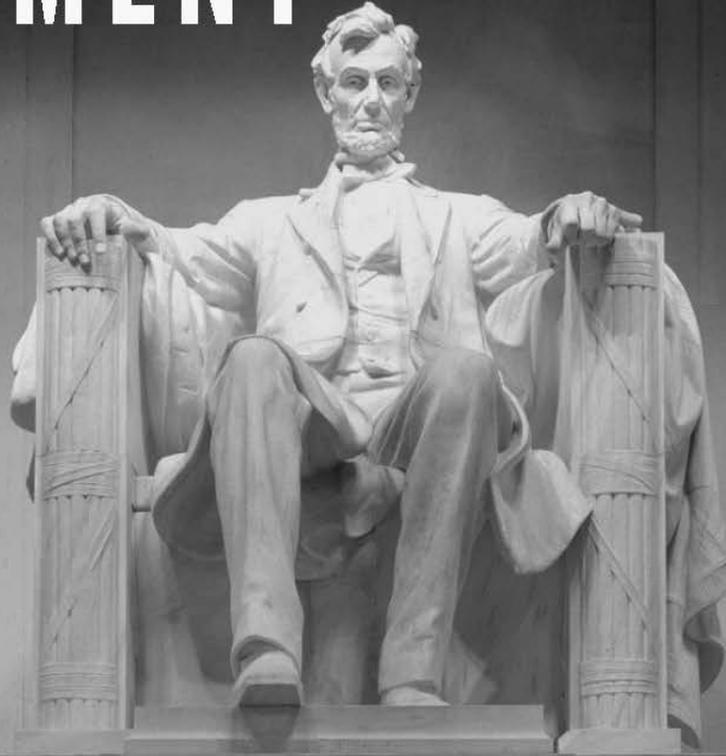


COLLECTIVE BARGAINING AGREEMENT

IN THIS TEMPLE
AS IN THE HEARTS OF THE PEOPLE
REMEMBERED, HE SAVED THE UNION
MEMORIAL BY ABRAHAM LINCOLN
IS ENDED FOREVER



BETWEEN NATIONAL PARK SERVICE
HEADQUARTERS AND
NTEU CHAPTER 296

2017



NTEU
The National Treasury Employees Union

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REVISED ARTICLES

Renegotiation of the existing 2012 collective bargaining agreement was limited to the following articles only. There were no substantive changes to articles not listed below. The renegotiated collective bargaining agreement became effective March 23, 2017.

Renegotiated Articles

- Article 2 – Effect of Law and Regulation
- Article 3 – Employee Rights
- Article 4 – Union Rights
- Article 8 – Hours of Work
- Article 11 – Telework
- Article 12 – Travel and Per Diem
- Article 24 – Reassignments
- Article 26 – Temporary and Term Employment
- Article 28 – Probationary Employees
- Article 33 – Diversity and Equal Employment Opportunity
- Article 36 – Performance Evaluation
- Article 37 – Awards
- Article 39 – Disciplinary Actions
- Article 40 – Adverse Actions
- Article 45 – Travel and Per Diem for Union Representational Activities
- Article 46 – Official Time
- Article 47 – Union Access to Employer Space, Services and Bulletin Boards
- Article 48 – Headquarters Labor-Management Relations Committee
- Article 49 – Employee Grievance procedure
- Article 53 – Fitness/Health
- Article 54 – Child Care Subsidies
- Article 55 – Transit Subsidy and Pre-Tax Parking Benefit
- Article 60 – Duration and Termination (changes article number also)

Revised/New Articles

- Article 55 – (Only the Pre-Tax Parking Benefit section)
- Article 59 – Surveillance

PREAMBLE

WHEREAS the National Park Service (Employer or NPS) and the National Treasury Employees Union (Union or NTEU), also referred to as the Parties, recognize that the statutory right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions that affect them safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlement of disputes between employees and employers involving conditions of employment;

WHEREAS the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the government;

WHEREAS the Employer and the Union recognize that a mutual commitment to cooperation promotes both the efficiency of the Employer's operations and the well-being of its employees;

WHEREAS the Employer and the Union agree that the dignity of employees will be respected in the implementation and application of this Agreement as well as related personnel policies and practices;

NOW THEREFORE the Employer and the Union, in good faith, and governed by honesty, reason and mutual respect, do hereby make and enter into the following Agreement collectively.

ARTICLE 1: COVERAGE AND DEFINITIONS

Section 1

Pursuant to 5 U.S.C. § 7112 (b)(2), (3), (4), (6) and (7), this Agreement covers all professional and nonprofessional employees of the National Park Service, Headquarters Office, excluding all management officials; supervisors; confidential employees; employees engaged in personnel work in other than a purely clerical capacity; employees engaged in intelligence, counterintelligence, investigative, or security work that directly affects national security; and employees primarily engaged in investigation or audit functions relating to the work of individuals whose duties directly affect the internal security of the Employer, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity.

Section 2

The following definitions shall apply for purposes of understanding this Agreement:

- A. “Employee” means bargaining unit employee, unless otherwise noted.
- B. “Employer” means the Washington Headquarters Office, National Park Service, Department of the Interior.
- C. “Union” means the National Treasury Employees Union or the certified exclusive collective bargaining representative.
- D. “Days” means calendar days unless otherwise specified.

Section 3

To the extent that any preexisting local or midterm agreements or any local practices between the Union and the Employer conflict with the express terms of this Agreement, the terms of this Agreement shall apply.

Section 4

The parties agree that if any provision of this Agreement is found to be permissively negotiable and if this Agreement terminates, practices established by the permissively negotiable clause will remain in effect until the completion of impact and implementation bargaining, consistent with Article 52.

ARTICLE 2: EFFECT OF LAW AND REGULATION

Section 1

In the administration of all matters covered by this Agreement, the Parties are governed by the following: existing or future laws; Government-wide rules or regulations in effect upon the effective date of this Agreement; and Government-wide rules or regulations issued after the effective date of this Agreement that do not conflict with this Agreement. For all Government-wide rules and regulations impacting conditions of employment of bargaining unit employees promulgated after the effective date of this Agreement, the Employer shall provide notice to, and bargain with, the Union in accordance with Article 52.

Section 2

To the extent that provisions of the Employer's policies, procedures, rules and regulations specifically conflict with this Agreement, the provisions of this Agreement will govern.

Section 3

The Employer will make available to all employees an electronic link from the NPS intranet site to the United States Code, Code of Federal Regulations, Office of Personnel Management directives, General Services Administration Federal Travel Regulations, Department of the Interior regulations, Departmental Manual and regulations and the Department of Labor Office of Workers' Compensation Programs.

Section 4

The parties agree that the only covered-by defense that may be asserted by either party under this Agreement is one that is based on the "express language" of the Agreement. The "inseparably bound up with" defense will not be available to either party. Additionally, neither party may in any way rely upon bargaining history of express language to argue that there is a covered-by defense. The "express language" defense may only be raised while this Agreement is in effect.

ARTICLE 3: EMPLOYEE RIGHTS

Section 1

Nothing in this Agreement will require an employee to become or remain a member of a labor organization or to pay money to the organization except pursuant to a voluntarily written authorization by a member for payment of dues through payroll deductions or by voluntary cash dues payment by a member. The Union shall not discriminate against an employee with regard to the terms or conditions of membership in the Union on the basis of race, color, creed, national origin, sex, sexual preference, age, preferential or non-preferential civil service status, political affiliation, marital status or handicapping condition.

Section 2

- A. The Employer and the Union recognize and respect the dignity of employees, supervisors and managers in the formulation and implementation of personnel policies, practices and conditions of employment and will, at all times, treat employees with courtesy and respect. The term “dignity” in this context means that relationships between employees, their representatives, and their supervisors will be conducted in a mutually businesslike, courteous and tactful manner.

- B. Employees recognize their responsibility to promptly comply with all orders and instructions from their supervisors. Additionally, supervisors recognize their responsibility to ensure that all orders and instructions are consistent with law, rule, regulation or Agency policy. If an employee reasonably believes that an order or instruction violates any law, rule, regulation or Agency policy, he/she should state his/her beliefs to his/her supervisor. The employee should then comply with the orders of his/her supervisor, and may seek redress of his/her concerns through the Negotiated Grievance Procedure or other appropriate forum as applicable. However, the employee has a right to decline to perform the assigned task(s) if he/she has a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm or would be an explicit violation of Federal law, coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through normal reporting and abatement procedures.

Section 3

- A. The Employer and the Union mutually recognize the right of employees in the unit to exercise their right, freely and without fear and penalty of reprisal, to form, join and assist an employee organization, to elect to be represented by the Union in the initiation of a grievance or settlement of a grievance, or to refrain from such activity. Neither the Employer nor the Union shall interfere with, restrain or coerce any employee in the exercise by the employee of the statutory rights defined in the Statute or the rights outlined in this Agreement.

- B. The initiation of grievances in good faith by employees will not cause any reflection on their standing with their managers or on their loyalty or desirability to the organization.

- C. The provisions of this Agreement shall not be construed to preclude an employee from being represented by an attorney of the employee's choosing in any appeal action not under the grievance procedure.

Section 4

- A. If an employee is represented in an interview and the subject of the interview changes to subjects over which the employee and the representative have not conferred, the employee or the representative may request a recess to confer on such issues.
- B. Communications between a Union representative and an employee seeking counsel or advice regarding investigations are confidential. The Employer agrees not to solicit information from any Union representative concerning the nature of such confidential discussions.
- C. The Employer will communicate to all employees their rights regarding Union representation at the beginning of each calendar year.

Section 5

- A. If there is a disagreement between the employee and the Employer regarding the employee's right to Union representation, the meeting will be delayed no more than one (1) full workday, in order to permit the employee to consult with his/her Union representative, and for the supervisor to consult with the appropriate HR office. Contact with Union representatives and/or HR officials should occur as soon as the meeting is scheduled.
- B. If an employee requests Union representation under this Article and a Union representative is not available, the examination will be rescheduled as soon as practicable, in order to secure a Union representative. If the examination takes place in an office where no Union representative is co-located, the examination will be rescheduled as soon as practicable, in order to secure a representative.

Section 6

An employee may withdraw a resignation at any time prior to its effective date, provided the withdrawal is communicated to the Employer in writing and is received by the Employer prior to its having made a commitment to fill the position of the resigning employee.

Section 7

Employees may elect additional discretionary allotments (that are not savings allotments), which employees may use to have additional voluntary deductions withheld from their pay. Such discretionary allotments may be used, consistent with regulations, for various purposes such as insurance, the Union's Political Education Fund, day care facilities sponsored by the Employer or other benefits that may be offered by the Union.

Section 8

- A. The Employer shall notify employees on an annual basis of any and all monitoring that is used in the workplace that does not pertain to the Employer's internal security practices. The notice will identify the type of monitoring, the data gathered, where and how the data is stored, who may have access to any data gathered and for what purposes such access will be granted, and the systems in place to secure personal information and to safeguard employees' right to privacy. The Employer shall provide notice to, and bargain with, the Union in accordance with Article 52 regarding any changes in Employer's practices and policies regarding monitoring in the workplace.

- B. The Employer will comply with all provisions of the Privacy Act of 1974, as amended, and Office of Management and Budget Circular A-130, in management of all systems of records created by electronic monitoring devices, including notice in the Federal Register.

ARTICLE 4: UNION RIGHTS

Section 1

The Union will have the right to represent all employees in the unit and to present its views to the Employer on matters of concern, either orally or in writing.

Section 2

A. The Union has a right to be represented at formal discussions. For regularly scheduled meetings (e.g., “All Hands Meetings”) that meet the formal discussion criteria, the Employer shall provide the Union with notice and a meeting agenda, if one is developed, no less than two (2) workdays in advance. For non-recurring formal meetings that meet the criteria for formal discussions, the Employer shall provide the Union with reasonable notice (i.e., generally not less than two (2) workdays) unless imminent circumstances preclude such notice. Where a shorter notice period is necessary, the Employer will notify the Union as soon as practicable that a meeting will be conducted.

1. In accordance with 5 U.S.C. § 7114(a)(2)(A), the Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance, personnel policy, practice, or other general condition of employment.
2. Factors that would indicate that a meeting is “formal” include, but are not limited to:
 - a. A formal discussion requires that the meeting include: one or more representatives of the Employer (e.g., supervisors, management officials, human resources specialists, attorneys) and one or more employees in the bargaining unit or their representative(s).
 - b. The content of the communication constitutes a specific proposal regarding a grievance, personnel policy, practice or other general condition of employment.
3. The Union is also entitled to attend “last chance” meetings, settlement discussions to resolve employee problems, and discrimination complaint settlement meetings. The Employer will give the Union notice of any such meetings. Where the Union does not receive notice and the settlement agreement impacts bargaining unit working conditions (e.g., grants, promises, or gives priority consideration for a promotion, reassignment, training) the settlement agreement will contain the following statement: “This settlement agreement is subject to approval for compliance with negotiated agreements between the National Park Service and the National Treasury Employees Union. Accordingly, it will be forwarded to the Chapter President and Chief Steward, with a copy to the appropriate servicing personnel office, for a ten

(10) day period of consideration. If the Union alleges the settlement conflicts with any negotiated agreements between the National Park Service and the National Treasury Employees Union, or other non-discretionary requirements, you will be notified.” Any challenges by the Union to settlement agreements will be filed with the NPS WASO, Chief of Labor and Employee Relations.

- B. In any formal meeting held pursuant to this Article, the Union representative will be identified. The representative may ask relevant questions and may make a statement of the Union’s position respecting the subject of the meeting. Upon the union’s request and subject to management’s right to assign work, at the conclusion of any formal meeting, the Employer will provide the Union with up to thirty (30) minutes to meet with employees without managers present. If a request is denied due to work requirements, then management will provide a written explanation for the denial. At any formal meeting, the Union representative may inform employees that if any of them wish to discuss the meeting topics with the Union representative further or in private, the employee may come to the Union office or other area to meet with the Union representative and/or Steward once they have checked out of the unit.

Section 3

- A. The Union will be given a list of prospective employees’ names, position titles, grades, and posts-of-duty prior to their orientation session.
- B. Unless notified otherwise by the Employer, a Union representative shall be available at the WASO Headquarters on the first Monday of each pay period at 9:30 a.m. for orientation sessions. For any orientation outside of the Washington, DC area, the Chapter President will be notified of where and when the orientation will take place.
- C. The Union will be provided a reasonable period of time, not to exceed thirty (30) minutes for employee orientation and pre-orientation sessions. This time will normally be provided immediately preceding a break. No Employer representatives will be present during the period of time that the Union representative(s) meet with the employees. The Union may distribute copies of the Agreement, provided by the Employer, during this session. The Employer will introduce the Union during each orientation and pre-orientation. No Employer representatives will be present during the period of time that the Union representatives are meeting with employees. If the Union wishes to show a video, it may do so within the timeframe allotted and provided video equipment is available. The Union may not solicit union membership during these orientations.
- D. If the Union did not attend the orientation or pre-orientation session, the Union will be afforded a reasonable period, not to exceed thirty (30) minutes, on the employee’s first day to meet with a new employee.

Section 4

The parties will exchange quarterly listings of all supervisors and Union officials. The listing will include the phone number, fax number as appropriate, and e-mail address of the person,

their organizational location, and for Union representatives, their area of representational responsibility.

Section 5

One (1) week of each year, to be agreed upon between the parties annually at the local level, will be recognized by the Employer as Labor Recognition Week. During that week, the Union may use the Employer's cafeterias, break rooms, snack bars, or other common areas in headquarters offices and posts-of-duty to publicize the contributions of organized labor, particularly NTEU, to society. Meeting rooms may also be made available in accordance with Article 47. Consistent with workload and staffing needs, the Employer shall make every reasonable effort to grant employees one (1) hour of administrative time to participate in Labor Recognition Week activities. The Employer shall grant a reasonable period, not to exceed a total of twenty (20) hours of official time to the chapter to prepare and conduct Labor Recognition Week activities.

Section 6

The Union will not encourage or initiate any unlawful, concerted activity on the part of an employee or group of employees that would harm or adversely affect the operation and/or mission of the Employer.

Section 7

- A. A copy of any survey, which is intended to be distributed to bargaining unit employees by the Employer, will be first provided to the Union for comment at least ten (10) days in advance of distribution to bargaining unit employees.

- B. Upon request, the Employer will provide copies of workload studies to the Union.

Section 8

Employees formally assigned (as documented by a SF-50) to a non-unit position may not concurrently serve as a Union representative.

ARTICLE 5: EMPLOYER RIGHTS

Section 1

A. The Employer retains the right:

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

B. Nothing in this section shall preclude the Employer or NTEU from negotiating:

1. At the election of the Employer, on the numbers, 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;
2. Procedures that management officials of the Employer will observe in exercising any authority under this section; or
3. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Section 2

Beyond the specific provisions of this agreement, the Employer retains all other rights in accordance with applicable laws and regulations.

ARTICLE 6: DUES WITHHOLDING

Section 1

- A. This Article is for the purpose of determining the process for the voluntary allotment of Union dues through biweekly payroll deduction(s).
- B. This Article covers all eligible employees:
 - 1. Who are members in good standing of the Union;
 - 2. Who have voluntarily completed Standard Form 1187, Request for Payroll Deduction for Labor Organization Dues; and
 - 3. Who receive compensation sufficient to cover the total amount of the allotment.
- C. The Employer shall automatically withhold, on a biweekly basis, the appropriate amount of dues from any bargaining unit employee who has submitted an SF-1187.

Section 2

Certification and remittance procedures shall be as follows:

- A. Dues will be wire transferred to the bank account designated by the Union;
- B. Electronic files will be transmitted to the Administrative Controller, National Treasury Employees Union, 1750 H St., NW, Washington, DC 20006; and
- C. The Union's National President or a chapter officer who has submitted proper notification to the servicing personnel office is authorized to make the necessary certification of SF-1187.

Section 3

The Union will:

- A. Inform and educate its members on the voluntary nature of the system for allotment of Union dues, including the conditions under which the allotment may be revoked;
- B. Purchase and distribute Form SF-1187;
- C. Inform the Employer of changes in the certification and remittance procedures;
- D. Forward properly executed and certified SF-1187s and SF-1188s to the Employer on a timely basis;

- E. Forward an employee's revocation (SF-1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues) to the Employer on a timely basis when such revocation is submitted to the Union;
- F. Inform the Employer of the name of any participating employee who has been expelled or ceases to be a member in good standing in the Union within ten (10) calendar days of the date of such final determination; and
- G. Inform the Employer of any change in the formula for membership dues.

Section 4

The Employer is responsible for processing voluntary allotment of dues in accordance with this Article. The Employer will:

- A. Upon receipt of a properly certified SF-1187 or SF-1188, stamp the date received legibly on the back of all copies, and the Union copy of the SF-1187 will be returned to NTEU;
- B. Withhold dues on a biweekly basis;
- C. Provide to the Union or designee biweekly, within six (6) calendar days of the close of a pay period, electronic files or magnetic media containing pertinent information, including the total gross amount deducted for all employees, the total amount of prescribed costs retained, and the net amount remitted, and any other information NTEU deems reasonable from the existing database of dues paying members;
- D. Discontinue allotments when required by OPM rules and regulations;
- E. Notify the employee and the Union when an employee is not eligible for an allotment, along with the reasons for the decision, e.g., a temporary promotion out of the unit;
- F. Withhold new amounts of dues upon certification from the Union's National President provided that the formula for withholding has not been changed during the past twelve (12) months;
- G. Transmit remittance checks to the allottee designated by the Union.

Section 5 - Action and Effective Dates

The effective dates for actions under this Agreement are as follows:

- A. The SF-1187 will be entered into the payroll system as soon as practical but no later than the pay period following receipt of the SF-1187 by the Employer.
- B. Changes in the formula for dues withholding will begin the first pay period designated by the Union's National Office (this formula shall be provided to the Employer a minimum of thirty (30) days prior to the effective date of the change).

- C. Revocation notices for employees who have had dues allotments in effect for more than one (1) year will be submitted to the WASO Human Resources payroll office during NBC pay period fifteen (15) each year. The revocation will be effective within two pay periods following submission to the HR Office. Revocations will become effective during pay period eighteen (18). Revocations may only be effected by submission of a completed SF-1188 that has been initialed by the chapter president or his or her designee. If the SF-1188 is not initialed, the Employer shall return the SF-1188 to the employee and direct the employee to the proper Union official for initialing. To revoke such dues withholding, employees will have had dues withheld for at least one (1) year.
- D. Revocation notices for employees who have not had dues allotments in effect for one (1) year will be submitted on or before the one (1) year anniversary date of their dues allotment. Revocations may only be effected by submission of a completed SF-1188 that has been initialed or signed by the chapter president or his/her designee. If the SF-1188 is not initialed or signed, the Employer shall return the SF-1188 to the employee and direct the employee to the proper Union official for initialing. The SF-1188 will become effective the first full pay period after the employee's anniversary date.
- E. Termination due to loss of membership in good standing will be effective on the beginning of the first pay period after the date of receipt of notification by the Employer.
- F. For termination due to separation or movement out of the exclusive unit a final deduction will be made for that pay period in which the action is effective.

Section 6 - Overpayments to the Union

- A. The Union will pay no fee for these services.
- B. Upon determination by the Employer that dues withholding for an employee was not timely terminated and resulted in an overpayment to the Union, the Employer will effect an adjustment to reimburse the employee. The amount repaid to the employee will be charged to a Union overpayments account.
- C. Each pay period, the Employer will forward a copy of any bill for dues overpayments, with an accompanying document prescribed by the Debt Collection Act of 1982, to the Administrative Controller, National Treasury Employees Union, 1750 H Street, NW, Washington, DC 20006. This bill will identify amounts that were reimbursed to employees as a result of dues withholding, and the pay periods in which the overpayments were made to the Union. The bill sent to the Union will request repayment of the overpayments that were made to the Union. The document accompanying the bill will include a statement that debts due to the Government for more than thirty (30) days are subject to interest, to the extent required by law. The bill sent to the Union will request payments be made payable to "U.S. Department of Interior, National Park Service" and will specify that the payment, and a copy of the bill, be mailed to an address designated on the bill. The right of the Union to request a waiver of overpayment in accordance with 4 CFR § 101, or to dispute the amount of the overpayment will also be contained in the accompanying document. A copy of the bill

and accompanying document will be forwarded to the Employer for use in determining the start of the period for requesting waivers by the Union.

- D. Upon receipt of the amount due from the Union, the accounts receivable for the applicable pay period will be closed. If a waiver or partial waiver of overpayment is timely requested by the Union, the Employer will suspend collection of the amount in question pending adjudication in accordance with 4 CFR § 101. The Human Resources (HR) office that processed the request for waiver will notify Chapter 296 of the determination.
- E. To be considered timely, a request for waiver of overpayment will be submitted to the servicing HR office by Chapter 296 within forty (40) calendar days from the “waiver control date” for the bill for dues overpayment that is sent to the Administrative Controller, NTEU, from the Employer.
- F. The “waiver control date” will be determined to be forty (40) calendar days following the bill date, which includes ten (10) days associated with the mailing of the bill from the National Park Service to the Union. The purpose of this date is limited to its express use in the waiver request process. The bill should be received by the tenth (10th) day following the bill date.
- G. The bill will be presumed received on this date unless the Union National Office informs the Employer in writing within five (5) calendar following receipt of the bill by the Union. The Employer will provide written acknowledgment of the revised “waiver control date” to the Union with a copy being sent to the servicing HR offices.
- H. Denials of Union requests for waiver of overpayment will be subject to the institutional grievance procedure in Article 50 of this Agreement.

Section 7

- A. The total error in the amount of dues withheld shall be adjusted as soon as practical after the error has been detected by the Employer or written notification is received from the Union or employee of an error.
- B. When an underpayment to an employee results in an overpayment to the Union (for example, the Employer fails to timely terminate dues withholding after receiving a properly submitted employee request), the Employer will refund the payment to the employee in accordance with subsection 7.C of this Article. However, employees who are assigned to positions out of the bargaining unit, and who, due to an error, do not have their dues canceled, will not receive a refund unless they have made a written request to have the deductions canceled. Once such a request is received by the Employer, any subsequent erroneous deductions will be refunded in accordance with subsection 7.C. Erroneous deductions for pay periods prior to the written request will not be refunded.

- C. When the Employer fails to commence dues withholding timely or otherwise fails to remit dues owed, the Employer will pay the full amount to the Union and recoup the funds from the employee's salary through an adjustment, subject to the employee's right to seek waiver of overpayment. When the total amount owed by the employee is less than ten (\$10) dollars, the entire amount will be withheld in one (1) pay period, to the extent it does not exceed 15% of disposable pay. When the total amount owed by an employee is more than ten (\$10) dollars, the deductions will be made in accordance with the Debt Collection Act.
- D. When an adjustment is made to an employee's salary to recoup dues withholding, the employee will be issued written notification by the Employer of its intent to offset in accordance with the Debt Collection Act of 1982. This notification will contain information relating to the amount and nature of the debt, additional information required by the Debt Collection Act of 1982 as implemented in 31 CFR Part 5, Subpart B and will notify the employee that:
 - 1. He/she has the right to request a waiver of overpayment pursuant to 4 CFR Part 91; and
 - 2. Denials of employee requests for waiver of overpayment will be subject to the grievance procedure as outlined in Article 49 of this Agreement.
- E. Disputes arising out of dues withholding situations where either the Employer has failed to withhold the appropriate amount of dues from an employee, that is, the employee or Employer owes the Union money; or where the Employer has paid the Union money collected via dues withholding inappropriately, shall be resolved in the following manner:
 - 1. A written statement with information regarding the potential dispute will be provided to the Union. Official time will be granted to the Union to review the information.
 - 2. The Union will contact the Employer and attempt to resolve the matter within thirty (30) calendar days.
 - 3. In the event the parties cannot resolve the matter, the aggrieved party may seek resolution through the grievance procedure.

Section 8

- A. When a bargaining unit employee requests and/or submits paperwork for retirement from the Employer, the employee may be supplied with the following, which will be provided to the designated Employer location by NTEU:
 - 1. Letter from NTEU;
 - 2. NTEU Retiree Flyer;

3. OPM Dues Withholding Authorization Form;
 4. NTEU Cash Dues Application; or
 5. Other NTEU Information.
- B. At the end of each quarter, the Union may request information from the Employer regarding distribution of the NTEU employee retirement information package. The Employer will provide the Union with a count in each distributing location, of the employees to whom these packages are distributed. In addition, the distributing locations will notify NTEU if supplies of the NTEU packages are needed at the distributing locations.

Section 9

The Employer will deduct Union dues from an employee's back pay award when the employee has an allotment for dues withholding in effect at the time of the action giving rise to the back pay.

Section 10

- A. The Employer's biweekly electronic media transfers will include the following information:
1. Whether the employee retired or was separated;
 2. Whether the employee is continuing to be carried in non-duty status;
 3. Whether the employee is on a full-time, part-time, seasonal or intermittent work schedule and if the employee is serving on a term, temporary, career, career-conditional, or excepted appointment;
 4. The geographic locality of each employee that is used to determine the appropriate locality pay; and
 5. The base pay of each employee, his/her grade and step, pay structure (e.g., General Schedule or Wage Grade), amount of NTEU national dues withheld, local chapter dues withheld, and the total dues withheld.
- B. The Employer will also provide, on a biweekly basis, an electronic file of bargaining unit employees who were dropped off the bargaining unit list since the previous biweekly file and an explanation concerning why they were dropped.

ARTICLE 7: MERIT SYSTEM PRINCIPLES AND PROTECTIONS AGAINST PROHIBITED PERSONNEL PRACTICES

Section 1

- A. The parties mutually recognize that personnel management should be implemented consistent with the following merit system principles:
1. Recruitment should be from qualified individuals from appropriate sources in an endeavor to achieve a work force from all segments of society. Selection and advancement should be determined solely on the basis of relative ability, knowledge, and skills after fair and open competition that assures that all receive equal opportunity.
 2. All employees and applicants for employment should receive fair and equitable treatment in all aspects of personnel management without regard to political affiliation, occupation, race, color, religion, national origin, sex, marital status, age, sexual lifestyle/preference or handicapping condition, and with proper regard for their privacy and constitutional rights.
 3. Equal pay should be provided for work of equal value, with appropriate consideration of both national and local rates paid by employers in the private sector. Appropriate incentives and recognition should be provided for excellence in performance.
 4. All employees should maintain high standards of integrity, conduct and concern for the public interest.
 5. The Federal work force should be used efficiently and effectively.
 6. Employees should be retained on the basis of the adequacy of their performance, inadequate performance should be corrected and employees should be separated who cannot or will not improve performance to meet required standards.
 7. Employees should be provided effective education and training in cases in which such education and training would result in better organizational and individual performance.
- B. Employees should be:
1. Protected against arbitrary action, personal favoritism, or coercion; and
 2. Prohibited from using their official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for election.

- C. Employees should be protected against reprisal for the lawful disclosure of information that the employees reasonably believe evidences:
 - 1. Violation of any law, rule, or regulation; or
 - 2. Mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

Section 2

- A. For the purpose of this Article, prohibited personnel practice means any action described in Section 3 below.
- B. For the purpose of this Article, “personnel action” means:
 - 1. An appointment;
 - 2. A promotion;
 - 3. An action under chapter 75 of the Civil Service Reform Act of 1978;
 - 4. A detail, transfer, or reassignment;
 - 5. A reinstatement;
 - 6. A restoration;
 - 7. A reemployment;
 - 8. A performance evaluation under chapter 43 of the Civil Service Reform Act of 1978;
 - 9. A decision concerning pay, benefits, or awards, or concerning education or training if the education or training may reasonably be expected to lead to an appointment, promotion, performance evaluation, or other action described in this subsection; and
 - 10. Any other significant change in duties or responsibilities that is inconsistent with the employee’s salary or grade level.

Section 3

The Employer will not:

- A. Discriminate for or against any employee or applicant for employment:
 - 1. On the basis of race, color, religion, sex, or national origin, as prohibited under § 717 of the Civil Rights Act of 1964;

2. On the basis of age, as prohibited under §§ 12 and 15 of the Age Discrimination in Employment Act of 1967;
 3. On the basis of sex, as prohibited under § 6(d) of the Fair Labor Standards Act of 1938;
 4. On the basis of handicapping condition, as prohibited under § 501 of the Rehabilitation Act of 1973;
 5. On the basis of marital status or political affiliation, as prohibited under any law, rule, or regulation; or
 6. On the basis of sexual lifestyle/preference.
- B. Solicit or consider any recommendation or statement, oral or written, with respect to any individual who requests or is under consideration for any personnel action unless such recommendation or statement is based on the personal knowledge or records of the person furnishing it and consists of:
1. An evaluation of the work performance, ability, aptitude, or general qualifications of such individual; or
 2. An evaluation of the character, loyalty, or suitability of such individual.
- C. Coerce the political activity of any person (including the providing of any political contribution or service), or take any action against any employee or applicant for employment as reprisal for the refusal of any person to engage in such political activity.
- D. Deceive or willfully obstruct any person with respect to such person's right to compete for employment.
- E. Influence any person to withdraw from competition for any position for the purpose of improving or injuring the prospects of any other person for employment.
- F. Grant any preference or advantage not authorized by law, rule, or regulation to any employee or applicant for employment (including defining the scope or manner of competition or the requirements for any position) for the purpose of improving or injuring the prospects of any particular person for employment.
- G. Appoint, employ, promote, advance or advocate for appointment, employment, promotion, or advancement, in or to a civilian position, any individual who is a relative (as defined in Title 5 of the United States Code) of such employee if such position is in the Employer in which such employee is serving as a public official (as defined in Title 5 of the United States Code) or over which such employee exercises jurisdiction or control as such an official.

