

**AGREEMENT BETWEEN**  
**FARM SERVICE AGENCY – KANSAS**  
**AND**  
**AMERICAN FEDERATION OF GOVERNMENT**  
**EMPLOYEES - LOCAL 3354**

Effective January 1, 2003

PREAMBLE.....	ii
ARTICLE 1 - GENERAL PROVISIONS.....	ii
1.1 RECOGNITION AND UNIT DESIGNATIONS.....	iii
1.2 UNIT.....	iii
1.3 DEFINITIONS.....	iii
AGENCY.....	iii
COLLECTIVE BARGAINING.....	iii
CONDITIONS OF EMPLOYMENT.....	iii
EMERGENCY SITUATION.....	iii
EMPLOYEES.....	iii
EMPLOYER.....	iv
FORMAL MEETING.....	iv
GRIEVANCE.....	iv
IMPASSE.....	iv
MANAGEMENT.....	iv
SUPERVISOR.....	iv
UNION.....	iv
ARTICLE 2 - LAW AND REGULATIONS.....	5
ARTICLE 3 - RIGHTS OF EMPLOYER, UNION AND EMPLOYEES.....	5
3.1 MANAGEMENT RIGHTS.....	5
3.2 REPRESENTATION RIGHTS AND DUTIES.....	6
3.3 EMPLOYEES' RIGHTS.....	7
ARTICLE 4 - GRIEVANCES.....	8
ARTICLE 5 - ARBITRATION.....	9
ARTICLE 6 - WORK SCHEDULES.....	9
ARTICLE 7 - OVERTIME/COMP TIME.....	10
ARTICLE 8 - LEAVE.....	10
ARTICLE 9 - TRAINING.....	10
ARTICLE 10 - PERFORMANCE MANAGEMENT.....	11
10.1 ANNUAL NOTIFICATION.....	11
10.2 PERFORMANCE MANAGEMENT TRAINING/COUNSELING.....	11
10.3 PERFORMANCE APPRAISALS.....	11
10.4 PERFORMANCE STANDARDS/UNACCEPTABLE PERFORMANCE.....	11
ARTICLE 11 - OFFICIAL TIME/UNION REPRESENTATION.....	12
11.1 OFFICIAL TIME.....	12
11.2 UNION REPRESENTATION.....	12
ARTICLE 12 - USE OF OFFICIAL FACILITIES/SERVICES/EQUIPMENT.....	12
12.1 REPRESENTATIONAL PURPOSES.....	12
12.2 BULLETIN BOARD SPACE.....	13
12.3 LISTING OF BARGAINING UNIT EMPLOYEES.....	13
ARTICLE 13 - DISTRIBUTION OF AGREEMENT.....	13
ARTICLE 14 - DURATION OF AGREEMENT.....	13
14.1 RE-NEGOTIATION.....	13
14.2 NEGOTIATIONS FOR NEW AGREEMENT.....	13
ARTICLE 15 - MEMBERSHIP DRIVES.....	13
15.1 USE OF FACILITIES.....	13
ARTICLE 16 - DUES DEDUCTION.....	14
16.1 DUES WITHHOLDING.....	14
16.2 DUES REVOCATION.....	14

16.3 TERMINATION OF DUES DEDUCTIONS.....	15
ARTICLE 18 - AWARDS.....	15
ARTICLE 19 - SUPPLY BUDGET.....	15
19.1 OFFICE SUPPLIES AND EQUIPMENT.....	15
19.2 ORDERING SUPPLIES.....	16
ARTICLE 20 - POSITION DESCRIPTIONS.....	16
20.1 POSITION DESCRIPTIONS.....	16
20.2 CLASSIFICATION STANDARDS.....	16
20.3 NOTIFICATION OF CHANGES.....	17
20.4 GRADE DETERMINING DUTIES.....	17
ARTICLE 21 - EMPLOYEE CONDUCT.....	17
ARTICLE 22 - REDUCTION-IN-FORCE.....	17
22.1 NOTIFICATION.....	17
22.2 INFORMATION REQUESTED BY THE UNION.....	17
22.3 EMPLOYEE ACCESS.....	17
ARTICLE 23 - HAZARDOUS WEATHER.....	18
23.1 POLICY.....	18
ARTICLE 24 - HEALTH AND SAFETY.....	18
24.1 ACTIONS FOR UNSAFE CONDITIONS.....	18
24.2 EMPLOYEE INFORMATION AND EQUIPMENT.....	18
24.3 SAFETY/HEALTH INSPECTIONS.....	18
24.4 EMPLOYEE OCCUPATIONAL INJURY OR ILLNESS.....	19
24.5 OCCUPANT EMERGENCY PLAN.....	19
24.6 HEALTH BENEFITS.....	19
24.7 CHEMICAL MATERIALS.....	19
24.8 SAFETY REPORTS.....	19
24.9 SNOWFALL SAFETY.....	19
24.10 UNION RESPONSIBILITIES.....	19
24.11 FIRST AID TRAINING.....	19
ARTICLE 25 - OFFICE SPACE.....	20
ARTICLE 26 - TRAVEL POLICY.....	21
26.1 APPROVAL.....	21
26.2 USE OF VEHICLES.....	21
26.3 TRAVEL EXPENSES.....	21

**PREAMBLE**

This Agreement is made pursuant to Title VII of Public Law 95-454 known as the Civil Service Reform Act of 1978. The following articles of this Agreement, together with any agreed to at a later date, constitute the Agreement by and between Farm Service Agency, United States Department of Agriculture, serving the State of Kansas, hereinafter referred to as the "EMPLOYER" and the American Federation of Government Employees (AFL-CIO) Local 3354, hereinafter referred to as the "UNION," for the Employees in the Unit described below hereinafter referred to as the "EMPLOYEES."

