

BASIC
AGREEMENT

BETWEEN

NATCHEZ TRACE PARKWAY

AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

LOCAL NO. 3449

This Agreement supercedes the Basic Agreement dated August 20, 1973

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ARTICLE I

GENERAL PROVISIONS

Section 1. Authority: This agreement is entered into under the authority granted by Executive Order No. 11491, as amended, and in accordance with the regulations of the U. S. Department of the Interior, and the National Park Service.

Section 2. Parties and Coverage: This agreement is made by and between the Superintendent, Natchez Trace Parkway, Tupelo, Mississippi, hereinafter referred to as "the Employer" and Local No. 3449 of the American Federation of Government Employees, hereinafter referred to as "the Union." This agreement is applicable to: All employees of the Natchez Trace Parkway, excluding professional employees, management officials, employees engaged in Federal personnel work in other than purely clerical capacity, guards, and supervisors as defined in Executive Order 11491, as amended. The Union hereby recognizes its responsibility for representing the interest of all such employees without discrimination and without regard to labor organization membership.

Section 3. Purpose of this Agreement: It is the intent and purpose of the parties hereto to promote and improve the efficient administration of Natchez Trace Parkway, Tupelo, Mississippi, in the public interest and well-being of employees within the meaning of Executive Order No. 11491, as amended, and the Department of the Interior's labor-management policies and regulations; to establish a basic understanding relative to personnel policies, practices and procedures and matters affecting other conditions of employment; and to provide means for discussions and adjustment of these matters.

ARTICLE I (cont'd.)

The Union agrees to support the Employer in his efforts to eliminate waste; combat absenteeism; conserve materials and supplies, insure timely completion of work; improve the quality of workmanship, encourage the submission of improvement and cost reduction ideas; prevent accidents and promote the development of good will among the Employer, employees, the Union, and the local community.

Both parties recognize that the orderly, efficient, and continuous progress of the Park's operation is in the public interest.

Section 4. Definitions: The following definitions of terms used in this agreement shall apply:

(a) Consultation: Verbal or written discussions between representatives of the Employer and representatives of the Union for the purpose of exchanging views or information concerning the formulation or adjustment of personnel policies and practices affecting the general working conditions of employees in the unit.

(b) Emergency Situations: An emergency situation is one which poses sudden immediate and unforeseen work requirements for Employer as a result of natural phenomena or other circumstances beyond Employer's reasonable control or ability to anticipate.

(c) Grievance: An employee or Union complaint or dissatisfaction concerning some aspects of the employment relationship or a working condition which is beyond the control of the employee or the Union, but within the control of the Employer with a request for an adjustment arrived at by a management decision. A grievance as used in Article VIII covers all matters, with the exception of those which are covered by a statutory appeal procedure.

ARTICLE I (cont'd.)

(d) Impasse: The inability of the representative of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters, through the bargaining process.

(e) Negotiation: Bargaining of representatives of the Employer and the Union on appropriate issues relating to the terms of employment, working conditions, and personnel policies and practices with the view of arriving at a mutually acceptable written agreement.

(f) Unit: The term applicable to the Unit of recognition for Union representation and is that group of positions finally agreed upon by the Employer, the Union and Department of Labor, as described in 2 above.

(g) Unit Employees: The term applicable to personnel assigned to the organization unit defined in Section 4 (f) above.

ARTICLE II

PROVISIONS OF LAW AND REGULATIONS

Section 1. It is agreed and understood that in the administration of all matters covered by this agreement management officials and employees are governed by the applicable existing or future laws or regulations of the Federal government, including but not restricted to Executive Orders, including Executive Order 11491, as amended, those rules and regulations issued by the Federal Labor Relations Council, the Department of Labor, the Civil Service Commission, the Department of the Interior, the National Park Service, Southeast Regional Office, and other orders emanating from higher authority.

Section 2. Any portion of this agreement which presently or in the future conflicts with any law, regulation, or directive of any authority outside the Department of the Interior automatically becomes null and void. However, this agreement is not subject to future Department of the Interior, National Park Service or Southeast Regional Office regulations unless they are required by law, or by regulations of an authority outside the Department of the Interior. This agreement must be amended to conform to all published Department of the Interior, National Park Service and Southeast Regional Office regulations before it can be extended or renewed.

ARTICLE III

ACCEPTANCE OF THE FEDERAL WAGE SYSTEM

In accordance with the authority received from the U. S. Civil Service Commission's "Letter of April 4, 1968," the parties agree to adopt the Natchez Trace Parkway special wage schedule which is based on F.W.S. regular wage schedules.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF THE EMPLOYER

Section 1. It is agreed that the customary and usual rights, powers, functions, and authority of management, except as otherwise modified by this agreement, are vested in the Employer. Included in this responsibility but not limited thereto are the right:

- (a) To direct employees of the Natchez Trace Parkway.
- (b) To hire, promote, demote, grant or deny step increases, transfer assign and retain employees in positions with the Natchez Trace Parkway, and to suspend, demote, discharge, or take other disciplinary action against employees.
- (c) To relieve employees from duties because of lack of work or for other legitimate reasons.
- (d) To maintain the efficiency of the government operations entrusted to them.
- (e) To determine the methods, means, and numbers and kinds of personnel by which such operations are to be conducted.
- (f) To take whatever actions may be necessary to carry out the mission of the Natchez Trace Parkway in situations of emergency.

