

AGREEMENT

between the

NATIONAL PARK SERVICE

BLUE RIDGE PARKWAY

UNITED STATES

DEPARTMENT OF THE INTERIOR

and

UNION LOCAL NO. R4-75

**NATIONAL ASSOCIATION OF
GOVERNMENT EMPLOYEES**

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PREAMBLE

This negotiated EMPLOYER-UNION Agreement, hereinafter called the Agreement is entered into between the Superintendent, Blue Ridge Parkway, hereinafter referred to as the EMPLOYER, and the National Association of Government Employees, Local R4-75 located at the Blue Ridge Parkway, hereinafter referred to as the UNION.

Witnesseth:

In consideration of the mutual covenants herein set forth, the parties intend to be bound and agree as follows: It is the intent and purpose of the parties to promote and improve the efficient administration of the Federal Service and the well-being of employees within the meaning of statute to establish a basic understanding relative to personnel policy, practices, and procedures affecting conditions of employment within the jurisdiction of the EMPLOYER and to provide means for amicable discussion and adjustment of matters of mutual interest, and fulfilling these responsibilities the parties do affirm that they will cooperate in all efforts to ensure good relations among the EMPLOYER, the employees and the local community.

This Agreement is executed pursuant to the exclusive recognition granted to the UNION. The efficient administration of the Government and the well-being of employees require that orderly and constructive relationships be maintained between the parties; and subject to law and the paramount requirements of the public service, labor-management relations should be improved by providing employees an opportunity for participation in the formulation and implementation of personnel policies and procedures and in matters affecting conditions of their employment.

The EMPLOYER agrees to inform employees of their rights, and to ascertain that no interference, restraint, coercion or discrimination is practiced by any management or supervisory official to encourage or discourage membership.

Therefore, the parties agree as follows:

ARTICLE 1

UNIT DESCRIPTION AND DEFINITIONS

Section 1. This agreement is entered into under the authority granted by Public Law 95-454 entitled “Civil Service Reform Act of 1978” and in accordance with other appropriate laws and regulations of the Federal Government.

Section 2. Coverage: This agreement is applicable to all employees engaged in maintenance operations, Blue Ridge Parkway, including General Schedule and Wage Board employees. Excluded are professionals, supervisors, management officials as defined in Public Law 95-454, confidential employees, and employees engaged in personnel work in other than a purely clerical capacity. The foregoing exclusions shall not prevent any employees from joining the UNION.

Section 3. Purpose of this Agreement: It is the intent and purpose of the parties to promote and improve the efficient administration of the Blue Ridge Parkway in the public interest and the well-being of employees within the meaning of the Civil Service Reform Act 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 discussion and adjustment of these matters. The EMPLOYER agrees to provide positive leadership and to set an example to employees serving under its supervision and to instill in subordinates a sense of belonging. The EMPLOYER agrees to treat employees in a fair and equitable manner. The UNION agrees to support the EMPLOYER in its efforts to eliminate waste; combat absenteeism; conserve materials and supplies; ensure 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 and local community. Both parties recognize that the orderly, efficient, and continuous progress of the Parkway’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 subjects of interest to either or both parties.
- (b) **Negotiation:** Bargaining between representatives of the parties 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.
- (c) **Emergency Situation:** An emergency situation is one which poses sudden, immediate and unforeseen work requirements for the EMPLOYER as a result of natural phenomena, or other circumstances beyond the EMPLOYER’S reasonable control or ability to anticipate.

ARTICLE 2

PROVISION OF LAWS AND REGULATIONS

Section 1. It is agreed and understood by the EMPLOYER and the UNION that in the administration of all matters covered by this Agreement, officials and employees are governed by existing laws and regulations of appropriate authorities, including policies set forth in the Code of Federal Regulations (CFR); by published agency policies and regulations in existence at the time the agreement is approved, and by subsequently published Department of the Interior and National Park Service policies and regulations required by law or by the Governmentwide regulations of appropriate authorities.

ARTICLE 3

WAGE SCHEDULE

Section 1. In accordance with the authority received from the Office of Personnel Management, the parties agree to adopt the Blue Ridge Parkway's special wage schedule which is based on FWS regular wage schedules.

ARTICLE 4

RIGHTS AND OBLIGATIONS OF THE EMPLOYER

Section 1. Subject to Section 2 of this Article, the EMPLOYER retains the right . . .

- (a) To determine the mission, budget, organization, number of employees, and internal security practices of the Activity, and
- (b) In accordance with applicable laws . . .
 - 1) to hire, assign, direct, lay off and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - 2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Activity operations shall be conducted;
 - 3) with respect to filling positions, to make selections for appointments from . . .
 - a) among properly ranked and certified candidates for promotion; or
 - b) any other appropriate source; and
 - 4) to take whatever actions may be necessary to carry out the Activity mission during emergencies.

Section 2. Nothing in this Article shall preclude the EMPLOYER and the Labor Organization from negotiating . . .

- (a) at the election of the EMPLOYER, on the number, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- (b) procedures which management officials will observe in exercising any authority under this Article; or
- (c) appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

ARTICLE 5

RIGHTS AND OBLIGATIONS OF EMPLOYEES

Section 1. All employees shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal to form, join and assist any labor organization, or to refrain from any such activity in accordance with applicable laws and regulations. In the exercise of this right, employees and their representatives shall be free from any and all interference, coercion, restraint, and discrimination. Employees shall not be encouraged or discouraged by any supervisor or management official from UNION membership.

Section 2. Any employee, regardless of UNION membership, shall have the right to bring matters of personal concern to the attention of appropriate officials under applicable laws, rules and regulations, or established agency policies and to choose his/her own representative in an appellate action.

Section 3. When the EMPLOYER conducts an investigatory interview the employee being interviewed is entitled to the presence of a UNION representative; (1) if the employee has reasonable grounds to believe that the interview may result in disciplinary action against him/her and (2) the employee requests representation.

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 the Blue Ridge Parkway.

Section 5. The employees covered by the agreement are not free to strike or to interfere in any way in the orderly performance of the work of the EMPLOYER.

ARTICLE 6

UNION RIGHTS AND OBLIGATIONS

Section 1. Consistent with Statute and this Agreement, the UNION is entitled to act for, or represent the interests of all employees of the Unit, either collectively or individually, as described in Article 1 of this Agreement. The Union will accept all eligible employees as members without discrimination because of race, color, creed, national origin, sex, age, political affiliation, marital status, or handicapping condition.

Section 2. The UNION recognizes the responsibility of representing the interests of all employees within the Unit it represents without discrimination and without regard to labor organization membership consistent with this Agreement and statute.

Section 3. Representatives of the UNION shall be given the opportunity to be present at any formal discussion between a representative of the EMPLOYER and one or more employees in the Unit concerning any grievance or any personnel policy or practice, or other condition of employment. The right of the UNION to be present during such discussions shall be subject to necessary requirements as to security and confidentiality of information. Further, the UNION shall be given the opportunity to be present at any examination of an employee in the Unit by a representative of the EMPLOYER in connection with an investigation if:

- (a) the employee reasonably believes that the examination may result in disciplinary action against the employee, and
- (b) the employee requests representation.

Section 4. Solicitation of membership or dues and other internal business of the UNION shall be conducted in the nonduty hours of the employees concerned. Canvassing and soliciting shall be conducted outside regular working hours. Lunch periods are considered outside working hours.

ARTICLE 7

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 purpose of P.L. 95-454.

Section 2. It is agreed and understood that matters appropriate for consultation and negotiation between the EMPLOYER and the UNION are personnel policies, practices, and working conditions which are within the discretion of the EMPLOYER. The EMPLOYER agrees to give the Union a minimum of fifteen (15) calendar days advance notice and the opportunity to comment and/or request negotiations regarding EMPLOYER initiated changes in personnel policies, practices and matters affecting working conditions of bargaining unit employees. Three (3) copies of proposed changes will be furnished to the UNION president. Negotiations of the impact and implementation of an EMPLOYER'S decision in the management's rights area will be in accordance with this section.

Section 3. The EMPLOYER will consult and negotiate as required by P.L. 95-454, over other policy changes which will be made during the term of the Agreement which will affect the working conditions of bargaining unit employees. To the extent that provisions of any instruction or directive within the discretion of the EMPLOYER is in conflict with this Agreement, the provisions of this Agreement shall govern.

ARTICLE 8

UNION REPRESENTATION

Section 1. The EMPLOYER shall recognize the elected officers and duly designated stewards of the UNION. UNION stewards shall be employees of the unit. The UNION shall keep the EMPLOYER currently advised in writing of the names of its officers and stewards and the designation of the areas they cover; this information shall be posted on appropriate bulletin boards. Normally the UNION steward shall act only for the employees in the area he/she covers. The UNION will promptly notify the EMPLOYER of any proposed changes of UNION stewards.

Section 2. The number of stewards shall be the minimum number required to assure that each employee in the bargaining unit has access to a steward on his/her work location.

