

**An Agreement**  
**Between**  
**Blue Ridge Parkway**  
**And**  
**AFGE Local No. 446**

AGREEMENT

between the

NATIONAL PARK SERVICE

BLUE RIDGE PARKWAY

UNITED STATES  
DEPARTMENT OF THE INTERIOR

and

UNION LOCAL 446

AMERICAN FEDERATION  
of  
GOVERNMENT EMPLOYEES

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PREAMBLE

This Agreement is made and entered into by and between the National Park Service, Blue Ridge Parkway, hereinafter referred to as the Employer, and Local 446, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the Union.

The Employer and the Union agree that Labor-Management Relations within the Parkway are strengthened through the participation of employees in the formulation and implementation of personnel policies and practices relating to their conditions of employment and through constructive and cooperative relationships with labor organizations.

The parties affirm that the public purposes to which the Parkway is dedicated can be advanced through understanding and cooperation achieved through collective bargaining in those areas in which bargaining is appropriate in the Federal Service.

This Agreement and such Supplemental Agreements as may be agreed upon from time to time constitute a collective bargaining agreement between the parties.

ARTICLE 1

GENERAL PROVISIONS

Section 1. Authority: This agreement is entered into under the authority granted by Title VII, Civil Service Reform Act of 1978, and in accordance with implementing regulations of the U. S. Department of the Interior, and the National Park Service.

Section 2. Parties and Coverage: This agreement is made by and between the Superintendent, Blue Ridge Parkway, Asheville, North Carolina, hereinafter referred to as the "Employer," and Local 446 of the American Federation of Government Employees, hereinafter referred to as the "Union." This agreement is applicable to:

INCLUDED: All employees employed by the Blue Ridge Parkway, National Park Service with headquarters in Asheville, North Carolina.

EXCLUDED: All management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, employees of Division of Maintenance who are included in unit represented by NAGE Local R4-75, and supervisors as defined in Title VII, Civil Service Reform Act of 1978.

Section 3. Purpose of this agreement: It is the intent and purpose of the parties hereto to promote and improve the efficient administration of Blue Ridge Parkway, Asheville, North Carolina, in the public interest and well-being of employees within the meaning of Title VII, Civil Service Reform Act of 1978, and the Department of the Interior's labor-management policies and regulations; to establish a basic understanding relative to personnel

policies, practices and procedures and matters affecting conditions of employment; and to provide means for discussions and adjustment of these matters.

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

Section 4. Definitions used in this agreement shall be as defined in Title VII, Civil Service Reform Act of 1978.

Section 5. Coverage and Recognition: The Union shall be given the opportunity to be present at discussions between the Employer and bargaining unit employees concerning grievance resolution, personnel policies and practices, and other matters affecting conditions of employment of the employees in the bargaining unit.

## ARTICLE 2

### GOVERNING LAWS AND REGULATIONS

Section 1. In the administration of all matters covered by this agreement, officials and employees are governed by existing or future laws and regulations of appropriate authorities including, but not restricted to, rules and regulations of the Office of Personnel Management; decisions and directives of the Federal Labor Relations Authority; by published Department of the Interior and National Park Service policies and regulations in existence at the time this agreement was approved; and by subsequently published Department of the Interior and National Park Service policies and regulations required by law or other orders emanating from higher authority.

Section 2. In administering National Park Service/Agency regulations relating to personnel policies and practices and matters affecting conditions of employment, the Employer shall have due regard for the obligation to meet and confer with the Union. However, nothing in this agreement shall affect the authority of the Employer to:

Determine the mission, budget, organization, number of employees and internal security practices of the Blue Ridge Parkway; and in accordance with applicable laws (a) to hire, assign, direct, lay off, and retain employees of the Parkway, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees; (b) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Parkway operations shall be conducted; (c) with respect to filling positions, to make selections for appointments from (1) among properly ranked and certified candidates for promotion; or (2) any other appropriate source;



(d) to take whatever actions may be necessary to carry out the Parkway's mission during emergencies.

Section 3. Nothing in this agreement shall preclude the Employer and the Union from negotiating, (a) at the election of the Employer, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work; (b) procedures which management officials of the Parkway will observe in exercising any authority under this Article; or (c) appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by the Employer.

Section 4. Any changes of regulations, amendments, or supplements to this agreement which are negotiated and agreed to will be duly executed by the parties and will become an integral part of this agreement.

Section 5. The Employer agrees to transmit to the Union proposed changes relating to personnel policies, practices, and matters affecting working conditions of bargaining unit employees, or which adversely impact on them, proposed during the term of this agreement and not covered by this agreement as far in advance as possible. Upon receipt of such a proposed change from the Employer, the Union may, within 30 calendar days, request negotiations concerning the proposed change. Upon timely request from the Union, the parties shall meet and confer within 30 calendar days.

Section 6. It is agreed that any prior benefits and practices and understandings which have been reduced to writing or were mutually acceptable to the parties and which are not specifically covered by this agreement shall not be changed unless mutually agreed to by the parties.

