

## MEMORANDUM OF AGREEMENT

**Preamble:** The Memorandum of Agreement (herein "MOA") between the Union (American Federation of Government Employees and its agent, American Federation of Government Employees Local 3354) and the Agency (USDA Rural Development): (1) amends the Collective Bargaining Agreement, originally negotiated between American Federation of Government Employees Local 3354 and the Agency to apply to the unit of the Agency's non-professional Operations & Management employees in St. Louis, MO (herein referred to as "O&M CBA") with an effective date of February 1, 1993; and (2) is intended to cover the period between this MOA's effective date and the completion of negotiations for a successor.

**SECTION 1.** The language of Article 1, "General Provisions", shall be modified by substituting the following paragraphs in place of those to which they correspond.

**1.1 RECOGNITION AND UNIT DESIGNATIONS:** Under authority contained in Title VII of Public Law 95-454, the Agency hereby recognizes the Union as the exclusive representative of all the Employees in both units 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 UNITS:**

(a) In accordance with a letter of recognition from the Assistant Administrator Accounting and Director, Finance Office, Farmers Home Administration, to the President of the American Federation of Government Employees, Local No. 3354 (AFL-CIO) dated March 1, 1972, the first unit for which the Agency recognizes the Union as the employees' exclusive representative and to which this Agreement applies is composed of:

**Included:** All permanent and temporary, non-professional, nonsupervisory, general schedule and wage grade Employees of the Finance Office, Human Resources, Procurement and Administrative Support, and Information Systems Management, Farmers Home Administration, U.S. Department of Agriculture, St. Louis, Missouri, as well as such Employees located at the warehouse facility in Granite City, Illinois; except as provided in exclusions below.

**Excluded:** All permanent and temporary professional Employees, Management officials, confidential Employees, Employees engaged in Federal personnel work other than in a purely clerical capacity, and supervisors and guards as defined in Title VII of Public Law 95-454.

(b) Pursuant to the December 23, 2013, "Certification of Representative" issued by the Acting Regional Director for the Denver Region of the Federal Labor Relations Authority in Case No. DE-RP-13-0011, the second unit for which the Agency recognizes the Union as the employees' exclusive representative and to which this Agreement applies is composed of:

**Included:** All professional employees of the U.S. Department of Agriculture, Rural Development, Office of the Deputy Chief Financial Officer, St. Louis, Missouri.

Excluded: All nonprofessional employees, supervisors, management officials, and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7).

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- (a) AGENCY: Rural Development, U.S. Department of Agriculture.
- (b) EMPLOYER: Rural Development, U.S. Department of Agriculture, St. Louis, Missouri.
- (c) UNION: The American Federation of Government Employees (AFL-CIO), and its agent AFGE Local 3354.

**SECTION 2. Hours of Work/Duty – Pilot Program**

A. With respect to both the professional Office of the Deputy Chief Financial Officer (herein “ODCFO”) employees and the nonprofessional O&M employees, the language of Article 7, “Hours of Work”, is hereby replaced, for the duration of this MOA, with the language of Rural Development Instruction 2051-F, “Hours of Duty” (herein “RDI 2051-F”), and any existing Agency-wide amendment thereto in effect as of the date of this MOA except that “core hours” shall be from 9:30 a.m. to 2 p.m. Nothing in this MOA shall cover any change that would result from implementing any subsequent Agency amendment(s) to RDI 2051-F.

B. Any request for a change in a work schedule shall follow RDI 2051-F, but the Agency may, consider requests for exceptions to this requirement on a case-by-case basis. No employee may exercise any right under RDI 2051-F or this MOA to bump another employee from his/her established AWS day off.

C. Employees of the ODCFO Operations & Scheduling Branch (OSB) who work in the three-shift operation will be allowed a schedule providing for a single compressed day off per pay period. The Agency shall permit employees to have any compressed day off in a pay period; however, the Agency shall not be obligated to permit more than one compressed day off per shift.

The three shifts in OSB are:

Day shift: 7:00 a.m. - 3:30 p.m.

Evening shift: 3:00 p.m. - 11:30 p.m.

Night shift: 11:00 p.m. - 7:30 a.m.

Employees will continue to be allowed 30 minutes of flextime on either side of this schedule.

D. The Agency shall not suspend the AWS of any employee arbitrarily or capriciously or for a period that is indefinite, and shall take reasonable steps to avoid suspending any employee’s AWS if unanticipated and/or unusual workloads or operational demands arise. However, if it should become necessary to suspend temporarily the AWS of one or more employees, when circumstances permit the Agency shall: (1) provide the employee(s) with advance notice of at least one (1) pay period; and (2) limit the suspension to as short a period as is necessary to meet the workload or operational demand by restoring the AWS as soon as possible after the necessity for the suspension ends. For the purposes of this MOA, an AWS suspended “temporarily” is one that is suspended for a period of three (3) pay periods or less. If the Agency believes the necessity for the suspension will extend beyond three (3) pay periods, it shall notify the

Union of that fact before the end of the period of the original suspension, and before the end of any subsequent extension(s) of that period.

E. If and when there are restrictions or conflicts between bargaining unit members that result from their individual choices of AWS schedules, the employees shall attempt to resolve the conflict(s) between themselves. Remaining unresolved conflicts shall be resolved by granting the preference of the employee with the greatest continuous current USDA seniority.

**SECTION 3.** Applying the terms of the O&M CBA will change the conditions of employment of professional employees. In the event that a professional bargaining unit employee claims such application resulted in impact that is negative, the parties shall meet to address and attempt to resolve that complaint. If the parties' attempt to resolve the complaint by negotiation is unsuccessful, either party may seek the assistance of the Federal Mediation & Conciliation Service and then the Federal Service Impasses Panel.

**SECTION 4.** The Agency shall provide a hard copy and an electronic copy of the O&M CBA, RDI 2051-F, and this MOA to all members of both the professional and nonprofessional bargaining units. The Agency shall schedule an "all hands" meeting of the members of both bargaining units to review this MOA, and shall also allow each professional unit employee four (4) additional periods of 30 minutes each on official time to review the O&M CBA at sessions scheduled and led by the Union.

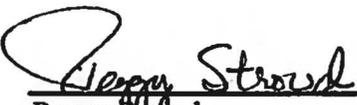
**SECTION 5.** The parties intend to begin negotiations for a new agreement to cover both the professional ODCFO employees' unit and the nonprofessional O&M employees' unit of St. Louis Operations and Management with a goal of completion by July 31, 2014.

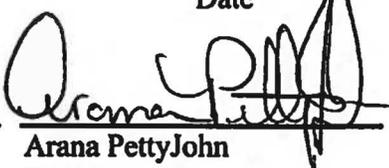
  
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Steve Hollis, President  
American Federation of Government  
Employees, Local 3354

  
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Tony Balmbridge  
Deputy Chief Financial Officer  
Office of the Deputy Chief Financial  
Officer  
Rural Development  
United States Department of Agriculture

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