Section 2. It is agreed that in prescribing rules and regulations relating to personnel policies, procedures, practices, and matters of working conditions, the Employer shall give due regard and consideration to the obligations imposed by this agreement and the provisions of Executive Order 11491, as amended; however, the obligation to meet and confer shall not be construed to include such matters as the function or mission of the Natchez Trace Parkway, its

ARTICLE IV (cont'd.)

budget, its organization, the number of employees and the numbers, types, and grades of positions or employees assigned to an organizational unit, work project or tour of duty; the technology of performing its work, or its internal security practices.

Section 3. Both parties agree that the Employer retains the right to make changes in personnel policies, practices, and procedures, and working conditions after good faith consultation with the Union. Negotiations over such matters during the life of the agreement are specifically precluded, except as provided in Section 4 below.

Section 4. The Employer will not make unilateral changes in the terms of the agreement. Changes which may be required by paramount statutes, executive orders, regulations of appropriate authorities or emergency situations shall be brought promptly to the attention of the Union. Amendments will be effected in accordance with the procedure specified in Article XXIX of this agreement.

ARTICLE V

RIGHTS AND OBLIGATIONS OF EMPLOYEES AND THE UNION

Section 1. An employee may join or refrain from joining a labor organization without interference, coercion, restraint, discrimination or reprisal from the Employer or the Union. An employee's right or status as an individual will not be affected because of membership or non-membership in a labor organization.

Section 2. Nothing in this agreement shall require an employee to become or to remain a member of a labor union, or to pay money to such an organization, except pursuant to a voluntary, written authorization by a member for payment of dues through payroll deductions.

Section 3. This agreement does not preclude any employee from bringing matters of personal concern to the attention of appropriate Union or management officials without fear of reprisal or intimidation.

Section 4. An employee is expected to perform loyal and efficient service and promote mutually with the Employer the welfare of the National Park Service and Natchez Trace Parkway.

Section 5. An employee has the right to have both the Employer and the Union apply all provisions of this agreement fairly and equitably to all employees in the unit without regard to race, creed, color, national origin, sex, age as prescribed in existing regulations, marital status, physical handicap, lawful political affiliation(s), or membership or non-membership in a lawful union.

ARTICLE V (cont'd.)

Section 6. The Union shall not call or engage in a strike, work stoppage, or slowdown; picket the National Park Service in a labor-management dispute; or condone any such activity by failing to take affirmative action to prevent or stop it.

Section 7. Solicitation of membership or dues and other internal business of the Union shall be conducted in the non-duty hours of the employees concerned. Canvassing and soliciting shall be conducted outside regular working hours. For this purpose, lunch periods are considered outside regular working hours.

Section 8. The Union, as representative of the employees within the unit, shall have the right and responsibility to present its views to the Employer either orally or in writing concerning grievances, personnel policies and practices or other matters affecting general working conditions of employees in the unit.

ARTICLE VI

CONSULTATION AND NEGOTIATION

Section 1. Both parties to this agreement have the responsibility of conducting their negotiations and consultations in good faith and otherwise in such manner as will further the purposes of Executive Order 11491, as amended. They agree to make every reasonable effort to resolve all differences which arise between them in connection with the administration of this agreement.

Section 2. It is agreed and understood that matters appropriate for consultation and negotiation between the Employer and the Union are practices, programs, and procedures related to working conditions that are within the discretion of the Employer including such matters as safety, training, labor-management cooperation, employee services, and scheduling of leave. The Employer and the Union will negotiate only those matters that have been submitted in writing at least twenty (20) calendar days prior to negotiations. Thereafter, any additional amendments to this agreement will be negotiated on a yearly basis unless by mutual consent an earlier time is agreed upon. All amendments will become an integral part of this agreement.

Section 3. Prior to each negotiation session, parties to the agreement will enter into a memorandum of understanding in compliance with Executive Order No. 11491, as amended.

ARTICLE VI (cont'd.)

Section 4. Consultations and meetings requested by representatives of the Union or the Employer shall be conducted informally at a mutually convenient time and place. The Employer shall grant employees who represent the Union reasonable amounts of official time to attend and participate in such meetings and consultations. Representatives of the Union or the Employer shall state orally or in writing the nature of the matter to be discussed. Representatives for each of the parties shall normally not exceed three members.

Section 5. If an issue develops as to whether a proposal is contrary to law or regulations, it may be referred by both parties jointly through National Park Service channels to the Director, Organization and Personnel Management, Office of the Secretary, Department of the Interior for determination.

Section 6. Negotiation disputes and impasses will be resolved in accordance with Sections 16 and 17 of Executive Order 11491, as amended. When negotiation impasses occur despite an earnest effort to resolve the matter through consultation and discussion and the advice of experts, either party, or both parties jointly, may request the services of the Federal Mediation and Conciliation Service. If services of the Mediator fail to resolve the matter, both parties will present their positions, in writing, to their respective higher headquarters for possible resolution and/or recommendation. If the impasse is still unresolved, the provision concerning submittal of negotiation impasses to the Federal Service Impasses Panel will be complied with.