Section 7. Solicitation of membership or dues and other internal business of the Union shall be conducted in the nonduty hours of the employees concerned. Soliciting shall be conducted outside regular working hours. For this purpose lunch periods are considered outside regular working hours.

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

### ARTICLE 3

#### RIGHTS OF EMPLOYEES

Section 1. Each unit employee shall have the right to form, join, assist any labor organization, or refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Such right includes acting for a labor organization in the capacity of a representative, and the right in that capacity to present the views of a labor organization to the head of the Agency and other officials of the Executive Branch, members of Congress, or other appropriate authority, and to engage in collective bargaining with respect to conditions of employment through representatives chosen in accordance with Title VII, Civil Service Reform Act.

Section 2. This agreement does not preclude any employee from bringing matters of personal concern to the attention of appropriate Union or officials of the Employer without fear of reprisal or intimidation.

Section 3. Nothing in this agreement will require an employee to become or remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary written authorization by a member for payment of dues through payroll deductions or by voluntary cash payment by a member.

Section 4. An employee has a right to have both the Employer and the Union apply all provisions of this agreement fairly and equitably to all employees in the unit without regard to race, creed, color, national origin, sex, age, veterans status, lawful political affiliation(s), handicap or membership in a lawful union.

Section 5. If, during a meeting between an employee and one or more management officials, the employee reasonably believes that the discussion is to be discipline or potential discipline, he/she may be accompanied by a Union representative or request the services of a representative. If such a request is made, the supervisor or management official will honor the request. The meeting will be suspended until such time as the Union representative is present. The employee's right to representation does not include normal supervisory counseling sessions dealing with the employee's performance.

Section 6. Employees have the right to question what they believe to be unlawful orders.

## ARTICLE 4

### UNION REPRESENTATIVES AND STEWARDS

Section 1. The Employer agrees that to enable the Union to meet and discharge its obligations and responsibilities under this agreement, authorized Union representatives shall be permitted to visit places of work on the Blue Ridge Parkway during working hours, provided that such visits will not interfere with park operations.

Section 2. Stewards shall be chosen by the Union from unit employees and will serve as representatives of the Union in bringing Union matters to the attention of the Employer. The number of designated Stewards shall not exceed ten and the Union shall supply the Employer with their names and the areas in which each is to serve, and this list shall be posted on the appropriate bulletin boards. Stewards shall be recognized by the Employer in their official capacity as Union representatives with authority to officially represent the Union. Both the Union and the Employer shall recognize the Stewards' dual relationship with management where the Steward functions as an employee under the supervision of the designated supervisory personnel. When the Steward meets with management's supervisory echelon to discuss grievances, recognition shall be given to the role of the Steward as an official representative of the Union with equal status. It is agreed by the Union and the Employer that the interests of both parties will be best served by developing a climate of mutual respect and good working relationships within the ranks of their respective representatives.

Section 3. Stewards will conduct their approved business with dispatch during working hours and shall not use their offices for unwarranted absences from their duty posts. Stewards when leaving their duty posts, shall first

obtain permission from their immediate supervisor. Permission will also be obtained from the supervisor of any employees being contacted. Stewards will report their return to work to their supervisor. Supervisors will grant such permission unless compelling reasons require the presence of the Steward at Agency tasks which he/she is then performing. If such permission is denied the Union may request that the reason(s) be supplied in writing.

ARTICLE 5

OFFICIAL TIME FOR REPRESENTATION ACTIVITIES

Section 1. The Employer agrees to recognize duly accredited AFGE officials, local officials of the Union, Union stewards, and other authorized representatives designated by the Union.

Section 2. Any activities performed by any employee relating to internal business of a labor organization, including solicitation of membership, collection of dues and elections of labor organization officials, shall be performed during the time the employee is in nonduty status.

Section 3. Union representatives shall be authorized official time, during the time the employee otherwise would be in duty status, necessary and reasonable to investigate a bargaining unit member's grievance, to represent such employee in meetings with the Employer, and to participate in formal meetings with the Employer concerning matters affecting conditions of employment.

Section 4. A bargaining unit employee(s) will be granted a reasonable amount of official time, during time they would otherwise be in duty status, to attend meetings with management and third party proceedings when he/she is the affected employee or a witness in a grievance, or statutory appeal proceeding.

Section 5. Union representatives shall be authorized official time, during the time they would otherwise be in duty status, necessary to carry out various representational activities as well as to participate in committee meetings, including the Labor-Management Relations Committee, and for consultation meetings called by the Employer.

## ARTICLE 6

### USE OF OFFICIAL FACILITIES

Section 1. Bulletin Boards: The Employer agrees to provide a bulletin board at each assembly point of unit members.

Notices placed by the Union on bulletin boards may not contain material which would appear to identify it as the Employer's material, or that it is sponsored or endorsed by the Parkway. Unsanctioned material will be removed by the Union following discovery by either the Union or the Employer.

Section 2. Distribution: The Union may distribute material on the Parkway's premises in work areas to individual employees before and after scheduled working hours subject to internal security requirements, or in the nonwork areas during scheduled workhours, provided that both the employee distributing and the employee receiving such material are on their own time.