Section 3. UNION stewards and elected officers of the unit shall be authorized reasonable working time to perform official union-management duties. There shall be no restraint, interference, coercion, or discrimination against the officers or stewards because of the performance of such duties. For the purpose of this agreement labor-management duties include but are not limited to: consultation/negotiation; preparation for consultation and/or negotiation; meetings with employees and/or representatives of the EMPLOYER; investigate, prepare and present grievances, arbitrations, appeals, ULP's and third party proceedings; and participation on panels and committees.

Section 4. Officers and stewards shall be recognized by the EMPLOYER in their official capacity as trained UNION representatives with authority to officially represent the UNION in official business matters. Both the UNION and the EMPLOYER shall recognize the officers' and stewards' dual relationship(s) with management where they function as employees under the supervision of designated supervisory personnel. When the officers and stewards meet with the EMPLOYER'S supervisory echelon to discuss grievances, recognition shall be given to their roles as official representatives of the UNION with equal status. It is agreed by the UNION and the EMPLOYER that the interest 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.

Section 5. Stewards will conduct their approved representational 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 identifying the general purpose for leaving and the estimated time of return. Permission will also be obtained from the supervisor of any employee being contacted. Stewards will report their return to work to their supervisors. Time for representational activities shall be recorded by the supervisor and initialed by the steward.

Section 6. Permission for a UNION steward or elected official of the unit to conduct union-management business will be dependent upon the exigencies of the work required to be performed in the assigned duty area.

Section 7. In the interest of efficient conduct of government business and the economical use of government time, and in order to draw a reasonable distinction between official and non-official activities, those activities concerned with the internal management of the UNION (soliciting membership, collecting dues, campaigning for UNION officers, conducting elections for employee organization officers, and distributing literature) will be conducted outside of regular working hours. UNION stewards and elected officers of the unit may receive and investigate, but shall not solicit complaints or grievances from an employee of the unit.

Section 8. If the UNION stewards or elected officers of the unit use of regular working hours for consultation with employee of the EMPLOYER interferes unduly with the proper performance of his/her official duties as an employee, the matter will be objectively discussed with him/her and other officers of the UNION in order to find a satisfactory solution.

Section 9. Authorized representatives of NAGE will be allowed to visit the Blue Ridge Parkway at reasonable times on appropriate UNION business provided the EMPLOYER has been notified.

Section 10. A reasonable amount of time without charge to leave or loss of pay may be allowed a unit employee to make a presentation at a hearing before the Local Wage Survey Committee when scheduled to do so by the committee and when selected by the UNION as an official representative of the UNION.

ARTICLE 9

LABOR-MANAGEMENT PARTNERSHIP

Section 1. In order to achieve the fullest possible benefit from labor-management partnership, as set forth in Executive Order 12871, there shall be established a joint Labor-Management Partnership Committee to consist of an equal number of representatives for the UNION and for the EMPLOYER (not more than four with alternates for each). This Committee shall have power of self-organization, shall record all proceedings and have the prerogative of recommending improvements in efficiency and employment conditions, but shall not consider or act on matters that are subject to negotiation or the settlement of grievances. The Committee will hold quarterly meetings which may be waived by mutual consent. Meetings will be held on official time. Special meetings may be called by the EMPLOYER or the UNION.

ARTICLE 10

EQUAL OPPORTUNITY

Section 1. The EMPLOYER and the UNION affirm their commitment to the policy of providing equal employment opportunities to all employees and to prohibit discrimination because of race, color, religion, sex, national origin, disabling condition, or age. In addition, the Parties recognize their commitment to the policy of prohibiting discrimination on the basis of marital status, political affiliation, or sexual orientation.

Section 2. The EMPLOYER and the UNION agree to promote a positive, continuing affirmative action program.

Section 3. Unit employees who feel they have been discriminated against have the right to discuss his/her complaint with an Equal Opportunity Counselor and may file a formal complaint in accordance with existing regulations. In addition, the employee may choose to have a personal representative when filing a formal complaint.

Section 4. Representative(s) of the UNION and the EMPLOYER will meet as deemed necessary relative to equal employment matters. Requests for such a meeting should include the subject matter to be discussed.

Section 5. Information on filing EO complaints may be obtained from bulletin boards, the Human Resources Office, and EO Counselor(s). An employee or applicant must contact an Equal Opportunity Counselor within forty-five (45) calendar days of the alleged discriminatory action.

ARTICLE 11

HOURS OF WORK

Section 1. The basic 40-hour workweek will consist of five (5) consecutive 8-hour days, Monday through Friday, except for employees in visitor facilities and related visitor services where 7-day operations require 7-day coverage.

Section 2. The standard workday will consist of 8 hours of work with not less than a 30-minute lunch period. In those cases where hardship, rather than inconvenience, would result from conformance with the established hours of work, employees may request, and the EMPLOYER may approve a different daily tour of duty.

Section 3. When an employee has a workweek that includes a weekend, the employee shall normally be given the same consecutive days off each week so far as practicable within the requirements of a 7-day visitor services operation.

Section 4. Employees will normally be notified in writing at least 1 week in advance of changes in their work schedules. A copy of the notice will be provided to the UNION.

Section 5. Each employee will have a 15-minute rest period in the first four hours of the workday and a 15-minute rest period in the second four hours of the workday.

Section 6. Where necessary, the EMPLOYER will establish reasonable time, depending on the nature of work, prior to the beginning of lunch periods and the end of shift, for cleanup of work areas, stowing of tools and, where required, for personal hygiene. Alleged inequities of such allowance may be resolved by discussion between appropriate steward and the immediate supervisor.

Section 7. If an employee reports for work at the prescribed starting hour on a scheduled workday capable of working but is prevented from performing his regularly assigned duties by circumstances beyond his control, the EMPLOYER will make every reasonable attempt to keep the employee gainfully employed by assigning him to other duties.

Section 8. The EMPLOYER and the UNION agree to support the application of alternative work schedules within various organizational segments of the Parkway, where appropriate, which are agreed to by the parties.

ARTICLE 12

OVERTIME

Section 1. Overtime work shall be paid for at the appropriate overtime rates in accordance with applicable regulations. Overtime rates shall include additional pay to which the employee is entitled. Employees may elect and the EMPLOYER will generally approve, compensatory time in lieu of overtime pay. However, the EMPLOYER may not direct an employee to work for compensatory time.

Section 2. The EMPLOYER agrees that overtime work will be distributed equitably among the employees within the unit as far as the character of the work will permit. In distributing overtime, preferences will be granted to employees assigned to the positions for which overtime is required. However, the EMPLOYER reserves the right to order any employee to perform overtime when his skills are required.

Section 3. Notice of overtime will be given to the employee as far in advance as is reasonably feasible.

Section 4. When employees are loaned to a particular work area for the purpose of supplementing the work force of the work area on a continuing basis, and overtime is required of the employees of the work area, the employees loaned will be given equitable consideration for the overtime.

Section 5. The EMPLOYER may, upon request from the employee, relieve that employee from an overtime assignment where such assignment would result in an unreasonable inconvenience adversely affecting the employee or his family. An employee should be relieved in those instances where another qualified employee, in the same organizational element, is readily available for the assignment and willing to work. The hours of overtime declined will be considered as overtime hours worked for the purpose of determining the equity of overtime distribution.

Section 6. The EMPLOYER will maintain records of all overtime worked in accordance with current directives. Upon request, the UNION and EMPLOYER will review alleged inequities in distribution of overtime.

Section 7. Employees called in to work other than their regular hours of work shall be compensated for a minimum of two (2) hours in accordance with the provisions of regulations regardless of whether the employee is required to work the entire two (2) hours. This provision does not apply to time continuing beyond regular hours. It is understood that any employee who is called in before his scheduled starting time and works straight on to his scheduled quitting time is entitled to that amount which would be payable at the overtime rate.

Section 8. Whenever possible, work normally performed by the bargaining unit should be assigned to employees of the bargaining unit when overtime is required.

Section 9. When employees are assigned to work overtime that will exceed two (2) hours at the end of his workday, provisions will be made for the employees to secure food.

Section 10. Food will be provided at Government expense at approximately four-hour intervals on fire suppression, search and rescue operations at remote locations.

ARTICLE 13

HOLIDAYS

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

Section 2. If requested, the EMPLOYER will make a reasonable attempt to rotate those employees who are scheduled to work a holiday with another employee.

Section 3. The EMPLOYER shall make a reasonable effort to grant annual leave to employees upon request for any religious holiday associated with the religious faith of the employee.

ARTICLE 14

ANNUAL LEAVE

Section 1. The employee shall earn and be granted annual leave in accordance with applicable regulations.

Section 2. The EMPLOYER agrees to continue to grant annual leave to employees for the purpose of rest, relaxation, recreation and other justifiable reasons consistent with workload requirements. Approval of requests for annual leave for unforeseen emergency reasons will be considered as the circumstances warrant. An employee on annual leave will normally not be called back to work.