ARTICLE VI (cont'd.)

Section 7. Employees serving as Union representatives shall be authorized official time up to 40 hours when negotiating an agreement with the Employer. For purposes of application, negotiations are defined broadly as that process beginning with preliminary meetings on ground rules, if any, and running through all aspects of negotiations, including supplemental agreements, mediation, and impasse resolution processes when needed. Premium pay and travel expenditures are not authorized employees serving as Union representatives during the negotiation process.

ARTICLE VII

UNION REPRESENTATIVES AND STEWARDS

Section 1. The Employer agrees that to enable the Union to meet and discharge its obligations and responsibilities under the agreement, authorized Union representatives shall be permitted to visit established worksites along the Natchez Trace Parkway during working hours, provided that such visits will not interfere with park operations.

Section 2. Non-employee Union representatives will, whenever feasible, notify the Parkway Superintendent or his representative in advance of their arrival.

Section 3. Stewards shall be chosen by the Union from unit employees and will serve as representatives of the Union in bringing Union matters to the attention of the Employer. The Union may be allowed one steward for each subdistrict and shall supply the Employer with their names and the areas in which each is to serve. The names of the stewards shall be posted on appropriate bulletin boards. Stewards shall be recognized by the Employer in their official capacity as trained Union representatives with authority to officially represent the Union in business matters. Both the Union and the Employer shall recognize the steward's dual relationship with management where the steward functions as an employee under the supervision of designated supervisory personnel. When the steward meets with management's supervisory echelon to discuss grievances, recognition shall be given to the role of the steward as an official representative of the Union with equal status. It is agreed by the Union and the Employer that the interests of both parties will be best served by developing a climate of mutual respect and good working relationships within the ranks of their respective representatives.

ARTICLE VII (cont'd.)

Section 4. Stewards will conduct their approved business with dispatch during working hours and shall not use their offices for unwarranted absences from their duty posts. Stewards when leaving their duty posts, shall first obtain permission from their immediate supervisor. Permission will also be obtained from the supervisor of any employee being contacted. Stewards will report their return to work to their supervisors. Supervisors will grant such permission unless a significant interruption of work would result. If permission is denied, the supervisor shall furnish the steward, in writing, the reasons for the denial. The date and time at which the unit employee can be contacted will be established at this time.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1. The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances.

Section 2. A grievance as defined in Article I, Section 4 (c) may pertain to any of the following:

- (1) Any matter involving the interpretation, application, or violation of this agreement.
- (2) Questions concerning the interpretation of rules and regulations of the Southeast Region, National Park Service, Department of the Interior, Civil Service Commission, Comptroller General, Federal Labor Relations Council or other authority covering regulations, policies, and memoranda affecting the employees in the unit will be referred to the appropriate authority for interpretation which will be binding on any arbitrator. Any time limits specified in other sections of this article will be suspended pending receipt of this interpretation.

Section 3. The exclusions to this grievance procedure shall be those matters subject to statutory appeal procedures.

Section 4. This negotiated procedure shall be the exclusive procedure available to the Union and the employees in the bargaining unit for resolving such grievances.

Section 5. All disputes as to whether or not a grievance is grievable or arbitrable under this agreement may be referred to the Assistant Secretary for decision.

ARTICLE VIII (cont'd.)

Section 6. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by management and the aggrieved party(s) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his performance, or his loyalty or desirability to the organization. Reasonable time during working hours will be allowed for employees and Union representatives to discuss, prepare for and present grievances, including attendance at meetings with management officials.

Section 7, Step 1. The grievance shall first be taken up orally by the concerned employee or steward with the appropriate supervisor in an attempt to settle the matter. Grievances should be presented as soon as possible, but must be presented within 30 calendar days from the date the employee or Union become aware of the grievance. The steward must be present if the employee so desires. However, if an employee(s) presents a grievance directly to agency management for adjustment consistent with the terms of this agreement, the Local shall have an observer present on official time.

Section 7, Step 2. If the matter is not satisfactorily settled following the initial discussion, the steward may, within 5 working days, submit the matter in writing in a standard grievance format to the Division Chief. The Division Chief will meet with the steward and any aggrieved employees as soon as possible, but not later than 5 working days after receipt of the grievance. The Division Chief shall give the steward his written answer within 5 working days after the meeting.

ARTICLE VIII (cont'd.)

Section 7, Step 3. If the grievance is not settled at the Division Chief level, the Union representative may within 5 working days, forward the grievance to the Superintendent for further consideration. The Superintendent will review the grievance, consult with the Division Chief and the Union representative, and give the Union representative his written answer within 15 working days after receipt of the grievance.

Section 7, Step 4. If the grievance is not satisfactorily settled at the Superintendent level, the Union or the Employer may refer the matter to arbitration.