The Employer agrees to distribute notices and circulars sponsored by the Union to all designated employees in the bargaining unit to be sent along with regular distributions provided they are: delivered to appropriate office; reasonable in size; clearly identified as Union material; contain nothing that identifies the material as Parkway material or implies that the material is sponsored or endorsed by the Parkway; limited to matters of direct concern to bargaining unit employees; not delivered at a frequency that would interfere or otherwise greatly delay the normal flow of mail delivery.

Section 3. Revocation: Violations of this Article may result in revocation of the use of bulletin boards and distribution privilege after due notice and consultation with the Union.

Section 4. Meeting Rooms: The Employer, with an advance request from the Union, will provide available meeting space for meetings of bargaining



unit employees before or after working hours or during lunch periods. The Union agrees to comply with all security and housekeeping rules in effect at that time and place.

The Employer, with an advance request from the Union, will provide a meeting room for preparing or discussing a grievance and preparing for meetings with management.

Section 5. FTS Telephone: Union Officers and Stewards shall have access only to the Federal Communications System (FTS) for the conduct of labor-management relations functions, but not for internal Union business.

Section 6. Copies of Departmental Regulations: The Employer agrees to furnish the Union President two copies of Department of the Interior or National Park Service policy statements or directives which establish new conditions, or changes existing conditions of employment. Copies of pertinent pre-existing policy statements or directives will be provided as necessary to clarify changes.

Section 7. Bargaining Unit Employee Information for the Union: The Employer will furnish quarterly to the Union a list of unit members including name, position title, grade, and duty station, and designation as permanent or temporary, or subject-to-furlough.

Section 8. Office Equipment: The Employer agrees to provide the Union with the use of two lockable file cabinets, surplus to Parkway needs, one cabinet to be located in each Parkway Unit at a Union officer's official duty station.

## ARTICLE 7

### TRAINING

Section 1. The Employer and the Union agree that the training and development of employees within the bargaining unit is a matter of importance. Consistent with its needs, the Employer agrees to develop and maintain an effective training program designed to: (a) meet requirements of law and regulation; (b) correct employee performance deficiencies; (c) enable employees to learn new skills required in their present jobs; (d) enhance performance in present jobs; and (e) training for positions employees can reasonably be expected to obtain.

Section 2. Union Stewards and officers shall be granted official time to attend labor relations training. The official time shall be that which is reasonable, necessary and in the public interest. Both parties recognize that the Employer is subject to Departmental regulation with respect to the approval of administrative leave for Union sponsored training.

Section 3. Where an employee pursues courses which meet the criteria under the appropriate organization's employee training and development plan, the cost of registration, tuition, books and materials will be borne by the Employer, subject to the availability of funds and prior approval by the necessary authority, subject to 5 U.S.C. 41 and Executive Order 11348.

Section 4. Employees shall be notified in writing of selection or rejection for training as soon as possible prior to the beginning of training. If training is rejected, the notice will specify the reasons and indicate who was selected, if known.

Section 5. It is mutually recognized by the Employer and the Union that quality training to maintain employees' qualifications according to the Employer's policies and regulations is highly desirable.

## ARTICLE 8

### HEALTH AND SAFETY

Section 1. The Employer agrees to provide a safe and healthful work place for all employees and will comply with applicable laws and regulations relating to the safety and health of its employees. All employees are responsible for prompt reporting of observed unsafe conditions.

Section 2. The Employer and the Union will cooperate in the continuing effort to eliminate accidents and health hazards, and there shall continue to be a Parkway Safety Committee. The Union will be authorized two members, and shall be represented at all committee meetings. Each Union member of the Parkway Safety Committee shall be afforded time off from regular duty without loss of pay or charge to leave for performing this responsibility. The Union shall also be authorized one member on each district safety committee.

Section 3. In the event of accidents or "near misses," the district safety committee will investigate and report findings in accordance with the Parkway plan as soon as practicable.

Section 4. The Employer agrees to maintain an occupational health program which will provide as far as feasible such things as: first aid training, emergency diagnosis of illness or injury, assistance in obtaining medical attention, utilization of available preventive health services, including available medical examinations; in-house health education.

Section 5. Personal protective gear, when necessary and required, shall be furnished by the Employer and used by the employees.

Section 6. The supervisor will notify the employee in accordance with established regulations of the option in benefits under the Office of Workers Compensation Program.

Section 7. In accordance with regulations, the Employer shall provide the Union access to establishment logs, supplemental records and fatal/catastrophic summaries. In addition, the Employer will provide the Union with material safety data sheets when appropriate.

## ARTICLE 9

### GOVERNMENT HOUSING

Section 1. The Employer agrees that the Department of the Interior's Energy Conservation Program has application to the maintenance of Government residential quarters at Blue Ridge Parkway. Attention to that program is governed by existing guidelines issued at the Washington Office level, Southeast Region and Blue Ridge Parkway. The Employer further agrees that employees have a right to provide information concerning deficiencies and needs in Government quarters, and that such information shall be given full consideration in establishing priorities for the quarters maintenance program. Conditions that create unsafe or health threat situations shall receive top priority for correction.

