park River office which you submitted earlier this month. We appreciate your extension of the deadline for submission of such proposals to Friday, December 12.

This past Saturday, we also tasked a committee to formulate proposals to the membership as to the By-Laws which the Local will adopt. It is these By-Laws which will incorporate the permanent decisions as to the organization of the Local, such as exactly which Officers will be elected, when the elections will take place, and the Steward structure. I am expecting a report from this committee during my visit to the Fargo area the week of December 8.

It is still my hope that we can exchange proposals for an interim agreement on December 11. A prime concern of mine will be to discuss some of the training opportunities which will arise this next year for the Union activists, and to arrange for the scheduling of official time for them. At the least, we can meet, and I can tour your facilities. I will keep you posted.

With regard to a joint Labor-Management forum on basic labor rights in the Federal Civil Service, it is our proposal that the Federal Labor Relations Authority (FLRA) conduct such training. I have been involved with several such sessions conducted by them, for a variety of Federal agencies, and have always found them to do an excellent job. I strongly feel it is most appropriate to have this material coming straight from, "the horse's mouth", if you will. Furthermore, providing such training is one of their legislated tasks/missions. No one has more experience providing training over these matters.

If you agree, I will be glad to initiate the necessary contacts and arrangements for this.

Finally, I am enclosing a copy of an AFGE publication, "Government That Works", which provides many examples of AFGE working in partnership with a variety of Federal agencies towards the mutual goals of mission accomplishment and employee empowerment. I hope you find it interesting.

Sincerely yours,

Alan E. Achtner
AFGE 8th District Representative
1413 Franklin
Iowa City, IA 52240- 2710
319 354 4834 tele/fax

CC- National Vice- President Terry Rogers
Temporary Local President Pat Eckroth

ATTACHMENT 3

MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT OF AGRICULTURE AND THE AMERICAN
FEDERATION OF GOVERNMENT EMPLOYEES

This Memorandum of Understanding is between the Department of Agriculture, hereinafter referred to as USDA, and the American Federation of Government Employees, hereinafter referred to as AFGZ.

I. It is agreed that this Agreement is subject to and governed by CSRA.

II. The individual employee of the USDA who is a member of the AFGZ and included within an exclusive unit shall obtain his/her SF-1187, REQUEST AND AUTHORIZATION FOR VOLUNTARY ALLOTMENT OF COMPENSATION FOR PAYMENT OF EMPLOYEE ORGANIZATION DUES, from AFGZ and shall file it with the designated AFGZ representative, who will forward it to the Personnel Office of the Agency. In those cases wherein management and the union disagree regarding the eligibility of an employee for dues withholding, both parties acknowledge that such representation disputes are the sole function of the FLRA and accordingly agree that the dues of such an employee shall be placed in an escrow account pending an appropriate Authority determination. The employee shall be instructed by AFGZ to complete Part A and Part B. No other number must appear in the block provided as "Identification Number" except the employee's Social Security Number.

III. Deductions will be made each pay period by the USDA and remittances will be made each pay period to the National Office of the AFGZ. Remittances shall be accompanied by a computer tape, one for each pay period, by Locals, showing the names of the member employees from whose pay dues were withheld, the amount withheld, the code number of the Local to which each employee member belongs, social security number, and will be summarized to show the number of members for whom dues were withheld, total amount withheld, and the amount due the Local. Each tape will also include the name of each employee member for that Local who previously made an allotment for whom no deduction was made whether due to leave without pay or other cause. Such employee shall be designated with an appropriate explanatory term.

IV. It is agreed that Part A of SF-1187, including the insertion of code numbers of the AFGZ (52) and the appropriate Local number, will be executed by the Financial Officer of the Local to which the employee member belongs or by the National Secretary-Treasurer of the AFGZ, if the member is a member-at-large. The amount so certified shall be the amount of the regular dues (exclusive of initiation fees, assessments, back dues, fines and similar charges and fees). One standard amount for all employees or different amounts of dues for different employees may be specified. If there should be any change in the dues structure or amount, a blanket authorization listing each employee's name and social security number, and the amount of dues to be withheld will be submitted to the appropriate payroll office. The listing will be identified by labor organization and Local codes. Only one such change may normally be made in any period of twelve consecutive months for a given Local.