Section 8. Grievances which may impact on more than one employee may be submitted in writing by the Local President (or his designee) directly to the Superintendent. The Superintendent and the Local President will meet within 5 working days after receipt of the grievance to discuss the grievance. The Superintendent shall give the Local President his written answer as soon as possible but not later than 15 working days after the meeting. If the grievance is not settled by this method, the Union may refer the matter to arbitration. Nothing herein will preclude either party from attempting to settle such grievances informally at the appropriate level.

Section 9. All time limits in this article may be extended by mutual consent. Failure of the Employer to observe the time limits shall entitle the Union to advance the grievance to the next step. Failure of the employee or Union to process the grievance within the time limits shall constitute withdrawal of the grievance.

ARTICLE IX

ARBITRATION

Section 1. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either party within 30 calendar days after issuance of the Employer's final decision, may be submitted to arbitration.

Section 2. Within 5 working days from the date of the request for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of 7 impartial persons qualified to act as arbitrators. The parties shall meet within 5 working days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of 7 and will then repeat this procedure. A flip of the coin shall determine who strikes the first name. The remaining person shall be the duly selected arbitrator.

Section 3. 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.

Section 4. The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by the Employer and the Union. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek. All participants in the hearing shall be in a duty status.

Section 5. The arbitrator will be requested to render his decision as quickly as possible, but in any event not later than 30 days after the conclusion of

ARTICLE IX (cont'd.)

the hearing unless the parties mutually agree to extend the time limit.

Section 6. The arbitrator's award shall be binding on the parties.

However, either party may file exceptions to an award with the Federal Labor Relations Council, under regulations prescribed by the Council.

Section 7. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

ARTICLE X

LABOR-MANAGEMENT COOPERATION

Section 1. A Joint Labor-Management Cooperative Improvement Committee, consisting of the Employer and his subcommittee members and the President of the Local and his subcommittee members, shall be established. The Joint Committee shall meet quarterly to discuss appropriate subjects of concern to each party. The subcommittees established for the Northern and Southern Districts shall consist of two Union representatives and two Employer representatives. These subcommittees will meet bi-monthly during even calendar months, and the date, time, and place of such meetings are to be mutually determined by the Employer and the Union. A reasonable amount of official time shall be provided for these meetings. Minutes will be kept at each meeting and signed by both parties. Copies of the minutes will be provided both parties.

The subject matter for consideration shall include such matters as but not limited to:

- (a) The identification and/or correction of conditions causing grievances and misunderstanding,
- (b) The encouragement of good human relations between employees and the supervisors,
- (c) The promotion of education, training, health and safety,
- (d) The interpretation and application of rules, regulations and policies,
- (e) The strengthening of employee morale,

ARTICLE X (cont'd.)

- (f) The promotion of the Equal Employment Opportunity Program,
- (g) Conservation of materials,
- (h) The improvement of working conditions,
- (i) The interpretation and application of this agreement.

However, it is agreed that individual grievances will not be taken up during Committee meetings. The Committee shall also consider the means and methods by which provisions of this agreement shall be implemented.

ARTICLE XI

DUES WITHHOLDING

Section 1. In conformance with applicable Civil Service regulations and policies of the Department of the Interior, the Employer will withhold union membership dues of employees in the unit who are members of the Union and who voluntarily make such allotment of their pay for this purpose.

Section 2. The Union accepts the responsibility of informing and educating its members concerning the program for the allotment of dues and the uses and availability of SF 1187 and SF 1188.

Section 3. Withholdings shall include the regular periodic amounts required to maintain the employee as a member in good standing, but shall not include initiation fees, special assessments, back dues, fines, or similar items.

Section 4. Allotments for union dues must be authorized on Standard Form No. 1187 which shall be purchased by the Union for members. Members wishing to participate in the dues withholding program may authorize a pay allotment to cover union dues by submitting a signed SF 1187 to the Union who will certify that the employee is a member in good standing in the Union. The Union will then submit the forms to the appropriate timekeepers for transmittal to the payroll office.

Section 5. Union dues will not be withheld when an employee's net salary for the pay period involved is insufficient to cover the dues after other legal and required deductions have been made.

Section 6. The amount of dues withheld shall remain unchanged until the Union certifies to the payroll office that the amount of dues has changed for

ARTICLE XI (cont'd.)

a particular member or members, showing the specific amount of the new deduction. Such changes shall not be made more frequently than once each twelve months, measured from the date of the first change made by the Union. Notification of dues changes must be received by the payroll office prior to the beginning of the pay period for which the change is effective.

Section 7. A member may revoke his allotment for union dues by submitting to the payroll office two copies of a completed and signed Standard Form No. 1188. When a member does not use an SF 1188, other written notification of revocation signed and dated by the member will be accepted. The effective date of such revocation shall be the first complete pay period from which union dues are withheld after March 1 or September 1, providing the notice is received prior to the beginning of such pay period. The payroll servicing officer will provide the Union appropriate notification of the revocation. A duplicate copy of SF 1188 when completed by the member can be used for this purpose.