Section 2. The Union shall have at least one member on each of the Park's Unit Housing Committees. Recommendations made as a result of the quarters maintenance inspection will be submitted to the Superintendent for consideration in programming housing improvements.

Section 3. If recommendations of the Housing Committees are not accomplished, the employee occupying the house or quarters will be informed in writing why the recommendations were not complied with.

## ARTICLE 10

### HOURS OF WORK

Section 1. The basic workweek shall consist of five consecutive 8-hour days, Monday through Friday (with the same starting and finishing time each day) except for those employees required for 7-day operations.

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

Section 2. Except in emergencies, the employee will be given two weeks advance notice prior to the effective date of changes to an approved work schedule. Failure to give the advance notice, however, will not interfere with management's right to effect changes when necessary. When it is necessary to change a schedule, the employee will be advised of the reasons for the change.

Section 3. The Employer and the Union agree to support the application of alternative work schedules within various organization segments of the Parkway, where appropriate, which are agreed to by the parties.

Section 4. Breaks of more than one hour will not be scheduled in a workday, as provided in the Federal Personnel Manual.

Section 5. There shall be a 15-minute rest break in the first half of an 8-hour day and a 15-minute rest break in the second half of an 8-hour day.

Section 6. Tours of duty for Union officials (Vice-President and Chief Steward) may be changed by the Employer to accommodate representation responsibilities.

## ARTICLE 11

### OVERTIME

Section 1. Overtime work shall be paid for at the appropriate overtime rates in accordance with applicable regulations. Overtime rates shall include additional pay to which the employee is entitled.

Section 2. In distributing overtime, preferences will be granted to employees assigned to the positions for which overtime is required. However, recognizing that emergencies and special events occur, the Employer reserves the right to order any employee to perform overtime when his skills are required. As far as the character of the work will permit, qualified employees will be given equitable consideration for overtime assignments.

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

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

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

Section 6. The Employer will maintain records of all overtime worked in accordance with current directives. Upon request, the Union and Employer will



review alleged inequities in distribution of overtime.

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

Section 8. When employees are assigned to work overtime that will exceed two (2) hours at the end of his work day, provisions will be made for the employees to secure food.

Section 9. Food will be provided at Government expense at approximately four-hour intervals on fire suppression or search and rescue operations at remote locations.

ARTICLE 12

OFFICIAL TRAVEL

Section 1. The Employer and the Union recognize that the nature of the mission of the Parkway is such that occasionally bargaining unit employees will be required to travel from their official duty station.

Section 2. The Employer agrees to pay travel overtime to bargaining unit employees in accordance with the Fair Labor Standards Act and/or Title 5, CFR, whichever is applicable.

When travel results from an event which cannot be scheduled or controlled administratively, such travel is hours of employment for pay purposes.

Section 3. In cases of emergency job-related travel, the Employer will attempt to accommodate a traveler needing an advance, if funds are available, from the imprest fund not to exceed \$500.

ARTICLE 13

HAZARDOUS DUTY PAY

Section 1. Hazardous duty differential will be paid according to the authorized criteria and rates contained in FPM Supplement 990-2, Chapter 550, Appendix A.

Section 2. When the employee believes that hazardous duty differential is warranted, he/she should submit a "Request for Hazardous Duty Pay" (RM-56) to the supervisor for approval.

## ARTICLE 14

### PERFORMANCE APPRAISAL

Section 1. The performance appraisal plan for bargaining unit employees is in accordance with the National Park Servicewide Employee Performance Appraisal Plan (NPS FPM 430) with the clarifications described in this article and the exception permitted by the negotiated grievance procedure.

Section 2. The Employer will strongly discuss employees' performance with them so that they will know the degree to which they are meeting or failing to meet performance standards. This should be done as occasions arise in the course of day to day activities.

Section 3. The Employer may give sustained superior performance awards to employees who attain summary rating levels I (Outstanding) or II (Exceeds Fully Successful). Such awards may be quality step increases or cash awards.

Section 4. If an employee is not performing at an acceptable level in required elements, or in one or more critical elements, the supervisor will assist the employee in attempting to improve the employee's performance. Appropriate counseling and assistance may also be afforded the employee to remedy the performance deficiency.

Section 5. Employees whose performance fails to improve within the period identified by the supervisor or the period identified by the bureau's regulations, will be given advance notice of any proposed action based on deficient performance. The notice will contain instances of unacceptable performance by the employee. Employees will have the opportunity to respond to the proposed action. If because of performance improvement during the notice period, and the employee's performance continues to be acceptable for

one (1) year from the date of the advance notice, the Employer may consider destroying the related records consistent with Departmental and bureau regulations.

## ARTICLE 15

### EMPLOYEE ASSISTANCE PROGRAM

Section 1. Management agrees to implement and promote the Agency Employee Assistance Program (programs for troubled individuals including alcoholism, drug abuse, emotional illness, and other personal problems that may affect job performance) and to make employees and supervisors aware of the Program.

Section 2. The Union agrees to cooperate fully with the Employer in an attempt to rehabilitate affected employees who accept assistance made available under the provisions of the Program.