Section 3. An annual leave vacation schedule for periods of one or more weeks will normally be scheduled on a yearly basis. Employees shall be provided the opportunity to submit their request for annual leave in writing to their supervisor by March 1. Supervisors shall establish a leave schedule by April 1 providing each employee his/her first choice where workload and mission requirements permit.

Section 4. In the event of a conflict in annual leave scheduling among employees, the senior employee based on length of service, using service computation dates, will be given first choice in the absence of determinable personal hardship and thereafter rotated in descending seniority sequence. However, length of service shall not be used for the same choice leave each year, (e.g. Christmas Holidays, July 4th Holidays, New Year Holidays, first week hunting season and etc.).

Section 5. Upon an employee's request, the supervisor may change the schedule providing it will not affect the choice of another employee unless the affected employee agrees to the change.

Section 6. When a supervisor finds it necessary to cancel previously scheduled leave, the reasons will be provided to the affected employee at least 30 days in advance of his/her anticipated annual leave date, when practicable.

Section 7. An employee unable to report to duty because of a personal emergency must request emergency annual leave by notifying the EMPLOYER as soon as possible, but no later than 3 hours after the start of his/her next scheduled work shift, unless an emergency situation precludes such notification.

Section 8. An employee may be called back from leave when an emergency arises.

Section 9. It is agreed that the granting of annual leave will not be restricted to the extent that earned leave is forfeited by an employee because of limitation of leave accumulation. The EMPLOYER will require employees to schedule leave throughout the year consistent with workload requirements to prevent such forfeiture.

Section 10. When sickness, workload or other factors exist that cause the unit employee to lose annual leave, it will be subject to the regulations for restoration of annual leave. Any use or lose leave must have been scheduled and approved prior to the beginning of the 3rd pay period before the end of the leave year in order to be eligible for restoration of annual leave.

ARTICLE 15

SICK LEAVE

Section 1. Employees will accrue sick leave in accordance with applicable laws and regulations. The UNION joins the EMPLOYER in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of extended illness.

Section 2. Employees not reporting for work because of incapacitation for duty should furnish notice to the supervisor or the supervisor's designee as soon as possible prior to the start of the employees' shift but not later than three (3) hours after the start of the shift, unless emergency conditions preclude such notification.

Section 3. Sick leave, if accrued, will be granted to employees in accordance with applicable statutes and regulations when they are incapacitated for performance of their duties by sickness, or medical, dental, optical examination and/or treatment; or pregnancy and confinement, or when exposed to contagious quarantinable diseases, and when the presence of the employee at his/her duty station would jeopardize the health of coworkers. Requests for sick leave for medical, dental or optical examination or treatment shall be submitted for approval in advance of the appointment, unless emergency conditions exist.

Section 4. Normally, employees shall not be required to furnish a doctor's certificate to substantiate a request for approval of sick leave unless such sick leave exceeds three working days of continuous duration, and in those individual cases where there is reason to believe the employee is abusing sick leave privileges. In such cases, the employee shall first be advised orally that, because of the questionable sick leave record, a medical certificate may be required for each subsequent absence on sick leave. If this does not bring about the desired improvement in the employee's sick leave record, the employee will be advised in writing that all future requests for sick leave must be supported by a medical certificate. This requirement shall be reviewed by the EMPLOYER at the end of six (6) months to determine if it should be eliminated. The employee shall be informed in writing of the decision to cancel the requirement. When the requirement for a medical certificate is to be continued, the employee shall be informed orally and confirmed in writing of this decision.

Section 5. When the requirement for a medical certificate, due to suspected sick leave abuse, is imposed, or when the decision is made to extend the requirement beyond the six (6) month period, the employee shall have the right to a UNION representative, if requested at the initial and any subsequent counseling sessions concerning the employee's sick leave abuse.

Section 6. Periods of absence on sick leave in excess of three workdays of continuous duration should be supported by a medical certificate to be filed within ten (10) calendar days after return to duty. In lieu of a medical certificate the employee's signed statement explaining the nature of his/her illness may be accepted when considered unreasonable to

require a medical certificate because the illness did not require the services of a physician.

Section 7. The EMPLOYER agrees that when an employee is sent home due to illness the absence will be charged to sick leave in accordance with applicable regulations. The employee shall not be required to furnish a medical certificate to substantiate such sick leave unless it exceeds three workdays of continuous duration.

Section 8. In the event an employee is incapacitated while on official travel, the EMPLOYER will accept a collect telephone call or telegram notification of the employee's inability to perform his/her assigned duties.

Section 9. Career or career-conditional employees who are incapacitated for duty because of serious illness or disability will not be unreasonably denied advanced sick leave not to exceed 30 days provided there is a reasonable expectation that the employee will return to duty and remain on duty for a period sufficient to liquidate the advance by subsequent accrual.

Section 10. When a medical official has certified that an employee has physical restrictions that preclude the full performance of the duties of his assigned position, the EMPLOYER agrees to attempt to assign duties that the employee can perform within the given restrictions for a reasonable period of time.

ARTICLE 16

FAMILY LEAVE

Section 1. In accordance with the Family and Medical Leave Act (FMLA) of 1993, an employee (who has been employed for at least 12 months) shall be entitled to a total of 12 administrative workweeks of unpaid leave during any 12 month period for one or more of the following reasons:

- (a) for the birth of the employee's child or to care for the child after birth occurs; or for the placement, adoption, or foster care of a child;
- (b) to care for the employee's spouse, son, daughter, or parent who has a serious health condition;
- (c) for a serious health condition that makes the employee unable to perform his job.

Section 2. An employee may elect to substitute paid leave for leave without pay consistent with current laws and Title 5, Code of Federal Regulations, for using annual and sick leave.

Section 3. Employees must ask for leave as soon as possible when any of the above situations occur. When the need for leave is foreseeable, leave requests should be provided not less than 30 days prior to the date leave is to begin. Employees must invoke their entitlement to FMLA in writing, preferably using an SF71 (Application for Leave).

Section 4. The EMPLOYER may require medical certification to support a request for leave because of a serious health condition and a fitness for duty report to return to work.

Section 5. Job benefits and protection include the following:

- (a) For the duration of FMLA leave, the EMPLOYER shall continue paying the EMPLOYER'S share of the group health plan. Employees may pay the employee share of the premiums on a current basis or may incur a debt and pay their share upon return to pay and duty status.
- (b) Upon return from FMLA leave, employees shall be restored to their original positions, or equivalent positions with the same pay, benefits, and other employment terms.
- (c) The use of FMLA leave shall not result in the loss of any employment benefits which accrued prior to the start of an employee's leave.

Section 6. The Federal Employees Family Friendly Leave Act (FFLA) of 1994 authorizes the use by all covered full-time employees of a total of up to 40 hours of sick

leave per year and an additional 64 hours per year to eligible employees who maintain a balance of 80 hours of sick leave to do the following:

- (a) give care or otherwise attend to a family member having an illness, injury, physical or mental illness, pregnancy, birth, or medical, dental, optical examination or treatment or other condition which, if an employee had such a condition, would justify the use of sick leave by the employee; or
- (b) make arrangements or attend the funeral of a family member.

Section 7. For the purpose of definition, the term “family member” as referred to in the FFLA shall mean:

- (a) Spouse and parents thereof;
- (b) Children, including adopted children, and spouses thereof. The term “children, including adopted children, and spouses thereof,” is further defined as adult sons and daughters, whether disabled or not, and therefore permits an employee to use sick leave to arrange for or attend the funeral of an adult son or daughter over 18 years old and not disabled;
- (c) Parents, brothers and sisters, and spouses thereof; and
- (d) Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Section 8. A part-time employee or an employee with an uncommon tour of duty shall be authorized to use sick leave equal to the average number of hours of work in the employee’s scheduled tour of duty each week. In addition, if the employee maintains a sick leave balance equal to at least twice the average number of hours of work in the employee’s scheduled tour of duty each week, he may use an amount equal to the number of hours of sick leave normally accrued by the employee during a leave year for the purposes described in the FFLA.

Section 9. The use of sick leave to care for a family member who is afflicted with a communicable disease is primarily based on the need to prevent the spread of contagious disease in the workplace. When health authorities or health care providers determine and the employee provides a copy of the determination to the EMPLOYER, that an employee’s exposure to a communicable disease would jeopardize the health of other employees, the EMPLOYER shall authorize the use of available sick leave to the employee for the entire period of time during which the danger to the health of other employees exists. If an employee’s sick leave balance is not sufficient, the employee may request annual leave or leave without pay or if eligible request participation in the voluntary leave transfer program.

Section 10. In order for an employee to participate in the voluntary leave transfer program to care for a family member, s/he must use all available accrued leave including

sick leave up to his entitlement under the FFLA (40-104 hours depending on your current sick leave balance) before applying to participate in such programs.