Section 8. Termination of dues withholdings shall be automatic when an employee is expelled or ceases to be a member of the Union or assigned to a position outside the bargaining unit. Employees promoted to positions outside the bargaining unit on a temporary basis will continue to have their dues withheld. The Union will promptly notify the payroll servicing officer, in writing, when a member of the Union is expelled or ceases to be a member.

Section 9. Remittances to the Union of dues withheld will be made as soon as practical after each pay period for which deductions are made. Remittances will show the names of participating members, the amounts withheld, and the pay period from which deductions were made.

ARTICLE XII

DISCIPLINARY ACTIONS

Section 1. The Employer agrees that prior to the taking of a written or sworn statement from an employee against whom disciplinary action may be effected he must be advised at that time of his right to be represented by the Union.

Section 2. If at any time an employee is being questioned by a supervisor or management official and he believes that his rights are being threatened, he has an absolute right to request that his Union representative be present. No further questioning or action will take place until the employee's representative is present.

Section 3. The Employer agrees to informally discuss with the employee and his Union representative the basis for any proposed disciplinary action prior to its being reduced to writing except as a result of an emergency situation. The Employer will carefully consider the employee's views and inform the employee and his representative of his intention before instituting any formal action.

Section 4. If the employee elects to be represented by the Union, copies of all correspondence addressed to the employee will be furnished to the Union.

Section 5. Disciplinary actions will only be taken for just and sufficient cause and will be in accordance with Civil Service Commission and agency regulations.

ARTICLE XIII

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons, to prohibit discrimination because of age, race, color, religion, sex or national origin and to promote the full realization of equal employment opportunity through a continuing affirmative program.

Section 2. The Employer and the Union will conduct a continuing campaign to eradicate every form of prejudice or discrimination based upon age, race, color, religion, sex or national origin, from the Employer's personnel policies and practices and working conditions, including disciplinary/action against employees and supervisors who engage in discriminatory practices.

Section 3. The Employer, through consultation with the Union, will utilize to the fullest extent the present skills of employees and will provide the maximum feasible opportunity to employees to enhance their skills through on-the-job training, work-study programs and other training measures so that they may perform at their highest potential and advance in accordance with their abilities.

Section 4. The Employer will establish an Equal Employment Opportunity Committee to participate at the parkway and community levels in cooperative action to improve employment opportunities and community conditions that affect employability. At least two Union representatives will serve on the Equal Employment Committee. The Committee shall meet at least bi-monthly and take necessary action to promote the goals and objectives of the parkway's Equal Employment Opportunity Affirmative Action Plan.

ARTICLE XIV

SAFETY & HEALTH

Section 1. Responsibility of the Employer: The Employer shall make every effort to assure safe and healthful working conditions to the full extent of his authority and shall provide necessary equipment and protective gear to assist in achieving this purpose. The Employer shall investigate reported environmental deficiencies at the work site which could have an adverse affect on the employee's health and shall take necessary action to correct the situation. Such corrective action may include reporting such deficiencies to headquarters level and to enlist whatever aid is necessary to effect needed improvements. In particularly severe situations, the Employer may act to limit an employee's exposure if such is considered necessary.

Section 2. Hazard Covered by Appendix J FPM Supplement 532-1 and Sec. 5545(d) of Title 5, USC (Appendix A, FPM 990-2): When the Union determines that environmental and hazardous situations warrant coverage under payable categories of these references, it will notify the Employer of the title, location, and nature of the condition to justify payment of environmental and hazardous differential. When the Employer determines that a local environmental or hazardous situation is payable under these references, it will take action to pay the appropriate environmental or hazard differential. If the proposed environmental or hazard differential is denied, the parties shall meet for the purpose of discussing the reasons for denial.

Section 3. Hazards Not Covered by Appendix J FPM Supplement 532-1 and Sec. 5545(d) of Title 5, USC (Appendix A, FPM 990-2): When the Union or the Employer determines that there is a need to establish additional percentages

ARTICLE XIV (cont'd.)

or categories to these references for which environmental or hazardous differential should be paid, it will notify the other party of such proposed changes. Within five days of receipt of the proposal, the parties will meet and confer. Upon agreement a joint request will be referred through agency channels to the Civil Service Commission in accordance with these references.

Section 4. Responsibility of the Union: The Union agrees to cooperate fully with the Employer in fostering an effective and progressive safety program. It will also urge employees of the unit to strictly observe safety rules and precautions and to use the safety equipment issued.

Section 5. Responsibilities of the Employees: Employees have the primary responsibility and obligation to know and observe established safety rules and practices. Additionally, they will properly use all safety equipment provided them as protection for themselves and others. Employees will be responsible for reporting to their supervisor any unsafe practice or condition of which they are aware.

ARTICLE XV

USE OF OFFICIAL TIME

Section 1. Internal Local Business: The internal business of the Union, such as the solicitation of membership, collection of monies, election of officers and other business shall be conducted during the non-duty hours of the employees involved.

Section 2. Special Leave for Union Training: The Employer and the Union agree that the training and development of employees within the unit is a matter of primary importance to both parties.