- H. Take or fail to take a personnel action with respect to any employee or applicant for employment as a reprisal for:
 - 1. A disclosure of information by an employee or applicant that the employee or applicant reasonably believes evidences:
 - a. violation of any law, rule, or regulation; or
 - b. gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, if such disclosure is not specifically required by Executive Order to be kept secret in the interest of national defense or the conduct of foreign affairs.
 - 2. A disclosure to the Office of Special Counsel, or to the Inspector General of an agency or another employee designated by the head of the Employer to receive such disclosures, or information that the employee or applicant reasonably believes evidences:
 - a. A violation of any law, rule, or regulation; or
 - b. Gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.
- I. Take or fail to take any personnel action against any employee or applicant for employment as a reprisal for:
 - 1. The exercise of any appeal right granted by any law, rule, or regulation;
 - 2. Testifying for or otherwise lawfully assisting any individual in the exercise of any right referred to in Subsection A above;
 - 3. Cooperating with or disclosing information to the Inspector General of an agency, or Special Counsel, in accordance with applicable provisions of law; or
 - 4. For refusing to obey an order that would require the individual to violate a law.
- J. Discriminate for or against any employee or applicant for employment on the basis of conduct that does not adversely affect the performance of the employee or applicant or the performance of others; except that nothing in this Subsection will prohibit an agency from taking into account in determining suitability or fitness any conviction of the employee or applicant for any crime under the laws of any State, of the District of Columbia, or of the United States.

- K. Take or fail to take any other personnel action if the taking of, or failure to take, such action violates any law, rule, or regulation implementing, or directly concerning, the merit system principles contained in the Civil Service Reform Act of 1978.

Section 4

An employee aggrieved under Sections 2 or 3 above may raise the matter under a statutory procedure or under the employee grievance procedure outlined in Article 49 of this Agreement, but not both.

Section 5

In reviewing grievances on the provisions of this Article, arbitrators will apply the same standards of evidence and burden of proof as those applied by the Merit Systems Protection Board (MSPB).

ARTICLE 8: HOURS OF WORK

Section 1 – Work Schedules

A. Work Hours and Authorized Work Breaks.

1. Basic Workweek. The present administrative workweek begins at 12:01 a.m. Sunday and ends at 12:00 midnight Saturday, and the current basic workweek and normal tour of duty within the administrative workweek is five (5), eight (8) hour workdays. Prior to implementing a change in the basic workweek, the Employer will notify the Union as far in advance as possible, but generally no fewer than five (5) workdays.
2. Rest Periods. Employees are entitled to take one 15 minute rest period during every 4 hours worked. These may not be taken to extend the lunch period, or at the beginning or end of the workday.
3. Lunch Period. An unpaid lunch period will be taken for work schedules exceeding 6 hours per day. Depending on the employee's approved schedule, the lunch period may be between 30 minutes and 90 minutes and should be taken during the middle of the workday. Employees working a daily schedule of 6 hours or less may waive the lunch period.

B. Core Hours.

Employees must account for their time during core hours. Absence from work during these hours will be approved by the supervisor as indicated by an approved leave request in writing or electronic form, or an approved alternative work schedule (AWS) or telework agreement. Core hours are:

1. For employees located in the Washington, DC metropolitan area: Monday through Friday from 10:30 a.m. to 2:30 p.m.
2. For employees located outside Washington, DC metropolitan area: The local core hours of the duty station.

C. Basic Eight-Hour Schedule.

This is a fixed Monday through Friday schedule that does not vary from day to day. It has an established start time at 7:45 a.m. and end time at 4:15 p.m. and a 30 minute lunch period at midday. This is the basic office work schedule. Any other schedule (tour of duty) is subject to approval by the employee's supervisor in accordance with this Agreement.

D. Alternative Work Schedules.

1. Available Schedules.

The alternative schedules described below are subject to approval by an employee's supervisor, and will be granted upon request absent a showing that the approval would substantially disrupt the Employer in carrying out its functions. All alternative work schedules will be worked within the hours of 5:30 a.m. until 8:30 p.m. Monday through Friday. Hours worked cannot exceed 12 hours per day or 80 hours per pay period unless granted a specific exemption by the Employer. Daily or weekly hours may be extended when the employee is assigned to an emergency incident (e.g., wildland fire).

- a. Alternative Eight-Hour Schedule. This is a fixed schedule that does not vary from day to day, with established arrival and departure times. The schedule includes ten workdays in each pay period, with each workday being eight hours in length. This schedule differs from the normal eight-hour schedule in that the established arrival and departure times need not coincide with the office's basic work hours (7:45 a.m.–4:15 p.m.). However, arrival and departure times will be established within the hours of 5:30 a.m. and 8:30 p.m. Monday through Friday.
- b. Ten-Hour Compressed Schedule. This is a fixed, non-flexible schedule (meaning it does not vary from day to day). Arrival and departure times are set and approved in advance. Eight workdays of ten work hours each (four days each week) constitute the pay period. A ten-hour schedule may not include any combination of half-days or workdays of less than ten work hours.
- c. Five-Four-Nine Compressed Schedule. This is a fixed, non-flexible schedule (meaning it does not vary from day to day). The schedule includes nine workdays in each pay period, with eight of those days consisting of nine work hours each and one day consisting of eight work hours. An approved variation of this consists of eight nine-hour days and two four-hour days.
- d. Flexitime Flexible 8 Hour Schedule (Gliding Schedule). This is a flexible (non- fixed) schedule with a basic work requirement of an eight hour day and 40 hour workweek. The employee will work an eight hour day, but arrival and departure times are flexible as long as daily core hours are worked (see core hours description above). Absence from work during core hours requires supervisory approval.

- e. Maxi-flex Flexible Schedule. This is a flexible (non-fixed) schedule with a basic work requirement of 80 work hours per pay period. The employee may work more or less than eight hours in any one day (not to exceed 12 hours as long as 80 work hours are accounted for in the pay period and the core hours are worked (see core hours description above). Arrival and departure times may vary from day to day within the hours of 5:30 a.m. and 8:30 p.m. Monday through Friday.
 - f. Credit Hours.
 - i) Credit hours may be earned in 15 minute increments under the maxi-flex schedule. Credit hours are any hours in excess of an employee's basic work requirement (80 hours per pay period) that the employee elects to work. The lunch period may not be taken at the beginning or end of the workday to shorten the workday and may not be skipped in order to accrue credit hours. Employees, upon request, may be permitted to earn credit hours on Saturday or Sunday.
 - ii) Project managers will be notified of all credit hours earned on project accounts. The employee will forward a copy of the Maxi-Flex Time Accounting Record to the applicable project manager.
 - iii) Once credit hours have been earned, an employee may use credit hours in 15-minute increments to shorten a workday or workweek. The use of credit hours within core hours is subject to prior supervisory approval on the Maxi-Flex Time Accounting Record in a manner similar to leave approval under a regular schedule.
 - iv) Full time employees can accumulate up to 24 credit hours for carryover from pay period to pay period. Part-time employees can accumulate up to one-quarter of their biweekly work requirement. To the maximum degree possible, credit hours should be used in the following pay period.
 - v) Compensatory time and overtime will not be paid to an employee working in excess of 8 hours in a day under this work schedule because the employee is eligible to accrue this time as credit hours.
2. Premium pay provisions will not apply to work that is performed as part of an approved alternative work schedule. Premium pay is only appropriate when work is

ordered by the Employer to be performed outside the employee's normal work schedule and during periods in which the employee would otherwise be entitled to premium pay.

3. However, work schedules and overtime provisions for Law Enforcement Personnel (0025 Series - Protection) and Criminal Investigators (1811 Series) will comply with applicable law and government-wide regulations. Law Enforcement Personnel and Criminal Investigators will not be penalized for accepting an administrative assignment, such as central office or training positions.
 - a. All National Park Service Criminal Investigators (1811 Series) will be paid availability pay in accordance with the provisions of 5 U.S.C. § 5545a.
 - b. Law Enforcement Personnel and Criminal Investigators will be available to provide the annual average of 2 hours of unscheduled duty per workday.
 - c. Availability pay provided to Criminal Investigators for unscheduled duty shall be paid instead of premium pay, except that premium pay will be paid for regularly scheduled overtime work as provided for under 5 U.S.C. § 5542, night duty, Sunday duty and holiday duty.
 - d. The term "available" refers to the availability of Criminal Investigators, and means that such employees shall be generally and reasonably accessible by the Employer to perform unscheduled duty based on the needs of the Employer. Criminal Investigators are considered to be reasonably available at all times unless the employee or their supervisor determines they are not available during a specific period of time. This includes time after scheduled hours, scheduled days off, lunch periods, and may include time while on leave or other non-work status. Criminal investigators will be contactable by phone, pager, cell phone, frequent checking of voicemail, etc., to be considered reasonably available.
4. All National Park Service Criminal Investigators (1811 Series) will be paid overtime in accordance with the provisions of 5 U.S.C. § 5542.
 - a. Criminal Investigators may receive overtime compensation at the rates provided in the statute, and with the concurrence of the employee's supervisor, when the work is scheduled in advance of the administrative workweek, and is either:
 - i) In excess of ten (10) hours on a day during such employee's basic forty (40) hour workweek; or

- ii) On a day outside such employee's basic forty (40) hour workweek.
 - b. Employees receiving availability pay shall be compensated for all other overtime work under 5 U.S.C. 5545a.
5. Where the Employer has determined to authorize Administratively Uncontrollable Overtime (AUO), it will pay all National Park Service Law Enforcement Personnel AUO in accordance with applicable law, rule and regulation. Law Enforcement Personnel will receive AUO pay to the extent that the payment will not cause the total of the employee's basic pay and premium pay (including AUO pay, regularly scheduled overtime pay, night pay, Sunday pay, holiday pay, and hazardous duty pay) for any biweekly pay period to exceed the greater of:
- a. The maximum biweekly rate of basic pay payable for GS-15 (including any applicable locality-based comparability payment under section 5304 or similar provision of law and any applicable special rate of pay under 5 U.S.C. 5305 or similar provision of law);
or
 - b. The biweekly rate payable for level V of the Executive Schedule.
- E. Approval Process.
- 1. All NPS employees may request and be considered for any of the described work schedules. The request should be made in writing to the supervisor at least one pay period in advance. A personnel action is required to change an employee's work schedule. Approval of work schedules will be granted absent a showing that the approval would substantially disrupt the Employer in carrying out its functions.
 - 2. Management's denial of a request for a particular work schedule will be provided to the employee in writing, stating the reasons for such denial.
 - 3. Consistent with 5 CFR § 610.121, an employee will be informed of a unilateral management cancellation or revision of their approved work schedule in writing one (1) workweek in advance of the change.

Section 2 – Accounting and Recordkeeping

- A. Time accounting/time and attendance reports. Because some employees working alternative schedules will arrive and depart at varying times, it is important that a system exist to provide accountability for hours worked and to ensure the credibility of the program from the perspective of employees, management, our customers, and the public. Time and attendance reports will accurately report the actual hours worked each day of the pay period. An employee working an approved alternative schedule will personally sign in when reporting for work and sign out when leaving work each day. The Employer may maintain and retain sign-in/sign-out records for each individual organization. The record will be a single written listing for each office, with all

employees signing in/out chronologically upon arrival and departure. The written sign-in/sign-out sheet shall be the only required record for recording arrival and departure times for employees on an alternative work schedule.

- B. Excused Absence and Schedule Adjustment. In accordance with 5 CFR § 630.206, if an employee is unavoidably or necessarily absent for less than one hour, or tardy, the Employer may excuse him/her without charge to leave or may allow the employee to make up the lost time.

ARTICLE 9: HOLIDAYS

Section 1

Employees are entitled to all Federal holidays. Holidays that fall on weekend days will be celebrated either on Friday or on Monday, as determined by the Office of Personnel Management (OPM).

Section 2

- A. Periodically the Employer requires the services of employees on an established legal holiday. In those cases where holiday work does not require a specific individual, the following procedures will apply:
1. The Employer will seek to fill its needs first through qualified volunteers from within the office or temporary duty station where the work assignment will be completed. If there are more qualified volunteers than necessary to fulfill the assignments, volunteers will be selected in order of seniority (by SCD).
 2. If the method described in item (1) above does not provide sufficient volunteers, the Employer will compile a list of all employees qualified to perform the holiday assignment. Involuntary holiday assignments will be made on a rotational basis beginning in order of reverse seniority (by SCD).
 3. Ties will be broken by making the assignments to the employee whose last name is first in alphabetical order.
- B. An employee involuntarily scheduled for a holiday assignment may request a hardship deferral and the Employer will approve the request absent severe workload disruption. If a deferral is granted, the employee will be replaced in the rotation of holiday assignments by the next employee in the rotation, in accordance with Section A.2. above.
- C. With the exception of emergency situations, and to minimize the adverse repercussions of assigning employees to work on holidays, the Employer will strive to provide at least five (5) workdays advance notice to the employees of the affected work unit regarding the specifics of required holiday work.

Section 3

The Employer will seek to avoid holiday assignments that result in employees working excessively long periods without a day off.

ARTICLE 10: OVERTIME AND COMPENSATORY TIME

Section 1

In general, an employee's work will be scheduled during his/her regular duty hours. However, the Employer will compensate employees for work performed outside normal duty hours if the supervisor approves the overtime hours in advance.

Section 2

Overtime will be calculated in fifteen (15) minute increments. Work performed for less than seven and one half (7.5) minutes will be rounded down to the nearest fifteen (15) minute increment, and work performed for more than seven and one half (7.5) minutes will be rounded up to the nearest fifteen (15) minute increment.

Section 3

So that employees can know whether they are exempt or nonexempt for purposes of the Fair Labor Standards Act, the Employer will indicate each employee's FLSA status on the Standard Form 50.

Section 4

Nothing in this Article precludes or impairs FLSA exempt employees from filing a claim for "induced" overtime or FLSA nonexempt employees from filing a claim for "suffered or permitted" overtime. For example, if a nonexempt employee performed work for the benefit of the Employer, the supervisor knew or had reason to believe that the work was being performed, and the supervisor had an opportunity to prevent the work from being performed, the work may be considered "suffered or permitted" and be compensable.

Section 5 – Overtime Pay or Compensatory Time Off Decision

- A. All non-exempt employees decide whether they want to receive overtime pay or compensatory time off for approved hours worked in addition to their normal tour of duty. The Employer cannot require non-exempt employees to accept compensatory time in lieu of overtime pay for work beyond the employee's tour of duty. The employee and supervisor will ensure that the employee needs overtime to complete a project within the timeframe or to meet additional time requirements of fieldwork, training, or conferences.
- B. Often, exempt employees receive compensatory time for approved hours worked in addition to their normal tour of duty. Management can approve overtime pay in lieu of awarding compensatory time for exempt employees if funds exist to support the additional cost inherent in overtime pay.

Section 6

- A. Overtime will be distributed as equitably as possible among equally qualified employees based on the skills needed to perform the overtime work as identified by the Employer.

Except in those cases where overtime is required to be worked by a specific individual (e.g., completion of a legal brief), the following procedures will apply:

1. The Employer will seek to fill its needs first through qualified volunteers from within the office or temporary duty station where the work assignment will be completed. If there are more qualified volunteers than necessary to fulfill the assignments, volunteers will be selected in order of SCD.
 2. If the method described in item (1) above does not provide sufficient volunteers, the Employer will compile a list of all employees qualified to perform the overtime assignment. Involuntary overtime assignments will be made on a rotational basis beginning in order of inverse SCD.
- B. An employee may, upon request, be released from an overtime assignment if a qualified replacement is available and willing to work. An overtime assignment should not be required if the overtime assignment will impair the health of the employee or cause an extreme hardship. If a deferral is granted, the employee will be replaced in the rotation of overtime assignments by the next employee in the rotation, in accordance with subsection A.2. above.
- C. With the exception of emergency situations, and to minimize the adverse repercussions of assigning employees to work overtime, the Employer will strive to provide at least five (5) workdays advance notice to the employees of the affected work unit regarding the specifics of required overtime work.
- D. The Employer will make available to the Union, upon request, current records of overtime assignments of employees to aid in resolving individual claims of unfair and inequitable distribution.

Section 7

Employees required to be on stand-by duty will be compensated in accordance with applicable law and regulation.

Section 8

The Employer will seek to avoid overtime assignments that result in employees working excessively long periods without a day off.

Section 9

It is the policy of the Employer to compensate employees for all overtime work. An employee will not be asked or expected to forgo his/her proper compensation.

Section 10

- A. Work schedules and overtime provisions for Law Enforcement Personnel (0025 Series - Protection) and Criminal Investigators (1811 Series) will comply with applicable law and Government-wide regulations. Law Enforcement Personnel and Criminal

Investigators will not be penalized for accepting an administrative assignment, such as central office or training positions.

- B. All National Park Service Criminal Investigators (1811 Series) shall be paid availability pay in accordance with the provisions of 5 U.S.C. § 5545A. Availability pay shall be paid to ensure the availability of the investigator for unscheduled duty. The investigator is generally responsible for recognizing, without supervision, circumstances that require the investigator to be on duty or be available for unscheduled duty based on the needs of the Employer. Availability pay provided to a criminal investigator for such unscheduled duty shall be paid instead of premium pay provided by other provisions of 5 U.S.C. § 5545A, except premium pay for regularly scheduled overtime work as provided under 5 U.S.C. § 5542, night duty, Sunday duty, and holiday duty.
- C. Where the Employer has determined to authorize Administratively Uncontrollable Overtime (AUO), it will pay all National Park Service Law Enforcement Personnel AUO in accordance with applicable law, rule and regulation.

ARTICLE 11: TELEWORK

Section 1 – General Guidelines

An employee's official duty station is either the government-provided office at the employee's official duty station or his/her remote duty location as designated on the employee's SF-50. Use of a workplace other than the official workplace requires approval under this policy. The Employer encourages the use of alternative workplaces, including telework. Telework changes the environment in which an employee performs the work. Employee participation in the telework program is voluntary, and the Employer shall not compel an employee to participate in the telework program.

- A. Regular telework is telework that occurs as part of an ongoing, regular scheduled written telework agreement.
- B. Situational telework is telework that is approved on a case-by-case basis, where the hours worked were NOT part of a previously approved, ongoing and regular telework schedule. Examples of situational telework include telework as a result of inclement weather, doctor appointment, or special work assignments, and is sometimes also referred to as situational, episodic, intermittent, unscheduled, or ad-hoc telework.
- C. "Telework-ready" means that an employee:
 - 1. is eligible to telework;
 - 2. has executed and is currently subject to a written telework agreement;
 - 3. is regularly scheduled to telework or approved for situational telework; and
 - 4. has sufficient portable work.

Section 2 – Eligibility Considerations

The intent of the Telework Enhancement Act of 2010 is to encourage agencies to allow employee participation in the telework program to the maximum extent possible without diminished employee performance; therefore, the Employer shall approve all requests for telework that meet eligibility requirements. Considerations for telework eligibility include, but are not limited to:

- A. The extent to which key tasks and processes can be performed outside of the traditional office.
- B. The extent to which needed information can be accessed, sent, or received from outside the office, with the proper technology.
- C. The extent to which support requirements can be fulfilled when the job/function is being performed remotely.

- D. Conditions prompting government agencies to recommend contingency procedures such as moving to an alternate worksite or dispersing the workforce.
- E. Other job specific criteria as appropriate.

Section 3 – Initiating a Telework Agreement

- A. All employees may apply for and be considered for participation in the telework program.
- B. An employee who wishes to telework will initiate a request to telework through his/her immediate supervisor and may do so at any time. The employee will also submit a request via the online Department of Interior Telework Agreement Form (DI-3457) (<https://eforms.doi.gov>). Should DOI change the current form, the Employer shall provide notice to the Union and bargain to the extent required by law, rule and the parties' collective bargaining agreement.
- C. Upon receipt of the request, the supervisor will evaluate the employee's and position's suitability for participating in the program. The supervisor will review the application form with the employee and will approve or disapprove the telework request within fourteen (14) calendar days. In the case of the denial of a request to telework, the supervisor will provide a written explanation on the form of the reasons for the denial.

A supervisor disapproval of the employee's telework request may be appealed for reconsideration at any time with the next higher level of supervision.

- D. If approved, the employee and supervisor will complete the online version of the Department of Interior Agreement (Form DI-3457) and if necessary the Alternate Worksite Work Agreement (Appendix 11-3) and complete the Supervisors Checklist (Appendix 11-4). The agreement will also be signed by the employee and first line supervisor. The Employer will retain the completed and signed agreement and a copy will be provided to the employee.
- E. The employee is responsible for ensuring that his/her home space complies with health and safety requirements; is clean and free from obstructions; complies with all building codes; and is free of hazardous materials.
- F. A supervisor may deny an employee the opportunity to participate or may terminate a telework agreement if the telework workplace hinders an employee's ability to meet work requirements, including the delivery of work products or if there are safety problems or evidence of hazardous materials at the telework workplace.
- G. Telecenters may be approved as alternate worksites.

Section 4 – Impact on Work Schedules

- A. Telework policies and procedures have no impact on the current work schedule provisions governing covered employees. Eligible employees on telework will work

tours of duty that are consistent with the established hours of business and authorized work schedules for the Employer. Supervisors will approve telework schedules in advance to ensure that the employee's time and attendance can be properly certified and to preclude any liability for premium or overtime pay.

- B. Time and attendance reporting procedures will remain the same for employees who telework. Employees will document days and hours spent telework at an alternative worksite on their time sheet each pay period. Supervisors will employ methods that provide for a reasonable assurance that employees on telework are working when scheduled, are paid for work performed and that absences from scheduled tours of duty are accounted for (e.g., through e-mail communication; by determining the reasonableness of the work output for the time spent).
- C. During the regular duty hours, absences from the alternative worksite (e.g., visits on official business to attend meetings or use of annual or sick leave) will be coordinated with and approved by the supervisor at the earliest time practicable.
- D. All rules governing premium pay apply to employees on telework. Employees will be paid overtime when ordered and approved in advance by the supervisor. Supervisors are responsible for ensuring that employees on telework request overtime and with the supervisor's approval of overtime only work on agreed upon duties.
- E. Employees are expected to attend scheduled meetings, workshops, etc., at the office or other local site regardless of whether they are working within their telework workplace. However, the Employer is encouraged to promote options for remote participation.

Section 5 – Situational Telework

Situational telework agreements will be approved in advance by the supervisor in accordance with Section 2 above.

Bargaining unit employees will notify and seek approval from supervisors prior to taking a telework day(s) pursuant to a situational telework agreement (unless the situational telework agreement specifies otherwise).

Employees who are injured, recuperating and/or physically limited, may be able to work at home (i.e., telework) and complete work assignments while minimizing time away from the job.

Section 6 – Altering or Terminating an Agreement

If, at any time, it is determined by management that a telework arrangement is having an adverse impact on work operations, the arrangement may be modified or terminated by the supervisor with fourteen (14) calendar day advance written notice.

Section 7 – One-Year Review

After each twelve-month period of participation in the telework program, the supervisor and employee will meet for the purpose of discussing, reviewing and updating the telework agreement. The Supervisor is responsible for initiating the review.

Section 8 – Equipment and Information Technology

- A. Employees who are approved to be on telework will use a government-owned computer and software, configured in accordance with specifications established by the Employer. The Employer's provided equipment must not be altered or upgraded in any way (expanded memory, etc.), except by Information Technology staff, unless otherwise permitted. The Employer will not be liable for damages to an employee's personal or real property while the employee is working at the alternative workplace. Employees will comply with the Employer's Internet Limited Policy when working at a telework site.
- B. The Employer has determined that it will strive to provide a government-owned computer and software to those employees approved for telework. For example, the Employer has determined that when an employee's computer is "refreshed," the employee may select either a desktop computer or a laptop with a docking port.
- C. If necessary, the Employer shall reimburse employees participating in a telework program for the following: the cost of business related long distance phone calls. However, the Employer may choose to provide employees with prepaid phone cards.
- D. If there is a problem with the hardware or software applications on the teleworking equipment, the employee is required to contact their immediate supervisor to report the problem. Support may be provided via the telephone during normal business hours. Employees on telework should not expect after-hours and weekend support. If the problem cannot be resolved over the telephone, the employee is required to bring the equipment onsite the next workday so that the problem can be resolved. From that day until the equipment is repaired or replaced, the employee will report to work at their designated worksite.
- E. Employees approved for telework will be required to obtain and maintain internet access through an internet service provider. This will enable them to access the Employer's email system, reference materials, and other information necessary to ensure the capability to work "virtually" outside of the office. Employees on telework will access the Employer's network through the Network Management Office high-capacity Virtual Private Networking (VPN) and an Internet Service Provider (ISP). VPN connectivity requires availability of a standard telephone line, cable, DSL or other internet access at the alternate worksite.
- F. Employees and supervisors need to ensure the employee that can receive telephone calls while working at the alternative worksite, including during those times the employee is utilizing the internet access. Eligible employees on telework will use Employer issued

calling cards for all business-related long distance telephone calls from the alternate worksite.

- G. Employees on telework will ensure that all Employer records and information (electronic and hard copy) are protected under the terms of the Privacy Act and NPS ADP security requirements.
- H. Employees on telework are responsible for taking reasonable precautions in preventing any loss or damage to equipment issued to them.

Section 9 – Office Closure

A. Employees with Telework Agreements.

1. In the event of a delayed arrival or early dismissal, telework-ready employees scheduled to report to work at their official duty station and/or who have already reported to their official duty station, will be granted administrative leave for the authorized timeframe.

In the event of an office closure, delayed arrival or early dismissal, telework-ready employees already scheduled to telework that day are expected to telework the entire workday.

2. The Employer will notify telework-ready employees who are in the traditional worksite by 2 p.m. the prior workday or confirm receipt of actual notice to employees when circumstances arise that may result in a government closure and to bring sufficient equipment and portable work to their alternate worksite (AWS). Such employees who were at their traditional worksite during or after the announcement will then bring sufficient equipment to the AWS and be prepared to work. If the office closes and the Employer did not provide advance notification by 2 p.m. of a potential closure or actual notice as described above, and the employee was not scheduled to telework, and the employee does not have the necessary equipment and work to perform, such employees will be granted administrative leave.
3. Telework-ready employees must advise their supervisors if they are prevented from working due to a disruption (e.g., electricity/internet connectivity issues, childcare/elder care issues) at the AWS during a government closure. Supervisors may grant administrative leave for events that disrupt or prevent work and/or that present a dangerous environment for the teleworker. Administrative leave may not exceed the lesser of the duration of the event or the government closure.
4. As authorized by an OPM or Employer announcement, a telework-ready employee shall be permitted to telework in lieu of taking unscheduled leave when the government is open but the employee is unable to travel to the traditional worksite. The following conditions must be met:

- a. The employee’s supervisor approves telework during the emergency;
 - b. The employee has sufficient work to perform at the AWS;
 - c. The employee has sufficient equipment at the AWS to perform such work; and
 - d. The AWS is operational (e.g., has power).
5. If there is an emergency situation at the AWS when the employee is teleworking, and the main office is open, then the employee must either return to the main office or request appropriate leave. However, where the travel time from the AWS to the main office exceeds the number of hours remaining in the workday, then, the employee may request and will be granted administrative leave.
 6. If the Employer declares or is subject to a work status change whereby the status is “Open with Option for Unscheduled Leave or Unscheduled Telework,” and the employee is telework ready, then the employee will notify his/her supervisor if he/she would like to opt for unscheduled telework that day.

B. Employees Not on Telework Agreements.

Employees who do not have a telework agreement, where the office site is open but an emergency situation (including weather related) results in the employee being subject to dangerous commute conditions, shall have the option to come to the office or be granted unscheduled leave, or advanced leave to the extent permitted by law.

Section 10 – Childcare/Eldercare

Pursuant to law, rule and regulation, telework is not designed to substitute for child or other dependent care. Allowances for temporary work-at-home and emergency work arrangements, including any approval for administrative leave, can be addressed with the immediate supervisor.

During an office closure or other emergency, if a teleworker cannot find child or elder care due to the emergency, the supervisor may approve requests for unscheduled annual leave or, in appropriate circumstances, administrative leave.

Section 11 – Injury Compensation/Liability

Employees understand they are covered under the Federal Employee’s Compensation Act if injured in the course of actually performing official duties at the regular office or the alternate worksite. The employee agrees to notify the supervisor promptly of any accident or injury that occurs at the alternate workplace and to complete any required forms. The supervisor agrees to investigate such a report immediately. The Government will not be liable for damages to an employee’s personal or real property during the course of performance of official duties or while using Government equipment in the employee’s residence, except to the extent the

Government is held liable by Federal Tort Claims Act claims or claims arising under the Military Personnel and Civilian Employees Claims Act.

ARTICLE 12: TRAVEL AND PER DIEM

Section 1 – Travel Outside the Established Tour of Duty

- A. The Employer agrees to schedule travel during the regular work hours and workweek of the employee, to the maximum extent practicable. Employees may travel on their own time if they so choose and authorized by the Employer. The time spent traveling outside the established workday results in the travel being considered hours of work for non-exempt employees, and is compensable, if it meets the appropriate provisions of Title 29 of the Fair Labor Standards Act (FLSA), e.g., travel results from an event that cannot be scheduled or controlled administratively.
- B. If the meeting is within the control of the Employer, and it is administratively feasible, the Employer has determined that it will reschedule the meeting to avoid required travel on non-workdays. Emergency travel can be required on non-workdays.
- C. When a supervisor knows in advance that an employee's administrative workweek will differ from the regularly scheduled tour of duty, due to travel, the supervisor will reschedule the employee's administrative workweek to correspond with the specific days and hours the employee is expected to work.
- D. Employees traveling on their own time at their option are responsible for any additional costs resulting from travel deviations.

Section 2 – Travel During Established Tour of Duty

If circumstances require an employee's attendance at a temporary duty station at a time too early to permit travel on that day during the employee's regularly scheduled working hours, the employee may, with supervisory approval, travel during regularly scheduled hours on the preceding day. If the preceding day is a non-workday, an employee may travel during the regularly scheduled hours on the last workday preceding the non-workday. If an employee chooses to do so, subsistence reimbursement and use of the government travel card will be limited to what the employee would have been entitled to if traveling on a non-workday.

Section 3 – Return to Duty Station

- A. Employees who are unable to return from temporary duty stations during normal duty hours may, with supervisory approval, return that evening or the following day during normal duty hours. An employee electing to travel the next day should return at the earliest practicable opportunity during the regularly scheduled hours of work.
- B. If the scheduling of a meeting is within the control of the Employer, and it is administratively feasible, the Employer will attempt to reschedule the meeting to avoid required travel on non-workdays. Emergency travel can be required on non-workdays.

Section 4 – Advance Notice of Travel

If employees are required to travel, the Employer will provide employees with as much advance notice as reasonably possible.

Section 5 – Emergency Travel

In cases of emergency travel, an employee is expected to use the government issued individual travel card to cover necessary official travel expenses. The Employer will accommodate a traveler who does not have a travel card through a cash advance or other government provided means to avoid having an employee use personal funds to cover official travel expenses.

Section 6 – Reimbursement of Business-Related Travel Expenses

- A. The Employer agrees to reimburse employees when in a travel status for authorized expenses incurred by them in the discharge of their official duties to the extent allowable by law and government-wide regulation.
- B. Official travel generally begins when the employee leaves home, office or other authorized point of departure and ends when the employee returns home, to the office, or other authorized point.
- C. A per diem allowance will not be allowed for travel within employee's commuting area.

Section 7 – Use of Private Vehicle for Official Business

When a privately owned vehicle is used for official business, the employee providing such automobile will be reimbursed in accordance with government travel regulations. In no case may an employee be required to use his/her privately owned vehicle in connection with official business.