Section 3. The Union and the Employer recognize that the Program is designed to deal forthrightly with the problem at an early stage when the situation is more likely to be correctable. If an employee requests assistance under the program, and participates in the program, the responsible supervisory official must weigh this fact in determining appropriate disciplinary and adverse action, if such action becomes necessary.

Section 4. Employees undergoing a prescribed program of treatments will be granted sick leave for this purpose on the same basis as any other illness when absence from work is necessary.

Section 5. A designated Union representative will be invited to attend seminars, workshops, conferences or training sessions designed to acquaint supervisors, managers and/or employees with the Program and its operation.

Section 6. The Employer will, at least annually, make employees aware of the Employee Assistance Program and available services provided by the Employer.

## ARTICLE 16

### DISCIPLINARY AND ADVERSE ACTIONS

Section 1. Disciplinary and adverse actions against employees must be based on just cause, be consistent with applicable laws and regulations, and be fair and equitable.

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

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

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

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

mitigating factors.

Section 5. Preliminary Investigation: Prior to taking a disciplinary action or issuing a proposed notice of adverse action, the Employer may conduct fact-finding as necessary. If an examination of a unit employee is conducted during the course of such fact-finding, the employee is entitled to Union representation during the examination if the following two criteria are met: (1) the employee reasonably believes that disciplinary action may be taken against him/her as a result of the investigation; and (2) the employee requests representation.

Section 6. Time Frames: The Employer will make a reasonable effort to assure that disciplinary or adverse actions are initiated promptly. An employee against whom an adverse action is proposed is entitled to a total of at least thirty (30) calendar days advance written notice prior to the effective date of the action taken. An employee shall be given at least fifteen (15) calendar days advance notice prior to the effective date of a suspension of fourteen (14) days or less. These time frames shall not preclude the Employer from taking immediate action if the crime provisions are invoked in accordance with 5 U.S.C. 7513(b)(1) and 5 C.F.R. 752.404(d).

Section 7. Notice of Proposed Action: An employee against whom a suspension or an adverse action is proposed shall be informed in writing of the proposed action. The notice shall inform the employee:

- (a) of the specific action proposed;
- (b) of the specific reason for the proposed action;
- (c) of the deciding official to whom the employee may respond;
- (d) that the employee may answer orally and/or in writing and may submit affidavits or other written statements in support of that answer;



(e) that the employee's answer will be considered by the deciding official;

(f) of the employee's right to representation;

(g) of the employee's status during the notice period; and

(h) that the employee and/or representative will be granted reasonable official time to review the material relied on to support the reasons in the notice, to secure affidavits or other written statements, and to prepare an answer to the notice.

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

Section 9. Action by the Deciding Official:

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

(b) The deciding official shall issue a decision based upon the evidence presented and the employee's response, and shall render written notice of the decision to the employee within fourteen (14) calendar days.

Section 10. Final Notice:

(a) A letter of reprimand will state how long the letter will remain in the employee's official personnel folder (OPF). Reprimands will remain in official personnel folders for up to two (2) years from the effective date of the action. After two years or the employee's leaving the Department (except in a transfer of function) whichever comes first, a reprimand for misconduct will be removed from the personnel folder and destroyed. If the employee's conduct so warrants, the reprimand may be withdrawn for destruction prior to two years. Personnel actions (SF-50's) will remain in the employee's OPF. Letters of warning are not placed in the employee's OPF.

(b) In the event an unfavorable final decision is issued, the employee shall be advised that he/she has the right to grieve/appeal the decision under the negotiated grievance procedure or to the Merit Systems Protection Board (for adverse actions) but not both. The appropriate MSPB address and the name and duty phone of the Union President will be included in the final decision notice.

Section 11.

(a) An employee in any disciplinary or adverse actions will be furnished a copy of all written documents except those restricted by law or regulation which contain evidence relied on by the Employer which form the basis for the reasons and specifications.

(b) If the discipline is based on an investigative report, those portions of all documents that form the investigation report which relate to the specifications will be furnished to the employee.

(c) The documentation specified in (a) and (b) above will be attached to the notice of proposed disciplinary action.

## ARTICLE 17

### GRIEVANCE PROCEDURE

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

Section 2. Coverage and Scope: A grievance by a bargaining unit employee(s) is a request for personal relief in any matter of concern or dissatisfaction to the employee or group of employees concerning the interpretation, application and/or violation of this agreement; or the interpretation or application of Department of the Interior regulations with respect to personnel policies, practices and other matters affecting working conditions.

A grievance by the Union is a request for relief over the interpretation or application of this agreement or the interpretation or application of Department of the Interior regulations covering personnel policies and practices and other matters affecting working conditions. In the case of a Union grievance, the parties will waive Steps 1 and 2 of this negotiated procedure; however, the parties will make an informal effort to resolve the grievance at the level of dispute. If within 7 workdays the matter cannot be resolved, it will be transmitted as provided in Section 8, Step 3, of this Article.

If the Employer declares a grievance nongrievable or nonarbitrable, the original grievance shall be considered amended to include this issue. If the Employer determines that the issue(s) raised in a grievance under this negotiated procedure is subject to a statutory appeals procedure, and is therefore not grievable under this procedure, it shall immediately notify the grievant(s) and/or his designated Union representative.