The Employer agrees to grant administrative leave to Union officers and stewards to attend Union sponsored training which will be of mutual benefit to the Employer and the Union. Administrative leave will be for short periods of time--normally not to exceed eight (8) hours in any one year. Administrative leave will be approved except in particular cases where the absence of an employee or employees would jeopardize an important production deadline or interfere in some other significant way with the accomplishment of the parkway's operation. The Union will submit sufficiently detailed information concerning the content and schedule of the training session to permit the Employer to determine administrative leave is justified. The Union's submission will also include the names and job units of the employees whose attendance is necessary.

ARTICLE XVI

USE OF OFFICIAL FACILITIES

Section 1. Space: The Union may be granted permission to use official space for meetings on the non-duty hours of the employees involved. The Employer will permit the use of such space when available and in instances where such use will not conflict with the performance of official functions or building rules. The Union is responsible for exercising reasonable care in the use of such facilities, and shall leave them in a neat and orderly condition.

Section 2. Bulletin Boards: The Union will be provided a bulletin board. Items placed on such bulletin boards will concern such material as notices of Union meetings, elections, and recreational and social affairs. The posting of political propaganda or commercial advertising on bulletin boards is prohibited. The Employer retains the right to inspect and approve all material which the Union proposes to post.

ARTICLE XVII

OVERTIME

Section 1. The Union agrees that the administration of any necessary overtime work (including the nature of the work, the need for special skills, the priority of productive or support effort, and number of employees required) is solely a function of the Employer. As a general rule, first consideration of overtime shall be given to those employees who are currently assigned to the job. Second consideration will be given to those employees who are currently working in the area and who are best qualified to do the job where the overtime work is required.

Section 2. Because of personal reasons, an employee may request that he not be assigned to an overtime tour, except in emergency situations. Overtime work will be accomplished by other employees with similar and appropriate skills required, as far as practicable.

Section 3. In directing overtime, the Employer will make every effort to rotate such overtime among the employees of the Unit concerned who can adequately perform the work required.

Section 4. Employees who are called back to work at a time outside of, or unconnected with, their scheduled hours of work shall receive at least two (2) hours of call-back overtime pay including any shift differential or additional pay to which they may be entitled.

ARTICLE XVIII

LEAVE

Section 1. Leave shall be scheduled in a systematic way and sufficiently in advance to: (1) maintain the necessary work force, (2) minimize absences during peak workload periods, and (3) prevent loss of any leave due employees. The Employer shall be as considerate as possible in accommodating an employee who requests leave.

The Employer will develop a tentative vacation leave schedule (40 hours or more) by March 1 of each year based on requests from employees. The employee request will be given to the Employer by February 15 of each year. Conflicts in leave requests will be resolved between the appropriate employees and the Employer. In those instances where the conflicts cannot be resolved, leave will be scheduled on the basis of seniority.

Desired changes in the leave schedule must be requested at least thirty days in advance except in case of emergency. The tentative leave schedule will not be changed without prior consultation between the Employer and the employee.

Leave requests for less than 40 hours and more than eight (8) hours will require at least three (3) days advance notice except in cases of emergency. Leave for less than eight (8) hours will normally require at least 1 day prior notice.

The employee will notify his supervisor as soon as he becomes aware of an emergency situation for which he would request emergency annual leave. The supervisor shall be as considerate as the local work situation will permit in accommodating the employee who desires absence from the job for personal or emergency purposes.

ARTICLE XVIII (cont'd.)

Section 2. Employer agrees that the use of sick leave will be granted in accordance with the Department of the Interior and Civil Service Commission regulations.

When sickness occurs during a period of approved annual leave, the period of illness may be applied to sick leave, the balance being charged to annual leave.

Section 3. Maternity leave is a period of approved absence from duty for reasons related to pregnancy and confinement. Ordinarily this period is not longer than fourteen (14) weeks beginning six (6) weeks before expected delivery and ending eight (8) weeks after delivery.

Employee shall report pregnancy to her supervisor at an early date in order that staffing adjustments may be made to compensate for her absence.

Section 4. An employee may choose annual leave, leave without pay, or any combination thereof after sick leave is exhausted. The details for granting maternity leave are contained in Department of Interior Instructions and/or Regulations.

ARTICLE XIX

HOURS OF WORK

Section 1. Standard Hours of Work: Standard duty assignments within the Natchez Trace Parkway shall be scheduled in advance over a period of not less than one (1) week.

The standard administrative work week shall be seven (7) consecutive calendar days, Sunday through Saturday. The employees' standard basic work week shall not exceed five (5) consecutive days.

No deviation from the basic work schedule shall be effected solely for the purpose of circumventing or avoiding payment of overtime.

The occurrence of a holiday shall not effect the designation of the basic work week.

All work ordered and performed in excess of eight (8) hours in any one day or in excess of forty (40) hours during the administrative work week shall constitute overtime.

Section 2. Non-Standard Hours of Work: Deviation from the standard conditions described above will be made only in accordance with regulations governing non-standard tours of duty or other tours necessary to schedule work in unusual circumstances.

Section 3. Travel: Routine recurring travel from official station or other gathering point, such as a work center, to field locations and the return will be confined to official duty hours.