Section 8 – Voluntary Return for Non-Workdays

- A. When an employee in travel status voluntarily returns to his/her official duty station or residence for non-workdays, the maximum reimbursement for the round-trip transportation and per diem en route shall be limited to the per diem allowance and travel expenses that would have been allowed had the employee remained at the temporary duty station or actual travel expenses, whichever is less. The employee shall perform any such voluntary return travel during non-duty hours or periods of authorized leave.
- B. Employees who are required to routinely perform extended periods of temporary duty may, at the Employer's discretion and within the limits of appropriations available for payment of travel expenses, be authorized round-trip transportation expenses and per diem en route for periodic return travel to their official duty station or residence for non-workdays.

Section 9 – Illness During Travel

When an employee in a travel status becomes ill and is expected to remain so for any significant length of time, the Employer will cover all normal travel expenses in connection with returning that employee to his/her normal post of duty area as promptly as possible.

Section 10 – Denial of Claim for Reimbursement of Travel Expenses

- A. If the review of a travel claim by a Voucher and Accounting Technician (V&A Tech) discloses irregularities, the V&A Tech will notify the traveler as soon as practical and attempt to resolve the irregularity with the traveler. If the Accounting Operations Center (AOC) finds the voucher improper, the AOC will return the voucher to the traveler within nine (9) calendar days and include a written explanation of the reason(s) for the return and a contact in the AOC for assistance.

- B. Consistent with the Federal Travel Regulations (FTR), if an audited voucher contains some items not properly supported or allowable, the traveler will be reimbursed initially only for those items properly supportable or allowable. The employee will be notified in writing regarding disallowed items and provided an opportunity to provide additional information/documentation to support the claim. If still unable to support all or part of a claim, the employee will be notified, in writing, why the claim remains suspended and/or disallowed and the process for filing a supplemental/reclaim voucher or appeal with the Civilian Board of Contract Appeals.

Section 11 – Travel Voucher

- A. In accordance with the FTR, employees are to submit a completed travel claim normally within seven (7) calendar days after the end of the travel. If the employee is in a continuous travel status, the employee is to complete and submit a travel claim at least once every thirty (30) days when practicable.

- B. The Employer will reimburse the employee within thirty (30) calendar days from the date the voucher is received from the traveler. If the voucher is returned to the traveler because of questionable claims or because it is incomplete, the thirty (30) day time limit will resume when the voucher is resubmitted and received at the AOC.

- C. If the Employer fails to meet the thirty (30) calendar day limit following submission of a complete and proper travel voucher, the Employer will reimburse the employee with a late payment fee per the provisions of the Federal Travel Regulations. When an employee's late payment was due solely to administrative problems not within the employee's control, the travel voucher approving official or the servicing finance office (wherever the administrative delay occurred) will, at the employee's request, explain in writing to the credit card company that the late payment was not due to the employee submitting a late or incomplete voucher.

- D. Upon request, the Employer agrees to determine the status of an employee's travel voucher and provide the employee with the status and reason why a payment has not been received twenty-one (21) calendar days after an employee submitted his/her travel voucher to his/her supervisor.

Section 12 – Time in Travel Status Defined

- A. Time spent traveling will be considered hours of work and therefore compensable for employees non-exempt from the FLSA if:
1. An employee is required to travel during regular working hours;
 2. An employee is required to drive a vehicle or perform other work while traveling;
 3. An employee is required to travel as a passenger on a one-day assignment away from the official duty station; or
 4. An employee is required to travel as a passenger on an overnight assignment away from the official duty station during hours on non-workdays that correspond to the employee's regular working hours.
- B. Time spent in a travel status away from the official duty station for employees exempt from the FLSA shall be deemed employment only when:
1. It is within his/her regularly scheduled administrative workweek, including regular overtime work; or
 2. The travel:
 - a. Involves the performance of work while traveling;
 - b. Is incident to travel that involves the performance of work while traveling (such as deadhead travel in order to drive an empty truck back to the point of origin); or
 3. The travel is carried out under arduous conditions (such as traveling by foot, on horseback, or over rugged terrain in the back of a vehicle); or
 4. The travel results from an event that could not be scheduled or controlled administratively, including travel by an employee to such an event and the return of such employee from such an event to his/her official duty station (such as training scheduled solely by a private firm or job-related court appearance required by a court subpoena).

Section 13 – Access to Travel Regulations

A copy of official NPS travel regulations and/or guidelines and GSA travel regulations will be made accessible to employees on the Employer's Intranet site. These guidelines will include the appropriate use of government credit cards. All such regulations and guidelines will be explained to the employees upon request. The Employer agrees to provide the Union notice of changes to government travel regulations in accordance with Article 52.

ARTICLE 13: ANNUAL LEAVE

Section 1

- A. Employees shall earn annual leave in accordance with applicable laws and government-wide regulations.
- B. Employees may utilize annual leave in fifteen (15) minute increments. Annual leave may not be charged in increments of less than fifteen (15) minutes.

Section 2 – Requests for Annual Leave

- A. Approval of an employee's request for annual leave generally will be granted when the employee has given reasonable advance notice unless the employee's service cannot be reasonably spared for the time requested, consistent with workload and staffing needs. Leave requests will be made using QuickTime. The Employer shall make every reasonable effort to grant such employee requests. Full consideration will be given to each employee's preferred vacation period.
- B. Supervisors will consider and respond to requests for annual leave according to the following process:
 - 1. Consistent with Section 2.A of this Article, employee requests for annual leave will be approved, consistent with workload and staffing needs.
 - 2. Where an employee's request for annual leave conflicts with the requests of other employee such that to grant leave to all who have requested it would be inconsistent with workload and staffing needs, the supervisor will inform the affected employees and will provide the reasons that one or more requests cannot be approved.
 - 3. Affected employees will be afforded the opportunity to work out modifications to their requests that will allow more employees' requests to be approved, subject to review and approval of the supervisor.
 - 4. If the affected employees cannot resolve the competing requests among themselves, the supervisor will approve the leave requests in the order that they were received.
- C. Emergency requests for annual leave will be evaluated on a case-by-case basis.
- D. In all cases where a request for annual leave is denied, the supervisor will provide the employee with the reason for denial in writing.

Section 3

An employee's request for annual leave for unforeseen or emergency reasons shall be made as soon as possible by contacting the employee's immediate supervisor or acting supervisor. An employee shall call his or her immediate supervisor or acting supervisor at that supervisor's

work number and communicate the request. If the supervisor or acting supervisor is unavailable, the employee shall leave a voicemail detailing his or her request.

Section 4

Upon advance request, the Employer shall make every reasonable effort to grant, consistent with workload and staffing needs, an employee's request for annual leave that occurs on a religious holiday.

Section 5

Employees are encouraged to submit requests for a period of annual leave of more than forty (40) or more consecutive hours (or thirty-two (32) hours in a week containing a holiday) as far in advance as possible. If possible, "use or lose" annual leave should be requested no later than three (3) pay periods prior to the end of the leave year.

Section 6

Upon written request, employees may change annual leave previously authorized to sick leave where sick leave is appropriate subject to the terms of Article 14, Sick Leave. This requirement does not apply to situations where the law specifically allows for substitution of annual leave for sick leave, e.g., substituting annual leave for sick leave in connection with the Leave Share Program.

Section 7 – Bereavement

Absent an emergency situation, as defined by 5 U.S.C. § 7106 (a) (2) (D), upon request, an employee will normally be granted annual leave or leave without pay for up to five (5) days in case of a death in the immediate family in accordance with this Article. Employees may also be eligible for Sick Leave consistent with Article 14, Family Leave consistent Article 18 and/or Leave Without Pay consistent with Article 19.

Section 8

During the month of October each year, the Employer will issue a memorandum to all employees advising and reminding employees of the regulations concerning "use or lose" annual leave and the need to request annual leave to avoid unintended forfeiture of such annual leave.

Section 9

The Employer agrees that annual leave will be requested by the employee, scheduled and approved in accordance with 5 CFR § 630.308 so that employees will not lose annual leave at the end of the leave year whenever possible, consistent with work requirements. Employees may carry over annual leave at the end of the leave year if the annual leave was approved and scheduled in advance and the employee was prevented from using the leave due to a business exigency and/or illness. An employee may also carry over annual leave due to administrative error that results in annual leave being forfeited through no fault of the employee.

Section 10

When leave has been requested and approved, the Employer will not rescind approval absent an emergency situation, as defined by 5 U.S.C. § 7106 (a) (2) (D) or unanticipated business need. When previously approved leave must be canceled, the employee will be notified and will be advised on the change in writing and be provided an explanation as to why the action was taken. Every reasonable effort shall be made to accommodate the employee to reschedule his/her leave. The Employer will make every reasonable effort not to cancel previously approved leave, particularly where an employee's expenses are non-refundable.

Section 11

Upon request, the Employer will provide to each employee a statement indicating available leave balances at the time of separation. If the employee does not agree with the amounts of leave indicated, he or she will be allowed to submit any evidence and/or documentation to support this claim. The Employer will consider any information provided and, where appropriate, readjust the leave balance accordingly.

Section 12

The granting of advanced annual leave by the Employer is discretionary. Subject to workload considerations, the Employer will normally grant advanced annual leave when the employee requesting advanced annual leave:

- A. has completed the first year of his/her probationary or trial period;
- B. has served more than ninety (90) days in his or her current appointment;
- C. is eligible to earn annual leave;
- D. does not request more advanced leave than would be earned during the remainder of the leave year or for the remainder of the period during which the employee will be employed;
- E. is not on a leave restriction letter or has not been the subject of a leave-related action within the last twelve (12) months; and
- F. has an outstanding advanced annual leave balance of no more than forty (40) hours and is requesting annual leave either because the employee has a serious health condition or needs to care for a family member with a serious health condition.

ARTICLE 14: SICK LEAVE

Section 1

Employees will earn sick leave in accordance with applicable statutes and regulations. Employees may utilize sick leave in fifteen (15) minute increments. Employees may not be charged sick leave without consent.

Section 2

- A. Approval of sick leave will be granted to employees when they are incapacitated for the performance of their duties by such reasons as sickness, injury, pregnancy, or a period of emotional bereavement caused by the death of a close relative or equivalent.
- B. Normally, absence due to bereavement is charged to sick leave; an employee may not be charged LWOP or have any leave charged against his or her Family and Medical Leave Act entitlement, unless specifically requested by the employee and approved by the Employer.
- C. Under certain circumstances involving contagious diseases as set forth in applicable statutes and regulations, and for medical, dental, or optical examination or treatment when required and requested prior to the beginning of the absence, sick leave will also be approved.
- D. Employees will be granted approval of sick leave if they are required to give care and attendance to a member of their immediate family who is afflicted with a contagious disease (to be applicable, the family member's disease must be contagious and, as ruled by the health authorities having jurisdiction, be subject to quarantine; require isolation of the patient; or require restriction of movement of the patient for a specified period) or if the employee's presence at the worksite would jeopardize the health of others because of exposure to a contagious disease.
- E. Notice of unanticipated sick leave, not requested in advance will be given by the employee to the supervisor as soon as possible, and in no event later than two (2) hours after normal time of reporting for work on the first day of absence. If the degree of illness or injury prohibits compliance with the two (2) hour limit, the employee will report the absence as soon as possible.

Section 3

- A. Employees may be required to furnish reasonably acceptable evidence to substantiate a request for approval of sick leave if sick leave exceeds three (3) consecutive workdays. Medical certificates must: (1) include a statement that the employee is under the care of physician; (2) include a statement that the employee was incapacitated for duty and the days the employee was incapacitated; (3) include information concerning the expected duration of the incapacitation; and (4) must be signed by or contain the stamped signature of the health care provider.

- B. Employees will not be required to furnish reasonably acceptable evidence to substantiate a request for approval of sick leave for periods of three (3) consecutive workdays or less except as provided for in subsection 3.C below.
- C.
1. Where the Employer has reasonable grounds to question whether an employee is properly using sick leave (for example, when sick leave is used frequently or in unusual patterns or circumstances), the Employer may inquire further into the matter and ask the employee to explain. The Employer shall take reasonable action to preserve the employee's privacy. Absent a reasonably acceptable explanation, the employee will be orally counseled that continued frequent use of sick leave, or use in unusual patterns or circumstances, may result in a written requirement to furnish acceptable documentation for each subsequent absence due to illness or incapacitation for duty, regardless of duration.
 2. If reasonable grounds continue to exist for questioning an employee's use of sick leave, the Employer may request that the employee provide reasonably acceptable evidence from the employee's caregiver. This evidence will indicate that the employee is under medical care, is incapacitated for duty, and the expected duration of such incapacitation. The Employer shall take reasonable action preserve the employee's privacy.
 3. If reasonable grounds continue to exist for questioning an employee's use of sick leave, the employee may be notified in writing that for a stated period (not to exceed six (6) months) no request for sick leave, or other leave in lieu of sick leave, will be approved unless supported reasonably acceptable evidence. Any such written notice will describe the frequency, patterns, or circumstances that led to its issuance.
- D. Employees who, because of illness, are released from duty, and are not subject to the restrictions of subsection 3.C above, will not be required to furnish reasonably acceptable evidence to substantiate sick leave for the day released from duty. Subsequent days of absence will be subject to the provisions of subsections 3.A, 3.B, and 3.C above.
- E. Employees who are not subject to the restrictions of subsection 3.C above will not be required to furnish reasonably acceptable evidence on a continuing basis if the employee suffers from a chronic condition that does not necessarily require medical treatment although absence from work may be necessary and the employee has previously furnished medical certification of the chronic condition. The Employer may periodically require further reasonably acceptable evidence to substantiate an employee's continued use of this provision.

Section 4

- A. An approved absence, which would otherwise be chargeable to sick leave, will be charged to annual leave if requested by the employee and there is no just cause for the Employer to deny such request.
- B. An employee who becomes ill while on annual leave may have the time of illness changed to sick leave provided that the employee notifies the supervisor on the first day of the illness and otherwise complies with the requirements of Section 3 of this Article.

Section 5

An employee will be given advanced sick leave when all of the following conditions are met:

- A. The employee is eligible to earn sick leave;
- B. The employee's request does not exceed thirty (30) workdays;
- C. There is no reason to believe the employee will not return to work after having used the leave;
- D. The employee has provided acceptable medical documentation of the need for advanced sick leave;
- E. The employee has a serious disability or ailment (consideration of this factor should not be interpreted as restrictive as "serious health condition" under the Family and Medical Leave Act; 5 CFR 630.1202 and Article 18, or for purposes relating to the adoption of a child;
- F. The employee is not subject to the restriction of subsection 3C above; and
- G. Even if all of the conditions above have been met, the Employer may deny advanced sick leave to probationary employees.

Section 6

The Employer will treat as confidential any medical information given by an employee in support of a request for sick leave. The Employer may disclose such information subject to its Privacy Act obligations, for work related reasons on a need to know basis only.

Section 7

The Employer will implement this Article consistent with 5 CFR § 630 as appropriate.

Section 8

Sick leave records will not be made public and will be kept confidential.

Section 9 – Sick Leave Restriction

- A. When making a determination regarding sick leave restriction, the Employer shall not consider an employee's annual leave balance.

- B. Any and all leave restrictions imposed by the Employer will be reviewed in writing every forty-five (45) days to determine if the circumstances giving rise to the restriction have changed.

ARTICLE 15: FITNESS FOR DUTY EXAMINATIONS

Section 1

The Employer may order an employee to undergo a fitness for duty examination only in accordance with applicable Federal laws and regulations.

Section 2

Except in emergency situations, an employee is entitled to five (5) workdays advance written notice that he/she is to take a fitness for duty examination. The notice will set forth the reasons for the examination, the general scope and character of the examination, and the consequences of the failure to cooperate.

Section 3

The Employer will pay for all costs associated with fitness for duty examinations ordered or offered in accordance with applicable Federal laws and regulations.

ARTICLE 16: ADMINISTRATIVE LEAVE

Section 1

Administrative leave is an excused absence from duty administratively authorized without loss of pay and without charge to leave.

Section 2 – Voting

- A. As a general rule, when the voting polls are not open at least three (3) hours either before or after an employee’s regular hours of work, such employee shall be granted an amount of administrative leave to vote that will permit the employee 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. If a manager refuses to allow an employee administrative time off to vote, the matter will immediately be referred to the employee’s second-line manager for a determination whether the granting of administrative time off is appropriate.

- B. The Employer will provide employees notice of their rights under this Section on an annual basis.

Section 3 – Office Closures

- A. If the Employer must close a facility because of severe weather conditions or an emergency situation, as determined by the Employer, administrative leave will be granted to those employees on official duty in accordance with applicable law and regulation. If this decision is made prior to the start of the business day, a reasonable mechanism will be established to inform employees.

- B. For areas outside the Washington, DC commuting area, if severe weather conditions or an emergency situation exists and the official duty station is not closed, employees’ supervisors may excuse short periods of tardiness without charge to leave.

- C. Factors used by the Employer in a decision to grant administrative leave when severe weather conditions or emergency situations prevail include:
 - 1. Public announcements by the State officials that only essential individuals be on the road;
 - 2. The closing of major highways by State officials and/or the impassability of service roads and local streets;
 - 3. Distance between the employee’s residence and place of work;
 - 4. Mode of transportation normally used and efforts by the employee to get to work;
 - 5. Success that other similarly situated employees had in reporting to work; and

6. The closing of other U.S. government facilities in the employee's geographic area.
- D. In the event of an early closing of a facility, employees will be notified as promptly as possible after the decision is made that they may leave work at no charge to leave or loss of pay. The early dismissal will have no effect on the leave or pay of employees not in duty status when the dismissal became effective.
- E. It is recognized that the Employer is not required to, but may, grant administrative leave pursuant to this Section if an employee residing outside the commuting area is precluded from reaching work when those residing within the commuting area are able to reach work. This will be fairly applied on a case by case basis.

Section 4

- A. Tardiness. Employees are expected to report for work on time and to be present for their assigned tour of duty. Reasons for tardiness may be reported promptly to the employee's supervisor. Infrequent tardiness of less than one (1) hour may be excused by the supervisor. Frequent instances of tardiness or lengthy periods of tardiness may be charged to annual leave or absence without leave as determined by the supervisor.
- B. Blood Donation. Excused absence will be granted for up to four (4) hours, for blood donation based upon advanced request and consistent with workload and staffing needs. The Employer shall make reasonable efforts to release employees to donate blood.

Section 5

Administrative leave may be granted for attendance at professional conferences.

Section 6

Subject to workload considerations, the Employer will grant an employee up to a total of two (2) hours administrative leave per calendar year for the purposes of attending a health benefits fair, reviewing health benefits information and materials, receiving financial counseling and seeking supplemental retirement counseling.

ARTICLE 17: LEAVES OF ABSENCE

Section 1 – Professional Development

- A. Any employee with five (5) years of consecutive service with the Employer is entitled to request a leave of absence without pay of up to one (1) year to engage in full-time, Employer-related study. A program of study will be found to be Employer-related if it will significantly assist the employee to do his/her current job or some other job within NPS to which the employee can reasonably aspire. It is understood that such requests will be granted if the following criteria are met:
1. The employee's absence will not hinder the Employer's ability to carry out its mission; and
 2. If the leave of absence is one that combines work and study, the work portion is subject to Article 42: Outside Employment; and
 3. The employee understands that when taking such a sabbatical, NPS expects that the employee will remain with the Employer for at least one (1) year after the leave of absence is completed.
- B. The employee may use a combination of annual leave and leave without pay during the absence provided a uniform schedule for this purpose is established in advance of the absence.
- C. There is no limit as to the number of requests that may be granted by the Employer.

Section 2 – Return to Duty

- A. Subject to its right to assign employees, the Employer will attempt to accomplish the following to the extent possible:
1. place an employee returning from a leave of absence in the position held at the time that the leave of absence began;
 2. failing this, an effort will be made to place the employee in a like position in the commuting area; and
 3. failing either of the foregoing, the employee will be placed in a like position somewhere in the Headquarters office.
- B. Notwithstanding the above, nothing contained in this Article will restrict the Employer's ability to require the presence of an employee, pursuant to its right to assign work under 5 U.S.C. § 7106(a)(2)(B), should the Employer determine that the employee's services are necessary.

ARTICLE 18: ABSENCE FOR FAMILY CARE

Section 1

- A. The length of time for an absence due to maternity or adoption will be determined by the employee, her supervisor, and her physician. However, the Employer will not ordinarily require the employee to return to duty earlier than six (6) months after childbirth, consistent with workload and staffing needs. Sick leave may be used for the time due to delivery and recuperation. Annual leave may be used by the employee for a period of adjustment and to make arrangements for child care. Leave without pay, credit hours, or compensatory time may be substituted for sick or annual leave. The employee may use all, a part, or none of her available annual or sick leave time. In addition, an employee may, consistent with law and regulation, choose to use a combination of annual leave, sick leave, leave without pay, credit hours, or compensatory time during any pay period.
- B. The employee is responsible for notifying the supervisor of her intent to request leave for maternity reasons, including the type of leave, approximate dates, and anticipated duration. This will allow the supervisor to prepare for any staffing adjustments necessary to compensate for the employee's absence.
- C. The Employer may request that an employee complete a fitness for duty examination (see Article 15) if there is a question as to the employee's fitness to continue work before delivery or to return to work after delivery.
- D. The Employer will make a reasonable effort to accommodate a pregnant employee's request for a modification of duties or a temporary assignment when the request is supported by acceptable medical evidence.

Section 2

A male employee who has provided the Employer with reasonable advance notice may be absent on part-time or full time annual leave or leave without pay for a reasonable period of time for the purpose of assisting or caring for his minor children or the mother of his newborn child while she is incapacitated for maternity reasons. The Employer will make every reasonable effort to accommodate an employee's request for paternity leave, consistent with workload and staffing needs.

Section 3

Consistent with workload and staffing needs and to the extent provided by law, the Employer will provide part-time or job sharing opportunities for employees who have children under six (6) years of age and pursuant to this Article, will provide such opportunities for employees to care for their spouses, children, or parents with serious health conditions.

Section 4

- A. Consistent with the Family and Medical Leave Act, employees are entitled to a total of twelve (12) weeks of unpaid family and medical leave per year.

- B. An employee may substitute paid time off, that is annual leave, sick leave (as appropriate), compensatory time off, or credit hours for leave without pay.
- C. Employees must meet the criteria for leave and comply with the requirements and obligations under the Family and Medical Leave Act if they are required to give care and attendance to a member of their immediate family who is afflicted with a contagious disease (to be applicable, the family member's disease must be contagious and, as ruled by the health authorities having jurisdiction, be subject to quarantine; require isolation of the patient; or require restriction of movement of the patient for a specified period) or if the employee's presence at the worksite would jeopardize the health of others because of exposure to a contagious disease.
- D. Notice of unanticipated sick leave, not requested in advance, will be given by the employee to the supervisor as soon as possible, and in no event later than two (2) hours after normal time of reporting for work on the first day of absence. If the degree of illness or injury prohibits compliance with the two (2) hour limit, the employee will report the absence as soon as possible.

ARTICLE 19: LEAVE WITHOUT PAY (LWOP)

The Employer will consider all employee applications for leave without pay (LWOP). The Employer will administer LWOP equitably and approval or disapproval of employee requests will be made with due consideration of personal hardship and the needs of both the Employer and the employee in accordance with applicable laws, regulations and this Agreement.

ARTICLE 20: WORK ASSIGNMENTS

Section 1

- A. The Parties recognize that the workload that employees can manage is dependent on such factors as geographic area covered, the type of work assigned, the grade level of work, the volume of work, priority programs, and other assigned duties.
- B. Generally and except in unusual situations, the assignment of work will be related to the employee's position, i.e., the position description and qualification standards, taking into account the interests of accomplishing the office's mission in an efficient and effective manner. The assignment of work among employees who have the same position description will not generally be made in such a manner as to give an employee an unfair advantage, nor will the work be unfairly assigned to put an employee at a disadvantage for purposes of appraisals, evaluations, discipline, promotions, awards or other personnel actions.
- C. To the extent possible, employees will be assigned manageable workloads. In determining what is manageable, the Employer will consider such things as personnel ceilings, office workload, time limits, bona fide emergencies, type and grade of cases or work, priority programs, and other assigned duties of employees and the Employer.

Section 2

An employee is encouraged to discuss unmanageable workload issues with his/her supervisor at any time. If the matter remains unresolved, an employee may submit his/her concerns in writing. The supervisor will provide a written response within seven (7) calendar days addressing the resolution of the problem.

Section 3

The Parties recognize the importance of developing employees in the performance of all tasks assigned to their positions. Therefore, the Employer will consider employees' requests to enhance their experience in all tasks assigned to their positions, including the opportunity to do higher graded work for developmental purposes in accordance with Article 25.

ARTICLE 21: POSITION CLASSIFICATION

Section 1

- A. The Employer has determined that the position description for each position will accurately reflect the actual duties, responsibilities and the supervisory controls pertaining to the employee filling that position.
- B. The Employer has determined to prepare new position descriptions within sixty (60) calendar days but no longer than ninety (90) calendar days of assigning employees to do the work of the position in those instances where no classified position description exists that accurately describes the duties to be performed.
- C. In the case of new or revised position descriptions, copies will be provided to the Union on a timely basis, and no later than the date it is provided to the employee. Where modifications in position descriptions result in a change in personnel policies, practices, or conditions of employment, the Employer will provide the Union with appropriate notice and the opportunity to bargain in accordance with Article 52.

Section 2

- A. To the extent there are significant changes in an employee's position description or in the duties and responsibilities of positions held by bargaining unit employees, the Union reserves the right to bargain over such changes to the full extent permitted by law.
- B. The Employer agrees to take into consideration the Union's recommendations on the adequacy and equity of standardized position descriptions and to negotiate with the Union in accordance with Article 52.

Section 3

- A. It is agreed that employees whose duties and responsibilities deviate substantially from those reflected in a standardized position description will seek resolution by requesting review of a position description reflecting these unique duties, or a desk audit.
- B. Desk audits will be performed upon written request of either an employee or the employee's supervisor. Normally, when requesting a desk audit, an employee is required to submit a rationale in support of his/her request. Supervisory approval and a revised description of duties and responsibilities should also accompany the request. To the extent the supervisor does not approve the employee's request within two (2) weeks, the employee may forward his/her appeal directly to Human Resources. To the maximum extent possible, desk audits will be conducted in a timely manner, generally no more than ninety (90) days from submission of the request to Human Resources.
- C. During desk audits resulting from a classification appeal the employee will have the right to be accompanied by a Union representative. However, should the employee choose to have a Union representative accompany him/her, the Employer will be notified of such representation in advance of the meeting. A copy of the written

evaluation statement resulting from the desk audit will be furnished to the employee upon completion. The employee has the right to make written comments, which will be attached and forwarded with the final evaluation statement.

Section 4

The Employer agrees that during the pendency of a desk audit or classification appeal, work that may affect final classification of the position will not be reassigned for a reasonable period of time. This does not apply during a period of reorganization and downsizing that is beyond the control of the employing office or division.

Section 5

Employees may grieve reductions in grade or pay actions that result from classification decisions.

ARTICLE 22: PERSONNEL RECORDS AND ACCESS TO INFORMATION

Section 1

- A. Employees will have access to their official personnel record through the Electronic Official Personnel File (eOPF) system. Employees may access their eOPF at any time from a government-owned computer to review and make copies of forms or documents in the eOPF. All employee requests for changes to documents in the eOPF must be initiated by human resources personnel with special access to these records to make authorized changes to the files. Upon request, employees will be granted a reasonable amount of official time to review their eOPF when they are on duty at the Employer's office.
- B. Employees may personally make or provide copies of documents from their eOPF. The only exception is a copy of records restricted by law or Government-wide rule or regulation. Charges, if any, for photocopies supplied will be in accordance with 5 CFR § 297.206.
- C. No record, file, or document pertaining to an employee will be made available to any unauthorized persons for inspection or photocopy.

Section 2

The eOPF will be purged in accordance with current applicable government-wide regulations. However, any employee documentation file maintained by a supervisor is not part of the eOPF. Employees may request from their supervisor to review any files maintained by his/her supervisor, if they exist.

Section 3

The Employer will enter and maintain performance appraisals in the employee's eOPF under a special Employee Personnel Folder (EPF) tab established for the performance of performance appraisals. No documentation relating to disciplinary or adverse action will be placed in that section of the eOPF dedicated for the filing of performance appraisals. Access to the eOPF is limited to the employee (or the employee's designated representative), management officials with a need to know and those others referenced in the current system of records description in accordance with the Privacy Act, 5 U.S.C. § 552(a).

Section 4

The parties recognize that developing automation technologies have enabled some information that is presently stored in paper-based systems to be stored in other systems. If the Employer elects to change its method of storing any information that is subject to the terms and conditions of this Article, the Employer will assure all employees, or their personally designated representatives, continued access to such information in accordance with law, rule and/or government-wide regulation.

Section 5

The Employer will normally inform the Union within five (5) days whether information requested under 5 U.S.C. § 7114(b)(4) will be supplied.

ARTICLE 23: MERIT PROMOTION

Section 1

- A. It is agreed that all promotions to bargaining unit positions are to be made on a merit basis by means of the systematic and equitable procedures as contained in this Article, law rule and regulation. Recruitment methods and selection procedures will be based solely on merit after fair and open competition, and will be made without regard to political, religious, or labor non-disqualifying physical handicap, sexual orientation or age.
- B. Managers will determine and extend areas of consideration to ensure the attraction of a diverse pool of highly qualified applicants in accordance with the “Department Strategic Plan for Improving Diversity.” Managers should ensure that their employees on approved extended absence receive appropriate consideration for vacancies under their immediate jurisdiction. An approved announcement system, as determined by the Employer, will be used to advertise all competitive service vacancies with an area of consideration of Department-wide or greater. For limited areas of consideration within a Bureau, local methods of announcing a vacancy may be employed.
- C. All applicants will be evaluated to ensure that they meet the appropriate OPM qualification standards and time-in-grade requirements. The Employer will establish, and publicize in the appropriate vacancy announcement, cut off dates for applicants to meet qualification standards and time-in-grade requirements for acceptance of applications. Qualitative, job-related distinctions will be made among promotion and other competitive eligible in terms of relative merit and ability and documented through the use of a crediting plan or other rating methodology. Consideration will be given to performance appraisals, incentive awards, and other forms of recognition both within and outside the Employer. The validity and propriety of selective and/or ranking factors will be clearly reflected and supported by a current position description of the job for which they are used.

Section 2

All placement and promotion actions, including selection for training required for promotion, to positions in the bargaining unit will be done according to the provisions of this Article, law, rule or government-wide regulation.

- A. Competitive procedures apply to the following actions:
 - 1. Permanent promotion to a higher-graded position or to a position with a higher full performance level than previously held on a permanent basis in the competitive service.
 - 2. Temporary promotions for more than 120 days or details for more than 120 days to a higher-graded position or to a position with greater promotion potential than previously held on a permanent basis in the competitive service.

3. Selection for training that is part of an authorized training agreement required before an employee may be considered for promotion.
4. Reassignment, transfer or change to a lower-graded position with promotion potential greater than any position held on a permanent basis in the competitive service.
5. Reinstatement to a permanent or temporary position at a higher grade or with a higher full performance level than any position previously held on a permanent basis in the competitive service.
6. Promotions due to the addition of substantive, new and higher-graded duties when the new position is not a clear successor to the old position or there are other employees serving in similar or identical positions within the organizational unit to whom the new duties could have been assigned.

B. Competitive procedures do not apply to the following actions:

1. Career ladder promotions where competition has taken place earlier.
2. Upgrading of a position due to application of a new classification standard without a significant change in duties, or from the correction of an initial classification error.
3. Promotion of an employee in a position that has gradually increased in responsibility and complexity due to impact and effectiveness of the individual. In such cases, it is determined that management's intent initially filling the position was that the authorized grade level was appropriate for the foreseeable future.
4. A promotion resulting from an employee's position being classified at a higher grade (with no further promotion potential) because of additional duties and responsibilities, commonly known as accretion of duties. The noncompetitive upgrade requires the employee to continue to perform the same basic function in the new position that is a clear successor to and absorbs the duties of the old position. In addition, there are no other employees within the organizational unit to whom the additional duties and responsibilities could have been assigned.
5. Promotion of an employee who failed to receive proper consideration in a prior competitive promotion action.
6. Promotion of an employee who is performing the same tasks with equal success as his/her colleague(s), but at a lower grade level, in order to create equity.
7. Selection for promotion or training of severely disabled employees under federal regulatory authority (i.e., CFR).
8. Actions taken under Reduction in Force.

9. Promotion resulting from the assignment of additional duties and responsibilities to an employee when there is no vacancy at the appropriate level in the organizational unit where the employee is working. In such cases it will be determined that at the time the employee was hired in his/her current position, there was no intent that the grade level would be increased in the foreseeable future.
 10. Conversion of a temporary promotion to a permanent promotion, provided that the temporary promotion was originally made under competitive procedures; and that the normal minimum area of consideration for the position was used to recruit candidates.
 11. Details to higher-graded positions or temporary promotions not to exceed 120 days.
- C. The Employer has determined that if there is more than one (1) employee in the organizational unit who would qualify for the higher graded position, competition will conform with the following procedures:
1. The position will be advertised within WASO.
 2. The Employer may simultaneously advertise the position external to WASO.
 3. Should the Employer determine that the WASO solicitation produced a diverse pool of qualified candidates, then competition for the position will be limited to the WASO pool of candidates.
 4. Should the Employer determine that the WASO solicitation did not produce a diverse pool of qualified candidates, it will notify the Union and competition for the position will include both the WASO pool of candidates and the external pool of candidates.

Section 3

The Parties agree the goal is to fill all position vacancies with the best qualified candidates available, taking into consideration the long-term needs of the Employer and affirmative employment obligations. The Parties further agree that Employer has the right, at its discretion, to fill vacant positions by recruiting eligible candidates through the announcement of such vacancies within the NPS and by concurrently recruiting from any other appropriate recruiting source by an appropriate means, e.g., OPM competitive examining referrals, reinstatements, advertisements. When a posted position is open to applicants from outside the bargaining unit, bargaining unit employees will be given the opportunity to apply for the vacant position and will be given simultaneous consideration with “outside” applicants. Any roster of eligibles sent to the selection official will indicate the present position, title, and grade.

Section 4

- A. Announcements for bargaining unit positions will be available through the NPS intranet. All bargaining unit employees will be provided access to such announcements at their regular worksites.
- B. All vacancy announcements for bargaining unit employees will be open for a minimum of fourteen (14) calendar days.
- C. At a minimum the vacancy announcement will contain:
 - 1. Announcement number;
 - 2. Opening and closing dates for acceptance of applications;
 - 3. Position title, series, grade, organization and location;
 - 4. Promotion potential, if any;
 - 5. Area of consideration;
 - 6. A brief description of duties and responsibilities;
 - 7. Qualifications required;
 - 8. Specific description of the information requested (e.g., from/to dates);
 - 9. Quality ranking factors;
 - 10. Procedures for applying;
 - 11. Number of positions expected to be filled; and
 - 12. List of all evaluation methods to be used.

Section 5

It is agreed that any candidate that wishes to be considered for a vacancy announcement will apply by submitting the following:

- 1. An OF-612, "Optional Application for Federal Employment" or a current Standard Form 171, "Application for Federal Employment." A resume may also be submitted for merit promotion consideration providing it includes the following information - name, address, Social Security Number, and telephone number(s); job-related qualifications - work experience, specific from/to dates and number of hours worked if known, education, and evidence of specialized knowledge, skills and abilities; work preferences such as availability for temporary employment and/or positions requiring mobility; and

2. A copy of his/her most recent performance evaluation or an explanation regarding why the performance evaluation is not available.
3. If the lack of a current Performance Appraisal places an employee/candidate at a disadvantage vis-à-vis other candidates, that employee will be considered to have submitted a Fully Successful Performance Appraisal.

Section 6

- A. The Employer agrees that only those selective placement factors, i.e., knowledge, skills and abilities that are essential to the successful performance of the position will be used. They will constitute a part of the minimum requirements of the position and the required job analysis will be made a part of the promotion record. They will also be available to the Union upon request.
- B. Employees/candidates meeting the minimum qualification requirements of the position, e.g., OPM's Qualifications Standards Handbook and any selective placement factors, will be considered for the vacancy provided they have met the other conditions of this Article. If any employee/candidate does not meet the minimum eligibility requirements, including the submission of an incomplete application, the Employer will inform the employee/candidate in writing. The Employer agrees that no applicant seeking employment, or employees applying for a vacancy will be contacted by the Employer during the recruitment open period for the purpose of enhancing/supplementing an application. Further, no one seeking employment with the Employer, or an employee applying for a vacancy shall be permitted to submit any supplemental documentation or material after the close of the vacancy announcement. In accordance with the OPM VetGuide, veterans may be permitted to submit applications on a delayed basis provided a case examining register exists.

Section 7

- A. The Employer has decided to adopt the automated ranking system described below to fill all bargaining unit positions. To utilize the automated rating and ranking system, the Employer has determined that the procedures in 7.B and 7.C below will be followed.
- B. General.
 1. Applicants will be rated and ranked on their potential to perform in the announced position. The applicant's education, training, experience, awards and performance appraisal that are related to the vacancy to be filled will be considered. The rating and ranking process the Employer uses will be in accordance with law, rule and government-wide regulation.
 2. The Employer will not change the procedures in this section to rate and rank employees for bargaining unit positions unless it provides notice to NTEU in accordance with Article 52 and bargains to the extent required by law.

3. When ranking candidates for vacancies at multiple grades (e.g., for career ladder positions that may be filled at any grade), each candidate will be ranked separately by grade.

C. Validation.

1. The ranking of applicants, completed by the automated system, will be based on the Critical Elements for the position to be filled using responses to the job-related questions completed during the automated application process. The applicant's responses to the questions will determine their potential to perform in the vacant position. Critical Element questions will be developed in accordance with 5 CFR Part 300, Subpart A.
2. All information that is collected in the application process will confirm to 5 CFR Part 300. In addition, the Employer will ensure that this process is consistent and follows the guidelines outlined in Part 60-3, Uniform Guidelines on Employee Selection Procedures (1978): 43 Federal Register 38295 (August 25, 1978).

Section 8

The Employer will develop and/or utilize assessment questionnaires for use in the ranking process in order to evaluate the potential of candidates to perform in the vacant position. To the extent possible, the assessment questionnaire will be described in terms of observable, objective, and measurable criteria and will include competencies that are required to perform the work of the position. Each competency will be described in a separate and non-redundant manner.

Section 9

Qualified candidates will be evaluated by a ranking panel using the crediting plan in place as of the effective date of this Agreement. In cases where a grievance, EEO complaint or Unfair Labor Practice has been filed, and upon request by the Union, the Employer will, consistent with the provisions of the Privacy Act, release information regarding the selection process, including crediting plans. The Union will not use any information provided to create an unfair advantage for a candidate or compromise the integrity of the selection process. Nothing in this Section will infringe on any statutory or regulatory rights of the Employer.

Section 10

- A. The top ranked candidates will be referred to the selecting official. The number referred will be as follows:
 1. Five (5) unless there is a tie at the lowest of the group, in which case all tied candidates will be referred.
 2. Five (5) for the first vacancy and one (1) additional person for each additional vacancy.

3. If there are declinations from among referred candidates, a corresponding number of additional names may be added to ensure that the selecting official has an adequate number of candidates to consider.
- B. The names of the best qualified federal candidates will be sent to the selecting official in alphabetical order. The application materials of the referred candidates will be attached to the Roster of Eligibles.
- C. Any selection technique utilized by the selecting official will be uniformly applied to all referred candidates. If the selecting official interviews any one (1) applicant referred for selection then all applicants referred for selection on that Roster of Eligibles will also be interviewed. The Employer will comply with OPM regulations when interviewing applicants.
- D. All those who are not selected for the position will be notified.
- E. When the selecting official does not make any selection from the best qualified (BQ) list referred to him or her, the selecting official will notify each BQ candidate in writing, with specific reasons why there was no selection made. This will occur within seven (7) calendar days of the decision.

Section 11

An employee selected for a promotion will normally be released from his/her present position at the end of the pay period closest to fifteen (15) calendar days after the selection date.

Section 12

- A. Employees identified by the Employer as ineligible for a vacancy may receive career guidance from the Employer at the request of the employee. This guidance will include a description of the minimum qualification requirements for the positions that the employee desires and some suggestions as to other positions in the NPS that the employee's background might be qualifying.
- B. Each employee/candidate will be provided the following information regarding his/her application for a position announced under this Article if he or she has applied in a timely manner:
 1. Whether the employee met the minimum qualifications for the position, including selective placement factors;
 2. All documents that support the evaluation and promotion points awarded by the promotion panel for their application only, and in accordance with applicable law and regulation;
 3. Whether he or she was in the group from which selection was made; and
 4. Who was selected for the position.

- C. In the processing of a grievance related to actions taken under the terms of this Article, the grievant or his/her Steward will, upon request, be furnished, to the extent granted under applicable law and regulation, the relevant and necessary evaluative material used by the ranking panel in assessing the qualifications of the eligible candidates in regard to a grieved promotion action. Nothing in this Article or Agreement will be interpreted in any way to limit or modify the Union's right to information under 5 U.S.C. § 7114(b)(4).
- D. The Employer will maintain the file on each promotion action for a period of two (2) years.

Section 13

The fact that an employee is the subject of a conduct investigation will not prevent or delay the employee's promotion, which would otherwise be made, unless the Employer judges that such delay is necessary to promote the integrity of the Employer.

Section 14

Promotion panels, ranking officials, or selecting officials may not consider an employee's accumulation or balance of annual or sick leave as a basis for selection or non-selection. However, this does not preclude the consideration of leave balance if there is abuse of leave or resultant effect on the employee's dependability or work performance.

Section 15

- A. Employees are entitled to retroactive pay in connection with improper personnel actions in accordance with laws and regulations.
- B. If, as the result of a grievance being filed under this Agreement, either the Employer agrees or an arbitrator decides that an employee was not awarded proper consideration in a previous competitive action, but retroactive promotion is not warranted, then corrective action will be taken in accordance with the following principles.
 1. If the employee was erroneously omitted from the best qualified list, he or she will receive priority consideration for the next appropriate vacancy for which he or she is qualified. An appropriate vacancy is one that has the same promotion opportunities as the position for which the employee received improper consideration. Priority consideration involves, in addition to the above, the submission of the employee's name alone on a certificate to the selecting official before the selecting official reviews the qualifications of all other competitive applicants.
 2. If an employee was among the best qualified candidates and if the performance appraisal reviewed by the selecting official is subsequently increased as a result of a grievance having been filed, then the employee will receive priority consideration for the next appropriate vacancy.
 3. In the event that two (2) or more employees are entitled to priority consideration for the same vacancy, the name of all such employees will be submitted to the selecting

official. The employee's application and performance appraisal will be included with the certificate.

4. However, if a priority consideration candidate is non-selected, the Employer will prepare a written narrative statement listing the reasons for non-selection. Employees will be informed in writing that the documented reasons are contained in the Employer's merit promotion file and that a copy of this documentation will be given to the employee upon request.
- C. When an appropriate vacancy occurs and there are qualified employees entitled to priority consideration, the Employer will refer the eligibles to the selecting official in alphabetical order.
- D. An appropriate vacancy is one that the Employer determines is appropriate, that is in the same organizational location as the position denied, at the same grade and grade potential as the position denied, and for which the employee is minimally qualified.
- E. If no selection is made, employees subsequently named on the competitive promotion roster are given further consideration, but no priority consideration. This means that they are referred on a roster if they file for the posting and are among the best qualified for the position.

Section 16

- A. A career ladder position is one that has been filled at a grade level lower than the target (maximum) grade level for that position. The target level is identified on the Request for Personnel Action (SF-52) and on the vacancy announcement.
- B. All employees in career ladder positions will be promoted the first pay period after:
 1. They become minimally eligible to be promoted (after the last workday of the 52nd week in their positions or whatever lesser period satisfies the basic eligibility requirements); and
 2. They are capable of satisfactorily performing at the next higher level.
- C. If it is determined that an employee NOT initially given a career ladder promotion is, in fact, performing the same duties at the same or greater level of performance as his/her colleagues in the higher graded position, that person is eligible for an increase to the comparable grade level.

Section 17

- A. Upon filing a grievance over a promotion or other action taken under the terms of this Article, the steward filing the grievance will upon request be furnished the material generated and/or utilized in assessing the eligible applicants (bargaining unit and non-bargaining unit) subject to the following criteria:

1. The aforementioned material, which includes, among other things, vacancy announcements, managerial appraisals, records related experience, training and awards, applications, interview notes, rating/ranking questions, answers provided to the questions and the total overall score for all questions, rosters, selection certificates and declinations will be provided the steward; and
 2. While the parties agree that there is no need to meet the statutory standards of 5 U.S.C. § 7114(b)(4) to obtain the information, e.g., particularized need, the Employer nonetheless is entitled to protect the privacy of the applicant(s) involved in the action.
- B. Where a grievance has not been filed or the Union requests information not provided in subsection 17.A above, stewards may request to review material generated or utilized in assessing the applicants by submitting a request consistent with 5 U.S.C. § 7114(b)(4) to the Chief, Labor and Employee Relations Division. If the request is approved, the material generated or utilized in assessing the application will be provided.

Section 18

All procedures and regulations contained in the Employer's Merit Promotion Plan that are not covered in this Article will apply and be used to complement this Article.

Section 19

The NPS Human Resources Office will respond promptly to questions about the merit promotion program or about a specific selection action. If employees wish to grieve any merit action, they must use the negotiated grievance procedures (Article 49) rather than the Department grievance procedures.

ARTICLE 24: REASSIGNMENTS

Section 1

A “reassignment” is defined as any change from one position to another without promotion or change to a lower grade. A reassignment may be directed by the Employer when a legitimate organizational reason exists for the reassignment and the vacant position is at the same grade or rate of pay as the employee’s present position. Reassignments will not be made for punitive reasons.

Section 2

When it is determined that a need exists to reassign employees, the Employer will utilize the following procedures:

- A. Contact all employees in the organizational unit at the required grade level who may possess the knowledge, skills and abilities for the position (s) to be filled to determine which of those employees wish to be considered for voluntary reassignment to the designated position(s).
- B. In the event there are more qualified volunteers than the Employer needs, volunteers will be selected in order of service computation date (SCD).
- C. If there are insufficient volunteers to meet the needs, the Employer will utilize an involuntary reassignment procedure whereby the least senior qualified employee, based on SCD will be reassigned.

Section 3

An employee reassigned to a different position will be given a reasonable period of on-the-job acclimation during which to become proficient in the new position. It is agreed that an employee may request a transfer to the same or similar job in a different location, whether or not a vacancy or imbalance exists. The Employer agrees to contact the office where the employee wishes to transfer and advise that office of the employee’s wish to transfer there. The employee will be notified as to the disposition of his/her request. The Employer agrees to simultaneously notify the Union of any approved request.

Section 4

In all cases of employee reassignments, employees will receive all appropriate entitlements under the relevant travel regulation. Included will be reimbursement for allowable relocation expenses. Absent extraordinary circumstances, an employee will be advised of a reassignment requiring a change in duty station at least ninety (90) days in advance. Generally, an employee will be advised of a reassignment that does not require a change in duty station at least thirty (30) days in advance.

Section 5

The provisions of this Article shall not apply to any reassignment resulting from a major reorganization, restructuring, re-engineering of Divisions and/or Office, or from the closing of an office. In such cases, the Employer agrees to provide the Union with advance notice and an opportunity to bargain in accordance with the requirements of Article 52 and law.

Section 6 – Position Exchanges

Subject to management's determination that the employees possess equivalent knowledge, skills, and ability and there is no adverse budgetary impact on either organizational work unit, nor would the exchange hinder the Employer's operations, employees in the same occupational classification series, at the same grade level (including the same non-competitive career ladder) may be eligible to exchange positions. In order to be eligible for such voluntary position exchange, employees must be rated at least "Fully Successful" in their current position and the exchange must not require any formal training in addition to normally provided training, nor any relocation costs to the Employer. In addition, the position exchange may not violate law, rule or regulation.

All position exchange requests will be made in writing to the Employer and will include the series, grade level and names of the employees requesting the exchange. Any denial of an exchange request by the Employer will be provided in writing to the employee and/or designated Union representative within thirty (30) calendar days of the submitted position exchange request.

The parties recognize and acknowledge that such position exchanges are primarily for the benefit of the employees involved and it is the responsibility of the employee(s) to identify the other employee(s) interested in such a position exchange.

ARTICLE 25: DETAILS AND SPECIAL ASSIGNMENTS

Section 1

- A. For the purposes of this Article, a detail is defined as the temporary assignment of an employee to a different position for a specified period with the employee returning to regular duties at the end of the assignment. This includes positions at higher or lower grades. An employee who is on a detail is considered to be permanently occupying his/her regular position and is not required to meet the qualifications of the temporary position.
- B. Consistent with 5 CFR § 335.103(c)(1)(i), a non-competitive temporary promotion is defined as the temporary assignment of an employee to a position at a higher graded position for a specific period of time not to exceed one hundred twenty (120) days with the employee returning to his or her permanent position of record at the end of the non-competitive temporary promotion. To receive a non-competitive temporary promotion an employee must meet OPM qualifications for the temporary position and any selective placement factors.
- C. An employee who is detailed to a position of higher grade for one (1) full pay period or more will be temporarily promoted, if eligible, and receive the rate of pay for the position to which temporarily promoted.
- D.
 - 1. If an employee is not detailed to a position of higher grade, but performs higher-graded duties for 25% or more of his or her direct time during the preceding four (4) months, the Employer will temporarily promote the employee retroactive to the first full pay period if the employee meets the criteria below:
 - a. The employee performed such higher-graded duties at least at a level of skill and responsibility properly expected;
 - b. The employee meets minimum OPM qualifications for the promotion to the next higher grade; and
 - c. The employee meets time-in-grade requirements for promotion to the next higher grade.
- E. Upon request, and to the extent not prohibited by law, the Employer will provide information to enable the Union to monitor the assignment of higher-graded duties.
- F. Details of more than one (1) full pay period will be formally documented by the placement of an SF-50 in the employee's Official Personnel Folder (OPF).

G.

1. If the Employer determines to rotate employees in and out of positions using a series of details or reassignments that extend for more than thirty (30) consecutive calendar days, the Employer will solicit volunteers from among all WASO employees possessing the necessary grade, skill level, and experience requirements.
2. If there are more qualified employees than there are positions to be filled, the most senior qualified employee, using SCD, who volunteers for such a position shall be selected. Once an employee completes a rotational assignment, he or she will be placed at the bottom of the selection list.
3. Details of employees will not be made in a manner that conflicts with the provisions of this Agreement.

Section 2

- A. The parties recognize that there will be opportunities for bargaining unit employees to accept details outside of the bargaining unit and non-bargaining unit employees to seek details to positions in the bargaining unit to gain experience working in headquarters, parks, field or regional offices.
- B. The Employer shall provide notice to the Chapter President and all eligible employees of detail opportunities to bargaining unit positions. Bargaining unit employees shall receive first consideration for all details within the unit.
- C. The Employer shall provide notice to the Chapter President and eligible employees of detail opportunities to non-bargaining unit positions (e.g., acting program chief). Bargaining unit employees will be afforded the opportunity to apply and be considered for such details.

Section 3

An employee who is to be detailed to an assignment outside the United States will receive forty-five (45) days advance notification, when possible.

Section 4 - Permanent Employees

- A. The Employer may effect details or non-competitive temporary promotions of sixty (60) days or less from among appropriately qualified employees (to be eligible for a temporary promotion, employees must meet minimum OPM qualifications and time-in-grade requirements).
- B. For permanent employees, volunteers for details of more than sixty (60) consecutive days will be solicited from interested and qualified employees in the order set forth in subsection 1G above. If there are too many volunteers, selection will be made in descending order using SCD, unless competitive procedures are used to identify the best qualified candidate. If there are insufficient volunteers, the Employer will select from

among appropriately qualified employees in reverse order of SCD, absent mutual agreement to the contrary.

- C. Volunteers for non-competitive temporary promotions of more than sixty (60) days, but less than 120 consecutive days will be solicited from interested and qualified employees who meet minimum OPM qualifications and time-in-grade requirements for the temporary promotion. If there are too many volunteers, selection will be made in descending order using SCD.
- D. If the most senior qualified applicant received the same or a similar opportunity within the last twelve (12) months, he or she will be passed over until all other qualified volunteers have been selected.
- E. In those cases where the Employer announces, in advance of the solicitation, that it will not pay travel or per diem expenses, consideration will be given to all qualified employees, including those who are willing to take the detail without these costs.

ARTICLE 26: TEMPORARY AND TERM EMPLOYMENT

Section 1

The purpose of this Article is to clarify the rights of term employees and temporary employees (including term and temporary part-time) where those rights may not be clear elsewhere in this Agreement.

Section 2

For purposes of this Agreement, a temporary appointment is one for a period not to exceed one (1) year; the appointment may be extended up to a maximum of one (1) additional year, for a total of no more than twenty-four (24) months of service. A term appointment is one for a period of more than one (1) year, when the needs of the Service so require and the employment need will last for a limited period of four (4) years or less. The Employer may make either type of time-limited appointment in appropriate circumstances.

Section 3

When employees are given time-limited appointments, they will be advised on the Notice of Personnel Action form (SF-50) of the specific “not to exceed” duration of the appointment (referred to in this Article as the “anticipated expiration date” of the appointment).

Section 4

The employment of a term employee ends automatically on the anticipated expiration date of his/her term appointment (as stated on the SF-50), unless the employee was separated prior to that date. Upon completion of a one (1) year trial period, term employees in competitive appointments who are involuntarily separated prior to the anticipated expiration date of their appointment, for reasons other than completion of the project or lack of work, are entitled to the Adverse Action or unacceptable Performance Action appeal procedures of this agreement during the remainder of their term appointment.

Section 5

- A. A temporary employee’s appointment may be terminated before the anticipated expiration date of his/her appointment (as stated on the SF-50) due to reasons including, but not limited to, lack of funds, lack of work, or for cause. Where possible, these temporary employees will be given two (2) weeks advance notice prior to the termination of their appointment. Termination for cause may be effectuated without any advance notice.
- B. Any termination will be reflected in a written notice, setting forth the reasons for the action and applicable appeal rights, and notifying the temporary employee of his/her option to resign. A temporary employee may not grieve his/her termination under the Negotiated Grievance Procedure unless a prohibited personnel practice is alleged.

Section 6

Absent a justified need, the Employer will discourage the use of temporary and term employees in place of career employees. Should the Employer find there is ongoing work to justify the continuous employment of one or more term employees for periods exceeding four (4) years, then Employer will provide to the local NTEU Chapter a written explanation for why it believes continued use of term employees is warranted and compliant with 5 CFR 316 and any other applicable law, rule or regulation.

ARTICLE 27: PART-TIME EMPLOYMENT

Section 1

- A. Consistent with workload, staffing and mission requirements, the Employer agrees to consider all requests from employees for part-time career employment opportunities, especially in connection with:
1. Employees who are recuperating from a health related problem, or,
 2. Employees whose family responsibilities preclude them from working full-time, i.e., child care and care for elderly family members.
- B.
1. Employees may request approval to work a part-time schedule on a temporary or on-going basis. A part-time schedule shall consist of sixty-four (64) or fewer hours per pay period. Part-time employees must be scheduled in pay status every pay period; however, part-time employees are not required to be scheduled to work during both weeks of a pay period. The employee shall indicate in his/her request the number of hours and days per week proposed under the part-time schedule, and the length of time he or she wants to work this schedule.
 2. Employee requests will be considered fairly and equitably in accordance with the standards set forth herein. The Employer's decision to approve or deny an employee's requested part-time or job sharing schedule will be based on an evaluation of the position, workgroup and impact on the Employer's workload, staffing and mission requirements.
- C. Part-time employment will be available at all grades.
- D. Part-time employment consideration for disabled employees will be provided in accordance with Article 23.

Section 2

Requests by full-time employees to work part-time or to engage in job-sharing may be submitted in writing and will be considered and acted upon within thirty (30) calendar days. Denials of requests for part-time employment or job-sharing from full-time employees will be discussed with the employee and, upon request, will be provided in writing with reasons for the denial. Similarly, denials of requests from employees to share a position will be discussed with the employees and, upon request, the employees will be provided with written reasons for the denial.

Section 3

Part-time employees are not precluded from being promoted on a noncompetitive basis within the career ladder or selected for promotion through competition. Part-time employees are

eligible for career ladder promotions, subject to applicable qualifications requirements and the ability to perform at the next higher grade.

Section 4

- A. Any person who is employed on a full-time basis will not be required to accept part-time employment as a condition of continued employment. The Employer will not abolish any position occupied by an employee in order to make the duties of such position available to be performed on a part-time career employment basis. A vacant part-time position may be offered to a full-time employee in lieu of separation by Reduction-in-Force, however, it is not considered “a reasonable offer” under RIF assignment rights. Further, a part-time employee will not be separated to make the position available to a full-time employee.

- B. A part-time employee will receive service credit in accordance with applicable laws and regulations.

- C. A part-time employee is relieved from duty without charge to leave on the designated or in-lieu-of holidays of full-time employees if that day is part of the part-time employee’s regular work schedule.

- D. Before an employee is assigned to a part-time position, the Employer will inform the employee of the impact of this assignment on the following: retirement, Reduction-in-Force, health and life insurance, and qualifications for promotion.

ARTICLE 28: PROBATIONARY EMPLOYEES

Section 1

Employees in the competitive service will serve a probationary period of twelve (12) months. Nothing in this Article is to be interpreted as preventing the separation of the employee at any time during the probationary period. During the probationary period, the employee's conduct and performance in fulfilling the duties of their position will be observed, and the employee may be separated from the Service in accordance with this Agreement, law and applicable regulations.

Section 2

Probationary employees will be advised of their performance progress at least ninety (90) days prior to the end of their probationary period with the Employer.

Section 3

All provisions of this Agreement apply to probationary employees, except those provisions that are inconsistent with law, rule, or regulation. The Union may represent probationary employees in connection with any matter consistent with law or regulation and this Agreement (e.g., the denial of leave, including the Family and Medical Leave Act (FMLA), a request for an Alternate Work Schedule (AWS)).

Section 4

If the Employer determines to separate a probationer under the provisions of law and regulation, the employee's separation will be effected before the employee has completed his/her probationary period.

Section 5

When separation during a probationary period is based, in whole or part, on conduct before employment, the following procedures will apply:

- A. The probationary employee will generally be notified in writing ten (10) workdays in advance of the separation date except when less than ten (10) days remains in the probationary period or in emergency situations;
- B. The notice will contain a detailed statement of the reasons for the separation decision;
- C. The employee is entitled to reasonable official time to provide a written answer to the notice of proposed adverse action and to furnish affidavits in support of his/her answer. The employee, on request, will be provided copies or access to any documents on file that evidence the employee's misconduct;
- D. The Employer will give due consideration to the employee's reply; and

- E. The employee is entitled to be notified of the Employer's decision at the earliest practicable date. The Employer shall deliver its decision to the employee on or before the effective date of the termination. The notice shall be in writing, inform the employee of the reasons for the action and his/her right to appeal to the Merit Systems Protection Board and/or other Federal agencies, including the time limits within which the appeal(s) must be submitted as provided by law, rule and regulations. See, e.g., 5 CFR § 315.805-806.

Section 6

All notices to separate a probationer will contain a statement concerning the employee's right to appeal, in accordance with law and regulation, to the Merit Systems Protection Board, Equal Employment Opportunity Commission, or other Federal agencies, if the claim is within its jurisdiction.

Section 7

Barring termination due to egregious personal conduct, prior to receiving notice of termination, or after receipt of a proposed termination, probationary bargaining unit employees will have an opportunity to submit a letter of voluntary resignation up until the effective date of the termination action. The Employer will only include any notation or finding in the employee's official personnel record file to the extent required by law (e.g., Section 1140 of Public Law 113-328; 5 CFR 3322).

ARTICLE 29: TRAINING

Section 1

- A. The Parties agree that the training and development of employees is a matter of importance in fulfilling the mission of the Employer.
- B. The Employer agrees to provide employees with training necessary to assist employees in the performance of official duties, subject to budgetary and workload considerations.
- C. The Employer recognizes that training for professional staff consists of participation in conferences, workshops and other activities in which employees share their own work and are exposed to the current scholarship in their fields. Therefore, the Employer encourages employees to participate in professional activities of their occupation. The Employer will give consideration to requests for duty time, administrative leave, use of earned credit hours or compensatory time, as appropriate, to participate in training, professional meetings, professional development, conferences, or continuing education courses.

Section 2

The Employer will work with each employee in the development of a written Individual Development Plan (IDP) to enhance the employee's development in his/her current position. This plan will identify development needs and suggested activities to meet those needs. Such activities may include: formal classroom training, on-the-job training, self-study, developmental job assignments, and other activities that are appropriate and consistent with the NPS Training and Development Policy. When working with the employee in preparing the employee's IDP and at other times, the Employer will counsel employees and provide feedback concerning their goals, objectives, knowledge and skills, and development activities. When an employee learns of a training opportunity in which he/she is interested, the employee should discuss the opportunity with the supervisor and document such training requests in mid-year and end of year evaluations.

Section 3

Upon request, the Employer will work with an employee to create a Career Development Plan (CDP) to address the employee's long-term career goals. This plan will identify development needs and suggested activities to meet those needs. Such activities may include: classroom training, on-the-job training, self-study, and developmental job assignments, and other activities that are appropriate and consistent with the NPS Performance Management Program and Training and Development Policy. When working together with the employee in preparing that individual's CDP and at other times, as appropriate, the Employer will counsel employees concerning their performance, goals, abilities and objectives.

Section 4

For training courses/conferences not specifically related to employee needs, but furthering an Employer's goal, when one or more employees in a unit will be allowed to attend because the

course is considered to provide beneficial training, the Employer will consider such factors in selection of attendees:

- A. The value of the conference/course offering to the employee and employing organization;
- B. Whether the employee will be actively participating in the course/conference;
- C. The extent to which the employee has not had the opportunity to attend similar course/conferences in the past; and
- D. Whether the employee is an officer or member of the organization presenting the conference/course.
- E. The extent to which the employee can share/disseminate materials and information from the conference/course upon returning to the duty station, through formal and informal channels.

Section 5

- A. As supervisors are made aware of OPM or NPS training opportunities generally applicable to employees in the work unit, the supervisor will make the information available to employees. Employees have an individual responsibility for researching training opportunities that can increase their potential or enhance their opportunity for advancement.
- B. When new technology or equipment is introduced that creates the need for different knowledge, skills, or abilities, the Employer agrees to provide training to those employees affected, as appropriate.

Section 6

- A. All training and related expenses should be submitted, approved and authorized at least ten (10) working days in advance of the starting date of the training. Additional unanticipated appropriate and necessary costs related to training expenses may be submitted to the Employer for consideration for approval (e.g. tuition, books, appropriate fees).
- B. Employees who fail to satisfactorily complete training for which the costs have been approved and authorized by the Employer will reimburse the Employer for all tuition and related expenses that it incurred for such training. If the reason for non-completion of the training is beyond the employee's control, the Employer will waive this requirement.
- C. An employee who is unable to attend training for which he/she has been authorized shall inform the Employer of his/her inability to complete the training as soon as possible after becoming aware of the impediment to attendance, in order to provide the maximum

opportunity for the Employer to make other arrangements (e.g., obtain a refund of fees paid, substitute another employee into the course).

Section 7

Competitive procedures contained in the Merit Promotion Article apply to selection for training that is part of an authorized training agreement, part of a promotion program, or required before an employee may be considered for promotion, per 5 CFR § 335.103(c).

Section 8

The Employer will, upon request, provide the Union with a summary of training related activities undertaken or planned, and the associated costs.

Section 9

The Employer agrees to continue the use of counseling techniques to assist employees in improving their current level of performance and individual development. The Employer will counsel an employee who appears to have a performance or conduct problem.

ARTICLE 30: RETIREMENT/RESIGNATIONS

Section 1

The Employer agrees that employees covered under CSRS, CSRS Offset, FERS and/or Social Security, and who are eligible to retire within ten (10) years, will be given an opportunity to voluntarily participate in the Employer sponsored Pre-Retirement Planning Seminar, at the Employer's expense. Employees will be provided official time to participate in these programs

Section 2

The Employer agrees to continue its practice of providing a Personal Benefits Statement to individual employees on an annual basis.

Section 3

An employee may withdraw a retirement or resignation application at any time prior to its effective date provided: (a) the withdrawal is communicated in writing to the Employer, and (b) the withdrawal would not result in administrative disruption, such as commitment by the Employer to fill the position of the retiring/resigning employee to any specific person.

ARTICLE 31: REDUCTIONS-IN-FORCE

Section 1

- A. A reduction-in-force (RIF) will be carried out in accordance with applicable laws and Government-Wide Rules and Regulations. The Employer has determined to make every attempt to minimize the adverse effect of a staff reduction whenever feasible.

- B. During bargaining over a decision to downsize and/or restructure, the Employer has determined it will consider various strategies to minimize the effect of a reduction. Such strategies include, but are not limited to, the following:
 - 1. In-placement Programs;
 - 2. Freeze hiring and promotion;
 - 3. Details of up to 120 days to other positions within the Agency;
 - 4. Attrition;
 - 5. Reassignment (see Article 24);
 - 6. Train employees for other positions in the Agency;
 - 7. Train employees for positions in other agencies;
 - 8. Discontinued Service Retirement;
 - 9. Voluntary Early Retirement Authority; and
 - 10. Voluntary Separation Incentive Payments (Buyouts).

Section 2

- A. When the Employer has determined a RIF is necessary, the Employer will provide the Union written notification of the RIF. The written notification furnished to the Union will include:
 - 1. The reason for the action to be taken;
 - 2. The number of employees who will be affected;
 - 3. The types of positions anticipated to be affected;
 - 4. The geographic location; and
 - 5. The estimated effective date that action will be taken.

- B. The written notification will be served on the Union at least ninety (90) days prior issuance of the informational notice to employees described below.
- C. Bargaining over the impact of a RIF will follow the procedures outlined in Article 52 (Mid-Term Negotiations).

Section 3 - Intention to conduct a RIF

The Employer will give employees at least ninety (90) calendar days informational notice prior to the effective date of a reduction in force. Sixty (60) calendar days specific notice will be given to employees in accordance with applicable regulations.

Section 4

Nothing stated above compromises the Union's entitlement to the data the Statute would provide it to properly negotiate over this matter. If needed, the timelines listed above will be modified to allow time for the Employer to give the Union the data and the Union to make appropriate adjustments in its proposals and arguments.

Section 5

Credit for any employee who does not have a current performance appraisal shall be given consistent with 5 CFR Part 351.

ARTICLE 32: CONTRACTING OUT

Section 1

The Employer's contracting-out practices will conform to applicable law, rule and government-wide regulations.

Section 2

- A. Within seven (7) calendar days of the Federal Register notice announcing the availability of the annual inventory of inherently governmental and commercial activities, the Employer will provide the Union with:
 - 1. The Department of the Interior (DOI) Function Code Definition Set or similar document used by the Employer to determine inherently governmental and commercial function codes/duties and full-time equivalents (FTEs); and
 - 2. An itemized inventory of all impacted bargaining unit employees showing their name, job series, function codes/duties, whether the position is classified as inherently governmental or commercial, and, for those positions classified as commercial, the reason code.
- B. Within twenty-eight (28) working days of receiving an inventory challenge from the Union, the Employer will provide the Union with a written response explaining the Employer's decision and rationale.
- C. Within ten (10) working days of receiving an inventory appeal from the Union, the Employer will provide the Union with a written response explaining the Employer's decision and rationale.

Section 3

- A. The Employer will notify the Union of any proposed contracting out of work being performed by bargaining unit employees, as defined in this Article, prior to making a final decision regarding the contracting activity. The Employer will simultaneously provide the Union with a copy of the proposed statement of work (SOW). The Union will have seven (7) calendar days to provide written or oral comments concerning the proposed SOW. When competitive procedures under the OMB Circular A-76 apply, absent exigent circumstances, the Employer will not issue its request for proposals (RFP) until the expiration of the seven (7) calendar day period.
- B. The Employer will provide the Union with a copy of any RFP within ten (10) calendar days of its issuance.
- C. The Employer will provide the Union with any documents used in the determination of the cost of performing the work (as identified in the SOW) in-house, within seven (7) calendar days of the completion of this determination, but in no event later than the time established under subsection D, below.

- D. No later than seven (7) calendar days after completion of the bidding process and determination of a proposed contract award by the Employer, the Employer will provide the Union with information necessary to determine whether the proposed contracting out is the most practicable, efficient and cost effective. This information, to the extent not previously provided, will include, but not be limited to:
1. Copies of the winning bid;
 2. A full cost analysis of the winning bid,
 3. Costing data and analyses used by the Employer in determining that utilization of such services is the most practicable, efficient and cost effective; including a determination of the cost of performing the work (as identified in the SOW) in-house, if not previously provided; and
 4. The Union may also submit a request for additional information related to the contracting out action. However, such request will not toll the operation of any time limits in this Article or require the Employer to unduly delay a contracting action.
- E. The Union may submit written or oral comments concerning the cost determination/cost analysis data within ten (10) calendar days from the date it receives this data under subsections C or D above.
- F. The Union agrees to restrict disclosure of any of the information provided above and to execute such confidentiality agreements as may be required under the Employer's acquisition procedures.

Section 4

Nothing in this Article shall prevent the Union from exercising its right to bargain over any and all negotiable issues related to any contracting out decision, to the maximum extent allowable by law.

ARTICLE 33: DIVERSITY AND EQUAL EMPLOYMENT OPPORTUNITY

Section 1

In accordance with the Rules and Regulations of the Equal Employment Opportunity Commission (“EEOC”), and within the limits of authority delegated to the Employer, the parties agree to work together to continue implementation of the Employer’s Affirmative Employment Plans to provide equal opportunity for employment and to prohibit discrimination in employment because of race, religion, color, sex, sexual harassment, sexual orientation/preference, national origin, age, or physical or mental handicap.

Section 2

The primary responsibility for achievement of affirmative employment objectives rests with managers and supervisors, including affirmative employment in the areas of all personnel practices such as recruitment, hiring, promotion, training, development, advancement and treatment of employees. In keeping with this commitment, the Employer agrees to continue its concerted effort in recruitment to pursue affirmative employment objectives.

Section 3

In keeping with EEOC and NPS requirements, the Employer agrees to continue the appointment of appropriately trained EEO Counselors who are readily accessible to employees. The Employer further agrees to the following:

- A. EEO Counselors will inform all bargaining unit employees when they seek counseling that they have a right to be accompanied and represented by a representative of that employee’s choice at all stages of the administrative discrimination complaint process.
- B. In accordance with 5 U.S.C. § 7114(a)(2)(A), the Union may be present at all EEO meetings between the Employer and an employee.

Section 4

The parties shall convene a Diversity and Inclusion WASO work group to discuss diversity and inclusion work-related issues and standards within WASO. The group shall be comprised of two Union appointed representatives and no more than two non-bargaining unit representatives (however, the Employer may appoint the WASO Workforce Diversity and Inclusion Specialist for one of its spots). The Employer shall provide the work group with reasonable information requested in order to further the mission of the work group.

The group shall present any recommendations or findings to the Associate Director of Workforce and Inclusion.

Section 5

The Employer is committed to providing a work environment free of discrimination because of sexual preference or orientation.

Section 6

Nothing in this Agreement prohibits an employee from being represented by a Union Steward at any stage of the EEO complaint process including the counseling stage.

ARTICLE 34: COMMUNICATION

Section 1

The parties agree that effective communication is an essential tool of productive management. It should be used as a means of conveying the employer's expectations of the employees and to facilitate the work of the Employer. Communication should be realized at various levels throughout the office structure, and should be presented in both oral and written form.

- A. It is important to provide a regular forum for communication and discussion between the Employer and employees as a means of improving efficiency and reducing misunderstandings that inevitably result from the lack of communication.
 - 1. Office wide meetings should occur at least once a month at a pre-appointed day and time to encourage group participation.
 - 2. Meetings should also be held at regular intervals among the various branches within the office, and/or among those in the same discipline.
 - 3. Upon approval of the Employer, meetings on an "as needed" basis may be called by employees to discuss office matters of pertinence to all employees or segments of the larger staff in an effort to facilitate, communicate or solve problems. Approval shall not be unreasonably denied.

- B. Guidelines, procedures, and policies (either office or agency-wide) will be available for review by the employees in order to facilitate the work of the agency/bureau/division. All procedures that employees are expected to perform during the course of their work should be outlined in a written format. This material should be provided to each individual affected by, or expected to perform, the procedure, and located in a communal area accessible by all employees.

Section 2

The parties also agree to use e-mail as an effective method of communication within the agency or individual office. E-mail will not, however, be used as the sole source of inter-office communication, nor will it be used as a substitute for staff meetings that facilitate dialogue between managers/supervisors and employees and among employees.

ARTICLE 35: EQUIPMENT

The Employer will provide each employee with all necessary equipment to facilitate successful completion of tasks outlined in the employee position description and performance plan. The equipment will be reliable and have the capability to perform the work effectively. Equipment includes but is not limited to:

- A. Personal computers, reasonably upgraded and efficient.
- B. Software, as needed and upgraded to keep current with work expectations and office-wide operating systems.
- C. Internet access, provided for all PCs.

ARTICLE 36: PERFORMANCE EVALUATION

Section 1

- A. This Article shall be interpreted and applied in a manner consistent with law, rule, and government-wide regulation.
- B. Performance management is the systematic process by which the Employer involves its employees, as individuals and members of a group, in improving organizational effectiveness in the accomplishment of the Employer's mission and goals. The objective of performance management is to articulate the expectations of individual and organizational performance, to provide a meaningful process by which employees can be evaluated and rewarded for noteworthy contributions to the organization and its mission, and provide a mechanism to improve individual/organizational performance as necessary.
- C. Individual and organizational goals will be communicated to all employees such that the employees understand how job responsibilities and requirements support the overall strategic mission of the Department, bureau/office, and/or work unit.
- D. Individual responsibility for accomplishing team and organizational goals will be identified and performance will be evaluated so the results of performance management may be used as a basis for appropriate personnel actions.

Section 2

The elements of the Performance Plan include:

- A. Critical Elements: Mission based outcome or end product that is essential to overall success in the position. An employee will have one (1) to five (5) critical elements identified by the Employer and based upon the employee's position description. Critical elements will describe work assignments that are within the employee's control. Critical elements will not be used to measure the individual employee to a group goal.
- B. Performance Indicators: Qualitative and/or quantitative measures of success appropriate to the employee's critical elements. Indicators and standards will be clearly written and specific to the job. Indicators and standards will be fair, equitable (i.e., comparable to expectations for other employees in similar positions) and attainable.
- C. Progress Reviews: One of the primary objects of the performance management system is to improve communications between the Rating Official and the employee concerning performance expectations and results. The review form must be signed to by both parties to document periodic performance discussions between the supervisor and the employee during the rating period. After each progress review, employees are encouraged to summarize the discussion and transmit it to their supervisor. These reviews are in addition to the initial meeting to develop the performance plan and the annual rating discussion.

- D. Summary Rating: At the end of the rating period, the Rating Official assigns a summary rating level of “Exceptional,” “Superior,” “Fully Successful,” “Minimally Successful,” or “Unsatisfactory.” A summary rating of “Fully Successful” or higher means that an employee has met the performance expectations of each critical result. Summary ratings of “Minimally Successful” or “Unsatisfactory” require written explanations specifically describing the performance deficiencies, and procedures set forth to improve efforts.
- E. Certification: The rating form must be signed and dated at the beginning of the rating period by the employee, the Rating Official (and when appropriate, the reviewing official) to indicate that the performance plan has been discussed with the employee. The document must likewise be signed at the conclusion of the rating period when the summary rating is determined and discussed with the employee. The employee’s signature does not indicate concurrence with the summary rating. The employee still has the opportunity to request reconsideration of the summary rating.

Section 3

- A. The Rating Official and the employee will meet to discuss all performance criteria set forth in the employee’s performance plan and any expectations regarding the quality, quantity, or timeliness of work assignments. Such meetings must take place at the beginning of the rating period and at least once again at the mid-year review, subject to the potential for two meetings pursuant to Section 3.B below within the rating period, or whenever there is a change in performance criteria. The employee may seek clarification from the Rating Official concerning the meaning of performance criteria. Such clarification should include relating how the performance plan for the position relates to the specific duties, responsibilities, or major projects assigned to the employee on a recurring basis, as well as the employee’s position description.
- B. The Rating Officials are responsible for:
 - 1. Engaging the employee in the process of determining critical elements and performance standards, and documenting the elements and performance standards in a performance plan within sixty (60) days of the beginning of the appraisal period, the employee’s entrance on duty, the assignment of an employee to a detail or temporary promotion scheduled to exceed 120 days, the assignment of an employee to a new position, or their assignment to a new or different supervisory position. It is the responsibility of the Rating Official to prepare the standards, with input from the employee;
 - 2. Ensuring that each employee’s performance plan has at least one critical element that is linked to strategic goal(s) of the organization. The Rating Official will determine which mission strategic goal(s), end outcome goal(s), end outcome performance measure(s), strategies, or strategy performance measure(s) to utilize for developing the critical element and standards in each employee’s performance plan;
 - 3. At a minimum, the benchmark standard is to be augmented at the Fully Successful level. However, if the supervisor has not augmented the other four levels beyond the

benchmark language, at the request of the employee, the supervisor will meet with the employee to discuss how to meet or exceed those levels. The supervisor will provide a written synopsis of the meeting and the described expectations to the employee;

4. Monitoring employee performance during the rating period and communicating with employees on an ongoing basis about their performance as compared to the performance standards;
 5. Conducting at least one progress review, or two (2) progress reviews when progress falls below Fully Successful, for each employee between the initial annual planning session and the end of the rating period and incorporating the employee's summary of the reviews as part of the formal record;
 6. Obtaining and using feedback from internal and external customers, team members, coworkers, suppliers, or others as appropriate, concerning employee performance;
 7. Assisting employees throughout the rating period in improving aspects of performance identified as needing improvement;
 8. Preparing interim ratings, as necessary;
 9. Preparing the rating of record and meeting with employees to discuss the rating and employee developmental needs;
 10. Recognizing employees who demonstrate high-quality performance and assuring that there is equity and consistency of consideration for Quality Step Increases, awards, etc., in the organization for which they are responsible;
 11. Taking remedial action, in accordance with 5 CFR § 432, for employees who do not achieve at least a fully-successful rating for one or more individual critical elements;
 12. Preparing the rating of record and meeting with employees to discuss the rating and employee developmental needs and incorporating the employee's summary of accomplishments and any related documents as part of the formal record; and
 13. If at any time during the rating cycle performance becomes an issue, the supervisor and employee should meet as often as necessary to discuss the matter.
- C. The employee is responsible for:
1. Providing review and comment to his/her Rating Official in the process of determining critical elements;

2. Assuring that he/she has a clear understanding of his/her Rating Official's expectations, and of how the critical elements relate to the mission of the organization; and requesting clarification if necessary;
3. Signing for receipt of the performance standards and completed performance appraisal (signature indicates receipt only, not necessarily agreement);
4. Managing their performance to achieve at least fully successful performance on critical elements, and bringing to his/her Rating Official's attention circumstances that may affect achievement of fully successful performance;
5. Seeking performance feedback from his/her Rating Official and internal and external customers as appropriate;
6. Participating in discussions of his/her performance; and
7. Taking action to improve aspects of performance identified as needing improvement.

Section 4

- A. The Employer's policy for addressing situations where an employee's performance is not at least Fully Successful for one or more performance criterion is to give the employee an opportunity to improve. If at any time during the evaluation period, the Rating Official determines that the employee's performance in any performance criterion does not meet expectations, the Rating Official will counsel the employee. Action will not be postponed until the end of the rating period. During these discussions, the performance plan must be reviewed and the employee specifically informed of how he/she is failing to meet the established standards. The specific efforts that the supervisor and the employee will take to assist the employee in overcoming problems must be outlined. Assistance provided by the Rating Official may include but is not limited to closer supervision, on-the-job training, or formal training. The supervisor will document all counseling sessions with a copy provided to the employee. To the extent possible, this must occur no less than thirty (30) calendar days prior to the evaluation due date (or appointment renewal date).
- B. Continued deficient performance may necessitate a more formal action; in such circumstances, employees who remain in their position and who fail to meet expectations despite counseling and the efforts set forth in 4.A above will be placed on a Performance Improvement Plan (PIP) and given a reasonable opportunity to improve his/her performance.
 1. The Rating Official will meet with the employee to develop a written PIP.
 2. The written PIP will document the critical elements for which performance is unacceptable and the standards that need improvement. It will also include information as to how the employee can improve performance and provide for no

less than biweekly meetings with the Rating Official. The Rating Official will maintain documentation on the employee's performance.

3. The written Performance Improvement Plan will provide information on the length of time that the employee will have to improve performance. Employees shall be provided a sufficient period of time in which to correct or improve their performance to an acceptable level.

Section 5

- A. Rating Officials will conduct at least one (1) progress review, or two (2) progress reviews consistent with Section 3B above, with each employee between the initial annual planning session and the end of the rating period. At the conclusion of each progress review, the Rating Official and employee will initial and date the Departmental review form.
- B. During each progress review, the Rating Official and employee will discuss the employee's progress towards achieving critical results. The process involves a dialogue between the Rating Official and the employee about the employee's performance to date in comparison to the performance plan. The reviews provide the employee and the Rating Official with the opportunity to discuss progress in relation to major goals or objectives and to modify the performance plan, where necessary (e.g., if duties and responsibilities change).

At the employee's request, during the mid-year progress review, the Rating Official shall document and describe how the employee's performance can be improved in order to achieve the various levels of performance above the employee's current performance level.

- C. The progress reviews also provide the Rating Official with an opportunity to notify the employee if his/her performance does not meet expectations. Changes in projects, assignments, etc., may be discussed so there is an understanding about what is expected in the second half of the rating period. For employees who are not achieving results, the Rating Official should document the specific problem areas and describe how performance must be improved in order to obtain a "fully successful" rating.

Section 6

- A. Normally, within thirty (30) calendar days, but in no case longer than sixty (60) calendar days, barring extenuating circumstances, following the end of the rating period, the Rating Official will consider the employee's performance during the rating period, including any feedback received, and assign a rating in each critical result area. In the event that the employee does not have an opportunity to perform a critical result, no rating should be assigned, and the words "Not Rated" should be written on the form.
- B. All ratings of "Exceptional," "Minimally Successful" and "Unsatisfactory" must be approved by the reviewing official prior to discussion with the employee.

Section 7

- A. Normally, a performance evaluation will be completed once per year for each employee, with at least one progress review, or two progress reviews consistent with Section 3B above, in between.
- B. An employee will receive documentation of performance prior to the year-end evaluation in the following circumstances:
 1. Interim appraisals are assigned when an employee completes a detail or temporary promotion over 120 days or when an employee has served 90 days under a performance plan and changes positions during the annual appraisal period. Interim appraisals are also completed when the employee has been under the performance plan for at least 90 days and the supervisor leaves his/her supervisory position during the annual appraisal period.
 2. When an employee is detailed to a position that is expected to last longer than 120 days, written performance expectations will be provided to the employee as soon as possible, but no later than 30 calendar days after the beginning of the detail. Documentation of performance during the period covered by the detail is also required.
 3. Interim appraisals are also used to document a level of competence determination for within-grade-increase purposes when the employee's most recent rating of record is not consistent with the level of competence determination. A rating for this purpose becomes the rating of record.
 4. A copy of the interim appraisal must be provided to the employee and, if applicable, to the new supervisor. Any interim appraisals are then used by the new supervisor in assigning an official annual summary rating. The weight given to interim appraisals in deriving the annual summary rating shall be proportional to their share of the appraisal period. If an employee does not have an opportunity to perform a critical element, no rating will be assigned and the words "Not Rated" should be written on the rating form.
- C. The year-end evaluation will be issued to the employee normally within thirty (30) calendar days, but in no case longer than 60 calendar days—barring extenuating circumstances—after the end of the rating period (30 September). The only exceptions to this rule are as follows:
 1. The performance evaluation will be delayed if the employee has had less than 90 calendar days to perform under the performance criteria/expectations for him/her (e.g., the employee is newly hired or has been on extended leave). The evaluation will be delayed only for the amount of time necessary to meet the required minimum of ninety (90) days.
 2. When the employee is not available to receive the evaluation, it will be timely prepared by the Rating Official, but will not be effective or used in any employment

consideration until the evaluation has been shown to the employee and the employee has had an opportunity to prepare written comments.

3. The evaluation may be delayed up to thirty (30) days in order to provide time for the employee to improve performance pursuant to an administrative letter or a formal Performance Improvement Plan (PIP).
- D. A delayed performance evaluation does not change the due date for subsequent performance evaluations; i.e., if an employee received a delayed performance evaluation, the employee's next yearly performance evaluation must be completed by the standard due date.
- E. Rating Officials will prepare timely performance evaluations to the maximum extent possible.
- F. Failure on the part of managers/supervisors to prepare Performance Plans and/or Appraisals will be grounds for a grievance.

Section 8

- A. Performance evaluations will measure actual work performance in relation to the performance criteria set forth in the performance plan provided by the Employer.
- B. Performance evaluations will be completed in a fair, objective and equitable manner.
- C. Before preparing the evaluation, the Rating Official must provide the employee with an opportunity to submit an accomplishment report or other documentation he or she feels is relevant to the evaluation. Employees will be granted up to sixty (60) minutes of duty time to prepare the report.
- D. The Rating Official will consider all performance information involving the employee during the evaluation period. The Rating Official must inform the employee of all input relied upon to complete the evaluation.
- E. Rating Officials must also consider factors outside the employee's control that may have impacted upon performance, such as workload, changes in priorities, business exigencies, etc.
- F. In drafting the evaluation, the Rating Official evaluates the employee's results achievement against the expectations as stated in the performance plan.
- G. The Rating Official and the employee should meet to review accomplishments and discuss the evaluation. Adjustments to the evaluation are made when appropriate. If, for any reason, the Rating Official changes any of the ratings, a revised evaluation is prepared before the employee is asked to sign it. The employee's signature does not indicate agreement with the rating, and the rating does not require the employee's signature to be official.

- H. Employees will be provided with a reasonable amount of duty time to prepare written comments concerning the Rating Official's determination of performance. This time should be granted no later than five (5) calendar days after it is requested. To the extent possible, employees must submit these comments within ten (10) calendar days after meeting with the Rating Official. Such comments will be directly on or attached to the evaluation and become part of the evaluation package. The Rating Official will take an employee's oral or written comments into consideration.
- I. In the event that a Rating Official determines that an employee does not meet expectations, the Rating Official shall forward the rating to the appropriate reviewing official for review/approval. The reviewing official must approve or disapprove the evaluation. He/she is responsible for ensuring the consistent application of performance criteria within their organization and ensuring that only those employees who do not meet expectations are rated accordingly.
- J. Employees will be provided with a reasonable amount of duty time to prepare written comments concerning any evaluation approved by the Reviewing Official. This time should be granted no later than five (5) calendar days after it is requested. To the extent possible, employees must submit these comments within ten (10) workdays after receipt of the performance evaluation. Such comments will be made directly on or attached to the evaluation and become part of the evaluation.

Section 9

- A. When a grievance is resolved (including an appeal) and ratings are directed to be changed, a fresh evaluation will be prepared reflecting the change(s) and signed by the supervisor. It will become the current evaluation and retained in any file where it is maintained for the duration of the evaluation period. The grieved evaluation will be destroyed. If the grievance is denied and the evaluation is sustained, the grieved evaluation will become the current evaluation and retained in any file where it is maintained for the duration of the evaluation period.
- B. An employee may file a grievance concerning a performance evaluation after the evaluation was issued or after the evaluation was used in a personnel action (i.e., promotion, adverse action) in accordance with the negotiated grievance procedure.

Section 10

An employee's Summary Rating is used in the following personnel actions:

- A. Within-grade increases (WGI): An employee must have a current rating of record of "Fully Successful" or better in order to be granted a WGI.
- B. Awards: See Article 37.
- C. Promotion: In order to receive a career ladder promotion, an employee must have a current rating of record of "Fully Successful" or better.

- D. Reduction-in-Force (RIF): In a RIF, employees will receive service credit based on an average of the employee's three most recent ratings of record received during the 4-year period prior to the date of issuance of a specific RIF notice. Employees will receive the maximum service credit permitted under law and regulation for each of the rating levels.
- E. Actions based on unacceptable performance: If at any time during the rating period an employee's performance is determined to be "Minimally Successful" or "Unsatisfactory" in one or more individual critical results, the employee will be given a Performance Improvement Plan and an opportunity to demonstrate improved performance.
- F. In addition, the performance plan, progress reviews, and summary rating provide a basis and an opportunity to determine whether an employee's performance could be improved/enhanced by training or other developmental activities (Individual Development Plan or Career Development Plan) as described in Article 29.

Section 11

The Employer will furnish to the Union, on or before December 15th of each year, a list of all employees most recent rating date and most recent rating.

ARTICLE 37: AWARDS

Section 1

- A. This Article shall be interpreted and applied in a manner consistent with the most recent Department of the Interior Handbook, as well as with law, rule, and regulation.
- B. Each fiscal year, the Employer will grant awards in a fair, equitable, and objective manner in accordance with this Agreement and applicable rules and regulations. The Employer will provide notice and bargain to the extent required by law over any changes in regulation, policy, practice or administration of the awards program.
- C. The Employer is responsible for reviewing the performance of employees and for identifying employees who have made a special contribution and considering them for awards.
- D. The Union will be given timely advance notification, an invitation to attend and an opportunity to participate at any NPS-wide or Washington Headquarters Office-wide award ceremonies.

Section 2 – Incentive Awards Program

- A. The Incentive Awards program covers superior accomplishment awards for special acts or service, length of service recognition, and a variety of non-cash honor awards.
- B. Annually, or more frequently as appropriate, the Employer will notify all employees and the Union, through employee bulletins or other appropriate forms, of incentive awards known to the Employer and for which the Employer has the authority to approve.
- C. Such notification will contain, when they exist and are known to the Employer, either a brief explanation of the criteria involved or, when appropriate, a reference to the written instruction containing such criteria.
- D. The Employer agrees it will establish no quotas or predetermined distribution rates for the size and number of incentive awards.
- E. Special act or service awards recognize a contribution in the public interest that is:
 - 1. A non-recurring contribution either within or outside of job responsibilities;
 - 2. A scientific achievement;
 - 3. An act of heroism.

- F. The following criteria apply to special act or service awards:
1. The individual or group contribution must have been a one-time occurrence. It may be a single action or series of actions, performed either within or outside normal responsibilities. It may be an act of heroism, a special project or assignment that involved overcoming unusual difficulties, the performance of assigned duties with special effect or innovation that resulted in significant economic or other highly desirable benefits, or a creative effort that makes an important contribution to science or research. The determining factor in distinguishing what constitutes a special act or service is the one-time nature of the contribution itself. An aspect of the job can be recurring, but a special act or service award may be appropriate for a one-time special effort in performing that aspect of the job that would not otherwise be appropriately recognized through a performance award.
 2. Special act or service awards can also be used to recognize employees or groups of employees whose disclosure of fraud, waste, or abuse results in tangible or intangible benefits to the Government.
- G. Employees will be notified of the approval of any award, and issued a certificate within thirty (30) days of approval.
- H. The Employer agrees to deliver to the Union annual notification, on or before October 15 of each year, of all employees who have received awards, the kind of awards they received, the recipient's position, grade, Division/Office and the amount of the award for the past fiscal year. Such notification will contain, when they exist and are known to the Employer, either a brief explanation of the criteria involved or, when appropriate, a reference to the written instructions containing such criteria. Additionally, the Employer will provide the total annual bargaining unit salary of WASO bargaining unit employees. "Total annual bargaining unit salary" will be determined by the total prior fiscal year actual salary cost (base + locality).

Section 3 – Performance Awards

- A. The Employer and the Union agree that the performance awards program applicable to all bargaining unit employees will be governed by NPS instructions, contingent upon availability of funds:
1. Employees who receive an "Exceptional" or "Superior" summary rating must be strongly considered for a Performance Award. Normally, any employee who receives an Exceptional rating shall be granted a monetary or time off award based upon their performance rating. All WASO employees shall receive the same consideration, regardless of office. (See Section 4 concerning Time-Off Awards).
 2. Employees who receive a "Fully Successful" summary rating may be granted a Performance Award, which can either be in cash or time off. (See Section 4 concerning Time-Off Awards). Any employee who receives a "Fully Successful"

summary rating but does not receive an award will receive a written explanation, upon request.

3. Employees who receive a “Minimally Successful” or “Unsatisfactory” summary rating will not be eligible for a Performance Award.
- B. Employees who receive a “Fully Successful” summary rating and who do not receive any Performance Award may file a grievance subject to applicable law, regulation and this Agreement.
- C. Annually the Employer will provide to the Union an updated copy of the implementation plan developed by the Employer, including the established award ranges and/or amounts.
- D. Performance awards will be issued to employees as timely as possible, however, the Employer will make every reasonable effort not to exceed 90 days after receipt of their annual performance ratings.
- E. The Employer will provide to the Union an annual list, on or before December 1 of each year, of all bargaining unit employees who have received awards for the previous fiscal year by name, position title, grade and location/POD. The list will indicate whether the award was a Time-Off Award, Quality Step Increase or the amount, if a cash award.
- F. Annually, or more frequently as appropriate, the Employer will notify all employees of performance awards known to the Employer and for which the Employer has the authority to approve or to nominate for approval.
- G. Such notification will contain, when they exist and are known to the Employer, either a brief explanation of the criteria involved or, when appropriate, a reference to the written instructions containing such criteria.
- H. A copy of the annual notification referenced in subsection F will be provided to the Union in a timely fashion.

Section 4 – Time-Off Awards

- A. Employees may receive a time-off award for performance. Employees may also receive time off awards for contributions to the quality, efficiency, or economy of Government operations. Examples of employee achievement that might be considered for a time off incentive award include:
 1. Making a high quality contribution involving a difficult or important project or assignment;
 2. Displaying a special initiative and skill in completing an assignment or project before its deadline;

3. Using initiative and creativity in making improvements in a product, activity, program, or service;
 4. Ensuring the mission of the unit is accomplished during a difficult period by successfully completing additional work or a project assignment while maintaining the employee's own workload; and
 5. Making a contribution to a project that is more than what is typically expected of an employee in that position.
- B. The criteria used will apply to all bargaining unit employees regardless of grade or assignment.
- C. As required by applicable regulation, each determination to grant a time-off award shall be reviewed and approved by an official who is at a higher level than the official who made the initial decision. Approval will be based on reasonable and relevant criteria applied uniformly to all similarly situated employees.
- D. The Employer has determined that the first line supervisor may be delegated authority to approve periods not to exceed one workday without further approval.
- E. Employees may inform the Employer of a preference to receive time off or cash for a performance or incentive award. The Employer will consider employee preference in the event the employee is to be nominated for a performance or incentive award; however, employee preference will not be binding on the Employer. In cases where the Employer does not accommodate an employee's expressed preference, the Employer will explain the basis for the decision upon the Employee's request.
- F. The use of time off granted under this section shall be subject to approval by the Employer under the criteria established for use of accrued annual leave. When physical incapacitation for duty occurs during a period of time off granted under this section, an employee may request sick leave for the period of incapacitation.
- G. In accordance with applicable regulations:
1. A time-off award may not be converted to a cash payment under any circumstances.
 2. Full time employees may not be granted more than 80 hours of time off during a single leave year.
 3. The maximum amount of time off during a single leave year for part-time employees or employees with an uncommon tour of duty is the average number of hours of work in the employee's biweekly scheduled tour of duty.
 4. For full time employees, time-off awards are limited to a maximum of 40 hours for a single contribution.

5. The maximum time off award for a single contribution for part-time employees or employees with an uncommon tour of duty is one-half the maximum amount of time that could be granted under Section G.4. above.

Section 5

- A. Quality step increases may be given in the case of exceptional performance when the following criteria are met:
 1. The employee has been assigned an “Exceptional” annual performance rating for any rating period ending on or after the implementation date of this Agreement;
 2. The employee was assigned an “Exceptional” annual performance rating in no less than two (2) of the three (3) immediately preceding rating periods;
 3. The employee is serving in a permanent position with NPS;
 4. The employee has not received a QSI within the previous 52 calendar weeks; and
 5. The employee is serving under the GS or GL pay plans.
- B. QSIs shall be made effective no later than two full pay periods after it is approved by the authorizing official. The effective date may be delayed up to 4 pay periods when requested by the employee.

ARTICLE 38: NOTICES TO EMPLOYEES

Section 1

When the Employer presents to an employee a “written notice”, the employee will receive an original and one copy of each such notice. The copy will state at the top of the first page: “THIS COPY MAY AT YOUR OWN OPTION BE FURNISHED TO YOUR NTEU REPRESENTATIVE.”

Section 2

For purposes of this Article, the term “Written notice” includes, but is not limited to:

1. Letters of proposed disciplinary or adverse action;
2. Letters of advance notice on a decision to impose a reduction-in-force;
3. Letters placing an employee on sick leave restriction;
4. Notice of a decision to separate a probationer;
5. Notice of involuntary assignment to a different position;
6. Letters of decision for disciplinary actions (Article 39);
7. Letters of decision for adverse actions (Article 40);
8. Notices of involuntary reassignments (Article 24); and
9. Letters to term employees indicating that for cause they will not receive a new appointment, they will not receive an extension of their appointment, or they will receive termination.

ARTICLE 39: DISCIPLINARY ACTIONS

Section 1

- A. For the purpose of this Article, a disciplinary action is defined as a written letter of admonishment, reprimand, or a suspension of fourteen (14) calendar days or less.
- B. Disciplinary actions will be taken only for such cause as will promote the efficiency of the Service. Such actions must be consistent with applicable laws and government-wide regulations.
- C. If a disciplinary action is canceled, all documentation relative to the action will be destroyed, with confirmation of said action sent to the employee.

Section 2

- A. In taking disciplinary action against employees, the Employer shall consider progressive discipline as a means of correcting behavioral problems and reducing the need for more costly traditional disciplinary actions. Use of progressive discipline is an option that is not required to be used by the Employer.
- B. Prior to deciding what disciplinary action is a proper response to the incident or act, the Employer will consider the factors outlined in *Douglas v. Veterans Administration* (5 MSPB 280 (1981)).
- C. In deciding what action may be appropriate, the Employer will give due consideration to the relevance of any mitigating and/or aggravating circumstances as set forth by prevailing law.

Section 3

Unless prohibited by law, any and all documents or any other evidence, upon which a disciplinary action is based, will be made available to the affected employee and his/her designated representative. This provision in no way limits the Union's right to information under 5 U.S.C. Section 7114.

Section 4

- A. The employee has a right to Union representation at any examination of them by the Employer, in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee so requests representation.
- B. The provisions of Article 3 (Employee Rights) apply to examinations under this Article.
- C. Where the Employer has relied on witnesses to support the reason for a disciplinary action, to the extent any written statements were taken, they will be made a part of the file that is provided to the employee and his/her representative.

Section 5

A. For Letters of Admonishment or Reprimand the following procedures will apply:

1. The Employer will hand-deliver the letter to the employee, if practicable, provided the employee is in a duty status. If a meeting is held to deliver the letter, the employee will be entitled to Union representation. Letters that are not hand-delivered may be sent via Certified Mail with Return Receipt or email with read receipt.
2. The letter will include the specific reasons for the action, the retention period in the Official Personnel Folder, the employee's right to reply and the time limits for same, and the employee's rights and time limits for filing a grievance. The employee will also be provided with any and all documentation or other evidence upon which the action is based.
3. The employee and his/her representative will be given fifteen (15) calendar days from the date on which the employee receives the information relied upon for the discipline in which to reply in writing to charges in the letter. In the event the employee elects not to grieve the action, any reply will be attached to the official copy and, if the charge is a letter of reprimand, then the charge and reply will be filed in the Official Personnel Folder. The employee will have a reasonable amount of official time (generally not to exceed two (2) hours) to prepare this reply.

B. Except in emergency situations, for a suspension of fourteen (14) calendar days or less, the following procedure will apply:

1. The Employer will provide the affected employee with fifteen (15) calendar days advance written notification of the proposed suspension. The employee will be provided written notification of the issuance of a suspension in person, so long as the employee is in a duty status. If a meeting is held to inform the employee of the suspension, the employee will be entitled to Union representation.
2. In cases where a suspension is proposed for reasons of off-duty misconduct, the Employer's written notification will also contain a statement of the nexus between the off-duty misconduct and the efficiency of the Service. If the Employer elects to change the stated nexus prior to issuing a final decision letter, the employee will be informed of such changes or modifications in writing and be given an opportunity to respond prior to final Employer action.
3. An employee has the right to make an oral and/or written reply within fifteen (15) calendar days of the employee's actual receipt of the letter of proposed action or from the date in which the employee receives the information relied upon for the discipline, whichever is later. Prior to the expiration of the fifteen (15) calendar days, the employee will have a reasonable amount of official time to prepare for and to make the oral and/or written reply. If the employee elects to make an oral reply, the oral reply will be made to the deciding official. The employee may submit a

written outline of the points covered upon conclusion of the oral reply. Either party may record the oral reply. The Union will provide written notice of inconsistencies to be incorporated into the record within five (5) calendar days of receipt. When the parties agree to meet face-to-face, the Employer will pay all the travel and per diem expenses of the employee.

4. The deciding official shall issue a written decision based upon the evidence presented and the employee's response, if any, within a reasonable period of time following the oral or written reply.
5. The final decision in any sustained suspension will be made by a higher level management official than the official who issued the notice of proposed action. The final decision letter will contain the Employer's findings with respect to each charge and/or specification made against the employee in the notice of proposed action, and the dates of the suspension. The final decision will contain a statement of the employee's right to file a grievance as stated in the negotiated grievance procedure contained in this Agreement.
6. Once a final decision has been issued by the Employer, the Union has the right to interview witnesses or other parties providing statements, or other evidence relied upon or considered by the Employer.

Section 6

Letters of reprimand will be removed from an employee's electronic Official Personnel Folder (eOPF) no later than two (2) years from the date of issuance. All references to such will be destroyed at that time and may not thereafter be relied upon or used as evidence in any subsequent action, unless, prior to the removal of the Letter of Reprimand from an employee's eOPF, the Employer relies on them to support a subsequent action. Letters of Warning or Admonishment will not be placed in an employee's OPF.

ARTICLE 40: ADVERSE ACTIONS

Section 1

- A. An adverse action, for the purpose of this Article, is defined as a removal, a suspension for more than fourteen (14) calendar days, a reduction in grade, a reduction in pay, based on performance and/or conduct, and a furlough of thirty (30) calendar days or less of an employee.
- B. Adverse actions will be taken only for such cause as will promote the efficiency of the Service as interpreted and applied by the Merit Systems Protection Board. Such actions must be consistent with applicable laws and government-wide regulations.
- C. If an adverse action is canceled, all documentation relative to that action will be destroyed, with confirmation of such action sent to the employee.

Section 2

- A. In taking disciplinary action against employees, the Employer shall consider progressive discipline as a means of correcting behavioral problems and reducing the need for more costly traditional disciplinary actions. Use of progressive discipline is an option that is not required to be used by the Employer.
- B. Prior to deciding what disciplinary action is a proper response to the incident or act, the Employer will consider the factors outlined in Douglas v. Veterans Administration (5 MSPB 280 (1981)).
- C. In deciding what action may be appropriate, the Employer will give due consideration to the relevance of any mitigating and/or aggravating circumstances as set forth by prevailing law.

Section 3

Unless prohibited by law, any and all documents or any other evidence, upon which a disciplinary action is based, will be made available to the affected employee and his/her designated representative. This provision in no way limits the Union's right to information under 5 U.S.C §7114.

Section 4

- A. The employee has a right to Union representation at any examination of them by the Employer, in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee so requests representation.
- B. The provisions of Article 3 (Employee Rights) apply to examinations under this Article.

- C. Where the Employer has relied on witnesses to support the reasons for an adverse action, to the extent any written statements were taken, they will be made a part of the file that is provided to the employee and his/her representative.

Section 5

- A. In all cases of proposed adverse action, except for emergency suspensions, emergency furloughs and actions taken in which there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, the employee will be given written notice stating the specific reasons for the proposed action thirty (30) calendar days in advance of the action and informed of their right to reply to the proposed action. The written notice shall include the following:
 - 1. Specific action proposed;
 - 2. Specific reason for proposed action;
 - 3. Deciding official to whom the employee may respond;
 - 4. Employee's right to respond orally and/or in writing, including affidavits or other written statements in support of his/her response;
 - 5. Employee's response will be considered by the deciding official; deciding official will consider factors outlined in Douglas v. Veterans Administration, 5 MSPB 280 (1981);
 - 6. Employee's right to be represented by a Union Representative or by an attorney of his/her choosing;
 - 7. Employee's status during the notice period; and
 - 8. Employee's and/or his/her representative's entitlement to a reasonable amount of official time to review the material relied upon to support the reasons given in the notice, to secure affidavits or other written statements and to prepare a response to the notice.
- B. In cases where an adverse action is proposed for reasons of off-duty misconduct, the Employer's written notification will also contain a statement of the asserted nexus between the off-duty misconduct and the efficiency of the Service. If the Employer elects to change the stated nexus prior to issuing a final decision letter, the employee will be informed of such changes or modifications in writing and be given an opportunity to respond prior to final Employer action.
- C. An employee may request an oral reply within seven (7) workdays of his/her actual receipt of the letter of proposed action, or the bargaining unit employee's receipt of the information relied upon, whichever is later. An employee also has the right to make a written reply within twenty (20) calendar days of the employee's actual receipt of the

letter of proposed action, or the bargaining unit employee's receipt of the information relied upon, whichever is later. If the employee elects to make an oral reply, the oral reply will be made to the deciding official. The employee may submit a written outline of the points covered upon conclusion of the oral reply. The employee or their Union representative may electronically record the oral reply after notifying all participating parties and obtaining consent, when required. The Employer will provide a copy of any summary/record of the oral reply, made by the Employer, to the employee or his/her Union representative within five (5) workdays. The Union will provide written notice of inconsistencies to be incorporated into the record within five (5) workdays of receipt. When the parties agree to meet face-to-face, the Employer will pay all the travel and per diem expenses of the employee.

- D. The deciding official shall issue a written decision based upon the evidence presented and the employee's response, if any, within a reasonable period of time following the oral or written reply.
- E. The final decision in any sustained adverse action will be made by a higher level management official than the official who issued the notice of proposed action. The final decision letter will contain the Employer's findings with respect to each charge and/or specification made against the employee in the notice of proposed action. The final decision will contain a statement of the employee's right to appeal an adverse decision to the Merit Systems Protection Board or for the employee's Union to invoke arbitration on the issue in accordance with Article 51 of this Agreement, but not both.

Section 6 - Adverse Action Based on Performance

- A. The Parties recognize that the terms of this section apply to unacceptable performance actions. It is further recognized that, in taking an action based on demonstrated unacceptable performance, the Employer, as in all adverse actions, will avoid disparate treatment of employees.
- B. The Employer will make reasonable efforts to assist employees in improving deficient performance and will provide an opportunity to improve before initiating any adverse action based on performance, through the development and implementation of a Performance Improvement Plan (PIP) pursuant to Article 36.
- C. When the Employer determines that an employee's performance is unacceptable, the Employer will give the employee a notice in writing that will:
 - 1. Identify specifically where the employee's performance is unacceptable.
 - 2. Provide specific examples of how the employee's performance is failing to meet the acceptable standard.
 - 3. Specify what the employee will do in order to bring performance up to an acceptable level.

4. State specifically what actions the Employer will take to assist the employee to bring performance up to an acceptable level.
 5. Allow a reasonable time, but not less than ninety (90) calendar days, for the employee to bring performance up to an acceptable level before any further action is taken.
- D. When adverse action is proposed, the Employer will rely on employee performance that occurred one (1) calendar year or less prior to the date on which the employee received the thirty (30) day advance notice letter, only after it has shown unacceptable performance during the opportunity period. However, the employee is still required to maintain a fully satisfactory level of performance for a period of one year from the date of the Performance Improvement Plan. Action may be taken to remove the employee from their position without providing another improvement opportunity.

Section 7

- A. In the event an unfavorable final decision is issued, the employee shall be advised that he/she has the right to appeal an adverse decision to the Merit Systems Protection Board or that the employee's Union has the right to invoke arbitration on the issue in accordance with Article 51 of this Agreement, but not both. The appropriate MSPB address and the name and duty phone of the Union President will be included in the final decision notice.
- B. The Union may independently appeal a final Employer decision directly to arbitration in accordance with Article 51 of this Agreement.
- C. The burden of proof in any arbitration contesting an adverse action will be on the Employer and be by a preponderance of evidence.

ARTICLE 41: WAIVER OF OVERPAYMENTS

An employee may request a waiver of an erroneous payment of pay or allowances or an erroneous payment involving travel, transportation or relocation expenses in whole or in part. The Employer may recommend waiver of the obligation to repay such overpayment, if that overpayment occurred through administrative error and there is no indication of fraud, misrepresentation, fault, or lack of good faith on the part of the employee and is otherwise in accordance with 5 U.S.C. § 5584 and applicable regulations. The Employer may suspend collection of the overpayment in question pending final decision of the waiver request.

ARTICLE 42: OUTSIDE EMPLOYMENT

Section 1

- A. Employees are permitted to engage in outside employment without prior approval, provided such employment is consistent with applicable law, regulations issued by the Office of Government Ethics, and Department ethics guidelines. Employees shall obtain written approval from a designated DOI or NPS ethics counselor before engaging in outside employment with a prohibited source as defined by 5 CFR § 2635.203. Should the Employer issue any supplemental standards, it will notify the Union and negotiate over any and all legally negotiable matters prior to effectuating the proposed standards.
- B.
1. Consistent with 5 CFR § 2635.107, disciplinary action for violating 5 CFR Part 2635 or any supplemental agency regulations will not be taken against an employee who has engaged in outside employment in good faith reliance upon the advice of the ethics official, provided that the employee, in seeking such advice, has made full disclosure of all relevant circumstances. The employee will be requested to cease outside employment, for which permission was previously granted, and will be given notice in writing, no less than twenty (20) calendar days nor more than ninety (90) calendar days prior to the effective date that such employment is to cease, unless such outside employment is specifically prohibited by law. Within twenty (20) calendar days of receipt of such notice to discontinue outside employment, an employee may request the Director to review such order. Any such request shall contain a statement of the reasons for such a request. If the employee requests the Director to review the order, the Director, or designee, will promptly provide written notice of his/her determination to the employee.
 2. Employees should be reminded by an ethics counselor that where the employee's conduct violated a criminal statute, reliance on the advice of an ethics counselor does not necessarily ensure that the employee will not be prosecuted.
 3. If prior written approval is given and it is later determined that such employment is inconsistent with the provisions of 5 CFR Parts 2635 and 3501, disciplinary/adverse action for violating this part or any standards of ethical conduct will not be taken against an employee who has engaged in conduct in good faith reliance upon the advice of an ethics counselor, provided that the employee, in seeking such advice, made full disclosure of all relevant circumstances.
- C. Upon notification of a violation of a prohibition contained in law, or the determination that all relevant facts were withheld by the employee at the time the employee sought ethics advice (and the non-disclosed facts would have resulted in different advice provided to the employee), the employee will cease the outside employment or take other appropriate action to assure that continued outside employment does not conflict with any relevant law or regulation.

- D. Except in the case of a violation of a prohibition contained in law, if prior approval of outside employment has not been requested and it is later determined that the outside employment is in conflict with the provisions of 5 CFR Parts 2635 and 3501, the employee's willingness to remedy the conflict will be considered by the Employer when contemplating any disciplinary/adverse action. The foregoing does not apply in the case of a violation of a prohibition contained in law.
- E. A change in the assigned duties or other changes that have a material impact on the advice previously provided by the ethics official may result in a reversal of prior approval for outside employment. Such reversals will be made in accordance with this Article.

Section 2

The Employer will approve or disapprove an employee's written request to engage in outside employment as soon as possible, but not later than fourteen (14) calendar days from receipt of the employee's request. If a response is not received within the period prescribed, the request will be considered denied and the employee may proceed to the streamlined grievance process described in Section 3 below.

Section 3

The Employer will include a statement of its reasons for disapproving any such request. Employee grievances concerning the Employer's disapproval will be presented within thirty (30) calendar days of receipt by the employee to the expedited grievance process. Any such grievance that is not resolved within the time limits set forth in Article 49, may be appealed to arbitration in accordance with applicable provisions of this Agreement.

Section 4

Upon denial of a grievance regarding outside employment, if there is no dispute as to the facts, the Union may appeal to an outside arbitrator, designated nationally, to hear such cases in accordance with Article 51. Such an appeal will be filed within thirty (30) workdays of the denial of the grievance.

Section 5

While in non-duty status, intermittent employees, temporary employees or employees subject to furlough may engage in outside employment without obtaining prior written permission that is otherwise required. Upon return to duty status, employees will submit a written request to engage in outside employment if such activity continues.

ARTICLE 43: HEALTH AND SAFETY

Section 1

- A. To the extent of its authority and ability, the Employer agrees to provide a safe and healthy working environment free from recognized hazards that are likely to cause death or serious physical harm.
- B. To the extent of its authority and ability, the Employer agrees to comply with all applicable Occupational Safety and Health Administration (OSHA) standards and all related rules and regulations.

Section 2

The general safety and health responsibilities of the Employer are as follows:

- A. To assure compliance with all applicable Occupational Safety and Health Administration standards and related rules and regulations.
- B. To provide adequate support in the administration of the safety and health program.
- C. To assure the prompt cessation of unsafe or unhealthy working conditions.
- D. To provide adequate safety training for all employees, specifically in such areas as evacuation of buildings during suspected fire or bomb threats.
- E. To encourage practical safety attitudes among all employees.
- F. To conduct annual safety inspections for Headquarters owned and leased facilities. In addition, the Employer will conduct regularly scheduled air and water quality inspections every three (3) years, but such testing will be conducted more frequently for good cause. Furthermore, the Employer will promptly brief the Union representatives on any preliminary results and send all final test results and reports to the Union President and Chief Steward. Such inspections will be directed by qualified personnel designated by the Employer.
- G. To the fullest extent possible, conduct a fire drill at least once a year at each owned or leased building that employees work in. No prior notice will be given to employees or supervisors. The Union agrees to assist the Employer in these matters by promptly notifying the Employer of any safety and health concerns or possible compliance problems. The Union maintains its right to directly contact appropriate public officials and organizations (e.g., OSHA) provided that the Union (a) does not interfere with the Employer's efforts to correct any known health and safety concern and, (b) the Union promptly supplies the Employer all of the same information it provided to the aforementioned public officials and organizations. The Union will be notified at least five (5) workdays in advance of any meetings held to discuss health and safety issues or

any health and safety inspection. The Union will be allowed to send one (1) representative of its choosing to these meetings or inspections on official time.

Section 3

- A. Pursuant to 29 CFR Part 1960 and free from reprisal, including charge to leave, an employee may decline to perform his/her assigned task because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures.
- B. When there arises an imminently dangerous condition at an employee's place of employment, that employee may remove himself or herself from the imminently dangerous condition by moving to a safer or healthier location. Notification of this imminently dangerous condition or any possible unsafe condition will be made to the immediate supervisor, or designee. Administrative leave may be appropriate when working conditions are considered unsafe or unhealthy.
- C. Where the employee has not received the Employer's permission to do this prior to moving, the employee will immediately notify the Employer of his/her actions and continue to make himself or herself available for work under appropriate employment conditions in accordance with the Employer's Time and Attendance Policies.
- D. In order to facilitate the immediate local relocation of affected employees away from an imminently dangerous condition of work until such condition is corrected and so that work may continue during such time, the Union and the Employer agree to suspend those provisions of this Agreement that would impede the rapid relocation of affected employees (e.g., details, assignments, work location) for ten (10) workdays or until the dangerous or unhealthy condition is corrected whichever is sooner. Absent unusual circumstances, such relocation will not affect employees' work schedules. Should it appear that the dangerous or unhealthy condition will persist beyond ten (10) workdays, the Employer and the Union shall commence immediately to bargain terms governing continuation of the temporary arrangements pending return to the original work arrangement or determination of a new work arrangement.
- E. To the extent feasible, normal work operations will be suspended when the temperature within the facility falls below 60 degrees or above 85 degrees, and employees will either be moved to an alternate worksite or granted administrative leave. If normal work operations are not suspended, employees who desire to leave the facility will be granted annual leave.

Section 4

The Employer will take appropriate action to be sure that employees are familiar with the proper means of leaving the office during a suspected emergency threat. Where an emergency threat is reasonably suspected, the Employer will evacuate affected employees to safer areas.

Section 5

- A. The Employer will provide a first aid kit in each building, and on each floor where more than thirty (30) employees are located. The Employer will designate a responsible person to maintain each kit in an employee work area, and the location of the kit will be clearly marked.
- B. The Employer will grant up to eight (8) hours of administrative time per calendar year for cardiopulmonary resuscitation and first aid training (including recertification) to designated interested employees, providing the scheduling of the training does not conflict with the Employer's mission, staffing and workload requirements.
- C. The Employer will publish the names of those employees who are trained in CPR techniques on the NPS intranet.
- D. To the extent possible, the Employer will provide a defibrillator at each of its health care units.

Section 6

To the extent possible, the Employer will continue to arrange for or provide flu shots as well as screening examinations for breast cancer, heart disease, and high blood pressure.

Section 7

When it is necessary for an employee to leave work because of illness or incapacitation, the Employer will provide assistance to insure that the employee is transported to his/her residence or a medical facility.

Section 8

The Union and the Employer will establish a joint labor-management subcommittee with equal representation to discuss the issue of health and safety. In addition, the parties can arrange for health and safety inspections of offices, as appropriate. At such sessions, the Employer will describe accidents that have occurred since the last report and the actions taken, any hazards identified to the Employer since the last report, and any revisions to regulations or policies relating to health and safety.

Section 9

- A. The Employer will provide the Union with information at its disposal regarding hazardous chemicals that are used in its buildings and grounds. This information will be provided as far in advance as possible, or as soon as the information becomes available, so that the Union can be informed about these chemicals prior to their use. Material Safety Data Sheets will be provided or made available.
- B. To the extent that it is within its knowledge, the Employer will provide advance notice to employees in the affected area regarding usage and identity of hazardous chemicals. Where there is a reasonable likelihood of harm, employees will move to safe areas while their area is contaminated.

Section 10

- A. When the Employer is informed that an employee has incurred an on-the job injury, the Employer will inform the employee of the benefits of the Federal Employees' Compensation Act. The employee will report the injury within 24 hours. It will be the responsibility of the Employer to issue to the employee all necessary forms to adjudicate his/her claim. If because of his/her injury the employee is not able to complete the necessary forms, the Employer will provide appropriate assistance for completion of the forms. The employee or the supervisor will initiate workers compensation claims (if appropriate) through the Department of Interior's Safety Management Information System (SMIS). The employee or the Employer will complete all required fields in SMIS.
- B. The parties agree that in the case of an employee incurring injury while in a travel status that the primary concern is the health and well-being of the injured employee. The Employer will make the following provisions in the case of an injury to an employee:
1. Assist the employee in receiving immediate medical assistance.
 2. Assist the employee in obtaining transportation to the nearest medical facility.
 3. Allow the employee to stay in the medical facility and receive appropriate medical treatment.
 4. Contact the employee's designated emergency contact.

Section 11

The Employer is responsible for informing employees of the safety procedures and requirements at the various facilities in which employees are located. Employees may not intentionally take any action that would disrupt any such procedures and requirements.

Section 12

The Employer will notify the Union President and Chief Steward of any planned construction at least thirty (30) days in advance, except in cases of bona fide emergency.

Section 13

Upon request, the Employer will provide equipment that minimizes eyestrain, back and muscle strain, and repetitive motion injuries such as carpal tunnel syndrome for employees working on personal computers.

Section 14 – Employee Assistance Program

- A. The Parties recognize alcoholism, drug abuse, and emotional problems as illnesses, which are treatable. In addition, the Parties recognize that other problems such as financial and other personal difficulties can manifest themselves in problems which can adversely affect an employee's performance or conduct. This Article shall be interpreted and applied in a manner consistent with law, rule, and regulation. During the life of the Agreement either party may propose changes to the underlying EAP policy. Such

proposed changes will be negotiated to the fullest extent permitted by law. Where the proposed change is inconsistent with, or in conflict with the terms of this Article, such change will only be subject to negotiation if mutually agreed to by the parties.

- B. The Employee Assistance Program focuses on those problems that cause poor attendance and/or less than satisfactory performance on the job and is designed to assist employees with emotional and behavioral problems to find treatment in the community and to continue working. As a result, the Program's goal is to rehabilitate the employee and improve performance or conduct, not to harm or remove the employee.
- C. An employee having a problem covered by the program will be assured that a request for counseling, diagnosis, or treatment will not jeopardize his/her job rights or security and that confidential handling of that employee's diagnosis and treatment of these problems is assured.
- D. It is agreed, however, that if an employee does not choose to participate in the program or, once participating does not show improvement in job performance and/or conduct, corrective action may be warranted.
- E. When conducting an interview or counseling session with an employee who appears to be experiencing problems covered in this Article, the Employer should focus on the employee's work performance or conduct related problems and advise the employee regarding available counseling.
- F. During meetings with management officials held in connection with this Article the employee may be accompanied by a Union representative if the employee requests representation. The Union will encourage employees to take advantage of available treatment under this program.

ARTICLE 44: UNION REPRESENTATIVES

Section 1

- A. The term “Union representative” is used in this Agreement to refer to all employees representing the Union, including Stewards, Chief Steward, and Union officers. No other bargaining unit employee(s) may be authorized by the Union to act on its behalf and receive official time under Article 46, unless mutually agreed to by the parties.

- B. The Union may select representatives to act on its behalf in accordance with the following:
 - 1. Union officers include a president, first-vice president, second-vice president, secretary, and treasurer.

 - 2. The Union president may appoint Stewards to represent the Union. The total number of Stewards will be no more than the number needed to have one Steward for each thirty (30) bargaining unit employees (or fractional portion thereof) within the bargaining unit as a whole. In the absence of a designated Steward, the Union president may designate an alternate representative who may perform representational functions.

- C. Union representatives will receive official time, in accordance with Article 46 (Official Time) of this Agreement.

Section 2

The Union agrees to provide to the Employer a quarterly list of Union representatives. The Union will also provide to the Employer reasonable notification of any changes (additions or deletions) in such a list at least two (2) workdays in advance of the effective date of the change, if circumstances permit. Failure to provide reasonable notification of a change in Union representatives may never be used to deny employees representation.

Section 3

A Union representative may never be disadvantaged in the assessment of his/her performance based on his/her use of approved/documented official time when conducting labor-management business authorized by Article 46 of this Agreement. The Employer will take into account the time spent by Union representatives carrying out their labor-management responsibilities and interruptions in performing their normal job functions when evaluating the performance of those Union representatives. However, it is understood that performance problems unrelated to the use of official time may be addressed in accordance with other relevant provisions of this Agreement. The performance of employees serving as Union representatives will be rated on the basis of Employer-assigned work consistent with the elements identified in the employee’s performance plan.

**ARTICLE 45: TRAVEL AND PER DIEM FOR UNION REPRESENTATIVES -
NEGOTIATIONS**

Section 1

For all face-to-face negotiations, the Employer shall pay all reasonable and customary travel and per diem expenses for one (1) employee serving as Union representative when attending negotiations.

Section 2

The administrative reimbursement procedure will be in accordance with Article 12.

ARTICLE 46: OFFICIAL TIME

Section 1

- A. The Employer and the Union recognize that the use of official time to conduct authorized representational activities is in their mutual interest. The parties share the responsibility to ensure that such time is used effectively and appropriately accounted for.
- B. Union representatives will receive official time, if otherwise in duty status, to be present at discussions with the Employer concerning conditions of employment relating to employees in the unit, and any other activities associated with the maintenance of an effective labor-management relationship, as described in subsection C below. At least one (1) Union representative is authorized official time for all activities set forth in this article; however the total number of Union representatives that may attend on official time is equal to the number of Employer representatives in attendance.
- C. The Union may occasionally designate an additional representative for training purposes so that a new Steward may observe at least one official time meeting, and so that an experienced Steward can supervise a new Steward at least once in a meeting.
- D. Official time for Union representatives otherwise in a duty status is authorized for the following purposes:
 - 1. Preparation for and attendance at meetings with the Employer concerning personnel policies, practices, or other general conditions of employment or any other matter covered by 5 U.S.C. § 7114(a) (2) (A);
 - 2. Preparation for and attendance at meetings with or proceedings before the Federal Labor Relations Authority;
 - 3. Preparation for and attendance at meetings for the purpose of presenting replies to proposed termination of probationers (as referenced in Article 28);
 - 4. Preparation for and participation in oral replies to notices of proposed disciplinary, adverse, or unacceptable performance actions;
 - 5. Examinations of employees in the unit by a representative of the Employer in connection with an investigation if: a) The employee or Employer reasonably believes that the examination may result in disciplinary action against the employee; and b) The employee requests representation;
 - 6. Preparation for and attendance at grievance meetings and arbitration hearings;
 - 7. Preparation for and attendance at negotiation sessions with the Employer;

8. Preparation for and attendance at Employer, Union or Jointly-sponsored training, conference, seminar or meeting designed to improve representational skills or otherwise improve the labor-management relationship, including Labor-Management Relations Committee meetings and forums;
 9. Investigation, preparation and representation during the grievance procedure (Article 49 and 50) and arbitration (Article 51);
 10. To confer with affected employee(s) about matters covered under this Agreement;
 11. To prepare and maintain records and reports required of the Union by Federal agencies; and
 12. To contact members of Congress and their staffs to discuss legislative and related matters affecting NPS employees, including attending NTEU's annual Legislative Conference. For purposes of either contacting members of Congress or attending the Legislative Conference, the Union will be entitled to no more than two (2) representatives on official time per year.
- E. To the extent possible, problems/issues will be handled by a steward within the same duty station.

Section 2

- A. Bargaining unit employees will be granted a reasonable amount of duty time, if otherwise in a duty status, to confer with his/her Union representative concerning matters for which he or she can receive remedial relief under this Agreement and to attend and prepare for any proceeding listed under Section 1D of this Article in which the employee is a proper participant (e.g., as a mutually agreed upon witness or if allowed to testify as a technical advisor in lieu of the Union representative).
- B. Consistent with the Statute, stewards requesting official time or affected bargaining unit employees requesting duty time under this Article will request time from their immediate supervisor and will be released provided work requirements or work schedules do not prohibit release. In this regard, the steward or affected employee will inform their supervisor as to where they will be when using the time, the approximate amount of time that they will need, and a general description of the activity for which time will be used. The supervisor must also be informed if the steward is leaving the building/facility to perform the representational duty.
- C. If there is a disagreement over the amount of time requested, the activity for which the time is requested and/or when the steward/employee is to be released, the supervisor may refer the matter to a second-line supervisor or SES manager for review and determination. That management official should make a reasonable attempt to contact the Chapter President or designee in an attempt to resolve the matter.

- D. Denial of release and/or disagreement over the amount of time may be challenged under the expedited grievance and arbitration procedures set forth in Articles 49 and 51.
- E. Stewards who enter work areas pursuant to this section will check in with the supervisors in those work areas before contacting the employee to be visited.
- F. Upon concluding activities in accordance with this Article, the Union representative and/or employee will check back in with his/her supervisor.

Section 3

Any use of official time under this Article shall begin when the Union representative ceases his/her normal job duties and continue through the end of his/her tour of duty or until the time that normal job duties are resumed, whichever occurs first. Official time is granted for all travel associated with Union representational duties.

Section 4

Union representatives will be allowed to earn credit hours performing any official time activities included in this Article, including travel to and from such activities, to the extent otherwise permitted by law, governing regulation, and this Agreement.

Section 5

Those Union representatives who otherwise meet the criteria set forth in Article 11 (Telework) shall be eligible for telework while on official time.

Section 6

For situations where Official Time is not authorized, the Employer agrees to authorize annual leave (in accordance with Article 13), or may approve leave without pay (in accordance with Article 17) for a reasonable number of Union representatives for attendance at any Union sponsored conventions or meetings. Additionally, the Employer will grant to Union officers and stewards annual leave or leave without pay, at the employee's option, to perform Union duties or engage in other Union business not in conflict with this Article, provided the employee's absence would not create a severe workload disruption.

Section 7

Management will take into account the use of official time by a Union representative when rendering a performance evaluation, e.g., the Union representative will not be responsible for the inability to meet any particular performance rating when the failure is related to use of official time.

ARTICLE 47: UNION ACCESS TO EMPLOYER SPACE, SERVICES AND BULLETIN BOARDS

Section 1

- A. It is agreed that, upon reasonable advance request by the Union, the Employer will, provide a meeting space, as available, for meetings between 6:30 a.m. and 6 p.m. (local time) in each location of the Employer. Upon reasonable advance request by the Union and consistent with building access procedures, the Employer will also provide meeting space before 6:30 a.m. and after 6 p.m., if consistent with local security arrangements. It is agreed that the Union will comply with all security and housekeeping rules in effect on the Employer's premises at that time and place. The room will be used for the following purposes:
1. Preparing or discussing a grievance;
 2. Preparing for meetings with the Employer;
 3. Conducting informal discussions including meetings during coffee breaks or lunch periods to meet employees and generally discuss collective bargaining and labor relations; and
 4. Internal Union business (e.g., internal Union meetings), so long as no official NPS duty time is utilized for such meetings.
- B. Union representatives may use the Employer's office equipment (including computers and computer files), e-mail facilities, fax and photocopy machines in connection with labor management activities for which official time is authorized under Article 46. The Union may not use the above referenced equipment or services for internal Union business. The Union will be entitled to one mailbox on the NPS email system. A link to the NTEU Chapter 296 website will also be included under the WASO tab on the Inside NPS website.
- C. The Union may use the Employer's video equipment, for presentations in orientation sessions described in Article 4, when such equipment is reasonably available. The Union may also use such equipment for Union-sponsored local training (excluding internal Union business) and meetings with employees.
- D. The Employer agrees to continue its practice of providing a mechanism for NTEU National staff representatives and Union representatives to send e-mail and documents to one another via the NPS Internet.

Section 2

The Employer will pay for and provide reasonable telephone services incurred by Union officers, representatives, and employees, in connection with the activities set forth in Article 46 (Official Time).

Section 3

The Employer will provide the NTEU National Office, for its internal use only, a quarterly electronic list that will contain the names, grade and step, position titles, division, branch, group, unit, section, organization code/name, duty station, assigned office, email address and adjusted base pay for all bargaining unit employees. The list will also identify employees who are on dues withholding status and employees' work status (for example, temporary, term, permanent, full-time, or part-time). The Employer will provide an electronic notice to the Chapter within thirty (30) calendar days of an employee's separation from the Employer.

Section 4

- A. The cost of printing this Agreement shall be borne by the Employer. The Employer will distribute a copy of the printed Agreement to each employee in WASO and will provide a copy to each new employee when hired. A copy will also be provided to each supervisor or any other non-bargaining unit employee responsible for administering the terms of this Agreement. One hundred (100) copies of the printed Agreement will be furnished to the Union for its internal requirements. A copy of this Agreement will also be provided to the NTEU National Office electronically. Employees will also be permitted to access the Agreement on-line through both the NPS and NTEU web sites. The Employer will encourage all employees, including bargaining unit members, supervisors, and others outside of the bargaining unit to familiarize themselves with the contents of the Agreement.

- B. Upon request, the Employer will furnish an accessible copy of this Agreement to any visually impaired employee.

Section 5

The printed Agreement will contain a Table of Contents listed in numerical order by Article and will also contain an alphabetical subject matter index by Article. The Union will be responsible for creating the alphabetical/subject matter index.

Section 6

- A. The Employer will continue to provide offices to the Union in its facilities at 1201 Eye St. and Herndon, VA. Changes to the size or location of these offices are subject to negotiation by the parties. Additional dedicated Union space shall be subject to negotiation if and when the Employer implements further space moves.

- B. The Employer will provide one (1) four (4) drawer lockable filing cabinet at each location where more than twenty (20) bargaining unit employees are located. Keys shall be provided only to Union representatives designated by the Chapter President.

- C. Each office will be designed to provide privacy to the Union and will have a lockable door. The Employer will provide, for each office, a desk, conference table, five (5) chairs, one four (4) drawer lockable file cabinet, a bookcase, a telephone, a fax machine, a computer and full network and Internet access.

- D. Use of conference rooms will be provided to the Union on the basis of a mutually agreed upon schedule.

Section 7

The Union will have the right to receive U.S. Postal Service mail or private express mail services addressed to the Union. Such mail will be opened by the Employer only to the extent required for security purposes; the contents will not be read. Further, the Employer agrees to issue written instructions to all appropriate employees notifying them of these requirements.

Section 8

- A. The Employer will provide to the Union 2 ½' X 3 ½' of bulletin board space per floor in Headquarters offices and in each office location in the field where more than twenty (20) bargaining unit employees are located. The specific location of such bulletin boards will be mutually agreed to by the Employer and the Union. The Union's bulletin boards should contain material that does not reflect adversely on the integrity of any individuals, other labor organizations, government agencies, or activities of the Federal government. Material will be posted directly by the Union. If the Employer objects to any posted item, the Employer will remove the item and so inform the Union.
- B. Where available, the Employer will provide the Union access to electronic bulletin boards for the posting of messages of a non-disparaging nature.

Section 9

- A. Upon reasonable notification (at least two (2) workdays in advance) the Union may distribute material in non-work areas of the Employer's premises to employees provided that the employee distributing the material is in a non-duty status, and further provided that the distribution does not create a litter or employee traffic problem and that the material being distributed complies with the requirements of this Article.
- B. When the Union wishes to set up displays or tables to distribute materials or gather signatures on petitions in non-work areas of the Employer's premises, it will do so on non-duty time. Furthermore, it will notify the Human Resources staff three (3) full workdays in advance.
- C. The Union will be permitted to perform desk drops to bargaining Unit employees subject to the following constraints:
 - 1. Reasonable notice of a planned desk drop will be given to the appropriate Human Resource Specialist. Such notice will be given either verbally or in writing in advance so that two (2) full workdays elapse between receipt of the notice and execution of the desk drop.
 - 2. The employee performing the desk drop will do so on his/her own time (e.g., during work breaks, lunch periods, before/after work, on annual leave or LWOP). When desk drops are performed after work hours, they will be completed in a time and manner consistent with the Employer's security procedures.

3. The following areas will be considered “restricted areas” and desk drops will not be performed in them: Labor Relations Offices, management areas or offices in which no bargaining unit employees are located.

Section 10

Upon reasonable advance notice, the Employer will provide national representatives of the Union a meeting room on the Employer’s premises when it is necessary to discuss any matter surrounding a potential grievance, disciplinary action, or other representational matter.

**ARTICLE 48: HEADQUARTERS LABOR-MANAGEMENT RELATIONS
COMMITTEE (LMRC)**

- A. The Employer and the Union recognize that a successful labor-management program can only be achieved by an ongoing exchange of information and discussion of matters of mutual concern in the areas of personnel policies and practices, other matters affecting working conditions of employees, and in accordance with law, rule, and regulation, and issues that have given rise to employee investigations by agents of the Employer (e.g., The Office of the Inspector General) in which the Union has a representational interest. For these reasons, the Employer and the Union agree to the creation of a Labor-Management Relations Committee.
- B. The Committee will consist of four (4) representatives from the Employer and four (4) representatives of the Union. The Committee will meet quarterly and at other times as mutually agreed. Committee members shall receive official time, travel and per diem expenses to attend the meetings.
- C. The committee will be Co-Chaired by an NTEU National Office official appointed by the Union and an NPS official appointed by the Employer.
- D. By mutual agreement, the Committee may create sub-committees to discuss and provide recommendations to the Committee regarding specific issues or matters (e.g., employee morale).

ARTICLE 49: EMPLOYEE GRIEVANCE PROCEDURE

Section 1 – Purpose

- A. The Employer and the Union recognize and endorse the importance of bringing to light and addressing employee concerns through the negotiated grievance procedure promptly and, whenever possible, informally. In this regard, the parties will insure that their representatives are properly authorized to resolve matters raised under this Article.

- B. Nothing in this Article shall apply to institutional grievances brought by the Union concerning the effect or interpretation, or a claim of breach of the provisions, of this Agreement relating to the rights and benefits accruing to the Union as the exclusive representative of bargaining unit employees.

Section 2 - Definitions and Scope

- A. The term “grievance” means any complaint:
 - 1. By an employee concerning any matter relating to the employment of the employee;
 - 2. By the Union concerning any matter relating to the employment of any employee; or
 - 3. By an employee or the Union concerning: (a) the effect or interpretation, or a claim of a breach, of a collective bargaining agreement; or (b) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

- B. This procedure will be the only procedure available to bargaining unit employees for the processing and disposition of grievances as defined in subsection 2A above, except when the employee has a statutory right of choice, that is, adverse actions, actions taken for unacceptable performance, or EEO complaints.

- C. The grievance procedures of this Article shall not apply to the following:
 - 1. any claimed violation of Subchapter III of Chapter 73 of Title 5 (relating prohibited political activities);
 - 2. retirement, life insurance, or health insurance;
 - 3. a suspension or removal under Section 7532 of Title 5 (relating to national security matters);
 - 4. any examination, certification or appointment;
 - 5. the classification of any position that does not result in the reduction in grade of the employee;

6. matters already filed with the Merit Systems Protection Board (MPSB) as an adverse action, which are, therefore, statutorily precluded from duplicate filing under this procedure;
 7. matters over which an employee has filed a written complaint of discrimination through the formal EEO complaint process;
 8. the separation of a probationary employee;
 9. matters specifically excluded by other articles of this Agreement; and
 10. non-selection from among a group of properly ranked and certified candidates consistent with 5 CFR § 335.103(d).
- D. Employees who believe they have been illegally discriminated against on the basis of race, color, religion, sex, national origin, age or disability have the right to raise the matter under the statutory procedure or the negotiated grievance procedure of this Agreement, but not both. Employees will have elected a forum (grievance or EEO procedure) if the grievance is reduced to writing alleging discrimination or a formal EEO complaint is filed.

Section 3

- A. Grievances under this Article may be initiated by employees in the unit either singly or jointly, or by the Union on behalf of employees. Employees will have the right to be accompanied, represented and advised by a Union representative at whatever step of the procedure a grievance is being heard.
- B. Where an employee has initiated a grievance and does not elect to be represented by the Union, the Union will have a right to be present at all discussions between the employee and the Employer concerning the grievance. The resolution of grievances must be consistent with the terms and conditions of this Agreement. The Union will be provided with a copy of the Employer's response.

Section 4

Except as provided for in other provisions of this Agreement, grievances will not be considered unless they are filed with the Employer within thirty (30) calendar days after the incident that gives rise to the grievance or within thirty (30) calendar days after the aggrieved became aware of the matters out of which the grievance arose.

Section 5 - Uniform Employee Grievance Procedure

The parties are encouraged to seek informal resolution of grievances. Accordingly, such matters may be brought to the attention of the employee's manager for informal resolution, before filing a formal grievance. However, as provided in Section 4 above, a grievance must be filed with the Employer within thirty (30) calendar days of the incident giving rise thereto, or within thirty (30) calendar after the aggrieved employee becomes aware of the matter giving rise to the complaint, but time limits may be extended in accordance with the provisions of this Article.

The Employer and the Union agree that every effort will be made to resolve grievances at the lowest possible level.

A. Step 1.

1. A grievance is required to be presented in writing to the employee's immediate supervisor or appropriate management representative at the lowest level of authority capable of settling the grievance, and to the Chief, Labor and Employee Relations Division. It will provide information concerning the nature of the grievance, the contractual provisions of the Agreement that are alleged to have been violated and the remedy sought. Either party may then request that a meeting with the immediate supervisor of the grievant(s) be held on the matter, or the parties may agree that no meeting be held.
2. If either party elects a meeting, it shall take place within seven (7) calendar days of the submission of the grievance. Grievance meetings will be scheduled at a time agreeable to all parties. The meeting shall include the supervisor, the employee, and the employee's Union representative.
3. The grievant and the Union will be provided with a written response to the grievance within seven (7) calendar days of the close of the Step 1 meeting, if one is held, or within fourteen (14) calendar days of the filing of the grievance if a meeting is not held. The response must indicate the right to submit the grievance to the next step of the procedure.

B. Step 2.

1. If the grievant is dissatisfied with the response provided in Step 1, he/she may appeal the grievance to the appropriate next level of management (absent formal agreement otherwise). Such notice of appeal will be timely if made within fourteen (14) calendar days of receipt by the Union of the decision in Step 1. If an appeal is made, either party may request that a meeting be held to discuss the matter or the parties may agree that no meeting be held. If either party elects a meeting, it shall take place within fourteen (14) calendar days of the notice of appeal.
2. The grievant, a designated Union representative and the next level manager will meet face-to-face, unless the parties mutually agree to a telephonic meeting. Grievance meetings will be scheduled at a time agreeable to all parties. If the Union representative filing the grievance at Step 1 or any witnesses are not within the commuting area where the meeting is held, they will be permitted to participate telephonically.
3. The Step 2 meeting will be held by the Directorate Division Chief or an equivalent official. This will not preclude any higher ranking management official from acting as the Step 2 official.

4. Should the Directorate Division Chief or their equivalent serve as the Step 1 official, then the Step 2 meeting will be held with a supervisory official who ranks higher than the Step 1 official.
 5. For all grievances involving an adverse action, the highest management official of the grievant's organization will be notified of the Step 2 decision.
 6. The employee and the Union will be provided with a written response to the grievance within seven (7) calendar days of the close of the Step 2 meeting, if one is held, or within fourteen (14) calendar days of the appeal if a meeting is not held.
 7. If unresolved, the matter may proceed directly to arbitration in accordance with Article 51 and the appropriate SES or highest management official of the grievant's organization will be advised of the pending arbitration hearing.
- C. The parties may agree to have additional representatives attend any step of the grievance procedure, so long as there are an equal number of representatives.

Section 6

- A.
1. The parties will have the obligation of making a complete record during the steps of the grievance procedure, including the obligation to produce any and all witnesses who have information relevant to the matter at issue. The Union's request for the participation of a witness, who is an employee of NPS, will normally be approved, absent a severe workload interruption.
 2. The parties agree to exchange information that is relevant and necessary to understand the dispute and maximize the potential of settling the matter. Disputes over access to information will be determined in accordance with applicable law, rule, or regulation.
- B. New issues may not be raised by either party unless they have been raised at Step 2 of the grievance procedure. After Step 2, the parties may agree to join new issues with a grievance already in process.
- C. Failure to cite a specific Agreement provision, regulation, or statute shall not bar an employee or the Union from amending the grievance to include such violations provided the issue has been raised in the grievance.

Section 7

- A. At the option of the employee, a grievance filed regarding an adverse action may bypass Step One of the negotiated grievance procedure and be filed directly at Step Two.
- B. Adverse decisions rendered at the last step may be appealed to binding arbitration as provided for in Article 51.

- C. The Union may independently appeal a final Employer decision directly to arbitration in accordance with Article 51 of this Agreement.
- D. The burden of proof in any arbitration contesting a disciplinary or adverse action will be on the Employer and be by a preponderance of evidence.

Section 8

Failure on the part of the aggrieved or the Union to prosecute the grievance at any step of the procedure will have the effect of nullifying the grievance. Failure on the part of the Employer to meet any of the requirements of the procedure will permit the aggrieved or the Union to move to the next step.

ARTICLE 50: INSTITUTIONAL GRIEVANCE PROCEDURE

Section 1- Purpose

The purpose of this Article is to establish an orderly and uniform procedure for the processing and disposition of institutional grievances stemming from application of this Agreement.

Section 2 - Definitions and General Provisions for Union Institutional Grievances

- A. For the Union, the term “institutional grievance” means a complaint by the Union concerning the effect or interpretation, or a claim of breach of the provisions of this Agreement relating to the rights and benefits that accrue to the Union as the exclusive representative of bargaining unit employees. Grievances on behalf of employees, or that relate to the employment of employees, or that concern any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment of employees are not institutional grievances within the meaning of this procedure.
- B. Union institutional grievances will be in writing, signed by the NTEU National President, Chapter President or designee, as appropriate, and filed with the Employer within twenty (20) calendar days of the incident that gives rise to the grievance, or within twenty (20) calendar days from the time the Union learned, or should have learned, of the matter out of which the grievance arose. However, where the grievance is for failure to invite the Union to a formal meeting, as provided for in 5 U.S.C. § 7114 or for alleged violations of 5 USC § 7116(a)(2),(3),(5),(6), and/or (7), the time limits for filing grievances shall be one hundred and eighty (180) calendar days.
- C. Union institutional grievances must:
 - 1. Cite the Agreement provision alleged to have been violated;
 - 2. Describe the violation with sufficient specificity to advise the Employer of the nature of the harm; and
 - 3. State the remedy sought.
- D. The time limits specified for each step of this procedure shall be computed from the day after the receipt of a grievance or an appeal by the Employer, and from the day after the receipt of a response by the Union.
- E. Meetings between the Employer and the Union to process grievances under this procedure, if not scheduled during the Union’s representative’s tour of duty, shall be scheduled as close to the Union’s representative’s tour of duty as possible, and at the office of the appropriate Employer representative, unless otherwise agreed.
- F. Failure by the Union to comply with the provisions of this procedure will have the effect of nullifying the grievance for lack of prosecution. Failure by the Employer to comply

with the provisions of this procedure will have the effect of raising the grievance to the next higher step.

Section 3 – Union Institutional Grievance Procedure

- A. Union institutional grievances signed by the Chapter President or designee must be filed with the first-level senior executive at which the grievance arose and copy the Chief, Labor and Employee Relations Division, unless the parties mutually agree that the issues(s) could be more appropriately addressed by a different official. If the grievance involves more than one (1) office or Division it must be filed with the supervisor having jurisdiction over the area within which the grievance arose.
- B. Union institutional grievances signed by the NTEU National President must be filed with the Chief, Labor and Employment Relations Division. Upon presentation of a proper and timely grievance under this section, any related grievances shall be held in abeyance. Attendance at meetings provided herein shall be limited to the parties' representatives.
- C. Within fourteen (14) calendar days of the filing of the grievance, the Employer will meet with the designated Union Representative to discuss the grievance.
- D. The Union will be entitled to bring two (2) bargaining unit employees to any institutional grievance meeting with the Employer. They will be on official time to travel to and attend the meeting.
- E. Within twenty (20) workdays of the meeting, the Employer will issue a written response. A copy of the response will be provided to the Chapter President and the NTEU National President.
- F. If the Union is not satisfied with the response issued, the Union may invoke arbitration.

Section 4 - Union Invoked Arbitration

- A. If the Union is not satisfied with the last step response of the Employer, the Union may invoke arbitration, including expedited arbitration.
- B. The Union must notify the Chief, Labor and Employee Relations Division, of an invocation pursuant to 4.A above by certified mail, return receipt requested, electronic mail with confirmation, or telephonic confirmation, or by in-hand service within thirty (30) calendar days of receipt by the Union of the response. If a final decision was not timely rendered, the Union may invoke arbitration at any time after the date on which the decision was due and up until thirty (30) days after the decision is eventually provided.
- C. Arbitration of grievances filed under this Article shall be conducted in accordance with the applicable provisions of Article 51 of this Agreement.

- D. Where the Union chooses to file a grievance, and that grievance involves an allegation of an unfair labor practice or a prohibited personnel action, the Union may invoke arbitration at the time it files the grievance and have the case assigned to an arbitrator.

Absent mutual agreement, neither party may contact an arbitrator before the time the grievance response is given or otherwise due, whichever is earlier. After that time, either party may contact the arbitrator. The party making the contact will notify the other via email prior to unilaterally contacting the arbitrator and the parties will attempt to schedule the hearing once offered dates by the arbitrator. If an agreement regarding a date cannot be reached within five (5) days after the first contact with the arbitrator, the arbitrator will impose a date unilaterally upon the request of either party. The arbitrator shall impose a date no sooner than forty-five (45) days from the date the grievance response was given or due or later than seventy-five (75) days from that date.

Section 5 - Definitions and General Provisions for Employer Institutional Grievances

- A. For the Employer, the term “institutional grievance” means a complaint by the Employer concerning the effect or interpretation, or a claim of breach of the provisions of this Agreement relating to the rights and benefits that accrue to the Employer under this Agreement.
- B. Employer institutional grievances will be in writing, signed by the NPS Director and filed with the NTEU National President within twenty-one (21) calendar days of the incident that gives rise to the grievance, or within twenty-one (21) calendar days from the time the Employer learned, or should have learned, of the matter out of which the grievance arose.
- C. Employer institutional grievances must:
1. Describe the violation with sufficient specificity to advise the Union of the nature of the harm; and
 2. State the remedy sought.

Section 6 - Employer Institutional Grievance Procedure

- A. Employer institutional grievances must be in writing, signed by the Director, or designee, and filed with the National President of the Union within twenty-one (21) calendar days of the date the Employer became aware, or should have become aware, of the issue grieved. Upon presentation of a proper and timely grievance under this section, any related grievances shall be held in abeyance. Attendance at meetings provided herein shall be limited to the Director or designee, two (2) Employer representatives and the National President of the Union or designee and two (2) Union representatives.
- B. Within fourteen (14) calendar days of the filing of the grievance, the Union will meet with the designated Employer to discuss the grievance. Within thirty (30) calendar days of the meeting, the Union will issue a written response.

- C. Attendance at meetings provided herein shall be limited to the Director or designee, two (2) Employer representatives and the National President of the Union or designee and two (2) Union Representatives. Bargaining unit employees will be on official time to travel to and attend the meeting.
- D. If the Employer is not satisfied with the Union's response, the Employer may invoke arbitration consistent with Article 51. Should the Employer invoke arbitration, the proceedings will be expedited in accordance with Article 51.
- E. The Employer must notify the NTEU National President, or designee, of an invocation of arbitration pursuant to this section by certified mail, return receipt requested, electronic mail with confirmation, or by personal service within thirty (30) calendar days of the receipt of the response.

Section 7 - Grievability, Arbitrability, and New Issues

Except for questions of grievability or arbitrability, issues not raised by either the Employer or the Union during the grievance procedure may not be raised at arbitration except by written agreement of the parties. Procedural arbitrability issues, such as timeliness and failure to adequately state a claim, must be raised by the Employer or the Union in the grievance response. However, if the issue is whether the matter is substantively arbitrable, the matter may be raised at any time and the grievance will be amended to include the issue.

Section 8 - Record and Witnesses for Institutional Grievances

- A. The parties will have the obligation of making a complete record during the grievance procedure including the obligation to produce any and all witnesses who have information relevant to the matter at issue.
- B. The Parties acknowledge their obligation to produce any and all witnesses who have information relevant to the matter at issue. Evidence and witnesses that are relevant to the resolution of a grievance may be introduced at any stage of the grievance or arbitration process. The Union's request for the appearance of a witness who is an employee of NPS will normally be approved, absent a severe workload interruption. The Employer and its agents or representatives will not interfere with, intimidate, or retaliate against any employee who appears as a witness at a grievance or arbitration hearing.

Section 9 - Precedence of Decisions

Grievances resolved by conventional arbitration will be precedential throughout the unit unless otherwise agreed to in writing by the Employer and the Union. For the purposes of this Agreement, "precedential" means an interpretation of this Agreement that is binding on the bargaining unit to the extent not contrary to law and the interpretation may be given due weight by an arbitrator hearing subsequent related matters.

ARTICLE 51: ARBITRATION

Section 1

- A. Matters not settled in the grievance procedure for which arbitration is invoked will be arbitrated pursuant to the terms of this Article.
- B. There are two (2) types of arbitration procedures available:
 1. Conventional arbitration – Shall be used when a matter is not identified as one that is to be arbitrated by means of expedited or streamlined procedures;
 2. Expedited arbitration – At the Union’s option, expedited arbitration procedures may be used. The Union has twenty-one (21) calendar days from the date the grievant receives the decision at the final step of the Grievance Procedure to invoke expedited arbitration. It will do so by hand delivering or postmarking a certified letter to the Employer within that time limit. The letter will indicate whether or not the Union wishes to use the expedited procedure. Expedited arbitration procedures are appropriate for the following matters provided that the grievance does not allege discrimination based on political affiliation, occupation, race, color, religion, national origin, sex, marital status, age, sexual lifestyle/preference or handicapping condition, and provided that the dispute does not involve questions of bargaining history:
 - a. Suspension of fourteen (14) calendar days or less;
 - b. Written reprimands;
 - c. Oral admonishments confirmed in writing;
 - d. Dues withholding;
 - e. Cases involving the accuracy and/or validity of data contained in any request made by NTEU pursuant to 5 U.S.C. § 7114 (b)(4);
 - f. Improper maintenance of personnel records;
 - g. Details and reassignments;
 - h. Bulletin board postings;
 - i. Literature distribution;
 - j. Performance appraisals;
 - k. Ranking panel/official evaluations;

- l. Contracting out;
- m. Procurement of space and equipment;
- n. Travel;
- o. Absence and leave (including AWOL);
- p. Denial of Official time for Union business;
- q. Hours of work(including AWS, credit hours and distribution of overtime);
- r. Denial of outside employment requests; and
- s. Any other matters that the parties involved in the dispute mutually agree upon.

Section 2

- A. When arbitration is invoked, the grieving party will, within fourteen (14) calendar days, request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) who meet the following criteria: federal sector grievance; National Academy of Arbitrators member; and attorney. The parties will meet within fourteen (14) calendar days after receipt of the list to seek agreement on an arbitrator. This meeting may take place over the telephone. If the parties cannot agree on an arbitrator, the Union and the Employer, in that order, will strike one (1) name from the list alternately until one (1) name remains. The remaining person shall be the duly selected arbitrator.
- B. For expedited arbitration, the parties will establish two (2) lists of three (3) to five (5) qualified arbitrators; one (1) list for the Washington, DC commuting area and one list for Colorado. The parties will execute an agreement within sixty (60) days of the effective date of this Agreement establishing the procedures for the selection of arbitrators.
- C. For both expedited arbitration lists, cases will be assigned to arbitrators on each panel sequentially by invocation date. Case assignments will be made by mutual agreement between the Chief, Labor and Employee Relations Division and the Chapter President. Hearing dates will then be scheduled by the designated hearing representatives of the parties.

Section 3

- A. The following procedures apply to all arbitrations.
 - 1. The parties will each pay one-half (1/2) of the regular fees and expenses, including travel expenses, of the arbitrator hearing the case.

2. Arbitration hearings will be held on the Employer's premises at the appellant's or grievant's duty station when practicable or at any site agreed to by the parties.
3. The grievant, the grievant's representative, and all employees who are called as witnesses will be excused from duty to the extent necessary to participate in the arbitration proceedings without loss of pay or charge to annual leave.
4. It shall be the sole discretion of the arbitrator to determine who may testify. By agreement, bargaining history testimony may be provided to the arbitrator over the telephone.
5. The hearing will be scheduled by the arbitrator for eight (8) hours each hearing day, normally starting at 8:30 a.m. and concluding no earlier than 5:00 p.m. where the hearing remains incomplete.
6. Except in emergency situations, the arbitrator will not have the authority to keep the record open in order to hear testimony of additional witnesses. Each party has the responsibility and obligation to produce its witnesses on the day of the hearing. For purposes of this Article, "emergency" has the same meaning it has in 5 U.S.C. § 7106.
7. The arbitrator shall have the authority to make all arbitrability and/or grievability determinations. The arbitrator shall make grievability and/or arbitrability determinations prior to addressing the merits of the original grievance.
8. If the Employer declares a grievance non-arbitrable or non-grievable the original grievance shall be considered amended to include the issue of non-grievability. Such declaration must be made prior to the date of arbitration.
9. The arbitrator's decision shall be final, binding and, except for expedited awards, precedential. For the purposes of this Agreement, "precedential" means an interpretation of this Agreement that is binding on the bargaining unit to the extent not contrary to law and the interpretation may be given due weight by an arbitrator hearing subsequent related matters.
10. The arbitrator shall possess the authority to make an aggrieved employee whole to the extent such remedy is not limited by law, including the authority to award back pay and interest in accordance with 5 CFR § 550.801(a), reinstatement, retroactive promotion where appropriate, to issue an order to expunge the record of all references to a disciplinary, adverse, or unacceptable performance action, if appropriate and attorney's fees in accordance with the Back Pay Act.
11. Consistent with this Agreement, arbitrators will follow laws, binding Government-wide regulations, and applicable precedents.

12. The arbitrator will set the date of the hearing with the concurrence of the representatives of the parties. Once that date has been established, a party unilaterally requesting that an arbitration hearing be postponed, delayed, and/ or canceled for any reason (which results in any fees being charged by the arbitrator and/or court reporter) shall pay any and all fees.
13. In any grievance where the parties mutually agree to postpone, delay, and/or cancel an arbitration proceeding, they will equally share the cost of any fees being charged by the arbitrator and/or court reporter. The fact that one party has no objection to the request of the other party for postponement, delay, or cancellation of the arbitration hearing will not absolve the requesting party from the paying of all the fees being charged.
14. In any grievance where the parties settle the matter prior to arbitration hearing and there are fees being charged due to the cancellation of the hearing, both parties will equally share the cost of any fees being charged unless the parties agree otherwise.
15. If after sixty (60) calendar days of invocation the parties are unable to agree to a hearing date, either party may contact the arbitrator who will select the hearing date. That date will be no sooner than forty-five (45) calendar days and not later than seventy-five (75) calendar days from the date the arbitrator is contacted. Cases for which the Union does not schedule a hearing within six (6) months of the invocation date will be considered withdrawn unless agreed to do otherwise, or the arbitrator is unable to provide a hearing date, or there are other arbitration cases already scheduled involving the same issue or issues.
16. The strict rules of evidence are not applicable, and the hearing shall be informal.
17. The parties have the right to present and cross examine witnesses and issue opening and closing statements.
18. The arbitrator may exclude testimony or evidence that is determined to be irrelevant or unduly repetitious.
19. Testimony shall be under oath or affirmation.
20. The jurisdiction, authority, and expressed opinions of the chosen arbitrator will be confined exclusively to the interpretation of the expressed provision or provisions of this Agreement at issue between the parties. The arbitrator will have no authority to add to, subtract from, alter, amend, or modify any provision of this Agreement, or impose on either the Employer or the Union any limitation or obligation not specifically provided for under the terms of this Agreement. The parties reserve the right to take exceptions to any award to the Federal Labor Relations Authority. Awards may not include the assessment of expenses against either party other than as specified to in this Agreement.

21. The arbitrator may ask questions of or request information from either party to complete the record at hearing. The arbitrator may also draw an appropriate inference when either party fails to present facts or witnesses that the arbitrator deems necessary and relevant.
22. The Employer will make employees available as witnesses when requested by the Union. If the Employer determines it is not administratively practicable to comply with the Union's request, and the arbitrator determines the employee's testimony is relevant, then the hearing may be postponed.
23. Bargaining history may not be used in an arbitration hearing unless the party proposing to use it has notified the other in writing at least thirty (30) calendar days prior to the hearing of its intent to use it. (For expedited arbitration, this timeframe is reduced to seven (7) calendar days.) If a party gives notice of intent to use bargaining history, the other party may use it without providing notice. The parties should attempt to stipulate the bargaining history of each side and to take testimony via the telephone; however, neither is required.
24. Failure to prosecute a grievance referred to arbitration shall render the grievance and arbitration request null and void. If a party who has referred a grievance to arbitration does not actively pursue the grievance for a period of four (4) months, the other party may thereafter provide written notice of at least sixty (60) days of its intent to declare the grievance null and void. If no arbitration hearing has been held during the notice period, then the case will be considered closed. The parties agree to cooperate on the scheduling of arbitration hearings within any such notice period.

B. The following procedures apply to conventional arbitration only:

1. A verbatim transcript of the arbitration proceeding will be made by an authorized court reporter unless the Parties mutually agree not to have a transcript made. The arbitrator and each party will be provided with a copy. The cost of the transcript shall be equally borne by the parties.
2. Post hearing briefs may be submitted.

C. The following procedures apply to expedited arbitration only:

1. No briefs may be filed. A transcript is not required. However, if either Party requests a transcript, it will be made and the requesting Party will pay the cost. Such transcripts shall not be provided to the arbitrator unless otherwise requested.
2. At the close of the hearings, the Parties may submit memoranda outlining legal points and authority, including copies of relevant arbitration and court decisions.
3. The arbitrator will issue a bench decision, if possible. If not, he or she will issue a brief written decision within fourteen (14) calendar days of the close of the hearing.

Section 4

- A. The arbitrator shall hold the hearing notwithstanding that one party refuses to attend the arbitration. The first issue to be addressed shall be the question of whether the case is properly before the arbitrator. If the case is proper, the grievance will be heard on the merits. The party going forward will notify the other party of its intent, listing the date and the location of the hearing.

- B. Any written decision by the arbitrator will be provided to the designated representatives of the parties in both paper and electronic forms.

Section 5

In accordance with the Back Pay Act, reasonable attorney fees will be provided to employees (the Union) who suffer unwarranted and unjust personnel actions if the employee (the Union) is the prevailing party and the arbitrator determines that payment of attorney fees is warranted in the interest of justice, including any case in which a prohibited personnel practice was engaged in by the Employer or any case in which the Employer's action was clearly without merit, and is otherwise consistent with applicable law.

ARTICLE 52: MID-TERM NEGOTIATIONS

Section 1 - General Provisions

- A. The Employer agrees not to unilaterally establish or change any personnel policy, practice or condition of employment without providing notice to, and bargaining with, the Union, in accordance with this Article. Additionally, in accordance with 5 U.S.C. Chapter 71, the Union or the Employer may initiate mid-term bargaining by proposing changes in conditions of employment provided that such changes are not covered by this or any other collective bargaining agreement between the parties, and provided further that such changes do not relate to matters over which either party has expressly waived its right to bargain during the negotiation of this Agreement.
- B. This Article establishes ground rules for mid-term bargaining between the parties. The provisions of this Article apply to all mid-term negotiations between the parties unless modified by other Articles in this Agreement or agreed to by both parties.

Section 2

- A. Written notice of proposed changes in conditions of employment by the Employer will be served on the Chapter President or his/her designee. Written notice of proposed changes in conditions of employment by the Union will be served on the Chief, Labor and Employee Relations Division. The notice shall include:
 - 1. A description of the proposed change;
 - 2. A description of the impact of the change on the bargaining unit;
 - 3. An explanation of how this change will be implemented; and
 - 4. An explanation of why the proposed change is necessary.
- B. Within fifteen (15) calendar days of submission of a request to negotiate, or the date of a briefing, the receiving party will submit its proposals. The requesting party shall have up to five (5) workdays to request a briefing after the notification of the proposed change(s) affecting bargaining unit employees. The requesting party shall have either ten (10) workdays following the briefing, or fifteen (15) workdays from the date of the notification of the proposed change(s) whichever is later, to submit written proposals. However, proposals will not be due until five (5) workdays after the Employer has provided the information requested by the Union pursuant to 5 U.S.C. § 7114(b). Negotiations will normally begin within fifteen (15) workdays after receipt of the submitting parties' proposals.
- C. Proposals submitted pursuant to this section must be related to the changes proposed by the initiating party.

Section 3

- A. For briefings requested consistent with this Article, official time will be approved for up to three (3) bargaining unit employees. Union representatives located outside the commuting area of the briefing location may participate telephonically or through some other electronic means. The parties will agree upon the location of the briefing.
- B. Each party's bargaining team may include up to four (4) representatives, one of whom is designated as the Chief Spokesperson.
- C. In accordance with 5 U.S.C. § 7114(b)(3), negotiation sessions will be scheduled at reasonable times and convenient places to avoid unnecessary delay. Reasonable times will be the days of the week agreed to by the parties, normally between the hours of 8:00 a.m. and 6:00 p.m. Convenient places for negotiations will be mutually agreed upon by the parties based on the logistics of each negotiation.
- D. The parties agree to consolidate substantially related issues for bargaining to the greatest extent possible.
- E. If either party has filed a request for information pursuant to 5 U.S.C. § 7114 (b), negotiations will be held in abeyance until such time that the requested information has been provided. Proposals already submitted may also be modified based upon the information received.
- F. Unless otherwise agreed, neither party will submit proposals nor modify existing proposals that raise issues that are outside the scope of the matter under negotiation.
- G. All agreements are tentative until full agreement is reached.
- H. Unless otherwise agreed, mid-term agreements reached will be reduced to writing and executed by both parties.
- I. Agreements will set forth an "effective date" and a "termination date". The effective date will be thirty-one (31) calendar days from execution or upon agency head approval, whichever occurs first, and the termination date will be no later than the termination date of this Agreement, unless otherwise agreed to by the parties.
- J. Unless otherwise agreed, copies of agreements executed pursuant to this article will be distributed by the Employer to affected employees in a paper or electronic format as appropriate (e.g., e-mail, electronic newsletter).
- K. Agreements negotiated under the provisions of this Article will be subject to agency head approval pursuant to 5 U.S.C. § 7114 (c). In the event of a disapproval, the Union will have the option of renegotiating either the entire disapproved agreement or the portion that has been disapproved. The option to renegotiate the entire agreement, or any portion thereof will be exercised by the Union by notice to the Employer within twenty-one (21) calendar days of notice of disapproval.

- L. Proposals declared non-negotiable and subsequently found negotiable will be timely negotiated, if requested by either party. To the extent practicable, any subsequent bargaining must commence within twenty-one (21) calendar days of the negotiability decision.
- M. In accordance with 5 U.S.C. Chapter 71, to the extent permitted by law, the Employer may initiate mid-term bargaining by proposing changes in conditions of employment provided that such changes are not covered by this or any other collective bargaining agreement between the parties, and provided further that such changes do not relate to matters over which either party has expressly waived its right to bargain during the negotiation of this Agreement.
- N. Unless otherwise permitted by law, no changes will be implemented by the Employer until proper and timely notice has been provided to the Union, and all negotiations have been completed including any impasse proceedings.

ARTICLE 53: FITNESS/HEALTH

Section 1

The Employer will continue to maintain health and fitness facilities, including showers and changing rooms, in appropriate size and appointment, for employees.

Section 2

The Employer will provide the normal and routine level of service offered by existing health units. Where considered feasible based on the location of the health unit, such services will include care for employees during emergency situations and until proper medical authorities can reach the employee. Testing, inoculations, and special programs offered by the health unit will be made available to employees on an as-available basis. If a health unit is closed, or the level of services provided by the health unit will change, the Employer will notify the Union prior to the change and negotiate in accordance with Article 52 of this agreement.

Section 3

Employee participation in the Combined Federal Campaign, blood drives, and other solicitations will be voluntary, and employees will not be coerced to contribute. Supervisors may solicit pledges or contributions from employees generally; however, a supervisor will not solicit pledges or contributions from an individual employee under his/her supervision.

Section 4

Based on local need, space will be provided for a lactation room in accordance with government-wide regulation and law. If there is no previously designated lactation room in the facility, the Employer will designate a lactation room within two (2) workdays of an employee's request. The designated lactation room shall not be a bathroom and will be shielded from view and free from intrusion from coworkers/public.

Once the space is designated, the approved user(s) will be the only employee who may reserve time in the space and will have priority to the space. Should space issues require only one designated lactation room, upon request of employees using the space, the Employer will provide additional reasonable privacy measures should the employees need to use the space at the same time (e.g., screens).

The lactation room will have a locking door, hand sanitizer or sanitizing wipes, a table, chairs for all approved users and an electrical outlet. Upon request, a compact refrigerator will be provided for the lactation room subject to building code and lease requirements and limitations. If the room does not allow for use of a compact refrigerator, the refrigerator will be clearly marked and placed in an accessible room within the building, subject to building code and lease requirements and input from the local NTEU Chapter. Designated lactation rooms will be maintained with the same level of service as other rooms in the office.

Section 5

Bargaining unit employees who possess an NPS or NIFC issued red or blue card will be allowed up to three (3) hours of approved duty time each week to utilize for the purpose of physical fitness. Workload permitting, the Employer agrees to grant bargaining unit employees their requested time. Employees may use onsite health and fitness facilities or offsite facilities. However, the Employer will not cover the cost of any fees associated with private facilities. Bargaining unit employees may only receive duty time under this sub-section for physical fitness activities performed during duty and work hours.

ARTICLE 54: CHILD CARE SUBSIDIES

Section 1

The Employer will maintain a Child Care Subsidy Program in accordance with applicable rules and regulations, and subject to budgetary considerations. The intent of the Program will be to make child care more affordable for lower income employees whose children are, or will be, enrolled in licensed child care facilities. The Employer will provide employees with information regarding the Program.

Section 2

A full-time or part-time permanent employee who meets the following criteria will be eligible for a subsidy:

- A. Family Adjusted Gross Income (AGI) is equal to or less than \$70,000;
- B. Has a child or children age 12 or younger or a disabled child age 18 or younger and physically or mentally disabled as determined by a physician or by a licensed or certified psychologist; and
- C. Uses a home-based or center-based child care provider that is licensed or regulated by state and/or local authorities in the state or locality in which the provider operates.

Section 3

The Employer will use the employee’s family AGI in determining the amount of the employee’s child care subsidy. Family AGI is defined as the amount reported as Adjusted Gross Income on IRS Tax Form 1040 or 1040A. For individuals who are married, filing separately, it is the sum of both spouses’ AGI. The subsidy will be reduced by the amount of any other child care subsidy received. When more than one parent works for the federal government, child care subsidy cannot be awarded by more than one federal agency. The annual subsidy amount for an employee is determined as follows:

Family AGI (\$)	% of Total Child Care Costs Paid by the Employee Based on the Family AGI
60,001 – 70,000	20%
50,001 – 60,000	18%
40,001 – 50,000	17%
35,001 – 45,000	14%
30,001 – 35,000	12 %
30,000 and less	10%

The foregoing total family income will be adjusted each year by a percentage equal to the percentage increase to the Employer’s base salaries for that year; if, in any given year, base salary increases are not uniform throughout the Employer, then these total family income levels

will be adjusted by a percentage equal to the average base salary increase for employees whose Employer salaries are \$70,000 or less (as increased by any base salary adjustments occurring after the effective date of this Agreement). If, due to budgetary limitations, there are insufficient funds to continue payments for all employees currently enrolled in the program, funds will be allocated based on the provisions of Section 4, below.

Section 4

- A. To apply for the subsidy, an employee must submit the Employer's Child Care Subsidy Program Application along with required documentation, including a form signed by the employee certifying that he/she meets each of the Program's eligibility requirements. The employee will update this information annually.
- B. An employee approved by the Employer or the Employer's representative for acceptance into the Program must submit a signed "Child Care Subsidy Agreement."
- C. Employees may submit an application at any during the year. The Employer will provide child care subsidies to employees using the allocation table set forth in Section 3, beginning with the qualified applicant with the lowest total family income and working up to those qualified applicants with a total family income of \$70,000 (as increased by any base salary adjustments occurring after the effective date of this Agreement), until all available funds are expended. If qualified employees applying for the subsidy have identical total family income, and funding for the program does not allow all such employees to receive the subsidy, the ties will be broken by awarding the child care subsidy to employees in order of earliest to most recent entrance-on-duty date.
- D. Applications received after the initial submission deadline will be considered, subject to budgetary availability, on a first-come, first-served basis. If an employee is eligible for the subsidy and funds are not available, he/she will be placed on a waiting list until such time as funds become available.
- E. Employees selected for child care subsidy will be notified in writing by the Employer or the Employer's representative.

Section 5

The Employer or Employer's representative will issue the subsidy directly to the child care provider upon receipt of an invoice from the child care provider.

Section 6

If an employee changes his/her child care provider, he/she must notify the Employer of such by completing appropriate paperwork. If at any time an employee no longer meets the criteria specified in Section 2 of this Article, his/her participation in the Program will cease. An employee must notify the Employer when he/she /is no longer eligible to participate in the Program.

Section 7

An employee is responsible for determining the income tax consequences of the receipt of the child care subsidy.

ARTICLE 55: TRANSIT SUBSIDY AND PRE-TAX PARKING BENEFIT

Section 1 - Transit Subsidy

The Employer will subsidize an employee's use of public transit by paying for qualified transit passes to the maximum extent allowed by applicable law. The subsidy will not normally be in a form readily convertible to cash and shall not be used for purposes other than as intended, e.g., fare cards, passes, tokens, or other instruments issued by authorized local transit authorities. Direct cash subsidies to employees may only be provided in conjunction with law.

Section 2 - Pre-Tax Parking Benefit

The Employer shall implement a pre-tax parking benefit to bargaining unit employees, in compliance with law and regulation, e.g., 26 U.S.C. §132 and 26 CFR §1.132, to exclude from an employee's gross income the maximum extent allowed by law. The Employer shall have this Program fully implemented within ninety (90) calendar days of the effective date of this agreement.

Bargaining unit employees are responsible for submitting their request to have the Employer modify the employee's pay to include this pre-tax benefit. Bargaining unit employees will self-certify their monthly parking expenses once per calendar year. However, bargaining unit employees may update their request at any time and the Employer shall update the benefit within two pay periods.

Bargaining unit employees may register for the Program at any time during the year. The Employer agrees to process the bargaining unit employee's request no later than two pay periods after the bargaining unit employee submits his/her completed paperwork.

ARTICLE 56: PARKING

Section 1

The following procedures will govern the allotment of parking spaces for all permit parking under the Employer's control:

- A. The parties agree that parking permits will be dispensed based upon four separate priority groupings of employees: employees with disabilities, employees working unusual hours, employees participating in carpools, and employees driving single occupant vehicles.
- B. Employees applying for a space reserved for employees with disabilities will produce medical certification concerning how their disability impacts his/her mobility.
- C. The number of parking spaces set aside for employees working unusual hours may not exceed twelve (12). "Unusual hours" means work hours that are frequently required to be varied and do not coincide with any regular work schedule. This category includes individuals who regularly or frequently work more than ten (10) hours per day. Annually, the Employer will review the sign in/out records to assure that "unusual hours" permit holders remain eligible for priority parking spaces.
- D. Employees who belong to carpools may be required to provide information to verify current participants in the carpool.
- E. The parties agree that parking permits shall be issued on a monthly basis. Those employees eligible for parking permits will be issued a vehicle parking permit, provided the employee pays for the permit by the monthly due date.
- F. Single occupant vehicle parking permits will be issued in order of SCD;
- G. Parking permits will be issued in the following order of priority:
 1. Employees with disabilities;
 2. Carpools and vanpools (priority will be given to pools with the greatest number of passengers);
 3. Employees working unusual hours (maximum of twelve (12) per 1.C above); and
 4. Single occupant vehicles.

Section 2

Should the number of parking spaces available to the Employer increase during the duration of this Agreement, the Union may reopen this Article within a reasonable time by written notification. Negotiations would be limited to the facility where the change occurs.

Section 3

The parties agree that when an office that has provided free or subsidized employee parking is being relocated, the Employer will include equivalent parking in the request for space submitted to GSA. Additionally, the Employer will file a request for ample parking to be placed under the Employer's control with all applications for leased space submitted to GSA.

Section 4

If a representative of NTEU National needs to attend a meeting to conduct representational business, NTEU may request visitor parking for that representative. Such visitor parking can be arranged, on a first-come, space available basis, free of charge for representatives of NTEU. NTEU will request such parking through the authorized official, with a copy to the Administrative Program Center, the day before the scheduled meeting to permit adequate notification to the operator of the parking garage. All visitors will be escorted while in the building.

ARTICLE 57: STUDENT LOAN REPAYMENT

The Employer will continue its existing Student Loan Repayment Program in accordance with 5 CFR § 537 and other applicable rules and regulations. The Program's purpose is to attract or retain highly qualified professional, technical and administrative employees by assisting them in repaying their outstanding federally insured student loans. The Employer will tailor the Program to facilitate its recruitment and retention objectives. There is no entitlement to participation in the Program. Repayment of student loans by the Employer is subject to budgetary considerations and is at the Employer's discretion.

ARTICLE 58: WORKERS COMPENSATION

Section 1

Employee(s) and/or witness(es) should report all on-the-job injuries immediately or as soon as possible to the Employer.

Section 2

The Employer will provide the employee or his/her representative the proper form(s) in paper or electronic format and assistance required for medical treatment and/or claim for benefits to be filed with the Office of Workers' Compensation.

Section 3

The Employer will provide employees or their representatives access to documents concerning workers' compensation benefits available, as well as procedures for filing for benefits.

Section 4

When an on-the-job injury is reported, the Employer will arrange for necessary emergency or appropriate medical treatment for any such injury or illness suffered by an employee.

Section 5

The Employer will counsel an injured employee on options, compensation benefits, and/or types of leave when the injury or illness causes an absence of more than three (3) days.

Section 6

At the request of the employee, the Employer will counsel a disabled employee on all aspects of disability retirement while a claim is pending. When an employee has been on workers' compensation benefits (LWOP) for over one (1) year with no anticipated return to full duty, the Employer will provide him/her with possible options, such as disability retirement, resignation or removal from federal service.

ARTICLE 59: SURVEILLANCE

Section 1

The parties recognize that surveillance is conducted for safety and internal security reasons. To the extent practicable, the Employer agrees to respect employee privacy when utilizing video surveillance in carrying out its mission (e.g., not positioning cameras in restrooms or changing areas). The Employer shall operate cameras and conduct surveillance in accordance with law, rule, and/or regulations.

Section 2

The intent of the cameras is to maintain the safety and internal security of government property and not to monitor day to day employee performance or conduct. Nor are the cameras a substitute for any current sign-in/sign-out procedure. However, the Employer may use evidence from cameras to support an Employer action relating to employee conduct or performance.

Section 3

Any evidence derived from video surveillance that is used as support for a proposed disciplinary or adverse action shall be provided to the employee and/or the employee's designated representative, where not prohibited by law, rule or regulation.

Section 4

To the extent required by law, rule, regulation and the parties' collective bargaining agreement, the Employer shall provide the Union with notice and an opportunity to bargain when new cameras or surveillance systems are installed or existing systems are altered.

Section 5

The Employer has determined that supervisors will not have routine access to surveillance footage.

Section 6

Within thirty (30) calendar days of the effective date of this Agreement, to the extent that the Employer is aware, the Employer will provide the Union with information concerning the areas in which surveillance cameras are monitoring, as well as information required pursuant to Article 3, Section 8, of this Agreement.

ARTICLE 60: DURATION AND TERMINATION

Section 1

This Agreement will become effective thirty-one (31) calendar days from execution (signing) or upon agency head approval, whichever occurs first.

Section 2

This Agreement shall remain in effect for a period of four (4) years from its effective date and shall be automatically renewable for additional one (1) year periods unless either Party notifies the other Party, in writing, at least sixty (60) days, but not more than one hundred five (105) days prior to the expiration date of its intention to reopen, amend, modify, or terminate this Agreement. Such written notice will be accompanied by any proposed amendments or modifications to the Agreement being delivered to the other Party. The Party receiving the written notice may deliver counter-proposals and proposals to the other Party during the next thirty (30) day period. The Parties will begin negotiations no later than thirty (30) calendar days prior to the expiration date of this Agreement. If negotiations are not concluded prior to the expiration date, this Agreement shall continue in full force until a new Agreement has been approved.

Section 3

During the thirty (30) day period beginning twenty-four (24) months after the effective date of this Agreement, either Party may reopen negotiations on any three (3) existing Articles. The request will be in writing and must be accompanied by specific proposals. The Parties will begin negotiations no later than sixty (60) days after receipt of the notice.

Section 4

All midterm agreements and past practices in effect upon the effective date of this collective bargaining agreement that are not in conflict with the provisions here within will continue during the duration of this Agreement.

Section 5

Nothing in this Agreement shall serve as a waiver by either party of the right to negotiate over matters that are affected by a change (during the life of this Agreement) to the Federal Service Labor-Management Relations Statute that expands or contracts the scope of bargaining in the Federal sector. Such bargaining may be initiated at any time after sixty (60) days from the effective date of the statutory change.

APPENDIX 11-1

REQUEST TO PARTICIPATE IN THE
TELEWORK PROGRAM

Employee Name: _____

Employee Position/Grade/Series: _____

Telework Location and Contact Information:

Street _____

City, State, Zip _____

Phone _____

Email _____

Schedule and Tour of Duty:

	Monday		Tuesday		Wednesday		Thursday		Friday	
	Alt.	Office								
	<input type="checkbox"/>									
Week 1	-	-	-	-	-	-	-	-	-	-
Week 2	-	-	-	-	-	-	-	-	-	-

Comments: _____

Signature of Employee: _____

Date: _____

Upon completion, this form must be signed and dated by you and provided to your immediate supervisor.

APPENDIX 11-2

TELEWORK SELF-ASSESSMENT

Employee Name: _____

Employee Position/Grade/Series: _____

Telework Location and Contact Information:

Street _____

City, State, Zip _____

Phone _____

Email _____

Dear Telework Employee:

This self-assessment is designed to assess the overall safety of your Telework worksite. Please read and complete this checklist. Upon completion, this checklist must be signed and dated by you and provided to your immediate supervisor.

1. Is the space free of asbestos-containing materials?
2. If asbestos-containing material is present, is it undamaged and in good condition?
3. Is the space free of indoor air quality problems?
4. Is the space free of noise hazards in excess of 85 decibels?
5. Is there a drinkable water supply?
6. Is adequate ventilation present for the desired occupancy?
7. Are the lighting levels adequate for reading?
8. Are lavatories available with hot and cold running water?
9. Are all stairs with 4 or more steps equipped with handrails?
10. Are all circuit breakers and/or fuses in the electrical panel labeled as to intended service?
11. Do circuit breakers clearly indicate if they are in the open or closed position?

Yes	No	N/A

12. Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires fixed to the ceiling)?
13. Are phone lines, electrical cords and extension wires secured under a desk or alongside a baseboard?
14. Will the building's electrical system permit the grounding of electrical equipment?
15. Are aisles, doorways and corners free of obstructions to permit visibility and movement?
16. Are file cabinets and storage closets arranged so drawers and doors do not open into walkways?
17. Do chairs have any loose canisters (wheels)?
18. Are the rungs and legs of chairs sturdy?
19. Is the office space properly furnished (desk/table, chair, telephone)?
20. Is the office space neat, clean and free of combustible materials?
21. Are floor surfaces clean, dry, level and free of worn or frayed seams?
22. Are carpets well-secured to the floor and free of worn seams?

	Yes	No	N/A
12.	-		
13.	-		
14.	-		
15.	-		
16.	-		
17.	-		
18.	-		
19.	-		
20.	-		
21.	-		
22.	-		

Signature of Employee: _____

Date: _____

APPENDIX 11-3

ALTERNATIVE WORKSITE/TELEWORK AGREEMENT

The following constitutes an agreement between:

_____ (Office/Division/Branch)

_____ (Employee)

on the terms and conditions of participation in the Telework Program.

1. The employee will participate in the Telework Program (TP) voluntarily and will adhere to the applicable guidelines and policies. The Employer concurs with the employee's participation and agrees to adhere to the applicable guidelines and policies.
2. The employee may work any approved Flexible Work Schedule (FWS) or Compressed Work Schedule (CWS), including a one-half (1/2) hour non-paid lunch period, that is consistent with this Flexiplace Agreement, and the applicable provisions of Article 8, Hours of Work, and Article 11, Telework, of the Collective Bargaining Agreement between the Employer and the Union. During the hours that the employee is working at the Telework site, he/she will be accessible by telephone and/or e-mail.
3. The employee's Alternative/Telework Worksite is:

Street _____

City, State, Zip _____

Phone _____

Email _____
4. As part of this Alternative/Telework Worksite Agreement, the employee must complete a Safety Checklist certifying to the safety and adequacy of his/her residence as an approved Alternative worksite.
5. The employee's procedures for time and attendance reporting at the Alternative/Telework Worksite are the same.
6. The employee will continue to work in a pay status while working at the approved Alternative/Telework Worksite. Overtime must be ordered and approved in advance and will be compensated in accordance with applicable laws and regulations. By signing this agreement, the employee understands that the Employer will not compensate unapproved overtime work.
7. In accordance with Article 8: Hours of Work, employees on a Flexible Work Schedule may earn credit hours while working at the Alternative/Telework Worksite, provided there is sufficient work and it can be performed efficiently and effectively at the requested time.
8. Requests to use leave or credit hours must be made in accordance with established office procedures and the applicable provisions of the Collective Bargaining Agreement between the Employer and the Union, including obtaining supervisory approval prior to using leave or credit hours.
9. The employee agrees to ensure the protection of all Government-owned equipment (e.g., laptop computer, software) from theft, damage and/or inappropriate use. The employee must notify the Employer of any theft or damage to Government-owned equipment or any malfunctions of such

equipment. The Employer is responsible for the routine maintenance and repair of all Government-owned computer hardware and software used at the ADS.

10. The employee agrees not to engage in non-work activities while in official duty status at the Alternative/Telework Worksite. This includes such activities as child care, elder care and the conduct of other personal business.
11. The employee agrees to complete all assigned work in accordance with the guidelines and standards in his/her performance plan and the procedures established by the supervisor pursuant to discussions with the employee.
12. The employee is covered under the Federal Employees' Compensation Act (FECA) if injured in the course of actually performing official duties at the Alternative/Telework Worksite.
13. The Standards of Ethical Conduct for Employees of the Executive Branch and supplemental Agency standards continue to apply to employees at their Alternative/Telework Worksite.
14. As appropriate, the supervisor will conduct an evaluation that summarizes the Alternative/Telework Worksite impact on the Employer's mission, including participating employees, their co-workers, and services to internal and external customers.
15. Participation in the Telework Program can be suspended or terminated in accordance with Article 11.

I hereby certify that I have read this Agreement, and I agree to adhere to its requirements and the requirements of the Collective Bargaining Agreement.

Signature of Employee: _____

Date: _____

Signature of Supervisor: _____

Date: _____

APPENDIX 11-4

SUPERVISOR'S TELEWORK CHECKLIST

The Supervisor's Checklist should be used by the Supervisor to ensure the teleworking employee is properly oriented to the program prior to teleworking. This checklist provides a way to verify that all essential parts of the start-up of a teleworking arrangement with an employee have been covered prior to the actual start of teleworking.

Name of Employee _____

Employee has read the orientation documents and the teleworking policy.

Employee has been provided with a schedule of core hours or guidelines for flexible work schedules.

Equipment provided is documented.

Performance expectations have been discussed and are clearly understood. Assignments and due dates are documented.

Requirements for adequate and safe office space at home have been reviewed with the employee, and the employee certifies that those requirements have been met.

Requirements for care of equipment assigned to the employee have been discussed and are clearly understood.

The employee is familiar with the policies, procedures, requirements and techniques for computer information security and has received a copy and read the Information Security requirements.

Phone contact procedures have been clearly defined and secretaries and receptionists have received training.

The employee has read and signed the Teleworker's Agreement prior to actual participation in the program.

Signature of Supervisor: _____

Date: _____

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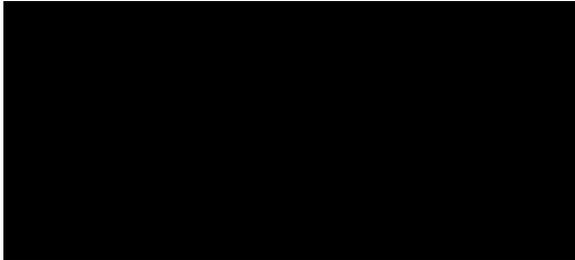
United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240

MAR 23 2017

Memorandum

To:



From:

Subject: Approval of Collective Bargaining Agreement between the National Park Service, Washington Headquarters Office, and National Treasury Employees Union, Chapter 296

The subject collective bargaining agreement, executed by the parties on February 22, 2017, has been reviewed pursuant to 5 U.S.C. 7114(c) and is hereby approved.

We appreciate the willingness of the parties to return to the table and address the matters raised during agency head review. When the contract is ready for distribution, please send an electronic version to 

cc:



IN WITNESS THERETO, the representatives of the parties have hereunto affixed their signatures on this [REDACTED]

FOR THE EMPLOYER:

[REDACTED]

[REDACTED]

NPS/WASO Negotiation Team Members

NTEU Negotiation Team Members

[REDACTED]

[REDACTED]

EFFECTIVE DATE: MARCH 23, 2017