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Master Agreement News You Can Use

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Master Agreement Article 23 - Permanent Seasonal Employment (PSE)

Following is a White Paper Q & A on Permanent Seasonal Employment (PSE) - Master Agreement Article 23 and the required Appendix G template agreement.

We hope you find this information helpful.

White paper Q & A on Permanent Seasonal Employment

MA ARTICLE 23 and the required Appendix G template agreement.

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Overall Framework and Terminology:

First, terminology. Permanent Seasonal Employment authority itself and a Permanent Seasonal Employee can both tend to be referred to by the acronym "PSE". PSE employees may also be referred to as "Seasonals." A PSE is a career or career conditional employee with all the entitlements that come with that status. They work full time, but only during a portion of the year, based on a bi-lateral pre-agreement. They are NOT "at will" or "call-when-needed" or "intermittent". In many places in the Forest Service any employee who isn't on a full-time year around appointment, (including temporary NTE 1039 appointments) is referred as a "Seasonal"…not just the PSEs. So, it can become confusing and the terminology of personnel actions (SF-52's), career status, and Time and Attendance (T&A) coding can be extremely important. So, let's look at a few of the most commonly misunderstood items about PSE that can cause serious problems when improper personnel actions are processed:

- PSE guaranteed annual tours are described on a LEAVE YEAR (pay-period 1 though pay-period 26) (calendar year) basis. NOT fiscal year.
- If you work 13 or more pay periods in the Leave Year the whole year counts towards service credit for retirement. And, some amounts of your Non-duty time also count towards time in grade, step increases, probationary periods, etc….
- If you work anything less than 13 full pay periods in the Leave Year you only get credit for the time actually worked…. And your eligibility for FEHB & FELI insurance benefits can get messed up too. All forms of non-pay status count the same with respect to this 13 pay periods in the leave year threshold regarding your Federal benefits. ("Non-Duty", Leave without Pay (LWOP), & Furlough)
- "Non-Duty" equates to "Laid-off" and is management initiated. But, Leave without Pay (LWOP) is absence at the employee's request. So, LWOP is NOT viewed the same when it comes to State Unemployment Insurance eligibility.
- When an employee is laid off during their off season, they are not in a "call-when-needed" situation (which would be a unilateral arrangement dictated by the agency). However, employees may elect to make themselves available for work during all or part of their off-tour.
- Agency initiated reductions in guaranteed tour are adverse actions and must follow RIF or Furlough procedures (Art 23 sec.7) and (5 CFR 340.402).

Employment Agreements

CFR Requirements:

The CFR requirement(s) to have EMPLOYMENT AGREEMENT:

The law as reflected in 5 CFR 340.402(c) requires that an:

"Employment Agreement must be executed between the agency and the seasonal employee prior to the seasonal employee's entering on duty."

5 CFR 340. 402(c) goes on to list the minimum of information the agreement must contain.
(You may note that it doesn't say every year…..but we all know there are yearly fluctuations)

Read 5 CFR 340. Sections 401 thru 403. It's not long…Here's a link:

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=e74854fe56cb459bbea5cc4f7af97017&tpl=/ecfrbrowse/Title05/5cfr340_main_02.tpl

Master Agreement provisions and Local provisions:

Both the CFR and Article 23 require that release and recall procedures are to be established in advance. Some aspects of that must be negotiated at the Local/Unit level, and some aspects may be unique to the individual position or individual employee. The Local has a direct role and responsibility in this process, which includes assistance and oversight to assure compliance and consistency.

The mandatory agreement template in Appendix G of the Master Agreement is designed to document only the formal informational components required by 5 CFR 340.402 (c), which is the primary reason the National Parties have said the template is not further negotiable at subordinate levels. We don't want folks messing around with it. Too many places in the Forest Service either didn't have PSE agreements in place for their employees at all, or the agreements didn't cover the requirements, or contained inappropriate provisions. The Appendix G agreement is the basic agreement regarding "permanent" conditions that should not fluctuate annually. This Appendix G agreement should reside in the employee's Official Personnel Folder.

While Article 23 doesn't specifically mandate it, there will most likely end up being two "agreements" for a PSE. The basic Appendix G agreement and, in most circumstances, there will also be need to document additional items in an annual plan agreement unique to the employee/position for that particular year. In many situations that plan could be as simple as an email w/joint concurrence that documents the annual agreements between the employee and supervisor. That annual plan must still be in compliance with the Appendix G employment agreement provisions, (especially the guaranteed minimum) and all other higher level agreements like, the MA Art 23 and any Locally negotiated release and recall procedure.