ARTICLE XX

HOLIDAYS

Section 1. Employees shall be entitled to all holidays now prescribed by Federal law and any that may be later added by Federal law, and all holidays that may be designated by Executive Order.

Section 2. Holidays will be observed in accordance with applicable Civil Service Commission, Department of the Interior, and National Park Service regulations.

Section 3. An employee required to perform work on a holiday or the day designated as his observed holiday will be paid in accordance with applicable laws and regulations.

Section 4. It is agreed that work on holidays or observed holidays shall be held to an absolute minimum subject to the mission requirements of the Employer. In directing holiday work, the Employer will make every effort to rotate such holiday work among the employees whose positions require such duties. The Employer will, upon request, relieve an employee from a holiday assignment if his reason is valid and there is another qualified employee available for the assignment.

Section 5. An employee may request leave for any workday which occurs on a religious holiday associated with the religious faith of the employee. Leave for such purpose will be approved unless the granting of such leave would adversely affect the mission or the operation of the organization to which the employee is assigned.

ARTICLE XXI

POSITION CLASSIFICATION

Section 1. Any employee in the unit who believes that his position is improperly classified will first consult with his supervisor for information and guidance as to the basis for the classification of his position. Consultation may also be arranged for the employee by the supervisor, as necessary, with appropriate representatives of the Employer in an effort to resolve the employee's dissatisfaction informally.

Section 2. In the event the employee's dissatisfaction concerning the classification of his position cannot be informally resolved, he will be informed by the Employer as to the appeal channels that are available to him as described by Classification Appeal Regulations and procedures. He will be informed that he may designate a representative of his own choosing.

ARTICLE XXII

POSITION DESCRIPTIONS

Section 1. All employees in the unit must be provided with a current copy of their position description.

Section 2. When an employee alleges inequities in the classification of his position, he shall be furnished information on the appeal rights and procedures set forth in applicable regulations. He may elect to be represented or assisted by a Union representative in discussing the matter with supervisory and management officials.

Section 3. The Employer agrees that the Union may review the position description (or job description) of any employee in the unit in consultation with the personnel office when the description is pertinent to a specific complaint. Position classification standards used in determining the classification of the position will also be made available to the Union. If the employee believes the position or job description is inaccurate, discussions will be held with the appropriate supervisor and if technical advice is necessary a Personnel Management Specialist to resolve the inaccuracies. If inaccuracies are found to exist, the description will be revised and resubmitted for classification.

Section 4. The Employer will notify the Union when new or revised Position Classification Standards are received prior to their implementation. When there are new or revised standards, implementation shall be initiated as soon as feasible upon receipt of standards.

ARTICLE XXII (cont'd.)

Section 5. It shall be the responsibility of the supervisor to insure that the employee is informed of the content of his position description. Through supervisory and employee review of the position description, a decision will be made as to whether the description is correct. There will be no coercion on the part of the supervisor to force an employee to sign any description if he does not agree with its accuracy. The employee also has a responsibility to read the description and to inform the supervisor of any part that he does not understand or agree with.

ARTICLE XXIII

PROMOTIONS

Section 1. The Union agrees to accept the standard regional local plan which is cited in FPM Chapter 335.3, NPS addition to the FPM Chapter 335.3, Section 2, Subchapter 3. It is agreed that the Employer will utilize to the maximum extent possible the skills and talents of its employees. Therefore, consideration will first be given in filling vacant positions within the bargaining unit with employees within the bargaining unit.

Section 2. Local promotion rating panels that rank employees of the unit shall have an observer appointed by the Union. The observer will be appointed from the unit membership within the headquarters area./

Section 3. When a written grievance is filed, the President of the Union or his designee will be permitted to post audit all records used as a basis for ranking and selecting employees for any promotion action, such as: a promotion certificate, pertinent production records, records of awards received, training, experience and education records, and supervisory appraisals, which records have been purged to eliminate the identity of any individual employee except that with the grievant's permission his or her records may be so identified.

Section 4. Details to a higher grade position of 15 days or longer will be accomplished by a temporary promotion to be effective on the first day of the first pay period following the beginning of the detail. When it is known sufficiently in advance that a detail to a higher grade position lasting 15 days or more will be needed, management will make every reasonable effort to begin such detail at the beginning of a pay period.

No detail will be assigned to an employee and cancelled or assigned to another employee to avoid payment for higher skills performed.

ARTICLE XXIII (cont'd.)

All details to a higher grade for forty (40) consecutive hours or more will be recorded and considered in making selection for promotion.

Section 5. The selections for such temporary promotions will normally be made from among well qualified employees in the established area of consideration and next lower grade using principles set forth in the local Career Development and Placement Plan. Such promotions, where practicable, will be rotated among well qualified employees.

ARTICLE XXIV

DETAILS

Section 1. The Union recognizes that the Employer, in accordance with applicable laws and regulations, has the right to assign personnel to carry out the mission of the Employer. The Employer agrees that when an employee is detailed to duties outside of those provided by his official assignment and which are separate and distinct from those described in his official position description, the supervisor will discuss with the employee selected for detail the reasons for the detail, the nature of the duties to be performed and the anticipated length of the detail. All details of 30 days or more will be documented on an SF-52 and placed in the employee's official personnel folder. Following completion of repeated details accumulating to 30 days or more the employee may initiate a Standard Form 172, which his supervisor will certify for inclusion in the employee's personnel folder.