The Union and the Employer agree to work toward the creation of a work environment in which Supervisors and Employees treat each other with respect and consideration. All Employees shall be treated fairly and equitably with proper regard for their privacy and constitutional rights and shall not be subject to intimidation, coercion, harassment, or retaliation for exercising any Employee rights provided for in this agreement.

**ARTICLE 1 - GENERAL PROVISIONS**

**1.1 RECOGNITION AND UNIT DESIGNATIONS:** Under authority contained in Title VII of Public Law 95-454, the State Executive Director of the Kansas State FSA Office hereby recognizes the Union as the exclusive representative of all the Employees in the Unit as described in Article 1.2. The Union recognizes its responsibility to represent the interests of all such Employees with respect to grievances, personnel policies, practices, and procedures, or other matters affecting their general working conditions, in accordance with the Civil Service Reform Act of 1978.

**1.2 UNIT:** The Unit to which this Agreement is applicable is composed of:

**Includes:** All Federal non-supervisory professional and nonprofessional Employees, full time, part time and temporary Employees expected to be employed over 90 days, within the State of Kansas under the direction of the State Executive Director, Farm Service Agency.

**Excludes:** Management officials, Employees engaged in Federal Personnel work in other than a purely clerical capacity, confidential Employee(s), Supervisors and guards as defined in Public Law 95-454.

**1.3 DEFINITIONS:** The following definitions of terms used in this Agreement shall apply:

- A. **AGENCY:** Farm Service Agency, United States Department of Agriculture.
- B. **ALTERNATIVE DISPUTE RESOLUTION:** Alternative Dispute Resolution (ADR) is any number of conflict resolution techniques which use a neutral third party to assist employees, managers, agencies, and USDA customers in resolving disputes. ADR is any method of dispute resolution other than formal adjudication. Management and Employee participation in ADR is voluntary.
- C. **COLLECTIVE BARGAINING:** The performance of the mutual obligation of the representative of an Agency and the exclusive representative of Employees in an appropriate Unit in the Agency to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting such Employees and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached, but the obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession.
- D. **CONDITIONS OF EMPLOYMENT:** Personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not include policies, practices, and matters:
  - 1. relating to political activities prohibited under subchapter III of chapter 73 of Title VII;
  - 2. relating to the classification of any position; or
  - 3. to the extent such matters are specifically provided for by Federal statute.
- E. **EMERGENCY SITUATION:** An emergency situation is one which poses sudden immediate and unforeseen work requirements for the Employer or the Agency as a result of natural phenomena or other circumstances beyond the Employer's or the Agency's control or ability to anticipate.
- F. **EMPLOYEES:** Employees of the Unit are described in Article 1.2.

- G. **EMPLOYER:** Farm Service Agency (FSA); United State Department of Agriculture, serving the state of Kansas.
- H. **FORMAL MEETING:** Any formal discussion between one or more representatives of the Agency and one or more Employees in the Unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment. Any examination of an Employee in the Unit by a representative of the Agency in connection with an investigation if the Employee reasonably believes that the examination may result in disciplinary action against the Employee; and the Employee requests representation.
- I. **GRIEVANCE:** For purposes of this Agreement, a "grievance" means any complaint as defined under Section 7103 (a)(9) of the Statute, excluding from grievability such issues as are defined under Section 7121 (c) of the Statute.
- J. **IMPASSE:** The state of inability of the representatives of the Employer and the Union to arrive at a mutually agreeable position, concerning negotiable matters, through the bargaining process.
- K. **MANAGEMENT:** An individual employed by FSA in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of FSA. These positions include the Administrator Farm Service Agency, Kansas FSA State Executive Director, Executive Officer, Administrative Officer, District Directors, State Office Division Directors, Farm Loan Managers, Plans and Operations Specialist, District Specialists, Administrative Specialist, SED Secretary and County Operations Reviewers, and all Management officials, Supervisors, and other representatives of Management having authority to act for the Employer.
- L. **SUPERVISOR:** 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.
- M. **UNION:** American Federation of Government Employees, Kansas Local 3354 (AFL-CIO).

## ARTICLE 2 - LAW AND REGULATIONS

In the administration of all matters covered by this Agreement, the Employer and the Union are governed by existing or future laws and regulations of appropriate authorities, by existing regulations, and by existing published Department and Agency rules and regulations consistent with provisions of 5 USC 7114 and 7117. The Union waives no right by agreeing to this proposal.

As of the effective date of this Agreement, all past practices and previously negotiated agreements between AFGE Kansas Local 3354 and the Employees that conflict with the terms and conditions of the Agreement are null and void.

## ARTICLE 3 - RIGHTS OF EMPLOYER, UNION AND EMPLOYEES

### 3.1 MANAGEMENT RIGHTS:

- A. Subject to subsection B of this section, nothing in this section shall affect the authority of any Management official of the Employer:
  - 1. To determine the mission, budget, organization, number of Employees, and internal security practices of the Employer; and
  - 2. In accordance with applicable laws:
    - a. to hire, assign, direct, layoff, and retain Employees of the Employer, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees;
    - b. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Employer operations shall be conducted;
    - c. with respect to filling positions, to make selections for appointments from:
      - (1) among properly ranked and certified candidates for promotions; or
      - (2) any other appropriate sources; and
    - d. to take whatever actions may be necessary to carry out the Employer's mission during emergencies.
- B. Nothing in this section shall preclude the Employer and the Union from negotiating in accordance with the provisions of 7106 (b) (1) of the Statute.
  - 1. on the numbers, types and grades of Employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
  - 2. procedures which Management officials of the Employer will observe in exercising any authority under this section; and
  - 3. appropriate arrangements for Employees adversely affected by the exercise of any authority under this section by such Management officials.