WHY NOT have one agreement?? The Appendix G EMPLOYMENT AGREEMENT is filed in the OPF. To approach the App G agreement as the only document defining the specific employment agreement for the individual employee would have required regular/recurring revision, routing and scanning into the eOPF, (theoretically several times a year) as program changes and budget cause the supervisor and employee to revisit the assumptions. We (the Parties) COULD have forced that additional responsibility and workload I suppose....but, the Parties saw no practical reason to do that. The need served by App G is to document the PERMANENT foundational pieces that aren't going to fluctuate, and to assure that at least upon initial placement in the PSE position the employee has been advised about how the key pay and benefits provisions work.

The individual Employment Agreement is supposed to inform the employee “the basis on which release and recall procedures will be effected.” 5 CFR 340.402 (d) requires that “Release and recall procedures must be established in advance and uniformly applied”. This is where we depart from the CFR based individual employee’s Employment Agreement and enter the realm of negotiated procedures. The procedures won’t be uniform if each employee and supervisor write their own. That’s why Art 23 section 7 prescribes some aspects, and why in Art 23 section 5 the Parties left the rest to subordinate level negotiations.

Questions and Answers

1. **Appendix G has a blank for the minimum number of guaranteed pay periods, but does not have a blank for the maximum agreed to pay periods (e.g. min 13; max 16). Why did the parties decide that this maximum period number was not included in the template?**
   There is no specific upper limit in law and regulations to how many pay periods the employee CAN agree to work in a given year. It’s true the list in section 402(c)(2) of the CFR says "and maximum". But, Forest Service Management asserts, (as supported by management's rights) that the automatic "maximum" is 26 pay periods....in every case. And, the Union has no interest in imposing an upper limit on how much work our BUE’s can elect. So, there is no need for a blank showing maximum in the App G format, since that number can change yearly and even within a year. All we're doing in App G is documenting the guaranteed minimum tour.

   The maximum is a matter for annual adjustment by mutual agreement between the supervisor and employee based on annual conditions. That annual adjustment/fluctuation is still subject to 402(a) & (b) in that it has to be tied to the work and compliant with Locally negotiated release & recall procedures, etc. In my experience it's a commonly held "truth" that management can automatically FORCE/demand/hold accountable the employee to reporting for work for 2 pay periods beyond the guaranteed minimum....but I find NO legal basis for that myth. I would venture to say that the employee could only be held accountable to the number of pay periods they AGREE to in an annual plan (in addition to the guaranteed minimum).

   There’s also loosely defined agency policy floating around the Forest Service that PSEs MUST be laid off for at least one pay-period in the leave year. But I observe that’s not consistent with their assertions during our negotiations. It sure has all the appearances of hedging against otherwise legitimate assertions of inappropriate use of the PSE authority (see 5 CFR 340.402(a)).

2. **How do the supervisor and employee establish the minimum and the maximum periods each year in writing?**
   See everything above. And, see the second paragraph of section 2 of Article 23 requiring 2 pay periods advance notice. But also, realize that we're NOT just talking about annual fluctuations in the number of Pay Periods here. Equally important are the actual DATES. You may note that App G doesn't say ANYTHING about specific DATES during the calendar year. That's crystal ball and tea leaves stuff driven by local conditions. That’s why the Parties made these release & recall procedures Locally negotiable.

   Regarding locally negotiated procedures. The SOPs that management may set for routing/storage/retention of THEIR copy of these “annual plans” or whatever you choose to label them is up to THEM. The KEY local provisions I would insist upon on our side are that the EMPLOYEE must have a true original copy, and you should probably include provision that a copy of these individual annual plans be supplied to the Local Union. This would be in the interest of monitoring for compliance with the higher level agreements. Also, that BUEs can elect to have their Union Rep present during these annual plan discussions w/their supervisor.

3. **The "maximum" is adjustable by mutual agreement in the annual plan. What about the "minimum"?**

   There's two ways that affecting the minimum guarantee could go. Decreases, and increases. Each has its own potential for issues. And, there are also different procedures depending on whether the change is "permanent" or not….so be CLEAR about that.

   DECREASES: I think everyone should already understand that any decreases in the guaranteed minimum tour *initiated by management* are an adverse action. According to CFR, permanent reduction must be via RIF procedures, and ART 23 section 7 prescribes that short term one year reductions must be by furlough and Article 33 procedures.

   A decrease in guaranteed tour *initiated/requested by the employee* wouldn't require RIF or Furlough procedures, BUT if the reduction will have an impact on other employees in the work unit, it may trip the contractual Article 8.5 trigger regarding changes to organization and possibly require negotiation. This employee initiated reduction topic would be a logical topic for inclusion in Local negotiation on release and recall.

   ALSO, note here that PSE employees may request an extended leave of absence exactly the same as a PFT. If granted, it is just LWOP and should not be reflected in the Employment Agreement.

   INCREASES: It's the increases in the guaranteed minimum tour that are most interesting and least understood. In the interest of time & space in this message, I'll just say that I believe the same basic principles that are used in determining whether you can do an accretion of duties promotion should apply to doing permanent increases in PSE tours. If there's more than that one employee in that competitive level (series/grade/specialty) in the Unit, then ask yourself, did they all have equal opportunity for this additional work? If NOT… then it may make sense to make it a competitive process. Put this on your list of topics to include in your Local release and recall procedure negotiations….

4. **Article 23 section 7. states that "Should Management need to permanently reduce seasonal tours below the minimum guarantee tour, the following options apply:" a: references RIF and b: references national negotiations thru Art. 11. Our HRO says that means when more than 1 employee is to have their tour reduced. It doesn't apply to one employee. I don't see any directions that indicate what you do if it's 1 employee. What is the intent of 23.7?**

   My, what a fascinating and unauthoritative interpretation from your HRO. I'm guessing here but they must be trying to read more into the grammar of the plural than is there […permanently reduce seasonal tours….]. Irrelevant in any event, have your HRO go read 5 CFR 340.402(d). The INTENT of Section 7 is unambiguous. It means any permanent reduction. Since your local Forest Supervisor doesn't have authority to invoke National level Art 11, RIF procedures apply.

   That said, you (and your HRO) need to read up on RIF procedures. RIF retention register, release, bump & retreat rights, etc… If there's only one PSE position/employee in the competitive level there, and they're relatively low in grade level and towards the bottom of your organization structure then applying this may be pretty simple.

   Also…note that "short term" one season reduction in minimum tours must be by Furlough procedures. Furlough is based on RIF procedures too…..

   Also…see Q&A #17 below.

5. **Article 23 section 2, second paragraph: When does the annual communication between the supervisor and employee take place? Two pay periods prior to the calendar date of the start of work?**
   We don't prescribe other than paragraph 2 in section 2, so it's potentially part of subordinate level negotiations to further define release and recall procedures. But note that just because Sec 2 paragraph 2 says "annually" that doesn't equate to ONCE annually. It means they communicate for the purpose of having a mutual understanding of what the plan is for that season/year. That said, my experience is that the communication occurs twice annually. Before the end of season lay-off, and then usually in periodic check-in & base touching phone calls or visits to the office during the off season. Two pay periods in advance would be the default. How else could you be in compliance with that second paragraph of section 2?

6. **Please clarify the second paragraph of Article 23 section 2. "Annually, the employee and supervisor will communicate to establish the starting and ending dates two pay periods in advance of the action." Are we just taking about the guaranteed minimum tour here?**
   The National Parties intent in Sec 2 paragraph 2 is to create the advance notification to employee requirement, and to provide an automatic opportunity for Local oversight to assure the communications are occurring appropriately. I note here that the advance notice required is the same as the two pay periods in advance of effective date timeline management has set for itself in its SOP for submitting and processing SF-52s. So in theory, an employee can't be brought back to duty or laid off any quicker than this anyway.

   We are NOT talking about setting an annual specific set of dates for just the guaranteed minimum tour. This is about the full annual plan dates, the annual "season" dates referred to in parens in Section 3. Obviously the specific dates MUST allow for meeting the guaranteed minimum tour within the leave year, but must also document/show any mutually agreed addition for that year. Only exceptions to this would be in the initial/first year the employee is in the position if there isn't enough time left in the work season to meet the minimum tour. And, via furlough procedures for current year reductions of the minimum. Note here there are also WRAPS possibilities if you're in restructuring mode...