Section 3. Exclusive Procedure: This shall be the exclusive procedure available to unit employees for the resolution of grievances as defined in Section 2, paragraph 1, of this Article and for the union as defined in Section 2, paragraph 2, of this Article, with the following exceptions:

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

Section 4. Representation: Bargaining unit employee(s), filing a grievance under this procedure, may be represented only by a designated Union representative.

Any bargaining unit employee or group of bargaining unit employees may present a grievance under this procedure without representation as long as the resolution is not inconsistent with the terms of this agreement and the Union is given an opportunity on official time to be present at any attempts at resolution of the grievance with the grievant(s).

At each step of the grievance procedure, at least one representative shall be entitled to official time for purposes of preparation and presentation of the grievance.

Where the grievant(s) has designated a Union representative, all communication with regard to the grievance and attempts at resolution of the grievance shall be made through the designated Union representative or

simultaneously to the representative and the grievant(s).

Section 5. Who May Initiate Grievance: A grievance under this Article may be initiated by unit employees either singly or jointly or by the Union on behalf of unit employee(s) or by the Employer. Any such grievance must bear the signature(s) of all the aggrieved employee(s).

The Union may initiate a grievance on its own behalf as defined in Section 2, paragraph 2, of this Article. Any such grievance must bear the signature of the appropriate Union official.

Section 6. Standard Form for Grievance: Written grievances shall be filed on the form attached as Appendix B to this agreement.

An appeal of a grievance to a higher step of this procedure shall include a copy of the grievance plus copies of all replies received at all previous steps. In addition, the appeal shall specify any elements of the grievance which have been resolved at a lower step.

Section 7. Informal Resolution: Nothing in this agreement shall be construed as precluding discussion between a bargaining unit employee and/or his/her designated Union representative and his/her immediate supervisor about a matter of concern to either of them.

Once a matter has been made the subject of a grievance under this procedure, nothing in this agreement shall preclude either party to this agreement from attempting to resolve the grievance informally.

Section 8. Procedures:

Step 1 - Informal Step: A grievance must be presented within 15 calendar days of when the bargaining unit employee or the Union has learned, or may reasonably have been expected to have learned, of its cause.

A grievance shall be discussed informally with the immediate supervisor

who prepares the aggrieved employee's performance evaluation), or, in the case of a merit staffing grievance, with the selecting official; or with the manager who it is alleged has violated this agreement. The supervisor/manager shall have 5 workdays in which to attempt to resolve the grievance with the aggrieved employee and/or designated Union representative.

Step 2 - Formal Step: A grievance may be appealed to Step 2 of this procedure within 5 workdays of receipt of an unfavorable answer to the aggrieved employee(s) at Informal Step 1 or, if no timely reply is made at Step 1, within 10 workdays after the grievance was presented at Step 1. If the grievance is not resolved at Step 1, a written grievance on the standard form will be presented to the Division Chief at Step 2.

The Step 2 grievance appeal shall be presented in writing on the negotiated standard form, together with copies of all replies and other pertinent materials received at the previous step, to the appropriate Division Chief. The Division Chief shall have 10 workdays in which to discuss and resolve the grievance with the aggrieved employee and/or the designated Union representative and to issue a written reply.

Step 3 - Appeal to Superintendent: A grievance may be appealed to Step 3 of this procedure within 10 workdays after receipt of an unfavorable reply to the aggrieved employee(s) at Step 2 or, if no timely reply is issued at Step 2, within 10 workdays from the date that the Step 2 decision was due.

A Step 3 grievance appeal shall be presented in writing on the negotiated grievance form, together with copies of all replies and other pertinent materials received at previous steps, to the Superintendent.

The Superintendent shall have 15 workdays from receipt of the grievance to review the record of the grievance and to issue a written reply.

Upon receipt of the reply of the Superintendent, the Union may, within 15 workdays invoke arbitration as provided in this agreement.

If no timely reply is issued by the Superintendent, the Union may, within 15 workdays from the date that the Step 3 decision was due, invoke arbitration.

Section 9. Modification of Procedures: The time limits delineated in this Article may be extended by mutual written agreement of the parties at that step.

The parties at any step may mutually agree in writing to waive that step of this procedure.

ARTICLE 18

ARBITRATION

Section 1. Selection of Arbitrator: When arbitration is invoked by the Union under any of the appropriate provisions of the agreement, the parties shall, within 10 workdays from receipt of the request for arbitration, request the Federal Mediation and Conciliation Services (FMCS) to provide a list of five arbitrators with copies to each of the parties.

Within ten workdays from receipt of the list from FMCS, the parties shall confer as appropriate to choose an arbitrator. If they cannot mutually agree on one name from the list, the parties will alternately strike one name from the list until only one name remains. The remaining name on the list shall be the duly selected arbitrator. The Federal Mediation and Conciliation Service shall be immediately notified of this selection.

The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event (1) either party refuses to participate in the selection of an arbitrator; and/or (2) upon inaction or unreasonable delay on the part of either party.