### **3.2 REPRESENTATION RIGHTS AND DUTIES:**

- A. The Union, which has been accorded exclusive recognition, is the exclusive representative of the Employees in the Unit it represents and is entitled to act for, and negotiate collective bargaining agreements covering all Employees in the Unit. The Union is responsible for representing the interests of all Employees in the Unit it represents without discrimination and without regard to labor organization membership.
- B. The Union shall be given the opportunity to be represented at:
  - 1. any formal discussion between one or more representatives of the Employer and one or more Employees in the Unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or
  - 2. any examination of an Employee in the Unit by a representative of the Employer in connection with an investigation if:
    - a. the Employee reasonably believes that the examination may result in disciplinary action against the Employee; and
    - b. the Employee requests representation.
- C. The Agency shall annually inform its Employees of their rights under paragraph B 2 of this subsection.
- D. Employee Orientation
  - 1. Management shall give notice to the Union Vice-President or designee of all orientation sessions for new Employees. The Union may distribute appropriate material and may discuss issues, which do not constitute internal Union business.

The Union shall insure that each Bargaining Unit Employee receives:

    - a. a copy of the Union contract,
    - b. any Bargaining Unit-wide supplemental agreements,
    - c. Union provided listing of Stewards, and
    - d. Union provided cover letter.
  - 2. Within 5 working days after an Employee enters on duty into a new work Unit, the Supervisor shall contact the appropriate Union Steward and arrange for a time for an introduction. It is understood that this provision applies to any permanent assignment or to any temporary assignment greater than 90 days of cumulative and contiguous employment.
- E. To the extent it is within Management's control, Management will provide the Union at least seven (7) calendar days notice, in advance of anticipated implementation date, of changes affecting conditions of employment of Bargaining Unit Employees. If the Union wishes to negotiate on the proposed changes, it shall notify Management by specifying the issues and submitting counter proposals within seven (7) calendar days of receipt of Management's notice. Failure to meet agreed upon time limits shall allow Management to implement the

proposed changes. Notices, Handbook Amendments and other policies generated by National Office shall be considered sufficient notification and shall be implemented within seven (7) calendar days from the date of receipt by the Vice President or designee. Management, shall not provide additional notice to the Union on these matters. If the Union wishes to negotiate on the proposed changes, it shall notify Management by specifying the issues and submitting counter proposals within seven (7) calendar days from the date of receipt.

- F. It is understood and agreed that whenever the phrase "as determined by Management" is used in this Agreement, such Management determinations may be grieved under Article 4 or other appropriate procedures.
- G. Employees shall not be adversely affected with respect to any condition of employment as a result of their participation in authorized Union activities.

### **3.3 EMPLOYEES' RIGHTS:**

- A. 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 section, 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.
- B. Employees shall have the right to Union representation upon request in Management-initiated formal disciplinary meetings.
- C. As soon as practicable when making inquiry into possible Employee misconduct for which a disciplinary or adverse action may be proposed or issued, Management shall summarize the facts to the extent they are known regarding the possible instance of misconduct, present these facts to the Employee whose conduct is being investigated, and provide him/her the opportunity to reply. The Employee shall, upon request, be afforded the opportunity for Union representation at this time. At that point, the Employee may indicate the names of witnesses who he/she believes have information relevant to the inquiry. If the employee identified witnesses who it is reasonably believed have information relevant to the inquiry, the names and contact information of those people will be referred to the investigating Management official to be contacted, as deemed appropriate. Any decision to take disciplinary action shall be made after the Employee has been provided an opportunity to respond unless the Employer has been unable to contact the Employee after a reasonable attempt. The Employee's reply, if any, shall become part of the record of inquiry.
- D. Supervisors shall retain Employee drop files in strict accordance with Privacy Act requirements. When an Employee is formally counseled regarding conduct problems or less than acceptable performance, a written record of such counseling shall be developed; and initialed and dated by the Employee. Such documentation supporting the counseling shall be discussed with the Employee, and a copy of appropriate documentation shall be attached to the counseling notes. A copy of this information shall be provided to the Employee upon request.



It is understood and agreed that formal counseling should occur as close to the event as possible; however, it is also understood and agreed that not every infraction in and of itself warrants the requirement that a Supervisor counsel an Employee. Managers shall exercise judgment in their determination of the appropriate time for counseling and shall, to the maximum extent feasible, insure the confidentiality of Employees.

#### **ARTICLE 4 - GRIEVANCES**

All parties acknowledge and agree that the Alternative Dispute Resolution (ADR) program shall be utilized as much as practical to resolve issues before elevating the issue to a grievance procedure. The use of ADR shall not adversely affect the rights of individuals to seek resolution of their issues through the established complaint, grievance, and appeal systems, provided established time frames in each system are otherwise met.

- A. Grievance procedures will generally adhere to the procedures outlined in Section 7121 of the Statute.
- B. Employee(s) may first raise the matter to be grieved to the appropriate Union steward in person, (if on site), or by phone, or may raise the matter directly with management. This action does not require prior supervisory approval.
- C. Either the Union or employee shall raise the issue with the lowest common Supervisor within twenty-one (21) calendar days of the date the grievant became aware, or had reason to become aware, of the incident giving rise to the grievance. The written grievance shall, as a minimum, note the incident being grieved and the remedy requested, and identify the appropriate Union steward representing the grievant. Union initiated grievances shall be filed with the lowest level supervisory official with authority to resolve the grievance.
- D. Upon receipt of a grievance, the Supervisor shall review the matter being grieved, schedule and hold a meeting to include the Supervisor, the grievant and/or Union steward, and another Management designee, to discuss the issues within seven (7) calendar days of receipt of the written grievance. The Supervisor shall forward a written response granting or denying the remedy requested within fourteen (14) calendar days of that meeting.
- E. If not satisfied with the immediate Supervisor's response, the Union may similarly request in writing a review by the State Executive Director within fourteen (14) calendar days of receipt of the immediate Supervisor's decision. Within seven (7) calendar days of receipt, the SED shall schedule a meeting to include the Chief Steward or designee, the grievant or Union steward originally involved the SED or designee and a Management designee. The SED or designee shall respond with a written decision granting or denying the remedy requested within fourteen (14) calendar days of that meeting.
- F. If the Union is not satisfied with the SED's response, that response may be appealed to arbitration within twenty-five (25) calendar days of receipt of the final Agency response.
- G. Time limits indicated above may be modified upon mutual agreement by both parties. Failure to meet agreed upon time limits shall allow the Agency to reject a grievance/appeal to arbitration as untimely, and shall allow the Union to proceed to the next step in this procedure.

## ARTICLE 5 - ARBITRATION

- A. By mutual agreement, the parties have the option of utilizing mediation prior to arbitration. Within 14 calendar days from receipt of the letter invoking arbitration, the parties shall decide whether to use Federal Mediation and Conciliation Service (FMCS) mediation services. If FMCS services are agreed upon, the parties shall jointly contact FMCS to schedule mediation. If settlement is not reached utilizing FMCS, the parties shall select an arbitrator and schedule the hearing in accordance with paragraph B. If the parties do not agree to use FMCS, they shall select an arbitrator for mediation/arbitration in accordance with paragraph B.
- B. The party invoking arbitration shall request the FMCS or the American Arbitration Association (AAA) to furnish the parties a list of five (5) impartial persons qualified to act as arbitrators. An information copy of the request shall be sent to the other party. The Employer and the Union shall agree, within fourteen (14) calendar days after receipt of the list, upon one of the listed arbitrators. If they cannot agree, they shall each strike one name from the list and shall repeat the procedure. The remaining individual shall be duly selected arbitrator. The arbitrator's decision shall be binding on the parties, unless either party files exception to an award in accordance with regulations prescribed by the Federal Labor Relations Authority.
- C. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.
- D. If mediation/arbitration is selected the parties shall share in the expenses through the mediation portion. The arbitrator's fee and expenses of any arbitration hearing which becomes necessary shall be paid by the losing party. The arbitration hearing will be held, if possible, on FSA premises during the regular day shift hours of the basic workweek. All Bargaining Unit Employees in the hearing shall be in duty status during the number of hours they would normally be at work and in accordance with law and Government-wide rules and regulation. The parties shall mutually agree on a case-by-case basis to appropriate arrangements to insure all Employees needed for the hearing are available and able to participate on official time without unduly interfering with workload demands.
- E. If the arbitrator's decision is overturned by the Authority or the courts, the payee shall be reimbursed by the new losing party.

## ARTICLE 6 - WORK SCHEDULES

Alternative Work Schedules are authorized as referenced in Handbook 17-PM, and the OPM Handbook. The OPM Handbook is available on-line at [www.opm.gov/ocr/aws/index.htm](http://www.opm.gov/ocr/aws/index.htm).

Employees, with approval from their supervisor, shall have the choice of the following work schedules:

- A. Standard Flexitour – Employee works 8-hour days, 5 days a week, for a total of 40 hours a week. Arrival and departure times each workday are fixed, there is no glide time flexibility.
- B. CWS 5/4/9 – Employee works eight 9 hour days and one 8 hour day, with 1 non-workday each pay period. Arrival and departure times each workday are fixed, there is no glide time flexibility.
- C. Maxiflex – Employees must work an 80-hour pay period of 10 or fewer workdays per pay period, Monday through Friday. Employees must establish:

- Daily work hours of no less than 6 hours and no more than 10 hours on a given workday, excluding lunch breaks and credit hours.
- An established daily arrival time on FSA-956.

Daily work hours, including glide time, must cover core hours. Minute-to minute time accounting shall be documented on FSA-958.

#### **ARTICLE 7 - OVERTIME/COMPENSATORY TIME**

- A. Overtime/compensatory time shall be earned in accordance with the applicable regulation that applies to the Employee. Exempt Employees are governed by Title 5 of U.S.C. rules and regulations. Non-exempt Employees are governed by the Fair Labor Standards Act (FLSA). Employee status can be determined by referring to the most recent Standard Form 50. Policy/procedure for administering overtime/compensatory time can be found in FFAS Handbook 32-PM.
- B. Employees must receive prior approval before working overtime/compensatory time unless there is an emergency situation or circumstances beyond the employee's control arise. In such circumstances the overtime/compensatory hours worked shall be reported to the supervisor at the first opportunity.
- C. Supervisors approve and assign all overtime/compensatory work. The Employer shall give an Employee as much advance notice as possible in making overtime/compensatory assignments.
- D. Employees may, and should notify their immediate supervisor of anticipated needs for working overtime/compensatory time to accomplish workload requirements. When an employee recognizes a specific need for overtime/compensatory time he or she should request the overtime/compensatory time from the immediate supervisor as far in advance as possible. Approval/Denial of such requests shall be communicated to the employee by the end of the next business day.
- E. Overtime/compensatory time shall be distributed consistent with workload requirements and resource availability. Supervisors may assign overtime/compensatory time by special projects or work assignments according to expertise of Employee. Overtime/compensatory time shall be distributed as equitably as possible, first considering qualified volunteers.
- F. Supervisors shall advise employees of the availability of overtime/compensatory time.-

#### **ARTICLE 8 - LEAVE**

Where restrictions or conflicts in Employee scheduling choices result, the Employees shall first attempt to resolve conflicts among themselves. If it cannot be resolved between the Employees, then the Supervisor shall meet with the Employees to attempt to resolve the issue. If no alternatives can be found to resolve the issue then the Supervisor shall make the determination based on the date when the SF-71 was filed with consideration given to hardship situations and fair and equitable consideration. Supervisors shall review and approve leave for Employees at the earliest opportunity possible.

#### **ARTICLE 9 - TRAINING**

- A. The parties agree that the training and development of Employees is a matter of significant importance toward fulfilling the mission of FSA. In conjunction with this goal, the Employer will, within budgetary and workload limitations, encourage and emphasize training and the time

required for ongoing employee development. Within budgetary constraints and workload limitations, the employer also agrees to provide training determined necessary for the performance of duties the employee currently performs or will be performing. The Employer agrees to assist Employees in annual planning and following a plan of self-development.

- B. An Employee shall submit a written request for training by submitting an SF-182 through the appropriate approval authorities. The Employer will timely notify the Employee of the approval/disapproval of the request. If training is denied, a written justification will be provided. If outside-agency training is approved on the SF-182, upon completion of the training, the employee will complete the evaluation portion of the SF-182 and forward it to the State Office.
- C. Training goals shall be established by the State Executive Director with input from the State Training Coordinator, Management officials and the Union.
- D. State Office will maintain and provide employees a list of training material and provide information regarding other training resources available. The State Office shall maintain a training library consisting of books, videos, CDs and other training information that may be checked out by employees. Employees may request/suggest specific material be added to the training library.
- E. Managers will be encouraged to hold program information sharing meetings for all FLP Program Technicians as needed.

## **ARTICLE 10 - PERFORMANCE MANAGEMENT**

**10.1 ANNUAL NOTIFICATION:** Management will annually notify Employees of their right to grieve performance appraisal ratings. This notice will be in conjunction with the end of the annual performance appraisal period.

**10.2 PERFORMANCE MANAGEMENT TRAINING/COUNSELING:** Rating officials will provide performance management training on an annual basis not later than 30 days of establishing performance elements and standards; and provide counseling to improve Employee performance on an individual basis.

**10.3 PERFORMANCE APPRAISALS:** The employer will apply its appraisal system to bargaining unit employees fairly and equitably. Consistent with contents of the appraisal system, performance standards will be job-related and normally expressed in objective terms.

**10.4 PERFORMANCE STANDARDS/UNACCEPTABLE PERFORMANCE:**

- A. Performance standards shall be established or revised:
  - 1. within 30 calendar days of an Employee's assignment to a position because of 1 of the following:
    - a. appointment,
    - b. promotion,
    - c. temporary promotion or detail for 120 calendar days or more
    - d. reassignment
    - e. change to lower grade
  - 2. each time a work assignment changes significantly, whether or not a personnel action is effected.
- B. The Employee's unacceptable performance shall be addressed by the immediate Supervisor as

it becomes apparent and a plan for performance improvement discussed and implemented to achieve acceptable performance.

## **ARTICLE 11 - OFFICIAL TIME/UNION REPRESENTATION**

### **11.1 OFFICIAL TIME:**

- A. For all representational purposes, the Union will have reasonable access to such official time, travel and per diem, facilities and services as are demonstrated to be necessary for the accomplishment of any specified task.
- B. In order to arrange for appropriate use as noted above, the Union shall notify Management in writing of the time, travel and per diem, facilities, and staff estimated as needed before undertaking that task. Management shall promptly respond in writing at the earliest opportunity possible, but not later than 24 hours, to the Union authorizing, denying or making alternative arrangements for the time, facilities and staff needed. The Union shall similarly request additional time and resources if the necessary task was not completed.
- C. Employees may make unsolicited telephone calls to Union stewards without first notifying the appropriate Supervisor. Union stewards will attempt to limit unsolicited telephone calls to fifteen (15) minutes per call, unless the telephone call is from a Management official. In cases where an unsolicited telephone call exceeds the fifteen (15) minute limitation, the Union representative must reschedule a time to call the Employee back, after providing the required written notice to the immediate Supervisor.
- D. Union representatives may use a reasonable amount of official time for representational purposes. Union representatives shall record all official time on their Time and Attendance Report.

### **11.2 UNION REPRESENTATION:**

- A. It is agreed that the Union will be entitled to appoint up to ten (10) stewards to handle representational concerns in designated proportional geographical areas of Kansas counties to be determined by the Union. In the interest of cost-effectiveness, only the appropriate appointee and/or officer shall be provided official time for representational purposes in the geographical area designated, unless mutual agreement regarding workload considerations indicates that a substitute is necessary on an individual basis.
- B. The Union is entitled to appoint four (4) officers including a Vice-President, Chief Steward, Secretary and EEO/Civil Rights Representative from the Kansas State Office Bargaining Unit, who will also be eligible to utilize official time for representational purposes.

## **ARTICLE 12 - USE OF OFFICIAL FACILITIES/SERVICES/EQUIPMENT**

### **12.1 REPRESENTATIONAL PURPOSES:**

- A. For all representational purposes, the Union will have reasonable access to facilities and services as are demonstrated to be necessary for the accomplishment of any specified task. Subject to workload considerations and availability, this would include access to meeting rooms, duplicating equipment, telephones, FAX machines, computers, internal mail distribution, E-mail capabilities for Union officers and stewards, PA systems, normal office supplies, travel and per diem, except in the case of Union-sponsored training sessions for all

members of the KSSTO Bargaining Unit.

- B. In order to arrange for appropriate use as noted above, the Union shall notify Management in writing of the time, travel and per diem, facilities, and staff estimated as needed to accomplish each individual representational task before undertaking that task. If the Union requires additional representatives for committees they shall notify the State Executive Director, or the SED Designee of the new representative(s); and the above Management officials shall promptly respond in writing at the earliest opportunity possible, but not later than 24 hours, to the Union authorizing, denying or making alternate arrangements for facilities, services and equipment. Management shall then advise the immediate Supervisor, who will thereafter be responsible for implementing specific use as provided in Article 12. The Union may similarly request additional time and resources if the necessary task was not completed.

**12.2 BULLETIN BOARD SPACE:** Management shall provide bulletin board space for Union use.

**12.3 LISTING OF BARGAINING UNIT EMPLOYEES:** Management will provide the Union with an annual listing of all Bargaining Unit Employees; to include names, duty locations and grades.

### **ARTICLE 13 - DISTRIBUTION OF AGREEMENT**

The Agreement and any changes shall be distributed to all Bargaining Unit Employees prior to ratification. After acceptance and ratification, the Agreement shall be distributed within 30 days per Office of Personnel (OPM) regulations.

### **ARTICLE 14 - DURATION OF AGREEMENT**

Duration of this Agreement shall be three (3) years. Either party may re-open one (1) Article in each of the first and second years. Any additional Articles may be re-opened by mutual agreement on the anniversary date of the Agreement. At the expiration of this agreement, the current agreement shall remain in effect until a new mutually agreed upon agreement is ratified, accepted, and placed into effect.

#### **14.1 RE-NEGOTIATION:**

- A. The Contract may be re-negotiated at the six-month and eighteen-month anniversary dates of the ratification of the contract. Either one (1) or two (2) articles may be opened on each occasion, up to a total of three (3) by either party.
- B. At least sixty (60) days prior to the anniversary date the parties shall notify each other of the Article(s) to be re-opened by re-opener and/or by mutual agreement.

**14.2 NEGOTIATIONS FOR NEW AGREEMENT:** Negotiations for the new Agreement will commence 120 days prior to the expiration of this Agreement at a time and place designated by Union and the SED or SED designee.

### **ARTICLE 15 - MEMBERSHIP DRIVES**

The Union shall be granted use of facilities, if available, on non-duty hours between 6:30 am and 6:00 p.m. before and after work and during break and lunch periods.

## ARTICLE 16 - DUES DEDUCTION

**16.1 DUES WITHHOLDING:** Management agrees to make dues deductions from regular salary payments of Union members. The following items pertain to the mechanism by which authorizations for dues deductions are to be requested and processed.

- A. In order to initiate Union dues withholdings by payroll deduction, a Bargaining Unit Employee must complete a Standard Form (SF) 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, and submit it to the Union for processing. Employees should complete the top portion of the form (with their name, social security number, home address, city, state, zip code and work unit) and sign and date the form at the bottom. The Union designee will complete middle portion of the form, including the amount of dues to be withheld and the Union Local Number (3354), and will sign and date the form. Dues deductions will begin the pay period following the receipt of the SF-1187 by the Administrative Officer of the Kansas State FSA Office. Employees can secure SF-1187's from the Kansas State FSA Office or from the Union. The Union will provide each Employee who submits a completed SF-1187 with a receipt copy of that document for the Employee's records. The receipt copy will reflect the pay period in which the deduction is to be made effective, i.e., "the anniversary date."
- B. In those cases wherein the SED or SED designee, 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 AFGE 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.
- C. Deductions shall be made each pay period by the USDA and remittances shall be made each pay period to the National Office of the AFGE. Remittances shall be accompanied by a computer tape, one for each pay period, showing the names of the member Employees from whose pay dues were withheld, the amount withheld, the code number of the Local to which the Employee member belongs, social security number, and shall be summarized to show the number of members for whom dues were withheld, total amount withheld, and the amount due the Local. Each tape shall also include the name of each Employee member 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.
- D. It is agreed that Part A of SF-1187, including the insertion of code numbers of the AFGE (52) and the appropriate Local Number (3354), shall be executed by the Financial Officer of Local 3354. 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 amount of dues for different Employees may be specified. If there would 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 shall be submitted to the appropriate payroll office. The listing shall be identified by labor organization (AFGE) and Local Code 3354. Only one such change may normally be made in any period of twelve consecutive months.

## 16.2 DUES REVOCATION:

- A. Once a Bargaining Unit Employee has processed a Union dues withholding request, the Employee can only terminate Union dues deductions on the anniversary date of the pay period

in which the Union dues allotment began. To cancel the dues allotment, the Employee must submit to the Union a completed Standard Form (SF) 1188 Cancellation of Payroll Deductions for Labor Organization Dues, at least six workdays prior to the beginning of the anniversary pay period and not earlier than the first day of the month preceding the anniversary date. Employees can secure SF-1188's from the Union. The Employee should complete items 1, 2, 3, 5, 7 and 8 of the form and submit to the Union. Upon receipt of the completed SF-1188, the Union shall (1) provide the Employee with a receipt copy of the form; (2) verify the anniversary date for cancellation; (3) submit the completed form to the Administrative Officer at the Kansas State FSA Office for processing no earlier than the first day of the month before the anniversary and not less than three workdays prior to the beginning of the pay period in which the anniversary date falls.

- B. Employees who are uncertain regarding the anniversary date of the dues allotment can contact the Unit Vice-President or designee or the Administrative Officer at the Kansas State FSA Office for this information.

### **16.3 TERMINATION OF DUES DEDUCTIONS:**

- A. The payroll office of the USDA shall 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 from the FLRA that exclusive recognition has been withdrawn;
  - 2. at the end of the pay period during which an Employee member is separated from the Agency; or
  - 3. at the end of the pay period during which the payroll office receives notice from AFGE that the Employee member has ceased to be a member in good standing.

## **ARTICLE 17 - AWARDS**

The Union and Management agree that an effective awards program is a necessary and useful mechanism through which Employees' accomplishments shall be recognized. Employees and managers are strongly encouraged to take an active part in the program by objectively recognizing and rewarding contributions which increase productivity, empower Employees, and promote team building. The policies and procedures found in Handbook SCAD-4130-01 shall be followed. The website is <http://dc.ffasintranet.usda.gov/HRD/awardsdirectives>.

Based on mutual considerations the Union and Management agree a representative from each organization: AFGE, Kansas Association of State and County Employees (KASCOE) and Kansas Association of Credit Specialist (KACS), will be invited as advisors to the awards group currently composed of Kansas FSA District Directors and the Administrative Officer.

## **ARTICLE 18 - SUPPLY BUDGET**

### **18.1 OFFICE SUPPLIES AND EQUIPMENT:**

- A. The Agency and the Union recognize that all Employees should be provided with the necessary office supplies and equipment to perform their duties. Each party also recognizes that purchases of office equipment and supplies must be done in a cost effective and timely



manner.

- B. Office supplies and equipment shall be obtained through established acquisition procedures.
- C. If there are administrative funds available at the end of the fiscal year, Employees shall be informed of the opportunity to order supplies that can be used in the following fiscal year.

### **18.2 ORDERING SUPPLIES:**

- A. Each office shall establish time frames to order routine supplies (monthly, quarterly, etc). The person responsible for ordering supplies shall ensure that items critical to the mission of the Agency shall be ordered immediately.
- B. Employees are responsible for initiating the supply request. The Employee must designate to the ordering official if the supplies are of a critical need.
- C. Supplies which are intended to be used solely by the individual Employee and are not of a routine supply nature shall be requested in writing and must be accompanied by justification.
- D. When fulfilling orders for supplies, consideration will be given to Employee preference.
- E. Should the approving official deny a supply request, the denial must be justified with suggested alternatives.
- F. All Employees will be notified immediately upon receipt of requested supplies.

## **ARTICLE 19 - POSITION DESCRIPTIONS**

The Union recognizes Management's right to assign work and Management recognizes the Employees' rights to have accurate and up-to-date position descriptions defining the scope of their work assignment according to 5 USC 7106(a)(A)(2).

### **19.1 POSITION DESCRIPTIONS:**

- A. The parties agree position descriptions shall accurately reflect the principal duties and responsibilities of the position as assigned by the Employer.
- B. Employees shall be furnished a current, accurate copy of the position description of the position to which assigned at the approximate time of assignment.
- C. Whenever a position description is amended, the Employer will provide a copy to the Union at the time of issuance. An annual review of the position description by the Supervisor and Employee shall be conducted during the annual performance review and any time changes occur in work assignments.
- D. In accordance with law and regulations, Employees may grieve those classification decisions that result in reductions in grade or pay.

### **19.2 CLASSIFICATION STANDARDS:**

- A. Positions will be classified by comparing the duties, responsibilities, and supervisory

relationships in the official position description with the appropriate classification and job grading standard.

- B. The Administrative Division is available to provide information to Employees regarding their concerns about the titles and series of their position. Employees who believe their positions should be reclassified may ask the Employer for an explanation as to why it would or would not be appropriate to do so under the relevant classification standards. If the Employee chooses, they may file a classification appeal. The Employer agrees work shall not be reassigned for the sole purpose of avoiding reclassification during a classification appeal.

**19.3 NOTIFICATION OF CHANGES:** The Employer agrees to inform the Union as soon as possible when significant changes will be made in the duties and responsibilities of positions held by Employees due to reorganization or when changes in position classification standards result in classification changes.

**19.4 GRADE DETERMINING DUTIES:**

- A. The Employer will assure duties assigned to the Employee that are grade determining will be included in the position description.
- B. The phrase "other duties as assigned" normally relates to tasks of an incidental, infrequent, or emergency nature which are impractical to include in the position description.
- C. An Employee's duties will not be reassigned to other Employees solely for the purpose of promoting the Employee to whom the duties were reassigned.

**ARTICLE 20 - EMPLOYEE CONDUCT**

Employees agree to work toward the creation of a work environment in which Employees treat each other with respect and consideration. Employees shall treat each other fairly and equitably with proper regard for their privacy and constitutional rights and shall not be subject to intimidation, coercion, harassment, or retaliation for exercising their rights provided for in this agreement.

It is the Employee's obligation to report to the Employer any improper, unethical, or illegal conduct without fear of retaliation.

**ARTICLE 21 - REDUCTION-IN-FORCE**

**21.1 NOTIFICATION:** The Union reserves the right to negotiate the impact and implementation of a reduction-in-force. A reduction-in-force shall be carried out in accordance with applicable laws, rules, and regulations. The Employer will notify the Union of any reduction-in-force as far in advance of notification to affected Employees as is possible. At a minimum, the information furnished to the Union will be the competitive levels initially affected, the number of Employees involved, the proposed effective date, and the reasons for the action.

**21.2 INFORMATION REQUESTED BY THE UNION:** The Employer shall, in addition, provide the Union, upon request, information in accordance with 5 U.S.C. 7114 (b)(4).

**21.3 EMPLOYEE ACCESS:** Affected Employees may inspect regulations and records pertinent to their cases. Management and Union will make information available for other career opportunities.

**21.4 CTAP:** OPM and USDA Career Transition Assistance Program (CTAP) Regulations will be

followed as required by Handbook 3-PM, paragraph 100.

## **ARTICLE 22 - HAZARDOUS WEATHER**

### **22.1 POLICY:**

- A. The Employer has the responsibility to assure that supervisors and employees understand and abide by Kansas State FAC Policy, and the 17 PM Handbook. Any changes or updates to this policy will be provided by the State Office.
- B. The Local FAC will determine when conditions exist that warrant closing USDA facilities; or not opening. Employees will be notified when such decisions are made through locally developed communication procedures.

## **ARTICLE 23 - HEALTH AND SAFETY**

The Employer will, to the extent of its authority and consistent with the Occupational Safety and Health Act (OSHA) requirements, as well as other applicable health and safety codes, provide and maintain safe and healthful working conditions for all Employees. The Employer and the Union will cooperate to that end and will encourage Employees to work in a safe manner.