7. **Why is the ending date included in this discussion between the supervisor and the employee if the template in Appendix G does not have a place for this date to be recorded?**
   See everything above. The specific starting and ending dates are an annual fluctuation and as such have no place in that App G permanent record.

   Article 23, section 3 is intended to help you understand that this is a BI-LATERAL relationship. Also that it is not "call when needed" or "intermittent employment". The agency has hedged its bet by not guaranteeing any more than a certain basic amount of work. On the other side of the equation, the Employee is clearly entitled to know not only HOW MUCH work is being offered...but WHEN so they can decide whether to accept all or part of the offered work and/or make plans for their time.

   This is probably as good a place as any for me to say simply....this has NOTHING to do with questions about unemployment insurance payments from the State. You're only entitled to those when you're ready willing and able to work. Not so you can go skiing, or surfing in Mexico....... and if management is offering you work and you decline it you're probably disqualifying yourself for unemployment.

   That said, there are instances in which an employee may refuse an offer of work and the Forest Service will not dispute his/her unemployment insurance (UI) claim; namely, for offers outside the commuting area or in cases of genuine hardship. See Article 36.4.

8. **In Article23, section 3 it states, "Management will determine the length of the season". Does this mean the minimum length?**
   In the context of the Appendix G Employment Agreement...YES. But, in the context of the annual plan....technically NO it doesn't. It means they can sure OFFER more work if they think they'll have it, and if the employee turns it down then I'd have to say that Management is perfectly justified in contravening an unemployment insurance claim.

9. **If the minimum guarantee is already determined and not changed from the last year, and the employee can decline any additional work offered, then how does "management determine the length of the season" each year?**
   By making offer(s) of the additional work, in accordance with release and recall procedures. The key here is the difference between the formal Employment Agreement (App G) and the annual plan. The employee doesn't HAVE to agree to any annual extension or permanent increase...at least not anything beyond what the initial original Employment Agreement says. You may note that App G template doesn't even address the question of extension/increase specifically. Annual extensions are documented in the annual plan. And any increase (permanent) would then trigger writing up and signing a whole NEW App G.

10. **So, if the employee does not agree to an extension the only sure way for management to actually increase the length of the employee's season is increasing the minimum guarantee? Does this not put pressure on the employee to agree to an extension?**
    Answers in order…Yes, and Yes it does. But, most PSE's would likely welcome the additional work. The fact that the employee doesn't have to accept additional work above the minimum guarantee in an annual plan adjustment is to protect the employee from being subject to discipline/termination for not showing up for work. It's about the employee's right to do what THEY want with their time during the time that Uncle Sam won't guarantee them work on a permanent/outyear basis. I suppose the degree of "pressure" would be unique to the individual employee's personal circumstances and preferences. I'm sure there's lots of probable scenarios. Here's two I can think off:

    - Accept the additional work...or forfeit State unemployment insurance benefits. YES….That's the deal alright. UI is for unemployed people and turning down work will usually disqualify you. Regardless that it's become a lifestyle for many PSE's it's NOT about protecting/preserving UI.
    - Assuming the additional work being offered is expected to be available at least beyond the next fiscal year the management need to staff up for the additional work may very well trigger an Article 8.5 change to the organization, and even Article 32 WRAPS procedures. (See the discussion of WRAPS/RIF below). Meaning the PSE position COULD be declared "surplus"….

11. **Regarding "Defined as closely as practical". If management determines the beginning and ending dates of the season and this season is longer than the minimum guarantee period for the employee, is the employee's only recourse to a later ending date a grievance if they believe the required maximum is not tied to the nature of the work and its practical length?**
    There is no "required maximum", (see everything above). As with any complaint…A grievance MAY end up being necessary to resolve an issue, but it's certainly not the ONLY possibility of "recourse". That said… You have to acknowledge that even from the employee perspective, this issue can come from different/opposite angles.

    I assume the question is framed in the context where the employee is not interested in an increase, or the work being assigned isn't in the employee's normal line of work and not suitable to the employee's qualifications putting them at risk of poor performance, or a contention that the work is only being

"offered" as a ploy to disqualify the employee from otherwise appropriate unemployment insurance benefits. You could certainly grieve these. I suppose it's also possible the first time the Local might even become aware of such an issue might be in the context of a proposed discipline.