Section 2. Cost of Arbitrator, Fees and Travel Expenses: The parties agree to share equally the cost of regular fees, including reasonable travel expenses and reasonable research expenses of an arbitrator selected and assigned to a case. The parties may wish to consult on the "reasonableness" of the arbitrator's charges.

Section 3. Date and Site of Arbitration Hearing: Upon selection of the arbitrator, the respective representatives for the parties will jointly communicate with the arbitrator and each other in order to select a mutually agreeable date for the arbitration hearing.



The parties will schedule the hearing within 30 calendar days after the arbitrator is selected. If the arbitrator is unable to schedule the hearing within the time specified, the parties, in conjunction with the selected arbitrator, shall jointly agree to another date.

Arbitration hearings will be held on the Parkway's premises at the appellant's or grievant's post of duty when practicable, or at any site mutually agreed to by the parties.

Once an arbitration hearing has been scheduled in accordance with the provisions of this article, there shall be no recess, postponements or rescheduling of the hearing except by the express written mutual agreement of the parties of this agreement.

Section 4. Proceedings; Transcripts; Official Time and Expenses; Stipulations of Facts; Arbitrator's Award: The grievant, his/her representative and all employees who are called as witnesses, in accordance with Section 5 of this Article, will be excused from duty to the extent necessary to participate in the arbitration proceedings without loss of pay or charge to annual leave.

The parties shall endeavor, wherever possible, to stipulate the facts involved in a case prior to the opening of the arbitration hearing.

The arbitrator shall render and serve his written award on the parties to this agreement within 30 calendar days of the close of the hearing.

In arbitration proceedings under this Article either party may make a verbatim transcript of the proceedings. The party requesting and obtaining the verbatim transcripts shall bear the expense of such services. If the other party wishes to use the transcript the cost of reproduction will be borne by that party. Either party has the option of filing a post-hearing

brief.

Section 5. Witnesses: At least ten workdays before the opening of the arbitration hearing, the parties shall exchange lists of witnesses whom they expect to have testify.

If the parties cannot agree, it shall be in the sole discretion of the arbitrator to determine who may testify.

Except in unusual situations, the arbitrator will not have the authority to keep the record open in order to hear testimony of additional witnesses.

Section 6. Authority of Arbitrator: 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 and application of the provision(s) of this agreement and/or regulations. However, regulations and decisions of higher authorities may be introduced as evidence regarding the interpretation and application of the provision(s) of this agreement and/or Agency regulations.

The arbitrator will have no authority to add to, subtract from, alter, amend, or modify any provision of this agreement.

The arbitrator will have the authority to make an aggrieved employee whole to the extent such remedy is not prohibited by statute or decisions of appropriate higher authority, or this agreement.

The arbitrator's decision will be final and binding; however, the parties reserve the right to take exceptions to any award to the Federal Labor Relations Authority in accordance with its rules and regulations.

Section 7. Grievability/Arbitrability Decisions: The arbitrator shall have the authority to make all grievability and/or arbitrability determinations other than those involving the applicability of statutory

appeals procedure. The arbitrator shall make grievability and/or arbitrability determinations prior to addressing the merits of the original grievance.

## ARTICLE 19

### ANNUAL LEAVE

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

Section 2. The Employer agrees to continue to grant annual leave to employees for the purpose of rest, relaxation, recreation and other justifiable reasons consistent with workload requirements. Approval of requests for annual leave for unforeseen emergency reasons will be considered as the circumstances warrant.

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

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

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

Section 6. When the Employer finds it necessary to cancel previously

scheduled leave, the reasons will be provided to the affected employee at least 30 days in advance of his/her anticipated annual leave date, when practicable.

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

Section 8. It is agreed that the granting of annual leave will not be restricted to the extent that earned leave is forfeited by an employee because of limitation of leave accumulation. The Employer will require employees to schedule leave throughout the year consistent with workload requirements to prevent such forfeiture.

Section 9. When sickness, workload or other factors exist that cause the unit employee to lose annual leave, it will be subject to the regulations for restoration of annual leave. Any use or lose leave must have been scheduled and approved prior to the beginning of the 3rd pay period before the end of the leave year in order to be eligible for restoration of annual leave.

## ARTICLE 20

### SICK LEAVE

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

Section 2. Employees not reporting for work because of incapacitation for duty should furnish notice to the supervisor or the supervisor's designee as soon as possible prior to the start of the employees' shift but no later than three (3) hours after the start of the shift, unless emergency conditions preclude such notification.

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

Section 4. Normally, employees shall not be required to furnish a doctor's certificate to substantiate a request for approval of sick leave unless such sick leave exceeds three working days of continuous duration, and in those individual cases where there is reason to believe the employee is abusing sick leave privileges. In such cases, the employee shall first be

advised orally that, because of the questionable sick leave record, a medical certificate may be required for each subsequent absence on sick leave. If this does not bring about the desired improvement in the employee's sick leave record, the employee will be advised in writing that all future requests for sick leave must be supported by a medical certificate. This requirement shall be reviewed by the Employer at the end of six (6) months to determine if it should be eliminated. The employee shall be informed in writing of the decision to cancel the requirement. When the requirement for a medical certificate is to be continued, the employee shall be informed orally and confirmed in writing of this decision.