Section 11. Public Law 103-329 enacted September 30, 1994, established provisions for the use of paid leave to be a bone marrow or organ donor, or the use of sick leave for adoption of a child. In accordance with this law, the following will apply:

- (a) An employee shall be entitled to the use of seven days paid leave each year (in addition to annual and sick leave) to serve as a bone marrow or organ donor. The employee is entitled to use of this leave without loss or reduction in pay, leave to which entitled, credit for time or service, or performance or efficiency rating. The length of absence will vary depending upon medical circumstances of each case. For medical procedures and recuperation requiring longer than seven days, the EMPLOYER shall continue to accommodate employees by granting additional time off in the form of excused absence, accrued sick and/or annual leave, leave without pay, or advanced sick or annual leave.
- (b) Employees will be permitted to use sick leave for purposes related to the adoption of a child. Employees shall be required to request, to the extent possible, advance approval to use sick leave for adoption-related purposes. When required by the exigencies of the situation, the EMPLOYER should advance up to 30 days of sick leave for adoption-related purposes. Purposes for which an employee may request the use of sick leave in adoption cases include, but are not limited to:
 - 1) appointments with adoption agencies, social workers, and attorneys;
 - 2) court proceedings;
 - 3) required travel; and
 - 4) any other activities necessary to allow the adoption to proceed.

The EMPLOYER agrees that the entitlement to the use of sick leave for purposes of adopting a child is in addition to the employee's entitlement to unpaid leave for the placement of a child with an employee for adoption under the FMLA of 1993. In applying the use of sick leave, there shall be no difference between the limitations that apply to biological children as opposed to adopted children for the purpose of providing care as a result of physical or mental illness, injury, impairment, pregnancy, or childbirth. In applying the terms of FMLA, FFLA, and Public Law 103-329 with regards to adoption, the EMPLOYER may ask the employee to support his request for leave with evidence that is administratively acceptable.

ARTICLE 17

EXCUSED ABSENCES

Section 1. Employees will be granted excused absences as provided for in applicable regulations.

ARTICLE 18

CIVIC RESPONSIBILITIES

Section 1. Since jury duty is a civic responsibility, it is the policy of the EMPLOYER to request release of an employee from jury service only in those exceptional cases where the public interest would be better served by the employee remaining on the job. Before being granted court leave the employee shall complete an application for leave (SF-71) and submit it to the EMPLOYER together with a true copy of his summons for jury duty. Upon completion of his/her service, the employee shall present to the EMPLOYER satisfactory evidence of the time served on such duties together with any jury fee received, provided the jury fees received are for normal duty hours and days.

Section 2. In those cases where time and travel permit, and where no hardship results, when an employee is excused by the court from jury duty for one day, or a substantial portion of one day, he/she shall be expected to return to duty or be charged annual leave for the time excused. It is agreed and understood that substantial portions means excused by the court by 12 noon.

Section 3. The parties recognize that local and national health, welfare and emergency relief organizations depend largely upon voluntary contributions for successfully achieving their objectives, and encourage employees as individual citizens and as members of the community to contribute voluntarily to worthwhile organizations as part of their personal responsibility as citizens. To the end that authorized campaign drives shall be conducted in the spirit of true voluntary giving, the parties agree that: (a) "Fair Share" suggestions may be used for guidance and education as long as EMPLOYER utilizes only salary scale brackets with no mention of employee titles; (b) Each individual who desires to keep his/her gift private may use any envelope of his/her choice without his/her name being placed thereon unless he/she elects to do so; (c) The parties recognize the importance of employee participation in authorized charitable fund raising campaigns, savings programs, blood donors programs, and other charitable and humanitarian activities. Such participation shall always be voluntary, and the EMPLOYER and the UNION shall refrain from exerting pressure upon employees to participate; (d) Unit employees are encouraged to serve as blood donors. Subject to workload, employees who serve as donors will be excused from work without charge to leave for the time necessary to donate the blood, for recuperation following blood donation, and for necessary travel to and from the donation site. Normally four hours will be granted.

Section 4. Employees whose voting residence is within commuting distance of the worksite and whose hours of work do not allow for three (3) hours for voting either before or after their regular hours of work, will be granted an amount of excused time which will permit them to report to work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time. Employees whose voting place is beyond commuting distance and who are not permitted to vote by absentee ballot will be granted sufficient excused time off in order to make the

trip to the voting place to cast their ballots, such time off not to exceed a full day. Employees who vote in jurisdictions which require registration in person will be granted excused time to register on substantially the same basis as for voting, except that no time will be granted if registration can be accomplished on a non-workday, and the place of registration is within a reasonable one-day trip travel distance of the employees' place of residence.

ARTICLE 19

LEAVE WITHOUT PAY

Section 1. Employees will be granted leave without pay in accordance with applicable laws and regulations.

Section 2. The EMPLOYER agrees that when given advance written notification that an employee has been elected or appointed to a UNION office, or as a delegate to any UNION activity requiring leave, such employee shall be granted annual leave and/or leave without pay whenever possible consistent with workload requirements and in accordance with applicable regulations.

Section 3. Employee on approved leave without pay shall continue to accrue all rights and privileges, including retirement benefits and coverage under group life insurance and Federal employee health benefits program except as limited by laws and regulations.

ARTICLE 20

UNION TRAINING LEAVES OF ABSENCE

Section 1. Each UNION representative will be granted eight (8) hours administrative leave in each calendar year to attend UNION sponsored training on subjects within the scope of the statute.

Section 2. Special consideration for annual leave and/or leave without pay shall be given to UNION representatives for attendance at UNION sponsored functions.

ARTICLE 21

POSITION DESCRIPTION AND CLASSIFICATION

Section 1. It is agreed and understood that employees will be furnished a copy of their position description when initially entering on duty, detailed to another position, or as major changes are made to their positions. Any contemplated changes in the employee's position description will be discussed with the employee before any changes are made.

Section 2. If an employee is not satisfied with his/her position description he/she has the right to discuss it with his/her supervisor and UNION representative. If the discussion does not resolve the problem, the employee may grieve the accuracy of the position description.

Section 3. An employee who believes his/her position is improperly classified may review appropriate classification standards in the personnel office, with such assistance as required to explain the basis upon which the position was evaluated, and to interpret the laws, regulations and standards under which the action was taken. An employee who remains dissatisfied will be provided information concerning appropriate classification appeal procedures.

ARTICLE 22

STAFFING

Section 1. Vacancies will be filled in accordance with Departmental and Servicewide merit promotion plans, and as amended in this article.

Section 2. All vacancies within the bargaining unit filled through the Merit Promotion Plan will be advertised throughout the Blue Ridge Parkway. The vacancy announcement will be open and posted for a minimum of fifteen (15) calendar days.

Section 3. The UNION president and each vice-president will receive a copy of each Blue Ridge Parkway vacancy announcement.

Section 4. The supervisor of an employee who is likely to be interested in applying and who may not see a vacancy announcement (e.g. working in the backcountry, on furlough or leave, on extended absence due to illness or detail, at training courses, in the military service, serving in public international organizations or Intergovernmental Personnel Act assignments) should make a reasonable effort to bring the vacancy to the employee's attention including forwarding copies of appropriate vacancy announcements in a timely manner. In such circumstances, the employee may apply orally to his or her supervisor who will communicate this information by memorandum to the Personnel Office accepting applications prior to the closing date for receipt of applications. The applicant will then be allowed 5 calendar days from the regular closing date within which an SF-171 and other necessary written documents must be received in the servicing Personnel Office. The Personnel Office issuing the announcement has the authority to extend this 5-day period if circumstances justify such action.

Section 5. Promotion of employees will be on the basis of merit. The order of consideration for filling vacancies within the bargaining unit will be as follows:

- (a) Priority consideration of qualified persons eligible for displaced employee benefits and on Departmental and National Park Service priority placement lists. When applicable, qualified employees eligible under the National Park Service Reemployment Priority Placement and Grade and Pay Retention Priority Placement Plans will be considered before any other action is taken to fill a vacancy. Employees on the Departmental Career Placement Assistance lists will receive priority consideration over those on reemployment lists of other agencies.
- (b) Employees of the Blue Ridge Parkway (All eligible candidates of the Blue Ridge Parkway will be referred for consideration in filling bargaining unit positions within the minimum area of consideration [Blue Ridge Parkway]).
- (c) Other appropriate sources.

Section 6. When the area of consideration is expanded, employees of the Blue Ridge Parkway will be considered concurrently with other sources.

Section 7. The UNION president will be provided a copy of the supervisor's written justification for expansion of the area of consideration subject to the provisions of the Privacy Act.

Section 8. Rating and ranking panels will be used when there are more than ten (10) candidates.

Section 9. The ten (10) best qualified candidates, if available, will be referred to the selection official when the minimum area is expanded in filling bargaining unit positions.

Section 10. The EMPLOYER agrees to post on bulletin boards the Office of Personnel Management's vacancy announcements which relate to Blue Ridge Parkway positions.

ARTICLE 23

DETAILS AND TEMPORARY PROMOTIONS

Section 1. A detail is the temporary assignment of an employee to a different set of duties for a specified period, with the employee returning to his regular duties at the end of the detail. Details of employees will be kept within the shortest practicable time limits as set forth in this Agreement, applicable regulations, and OPM guidance.

Section 2. Details of any duration up to 30 days shall be documented by memorandum to the detailed employee. A copy of the memorandum shall be retained by the supervisor.

Section 3. The EMPLOYER is responsible for selecting employees for details on an impartial basis; for informing employees of details, reasons, duties and estimated duration; and for establishing proper controls to insure that details are recorded and terminated on time and that necessary extensions are requested sufficiently in advance for OPM approval.

Section 4. Where use of a detail is not the most appropriate method, a temporary promotion should be used to meet a specific need which will last for a limited period of 30 days or more. Except for brief periods, an employee should not be detailed to perform work of a higher grade level unless there are compelling reasons for doing so. Normally, an employee should be given a temporary promotion instead. Temporary promotions of more than 120 days must be made under competitive promotion procedures.

ARTICLE 24

PLACEMENT, REHIRING AND PROMOTION OF EMPLOYEES AFFECTED BY REDUCTION-IN-FORCE OR REORGANIZATION

Section 1. The EMPLOYER agrees to notify the UNION when any changes or reduction-in-force or reorganization will affect one or more employees. The EMPLOYER further agrees to provide the UNION the opportunity to negotiate the impact and implementation of any reduction-in-force or reorganization. The UNION agrees not to divulge the contents of the plan until official notice has been issued by the EMPLOYER to the employees affected. The plan will include the positions to be reduced; the proposed manner of reaching the required limitation(s); and the title, grade, series, location, and the effective date of the reduction, when such reduction affects at least one employee or more.

Section 2. In processing a RIF, management will attempt to reduce the adverse impact on employees by such means as:

- (a) reassigning employees to vacant positions;
- (b) restructuring positions, including unfilled training positions to allow adversely affected employees to fill positions;
- (c) utilizing management's authority to waive qualifications, as provided by OPM in order to assign an employee subject to displacement to a vacancy for which he/she might not otherwise qualify;
- (d) provide programs for training and counseling of employees;
- (e) other options defined in 5 CFR 351;

Section 3. Employees separated by reduction-in-force actions will be placed on the Reemployment Priority List in line with applicable rules and regulations. Such employees will be considered for rehiring in temporary and permanent positions for which qualified. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment.

Section 4. All unit employees who have lost their jobs because of reorganization or reduction-in-force will be put on the NPS Reemployment Priority List (RPL), and if requested, the Departmental Career Placement Assistance List (DCPA). When new jobs open that they will qualify for, they will be given priority consideration according to the Departmental Career Placement Assistance List before any other outside recruiting happens.

Section 5. In the event that a reduction-in-force is implemented, the employee(s) affected and his/her designated UNION representative shall be given the opportunity to review retention registers relative to reduction-in-force actions affecting the employees.

Section 6. An employee demoted without personal cause, that is without misconduct or inefficiency on the part of the employee and not at his/her request, will be given priority consideration for repromotion in accordance with applicable regulations. If the selecting official considers an employee under this provision but decides not to select him/her for promotion, the official will state his/her reasons in writing.

Section 7. Adverse actions resulting from reduction-in-force are appealable only to the Merit Systems Protection Board. Other actions resulting from reduction-in-force are covered by the Agreement.

ARTICLE 25

PERFORMANCE APPRAISAL

Section 1. An employee's performance appraisal will normally be prepared by the employee's immediate supervisor.

Section 2. The immediate supervisor will discuss with the employee his/her performance appraisal prior to making it a part of the employee's record.

Section 3. An employee who is dissatisfied with the application of his/her performance standards (critical results) may file a grievance under this agreement.

Section 4. All appraisals of performance will be made in a fair and objective manner. An employee's signature on an appraisal indicates only that the appraisal has been received, and does not necessarily indicate an employee's agreement with the appraisal.

Section 5. The EMPLOYER will counsel employees in relation to their overall performance on an as-needed basis.

Section 6. Critical elements (results) will be identified and performance standards (indicators) established for each individual employee's position and set of duties and shall be used as a basis for evaluating the employee's performance. Employees are encouraged to participate in identifying critical elements (results) and establishing performance standards (indicators).

ARTICLE 26

INCENTIVE AWARDS PROGRAM

Section 1. The EMPLOYER and the UNION support and encourage all employees to participate in the Incentive Awards Program. It is agreed that every reasonable effort will be made to process beneficial suggestions and cost reduction ideas in an expeditious manner. It is further agreed that an employee who encounters unreasonable or unwarranted delays in receiving a final determination of the adoption or rejection of a submitted suggestion or cost reduction idea should refer the matter to his/her immediate supervisor for action.

Section 2. The EMPLOYER agrees to make suggestions forms available to the employees in the unit.

Section 3. The EMPLOYER will provide an employee whose suggestion is not adopted or awarded written reasons for the decision.

Section 4. Employees are encouraged to seek assistance from the UNION or the EMPLOYER if they need help in preparing their suggestion(s) for submission.

Section 5. The EMPLOYER will recognize employees through the use of its newsletter, award ceremonies or other means to publicize award recipients. Letters of appreciation and commendation and performance awards will be used by the EMPLOYER to reward deserving employees.

ARTICLE 27

DISCIPLINARY AND ADVERSE ACTIONS

Section 1. Disciplinary and adverse actions against employees must be based on just cause, be consistent with applicable laws and regulations, and be fair and equitable. All disciplinary actions must be supported by a preponderance of evidence.

Section 2. DISCIPLINARY ACTIONS: Disciplinary actions which may be taken against employees include oral and written admonishments and warnings, written reprimands, and suspensions of fourteen (14) days or less.

Section 3. ADVERSE ACTIONS: Adverse actions which may be taken against employees include:

- (a) removal;
- (b) suspension for more than 14 days;
- (c) reduction-in-grade or pay;
- (d) furlough for 30 days or less;
- (e) other action which results in involuntary separation or reduction-in-grade or rate of pay not based solely on unacceptable performance.

Section 4. PROGRESSIVE DISCIPLINE: In taking disciplinary and adverse actions, the concept of progressive discipline shall normally be applied. For the purpose of this Agreement, progressive discipline is defined as the process by which the least degree of discipline likely to correct a problem is taken; and the process by which increasingly more severe forms of disciplinary action is taken if initial disciplinary measures fail to correct a problem. Application of this concept shall include evaluating each case on its own merits, taking into consideration such factors as the nature and gravity of the offense, frequency of the offense, consistency of penalty, and existence of mitigating factors.

Section 5. PRELIMINARY INVESTIGATION: Prior to taking a disciplinary action or issuing a proposed notice of adverse action, a supervisor should undertake fact-finding discussions, and/or investigations (if any) which he/she deems necessary to fully understand the facts of the situation at hand. If an examination of a unit employee is conducted during the course of such fact-finding, the employee is entitled to UNION representation during the examination if the following two criteria are met: (1) the employee reasonably believes that disciplinary action may be taken against him/her as a result of the investigation; and (2) the employee requests representation.

Section 6. TIME FRAMES: The EMPLOYER will make a reasonable effort to assure that disciplinary or adverse actions are initiated promptly.

- (a) To the extent practicable, adverse actions will normally be initiated within sixty (60) calendar days after the incident in question occurred, or within sixty (60) calendar days after the EMPLOYER became aware of the incident. In those instances where a case is under the review of the Office of the Inspector General, these time frames will not apply, and the case will be dealt with in accordance with the requirements of the Office of the Inspector General. Disciplinary action should be initiated within a lesser time frame, normally within forty-five (45) calendar days after the incident occurred or within forty-five (45) calendar days after the EMPLOYER became aware of the incident.
- (b) An employee against whom an adverse action is proposed is entitled to a total of at least thirty (30) calendar days advance written notice prior to the effective date of the action taken. An employee shall be given at least fifteen (15) calendar days advance notice prior to the effective date of a suspension of fourteen (14) days or less. These time frames shall not preclude the EMPLOYER from taking immediate action if the crime provisions are invoked in accordance with 5 U.S.C. 7513(b)(1) and 5 CFR 752.404(d).

Section 7. NOTICE OF PROPOSED ACTION: An employee against whom a suspension or an adverse action is proposed shall be informed in writing of the proposed action. The notice shall inform the employee:

- (a) of the specific action proposed;
- (b) of the specific reason for the proposed action;
- (c) of the deciding official to whom the employee may respond;
- (d) that the employee may answer orally and/or in writing and may submit affidavits or other written statements in support of that answer;
- (e) that the employee's answer will be considered by the deciding official;
- (f) of the employee's right to representation;
- (g) of the employee's status during the notice period; and
- (h) that the employee and/or representative will be granted reasonable official time to review the material relied on to support the reasons in the notice, to secure affidavits or other written statements, and to prepare an answer to the notice.

Section 8. EMPLOYEE'S ANSWER: The employee will have fifteen (15) calendar days from receipt of a proposed adverse action to respond, orally and/or in writing, to the deciding official. For suspensions of fourteen (14) days or less, the employee will have ten (10) calendar days to respond. This period may be extended by the deciding official upon request of the employee/representative. Every effort shall be made to grant reasonable requests for extensions.

Section 9. ACTION BY THE DECIDING OFFICIAL:

- (a) The deciding official is the individual who makes the final decision to issue a suspension of fourteen (14) days or less or an adverse action after considering information submitted by the proposing official, the employee's response, and conducting such fact-finding discussions and/or investigations (if any) as he/she deems necessary. Admonishments, warnings, and reprimands are normally effected by the first line supervisor without review by higher-level official.
- (b) The deciding official shall issue a decision based upon the evidence presented and the employee's response, and shall render written notice of the decision to the employee.

Section 10. FINAL NOTICE:

- (a) A letter of reprimand will state how long the letter will remain in the employee's official personnel folder (OPF). Reprimands will remain in official personnel folders for up to two (2) years from the effective date of the action. After two years or the employee's leaving the Department (except in a transfer of function) whichever comes first, a reprimand for misconduct will be removed from the personnel folder and destroyed. If the employee's conduct so warrants, the reprimand may be withdrawn for destruction prior to two years. Personnel actions (SF-50's) will remain in the employee's OPF. Letters of warning are not placed in the employee's OPF.
- (b) In the event an unfavorable final decision is issued, the employee shall be advised that he/she has the right to grieve/appeal the decision under the negotiated grievance procedure or to the Merit Systems Protection Board. Adverse actions are appealable only to MSPB. The appropriate MSPB address and the name and duty phone of the UNION President will be included in the final decision notice.

Section 11.

- (a) An employee will, in any disciplinary or adverse actions, be furnished a copy of all written documents which contain evidence relied on by the EMPLOYER which form the basis for the reasons and specifications.

- (b) If the discipline is based on an investigative report, those portions of all documents that form the investigation report which relate to the specifications will be furnished to the employee.
- (c) The documentation specified in (a) and (b) above will be attached to the notice of proposed disciplinary action.

ARTICLE 28

DRUG-FREE WORKPLACE

Section 1. The parties recognize that accomplishment of the EMPLOYER'S mission requires the highest standards of competence, reliability, and integrity. The illegal possession or use of drugs is inconsistent with the maintenance of those standards.

Section 2. Employees found to illegally use drugs shall be referred to the Drug-Free Workplace Coordinator (Human Resources Officer) for assessment, counseling and referral for treatment or rehabilitation as appropriate.

Section 3. The Parties adopt the Department of the Interior's DRUG-FREE WORKPLACE PLAN that implements the requirements of Executive Order 12564 and Section 503 of the supplemental Appropriations Act of 1987 and amendments thereto with the following Blue Ridge Parkway specific provisions:

- (a) The EMPLOYER shall provide training to bargaining unit employees and UNION representatives concerning the drug testing program. The training shall address implementation of the Drug-Free Workplace Plan. The training shall be on official time. The UNION shall be provided a copy of all training manuals/materials.
- (b) The EMPLOYER shall inform employees of available drug abuse counseling and referral services; and provide a list of medications and substances that could result in false positive test results.
- (c) The EMPLOYER shall conduct all drug and alcohol testing in accordance with the mandatory guidelines promulgated by the Department of Health and Human Services and Department of Transportation and to use methods and equipment that meet the requirements set forth in the guidelines.
- (d) The EMPLOYER shall use disposable thermometers to guard against the possibility of tainted urine samples.
- (e) If an employee believes his/her position has been wrongly determined to be a testing-designated position, that employee may grieve the determination within 10 workdays of notification by filing a Step 3 grievance.
- (f) The EMPLOYER may not take any action against an employee based on unfinalized drug testing.
- (g) Medical documentation that demonstrates legal drug use by an employee shall be presumed to be a valid explanation for a positive test result unless rebutted.
- (h) Generally, drug testing will be conducted during an employee's regular workday.

- (i) Bargaining unit employees are entitled to UNION representation, upon request, during the collection of urine samples. The UNION representative may observe all action of the collection site monitor. However, the representative may not impede the timely collection of the sample. UNION representative shall suffer no loss of pay or benefits when performing drug testing responsibilities.
- (j) The EMPLOYER may not randomly test an employee for illegal drug use when the employee has previously undergone drug testing because of accident or reasonable suspicion and the analysis of the prior test is incomplete.
- (k) An employee may not be subject to a search, frisking or disrobing (with the exception of coats, jackets, or outer garments) before a drug test.
- (l) Pursuant to Department of Transportation regulation, the EMPLOYER will separate out a reserve sample. At the employee's request, the EMPLOYER will test the reserve sample if the original sample tests positive for drugs.
- (m) Employees, if detained beyond scheduled work hours, shall be given the choice of overtime or compensatory time.
- (n) If Agency officials visit the testing lab for an inspection, the UNION will be entitled to designate an observer to attend the inspection. The observer will be on official time and authorized travel and per diem.
- (o) An employee who voluntarily admits to drug abuse and demonstrates continuing successful participation in a rehabilitation program, consistent with the protection of public health and safety, will not be removed on the grounds of the initial finding of drug abuse.
- (p) Employees who successfully complete rehabilitation and thereafter test negative for drug use will not be eliminated from competition for positions within the bargaining unit, if they are otherwise qualified for such positions.
- (q) Employees who visit the EAP coordinator or an EAP contract counselor by referral shall be granted administrative leave for participation in such counseling and/or treatment sessions. Scheduling of such leave will be approved absent exigencies of business.
- (r) Employees will be informed of the consequences should they refuse counseling or rehabilitation.

ARTICLE 29

EMPLOYEE ASSISTANCE PROGRAM

Section 1. The UNION and EMPLOYER agree that a constructive Employee Assistance Program which addresses such problems as alcoholism, drug dependencies and mental or emotional illness is beneficial to both parties. The goal of the Employee Assistance Program is to restore employees to optimal job performance by using a positive approach to reduce losses of productivity, as well as offering assistance and encouraging employees to help themselves through self-referral.

Section 2. The UNION and EMPLOYER agree to respect the privacy of the employee, and to limit their concern to alcoholism/drug abuse or other problems which cause poor attendance or unsatisfactory performance or conduct.

Section 3. The parties agree to endorse and publicize the Program and to encourage all employees to use the program to aid in the resolution of personal problems.

Section 4. UNION representatives will be invited to attend seminars, workshops, conferences or training sessions designed to acquaint supervisors, managers and employees with the Program and its operation.

ARTICLE 30

TRAINING

Section 1. The EMPLOYER and the UNION agree that the training and development of employees within the bargaining unit is a matter of importance. Consistent with its needs, and in keeping with the principles of equal employment opportunity, the EMPLOYER agrees to develop and maintain effective policies and programs designed to:

- (a) Aid employees in improving their performance in their current position to provide an internal pool of qualified candidates for consideration for anticipated future vacancies in the Parkway, and
- (b) Provide general career upward mobility opportunities within the Parkway.

Section 2.

- (a) The EMPLOYER agrees to establish an Employee Development and Training Advisory Committee. The committee shall include a representative designated by the UNION.
- (b) The committee shall review annual report of employee training and shall submit recommendations to the Superintendent concerning employee training needs and programs. The functions of the committee may include, among other things, advising on the effectiveness of present training and suggesting new or revised seminars, workshops and skills training.

Section 3. When training is given primarily to prepare an employee for advancement and is required for promotion (i.e., when eligibility for promotion depends on whether the employee has completed training), selection for the training will be made under competitive procedures.

ARTICLE 31

TEMPORARY DUTY TRAVEL

Section 1. The EMPLOYER has the right to require employees to travel on temporary duty under the conditions prescribed in applicable laws and regulations.

Section 2. Except under extenuating circumstances, the EMPLOYER shall issue travel orders, sufficiently in advance to permit the employee to obtain a transportation request and to draw advance travel pay during working hours prior to the scheduled day of departure.

Section 3. The EMPLOYER will make a reasonable effort to schedule temporary duty travel so that employees can travel during the normal work week.

Section 10. Employees working in remote locations will have access to radio communication.

Section 11. Subject to the provisions of the Privacy Act, the UNION will be provided copies of accident reports relating to bargaining unit members, minutes of monthly safety committee meetings, and the annual Blue Ridge Parkway safety report.

Section 12. The UNION will be represented on Park housing committees.

Section 13. The EMPLOYER will keep prominently posted in all work areas in typewritten form, a list including names, addresses, and telephone numbers of doctors, ambulances, rescue squads, hospitals, and the agency's Employee Compensation medical facilities to be called on in case of accident or disabling sickness.

Section 14. It is agreed that first aid supplies will be readily available to all employees.

Section 15. The pack test required for employees involved in firefighting activities will be administered in accordance with the Fire Management Guideline, DO/RM-18.

ARTICLE 33

ADVERSE WEATHER POLICY

Section 1. The approval of administrative leave due to adverse weather conditions (ice, deep snow, etc.) will be based on sound judgment.

Section 2. Employees are expected to make every reasonable effort to get to work during adverse weather conditions and to call their supervisor as soon as possible when they know they will be late. If the employee has made a reasonable effort but arrives late, he/she may be administratively excused up to two (2) hours without charge to leave. In these instances, administrative leave will not be unreasonably denied. Any absence longer than two (2) hours is chargeable to leave (annual or LWOP). If an employee does not report to work during the day, the entire absence is chargeable to leave (annual or LWOP) unless a determination has been made by the EMPLOYER that conditions are such that the facility will be closed except for essential services. The EMPLOYER can approve exceptions to this policy on an individual basis. Requests for exceptions and supporting documentation must be made in writing and must be submitted to the Superintendent through supervisory channels. It is expected that situations warranting requests for exceptions will be rare.

Section 3. When hazardous conditions develop after the workday begins, a decision may be made by the EMPLOYER to send employees home without charge to leave if their services are not absolutely necessary. It is likely that weather conditions will not be the same at each location along the Parkway.

Section 4. When adverse weather conditions develop prior to working hours and a decision is made to close a facility except for essential personnel, every effort will be made to communicate this information to employees. Notification will be made through supervisory channels, with supervisors notifying those employees they supervise. In addition, such closings will be announced (when possible) on local radio or TV stations. In the Asheville area, WLOS-TV and WWNC radio will be used. Unless the employee is notified by his/her supervisor or hears an announcement over radio or television specifically directed to employees of the Blue Ridge Parkway advising that he/she should not report to work, the employee can assume that facilities and offices will be open.

Section 5. Within those functions where there are two or more employees performing the same function and less than the full work force is required, a reasonable effort will be made to rotate the personnel designated as mission essential. The names of the personnel designated as mission essential will be posted in the work area and updated to reflect changes. Mission essential personnel will be notified when their services are required.

ARTICLE 34

HAZARDOUS CONDITIONS

Section 1. It will be the policy of the EMPLOYER to eliminate or reduce, whenever possible, all hazards, physical hardships, and working conditions of an unusually severe nature. In those cases where corrective action does not practically eliminate the unusual severity of the hazards, physical hardships, and working conditions, the EMPLOYER will ensure that employees exposed to these conditions are properly compensated in keeping with appropriate regulations of higher authority.

Section 2. Listed below are some of the categories for which environmental differentials will be paid:

- (a) **Firefighting.** Participating or assisting in firefighting operations on the immediate fire scene and in direct exposure to the hazards inherent in containing or extinguishing fires:

25% High degree – Fighting forest and range fires on the fireline.

8% Low degree – All other firefighting

- (b) **Snow and ice removal.** Those employees who are involved in the removal of snow and ice from roads will be compensated at 25% environmental differential rate when the conditions of Subpart E, Appendix A, 5 CFR 532, are met.

- (c) **Explosives.** Working with explosives while clearing Parkway and ditches of fallen rock or loose rock and excavation operations: 8% differential

Section 3. Blue Ridge Parkway form M-34 will be made available by the EMPLOYER to employees of the Parkway.

ARTICLE 35

GRIEVANCE PROCEDURE

Section 1. The purpose of this Article is to provide a procedure for the consideration and resolution of grievances. The procedure as stated herein will be the exclusive procedure available to the UNION, the EMPLOYER and the employees in the unit for resolving grievances.

Section 2. Any employee or group of employees in the unit may present grievances to the EMPLOYER and have them adjusted, without the representation or intervention of the UNION, as long as the adjustment is not inconsistent with the terms of the agreement and the UNION has been given an opportunity to be present at the adjustment. If the employee chooses to be represented, he/she must be represented by the UNION. However, the UNION will not solicit grievances.

Section 3. A Grievance is defined as any complaint:

- (a) by any unit employee concerning any matter relating to the employment of the employee;
- (b) by the UNION concerning any matter relating to employment of unit employees;
- (c) by any unit employee, the UNION or the EMPLOYER concerning—
 - 1) the effect or interpretation, or claim of breach of this agreement; or
 - 2) any claimed violations, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 4. Excluded from coverage under this grievance procedure are matters concerning:

- (a) any claimed violation related to prohibited political activities;
- (b) retirement, life insurance or health insurance;
- (c) suspension or removal for national security reasons under 7532 of the CSRA;
- (d) any examination, certification or appointment;
- (e) the classification of any position which does not result in the reduction-in-grade or pay of an employee;

- (f) Equal Opportunity (EO) matters;
- (g) termination of employees during the probationary period;
- (h) non-selection for promotion from a group of properly ranked and certified candidates;
- (i) any proposed actions under 5 USC 752 or 432;
- (j) matters appealable to the Merit Systems Protection Board.

Section 5. An employee may appeal the following adverse actions to the Merit Systems Protection Board (MSPB) under the procedures prescribed by the MSPB:

- (a) removal;
- (b) a suspension for more than 14 days;
- (c) a reduction in grade;
- (d) reduction in pay; and
- (e) a furlough of 30 days or less (unless the furlough is a condition of employment).

Section 6. Grievances concerning administrative decisions will be submitted to the deciding official within ten (10) work days of receipt of the decision. A written decision will be rendered to the grievant within ten (10) workdays after receipt of the grievances. If not resolved, the grievance may be advanced to the next step as appropriate.

Section 7. Employees will be given a reasonable amount of official time without loss of pay or charge to leave for the purpose of preparing and presenting the grievance at each of the steps of the procedure.

Section 8. In the event either party should declare a complaint non-grievable or non-arbitrable, the original complaint will be considered amended to include the determination of this issue. The grievability/arbitrability issue will be handled as a threshold issue when the grievance reaches arbitration.

Section 9. Unless mutual agreement is reached for extending time limits, failure to meet the specified time limits will result in the following:

- (a) If the EMPLOYER, or in the case of an EMPLOYER'S grievance, the UNION, fails to respond within the required time limits, the grievance may be advanced to the next step in the procedure.
- (b) If the grievant fails to meet the time limits at any step of the procedure, the grievance will be dismissed without further consideration.

Section 10. If two or more employees initiate identical grievances (where the basis for the grievance and corrective action being sought are identical), the UNION, if it has been designated as representative, will call the employees together and have them select one of the grievances for processing. The disposition made on the grievance selected by the UNION for processing will be equally applicable to all of the other identical grievance.

Section 11. An employee or group of employees, wishing to initiate a grievance may proceed as follows:

Step 1.

The grievance may be filed by the grievant in writing with the employee's immediate supervisor within ten (10) workdays of the occurrence of the event or action prompting the grievance or the date the grievant became aware of the action. The written grievance must include relevant information and must be specific with respect to the action being grieved, and the remedy requested. The remedy requested must be personal to the grievant.

The supervisor may make whatever investigation he or she considers necessary and will provide a written response to the grievance within five (5) workdays.

Step 2.

If the grievant is not satisfied with the response at Step 1, the grievance may be submitted in writing to the employee's Facility Manager within five (5) workdays. The Facility Manager will, within five (5) workdays, render a written decision.

Step 3.

If the grievant is not satisfied with the response at Step 2, the grievance may be submitted in writing to the employee's Division Chief within five (5) workdays. The Division Chief will, within ten (10) workdays, render a written decision.

Step 4.

If the matter is not satisfactorily settled at Step 3, the employee or his/her designated representative, if any, may submit the grievance in writing to the Superintendent with ten (10) workdays after receipt of the Step 3 decision.

The Superintendent will review the grievance and issue a written decision to the employee within ten (10) workdays after receipt of the grievance.

Section 12. Grievances initiated by the EMPLOYER or the UNION will be processed as follows:

The UNION or EMPLOYER will present the grievance in writing to the other party within fifteen (15) work days after occurrence of the action or incident being grieved or within fifteen (15) work days of the date the grievant became aware of the incident.

The grievance will contain:

- (a) the specific nature of the grievance;
- (b) the corrective action desired.

The parties will meet within ten (10) workdays after receipt of the grievance to discuss the grievance. The party filing the grievance will be furnished a decision by the other party within ten (10) workdays from the date of this meeting. Nothing herein will preclude either party from attempting to settle the grievance informally at the appropriate level.

Section 13. Grievances not resolved through the provisions of this Article may be referred to Arbitration by either the UNION or EMPLOYER.

ARTICLE 36

ARBITRATION

Section 1. When a matter pursued through the Negotiated Grievance Procedure is not satisfactorily resolved, the grievance may be referred to arbitration upon written request of the EMPLOYER or the UNION. The request to invoke arbitration must be submitted within ten (10) workdays of receipt of the decision completing the negotiated grievance procedure. Only the parties to this Agreement may invoke arbitration.

Section 2. Within the ten (10) workday limit, the moving party will request the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators and will deliver a copy of the request to the other party. The moving party will initially pay the FMCS fee. The FMCS fee will be paid by the losing party. In the case of a split decision, the FMCS fee will be split equally. Representatives of the parties will confer within ten (10) workdays of receipt of the list of arbitrators to select one to hear the grievance. One party will strike a name from the list and then the other party will strike a name. This process will be repeated until there is but one name left, that of the person who will be requested to arbitrate the matter. A flip of the coin will decide which party strikes first.

Section 3. A transcript will be made of the hearing. A copy will be furnished to the arbitrator, and each party will be furnished a copy. The cost of the transcript will be borne equally by the parties.

Section 4. The cost of the arbitrator's fees and expenses will be paid by the losing party. In cases of a split decision, such costs will be borne equally by the parties. A decision to uphold a decision to take a disciplinary action but reduce the penalty is an example of a split decision, except where the severity of the penalty is the sole issue.

Section 5. Arbitration hearings will normally be held on the EMPLOYER'S premises during the regularly scheduled workweek. Employees in a duty status that have a relevant role in the proceedings will be excused from duty for the time necessary to participate in the hearing without loss of pay or charge to leave.

Section 6. The arbitrator's authority is limited to the adjudication of issues which were raised in the grievance procedure. The arbitrator will not have authority to add to, subtract from, or modify any of the terms of this Agreement, or any supplement thereto.

Section 7. The arbitrator will be requested by the parties to render his/her award as soon as possible and, if at all possible, to do so within thirty (30) calendar days after close of the hearing.

Section 8. The arbitrator's decision will be final and binding, except that either party may appeal the decision and award in accordance with Statute.

ARTICLE 37

CONTRACTUAL WORK

Section 1. The UNION will be notified of proposals or studies that may result in contracting out bargaining unit work.

Section 2. The EMPLOYER will make every reasonable effort to keep the UNION informed during contracting out studies.

Section 3. The UNION will be advised of the contracting out decision at which time the UNION may exercise its right to negotiate the impact and implementation of the decision.

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Section 4. The EMPLOYER will provide written notice of contracting proposals and/or studies via electronic mail to the UNION President listed with the Agency.

ARTICLE 38

TECHNOLOGICAL DEVELOPMENTS

Section 1. The EMPLOYER and the UNION recognize that technological developments frequently add to the efficiency and productivity of the EMPLOYER. The EMPLOYER agrees to make reasonable effort to minimize reduction-in-force resulting from the introduction of new equipment or processes.

ARTICLE 39

COMMITTEES

Section 1. The UNION will be granted voting membership on the following committees:

Safety Committees
Equal Opportunity Committee
Housing Committees

In the context of this article, committee membership shall not be limited to the above committees. Membership of newly formed committees will be negotiated as established.

ARTICLE 40

USE OF FACILITIES AND SERVICES

Section 1. The EMPLOYER agrees to furnish the UNION office space and furnishings to maintain records and references.

Section 2. UNION offices and stewards shall have access to available FTS phones for the conduct of labor management representational functions, but not for internal UNION business. The UNION agrees not to abuse such privilege by commingling personal or internal UNION business with representational activities. Abuse of this privilege may result in denial of further use.

Section 3. The EMPLOYER agrees to use of facilities by the UNION for meeting purposes on an as needed basis. Upon such request, facilities of the activity will be made available, to the extent possible, for meetings of the UNION for the conduct of internal affairs outside regular working hours, subject to prescribed security requirements and consistent with all pertinent circumstances.

Section 4. The UNION will be provided bulletin boards in each assembly area. Items placed on such bulletin boards will concern such material as notices of UNION meetings, elections, and recreational and social affairs and UNION newsletters and bulletins. The posting of material will be subject to applicable laws and regulations.

Section 5. The UNION shall be permitted to publish notices and articles of general interest in the park newsletter. Such notices and articles must be submitted in conformance with the EMPLOYER'S regulations concerning publication of notices.

Section 6. The EMPLOYER will provide a private area for the UNION for preparing or discussing a grievance, and preparing for meetings with management.

Section 7. The EMPLOYER will furnish quarterly to the UNION a list of bargaining unit members, including name, duty station, and designation (permanent, subject-to-furlough, temporary, or seasonal) and position title and grade.

ARTICLE 41

DUES WITHHOLDING

Section 1. In conformance with applicable Office of Personnel Management 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 SF 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 Blue Ridge Parkway Personnel Office. They, in turn, will submit the forms to the appropriate National Park Service 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 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.

Section 7. An employee may at any time, voluntarily submit a standard form SF 1188 or other written request to terminate an existing dues allotment which shall become effective at the beginning of the first pay period after January 10 of each year, or one year after the anniversary date of an employee's initial request for payroll withholding of union dues. The Statute states that a request for withholding of union dues may not be revoked by an employee for a period of one (1) year. In such case, the EMPLOYER shall notify the UNION within two (2) working days after receipt of the revocation by submission to the UNION of the duplicate copy of the standard form SF 1188 or of the written request. The EMPLOYER shall maintain a supply of standard form SF 1188 and will make this form available to employees upon request. However, a written request for revocation of an allotment, which is otherwise in order and signed by the employee, will be accepted and acted upon by the EMPLOYER, even though not submitted on the form. It is the employee's responsibility to see that the form or written request for revocation is received in the finance and accounting division on a timely basis.

ARTICLE 42

ORIENTATION OF NEW EMPLOYEES

Section 1. All new eligible employees in the unit shall be informed that the UNION is the exclusive representative of employees in the unit.

Section 2. The EMPLOYER and the UNION shall make reasonable efforts to inform employees in the unit with respect to the provisions of the Civil Service Reform Act and current regulations and developments relating to the participation of Federal employees in the formulation and the implementation of personnel policies, practices, and procedures. The UNION and the EMPLOYER will strive to instill in the new employee the need for a high quality and quantity of work and the need to work collectively with his/her peers.

Section 3. The UNION will be permitted to have a representative present to participate at new employee orientations.

ARTICLE 43

DISTRIBUTION OF AGREEMENT

Section 1. The EMPLOYER shall furnish copies of this agreement, and any amendments or supplements, to all employees in the unit, to their supervisors, and to all new employees in the unit. Additional copies will be available on an as needed basis. The agreement shall be posted on the EMPLOYER'S website.

Section 2. While the agreement is being printed, a copy will be furnished by the EMPLOYER for posting on UNION bulletin boards.

Section 3. The agreement will be printed in booklet form. The cost of printing shall be borne by the EMPLOYER.

ARTICLE 44

DURATION OF THE AGREEMENT

Section 1. The effective date of this Agreement shall be the date of approval by the Department of the Interior. It shall remain in effect for three (3) years . The Agreement shall be automatically renewed for three (3) years and on the anniversary date thereafter unless not more than 105 nor less than 60 calendar days prior to such date either party gives written notice to the other of its desire to amend or terminate the Agreement. The notice must be acknowledged by the other party promptly upon receipt. This Agreement shall remain in full force and effect unless it is determined that the UNION is no longer entitled to exclusive recognition under the statute. The provisions of this Agreement continue beyond the termination date if the parties are unable to consummate an agreement prior to the expiration date.

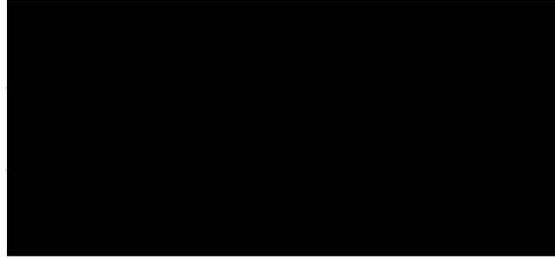
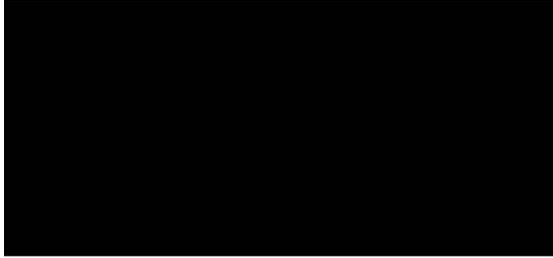
Section 2. This Agreement will be amended as required to comply with law. Requests for amendments shall be in writing and must be accompanied by a summary of the modifications or amendments proposed. Negotiations will begin as soon as practicable. Representatives of the EMPLOYER and the UNION will meet to negotiate the matter and no changes other than those required or covered by the summary shall be considered unless mutually agreed to. Such amendments will become effective upon approval by the Department of the Interior.

Section 3. Each party may reopen the Agreement once during each twelve month period beginning with the effective date of the Agreement or at any time by mutual consent. Before reopening, the party wishing to reopen will submit to the other party at least thirty (30) days prior to the desired reopening date, an agenda stating the reasons for reopening and the changes that are desired.

This agreement is executed by signature of the parties this seventh day of December 2000.

FOR THE EMPLOYER:

FOR THE UNION:



NEGOTIATING COMMITTEES