There's also the scenario where the offered work is regularly/annually more than the minimum guarantee on an on-going basis. I'm sure the vast majority of PSE's would push to increase their guaranteed tour, and also that the vast majority of PSE tours have been under estimated by managers when measured against the "as closely as practical" standard set by law, CFR, and the Master Agreement. We have provided a provision at Article 23 section 4 for review of the tour. A grievance is certainly an option to force/precipitate management action on the "review".

If you've usually got 16 or 18 or 20 pay periods of work being offered, and it's NOT clearly an anomaly, or some unusual influx of work/funding.....then setting the position @ 13-13 would certainly appear to be a violation. It's my observation that most managers don't even realize that they may be bending or breaking the law by doing so. They just honestly figure they're obligated to maintain "flexibility" between fixed costs and discretionary costs. Discussing it with them and your HR folks MAY solve your issue. If not, grieve it. In addition to the basic length of season issue, it's usually arguable just based on appearances that the use of many PSE appointments is to buffer the fulltime workforce and violates the last sentence of 5 CFR 340.402 (a) and Article 23 section 9.

12. If someone is on a seasonal appointment, do the weeks need to be consecutive? For example, could the Agency work someone for 6 PP in the spring and 7 PP in the fall?

I see nothing in rule/regulation to specifically address the question, or to prevent it. That said, you'd have to fallback to 340.402(b) that the season is "clearly tied to the nature of the work," so I'd say YES if it meets the 402(b) standard.

13. For example, mgt determines at least two pay periods prior to the reporting date of the PSE (and notifies) that the season will last 18 pay periods as their best guess. The PSE minimum guarantee is 13 pp.

Already answered. Management offers the additional work.... the employee either accepts or negotiates for some portion of the additional work, or says "no thanks". "No Thanks" most likely also means no unemployment insurance.

Management may or may not seek to increase the App G minimum tour. Or, may inform the PSE that this year's season will be longer than 13 pp and the employee can expect to work 18 pay periods. So, is this the time the supervisor and the employee 'negotiate' or mutually agree to bind the employee to the 18 pp? In the context of an annual plan YES, exactly. But, in the context of a permanent App G increase, it's only a "could be". It would depend on the circumstances. The permanent assignment of that additional work MAY need to be a competitive process, or be an example of release and recall procedures negotiable @ the appropriate subordinate level.

14. During an annual extension agreement which pushed the season out to 18 pay periods, the supervisor determines the work season will not be 18 pp, but it will be 15 pp. Does the supervisor then inform the PSE in writing at the beginning of pp 13 that the PSE will be placed on nonduty/nonpay status at the end of pp15?

Well, it makes sense to me. An agreement is an agreement, but stuff happens, especially weather, and assuming there's credible evidence the reason the supervisor made the determination was WORK RELATED.

The timing in the question/scenario certainly meets the 2 pay period advanced notice provision of Art 23 section 2 paragraph 2. Assuming the formal App G employment agreement guaranteed minimum is still met, I'd say it's within the parameters of the Master Agreement and CFR. But, the rest of the scenario raises questions that would be appropriately Negotiable @ Local (or appropriate) level.

Notwithstanding a hold harmless provision for changes in the annual plan/agreement I'd say a reduction of the promised annual extension would be a grieveable breach of that annual agreement. And some actual damages might be awardable by an arbitrator, lost leave entitlements for example. I suppose if the employee could provide enough evidence that they had given up other employment in order to honor the extension, there might be some lost wages….?

15. Can a PSE position be converted to a Permanent Full-time position? How does that work?

Yes, absolutely. The answer to the second part is "It depends". Any such change in the organization would at least trigger Article 8 section 5 discussions but usually it's only when you're talking about affecting an occupied "encumbered" position(s) that it really matters much to anybody. And, if the change is in the context of any formal restructuring or reductions (Pre-WRAPS/WRAPS or RIF) it's an even different and much more complex answer.

Example: *In a normal non-restructuring scenario, an encumbered position is currently a GS-XXX-7 PSE 18/8 position. Management has additional work for it and wants to convert the position to a PFT and the plan is that the incumbent would continue to occupy the position. The incumbent employee is agreeable to committing to the additional work.*

This isn't a new position. It isn't a promotion. It's just offering more work to the existing position/employee. It's a non-competitive action. While I'm sure there's behind the scenes HR processing, this need not be any more complex than cutting an SF-52.