### **23.1 ACTIONS FOR UNSAFE CONDITIONS:**

- A. The Employer will initiate immediate and appropriate action(s) to correct any unsafe or unhealthy working condition that is reported or observed.
- B. Pursuant to applicable law and regulation, no Employee shall be subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthy working condition, or other participation in Agency occupational safety and health program activities, or because of the exercise by such Employee on their behalf or another's of any right afforded by 29 CFR 1960. These rights include, among others, the right of an Employee to decline to perform their assigned task because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief there is insufficient time to seek effective redress through normal hazard reporting.

### **23.2 EMPLOYEE INFORMATION AND EQUIPMENT:**

- A. The Employee Assistance Program (EAP) is available to any Employee who is experiencing harmful levels of job-related stress, or who is troubled by alcoholism, substance abuse, emotional illness, marital/family problems, or financial problems.
- B. Consistent with workload demands, Employees using VDT's for extended periods during the course of a day will be granted periodic relief by interspersing other work tasks requiring less visual concentration.
- C. The Employer agrees, to the extent possible, to provide safety devices, such as glare screens, printer sound covers, etc., which will promote greater safety and comfort for VDT operators.

**23.3 SAFETY/HEALTH INSPECTIONS:** The Employer will ensure each County Office/State Office will have an annual safety inspection. The Union, at its option, may participate as an observer in OSHA investigations. Copies of OSHA inspections or investigations' reports pertaining to County Office/State

Office will be provided to the Union upon request.

**23.4 EMPLOYEE OCCUPATIONAL INJURY OR ILLNESS:** When an Employee is injured or becomes occupationally ill in the performance of duties, they should report the injury or illness to their Supervisor immediately and obtain first aid as necessary. The Employee, or relative if the Employee is incapacitated, shall submit a written report (Form CA-1 or CA-2) to their Supervisor within 48 hours after the injury or illness. Information on Employee benefits under the Federal Employee's Compensation Act (FECA) is listed on Forms CA-1 and CA-2. Additional information regarding injury compensation is available in the Administrative Division.

**23.5 OCCUPANT EMERGENCY PLAN:** Each County Office and the State Office shall have an Occupant Emergency Plan contained in each location.

**23.6 HEALTH BENEFITS:** The Employer shall make information available to Employees on health benefits open season activities and maintain copies of offered health plans for review upon request.

**23.7 CHEMICAL MATERIALS:**

- A. The Employer will make available all data sheets on chemical materials used in and around County Offices and the State Office upon request.
- B. Spraying, painting or other activity which adversely affects the office air quality will be scheduled after work hours.

**23.8 SAFETY REPORTS:** Pursuant to law and regulation, any required Employer safety reports will be made available for review by the Union.

**23.9 SNOWFALL SAFETY:** After a snowfall, the Employer will continue to make every reasonable effort to ensure that walkways, parking areas, and driveways are cleared and, if needed, salted or sanded as soon as possible.

**23.10 UNION RESPONSIBILITIES:**

- A. The Union agrees it will take appropriate action to encourage all Bargaining Unit Employees to work safely with due consideration for the safety, health and comfort of all fellow Employees. To avoid preventable unhealthy or unsafe working conditions, the Union will encourage respect and care by Bargaining Unit Employees for the Employer's facilities and equipment and their own work environment.
- B. Each Bargaining Unit Employee has a duty and is encouraged to report any unsafe or unhealthy working condition(s) to the immediate Supervisor as soon as any such condition(s) occur.

**23.11 FIRST AID TRAINING:**

- A. The Employer agrees to make reasonable efforts to assure that each office has adequate personnel available to administer first aid. First aid training will be provided at no cost to interested Employees. Official time will be provided for first aid training if training is being conducted during duty hours.
- B. First aid kits will be made available and maintained in the working areas. All Employees will have reasonable access to these supplies. Employer-designated Employee(s) will ensure kits are maintained.

## **ARTICLE 24 - OFFICE SPACE**

When the SAC notifies the local FAC that a change in office space is approved, then the Union will be notified. SCIT meetings shall be used to assure all employees have input into any proposed floor plan.

**ARTICLE 25 - TRAVEL POLICY**

**25.1 APPROVAL:** All travel shall be approved under the Federal Travel Regulations (FTR). Prior approval shall be required for all travel using existing method of pre-approval. Employees shall be responsible for exercising care when incurring expenses pursuant to FTR.

**25.2 USE OF VEHICLES:**

- A. The use of government owned vehicles (GOV) or rental vehicles shall be scheduled in advance to assure maximum use of these vehicles.
- B. Use of GOV is encouraged and limited to official purposes as authorized under the provisions of 31 U.S.C. 1344 or applicable law.
- C. The Employer has the responsibility to provide a safe and reliable vehicle to Employees for official travel purposes. If a GOV is provided:
  - 1. The Employee shall report in writing to the immediate Supervisor any problems with the GOV.
  - 2. If corrections are not made to GOV, the Employee would be reimbursed at the regular rate for use of POV.
  - 3. Employee expenses incurred in cleaning/maintaining a GOV shall be included on the Employee's travel voucher.

**25.3 TRAVEL EXPENSES:**

- A. Official travel expenses incurred shall be reimbursed by the Employer in accordance with this agreement, applicable laws and FTR.
- B. Employees shall use a combination of on-line electronic processing at the county office level and/or faxed travel vouchers to the approving official, who in turn will fax approved copy of the travel voucher to the State Office.
- C. The State Office will process approved faxed copy for payment as soon as possible after receiving to ensure immediate reimbursement to Employee.
- D. Hard copy of travel voucher will be mailed to approving official the same day as copy is faxed. Approving official will then forward original voucher to the State Office.

\_\_\_\_\_  
/s/ Carol Harrell  
Carol Harrell, Chief Negotiator, AFGE Local 3354

\_\_\_\_\_  
/s/ Bill R. Fuller  
Bill R. Fuller, State Executive Director

\_\_\_\_\_  
12-30-2002  
Date

\_\_\_\_\_  
12-31-2002  
Date