V. The payroll office of the USDA will terminate an allotment per a request received in accordance with any one of the following:

- (1) as of the beginning of the first full pay period following receipt of notice that exclusive recognition has been withdrawn;
- (2) at the end of the pay period during which an employee member is separated from the USDA;
- (3) at the end of the pay period during which the payroll office receives notice from the APGZ or a Local of the APGZ that the employee member has ceased to be a member in good standing;
- (4) pursuant to a timely request in accordance with the following time provision effective September 1, 1979, for all revocations received prior to September 1, 1978;
- (5) effective September 1, 1979, and each September 1 thereafter for all allotments in effect as of January 11, 1979;
- (6) on the annual anniversary date of each allotment completed after January 11, 1979.

VI. The USDA payroll office will send to the National Financial Officer of the APGZ a copy of each written revocation of an authorization which it receives. Revocation must be submitted to the appropriate Local in writing over the signature of the member on the Standard Form 1188 and must be submitted to the appropriate Personnel Office not earlier than the first day of the month prior to the annual date upon which revocation may be effected in accordance with the above.

Agreed to on the 15th day of January, 1979, and as amended by FLRA decision No. O-PS-1 on April 19, 1979.

JOHN W. FOSSUM
Director of Personnel
U.S. Department of Agriculture

KENNETH T. BLAYLOCK
National President
American Federation of
Government Employees

6/22/79

Date

(C) facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and

(2) the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government.

Therefore, labor organizations and collective bargaining in the civil service are in the public interest.

(b) It is the purpose of this chapter to prescribe certain rights and obligations of the employees of the Federal Government and to establish procedures which are designed to meet the special requirements and needs of the Government. The provisions of this chapter should be interpreted in a manner consistent with the requirement of an effective and efficient Government.

§ 7102. Employees' rights

Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this chapter, such right includes the right—

(1) to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and

(2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter.

§ 7103. Definitions; application

(a) For the purpose of this chapter—

(1) "person" means an individual, labor organization, or agency;

(2) "employee" means an individual—

(A) employed in an agency; or

(B) whose employment in an agency has ceased because of any unfair labor practice under section 7116 of this title and who has not obtained any other regular and substantially equivalent employment, as determined under regulations prescribed by the Federal Labor Relations Authority;

but does not include—

(i) an alien or noncitizen of the United States who occupies a position outside the United States;

(ii) a member of the uniformed services;

(iii) a supervisor or a management official;

(iv) an officer or employee in the Foreign Service of the United States employed in the Department of State, the International Communication Agency, the United States International Development Cooperation Agency, the

Department of Agriculture, or the Department of Commerce; or

(v) any person who participates in a strike in violation of section 7311 of this title;

(3) "agency" means an Executive agency (including a nonappropriated fund instrumentality described in section 2105(c) of this title and the Veterans' Canteen Service, Department of Veterans Affairs), the Library of Congress, and the Government Printing Office, but does not include—

- (A) the General Accounting Office;
- (B) the Federal Bureau of Investigation;
- (C) the Central Intelligence Agency;
- (D) the National Security Agency;
- (E) the Tennessee Valley Authority;
- (F) the Federal Labor Relations Authority; or
- (G) the Federal Service Impasses Panel;

(4) "labor organization" means an organization composed in whole or in part of employees, in which employees participate and pay dues, and which has as a purpose the dealing with an agency concerning grievances and conditions of employment, but does not include—

(A) an organization which, by its constitution, bylaws, tacit agreement among its members, or otherwise, denies membership because of race, color, creed, national origin, sex, age, preferential or nonpreferential civil service status, political affiliation, marital status, or handicapping condition;

(B) an organization which advocates the overthrow of the constitutional form of government of the United States;

(C) an organization sponsored by an agency; or

(D) an organization which participates in the conduct of a strike against the Government or any agency thereof or imposes a duty or obligation to conduct, assist, or participate in such a strike;

(5) "dues" means dues, fees, and assessments;

(6) "Authority" means the Federal Labor Relations Authority described in section 7104(a) of this title;

(7) "Panel" means the Federal Service Impasses Panel described in section 7119(c) of this title;

(8) "collective bargaining agreement" means an agreement entered into as a result of collective bargaining pursuant to the provisions of this chapter;

(9) "grievance" means any complaint—

(A) by any employee concerning any matter relating to the employment of the employee;

(B) by any labor organization concerning any matter relating to the employment of any employee; or

(C) by any employee labor organization, or agency concerning—

(i) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or

(ii) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment;

(10) "supervisor" means an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment, except that, with respect to any unit which includes firefighters or nurses, the term "supervisor" includes only those individuals who devote a preponderance of their employment time to exercising such authority;

(11) "management official" means an individual employed by an agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency;

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

(13) "confidential employee" means an employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor-management relations;

(14) "conditions of employment" means personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not include policies, practices, and matters—

(A) relating to political activities prohibited under subchapter III of chapter 73 of this title;

(B) relating to the classification of any position; or

(C) to the extent such matters are specifically provided for by Federal statute;

(15) "professional employee" means—

(A) an employee engaged in the performance of work—

(i) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital (as distinguished from knowledge acquired by a general academic education, or from an apprenticeship, or from training in the performance of routine mental, manual, mechanical, or physical activities);

(ii) requiring the consistent exercise of discretion and judgment in its performance;

(iii) which is predominantly intellectual and varied in character (as distinguished from routine mental, manual, mechanical, or physical work); and

(iv) which is of such character that the output produced or the result accomplished by such work cannot be standardized in relation to a given period of time;

or

(B) an employee who has completed the courses of specialized intellectual instruction and study described in subparagraph (A)(i) of this paragraph and is performing related work under appropriate direction or guidance to qualify the employee as a professional employee described in subparagraph (A) of this paragraph;

(16) "exclusive representative" means any labor organization which—

(A) is certified as the exclusive representative of employees in an appropriate unit pursuant to section 7111 of this title; or

(B) was recognized by an agency immediately before the effective date of this chapter as the exclusive representative of employees in an appropriate unit—

(i) on the basis of an election, or

(ii) on any basis other than an election,

and continues to be so recognized in accordance with the provisions of this chapter;

(17) "firefighter" means any employee engaged in the performance of work directly connected with the control and extinguishment of fires or the maintenance and use of firefighting apparatus and equipment; and

(18) "United States" means the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, the Trust Territory of the Pacific Islands, and any territory or possession of the United States.

(b)(1) The President may issue an order excluding any agency or subdivision thereof from coverage under this chapter if the President determines that—

(A) the agency or subdivision has as a primary function intelligence, counterintelligence, investigative, or national security work, and

(B) the provisions of this chapter cannot be applied to that agency or subdivision in a manner consistent with national security requirements and considerations.

(2) The President may issue an order suspending any provision of this chapter with respect to any agency, installation, or activity located outside the 50 States and the District of Columbia, if the President determines that the suspension is necessary in the interest of national security.

§ 7104. Federal Labor Relations Authority

(a) The Federal Labor Relations Authority is composed of three members, not more than 2 of whom may be adherents of the same political party. No member shall engage in any other business or employment or hold another office or position in the Government of the United States except as otherwise provided by law.

SUBCHAPTER III—GRIEVANCES, APPEALS, AND REVIEW

§7121. Grievance procedures

(a)(1) Except as provided in paragraph (2) of this subsection, any collective bargaining agreement shall provide procedures for the settlement of grievances, including questions of arbitrability. Except as provided in subsections (d) and (e) of this section, the procedures shall be the exclusive procedures for resolving grievances which fall within its coverage.

(2) Any collective bargaining agreement may exclude any matter from the application of the grievance procedures which are provided for in the agreement.

(b) Any negotiated grievance procedure referred to in subsection (a) of this section shall—

- (1) be fair and simple,
- (2) provide for expeditious processing, and
- (3) include procedures that—

(A) assure an exclusive representative the right, in its own behalf or on behalf of any employee in the unit represented by the exclusive representative, to present and process grievances;

(B) assure such an employee the right to present a grievance on the employee's own behalf, and assure the exclusive representative the right to be present during the grievance proceeding; and

(C) provide that any grievance not satisfactorily settled under the negotiated grievance procedure shall be subject to binding arbitration which may be invoked by either the exclusive representative or the agency.

(c) The preceding subsections of this section shall not apply with respect to any grievance concerning—

(1) any claimed violation of subchapter III of chapter 73 of this title (relating to prohibited political activities);

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

(3) a suspension or removal under section 7532 of this title;

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

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

(d) An aggrieved employee affected by a prohibited personnel practice under section 2302(b)(1) of this title which also falls under the coverage of the negotiated grievance procedure may raise the matter under a statutory procedure or the negotiated procedure, but not both. An employee shall be deemed to have exercised his option under this subsection 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, in accordance with

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the provisions of the parties' negotiated procedure, whichever event occurs first. Selection of the negotiated procedure in no manner prejudices the right of an aggrieved employee to request the Merit Systems Protection Board to review the final decision pursuant to section 7702 of this title in the case of any personnel action that could have been appealed to the Board, or, where applicable, to request the Equal Employment Opportunity Commission to review a final decision in any other matter involving a complaint of discrimination of the type prohibited by any law administered by the Equal Employment Opportunity Commission.

(e)(1) Matters covered under sections 4303 and 7512 of this title which also fall within the coverage of the negotiated grievance procedure may, in the discretion of the aggrieved employee, be raised either under the appellate procedures of section 7701 of this title or under the negotiated grievance procedure, but not both. Similar matters which arise under other personnel systems applicable to employees covered by this chapter may, in the discretion of the aggrieved employee, be raised either under the appellate procedures, if any, applicable to those matters, or under the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised his option under this subsection to raise a matter either under the applicable appellate procedures or under the negotiated grievance procedure at such time as the employee timely files a notice of appeal under the applicable appellate procedures or timely files a grievance in writing in accordance with the provisions of the parties' negotiated grievance procedure, whichever event occurs first.

(2) In matters covered under sections 4303 and 7512 of this title which have been raised under the negotiated grievance procedure in accordance with this section, an arbitrator shall be governed by section 7701(c)(1) of this title, as applicable.

(f) In matters covered under sections 4303 and 7512 of this title which have been raised under the negotiated grievance procedure in accordance with this section, section 7703 of this title pertaining to judicial review shall apply to the award of an arbitrator in the same manner and under the same conditions as if the matter had been decided by the Board. In matters similar to those covered under sections 4303 and 7512 of this title which arise under other personnel systems and which an aggrieved employee has raised under the negotiated grievance procedure, judicial review of an arbitrator's award may be obtained in the same manner and on the same basis as could be obtained of a final decision in such matters raised under applicable appellate procedures.

§ 7122. Exceptions to arbitral awards

(a) Either party to arbitration under this chapter may file with the Authority an exception to any arbitrator's award pursuant to the arbitration (other than an award relating to a matter described in section 7121(f) of this title). If upon review the Authority finds that the award is deficient—

(1) because it is contrary to any law, rule, or regulation;

or

(2) on other grounds similar to those applied by Federal courts in private sector labor-management relations;



AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

AFFILIATED WITH THE AFL-CIO

JOHN N. STURDIVANT
NATIONAL PRESIDENT

BOBBY L. HARNAGE
NATIONAL SEC. TREAS.

KITTY PEDDICORD
DIRECTOR WOMEN'S DEPARTMENT



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Iowa, Minnesota, Nebraska, No. & So. Dakota

IN REPLY PLEASE REFER TO:

Scott Stofferahn, State Executive Director
Farm Service Agency
PO Bx 3046
Fargo, ND 58108-3046

Union Officers
&
Stewards

February 25, 1998

AFGE Local 888

Dear Scott,

In accordance with Section 2, paragraph 2 of the Interim Agreement between the North Dakota FSA and AFGE Local 888, I am notifying you of the exact Officer and Steward structure that was approved by the Local at its' February 21st meeting at which the proposed Bylaws were adopted.

Elected Officers will consist of the following 5 positions;

- President
- First Vice-President
- Second Vice-President
- Treasurer
- Secretary.

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ND STATE FSA OFFICE

These 5 elected Officers will constitute the Executive Board of the Local.

The temporary Officers selected November 22nd and named in my memo of November 25 to you (attachment 2 of the Interim Agreement) will continue to serve until the first set of term Officers has been elected. It is my understanding that a chair for the Election Committee was also chosen at the February 21st meeting, and is moving forward with the election process. For the time being, Marietta Ganser will continue as the sole Vice-President.

The Bylaws also provide for the District Stewards and Negotiators described in the November 25 memo. The provisional Stewards and Negotiators named in the November 25 memo will continue to serve for now.

The Bylaws also provide for a State Office Steward and Negotiator. Pat Eckroth will continue to serve these 2 roles for now.

All Stewards and Negotiators are to be appointed by the Executive Board. When the first set of term officers are elected, the resultant Executive Board will make such changes in the Steward/Negotiator roster as they deem fit.

Finally, the Bylaws provide for a Chief Steward to be appointed by the Executive Board. The primary duty of the Chief Steward is to organize and supervise the activities of the other Stewards/Negotiators. For the time being, Pat Eckroth will continue to perform these duties in her role as temporary President, or delegate them to another temporary officer as she deems fit.

I would suggest that this memo be attached to the Interim Agreement as Attachment #5, after the photocopy of 5 USC 7121 on grievances.

Please stay in touch and let me know if you have any questions about this memo.

Sincerely yours,



Alan E. Achtner
AFGE 8th District Representative
1413 Franklin Street
Iowa City, IA 52240-2710
319 354 4834 tele/fax

CC- National Vice-President Terry Rogers
Temporary Local President Pat Eckroth

I'll be in
D.C. THE
WEEK OF
MARCH 2nd. I'll
CONTACT SAM GILL
APRIL THAT
RS: JOINT
PLANNING