

LABOR-MANAGEMENT RELATIONS AGREEMENT

**between,
U.S. Department of Agriculture
(USDA)
The Farm Service Agency
(FSA)**

and

**The National Association of FSA County Office Employees
(NASCOE)**

SECTION 1 GENERAL PROVISIONS

1. PURPOSE:

The purpose of this agreement is to (1) identify the parties to the agreement and define their respective roles and responsibilities under the agreement; (2) state the policies, procedures, and methods that will govern working relationships between the parties, and (3) indicate the subject matter of proper mutual concern.

The object of the parties in their cooperative endeavors under the agreement is to provide means for and to facilitate:

- A. Employee participation in the formulation of policies and procedures governing the terms of their employment and the conditions under which they work;
- B. The fair and prompt settlement of grievances, disputes, and impasses;
- C. Systematic labor-management relations in the attainment of FSA program objectives; and
- D. More effective and active support of the farmer-elected committee system for the betterment of agriculture.

2. AUTHORITY

Exclusive recognition of NASCOE was granted by the Secretary on June 12, 1962, under the authority of Section 8 (b) of the Soil Conservation and Domestic Allotment Act, as amended. This was done to accord FSA county employees rights similar to those provided regular Federal employees by Executive Order

10988, approved by the President January 7, 1962, and is continued under the Executive Order 11491 approved by The President October 29, 1983.

3. PARTIES TO THE AGREEMENT

The parties to this agreement are the U.S. Department of Agriculture, herein referred to as the Department or USDA, and the Farm Service Agency, herein referred to as the Service or FSA, on the one hand, and the National Association of FSA County Office Employees, herein referred to as NASCOE, on the other hand. Primary responsibility for cooperative relations with NASCOE under this agreement rests with FSA management; matters may be taken up with the Department that are of Departmentwide concern, or that are otherwise beyond the discretion of FSA management.

4. COVERAGE

This agreement is applicable to all FSA county employees. Under this agreement NASCOE has exclusive rights to represent all county employees in consultations and negotiations with management of FSA and USDA. As a condition of this exclusive right, NASCOE accepts responsibility for and agrees to represent in good faith the interests of all county employees without discrimination and without regard to membership in NASCOE.

5. RECOGNITION AT THE STATE LEVEL

To obtain recognition at the State level, a NASCOE affiliate must have membership of at least 51 percent of the County employees serving under regular appointment in the State or States covered by the affiliate. Where NASCOE affiliate has such membership, recognition may be requested by written application to the Chairman of the State Committee from the recognized officers of the of the NASCOE affiliate. The request shall contain a statement as to the number of county employees holding regular appointment within the States who are NASCOE members. Where a finding is made that sufficient membership is present, the Chairman of the State Committee shall notify the appropriate NASCOE affiliate official in writing that recognition is granted. NASCOE may not modify the geographic boundary of its affiliates without prior agreement at the National level between NASCOE and FSA. Written agreements supplementary to and consistent with this agreement may be entered into at the State level as may be deemed necessary or desirable.

6. LEGAL AND REGULATORY REQUIREMENTS

In the event that any law, executive order, regulation or policy binding on FSA is hereafter enacted or issued and is inconsistent with any of the provisions of this agreement, such enactment or issuance shall prevail. NASCOE and FSA shall issue a joint statement interpreting the effect of such a change.

7. MANAGEMENT RIGHTS

FSA management officials retain the right in accordance with applicable laws and regulations to:

- A. Direct and supervise employees;
- B. Hire, promote, transfer, remove, assign, suspend, demote, discharge, or take disciplinary action against employees;
- C. Relieve employees from duties because of lack of work or for other legitimate reasons;
- D. Maintain the methods, means, and personnel by which operations are to be conducted;
- E. Take whatever actions may be necessary to carry out the mission of the Agency in situations of emergency.

8. EMPLOYEE MEMBERSHIP RIGHTS

Employees have the right to organize or join or refrain from joining any employee organization. In the exercise of this right, employees shall be free from any and all interference, coercion, restraint, or discrimination.

9. MAINTAINING CONTINUOUS OPERATIONS

Employees covered by this agreement do not have any rights individually or collectively to strike, cease work, or otherwise interfere by concerted action, in any way at any time with the expeditious accomplishment of assigned work.

SECTION 2 CONSULTATIONS AND NEGOTIATIONS

10. JOINT RESPONSIBILITIES

The parties to the Agreement pledge themselves to conduct all consultations and negotiations objectively and in good faith for the purpose of fair and equitable solutions. They will make every effort to reach agreement on all matters within a reasonable period of time.

11. NEGOTIABLE MATTERS

The parties' shall consult and negotiate from time to time in the formulation and implementation of personnel policies affecting county employees. In general, these include policies, practices, and matters affecting working conditions and terms and security of employment which are within the administrative jurisdiction of the FSA National office or that of a State Office. Whenever administratively practicable, FSA will consult with NASCOE before implementing any major change affecting terms of employment or working conditions. As a rule, FSA will not seek the views of NASCOE on individual applications of basic policy. NASCOE may consult and negotiate with FSA management officials if it believes a policy is not being uniformly and impartially applied and implemented. Individual actions taken by county committee or a *county* executive director within their delegation of authority and in accordance with procedure shall not be reviewed by or negotiated upon at the State or National level.

12. NASCOE REVIEW OF INDIVIDUAL ACTIONS

NASCOE or State affiliate officials may as observers, sit in on employee hearings which are held as a result of removal or disciplinary action. This right is extended so as to facilitate arriving at recommendations for changes in policy or method. FSA and NASCOE agree with the interpretation that this right will be exercised only if the employee agrees.