Section 2. If an employee is detailed more than 30 days, he will be provided a copy of the approved request, Standard Form 52. The SF-52 will include a brief description of the duties to be performed.

Section 3. It is further agreed that no supervisor to which an employee is detailed shall take disciplinary action on said employee. If an employee's services are not satisfactory, the supervisor to which the employee is detailed will inform the regular supervisor, who will determine whether to take disciplinary action.

ARTICLE XXV

EMPLOYEE TRAINING

Section 1. Training programs established will be consistent with applicable laws and regulations.

Section 2. The Employer will plan and provide for training and development of employees as required to accomplish the mission. This may involve many different types of training, such as refresher training, technical training, training in new or shortage skills categories and on-the-job training. Selection for training will be from those employees best qualified to utilize the training.

Section 3. Job training required by the Employer will be accomplished on the Employer's time in accordance with the Government Employees Training Act and National Park Service training policy. Training for which the employee voluntarily applies may be accomplished on the employee's time. The employee is responsible for self-development. The supervisors will support and assist such efforts to the extent feasible.

Section 4. The Union agrees to encourage all unit personnel to advance individual training within their respective skills. The Union will encourage an employee to participate in educational programs made available by and through the National Park Service or on a personal basis to maintain proficiency in the employee's career field. Employees will attend educational and/or training courses when made available by the Employer and will make a diligent effort to complete the course with a satisfactory report, recognizing that failure to do so may be cause for withholding step increase or other official action.

ARTICLE XXV (cont'd.)

Section 5. The Union will encourage employees to participate in technical organizations and meetings and to advise the Employer of meetings and offices held.

Section 6. When the Employer determines that a skill scarcity exists, employees will be notified of these areas so that interested employees may pursue established training opportunities, which may qualify them for consideration for such skills.

ARTICLE XXVI

EMERGENCY SITUATIONS

Section 1. Declaration by Employer: A declaration of emergency shall be made by the Employer only when justified by extraordinary conditions such as a civil or national disaster or an emergency situation as defined in Article I, Section 4 of the basic agreement. Should an Employer-Declared Emergency result in an infraction of the terms of this agreement, the Union will be fully informed of the details and the reasons for such action.

ARTICLE XXVII

AFGE HEALTH BENEFIT PLAN

Section 1. Distribution: A copy of the brochure of the AFGE Health Benefit Plan will be distributed to each employee in the unit during open season and to each employee at the time of his employment.

The Union will be responsible for making distribution through the Natchez Trace Parkway distribution system.

ARTICLE XXVIII

MISCELLANEOUS

Section 1. The Employer will semi-annually furnish the Union a list of the names, position titles, grades, salaries and duty stations of all employees under their jurisdiction.

Section 2. Within the first five (5) days of each month, the Union will be given a list of the names, position titles, grades, salaries and duty stations of all employees, appointed, transferred, promoted and separated during the preceding month. In addition, the reason for separation from the unit will be furnished.

Section 3. The Employer will inform each new unit employee of the Union's exclusive recognition and identify the Union representative.

ARTICLE XXVIX

DURATION OF THE AGREEMENT

Section 1. The effective date and the anniversary date of this agreement shall be the date of approval by the Director, Organization and Personnel Management, Office of the Secretary, Department of the Interior. This agreement shall remain in effect for two years and shall be automatically renewed for one year on the anniversary date and on each anniversary date thereafter unless a proper representation challenge is made by another union, or no sooner than 90 calendar days and no later than 60 calendar days, prior to such date either party gives written notice to the other of its desire to amend, to renegotiate, or to terminate the agreement. The notice must be acknowledged by the other party promptly upon receipt. Upon notice to renegotiate or terminate being given, the agreement and amendments terminate on the anniversary date. This agreement shall not be enforceable at any time after it is determined under the provisions of Executive Order 11491, as amended, and implementing regulations that Local 3449 is no longer entitled to exclusive recognition or after such recognition has been relinquished.

Section 2. This agreement will be amended as required to comply with law, court decision, or regulations, as provided in Article II, Section 2, or as desired when a portion of the agreement may be improved or is found to be unworkable or defective. Request for amendments must be accompanied by a summary of the modifications or amendments proposed and shall be submitted in writing no later than 25 calendar days prior to negotiations. Representatives of the Employer and the Union will meet to negotiate the matter and no changes other than those required or covered by the summary shall be considered. Such amendments will become effective upon approval by the Director, Organization and Personnel Management, Department of the Interior.

ARTICLE XXX

DISTRIBUTION OF AGREEMENT

An approved copy of this basic agreement and any amendments shall be given, by the Union, to each employee represented by the Union and to new employees in the unit. Copies will also be provided for distribution in accordance with National Park Service instructions. Costs for reproducing this basic agreement and any amendments shall be borne by the Employer.

In witness whereof the parties hereto have entered into this basic agreement 6th day of November, 1975.

For Employer:

For Union:

