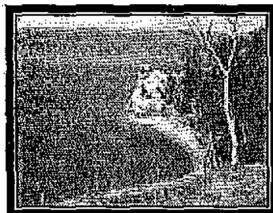
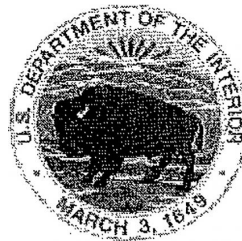


LOCAL 2192 at PICTURED ROCKS NATIONAL LAKESHORE  
NATIONAL FEDERATION OF FEDERAL EMPLOYEES FEDERAL DISTRICT #1  
Affiliated with the INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS – AFLCIO

## 2007 COLLECTIVE BARGAINING AGREEMENT

WITH

PICTURED ROCKS NATIONAL LAKESHORE  
NATIONAL PARK SERVICE  
U.S. DEPARTMENT OF THE INTERIOR



## Table of Contents

Article 1 -- General Provisions.....	2
Article 2 -- Recognition and Unit Designation .....	3
Article 3 -- Union Rights and Representation.....	4
Article 4 -- Management Rights.....	7
Article 5 -- Employee Rights .....	8
Article 6 -- Consultation and Negotiation.....	11
Article 7 -- Orientation of Employees .....	12
Article 8 -- Information Distribution and Requests.....	13
Article 9 -- Equal Employment Opportunity .....	14
Article 10 -- Volunteers and Government Sponsored Work Programs .....	16
Article 11 -- Temporary Employees.....	17
Article 12 -- Work Assignments .....	18
Article 13 -- Temporary Duty Station .....	19
Article 14 -- Overtime .....	22
Article 15 -- Compensatory Time .....	24
Article 16 -- Credit Hours.....	26
Article 17 -- Hours of Work and Alternative Work Schedules .....	27
Article 18 -- Flexible Workplace Programs.....	30
Article 19 -- Health And Safety .....	33
Article 20 -- Radio Safety .....	38
Article 21 -- Hiring Practices.....	39
Article 22 -- Classification and Position Descriptions .....	40
Article 23 -- Exempt/Non-Exempt Status .....	42
Article 24 -- Training .....	43
Article 25 -- Merit Promotion.....	47
Article 26 -- Temporary Promotion and Internal Placements .....	51
Article 27 -- Performance Management System .....	52
Article 28 -- Awards .....	55
Article 29 -- Furloughs .....	56
Article 30 -- Reduction In Force .....	59
Article 31 -- Leave.....	61
Article 32 -- Contracting Out.....	67
Article 33 -- Mid-Term Contract Negotiations.....	68
Article 34 -- Workers' Compensation.....	70
Article 35 -- Environmental Differential and Hazardous Duty Pay .....	71
Article 36 -- Retirement .....	73
Article 37 -- Voluntary Withholding of Union Dues.....	74
Article 38 -- Seniority .....	76
Article 39 -- Disciplinary and Adverse Actions .....	77
Article 40 -- Employee Assistance Program.....	81
Article 41 -- Grievance Procedure and Alternative Dispute Resolution .....	83
Article 42 -- Arbitration .....	89
Article 43 -- Implementation of The Agreement .....	91
Article 44 -- Use of Facilities and Services.....	92
Definitions.....	94

## **Article 1 -- GENERAL PROVISIONS**

### **Section 1.** Authority

This Agreement, together with any and all supplemental agreements and/or amendments which may be agreed to during the duration of this Agreement, is entered into under the authority granted by the Federal Service Labor-Management Relations Statute, Civil Service Reform Act, and in accordance with the regulations of the U.S. Department of the Interior, and the National Park Service.

### **Section 2.** Recognition

The Employer recognizes that the Union is the exclusive representative of all employees in the unit described below in Section 3.

### **Section 3.** Parties and Coverage

This Agreement is made by and between the Pictured Rocks National Lakeshore, National Park Service, Munising, Michigan, hereinafter referred to as "the Employer" and Local 2192 of the National Federation of Federal Employees, Federal District 1, International Association of Machinists and Aerospace Workers, AFL-CIO, hereinafter, referred to as "the Union." This Agreement is applicable to: All non-professional, non-supervisory employees of the Pictured Rocks National Lakeshore, Munising, Michigan; excluding all management officials, supervisors, confidential employees, employees engaged in personnel work other than a purely clerical capacity, employees engaged in intelligence, counterintelligence, investigative, or security work which directly affects national security, and any employee primarily engaged in investigation or audit functions relating to the work of individuals whose duties directly affect the internal security of the agency, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity.

The Union hereby recognizes its responsibility for representing the interests of all such employees without discrimination and without regard to labor organization membership.

### **Section 4.** Purpose of this Agreement

It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the National Park Service and the Pictured Rocks National Lakeshore in the public interest and well-being of employees within the meaning of the Civil Service Reform Act and the Department of the Interior and the National Park Service labor management policies and regulations; to establish a basic understanding relative to personnel policies, practices, procedures and matters affecting other conditions of employment; and to provide means for discussions and adjustments of these matters. The Union agrees to support the Employer in its efforts to promote good will between the Employer, employees, the Union and the local community.

## **Article 2 -- RECOGNITION AND UNIT DESIGNATION**

**Section 1.** Management recognizes that the National Federation of Federal Employees (NFFE) – International Association of Machinists and Aerospace Workers (IAMAW) is the exclusive representative of all employees in the bargaining unit.

**Section 2.** This Agreement is applicable to the bargaining unit, NFFE, Local 2192 to represent employees of Pictured Rocks National Lakeshore.

**Section 3.** Management shall not change the bargaining unit status of positions without first notifying the Union. If there is a disagreement over the position's bargaining unit status, the Union should file a Clarification of Unit (CU) with the Federal Labor Relations Authority. Employees will remain in bargaining unit until such time as a decision is reached on the CU Petition. The Union has the right to file a CU Petition when it believes the bargaining unit status of a position should be changed.

## **Article 3 -- UNION RIGHTS AND REPRESENTATION**

### **Section 1. Rights and Recognition**

The Employer recognizes that the Union has the exclusive right to represent all employees in the Unit as outlined below:

- A. The Employer agrees to advise the Union in accordance with this Agreement and provide the Union an opportunity to negotiate on changes in conditions of employment in accordance with the Federal Service Labor-Management Relations Statute.
- B. The Employer agrees to provide the Union an opportunity to be represented at any examination of an employee in the Unit by a representative of the Employer in connection with an investigation if:
  - 1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
  - 2. The employee requests representation.
- C. The Union president or designee will be given advanced notice of and be provided reasonable time to be present at formal discussions. A formal discussion is any meeting between one or more representatives of the Employer and one or more bargaining unit members concerning any grievance, personnel policy or practice or other general condition of employment. The Union will be given the opportunity to attend and participate.

### **Section 2. Representation**

The Employer recognizes Local Officers and Representatives designated by the Union. The Union will supply the Employer, in writing, and will maintain on a current basis, a list of the Union officers and representatives. The Employer also recognizes representatives of the NFFE Federal District 1, IAMAW.

### **Section 3. Official Time**

Representational functions are defined as those activities engaged in by the Union Representatives which are concerned with the administration of this agreement and which are authorized under 5 USC 7131. Representational functions may include, but are not necessarily limited to:

- 1. Receive, review and investigate employee complaints in order to prepare and present grievances and unfair labor practices; and to prepare representational paperwork as appropriate.

2. Review Management's proposals concerning negotiations and changes in policies, practices, and matters concerning working conditions.
3. Maintain filing system for representational correspondence.
4. Responding to representational correspondence.
5. Filling out information request forms.
6. Submitting complaints to and responding to inquiries from agencies such as FLRA, MSPB, EEOC, GAO, et al.
7. All preparation for negotiations, impact mid-term negotiations, or impasse resolutions.
8. Review negotiability issues and prepare for arbitration.
9. Prepare materials to visit, phone or write elected representatives in support of or opposition to desired legislation impacting bargaining unit employees' condition of employment.
10. Consult with other union officials, mediators, agents of the FLRA, and other officials about the aforementioned items (1-9).
11. Official time will be made available for other legitimate representational matters not specifically set forth in this agreement.

The Union Steward shall have a block of 4 hours each pay period for representational duties. The Union President and Secretary shall each have a block of 2 hours each week for representational duties. If the time is not needed, the representative will resume his/her regular work assignments. If additional time is needed, the representative will request that of his/her supervisor.

The determination of what constitutes a reasonable amount of official time for Union representation purposes will be determined based on the requirement that the expenditure of official time shall be mutually beneficial to the Employer and its employees.

Union representatives and their supervisors shall mutually determine the amount (allocation and scheduling) of hours for representational duties. The scheduling of official time should be administered as to allow for needed additional time, including time needed for travel. Official time will not interfere with lunch, scheduled clean up time, or breaks. A park vehicle may be used for representational functions if available.

If the Employer or Union disputes the amount of time that a Union official has been granted or denied for representational functions, the Agency contact person and Union President will meet and consult in an effort to determine the proper course of action. The parties agree to resolve disputed issues as quickly as possible.

Activities concerned with the internal management of the Union shall be performed only during the non-duty hours of the Union representatives and employees concerned. Examples of such activities include the solicitation of membership, collection of dues, distribution of literature, campaigning for Union office, and soliciting employee grievances or complaints. Upon request, and subject to normal security limitations, the

Union shall be granted authority to conduct at least two membership drives per annum, before and after duty hours, and at lunch periods.

Union representatives will record time used for representational functions appropriately.

**Section 4.** Release to Perform Representational Duties

When a representative needs official time to perform his/her representational duties, it will be requested on an individual case-by-case basis. All requests for the use of official time must be approved by the Employer prior to the representative leaving his/her work area.

The representative will inform his/her supervisor of the approximate amount of official time that will be needed and the general location where the representative will be performing the representational duties and the amount of hours for representational duties. If the representative requires more official time than originally approved by the supervisor, he/she will contact the supervisor to obtain approval for additional time. When a representative has completed the use of official time, he/she will check-in with his/her supervisor when returning to the work area.

Normally, a representative will be released when requested unless work requires his/her presence on the job. Union representatives and their supervisors will discuss the release from duty; the supervisor will determine if workload requires the representative's presence on the job. When release cannot be accomplished immediately, the employee will be released as soon as possible. The employee will report back to his/her supervisor upon returning to duty.

**Section 6.** Union Participation

There shall be no coercion or discrimination against any Union official because of the performance of Union responsibilities in connection with this Agreement and the Statute, or against any employee for filing a complaint or acting as a witness under this Agreement, the Statute, or applicable regulations.

## **Article 4 -- MANAGEMENT RIGHTS**

**Section 1.** Nothing in the interpretation or application of this Agreement shall preclude the Employer from the full exercise of its rights as outlined in Section 7106 (a) and (b) of The Federal Labor-Management Relations Statute. These rights include the Employer's right:

1. To determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and
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 determinations with respect to contracting out, and to determine the personnel by which the Employer's operations shall be conducted;
  - C. With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source;
  - D. To take whatever action may be necessary to carry out the Agency mission during emergencies;
  - E. To determine the numbers, types, and grades of employees or positions assigned to any organizational sub-division, work project, or tour of duty; and
  - F. To determine the technology, methods and means of performing work.

**Section 2.** Nothing in this section shall preclude the Employer and the Union from negotiating:

1. At the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational sub-division, work project, or tour of duty, or on the technology, methods, and means of performing work;
2. Procedures which 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 the Employer.

**Section 3.** Supervisory Staff Meetings. Management may consider inviting the Union to have a Union representative present at supervisory staff meetings.



## **Article 5 – EMPLOYEE RIGHTS**

**Section 1.** The Employer and the Union recognize the right of employees in the unit to exercise their right to freely and without fear of penalty or reprisal, to form, join, or assist a labor organization, 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 Chapter 71, Title 5 of the U.S. Code or the rights outlined in this article. The parties recognize that these employee rights include, for example, the right –

- a. To act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities.
- b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.
- c. The provisions of this Article and this Agreement shall not be construed to preclude an employee from being represented by an attorney or other representative, other than the Union of the employee's own choosing in any appeal action not under the negotiated grievance procedure.

### **Section 2.** Membership

Nothing in this agreement shall require an employee to become or to remain a member of a labor organization except pursuant to a voluntary, written authorization by an employee for the payment of dues through payroll deductions. 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, age, preferential or non-preferential civil service status, political affiliation, marital status, or handicapping condition.

### **Section 3.** Weingarten Rights

The Employer shall annually inform its employees of their right to Union representation at any examination of an employee in the unit by a representative of the Employer in connection with an investigation if –

- a. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
- b. The employee requests representation.

Both parties understand that the Employer is under no obligation to bargain with a union representative during and investigatory examination and that the role of the Union representative in these circumstances is to: clarify questions and /or facts; assist the employee in presenting facts; consult with the employee and make suggestions.

Discussions regarding an employee's job performance are not considered investigatory examinations and, therefore, are not subject to the Weingarten Rights.

## EMPLOYEE RELEASE

An employee desiring to leave his or her work area to secure the advice and assistance of a Union representative will first obtain permission from his/her supervisor. Normally, an employee will be released when requested unless work requires his/her presence on the job. When release cannot be accomplished immediately, the employee will be released as soon as feasible. The employee will report back to his/her supervisor upon returning to duty.

Should release be denied, grievance timeframes will be extended by the same number of days the employee was denied release.

### **Section 4.** Accountability

An employee is personally accountable for the performance of official duties and compliance with standards of conduct for Federal employees. Within this context, the Employer affirms the right of an employee to conduct his or her private life as he or she deems fit as long as it does not affect the employee's ability to do his or her job , or constitute a violation of ethics regulations and statutes applicable to Federal employees.

### **Section 5.** Employee Access to Information

Many conditions of employment are covered by the provisions of directives within the Agency's directive system. Information contained in these directives may be necessary for a complete understanding of the terms of this Agreement and general employee rights and responsibilities. Employees will have access to all directives and modifications related to these matters, excluding internal management documents. Employees shall be kept informed of rules, regulations and policies under which they are obligated to work.

### **Section 6.** Employee Access to Electronic Communications System

Every employee may be granted access to the NPS network and electronic mail system. Employees will be granted a reasonable amount of on-duty time to access their email account and pertinent web sites such as Uniform Standards, Employee Express, Inside NPS, tsp.gov, etc.

Each employee with computer access must sign an acknowledgement form for the NPS Responsibilities for Computer Use policy and complete the annual IT security awareness training. Failure to do so will result in revocation of computer access.

Director's Order No. 5 Correspondence and Electronic Communications, WASO, will be incorporated into this agreement.

## **Section 7.** Employee Privacy and Confidentiality

- a. Management will protect the employee's privacy and confidentiality. Accordingly, should management access electronic data, the employee will be informed about the access.
- b. Each employee may have access to a locked secure space in their assigned work space/area for the purpose of securing personal item.
- c. The Employer agrees that administrative searches of an employee's personal effects will be conducted with the employee present, or if the employee is not present at work, with a NFFE representative present, absent an overriding exigency. If a NFFE representative is not available, NFFE or the employee will be notified as soon as possible of the action. Criminal searches will be conducted in accordance with applicable law.

**Section 8.** Personnel who are required to wear uniforms will be expected to report to work in them. Lockers for storing clothing and areas for changing clothes will be provided when the Employer and Union mutually agree that such facilities are necessary. Employees will be allowed 15 minutes near the end of each tour of duty, consistent with the nature of their work, for personal cleanup.

An employee may file a claim and be reimbursed for loss or damage to his/her personal property where the loss or damage was suffered in connection with his/her employment while on duty or while on the Employer's premises in accordance with Public Law 88-558.

## **Section 9.** Personnel Records

The Official Personnel Folder (OPF) is the official repository for records affecting an employee's status and Federal service which is maintained in the Midwest Regional Office in Omaha, Nebraska. Material will be maintained in the OPF in compliance with applicable rules and regulations of the Office of Personnel Management. The folder provides the basic source of factual data about the employee's federal employment history and is used primarily for screening qualifications, determining status, computing length-of-service, and information needed in providing personnel services. The employee has the right to review these files upon request. Authorized personnel, according to law and regulations, may inspect any employee's OPF only after producing appropriate credential.

Upon request, an employee and/or his/her designated representative, who has been so authorized by the employee, will be permitted to review his/her Park Working File within five (5) working days. Reasonable employee requests for copies of individual documents in the Park Working File will be honored. Erroneous information found in the Park Working File will be corrected upon presentation of acceptable documentation.

## Article 6 -- CONSULTATION AND NEGOTIATION

**Section 1.** Both parties to this Agreement have the responsibility of conducting their negotiations and consultations in good faith and otherwise in such a manner as will further the purposes of the Statute.

**Section 2.** It is agreed and understood that matters appropriate for consultation and negotiation between the Employer and the Union are personnel policies, practices, and working conditions that are within the discretion of the Employer. The Employer agrees to give the Union adequate notice and the opportunity to comment and/or request negotiations regarding Employer initiated changes in personnel policies, practices and matters affecting working conditions of bargaining unit employees.

In situations that may result in significant impact on bargaining unit employees, the Union will be given a minimum of ten (10) calendar days to comment. However, the response time will not begin until the Employer has provided data requested under Section 7114 (b)(4) of the Statute.

Negotiation of the impact and implementation of an Employer's decision in the management's rights area will be in accordance with this section. In some situations, however, it may be necessary to implement the management decision prior to the completion of negotiations.

**Section 3.** The Employer will consult and negotiate, as required by the Statute, over other policy changes made during the term of this Agreement which affect the working conditions of bargaining unit employees. To the extent that a provision of any instruction or directive within the discretion of the Employer is in conflict with this Agreement, the provisions of this Agreement shall govern.

**Section 4.** If the Employer determines it is necessary to conduct a reduction-in-force, contract out a function, transfer a function or take any other action that could lead to an outplacement situation, the Union will be given adequate notice and an opportunity to negotiate as appropriate in accordance with Sections 7106 (b)(2) and (3) and 7117 of Chapter 71 of the Statute and FLRA case precedents.

## **Article 7 -- ORIENTATION OF EMPLOYEES**

**Section 1.** All new employees shall be informed by Management that the Union is the exclusive representative of employees in the unit.

**Section 2.** Representatives of the Union will be granted a period of time to speak at orientation sessions which are held for employees. Such time will normally not exceed one-half (1/2) hour. A reasonable, advanced notice will be provided to the Union. The Union may distribute an information packet at the orientation session.

**Section 3.** Upon request, the Union will be provided a listing of projected bargaining unit members which includes their name, position and Enter on Duty (EOD) date.

**Section 4.** Union representatives may, if desired, remain in attendance during all of the orientation session(s) while conditions of employment are discussed.

**Section 5.** For those employees who have not attended an orientation session, a representative of the Union will be afforded a reasonable period of time, to be mutually agreed upon, to speak with new employee(s) to introduce him/herself and to explain the role of the Union.

**Section 6.** The Employer agrees to refer all questions concerning internal Union matters to the designated representative.

## **Article 8 -- INFORMATION DISTRIBUTION AND REQUESTS**

**Section 1.** Management will provide copies of all NPS personnel policy regulations, PIRO instructions and supplements, or other regulations that implement or establish bargaining unit-wide personnel policies, practices, procedures and working conditions on a recurring basis as they are distributed. Sometimes these are referred to internally as SOP's or Standard Operating Procedures.

**Section 2.** Once a year, Management will provide the Union, upon request, a copy of the approved organizational chart for the Park. The Union will be notified of any organizational changes that affect working conditions of bargaining unit employees prior to implementation. For informational purposes, Management will inform the Union of any additions or eliminations of positions to the Park's organization.

**Section 3.** The Employer agrees to furnish to the Union agency policy revisions pertaining to bargaining unit members. The agency will forward this material upon receipt at the park.

**Section 4.** The Employer shall furnish the Union, upon request, the following information regarding employees at PIRO:

- A. Name
- B. Position number, Title, Series, and Grade
- C. Division
- D. Work telephone number
- E. Bargaining unit status
- F. Service computation date

## **Article 9 -- EQUAL EMPLOYMENT OPPORTUNITY**

**Section 1.** The Parties shall not in any way discriminate for or against an individual regarding employment or conditions of employment because of race, color, religion, sex, national origin, age, sexual orientation, marital status, lawful political affiliation, handicapping condition, or other non-merit factor. Policy shall be in strictest adherence to both the letter and the spirit of the Equal Employment Opportunity Act, the Age Discrimination in Employment Act, the Civil Service Reform Act, the Americans with Disabilities Act, and all other applicable laws and regulations.

**Section 2.** Upon request the current report on the EEO program will be furnished to the Union. Management will furnish the Union with a copy of the Park Service EEO Policy upon request.

**Section 3.** The Employer will consider candidates from within the bargaining unit for an EEO Counselor collateral duty position.

### **Section 4.** EEO Complaints

Upon initial contact with the EEO counselor, any Unit Employee filing an informal discrimination complaint shall be advised by the counselor that the complainant is entitled to a representative of his/her choice. It is understood by the Parties that an Employee and his/her representative are entitled to make contact with any appointed EEO counselor, and may instruct such counselor not to reveal complainant's name to anyone other than appropriate officials in the course of his/her investigation without prior approval. If an employee chooses to be represented by the Union, contact will not be made with the employee unless the Union representative is present or notified. A copy of the Local Agreement along with the names, addresses and telephone numbers of NFFE Local 2192 Executive Board members will be provided to the appropriate EEO counselor(s) by the Union.

Confidentiality is very important in the Equal Employment Opportunity (EEO) process. Employees must feel comfortable in addressing their concerns/issues with EEO officials.

The 29 CFR 1614 regulations provide aggrieved parties the right to remain anonymous during the pre-complaint (informal) stage of this process. This means that EEO Counselors should not reveal the identity of the aggrieved party who comes to him/her for consultation, except when authorized to do so by that person or until the agency has received a discrimination complaint (formal) from that person involving the same matter that was addressed with the Counselor.

**Section 5.** The Union will be given an opportunity to have their views, opinions, and concerns considered in the development of new or revised Equal Employment Opportunity/Affirmative Action Employment Plans insofar as may be appropriate.

**Section 6.** Each Party agrees to advise the other of equal opportunity or discrimination problems of which they are aware. The Parties will jointly seek solution to such problems.

**Section 7.** The Employer shall not discipline or otherwise discriminate against any Employee because he/she has filed a complaint or presented a concern.

**Section 8.** If the Employer determines that as a reasonable accommodation an employee may have an advocate during meetings involving job counseling, employee development or training, the affected employee may elect an advocate of their choosing.



## **Article 10 -- VOLUNTEERS AND GOVERNMENT SPONSORED WORK PROGRAMS**

**Section 1.** The Volunteers in Parks Program at PIRO will be operated in accordance with Director's Order - 7. Upon request, employees may review DO - 7. Additionally, one copy of any changes will be provided to the Union.

**Section 2.** The Employer is authorized to recruit, train, and accept without regard to the civil service classification laws, rules, or regulations, the services of individuals without compensation as volunteers for or in aid of interpretive functions, or other visitor services or activities. The Employer will not terminate the employment of any current employee solely for the purpose of replacing that current employee with a volunteer.

## **Article 11 -- TEMPORARY EMPLOYEES**

**Section 1.** The provisions of this Article apply to termination or expiration of appointment, due to lack of work or a lack of funds. The determination to appoint rehire eligibles will be made by Management according to the qualifications and suitability required by the positions.

**Section 2.** Temporary employees who have been selected competitively and successfully completed their appointment will be eligible for rehire the next season without further competition in accordance with the provisions of the applicable authority. Rehire eligibility will remain in effect for up to 3 years from the date of separation from the appointment on which eligibility is based.

**Section 3.** PIRO will maintain an applicant file of employees available and eligible for rehire.

**Section 4.** Temporary employees will be eligible for awards.

**Section 5.** When the employer rehires a temporary employee, the employee may be rehired to any position with the same series, grade, and qualification requirements as the original appointment. Employees will be given a copy of the SF-50 to document the rehire action.

**Section 6.** Management will provide the employee a performance evaluation prior to termination and will discuss whether the rating will affect chances of rehire.

**Section 7.** When filling permanent positions from external sources, PIRO will give consideration, in accordance with applicable law, to qualified temporary employees who apply for said positions.

**Section 8.** Temporary employees will be given rehire information prior to separation.

**Section 9.** When a recruitment notice is issued for a temporary position covered by the bargaining unit, the union will be furnished with a copy of the notice.

## **Article 12 -- WORK ASSIGNMENTS**

**Section 1.** Both parties understand the importance of an informed staff. The employer shall make every reasonable effort to assign work in a timely manner. This would include but is not limited to proper notice of assignment of work, change of tour of duty or duty station and scheduling for overtime or holidays, etc.

The Employer, at its discretion, will make a reasonable effort to provide a projection of work assignments.

The Employer agrees to consider employee's input on the ways and means of accomplishing a project.

By the end of the second quarter of the fiscal year, the Employer will meet with maintenance employees to discuss and gain input on projected work program for current year. Union will be notified and given the opportunity to be present. The Employer may meet with maintenance employees after the summer season to discuss and gain input on the completion of projects.

**Section 2.** The Employer agrees to make reasonable efforts to assign qualified bargaining unit members to perform work. Work assignments shall be made in a manner reflective of the grade level and position description of an employee.

## **Article 13 -- TEMPORARY DUTY STATION**

### **Section 1.** Definition

Temporary duty assignments are those requiring temporary performance by an employee of the duties of his/her position at a different duty station.

### **Section 2.** PIRO Duty Stations

Munising/West District – Munising to Sevenmile  
Grand Marais/East District – Grand Marais to Sevenmile  
Backcountry – any area inaccessible by public roads

### **Section 3.** General

In the exercise of the Employer's right to assign work and change an employee's duty station, the Employer agrees to the procedures and appropriate arrangements contained in this article in an attempt to mitigate adverse impact on the employee.

### **Section 4.** Scheduling and Notice

The scheduling of temporary change in duty station(s) will be accomplished as far in advance as possible. Personal hardships and commitments of an employee, or an employee's suggestions for accomplishing a project without a temporary change in duty station, will be taken into consideration.

Except for emergencies, all affected employees will be given a minimum of one pay period (14 days) advance written notice of a change in duty station.

### **Section 5.** Selection Procedures

Temporary duty assignments will be offered to qualified and available employees with requisite skills on the basis of volunteers. If there are no volunteers or an insufficient number of volunteers, temporary duty assignments will be selected from among a group of qualified employees with requisite skills on the basis of inverse order of seniority.

Among a group of qualified employees, the higher graded employees will perform higher level duties.

### **Section 6.** Union Involvement

The employer agrees to fully consider employee or Union suggestions in developing cost-saving and productivity measures.

### **Section 7.** Accommodations

Because employees are being asked to stay over-night outside of their normal duty station without the use of their personal living quarters, the Employer agrees to provide the following accommodations:

- a. The overnight accommodation shall be reasonably compatible with the employee's normal home life accommodation.
- b. Hot and cold running water, flush toilets and showers in good working condition will be furnished on the premises of the quarters.
- c. All normal appliances such as stove, refrigerator, microwave and toaster will be furnished on the premises of the quarters.
- d. Electricity, gas, oil or electric heat will be furnished on the premises of the quarters.
- e. An individual sleeping room with a bed for the purpose of providing privacy will be furnished on the premises of the quarters, if available.
- f. The furnished quarters will meet all applicable federal building codes and OSHA standards.
- g. Employees at their option may choose not to stay overnight in a government furnished quarters (Section 8. Travel)
- h. Employees assigned to backcountry duty stations will be provided all equipment and supplies (excluding food) required to stay overnight. This would include but is not limited to tents, sleeping bags and pads, stoves, fuel, cell phones, etc. Employees have the flexibility to either stay overnight or not at these backcountry duty sites. (Section 8. Travel)

#### **Section 8.** Travel

All employees assigned a temporary duty assignment will report to their normal duty station at the start of their shift on the 1<sup>st</sup> day and drive to the location of their temporary duty station. Those employees that choose to remain overnight in furnished government or a backcountry site will be allowed time to properly store personal items and food (in the case of the backcountry will need to set up camp) before starting work at their temporary duty station.

On the last day of their work week of the temporary duty assignment, all employees will return to their normal duty station by the end of their normal tour of duty to allow appropriate time to unload, store and care for as needed "supplies, materials, tools and equipment" and appropriate time for personal clean up.

The employees will be allowed to travel to and from the temporary duty assignment in their own personal vehicle.

The employee will receive mileage if permitted by regulation.

#### **Section 9.** Per Diem

Employees remaining overnight at either a backcountry site or furnished government quarters will receive the applicable in-park per diem rate.

## Article 14 – OVERTIME

### **Section 1.** Distribution

The Employer has the right to assign work, which includes the determination as to which employees will perform particular work assignments (either during normal tours of duty or on an overtime basis). The Employer further maintains responsibility for determining the need for, scheduling, ordering and approving overtime work. In making such overtime determinations, if the Employer determines that more than one (1) employee is equally qualified to perform required overtime work then the Employer shall attempt to distribute overtime as equitably as possible among all such equally qualified employees consistent with specialized skills and abilities necessary to perform the work as determined by the Employer.

**Section 2.** The Employer agrees to post and maintain current work schedules of the days and shift hours of an employee's tour of duty at least one week before the start of the following pay period. Nothing in this provision shall prevent Management from exercising its right to change an employee's schedule based on the needs of the agency. It is agreed that "needs of the agency" does not include superseding the negotiated overtime provisions and changing current posted schedules after the start of the pay period to avoid the payment of overtime.

**Section 3.** Overtime will be administered in an effective and efficient manner. First consideration will normally be given to permanent employees qualified to do the work. Other qualified employees, including those who volunteer for overtime will be given consideration on a rotational basis. The final decision on all overtime assignments will rest with the Employer. Entitlement to premium pay will be determined in accordance with applicable laws and regulations.

In making overtime assignments, a supervisor, upon request of any employee, may relieve the employee of an overtime assignment provided another qualified employee is available and willing to work. Unless relieved by their supervisor, employees will be expected to work overtime for which they have been scheduled. When the Employer deems it necessary to cancel overtime, the employees will be given as much advance notice as is practical considering the particular circumstances involved in the cancellation.

**Section 4.** Callback overtime work performed by an employee on a day when work was not regularly scheduled for the employee or for which the employee has been requested to return to the place of employment shall be considered to be at least two hours in duration for the purpose of overtime pay, regardless of whether the employee performs work for two hours.

**Section 5.** Standby

An employee is considered on duty and time spent on standby duty shall be considered hours of work as covered by the Code of Federal Regulations.



## Article 15 -- COMPENSATORY TIME

**Section 1.** Employees may be authorized to earn compensatory time for irregular or occasional overtime which has been officially ordered and approved.

At their written request, employees may earn compensatory time in lieu of pay for irregular or occasional overtime. Authorized compensatory time is earned in 15 minute increments. The compensatory time may be used during the same pay period in which it was earned, or in a subsequent pay period. Simply because an employee requests to earn compensatory time in lieu of overtime pay, does not mean the supervisor is obligated to approve the request. If the pressures of workload or other factors do not permit the granting of compensatory time, the supervisor may require that the employee accept the overtime pay.

**Section 2.** Compensatory time off will equal one hour of compensatory time for one hour worked. Nonexempt employees will be paid overtime for unused compensatory time in accordance with current governmentwide regulations.

**Section 3.** An employee whose rate of basic compensation is at or below the maximum scheduled rate for GS-10 must be paid for overtime worked unless the employee elects to receive compensatory time off instead of overtime pay. (Reference 5 U.S. Code 5543).

**Section 4.** A special type of compensatory time allows a Federal employee to elect to work compensatory overtime for the purpose of taking time off without charge to leave when personal religious beliefs require that the employee abstain from work during certain periods of the workday or workweek. This compensatory overtime may be earned in minimum periods of 15 minutes or multiples thereof. As this overtime may be worked before or after the use of Religious Compensatory Time – Used, a negative balance will be maintained in the employee's leave account until the time is earned.

All employees may earn Religious Compensatory Time, as it is not subject to the maximum aggregate salary limitation, and does not expire. (Reference Public Law 95-390). All employees may be granted use of this type of compensatory time.

**Section 5.** Compensatory time off from duty shall not be granted in place of overtime pay for regularly scheduled overtime hours – overtime pay is required. Compensatory time may not be granted:

- a. For any overtime worked when payment for such overtime worked is prohibited by the aggregate salary limitation.
- b. For overtime worked by Prevailing Rate (Wage) employees (exception: compensatory time off is allowed for wage employees on flexible work schedules but not compressed work schedules). (Reference 5 U.S. Code 6123)

- c. To employees who are required to work during a period when other Federal employees are excused from duty by an Executive Order which does not declare the day (or part of a day) a holiday. (Reference 25 CG 255 and 43 CG 501)
- d. To employees covered by the FLSA if excluded by agency policy.

**Section 6.** Employees may carry over and accumulate compensatory time from pay period to pay period where workload or other valid considerations delay their use of it, subject to limitations established by agency policy. However, when due to reasons beyond the control of the employee, compensatory time off is not taken prior to separation and no extension of the date is granted, overtime compensation should be paid. (Reference CG 75D)

**Section 7.** When an employee separates from Federal Service or is transferred to another agency, the employee must be compensated for compensatory time to his/her credit in this special account. Such payment is the applicable hourly rate of basic pay (not overtime pay) in effect at the time the work was performed.

## **Article 16 -- CREDIT HOURS**

**Section 1.** An employee on a flexible work schedule may work more than 80 hours in a pay period and accrue credit hours. Credit hours are defined as hours of work within the tour of duty, which are in excess of an employee's basic work requirement and which the employee elects to work so as to vary the length of a workday or a weekend. Credit hours do not expire.

Credit hours can be earned in 15-minute increments or multiples thereof. Subject to any limitation prescribed by the Office of Personnel Management or the employing agency, a full-time employee on a flexible work schedule can accumulate a maximum of 24 credit hours. Part-time employees can accumulate a maximum of one-fourth of the hours in their biweekly work requirement during their regularly established tour of duty. For example, if a regular schedule is Monday through Wednesday, the employee can earn credit hours on Monday, Tuesday, or Wednesday only. (Reference 5 U.S. Code 6126)

**Section 2.** Credit hours may be requested and used in lieu of other types of excused paid leave in accordance with the policies of the Agency. Credit hours can be used in 15-minute increments or multiples thereof.

Upon separation or transfer from the Agency, an employee will receive the basic rate of pay for all credit hours in their account. Additionally, any employee who is on a flexible work schedule program under 5 U.S. Code 6122 and who is no longer subject to such a program shall be paid at then current rate of basic pay. (Reference 5 U.S. Code 6126)

## **Article 17 -- HOURS OF WORK AND ALTERNATIVE WORK SCHEDULES**

**Section 1.** The Employer will establish and schedule hours of work and tours of duty in accordance with applicable laws, regulations and this Agreement. The basic work week for full-time, permanent employees will consist of five (5), eight (8) hour days, Monday through Friday, except when the Employer determines that employees are required to work weekends to provide services to park visitors and protection of park resources. Normally, no employee will be scheduled to work a tour of non-overtime duty that denies him/her less than two (2) consecutive days off per week.

**Section 2.** Employees may request to be placed on one of the following compressed alternative work schedules:

Schedule I. (Ten-Hour Work Day) shall be eight (8), ten (10) hour work days, within each pay period. The daily schedule must include a minimum thirty (30) minute lunch period, the scheduled lunch period may be up to two (2) hours in length provided that the daily schedule totals ten (10) hours of work time excluding the lunch period. Once the schedule is requested and approved, the length of the lunch period is fixed and may not vary from day to day. The pay period will include six (6) non-work days. A ten-hour schedule may not include any combination of half-days or workdays less than ten (10) hours. The 4-ten hour work days and the 3 lieu days should run consecutively.

Schedule II. (Five-Four-Nine) shall be eight (8), nine (9) hour work days and one (1), eight (8) hour work day, within each pay period. The daily schedule must include a minimum thirty (30) minute lunch periods, the scheduled lunch period may be up to two (2) hours in length provided that the daily schedule totals nine (9) hours of work time on eight (8) hour days and eight (8) hours of work time on the eight (8) hour day excluding the lunch period. The schedule will include five (5) non-work days in each pay period. Once the schedule has been approved, the length of the lunch period is fixed and must be the same length each work day. A 5-4-9 schedule may not include any combination of half-days or work days of less than eight hours. Work days and lieu days should run consecutively.

Under compressed alternative schedules, the employee's scheduled work day may begin no earlier than 6:00 am and end no later that 6:00 p.m., Monday through Friday.

An employee wishing to continue working eight-hour days, five days a week, may request approval of an alternative eight-hour schedule beginning as early as 6:00 a.m. or as late as 9:00 a.m. daily. If approved, the schedule must include a minimum of thirty (30) minute lunch period and eight (8) scheduled hours of work each day.

**Section 3.** Each employee may request to be placed on an alternative schedule. An employee request for an alternative schedule must be in writing and received by his/her immediate supervisor at least two weeks prior to the proposed effective date. The Employer will respond to the employee's request within one week of receipt of the

request. An employee wishing to change a previously approved schedule must follow this same procedure. Administration of hours of work will be accomplished in a fair, equitable and impartial manner.

**Section 4.** Except in emergencies, the employee will be given two weeks notice prior to the effective date of changes to an approved alternative work schedule (AWS). Failure to give the advance notice will not interfere with management's rights to effect AWS changes when necessary. When it is necessary to change a schedule, the employee will be advised of the reasons for the change.

**Section 5.** The Employer may remove any employee from participation in alternative work schedules because of employee abuse or irresponsibility.

**Section 6.** Nothing in this Agreement may (1) cause reduced productivity, (2) diminish in any way the level of services furnished to the public; or (3) increase the cost of operations. If the Employer determines that any of these situations have resulted from alternative work schedules, the Employer may make schedule changes. The impact and implementation of changes in adjustments in AWS is subject to negotiation.

#### **Section 7.** Flexible Work Schedules

A flexible work schedule is a biweekly work requirement that allows an employee to determine his/her own schedule within the tour of duty limits set by the organization. The types of flexible schedules vary greatly:

- a. Flexitime is a flexible schedule that includes an 8-hour day, 40-hour week, and 80-hour pay period. The employees' arrival and departure times may vary from day to day within a flexible band at the beginning and end of each day. Each day will include set core hours during which all employees scheduled to work that day must be on the job. A lunch period must be taken mid-day, or mid-shift, and be at least 30 minutes long. The lunch period may be as long as 2 hours and may vary in length from day to day, provided the daily schedule totals 8 hours of work time excluding the lunch period.
- b. Flexitour is a fixed schedule that does not vary from day to day. The arrival and departure times are according to a set, written schedule requested by the employee and approved by the supervisor in advance. The schedule includes 10 workdays in each pay period. A lunch period must be scheduled mid-day, or mid-shift, and be at least 30 minutes long.

The scheduled lunch period may be as long as 2 hours, provided the schedule still includes 8 hours of actual work time, excluding the lunch period. Once the schedule is approved, the length of the lunch period is fixed and must be the same length each workday. The pay period will also include 4 non-workdays. This schedule is different from the normal eight-hour schedule because the scheduled arrival and departure times do not have to coincide with the traditional 8-hour schedule and the employee may schedule a lunch period longer than the minimum 30-minute lunch period. This

schedule, subject to supervisory approval, may consist of any combination of 10 workdays in a pay period.

**Section 9.** Each office using a flexible schedule in which arrival and departure times vary daily for employees must be able to certify time for pay purposes. Sign-in/sign-out sheets are recommended by OPM to meet this requirement.

**Section 10.** Flexible-Compressed Schedule (Maxi-Flex) is a schedule with a minimum of 80 hours of work time within each pay period. The arrival and departure time may vary from day to day within a flexible band at the beginning and ending of each day. Each day will contain set core hours when all employees scheduled to work that day must be on the job. A lunch period must be scheduled mid-day, or mid-shift, and be at least 30 minutes long. The scheduled lunch period may be as long as 2 hours and may vary in length from day to day, provided the schedule totals 80 hours of work time in a pay period.

Employees who fail to complete 80 hours of work time in a pay period must use (subject to supervisory approval) either annual leave, sick leave (as appropriate), accrued credit hours, accrued compensatory time, or leave without pay to complete the 80 hour requirement of each pay period.

## Article 18 -- FLEXIBLE WORKPLACE PROGRAMS

Flexible workplace, or telecommuting, refers to paid employment performed away from the office, either at home or at a satellite worksite, for an agreed-upon portion of the workweek. Work at home arrangements are designed to benefit the employee and the organization by meeting employee needs as well as management, organizational, and operational traffic congestion, and energy consumption.

**Section 1.** The temporary work-at-home program provides for a temporary work-at-home situation for a specified period of time to meet a particular need. This program may be used to accommodate employees who are recovering from illness or injury, or to allow for other temporary or occasional work-at-home arrangements.

Examples of Temporary Work-At-Home situations include the following:

- a. Working at home while recovering from illness or injury or for temporary absences (such as pregnancy complications). In situations involving an employee's illness or injury, the employee must provide certification from the employee's physician. The certification must document the employee's illness or injury, specify the expected length of the absence, indicate that the employee is physically able to perform work at home, and identify any work restrictions, if any.
- b. Staying at home to care for an ill or temporarily disabled member of the immediate family. Time can be charged as work time only when the employee is able to devote full attention to performing official duties. Time devoted to family member care must be charged to appropriate leave. Medical documentation concerning the need for the employee to care for family members must also be obtained.
- c. Enabling employees to be taken off workers' compensation, either on a full-time or part-time basis.
- d. Working on individual projects that are conducive to being accomplished in a work atmosphere with fewer interruptions and not requiring excessive additional equipment to be permanently assigned to another work site.

Work can be done on an "as-conditions-permit" basis, and the time an employee does not work must be charged to leave. Work can also be done partly at home and in the office, depending on the employee's individual situation. The main issue is whether there is sufficient productive work that can be done at home to occupy at least part of the employee's regular work schedule while away from the office.

The first level supervisor reviews an employee's request for Temporary Work-at-Home situations and, if approval is recommended, submits the request through the appropriate management channels for concurrence and approval.

**Section 2.** The flexiplace program provides for a continuing work-at-home situation. It provides for working at home for one or more days within a specified time period, or in an office very near home, rather than in the traditional office. Often, computers and

modems are used to transmit data, information, and work products over the telephone. The amount of time spent working at home can vary from as little as one or two days each quarter to nearly full-time.

Potential uses of this program include (but are not limited to):

- a. Reasonable accommodation for employees with disabilities who may experience some difficulties traveling to and from work or working in a particular environment.
- b. Facilitate job sharing.
- c. Shared office space. Two employees work at home half-time and at the office half-time on alternating days.
- d. Dual career situations.

**Section 3.** A flexiplace work agreement covering the terms and conditions of the flexiplace program is required for all participants. The work agreement reflects the willingness of the supervisor and employee to adhere to applicable guidelines and policies.

**Section 4.** Participation in the flexiplace/telecommuting program is not a right. The supervisor is responsible for deciding if the position is one that is appropriate for off-site work and for examining both the content of the work and the performance of the employee. If the supervisor believes the flexiplace arrangement is not working (for example, the employee's performance declines or the participation interferes with organizational needs), he/she has the right to end an employee's participation in the program.

**Section 5.** There are six basic factors to be considered by the employee's supervisor and manager before approving any flexiplace agreement:

- a. **Work Situation.** The primary consideration that must be taken into account is whether the duties performed by the employee in his/her official position can be done at home or in a satellite office in a successful manner. If the work cannot be accomplished away from the main work site, no other factors need be considered.
- b. **Employee Considerations.** To participate in a flexiplace program, the employee's past performance and conduct must demonstrate the level of reliability, independence, responsibility, and trustworthiness necessary for successful performance away from the official workplace and on-site supervision.
- c. **Work Measurement.** There must be a reasonable way for the employee's supervisor to assess the amount of work produced at home to make sure it is comparable to the work produced over a similar time at the main work site. Supervisors may measure employee productivity through review of completed work products, overall work statistics, etc. They may also visit the employee at the home work-site during scheduled work hours, although such visits should be made on an appointment basis. The employee should be able to quantify the work, which may entail keeping a daily journal or checklist.



- d. **Work Site.** The home or satellite office must be reasonably safe and conducive to efficient, productive work by the employee. The employee must be able to work without being distracted or interrupted by undue noise, childcare responsibilities, visits from neighbors, friends, etc. Work-at-home arrangements are not to be used as an alternative to child or other dependent care responsibilities. Childcare arrangements must be provided for.
- e. **Telecommuting Sites.** Use of other office sites for specific days per week may be an appropriate and cost effective flexiplace arrangement.
- f. **Cost Effectiveness.** Any additional government costs for working at home beyond those for working at the official duty station must also be taken into account in deciding if a flexiplace arrangement is beneficial to the government.

**Section 6.** The first-level supervisor reviews an employee's request for a flexiplace arrangement. If approval is recommended, the request is submitted through appropriate channels for approval.

Flexiplace work arrangements are initially approved for no more than 6 months. Upon an evaluation by the first-line supervisor that shows positive reasons for renewal, the arrangement may be renewed for no more than 1 year at a time.

**Section 7.** The minimum time for duty at the home workstation should normally be in full workday increments. The employee should normally be required to report to the official duty station at least one workday per pay period. Management will try to give a 24-hour notice of meetings requiring the employee's presence at the work site, but in an emergency or urgent work requirement, the call back may be immediate during working hours.

Holiday, Sunday, alternative work schedules; etc. rules and pay requirements apply the same as at the office work site.

## **Article 19 -- HEALTH AND SAFETY**

### **Section 1.** General

The Employer agrees to provide a safe and healthful work place in accordance with the Occupational Safety and Health Act of 1970, Executive Order 12196 as implemented by Director's Order-50A, 50B or 50C, and reference manuals associated with each; and all 29(CFR) Code of Federal Regulations pertaining to Occupational Safety and Health in the workplace. Specific health and safety matters may be negotiated by the parties pursuant to Chapter 71 of Title 5 of the U.S. Code.

The parties may establish a safety and health committee. The parties mutually agree to cooperate in common efforts to create and maintain safe and healthy workplace and safe and healthy working habits and conditions to minimize accidents and to prevent lost work time due to illness or injury.

### **Section 2.** Risk Management Program Elements and Work Plans

The Employer agrees to develop an annual (fiscal year) work plan that specifies goals for the enhancement of employer and public safety. The plan will follow the Government Performance Improvement Act (GPRA) guidelines, and will incorporate the Risk Management Program Elements as outlined in the National Park Service Safety and Occupational Health Reference manual, and Director's Order 50B. Management will consider input from the Union. The Union will be provided with a copy of the final plan.

### **Section 3.** Workspace Accommodation

The Employer agrees to provide clean and adequate sanitary facilities and indoor environment conditions. If it is determined that the above conditions are not adequate in any work area, corrective action will be taken to the extent feasible.

Employees in an office workspace will be provided the following:

- a. Ergonomically correct office equipment.
- b. Employee aids such as back supports, hand and wrist braces, special lighting and other aids deemed necessary for an employee to perform the duties of his/her position in a safe and healthful manner provided proper medical documentation is furnished.

### **Section 4.** Health and Safety Codes and Standards

The Employer agrees to comply with applicable safety, health, environmental and related trade codes and standards. Where conflicts arise between codes and standards, the more stringent requirements will be used.

**Section 5.** Employee Provided Information

The Employer shall conspicuously post in the workplace in both East and West Districts, a copy of the OSHA poster, the Occupational Safety and Health Act of 1977, the Executive Order 12196 and a current copy of the Pictured Rocks National Lakeshore documented safety program.

The Employer agrees to provide the necessary information and training conducted by a qualified instructor so that every employee is fully informed, trained and qualified to carry out their assigned work safely.

The employer retains the right to determine the qualifications necessary to provide the required training.

**Section 6.** Hazardous and Harmful Materials

The Employer will maintain up to date records, labeling and inventory of all hazardous materials in the workplace and applicable Material Safety Data Sheets (MSDS) will be made available at all work areas. All affected employees will be informed of any potential exposure to hazardous materials as required by the OSHA Right to Know Regulation.

The Employer agrees to notify the Union of a hazardous substance spill of reportable quantity.

**Section 7.** Personal Protective Equipment

The Employer agrees to provide all personal protective equipment, health equipment and supplies which are necessary according to OSHA standards and/or required by the employer for an employee to perform his/her duties in a safe and healthful manner.

**Section 8.** Job Hazard Analysis (JHA)

The Employer agrees to complete a Job Hazard Analysis (JHA) within a reasonable time as a result of an unsafe and unhealthful report (PIRO 41) as deemed necessary.

At the request of an employee, a job hazard analysis will be made available and be reviewed and discussed jointly by the employee and appropriate management designee.

A copy of all job hazard analyses will be provided to the Union upon request.

**Section 9.** On the Job Injury and Illness

Employees shall report to their supervisor all injuries or occupational illnesses which occur on the job. The Employer shall expeditiously process and forward to OWCP all

documentation required which is within the agency's control when an employee sustains an on-the-job injury or contracts an occupational disease. The employee may furnish copies to his/her doctor, the NFFE Local or other personal representative. The Employer agrees to provide employees with assistance in processing claims under the Federal Employees Compensation Act (FECA).

The Employer will take appropriate action to insure:

- a. The employee has an opportunity to receive treatment in a timely manner from his/her personal physician or emergency situation as appropriate.
- b. The employee is informed of his/her rights under the Federal Employee's Compensation Act.
- c. When documented medical data and/or opinion of a medical practitioner show that the work environment is contributing to an employees' medical problem, the Employer will make every effort possible to place the employee in a suitable environment to protect the employees' health.
- d. Employees will be granted reasonable amounts of official time for preparing CA-1's, CA-2's, and CA-16's.
- e. All employee records are to be maintained in the employee medical file according to appropriate regulations.
  1. An employee shall have access upon request (within 5 working days) to his/her medical file.
  2. All employee records shall be kept confidential and copies will only be released with a written consent of employee.

The Union will be provided copies of the log and summary of all information regarding recorded occupational injuries and illnesses (OSHA 200).

#### **Section 10.** Report of Unsafe and Unhealthful Conditions

All bargaining unit employees are responsible for prompt reporting of observed unsafe conditions. The Union will cooperate in these efforts and encourage its members to work in a safe manner and to obey established safe practices and directives. Any employee who believes that an unsafe or unhealthy working condition exists in any work place has the right to, and is encouraged to make a report of the unsafe and unhealthful working condition to his/her immediate supervisor, higher level supervisor, or Park Safety Officer. The Safety Officer or his/her designee will respond in writing to the employee who submitted the unsafe condition report.

The Employer recognizes the right of the employees to decline to perform an assigned duty because of a reasonable belief that the task poses an imminent risk/danger 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 established in accordance with this part.

- a. Employees who believe that an assignment poses imminent danger shall immediately notify the immediate supervisor, park safety officer, or higher level supervisor, and provide a statement of the circumstances and basis for the belief.
- b. The Employer shall immediately investigate the situation and:
  1. Conclude that no imminent danger exists;
  2. Eliminate the imminent danger; or
  3. Cease the operation

Employees who believe that work is being required under conditions that are unsafe or unhealthy beyond the normal hazards inherent in the operations in question have the right to file a grievance.

An employee or the Union may request an OSHA inspection at any time.

The Employer, upon request by the Union, will provide the safety plan of a contractor if there is a submittal of an unsafe condition report on the work of a contractor on park property.

A Job Hazard Analysis (JHA) will be completed for hazardous functions or involving hazardous equipment. Such JHA's may determine that employees will not be permitted to work alone or beyond the immediate call or observation of other park personnel.

#### **Section 11.** Inspections

The Employer shall conduct at least an annual walk through inspection of all work, living or other areas that affect the working conditions or conditions of employment of bargaining unit employees. The Union's Representative shall be given reasonable notice of the annual inspection.

The Union representative will be allowed time to be present at any safety or health inspection.

The Union has the right to one (1) representative on the housing committee.

Management will furnish a copy of any safety and/or health inspection report to the Union.

#### **Section 12.** Hazard Abatement Procedures

The Employer will, to the extent feasible, eliminate identified safety and health hazards. The Employer will apprise employees of workplace hazards. Following the initial report of an unsafe or unhealthful working condition, Management would follow the procedures outlined in the park safety plan. Whenever such conditions cannot be readily abated, Management shall inform the Union and shall arrange a reasonable timetable for abatement including a schedule of interim steps to protect employees.

The Union will be provided copies of all inspections, reports, (PIRO 41, annual and special regional (CAP).

**Section 13.** Security measures will be in place for employees working alone who handle money.

## **Article 20 -- RADIO SAFETY**

**Section 1.** Both the Employer and Union agree that the park radio operation must be the best possible in order to provide the safest recreational opportunities for the visitor and the safest working environment for the employees.

**Section 2.** The Employer will prepare a map of all park radio black out areas (areas where radios and cell phones will not work) and distribute this to the Union and all employees.

**Section 3.** A copy of the park radio system assessment will be given to the Union.

**Section 4.** Law Enforcement duties in black out areas will be performed in a manner consistent with NPS-9, NPS-57 and applicable provisions of Job Hazard Analysis.

## **Article 21 -- HIRING PRACTICES**

**Section 1.** The Employer agrees to comply with the provisions of applicable laws and regulations governing hiring and employment.

**Section 2.** The Employer agrees to give consideration to full-time permanent employees who request reassignment to permanent part-time.

**Section 3.** The Employer agrees to give consideration to permanent part-time employees who request reassignment to permanent full-time.

**Section 4.** The Employer agrees to comply with the NPS Special Placement Process.

**Section 5.** The Employer agrees to comply with the provisions of applicable policy governing dual career placement.

**Section 6.** The Employer agrees to inform the Union when posting or advertising a position for hire.

Prior to hiring additional employees (temporary or permanent), subject to furlough positions may be considered for additional hours or changed to full time positions.



## Article 22 -- CLASSIFICATION AND POSITION DESCRIPTIONS

### A. POSITION DESCRIPTIONS

**Section 1.** Each employee will be provided a copy of a position description recording the major duties and responsibilities of his/her position. Each employee is entitled to a complete and accurate position description. Any employee who feels that he/she is performing duties outside the scope of the position description or that his/her position is inaccurately described, may request, through the immediate supervisor, that the position description be reviewed. The employee shall make a summary of the inaccuracies and/or additional duties not described. The position is then to be reviewed and the findings discussed with the employee by the employee's immediate supervisor within 30 days of the employee's request for review.

**Section 2.** Employees are encouraged to periodically review their position descriptions for the jobs they occupy and to discuss changes in the primary regular and recurring duties with their first level supervisors.

### B. CLASSIFICATION

**Section 1.** An employee may request, through the immediate supervisor, or directly to the park administrative office, a desk audit of his/her position. The Employer shall respond to this request within 30 days unless the parties mutually agree to extend the response period. If an employee's request is denied, he/she shall be advised of his/her right to request a classification appeal in accordance with this article, and shall be advised of his/her right to union representation.

If the desk audit findings support the need for a new position description, the Employer will submit a revised position description and SF-52 within 30 days from the date the desk audit findings are concluded.

**Section 2.** In the event an employee's position description is submitted for classification to any entity outside the park, the employee will be advised of the submission and provided with a copy of the draft position description.

**Section 3.** Employees are free to appeal the classification of the position to which assigned at anytime without fear of reprisal or prejudice. Wage Grade employees must first appeal to the Director, National Park Service, or the Office or the Secretary of the Interior. They may appeal to the Office of Personnel Management after the National Park Service or the Department has rendered a decision. General Schedule employees may appeal either to the Director, National Park Service, the Office of the Secretary, or the Office of Personnel Management.

A General Schedule employee is limited to only one administrative level of appeal in the Department. General Schedule employees may appeal to the Office of Personnel Management at any time.

**Section 4.** Classification standards and procedural regulations are available via the internet on the Office of Personnel Management web page ([www.opm.gov](http://www.opm.gov)) and are available for review by employees. A personnelist may be available for providing assistance and/or information at the Midwest Regional Office.

**Section 5.** Normally, an employee will be notified whenever his/her position is to be desk audited. Such notification shall include the employee's right to seek the advice of a Union representative prior to the audit. In addition to the audit, the employee may make a written presentation to the classifier concerning the classification of his/her position.

## **Article 23 -- EXEMPT/NON-EXEMPT STATUS**

The employing agency may designate an employee FLSA exempt only when the agency correctly determines that the employee meets one or more of the exemption criteria in part 551 of title 5, Code of Federal Regulations (CFR), and supplemental guidance issued by OPM.

## **Article 24 – TRAINING**

### **Section 1.** Determination

Although it is expected that employees are basically qualified to perform their duties as a prerequisite to employment, the parties recognize the possible need for additional training or retraining, of employees to maintain and improve the competence of the work force. The parties agree to encourage employee self-development.

### **Section 2.** Definition

In accordance with 5 U.S.C. §4101, the parties recognize that training is defined as the process of providing for and making available to an employee, and placing or enrolling the employee in a planned, prepared, and coordinated program, course, curriculum, subject or system, or instruction or education, in scientific, professional, technical, trade, clerical, fiscal, administrative, or other fields which are or will be directly related to the performance by the employee of official duties for the Government, in order to increase the knowledge, proficiency, ability, skill, and qualifications of the employee in the performance of official duties.

### **Section 3.** Administration

The Employer is responsible for administering training programs in a manner which attempts to improve employee efficiency, improve the public service, increase the efficiency and economy of the Government, build and retain a skilled and knowledgeable workforce, encourage use of modern practices and techniques in the conduct of the Government's business, improve an employee's potential for career progression, and assist employees assigned to a new job classification as result of a reduction-in-force, reorganization, or transfer of function. The Union may present concerns relating to the administration of the training program to the Employer.

### **Section 4.** Attendance

Mandatory attendance at training courses may be required in accordance with existing regulations.

### **Section 5.** Scheduling

The Employer will endeavor to schedule training courses, when possible, during duty hours. Time spent in approved training after normal duty hours will be considered for overtime or compensatory time purposes in accordance with 5 U.S.C. §410 551 and applicable Departmental and NPS regulations.

## **Section 6.** Records

In accordance with applicable government wide rules and regulations, the Employer agrees to record training in the employee's official training folder if the training has been officially approved by NPS, and the employee, training facility, and/or immediate supervisor gives documentation to the park administrative office that such training has been completed. This does not relieve the employee of the individual responsibility to keep his/her personnel folder current and complete to fully reflect training and education. The Union agrees to encourage employees to periodically review their personnel folders to assure that training is accurately recorded. At the conclusion of the fiscal year and upon their request, the Union shall be furnished a list of employees who have received training during that fiscal year.

## **Section 7.** Expenses

The Employer agrees to pay for employee training and related expenses when such training is job related, required for more effective performance of duties, is necessary for economical and effective administration of the work of NPS, and has been officially approved by the Employer. Partial or full reimbursement, if approved, shall be in accordance with existing policies and regulations. If an employee fails to complete a non-government course, the Employer may seek to recover all or part of the costs from the employee.

## **Section 8.** Use of Equipment

The Employer agrees to make available to employees enrolled in approved training courses academic aids such as personal computers, desk, calculators, typewriters, etc., if the employees are qualified to operate the equipment. The equipment must be on the premises of the Employer and shall only be made available for use, subject to the Employer's approval.

## **Section 9.** UNION TRAINING

The Employer agrees to grant official time in the amounts stated below to employees who are Union officials for the purpose of attending Union-sponsored training sessions, and other training, provided the training is concerning representational responsibilities and is of mutual benefit to the Union and the Employer, and provided that the Union pays the entire costs of the training. The Union will be authorized 120 hours of official time per fiscal year.

## **Section 10.** Individual Development Plan (IDP):

All employees shall have an Individual Development Plan (IDP) developed between the employee and supervisor. The IDP should include but not be limited to:

### a. Required Mandatory Training

b. Necessary training to adequately perform duties of current position.  
Notice of mandatory training for the upcoming fiscal year will be provided to employees.  
Course times, dates and locations will be provided to employee when available.

As part of the IDP process, the supervisor will provide employee with a list of needed training that he/she feels the employee should attend to perform present duties.

Supervisor will provide Career Planning and Tracking Kit to the employee and provide time necessary to review. Upon request, the Training Manager will assist with questions and concerns.

Information regarding potential funding sources for employee development will be disseminated to all employees as information becomes available. All current training literature will be accessible to employees in the personnel office.

A current listing of Servicewide training opportunities (including TEL courses) will be posted each week on bulletin boards at park headquarters, maintenance complex and Grand Marais Ranger Station.

Upon completion of the IDP, employee may be given time to pursue additional information related to the plan.

Employee will be notified prior to Supervisor/Employee IDP meeting.

IDP will be finalized by November 30 each year and signed copies given to employees at that time.

Time will be allowed for full discussion to develop the IDP. If needed, additional time will be given. Employee will not be limited to a specific number of training requests.

Normally, the meeting between the supervisor and the employee will be held privately. The employee may choose to speak with the next level of supervision as appropriate. The supervisor and employee will discuss the employee's training priorities and career goals. The employee's proposed training needs will be considered.

When requesting training, the employee will provide a copy of a training application to the supervisor. The employee will have the opportunity to discuss with the supervisor the merits of the application and how it will benefit the employee and the Service. The supervisor will fully consider the employees comments and respond in a timely manner. The employee may file a grievance. The final selection and approval for training will be done by the Employer.

The nomination and selection of employees for all training and career-development programs, and the allocation of time, will be made in a fair and impartial manner.

Where appropriate, in-house training will be conducted by a qualified instructor.

The Union and the Employer mutually agree to abide by existing NPS policy addressing the issues of training and hours of work.

## **Article 25 -- MERIT PROMOTION**

**Section 1.** Promotion in the competitive service will be processed in accordance with merit principles, which provides for placement or promotion from among the best qualified candidates available, and the National Park Service Merit Promotion Plan. Selection shall be made without regard to political, religious or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying Physical handicap or age and shall be based solely on job-related criteria.

Management also has the right to fill positions by promotion or by selection from other appropriate sources, such as reemployment priority lists, veterans readjustment eligibles, transfers from other Federal agencies, reassignments, reinstatement of former Federal employees, appointment or conversion of cooperative education students, employment of the handicapped, or competitive appointment from appropriate Office of Personnel Management (OPM) certificates of eligibles. In deciding which source or sources to use, selecting officials have an obligation to determine which would best meet the Service's mission objectives, contribute fresh ideas and viewpoints, and meet affirmative action goals.

### **Section 2.** Competitive Procedures

Competitive procedures apply to all promotions, under Section 335. 102 of the OPM regulations, to competitive positions and all Federal Wage System positions, including both full-time and part-time positions. In addition, competitive procedures apply to the following action:

- a. Temporary promotions which result in over 120 days service in higher graded positions (prior service under all details to higher graded positions and temporary promotions is included whether competitive or noncompetitive during the proceeding 12 months).
- b. Selection for details for more than 120 days service in a higher graded position or to a position with known promotion potential higher than that of the position from which detailed.
- c. Transfer to a higher grade position.
- d. Reinstatement to a permanent or temporary position at a higher grade than the last grade held in a non-temporary position in the competitive service.

### **Section 3.** Competitive Procedures (Exclusions)

The competitive procedures do not apply to:

- a. A promotion resulting from the upgrading of a position without significant change in the duties and responsibilities due to issuance of a new classification standard or the correction of an initial classification error.
- b. A position change permitted by reduction-in-force regulations.



- c. Career promotions excepted from the requirements of the Merit Promotion Plan.
- d. A career ladder promotion following noncompetitive conversion of a cooperative education student in accordance with the requirements of FPM Chapter 308.
- e. A position change from a position having known promotion potential to a position having no higher promotion potential. When this exception is used, the Standard Form 52, "Request for Personnel Action," must be documented to clearly show that the assignment is appropriate. This is done by citing specific documents which reflect the promotion potential of each of the two positions.
- f. A temporary promotion of 120 days or less, provided the employee's total service in higher graded positions for the preceding 12-month period will total no more than 120 days by the end of the temporary promotion. (This includes prior service in details and temporary promotions, whether competitive or noncompetitive procedures were followed.)
- g. Repromotion to a grade or position from which an employee was demoted without personal cause and not at his or her request (acceptance of demotion in lieu of reduction-in-force or relocation in a transfer of function, or demotion due to a classification error is not a demotion at the employee's request for this purpose). Employees are not entitled to repromotion consideration for positions which have more promotion potential than the positions from which they are demoted. In actions involving priority placement consideration eligibles, those entitled to reemployment or repromotion consideration are referred before those entitled to priority consideration for other reasons.
- h. Priority consideration of a candidate when the candidate was not given proper consideration in a competitive promotion action or as may be required as a corrective action under 29 CFR, Part 1613.
- i. Promotion of an employee who, as the result of a procedural, regulatory or program violation, did not receive proper consideration in a previous promotion action which was allowed to stand.
- j. Permanent promotion of an employee detailed to a higher grade position if competitive promotion procedures were followed leading to the detail and the fact that the detail could lead to promotion without further competition was made known to all potential candidates.
- k. Promotion to a higher grade when the reassignment or promotion into the present grade was made through competitive procedures with the higher grade potential identified at that time.
- l. Promotion when an employee was selected at an earlier date from an Office of Personnel Management register or under competitive promotion procedures for an assignment intended to prepare the employee for the position being filled and the intent was recorded and made known to all potential candidates.
- m. Promotion resulting from a position being reclassified to higher grade by operation of the National Park Service Research Grade Evaluation Plan (RGEP). Under the RGEP for Research Scientists and their positions, the grade of a position is based on the "person-in-the-job" concept. Promotions under the Plan are career promotions and are not subject to competitive procedures.

- n. On an individual basis, promotions resulting from the upgrading of an employee's position because of additional duties and responsibilities which do not result in other employees being directly affected (accretion of duties).
- o. Vacancies filled by appointment of 30 percent or more compensably disabled veterans, Veterans Readjustment Appointments, conversions of Federal Junior Fellows, cooperative education students, excepted appointments of the handicapped, or other special employment program appointing authority.
- p. Promotion of employees serving under Veterans Readjustment Appointments, the Federal Junior Fellowship Program, the Cooperative Education Program, and the Handicapped Program.
- q. Reassignments from a less-than-full-time position to a full-time position having no further promotion potential.

**Section 4.** Management recognizes the benefit to promoting from within the bargaining unit whenever appropriate.

- a. Qualification requirements and selective placement factors for positions to be filled through merit promotion shall be job related.
- b. Promotion procedures will apply to selection of candidates by transfer, reinstatement, or promotion to a higher-grade position than previously held or to a position with known promotion potential higher than the promotion potential of a previous position.
- c. Upon request, when investigating a potential grievance, the designated Local Union representative will be provided evaluation scores and evaluation factors or criteria.
- d. For other than entry-level positions and positions filled through the Merit Promotion Plan, Management will provide the Local Union representative, notification of the selectee, position, grade, location, and under what authority the position is filled.
- e. Promotion Factors:
  - (1) Determination of factors, methods and forms to be used in the evaluation, ranking, and selection of candidates shall be in accordance with the Department of Interior Merit Promotion Plan including agreed-upon amendments.
  - (2) A copy of supervisory appraisals and any other promotion recommendations will be given to subject employees.
- f. Selection: The selecting official is entitled to select from among any of the candidates on a promotion certificate. The selecting official may also elect not to fill the position from the promotion certificate.
- g. Nonselected Employee's Rights: An employee's rights for information are as contained in the Interior Department Merit Promotion Plan.
- h. The Union may review relevant documents pertaining to the filling or non-filling of vacancies, and upon request receive copies of documents, subject to the Privacy Act case law as it pertains to sanitizing at the time of the request.

**Section 5.** Vacancy Announcements

All vacancies that are filled through competitive merit promotion procedures are required to be announced. All vacancy announcements will list the KSA's to be used for rating and ranking candidates and will ask applicants to address these in their applications or in supplements to their applications.

Vacancy announcements will contain the following:

- a. Announcement number, issuing office, issuing date, closing date, and area of consideration.
- b. Position title, series, grade, and promotion potential (if any known).
- c. Duty Station.
- d. Statement of equal employment opportunity.
- e. Brief statement of duties.
- f. Qualifications required, including any justifiable selective factors that are mandatory for successful job performance.
- g. Statement regarding the requirement for filing a Statement of Employment and Financial Interest, if applicable.
- h. Statement of requirement of overtime, if applicable.
- i. Statement of requirement of traveling, if applicable.
- j. Statement of requirement of mobility, if applicable.
- k. Privacy Act Information.
- l. How to Apply. This information should include the application materials which should be sent, where to send them, and the telephone number by which contact may be made for information regarding the vacancy.
- m. Method for Evaluating and Ranking Candidates. (List of specific KSA's to be used.)

#### **Section 6.** DETAILS

Employees may be detailed to the same or lower-graded positions for an initial period of 120 days with extensions in 120-day increments up to one year. Details to higher-graded positions which are expected to exceed 120 days must be filled through merit promotion procedures. Details of 30 days or more are to be officially recorded in the employee's OPF. An employee detailed to higher level duties for more than sixty (60) calendar days shall receive a temporary promotion if the Employer determines that there is a continuing need for the performance of the higher level duties and that the employee is fully qualified for promotion to the grade level of the position.

**Section 7.** The Parties are committed to use the Interior Department's Upward Mobility Program and will follow the policies and procedures described in applicable agency directives.

## **Article 26 -- TEMPORARY PROMOTION AND INTERNAL PLACEMENTS**

The Employer agrees that employees assigned to an established higher graded position should be temporarily promoted whenever possible.

To accomplish this, the Employer agrees that when an employee is assigned to an established higher graded position for more than 30 calendar days, an SF52 will be initiated to temporarily promote, with pay, the employee for the remainder of the time necessary for the employee to serve in the established higher graded position, up to a maximum 120 calendar days.

Should an administrative error occur and the SF 52 not be initiated within two (2) pay periods from the date the employee was assigned to the established higher graded position, the matter may be grieved.

## **Article 27 -- PERFORMANCE MANAGEMENT SYSTEM**

### **Section 1. GOVERNING REGULATIONS**

The performance appraisal system of the NPS is governed by Chapter 43 of the Civil Service Reform Act, and DOI 370 DM 430.

Temporary employee performance appraisals will follow the National Park Service's *Performance Appraisal Policy for Temporary Employees* – using *NPS Supplement #1 to DI-3100* and *NPS Supplement #2 to Part E*.

### **Section 2. CRITICAL ELEMENTS**

The employee and the rating official shall meet at least once each year to review/develop employee performance plan for the upcoming rating year. The duties and responsibilities of employees, as described within official position descriptions of record, shall serve as a basis for the development of critical elements. The critical elements shall be in writing and be signed by the employee and the rating official. Normally, this process will be completed within sixty (60) calendar days of the beginning of the rating period or with sixty (60) calendar days upon assumption of a new position or when the employee has a significant change in critical elements. Amendments may be made to the critical elements in this same manner during the rating year on an as-needed basis and should be noted with both the supervisor's and employee's initials. Employees will be rated only on those critical elements that are in effect during the performance appraisal period. Employees must be made aware of the critical elements prior to being rated on that critical element. Employees shall receive copies of their established performance plan, including critical elements and any amendments to the critical elements.

Supervisors and employees are encouraged to work to resolve any disagreement which may exist concerning the development of employee critical elements. However, as the Employer retains the right to assign work, if such disagreements cannot be mutually resolved, the Employer shall make the final critical elements determinations. It should be noted that an employee's signature on the performance plan does not necessarily indicate agreement with the plan, but merely indicates that the plan was communicated to the employee in writing.

### **Section 3. Objectivity of Ratings**

In the interest of providing objectivity to an employee in a performance appraisal, it is recognized that an employee must have been in his/her position and worked under established standards for at least ninety (90) calendar days before being eligible to receive a final performance appraisal.

The provisions of the Departmental Performance Appraisal Handbook shall be applied in determining the performance appraisal for employees who:

- a. Have not worked in the same position or had the same supervisor for a ninety (90) calendar day period;
- b. Have transferred from other agencies/bureaus;
- c. Have been on details or temporary assignments; or
- d. Have undergone long-term training or developmental assignments.

The rating official will assign each critical element a specific numerical value.

Exceptional = 5, Superior = 4, Fully Successful = 3, Minimally Successful = 2, Unsatisfactory = 0.

Expectations for meeting each critical result must be communicated to the employee.

Performance criteria must be in effect for at least ninety (90) days before an employee's performance can be evaluated using those criteria.

#### **Section 4.** Progress Reviews

Upon request, the rating official will privately discuss the employee's job performance during the appraisal period. During progress review(s), if deficiencies in the employee's performance have been identified, ways will be suggested for the employee to improve their performance.

If an employee's performance falls below acceptable levels, the rating official will meet with the employee and discuss how his/her performance can be brought up to an acceptable level. Any discussion between the rating official and the employee regarding actions taken to improve performance will be documented, and a copy of the documentation given to the employee.

#### **Section 5.** Annual Performance Evaluations

The rating official will meet with employees at the end of the rating period to discuss overall employee performance and to discuss performance of individual critical elements. Employees shall be provided copies of the final summary ratings.

An employee may make a brief written response to the rating. Responses should be limited to performance accomplishments during the rating period and performance-related issues the employee feels should be included as part of the rating record. The responses must be signed and dated by the employee and reviewed by the rating official and will be filed with the rating of record. The rating official will acknowledge receipt by initializing and dating the employee response. An attached employee response may be removed at the employee's request. If an employee is rated less than fully successful he/she shall be informed of his/her right to grieve that determination.

## **Section 6.** Reconsideration of Performance Appraisal

When an employee receives a performance appraisal rating with which he/she does not agree, the employee may ask for reconsideration of that appraisal by filing a request for review within fifteen (15) calendar days after receipt of the summary rating. The employee's request for review must be submitted to the Midwest Region Human Resource Office for processing and referral to the appropriate official to review.

The employee's request must contain the reasons for requesting review, including which elements of the rating are in dispute and for what reason(s) and any other specific information which might lend support to the request.

The Employer will provide the employee with a written decision concerning the request within twenty (20) calendar days following receipt of the request.

The reconsideration decision may be grieved through the negotiated grievance procedure.

## **Section 7.** Within-Grade Increases (WGI's)

In order to justify granting a within-grade increase, the employee's most recent performance appraisal must support the conclusion that the employee is performing at an acceptable level of competence (ALOC). If the appraisal does not support that conclusion a written statement must be prepared which contains the reasons for granting/denying the increase. If a negative ALOC determination is made, the employee shall, within fifteen (15) calendar days of the date the employee became eligible for the increase, be advised in writing of the determination. Failure to give the notice shall not entitle an employee to a within-grade increase that would not otherwise be given.

The notice shall include:

- a. The reasons for the negative determination and the areas in which the employee must improve performance in order to receive a within-grade increase. (Note: The employee should be told what he/she needs to do to be at an acceptable level of competence so it is clear what performance is necessary for the within-grade increase to be granted in the future.)
- b. Notice to the employee of his or her right to file a grievance;
- c. Notice to the employee of his/her right to request Union representation.
- d. If a negative determination is reversed by the Employer the date of the increase will be the original effective date.

## **Article 28 – AWARDS**

**Section 1.** The Parties agree that an Incentive Awards Program is a beneficial program through which employee accomplishment may be recognized. The Employer will maintain an Incentive Awards Program consistent with Departmental and OPM regulations. The Employer will act promptly on employee contributions to encourage maximum employee participation and will identify program or operational areas in which superior work results warrant the consideration of an employee for cash awards, commendations and honorary awards.

**Section 2.** In the event the Superintendent establishes a task force to review the park awards policy, the Union may designate a representative.

**Section 3.** Employee Recognition: An award is something bestowed or an action taken to recognize and reward individual or team achievement that contributed to meeting organizational goals or improving the efficiency, effectiveness, and economy of the Park Service operations or is in the public interest. Awards have the effect of motivating employees to increase their productivity and creativity for the benefit of the agency and its customers. Award programs will be equitable in opportunity and there must be fairness and equity in the distribution of awards.

Specific awards may be (but not limited to) monetary, non-monetary, performance bonuses, Quality Step Increases, Time off, On-the-Spot, letters of commendation, productivity improvement, Star awards, etc.

**Section 4.** An appropriate award presentation will be scheduled.

**Section 5.** Upon request by the Union, not more than quarterly, Management will provide a list of all employee awards. This will include type of award, monetary amounts, summary of accomplishment, grade, bargaining unit status, and position title.



## Article 29 -- FURLOUGHS

**Employees hired subject-to-furlough may be furloughed in accordance with the conditions of their appointments without regard to the provisions of this Article.**

**Section 1.** This article sets forth procedures which will be followed if Management determines it necessary to furlough career employees because of lack of work or funds, or other non-disciplinary reasons.

**Section 2.** Management will notify the Union of a proposed furlough 60 days before the employees are notified. Management will advise the Union of the reason for the furlough, the number, names, titles, series and grade of all employees affected, and the measure which Management proposes to take to reduce the adverse impact on employees. The employees will be given specific notice (30-days notice for furlough of less than 30 days, 60 days for furloughs in excess of 30 days).

**Section 3.** The following matters involving furloughs are appropriate matters for negotiations between the Parties, but are not limited to:

- a. The content of furlough notices.
- b. The content of solicitation of volunteers for furlough.
- c. Scheduling of consecutive or nonconsecutive furlough days.
- d. Provisions for keeping the Union informed of furlough developments.
- e. Selection criteria of employees for furlough among a group of qualified employees by seniority.
- f. All procedures and appropriate arrangements to lessen impact of affected employees.

**Section 4.** Management will not schedule the number of workdays per week for the purpose of disqualifying furloughed employees from unemployment compensation.

**Section 5.** Furloughs for more than 30 days

- a. Where furlough involves only a segment of an organization within a commuting area, and the furloughs are for more than 30 days, Management will consider the following:
  1. Detailing or reassigning employees to vacant positions.
  2. Restructuring of positions, including unfilled positions to allow adversely affected employees to fill positions.

**Section 6.** Identification of Furloughed Employees

- a. Furloughs of 30 Days or Less:

- (1) Volunteers: When it has been determined to furlough some, but not all employees in the same competitive level within the bargaining unit, management agrees to first solicit volunteers. If more volunteers are available than furloughed positions, selection will be based on the service computation date starting with the highest Reduction-in-Force (RIF) retention standing. Non-selection of volunteers will be based on legitimate job-related reasons.
- (2) If a sufficient number of volunteers is not available for furloughed positions, selection for furlough beyond the volunteers will be based on service computation date starting with the lowest RIF retention standing.

- b. Furloughs for more than 30 days will be in accordance with 5 CFR 351 and U.S. Office of Personnel Management guidance.

**Section 7.** Recall of Employees from Furlough

- a. Furloughs of 30 Days or Less: When Management recalls employees to duty in the same competitive level within the bargaining unit, it will be in order of service computation date starting with the highest RIF retention standing.
- b. Furloughs for more than 30 days will be in accordance with 5 CFR 351 and U.S. Office of Personnel Management Guidance.

**Section 8.** Scheduling

- a. For furloughs of 30 days or less (short furlough), the total number of days which the employee may be furloughed shall not exceed 30 days (if consecutive) or 22 workdays (non-continuous).
- b. Management may reduce the number of days of the furlough if it finds that fewer days are necessary due to changed circumstances. To increase the number of days, a new notice and identification process is required. The Parties will negotiate as appropriate.

**Section 9.** Leave During Furloughs

For hardship cases, Management will consider deferring a furlough for employees on sick leave.

**Section 10.** Emergency Furloughs

Consistent with 5 CFR 752.404(d)(2), advance written notice to employees with an opportunity to answer are not necessary for furlough with pay due to unforeseeable circumstances, such as equipment breakdown, act of God, or sudden emergencies requiring the immediate curtailment of activities. When Management is made aware of a possible Government shutdown, it will:

- a. Notify the Union and provide copies of any official notices received which advise the agency of a potential furlough.

- b. Provide bargaining unit employees potentially affected by such a furlough written information addressing their rights, benefits and obligations.

## **Article 30 -- REDUCTION IN FORCE**

### **Section 1. Definition**

For purpose of this Article, a reduction in force (RIF) occurs when an employee is released from his/her competitive level by: separation, demotion, furlough for more than thirty (30) days, for reassignment requiring displacement; when lack of work or funds, reorganization, reclassification due to erosion of duties when a RIF will take effect within 180 days, or the need to make a place for a person exercising re-employment or restoration rights, requiring the Employer to release the employee.

### **Section 2. Alternatives**

It is agreed that the Employer will attempt to avoid or minimize the impact of realignments and or RIF's prior to separating employees. Such action may include meeting ceiling limitations through attrition, reassigning affected employees to vacant positions, or terminating appointments of one year or less.

### **Section 3. Notice**

The Employer agrees to inform the Union and affected employees at least sixty (60) days prior to implementation of the RIF, unless the RIF is caused by circumstances not reasonably foreseeable. As soon as specific information is known, the Employer will notify the Union promptly. Information to be furnished shall include the following:

- a. The reason for the reduction in force.
- c. The anticipated numbers, types and grades of positions to be affected.
- d. The proposed effective date.
- e. Any additional information relevant to the RIF (e.g., actions planned to minimize impact).

### **Section 4. Competitive Areas**

Competitive areas will be established in accordance with 5 CFR Part 351.402.

### **Section 5. Assistance**

At the employee's request, the Employer shall provide counseling and placement assistance for employees affected by the RIF.

### **Section 6. RIF Offers**

If the RIF notice to employees is accompanied by an offer it will be accompanied by information explaining the offer and all circumstances under which employees could lose severance benefits, and all related rights.

**Section 7.** Appeals

Adverse actions resulting from RIF's or transfers of function are not grievable or arbitrable under this Agreement.

## **Article 31 – LEAVE**

### **Section 1. General**

Employees will earn sick and annual leave in accordance with applicable statutes and OPM regulation. All leave charges shall be increments of one-quarter hour and documented on OPM FORM 71 (formerly SF-71), Request for Leave or Approved Absence.

Leave provisions not listed in this article shall be administered in accordance with the Midwest Regional Leave policy and other government-wide regulations.

### **Section 2. Annual Leave**

It is agreed that the use of annual leave is a right but can be taken only with the approval of the supervisor.

Employees may request leave for any duration, for any time and in any pattern they desire. Approval or disapproval will be dependent on staffing and/or work load requirements. No arbitrary or capricious restraints will be established to restrict when leave may be requested. To permit appropriate scheduling in consideration of overall staffing needs, employees may request approval of annual leave of one week or more in January of each calendar year.

An employee whose personal religious beliefs require abstention from work for limited periods of time will be granted annual leave, or credit hours, compensatory time, (LWOP) upon request for such periods, unless the presence of the employee is necessary for efficient operation of the workplace. The employee may elect instead to engage in overtime work for time lost for meeting those religious requirements. Such overtime is not paid at overtime rates. With Management's approval, any employee who so requests such overtime work may be granted compensatory time off from his/her scheduled tour of duty for such religious reasons, in accordance with OPM regulations.

Except in emergencies, employees are required to obtain advance approval of annual leave from their immediate supervisor. Employees are encouraged to request leave as far in advance as possible to assist the Employer in scheduling leave in accordance with workload needs. Employee requests for annual leave shall be given consideration in the establishment of leave schedules by the Employer, and shall normally be approved so long as the Employer determines that the time off requested is compatible with workload requirements.

If an unanticipated problem occurs for which leave cannot be requested and approved in advance, the employee will attempt to contact the supervisor, or designee, within two hours of the beginning of the scheduled workday to request leave approval. The

Employer will consider, on a case-by-case basis, any mitigating circumstances which would preclude an employee from meeting the two-hour time frame.

If conflicts arise between employee's annual leave requests; they shall be resolved with a meeting of Supervisor and employee with the right of Union representation, if requested by the employee.

The Agency recognizes the needs of employees to plan vacation and personal time off. Therefore, the Agency normally will not cancel leave that has been approved well in advance.

The Supervisor will notify the employee of the disposition of his/her request within a reasonable period of time.

### **Section 3.** Advanced Annual Leave

Annual leave may be advanced in accordance with governing leave regulations. The Employer will use the same criteria for approving or denying advance annual leave as is employed approving regular annual leave except that advances may not be made in excess of the amount the employee may reasonably be expected to earn in the current leave year.

### **Section 4.** Emergency Leave

All annual leave is required to be approved in advance. However, it is recognized that unforeseen circumstances may require the use of emergency leave. When emergency leave is required, the employees will personally request the leave from the appropriate management officials or designated alternate (as identified in writing by their supervisor), in that order, as close to the beginning of the shift as possible, but not later than two (2) hours after the start of their work shift on the first day of each approved absence. Consideration will be given to an Employee if the nature of the emergency is so severe that it precludes such personal notification. In such cases, another person may make the notification. The supervisor or next higher level of supervision may grant approval or disapproval.

### **Section 5.** Bereavement

In the event of a death in the immediate family (an individual related by blood, or affinity whose close association with the employee is the equivalent of a family relationship) of any employee, the employee may request, and the employer approve up to five (5) successive workdays of sick leave. Consideration will be given to extending the leave period beyond five days, if requested by the employee.

### **Section 6.** Sick Leave

Employees shall accrue sick leave in accordance with applicable laws and regulations. Sick leave shall be administered in accordance with these same statutes. Sick leave is an employee's earned benefit and may be granted to the employee for appropriate absences.

- a. It is the responsibility of an employee who is incapacitated for duty, or his/her designee, to notify his/her supervisor, within two (2) hours of beginning of shift.
- b. An employee who expects to be absent more than one day will inform the supervisor of his/her expected date of return to duty and notify the supervisor of any change.

**Section 7.** Documentation for Sick Leave

It is agreed and understood that the illness of the employee is a private matter between the patient and his/her doctor. However, the Employer may request that the employee provide information regarding the nature of the illness so that the Employer can make an appropriate determination regarding the use of sick leave.

Employees requesting annual leave, leave without pay, or sick leave for periods of illness of more than three consecutive days, must complete OPM Form 71 (formerly SF-71) and furnish satisfactory evidence of their need for sick leave upon return to duty.

In lieu of certification of the OPM Form 71, an employee may justify his/her request for sick leave;

- a. By medical certification from his/her personal physician or health care professional, or
- b. By his/her own written statement in instances where the illness was not treated by a physician. The statement will indicate why a physician was not seen such as: remoteness of area, nature of illness, or other specific reasons.

**Section 8.** Advanced Sick Leave

When an employee is ill over extended periods of time for which he has not accrued sick leave, advanced sick leave may be granted for not more than 30 days, or in the case of a temporary limited position, no more than the amount which may be accrued during the remainder of the employee's appointment. Any request for advance sick leave must be submitted in writing to the Superintendent, Pictured Rocks National Lakeshore through the employee's supervisor. An OPM Form 71, "Request for Leave or Approved Absence," must also accompany each request for advance leave. The request must be supported by medical documentation giving evidence of serious ailment or illness and, if possible, the approximate date of return to work. Sick leave will not be advanced when an employee has filed for disability retirement or when there is evidence that a return to duty is not contemplated.

**Section 9.** Abuse of sick leave



If the supervisor believes there is sufficient evidence to indicate that there may be abuse of sick leave by an employee, the supervisor may elect to counsel the employee. However, if continued abuse is suspected, the supervisor will advise the Employee that a completed medical certificate will be required for any absence for which sick leave is requested, regardless of duration. Such notification must be in writing and will be reviewed within 90 days. In considering such action, the employer will examine other factors involved including gravity and frequency of the offense, the existence of mitigating circumstances and the employee's prior record. If the requirement to be continued beyond 90 days, written notification concerning the results of the review will be furnished to the employee by the supervisor within ten (10) workdays from the review. In the event that the review and/or written notification is not accomplished, as required above, the requirements for medical notification are automatically terminated.

Notice of restriction removal will be given to the Union.

#### **Section 10.** Leave Transfer Program

The Voluntary Leave Transfer Program is designed to provide the transfer of annual leave for medical or family emergencies or other hardship situations to other federal employees. All applicable laws and regulations governing such leave will be incorporated into this agreement.

#### **Section 11.** Family and Medical Leave

Under the Family and Medical Leave Act of 1993 (FMLA), employees are entitled to a total of 12 administrative workweeks of unpaid leave (leave without pay) during any 12-month period for:

1. The birth of a son or daughter and care of the newborn;
2. The placement of a son or daughter with an employee for adoption or foster care;
3. The care of an employee's spouse, son, daughter, or parent with a serious health condition; and
4. An employee's own serious health condition that makes an employee unable to perform the duties of the employee's position.

Upon return from the FMLA leave, employees must be returned to the same or equivalent position. While on FMLA leave, employees are entitled to maintain health benefits coverage. If employees are on leave without pay under the FMLA, they are responsible for paying their share of the health benefits premium. Employees may choose to substitute annual leave for unpaid leave under the FMLA. Employees may also substitute sick leave in those situations in which the use of sick leave is permitted.

By reference the provisions of the Family Medical Leave Act and the policies of its implementing regulations are incorporated in this Agreement.

#### **Section 12.** Military Leave

Military Leave is accrued at the rate of 15 calendar days per fiscal year. (However, a maximum of 15 calendar days of unused military leave may be carried over from one year to the next, allowing a maximum of 30 days to be used in any fiscal year). Each application for leave shall include a copy of the military orders. Upon return to work, the employee must provide copies of the orders, certified as to correctness by an appropriate military officer, showing the days on which the individual was on active duty.

Leave for military reasons will be granted as specified in appropriate regulations.

### **Section 13.** Leave Without Pay

Employees who do not have leave to their credit and wish to take leave for emergencies or other necessities may be granted leave without pay upon request and approval of supervisor. Employees may also be granted leave without pay on request if they have leave to their credit, but for valid reasons choose not to take it. Leave without pay may also be granted on an extended basis for educational purposes.

Employee representatives elected or appointed to a Union office may apply for periods of leave without pay to accept temporary Union positions. The Employer agrees to make every reasonable attempt to grant such leave, subject to mission or workload considerations, initially not to exceed a period of two (2) years. Renewals for extension of the initial grant will not exceed two-year increments, and will in no case cause a total absence beyond four (4) years.

### **Section 14.** Administrative Leave or Excused Absences

Administrative leave may be granted to employees for participation in activities in accordance with OPM guidance.

Administrative leave may also be granted when the activity shuts down due to circumstances beyond Management's control for short periods of time. Instances involving snowstorms, extreme weather conditions, excessive heat, lack of heat or electricity, breakdown of equipment and similar events may be covered by this type of administrative leave.

An individual employee may be excused from duty for brief periods by their supervisor. Some of the more common situations in which an employee may be given an excused absence are:

1. After obtaining treatment for an injury sustained in the performance of duty, the employee may be excused by the employer for the balance of the day on which the injury occurred if circumstances warrant.
2. Up to four (4) hours for periods in incapacitation as a result of donating blood, or in emergencies, to individuals, provided that the employee does not receive pay for the blood, or the donation could not be made before or after work hours.

3. An employee who desires to vote or register in an election or in a referendum in accordance with applicable regulations.

**Section 15.** Court Leave

Employees who are called for jury duty may be granted annual leave. Employees who serve on a jury during an excused absence shall submit any jury duty pay received to the National Park Service. The employee may retain payment received for expenses. Management may, if jury duty will substantially interfere with the program of work, petition the court to excuse the employee.

**Section 16.** Holiday Leave

In areas where seven (7) days a week staffing is necessary, scheduling of use of holiday leave shall be fair and equitable and procedures used are a matter for local negotiations.

## **Article 32 -- CONTRACTING OUT**

**Section 1.** The Union acknowledges that it is a reserved Management right to make determinations with respect to contracting out. The Employer retains the right to make determinations with respect to contracting-out as provided in 5 U.S.C. 7106.

Management agrees to consult openly and fully with the Union regarding any commercial activity review of a function within the bargaining unit. Management agrees to comply with the provisions of Federal Acquisition Regulations 48 CFR Section 7.3 et seq., OMB Circular A-76 as amended, this agreement and other applicable laws, rules, and regulations concerning contracting-out.

The Employer agrees to take all possible actions to minimize the impact on employees when a function is contracted out. Affected employees will be reassigned and/or retrained to maximum extent possible.

When cost-comparison studies involve discussion with employees, the Local Union will be given an opportunity to be present.

The Union has the right to grieve contracting-out determinations in accordance with current case law at the time the determination is made.

The Employer agrees to provide any and all updates on the OMB Circular A-76 as amended, regarding contracting-out and the FAIR Act on a service-wide, region-wide and park-wide (PIRO) level, as it becomes available.

**Section 2.** Upon request for information regarding a specific contracted project, a specification package as awarded will be provided to the union.

## **Article 33 -- MID-TERM CONTRACT NEGOTIATIONS**

**Section 1.** The parties recognize that mid-term contract negotiations may be needed. If this occurs, either party may request negotiations as appropriate.

The Employer will furnish written proposals delineating proposed changes affecting conditions of employment to the Union. The Union has up to thirty (30) days after receipt of the proposal to request mid-term negotiations by submitting to Management a written response containing the Union's counter proposal to the proposed change, or proposed ground rules for negotiations.

Using the same procedures and time frames, the Union will submit written Union initiatives to the Employer.

When data is requested from the Employer, the time limit will be automatically suspended until the data is received. The Parties agree that data requested will be prudent and necessary to respond to the proposal.

**Section 2.** Negotiations will be conducted at the written request of either party. The written request shall state the specific subject to be negotiated and the person or persons who will represent the requesting party. Within ten (10) calendar days after receipt of the request the parties will meet to develop the ground rules which will govern negotiations. The number of negotiators for the parties may vary, depending on the number and complexities of the issues being discussed; however, the parties recognize the right of each party to have equal representation at negotiations. Union negotiators will receive a reasonable amount of official time to prepare contract proposals.

**Section 3.** Unit employees, serving as members of the Union negotiating team, will be on official duty time during negotiations if they are otherwise in duty status. No employee may be paid overtime for participating in negotiations.

**Section 4.** This agreement is subject to reopening only as follows:

Amendments may be required because of changes made in applicable laws, executive orders, or regulations issued by appropriate authorities after the effective date of this agreement. The parties will meet for the purpose of negotiating language that will meet the requirements of such laws, executive orders, or regulations. Amendments agreed to will become effective following the review and date of approval by the Department of the Interior. It is agreed to schedule the first meeting for negotiating the amendments within a reasonable time after receipt of the notification of the desire to amend the agreement. No changes shall be considered other than those directly related to the subject of the requested amendments.

**Section 5.** Disputes and Impasses

- a. Disputes: If the Employer believes a written Union proposal is non-negotiable, the Employer will raise the issue of negotiability in a timely fashion at the early stages of the negotiation process so that attempts can be made to cure any negotiability problems. The Union will be provided on request with a written statement of the rationale for a claim of non-negotiability. The Union may submit a negotiability appeal to the FLRA in accordance with applicable regulations.
- b. Impasses: In the event of an impasse at any level, either Party may invoke mediation and, if unsuccessful, the mediator will release the Parties to the Federal Services Impasses Panel (FSIP) to consider the matter, or by mutual agreement, may refer the matter to binding arbitration.

**Section 6.** Past Practices

Privileges of employees which by custom, tradition, and known past practice have become an integral part of working conditions shall remain in effect.

## **Article 34 – WORKERS' COMPENSATION**

**Section 1.** Employees will report all injuries received on the job as soon as possible to their supervisor.

The Employer agrees to assist the Employee in filing the appropriate forms and documentation regarding the injury or illness. Such assistance will include an explanation of the benefits and options available to the Employee under the Federal Employee Compensation Act. Such assistance will be provided in a timely manner to allow for prompt submission of claims.

Information maintained by the Employer relating to the Employee's claim may be reviewed by the Employee and a copy provided if requested.

**Section 2.** Records and discussions will be held confidential in accordance with the Privacy Act. Only those personnel with a "need to know" will be allowed access to OWCP information.

## **Article 35 -- ENVIRONMENTAL DIFFERENTIAL AND HAZARDOUS DUTY PAY**

**Section 1.** It shall be the policy of the Employer to eliminate or reduce to the lowest level possible, all hazards, physicals, hardships and working conditions of an unusually severe nature. When such actions do not overcome the unusually severe nature of the hazard, physical hardship, or working condition, an environmental or hazardous duty pay may be warranted. However, the existence of environmental or hazardous duty pay is not intended to condone work practices which circumvent Federal Safety laws, rules, and regulations.

**Section 2.** An environmental differential shall be paid to PIRO employees in accordance with 5 CFR 532.511, and Pt. 532, Subpart E., App. A. Hazardous duty pay shall be paid to GS employees in accordance with 5 CFR 550.904, Subpart I. Hazard pay differentials are established in Appendix A of 5 CFR part 550, Subpart I. (as provided by 5 CFR 550.903(a). Prevailing rate (wage) employees may be eligible to receive environmental differential pay under the separate provisions of 5USC 5343(c).

**Section 3.** Employees shall be notified when assigned work indicates environmental pay or hazard pay differential. However, if at any time during the job assignment the employee believes that such pay is warranted, he/she may bring the matter to the attention of his/her supervisor and safety officer. Hazardous duty pay may be paid only to employees who are assigned hazardous duties or duties involving physical hardships for which a differential is authorized. It may not be paid to an employee who undertakes to perform a hazardous duty on his/her own, without the proper authorization either expressed or implied.

**Section 4.** When the Union determines that a local work situation warrants coverage under payable categories of 5 CFR 550.904, the Employer will be notified, in writing, of the work situation and nature of the exposure so as to show clearly that the hazard, physical hardship, or working conditions which result from that exposure, is of an unusual nature and is not practically eliminated by safety procedures and devices required by the PIRO Safety and /or Industrial Hygiene Programs. Within a reasonable amount of time from the receipt of the Union's position, the parties will meet for the purpose of consulting on the issue. If the Employer's decision on the matter is not acceptable to the Union, the Union retains the right to grieve the final decision from Management.

**Section 5.** When the Employer determines that a local work situation within the Unit, which is presently receiving hazard/environmental differential pay, is such that it should be excluded from coverage under 5 USC 5343(c) and 5 CFR 550.904, the Employer will notify the union of the work situation and the justification for exclusion from coverage.



**Section 6.** When a work situation has been negotiated (including the use of third party settlement procedures), the affected Employees will be entitled to retroactive pay to the date the work situation is brought to the Employer's attention.

### **Article 36 -- RETIREMENT**

The Employer agrees to offer retirement counseling to employees retiring from the workforce. Any employee who is within ten (10) years of retirement eligibility will be offered an opportunity to participate in pre-retirement training.

## **Article 37 -- VOLUNTARY WITHHOLDING OF UNION DUES**

**Section 1.** Any employee officially assigned to the Unit who is a member in good standing of the Union, may authorize an allotment for the payment of dues for such membership provided:

- a. The Employee is employed in the organizational unit for which exclusive recognition has been granted.
- b. The Employee has voluntarily completed a request (SF 1187) for such allotment of pay.
- c. The Employee regularly receives pay on the regularly scheduled payday which is sufficient, after all other legal deductions, to cover the full amount of the allotment.

**Section 2.** The Union is responsible for procuring the prescribed allotment form (SF 1187), distributing the form to its members, certifying as to the amount of its dues, and informing and educating its members on the program for allotments for payment of dues, and the use and availability of the SF 1187.

**Section 3.** An allotment may be submitted to the appropriate payroll Section at any time. Allotments received in the appropriate payroll section will be effective at the start of the first full pay period following receipt of the SF 1187.

**Section 4.** An allotment shall be terminated when the Employee leaves the Unit as a result of any type of separation, transfer, or other personnel action; upon loss of exclusive recognition by the Union; when the Agreement providing for dues withholding is suspended or terminated by an appropriate authority outside Department of Interior; or when the Employee has been suspended or expelled from the Union.

**Section 5.** The Union will promptly notify the Park Administrative Officer when an Employee with a current authorization ceases to be a member of the Union in good standing.

**Section 6.** An Employee may revoke a dues allotment, in writing (SF 1188 or other written notification) at any time. However, the dues revocation will become effective at the beginning of the first full pay period after revocation has been received in appropriate payroll section on or after the first anniversary date except that:

An employee who authorized dues withholding less than twelve (12) calendar months prior to anniversary date may have dues revocation effected no sooner than the beginning of the first full pay period that begins on or after the first anniversary date of his/her dues withholding authorization (SF 1187) provided revocation has been received in the appropriate payroll section prior to that date. The Employer agrees to furnish a copy of the (SF 1188) when processed.

**Section 7.** Management will notify the Union of the revocation of an allotment by an employee by forwarding a copy of the revocation notification to the Union within three (3) workdays from receipt of the revocation.

**Section 8.** Allotted dues will be withheld on a bi-weekly basis. The amount to be withheld shall be the amount of the regular dues of the member, exclusive of initiation fees, assessments, back dues, fines, and similar charges and fees. If the amount of regular dues is changed by the Local, Management will be notified in writing by the President of the Local of the rate and effective date of the amended dues structure. The amended amount will be withheld effective with the next full pay period, unless a later date is specified by the Local. New authorization forms are not required. Only one (1) such change may be made in any period of twelve (12) consecutive months.

**Section 9.** The appropriate payroll section will send to the appropriate NFFE official(s) the remittance of dues withheld after each payroll period for which deductions are made and a listing of names, amounts withheld, and identification of the individuals dropped. NFFE Local 2192 may request a copy of the submission from the appropriate payroll section.

## **Article 38 – SENIORITY**

**Section 1.** Seniority is determined by the employees' service computation dates which shall be computed in accordance with applicable law regulations.

**Section 2.** The Employer will, upon request, provide the Union with a list of bargaining unit employees which includes their service computation dates.

## **Article 39 -- DISCIPLINARY AND ADVERSE ACTIONS**

Management and the Union agree it is important that the supervisor/employee relationship encourage early recognition and resolution of potential performance or conduct situations that could lead to disciplinary action.

### **Section 1.** Basis

Disciplinary action, when considered necessary, must (1) be based on just cause, (2) be consistent with laws and regulations governing such actions, and (3) be fair and consistent. Disciplinary action will be taken in a timely manner and only to promote the efficiency of the service. The Employer agrees that discipline will be administered as a corrective rather than a punitive measure. Actions will be taken without regard to race, color, age, religion, sex, national origin, or any other non-merit factor. Nothing in this Article will be construed so as to prevent a resolution of a grievance at any time.

### **Section 2.** Disciplinary actions

Disciplinary action includes reprimand and suspension of fourteen (14) calendar days or less. Adverse actions as defined in 5 CFR 752 include suspensions of more than 14 days, removal, furlough of thirty (30) days or less, and reductions in grade or pay. Letters of warning and oral admonishments are not considered formal disciplinary actions.

- a. Oral Admonishment. An oral admonishment is a discussion between the Employer and an employee for the purpose of producing a desired change in the employee's conduct. It is the least severe of the disciplinary actions, having no procedural requirements, no prescribed format, and a high degree of flexibility. Oral admonishment shall be in private. The Employer shall bring the desired behavior to the employee's attention, explain to the employee what is expected of him/her and give him/her the opportunity to improve.
- b. Written Warning. A written warning is a memorandum to an employee that a change in conduct must take place or more severe disciplinary action may follow. It should cover the same points as an oral admonishment and specifically summarize the incident(s) that caused the warning to be issued. Letters of warning will not be placed in the employee's Official Personnel Folder (OPF).
- c. Reprimand. A letter of reprimand is a disciplinary action which is temporarily placed in the employee's Official Personnel Folder.
  1. A reprimand is issued in writing and cites the specific reasons for its issuance. It must advise the employee of his/her right to grieve the letter of reprimand under the provisions of the Negotiated Grievance Procedure.
  2. It is used for significant misconduct and repeated lesser infractions and to motivate improved conduct.

- d. Suspension places the employee involuntarily in a non-pay non-duty status for a specific number of calendar days.
- e. Reduction in grade and/or pay. A reduction in grade or pay may be disciplinary or non-disciplinary. Where appropriate consideration may be given to reduction in grade and/or pay in lieu of removal.
- f. Removal is the most severe disciplinary action. As a disciplinary action, it is the involuntary separation of an employee from the Federal service.

### **Section 3.** Determining Discipline

All disciplinary measures shall be effected in a prompt, fair and equitable manner, and with the employees' rights fully protected. In deciding what, if any, penalty is appropriate, the Employer shall consider the twelve (12) Douglas factors.

**Section 4.** Prior to issuing a proposed notice of disciplinary action, the official issuing the notice, or his/her designee, will conduct a preliminary investigation to obtain pertinent facts relating to the circumstances generating the disciplinary action. If necessary in developing the facts, the investigation will include a discussion with the affected employee. The employee who is the subject of the investigation is entitled, upon request, to Union representation at investigative meetings where the employee is present and which are conducted by the Employer.

### **Section 5.** Notice

Employees issued a notice of proposed disciplinary action will be advised in the notice of their rights regarding the proposed action. The employee and his/her representative if any, including a Union representative, will be given the opportunity to review the material used to support the charges. A reasonable amount of duty time will be granted the employee and/or the representative, if a Unit employee, to prepare an answer to the proposal. Time limits for the employee's response may be extended upon the employee's written request citing the reasons for requesting an extension. Every effort will be made to approve reasonable requests for extension.

### **Section 6.** Employee Rights.

The following rights apply to the types of discipline specified in Section 2 above:

- a. Suspension of 14 days or less:
  - 1. An advance written notice stating the specific reasons for the proposed suspension;
  - 2. At least five (5) workdays to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer;
  - 3. Representation by a Union representative, an attorney, or other representative;
  - 4. A written decision and the specific reasons therefore, at the earliest practicable date;

5. To grieve the decision, if adverse, through the negotiated grievance procedure contained in this Agreement. The written decision shall advise the employee of this right. The effective date of the suspension will not be earlier than five (5) workdays after receipt of the decision by the employee.
- b. Removal, Suspension for more than 14 days, Furlough Without Pay for 30 days or less, or Reduction in Pay or Grade (Adverse Actions):
1. At least thirty (30) day advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action;
  2. At least five (5) workdays to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer;
  3. Representation by a Union representative, an attorney, or other representative;
  4. A written decision and the specific reasons therefore, at the earliest practicable date;
  5. The effective date of the decision will be after receipt of the decision by the employee;
  6. To appeal the decision, if adverse, under either the negotiated grievance procedure or to the appropriate office of the Merit System Protection Board (MSPB) but not both. The written decision shall advise the employee of this right and of the appropriate MSPB office as well as the name and duty phone of the Local Union President.

**Section 7.** Copies of all correspondence addressed to the employee relating to the proposed action will be furnished to NFFE Local 2192.

**Section 8.** Action by the Deciding Official

- a. The deciding official is the individual who makes the final decision to issue a letter of reprimand, suspension, removal, or other disciplinary action as defined in Section 2. Normally, the deciding official shall be at a higher level in the activity than the proposing official.
- b. After carefully considering the evidence and the employee's response and any mitigating factors, the deciding official shall take the appropriate action.

**Section 9.** Alternative Discipline

Once an employee receives a proposed notice of disciplinary action ( less than removal) the Employer may offer the employee alternative discipline in the form of a Positive Action Contract (PAC) which would serve to document an employee's commitment to modify his/her behavior. The PAC will contain:

- a. A description of the misconduct;
- b. An acknowledgement of the misconduct by the employee;



- c. Identification of the traditional disciplinary action that would normally be taken for the misconduct involved;
- d. An opportunity period during which the proposed action is held in abeyance. A repeated offense during this period will result in implementing the pending disciplinary action;
- e. A waiver by the employee of the complaint, grievance or appeal rights as a condition of the postponement of the disciplinary action for this instance of misconduct only;
- f. An explanation of the disposition of the pending disciplinary action at the conclusion of the opportunity period;
- g. Acknowledgement that the PAC will be kept to support future disciplinary actions;
- h. Notification of consequences of a second offense;
- i. A statement that the PAC is voluntarily entered into by the employee;
- j. Signatures of the employee and the supervisor.

The option to enter into an alternative discipline agreement is voluntary on the part of the employee. When offered an Alternative Discipline agreement, the employee will be informed in writing that he/she may discuss the Alternative Discipline agreement with a Union representative before signing.

**Section 10.** Probationary Employees.

- a. The Parties recognize that the probationary period is an extension of the examining process.
- b. Employees will have an opportunity to demonstrate their performance and conduct for continued employment to the fullest extent possible during their probationary period. If a decision is made to terminate an employee during the probationary period, a written notice will be issued to the employee containing the reasons for the action and its effective date. The reasons will include any agency conclusions on performance and/or conduct deficiencies.
- c. Should a probationary employee receive a disciplinary action, except for termination, he/she has the right to grieve the decision.

**Section 11.** Copies of all disciplinary memoranda (not otherwise prohibited by law or regulation) will be provided the employee.

Employee records maintained by immediate supervisors will be adequately secured to prevent inappropriate disclosure. Negative information used as a basis for disciplinary/adverse actions will be disclosed to the employee prior to the action being taken.

## **Article 40 -- EMPLOYEE ASSISTANCE PROGRAM**

### **Section 1.** Policy

The parties recognize that alcohol, drug abuse, or serious emotional problems of an employee and/or member of his or her immediate family can interfere with an employee's job performance. Employees with these illnesses/problems shall receive the same careful consideration and offer of assistance that is presently extended to employees having other illnesses or health problems. To assist such employees, the employer shall continue to administer an employee assistance program.

### **Section 2.** Employee Participation/Confidentiality

Employee participation in the program shall be voluntary. The confidential nature of referrals of employees to the program or employee participation in the program shall be maintained. All records and discussions will be handled in a confidential manner, as are other medical records, and will not become part of the employee's Official Personnel Folder.

### **Section 3.** Program Requirements/Procedures

The Employer recognizes alcoholism, drug abuse, and emotional problems as treatable health problems. Such problems can frequently be resolved with proper treatment so that workers can return to high levels of productivity.

Any employee who claims that his/her job performance or conduct is being adversely affected by alcohol, drug abuse, or serious emotional problems either of his/her own or of a family member will be referred to the program.

When the Employer counsels an employee regarding performance or conduct problems and the employee claims that the performance/conduct is a result of alcohol, drug abuse, or serious emotional problems, the employee shall be referred to the available counseling services. The employee shall be advised that the deficiencies are expected to improve, whether or not the employee seeks counseling services.

The Employer shall not attempt to diagnose the employee's problem(s) other than to refer the employee to the Assistance Program. Management has an official interest in employees' private lives only to the extent that they impact on job performance. Therefore, if an employee's performance is unacceptable and a substance abuse problem appears to be a contributing factor the employee will be advised to seek professional assistance. Management will not attempt to explore underlying causes.

Employee participation in an employee assistance program is voluntary. The Employer shall consider the employee's progress in the program before any disciplinary action is taken. The Employer shall not be precluded from initiating action based on job

performance or conduct if the Employer determines that there has been inadequate improvement in the performance or conduct.

No employee claiming that his/her job performance is being adversely affected by alcohol, drug abuse, or serious emotional problems, as determined by a professional practitioner in the appropriate medical discipline, shall be terminated without first being referred to the assistance program. Participation in rehabilitative programs shall be considered as a factor by the Employer in determining whether/what types of action may be warranted.

In the event that a disciplinary or adverse action is proposed, the affected employee shall be entitled to Union representation in accordance with this Agreement.

No employee will have his or her job security or promotion opportunities jeopardized solely by his or her request for counseling or referral assistance, except as limited by law or regulation.

Employees who decide to undergo a program of treatment prescribed by a competent medical authority which will require absence from work shall normally be granted sick leave for this purpose. Such leave requests shall be considered in accordance with applicable policies, regulations, and procedures, and each case will be considered on its own merits.

#### **Section 4.** Training

The Employer shall advise the Union and provide a Union representative an opportunity to attend training sessions for park employees related to the program.

## **Article 41 -- GRIEVANCE PROCEDURE AND ALTERNATIVE DISPUTE RESOLUTION**

**Section 1.** The purpose of this agreement is to provide a procedure for the consideration and resolution of grievances. The procedure as stated herein will be the exclusive procedure available to the Union, the Employer and employees in the union for resolving grievances. The parties agree the Department of the Interior's alternative dispute resolution process, Conflict Resolution (CORE), may serve as an early intervention alternative to the traditional dispute process. The purpose of the CORE program is to provide a fair, equitable and effective means for resolving workplace disputes at the earliest opportunity, at the lowest organizational level, and to the mutual satisfaction of all parties.

**Section 2.** A grievance may be undertaken by the Union, Employer, an employee or group of employees. Only the Union or representatives approved by the Union may represent employees in such grievances. However, any employee or group of employees may personally present a grievance and have it adjudicated without representation by the Union, provided that the Union is given the opportunity to be present at all discussions related to the grievance between the grievant(s) and the Employer and be provided with copies of all correspondence/data relating to the grievance and provided to the employee. In exercising their rights to present a grievance, employees and Union representatives will be free from restraint, coercion, discrimination or reprisal.

**Section 3.** A grievance is defined as a complaint:

- a. By any employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of any employee; or
- c. By an employee, Union, or the Employer concerning:
  1. The effect or interpretation of a claim of breach of the Agreement, or
  2. Any claimed violation, misrepresentation, or misapplication of any law, rule, or regulation affecting conditions of employment.

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

- a. Any claimed violation related to a prohibited political activities;
- b. Retirement, life insurance or health insurance;
- c. Suspension or removal for national security reasons under Section 7532 of the Statute;
- d. Any examination, certification or appointment;
- e. The classification of any position which does not result in the reduction in grade or pay of an employee;

- f. Termination of an employee during the probationary period;
- g. Non-selection for promotion from a group of properly ranked and certified candidates;
- h. Any proposed actions under 5 U.S.C. §752 or 432 (action taken under 5 U.S.C §752 OR 432 may be grieved); and
- i. Reduction-in-force actions.

**Section 5.** An employee and his/her Union representative will be given a reasonable amount of official time without loss of pay or charge to leave for the purpose of filing the grievance at each of the steps of the procedure including arbitration.

**Section 6.** In the event either party should declare a complaint non-grievable or non-arbitrable, the original complaint will be considered amended to include the determination of this issue. The grievability/arbitrability issue will be decided as a threshold issue when the grievance reaches arbitration prior to the consideration of any other issues by the arbitrator.

**Section 7.** Unless mutual agreement is reached for extending time limits, failure to meet the specified time limits will result in the following:

- a. If the Employer fails to respond within the required time limits, the grievance may be advanced to the next step in the procedure;
- b. If the grievant fails to meet the time limits at any step of the procedure, the grievance may be dismissed without further consideration. The grievant may further receive a written explanation of the determination to dismiss the grievance.

**Section 8.** Employees may grieve actions effected under 5 U.S.C §752 (adverse actions) or 5 U.S.C. §432 (actions based on performance) by filing a grievance under this procedure or they may file an appeal to the Merit Systems Protection Board, but not both. The filing of appeal to the MSPB, or a grievance under this procedure, prevents the employee from using the alternative procedure. All grievances under 5 U.S.C. §752 and 5 U.S.C. §432 will be initiated at Step 3 of the Negotiated Grievance Procedure.

**Section 9.** Grievances should be initiated at the lowest step of the procedure where the management official has the authority to take corrective action to resolve the grievance. Most grievances arise from misunderstandings or disputes that can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by the Employer and the aggrieved party(ies) to settle grievances at the lowest possible level.

**Section 10.** An employee or group of employees, wishing to initiate a grievance may proceed as follows:

**Informal Step:**

\*\* Prior to filing a written grievance, the grievant or his/her Union representative may informally discuss the issue with the responsible management official. The parties should attempt to resolve the matter at this meeting.

\*\* The grievance may be filed by the grievant or his/her Union representative in writing with the employee's immediate supervisor within 30 calendar days of the occurrence of the event or action prompting the grievance or the date the grievant became aware of the action. The written grievance must contain the specific nature of the grievance, the specific section of the law, rule, regulation, Agreement or condition of employment allegedly violated, and the corrective action desired.

\*\* The remedy requested must be personal to the grievant(s). The supervisor may make whatever investigation he/she considers necessary and will provide a written response to the grievance within 15 calendar days of receipt of the grievance. The response must indicate the right to submit the grievance at the next step of the procedure. At the request of either party, a meeting will be held to discuss the grievance at any step of the procedure. Copies of all decisions will be provided to the grievant(s) and the Union.

**Step 1:**

If the grievant/Union is not satisfied with the response at the informal step, the grievance may be submitted in writing to the employee's Division Chief within 15 calendar days. The Division Chief will, within 15 calendar days, render a written decision.

**Step 2:**

If the matter is not satisfactorily settled at Step 1, the grievant/Union may submit the grievance in writing to the Superintendent within 15 calendar days after receipt of the Step 1 decision. The Superintendent will review the grievance and issue a written decision to the grievant within 30 calendar days after receipt of the grievance. If the Step 2 decision is unsatisfactory to the employee and the Union, the Union may, within 30 calendar days after receipt of the step 2 decision, request arbitration of the grievance.

**Section 11.** Grievances initiated by the Employer or the Union will be processed in accordance with the following: The Union or Employer will present the grievance in writing to the other party within 30 calendar days after the occurrence of the action or incident being grieved or within 30 calendar days of the date the grievant became aware of the incident.

The written grievance will contain:

- a. The specific nature of the grievance;
- b. The specific section of the law, rule, regulation, Agreement or condition of employment allegedly violated; and

c. The corrective action desired.

The parties will meet within 14 calendar days after receipt of the grievance to discuss the grievance. The party filing the grievance will be furnished a decision by the other party within 15 calendar days from the date of this meeting. Nothing herein will preclude either party from attempting to settle the grievance informally. If dissatisfied with the decision, the grieving party may request arbitration. A written request for arbitration must be forwarded to the other party within 30 calendar days following the decision.

**Section 12.** The parties agree that employees may utilize the Department of the Interior's alternative dispute resolution process, Conflict Resolution (CORE). The parties agree to follow the procedures established in Chapter 770 of the Departmental Manual (DM 770).

An employee may choose to process his/her formal grievance under CORE at either the Informal Step or Step 1 of the grievance procedure as an alternative to filing a grievance at the Informal Step or Step 1. The employee may choose at any point to return to the grievance procedure prior to receiving a Notice of Results or Options. The Notice of Results and Options will provide the employee with the option to file a grievance at the Informal Step or Step 1 within 15 calendar days. In the event the employee chooses CORE, the time frames established by the grievance procedure are extended to either the issuance of a Notice of Results and Options or written notice by the employee that s/he no longer elects to utilize CORE. Grievances submitted under CORE that are outside the time frames of the grievance procedure will be considered not timely and not accepted.

Employees may elect to be represented in the CORE process in accordance with Section 2 or this agreement. Provisions for official time for the CORE process are in accordance with the basic agreement between the parties.

**Section 13. Grievance Mediation**

The parties agree to implement a grievance mediation option. This option is available only where the Union is serving as the employee representative. Either a mutually agreed to mediator or a Federal Mediation and Conciliation Service (FMCS) Commissioner assigned by FMCS will act as a mediator in grievance procedure so long as the next step is timely invoked. Grievance mediation may occur in each grievance providing:

- A. Either party requests mediation within five (5) work days of the decision at the previous step.
- B. The other party agrees to mediation.

The parties agree that grievance mediation may be an effective method of resolving grievances efficiently and economically by using the services of an objective third party

to help the parties gain mutually acceptable grievance resolutions. The parties agree to the following as governing procedures for the grievance mediation process.

#### Coverage

1. All matters subject to the negotiated grievance procedure are appropriate for inclusion in the grievance mediation process.
2. In the case of adverse action, grievance mediation may be invoked as an intermediary step between the decision of the deciding official and before arbitration, if arbitration has been invoked.

#### Requesting Mediation

While the mediator shall have no authority to impose a resolution on the grievance, either or both parties may request that the mediator suggest a resolution or offer a recommendation to the parties. The mediator will have the authority to meet separately with either party.

#### Proceedings

1. The grievant will be asked to complete a mediation request form.
2. Proceedings before the mediator will be informal. Rules of evidence shall not apply. No record of the meetings shall be made.
3. The parties will present a brief statement to the mediator stating the facts, the issue, and providing arguments in support of their positions at the beginning of the mediation conference.
4. The parties may be represented by the representative(s) of their choice; however, discussion shall be open to all participants.
5. The grievant is entitled to be present at the grievance mediation conference.

#### Records

1. The parties agree to maintain joint records of the use of grievance mediation including the number of grievances addressed in grievance mediation, the number resulting in settlements, the issues covered, direct and indirect costs and the time frames involved. The parties agree to jointly develop a form to report the above information.
2. Those employees and supervisors who were successful and reached a resolution of the grievance will develop a written settlement agreement.
3. Contractual time limits shall be waived or extended to permit grievances to proceed to either the next step or arbitration, as appropriate, should mediation be unsuccessful.
4. An employee who agrees to utilize mediation does not waive his/her right to continue to process the grievance once the mediation phase is completed.

#### Termination of Mediation



1. Either party may terminate the mediation at any time during the process.
2. Grievances not resolved through grievance mediation may proceed to arbitration. Any arbitration proceeding will be held as if grievance mediation had not occurred. Nothing said or done by the parties or the mediator during the grievance mediation session may be used or referred to during the arbitration proceedings.
3. Any materials presented to the mediator shall be returned to the party presenting the materials at the termination of the mediation conference.
4. Employees and supervisor cannot be forced to reach agreement. If the employee is not satisfied with the mediation results, he/she may proceed with the next step of the grievance procedure.

## Article 42 – ARBITRATION

**Section 1.** Only the Union or the Employer can invoke arbitration. The party seeking to have an issue submitted to arbitration must notify the other party of such intent within 30 calendar days of the final grievance decision. The notification must include a statement of the issues involved, the alleged violation(s) and the requested remedy.

**Section 2.** When arbitration is requested, the parties shall within seven (7) calendar days request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. As appropriate, the parties may jointly request the Federal Mediation and Conciliation Service to provide an arbitrator with certain specialized experience.

**Section 3.** The parties shall meet within 15 calendar days after the receipt of the list of arbitrators and attempt to agree upon an arbitrator. If they do not agree upon one of the listed arbitrators, the parties shall, with the toss of a coin determining who goes first, each strike one name from the list alternately until only one name remains. The remaining person shall be the duly selected arbitrator.

**Section 4.** If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue to be heard.

**Section 5.** The arbitrator's fees and all other expenses of the arbitration shall be borne by the losing party, except that any decision not clearly favoring one Party's position over the other, the arbitrator may specify that all costs should be borne equally by the parties. A transcription service may be utilized to make an official transcript of all formal arbitration hearings. The Union shall not be responsible for payment of transcription service costs unless the Union requests to have a copy of the transcript. In the event that both parties wish to have a copy of a transcript and/or the arbitrator requires a copy, then all costs of the transcription service and copies of the transcripts shall be borne equally by the parties.

**Section 6.** The arbitrator shall be requested to render his/her decision as quickly as possible, but in any event no later than 30 calendar days after the conclusion of the hearing and submission of briefs unless the parties mutually agree to extend the time limit.

**Section 7.** The decision of the arbitrator shall be final and binding except that the Employer and the Union agree that the jurisdiction and authority of the chosen arbitrator and his/her opinions as expressed will be confined exclusively to the interpretation of the express provisions of law, rule, regulation or the Agreement at issue between the parties. The arbitrator will have no authority to add to, subtract from, alter, amend or modify any provision of law, rule, regulation or this Agreement. Any award may not include the assessment of expenses against either party other than as agreed to in this Agreement.

**Section 8.** Exceptions

- A. Either party may seek judicial review of the arbitrator's decision on matter that could have been appealed to the Merit Systems Protection Board with 30 calendar days of the issuance of the decision. Such review will be sought in the Court of Claims or a United States Court of Appeals in accordance with the provisions of Section 7703 of Title 5, United States Code.
- B. Either party may file an exception with the Federal Labor Relations Authority to the arbitrator's award in any matter other than those described in (A) above. Such exceptions must be filed within 30 calendar days of the issuance of the decision in accordance with Authority procedures.

## **Article 43 -- IMPLEMENTATION OF THE AGREEMENT**

The effective date of this agreement shall be the date of approval by the Department of the Interior, or on the 31<sup>st</sup> day after the execution of this Agreement, if the Department has neither approved nor disapproved this Agreement. It shall terminate three years after the effective date. It will remain in effect for one year intervals thereafter, automatically renewing itself on the day after the anniversary of the termination date, unless either Party serves the other with written notice, not more than 105 calendar days nor less than 60 calendar days prior to the expiration date, of its desire to terminate or modify this Agreement.

The Parties may develop necessary working arrangements for various articles of this Agreement. The Parties may schedule any necessary training. Each Party will train its respective members in the terms of the Agreement. An electronic version of the Agreement will be available on the public file in the Pictured Rocks National Lakeshore's network system.

The Employer will reproduce 50 copies of this Agreement for Union use. The Union is responsible for distribution of copies to members in the unit. The Union may request additional copies of the Agreement during its term. The Employer will honor reasonable requests.

## **Article 44 -- USE OF FACILITIES AND SERVICES**

**Section 1.** Bulletin board space for posting notices and literature, limited to Union use only, will be available at each location where there is an employee information bulletin board.

The internal mail distribution service of the Employer shall be available for reasonable use by the Union.

**Section 2.** The Union will be permitted to use the park e-mail system to communicate with the Employer and bargaining unit employees.

**Section 3.** At the request of the Union, the Employer will provide facilities for official meetings and presentations of the local during the non-duty hours of the employees involved. Union officers and stewards may use the office telephones, providing they are used for representational purposes only.

**Section 4.** The Employer will provide the Union

- A. office space;
- B. one (1) desk and chair;
- C. one (1) telephone;
- D. one (1) computer; and
- E. one (1) locking file cabinet.

Telephone usage will only be for representational purposes.

The Union representatives will be authorized, for representational purposes, reasonable use of their assigned government personal computer.

The Union will be allowed reasonable use of copy machines to reproduce materials for representational purposes. The Union will be allowed reasonable use of facsimile machines throughout the park.

The Employer intends to update and improve the personal computer located in the Union office during the initial duration of this agreement.

**Section 5.** The Employer will provide the Union with access to reference materials normally maintained by the Employer such as agency, regional and park rules and regulations, standard operating procedures, and other materials. The Employer will also provide the Union with access to the internet through the park intranet for purposes of obtaining reference materials.

In addition, the Employer agrees that the Union will have access to Office of Personnel Management and National Park Service publications pertaining to personnel policies,

personnel practices, and working conditions that are available in the park administrative office.

## DEFINITIONS

The following definitions of terms used in this Agreement shall apply:

- A. Consultation: Verbal or written discussions between representatives of the Employer and representatives of the Union for the purpose of exchanging views or information concerning subjects of mutual interest.
- B. Negotiations: Bargaining between the Employer and the Union on negotiable issues relating to personnel policies, practices and working conditions of employees in the unit with the goal of arriving at a mutually acceptable agreement.
- C. Impasse: The inability of the Employer and the Union to arrive at a mutual agreement concerning negotiable matters through the bargaining process.
- D. Statute: The Federal Service Labor-Management Relations Statute (Chapter 71 of Title 5 of the U.S. Code) which was passed by Congress in 1978 as
- E. P.L. 95-454 and otherwise known as the Civil Service Reform Act.

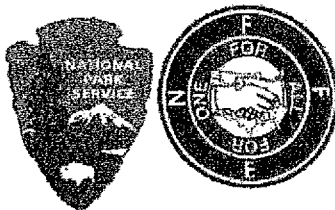
In witness thereof, the Parties hereto executed this basic Labor-Management Agreement. The effective date of this agreement is AUG 20 2007.

### Collective Bargaining Agreement Signature Page

REPRESENTING MANAGEMENT:	
[Redacted]	PIRO Union-Mgt. Liaison Date: <u>AUG 20 2007</u>
[Redacted]	PIRO Facility Manager Date: <u>AUG 20 2007</u>
[Redacted]	NPS Labor Relations Spec. Date: <u>AUG 20 2007</u>

**2007 COLLECTIVE BARGAINING AGREEMENT**  
BETWEEN  
PICTURED ROCKS NATIONAL LAKESHORE  
NATIONAL PARK SERVICE  
U.S. DEPARTMENT OF THE INTERIOR  
AND  
LOCAL 2192 at PICTURED ROCKS NATIONAL LAKESHORE  
NATIONAL FEDERATION OF FEDERAL EMPLOYEES FEDERAL DISTRICT #1  
Affiliated with the INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS - AFLCIO

REPRESENTING THE UNION:	
[Redacted]	Local 2192 President Date: <u>AUG 20 2007</u>
[Redacted]	Local 2192 Secretary Date: <u>AUG 20 2007</u>
[Redacted]	Local 2192 Steward Date: <u>AUG 20 2007</u>
[Redacted]	NFFE Regional VP Date: <u>AUG 20 2007</u>





Signature Page

Approved: September 18 2007



SEP 18 2007

Director of Personnel Policy  
Office of the Secretary  
Department of the Interior