13. NEGOTIATION AND CONSULTATION PROCEDURE

Negotiations relating to a matter within the administrative authority of a State Office must be initiated at the State level. Where the agreement cannot be reached, either the NASCOE affiliate or the State Office may terminate negotiations by notifying the other in writing. National representatives of NASCOE may obtain reconsideration of the matter at the National level by notifying the designated FSA National official. As a general rule, negotiations and consultations shall be by letter. If, after attempting to reach agreement by

correspondence it becomes apparent that face to face discussion is needed, management or NASCOE may request a meeting. If agreement on issues cannot be reached between NASCOE and FSA, NASCOE may present its case to USDA.

14. REPRESENTATIVES

For the purpose of handling consultations and negotiations between the parties, each shall select representatives in the following manner:

- A. USDA Level. The Department representatives shall be those designated by the Department. NASCOE representatives shall be those designated by the NASCOE Officers.
- B. FSA Level. NASCOE and FSA shall each select a maximum of ten members to compose the negotiation committee at FSA level. Each shall designate the individual through whom requests will be initiated. In addition, NASCOE and FSA may not at any one time have more than two consultants attend any meeting except that NASCOE may have one program assistant from each NASCOE area attend.
- C. State Level. The NASCOE affiliate and the State Committee shall each select maximum of four members to compose the negotiation committee at the State level. Each shall designate the individual through whom requests will be initiated. In addition, NASCOE and FSA each may not have more than two consultants to attend any meeting. Where NASCOE has jurisdiction covering more than one State, the affiliate may use one committee or separate committees to negotiate with the separate State groups.

SECTION 3 OFFICIAL TIME AND USE OF FACILITIES.

15. OFFICIAL TIME

Representatives of NASCOE shall not be on official time when attending internal NASCOE meetings to negotiate an agreement with FSA management. Meetings between FSA and NASCOE requested by management officials will be conducted on official duty. Other meetings approved by management shall be on official time or the employee's time as determined by the appropriate management official. The internal business of employee organizations such as the solicitation of membership, collection of dues, election of officers, and other meetings shall be conducted during non-duty hours of the employees involved.

Excused absence to attend NASCOE's officially recognized state, area, and national conventions or conferences will be granted by FSA to any county office employee when there is a separation on the convention or conference agenda and a dedicated and continuous block of time is devoted to presentations by FSA State or National management officials and/or approved employee benefit trainers. The maximum total excused absence per convention or conference is 8 hours with a limit of 6 hours for FSA management and a limit of 2 hours for benefit training. This benefit training (pre-approved by DAFO) should contemplate benefit training and not product sales by an outside entity.

16 TRAVEL AND PER DIEM

Normally FSA will not authorize travel or per diem for meetings with NASCOE or State affiliate officials. FSA may authorize official travel and per diem if the meeting is called by management, and the subject of the meeting is primarily in the interest of FSA when engaged in (but not limited to) activities such as: preventing accidents, improving communications, insuring equal opportunities, and maintaining employee productivity and morale. Authorization for official travel within the State must be approved by the State Committee or the State Executive Director. Authorization for travel to meetings outside the State requires approval of the Deputy Administrator for Field Operations. All approved memorandums will state that the travel is for the primary benefit of FSA and explain the basis for such a finding.

17. USE OF OFFICIAL SPACE

NASCOE may be granted permission to use official space for meetings on non-duty hours of the employees involved. Management will permit the use of such space when available and in instances where such use will not conflict with the performance of official functions. Official space when available at no added cost may also be used for NASCOE files. NASCOE is responsible for exercising reasonable care in the use of such facilities.

18. EFFECTIVE DATE AND AMENDMENT

This agreement is effective upon written approval by USDA, FSA, and NASCOE. The provisions of this agreement may be opened for amendment at any time by USDA, FSA, or NASCOE. Such modification shall become effective only after written approval by USDA, FSA, and NASCOE.

19. PROVISION FOR TERMINATION

This agreement will terminate, subject to renegotiation on August 31, of each year. Recognition at the State level may be terminated after a finding that the NASCOE affiliate has less than 51% membership within the State(s).

Amendment and Extension of

LABOR-MANAGEMENT RELATIONS AGREEMENT

Between

U.S. Department of Agriculture
(USDA)

Farm Service Agency
(FSA)

and

The National Association of FSA County Office Employees
(NASCOE)

This extends the current agreement between the U.S. Department of Agriculture (USDA), the Farm Service Agency (FSA), and The National Association of FSA County Office Employees (NASCOE).

19 PROVISION FOR TERMINATION

This agreement will terminate, subject to renegotiation, on August 31 of each year. Recognition at the State level may be terminated after a finding that the NASCOE Affiliate has less than 51 percent membership within the State(s).

APPROVALS

For The National Association of FSA County Office Employees:



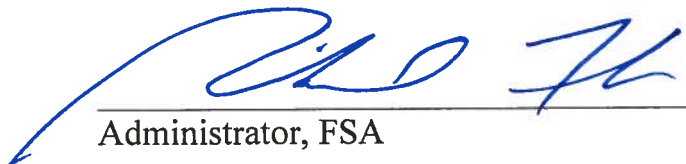
President, NASCOE

8-1-19
Date

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For the Farm Service Agency and USDA:



Administrator, FSA

8/1/2019
Date

Peggy S. Brane
Deputy Administrator of Field Operations

8/1/19
Date

Director,
Office of Human Resources Management, USDA

Date