HOWEVER, if there are other qualified GS-XXX-7 PSEs in the supervisory unit who could also have been assigned this additional work I suggest here that the situation becomes different. Neither Article 23 nor Article 16 specifically addresses this situation. I suggest that it would be appropriate for Art 8.5 discussion and if not resolved there, then in negotiations at the appropriate level. In your negotiations I suggest considering language & criteria similar to that in ART 16 section 6. And, I also suggest you consider simply asking for volunteers in your procedure before more formal or competitive options.

16. Can a PSE employee be non-competitively placed to a Permanent Full-time position? How does that work?

Yes, absolutely. Unlike a decrease in tour which is considered an adverse action, simple increases in tour up to and including PFT don't automatically require a lot of formal procedure if the employee is in agreement. And, unlike promotions or changes from single grade interval series this does not necessarily have to be a competitive procedure. 5 CFR 340.402(e) says: "*Seasonal employees serving under career appointment may move to other positions in the same way as other regular career employees."* This is actually very simple in settings of one employee for one job. Not so when you have two or more…..

17. How are PSEs handled in WRAPS & RIF?

Unlike the non-restructuring scenarios described in most of this white paper Q&A. The options here are less employee friendly.

Both WRAPS and RIF utilize groupings called "competitive level" for identification of affected EMPLOYEES and the same competitive level groupings are used for POSITIONS in the placement entitlement procedures.

See Article 35 Section 8(e). A competitive level is generally composed of positions/employees in the same Series; and, Grade; and, (depending on how specialized the work is) Job Title; and, working conditions. PSE positions/employees are almost always in a different competitive level than PFT employees. BUT that's as far as the hair splitting goes… There is no further distinction between different PSE tours and 13/13's are lumped right in there with 18/8's, 20/6's etc… You're in direct competition with each other. BUT, you are NOT in competition with PFT employees in your series/grade/specialty. That could be good or bad for you, depending on which positions management is electing to eliminate, and what your preferences are.

RIF procedures are very complex and it is SO unlikely we would ever find ourselves in that RIF scenario, let's look at the more likely WRAPS procedure for an example. Unlike RIF, there are NO "bump and retreat" entitlements in WRAPS, so a PFT with higher seniority can't displace a PSE nor vise-versa.

In WRAPS: Let's say you have a 3 person timber marking crew, all PSEs and all in the same job series/grade/specialty competitive level, but each having a different guaranteed PSE tour. Management decides due to program of work and budget to reduce the crew by one position, the one with the middle length of tour. The current lengths of tour of the individual employees would be irrelevant in determining which of the 3 is identified as the affected surplus employee. It would be based on SCD seniority. And, when we look at the placement/retention entitlement side of the process the remaining 2 would have to either accept the tours of the remaining two positions or be subject to WRAPS reassignment up to and including directed reassignment out of the area or even termination (effectively in non technical terminology here…depending on which of the 3 you are…the choices become take the tour increase/decrease, get transferred, or get fired).

Go back up and re-read some of the earlier answers with this in mind. There is definitely a tension between the employee's individual interest and management's need to staff for the work. And, there's a risk factor to be weighed on both sides. Think it through before you precipitate things….. You don't have to voluntarily accept major changes in your employment agreement, but you ARE stuck with RIF/WRAPS/Furlough etc. which may force you.

18. Does a PSE's tour have to be extended to enable them to use paid leave entitlements?

The technical answer is generally no, and certainly not automatically. But, it depends and it may be an issue that you'd want to add to your list of Locally negotiable items under BOTH release and recall procedures and Local leave procedures. Because they have extended periods of non-duty each year many PSEs tend not to use their leave and over a period of time eventually find themselves in some pretty dire "use-or-lose" situations. Supervisors and managers tend to not push the point because they'd much rather be accomplishing work with their often limited budget. I'd argue that both the Supervisor and the employee have a responsibility for planning/budgeting for leave. If Congress didn't intend for PSEs to use their paid leave then Congress wouldn't have allowed it to be earned in the first place.

DISCLAIMER:

The original questions in the Q & A format were submitted by Union officials following MA training sessions….. I did edit them somewhat to fit this format. This white paper and Q&A has been reviewed and vetted with the Union MA Negotiations team and we believe it accurately reflects the Parties intent in the MA provisions of Article 23. **<u>But is just my opinion</u>** of how the CFR and MA provisions might be interpreted by an adjudicator….

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