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

Section 6. Periods of absence on sick leave in excess of three workdays of continuous duration should be supported by a medical certificate to be filed within ten (10) calendar days after return to duty. In lieu of a medical certificate the employee's signed statement explaining the nature of his/her illness may be accepted when considered unreasonable to require a medical certificate because the illness did not require the services of a physician.

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

ARTICLE 21

LEAVE FOR MATERNITY AND PATERNITY PURPOSES

Section 1. In considering requests for maternity leave, the Employer will apply the same policies, regulations and procedures as are applicable to requests for leave generally. An employee may choose in what order such absence will be recorded; sick leave, annual leave or leave without pay (to the extent she has available annual/sick leave.

After delivery and recuperation, the employee may desire a period of adjustment or need time to make arrangements for the care of the child. Such additional leave requirements may be taken care of by the use of available approved annual leave or leave without pay. The burden of reasonableness in this situation lies with the Employer.

Section 2. The Employer may request a medical certificate from the employee if there is a question as to the employee's physical fitness to continue work before delivery or return to work after delivery.

Section 3. A male employee may be absent on annual leave or leave without pay up to 30 consecutive calendar days for purposes of aiding, assisting, or caring for a wife or minor children while the wife is incapacitated for maternity reasons. This period of leave shall not begin more than 30 calendar days prior to the expected delivery date nor extend more than 45 calendar days beyond the delivery date.

A male employee requesting annual leave or leave without pay as provided in paragraph 1 above must provide the Employer with 30 calendar days advance notice of the expected delivery date. In cases where the 30 calendar-day notice has not been given, leave may be granted.



## ARTICLE 22

### EXCUSED ABSENCES

Section 1. The Employer agrees that when the voting polls are not open at least three hours either before or after an employee's regular hours of work, he/she will be granted an amount of excused leave to vote or to register to vote, which will permit him/her to report to work three hours after the polls open or leave work three hours before the polls close, whichever requires the lesser amount of time. Under unusual circumstances, an employee can be excused up to a full day.

Section 2. An employee will be authorized absence from work status without charge to leave or loss of pay for jury duty, or for attending judicial proceedings in a nonofficial capacity as a witness on behalf of the Federal Government or a state or municipal government.

Section 3. Employees are expected to make reasonable efforts to get to work during adverse weather conditions and to call their supervisor as soon as possible when they know they will be late. If the employee has made a reasonable effort but arrives late, he/she may be administratively excused up to two (2) hours without charge to leave. Any absence longer than two (2) hours is chargeable to leave (annual or LWOP). If an employee does not report to work during the day, the entire absence is chargeable to leave (annual or LWOP) unless a determination has been made by the Employer that conditions are such that the facility will be closed except for essential services. The Employer can approve exceptions to this policy on an individual basis. Requests for exceptions and supporting documentation must be made in writing and must be submitted to the Superintendent through supervisory channels. It is expected that situations warranting requests for exceptions will be rare.

When hazardous conditions develop after the workday begins, a decision may be made by the Employer to send employees home without charge to leave if their services are not absolutely necessary. It is likely that weather conditions will not be the same at each location along the Parkway. When adverse weather conditions develop prior to working hours and a decision is made to close a facility except for essential personnel, reasonable efforts will be made to communicate this information to employees. Notification will be made through supervisory channels, with supervisors notifying those employees they supervise. In addition, such closings will be announced (when possible) on local radio or TV stations. Unless the employee is notified by his/her supervisor or hears an announcement over radio or television specifically directed to employees of the Blue Ridge Parkway advising that he/she should not report to work, the employee can assume that facilities and offices will be open.

ARTICLE 23

REDUCTION-IN-FORCE, REORGANIZATION

AND INVOLUNTARY REASSIGNMENTS

Section 1. Negotiations.

The Employer and the Union recognize that unit employees may be seriously affected by a reduction-in-force (RIF), reorganization, and/or transfer of function action. Therefore, the parties agree to negotiate on the impact procedures that the employer must observe in exercising its rights, as well as all arrangements to mitigate the adverse impact on unit employees arising from the exercise of management's actions. Such negotiations shall be conducted in a way that would not prevent the employer from acting at all or preventing the Union from negotiating.

Section 2. Notification to Union.

A. To insure that negotiations are undertaken promptly and to avoid unnecessary delays, the Employer agrees to notify the Union at the very earliest possible date in advance of any proposed reduction-in-force, reorganization and/or transfer of functions. Such notification shall be in writing and prior to any notification to affected unit employees. The Employer shall furnish all documents and data directly or indirectly related to the aforementioned actions at the same time notification is provided to the Union.

B. Such notification will include but not be limited to: (1) reason for the reduction-in-force or transfer of function or reorganization; (2) the approximate number of employees who may be affected initially; (3) the types and numbers of jobs that may be involved initially in such actions; (4) the anticipated effective date that action will be taken; and (5) records,

surveys, studies, statistics, or other documents relating to any contract or proposed contract for work formerly done by bargaining unit employee(s).

Section 3. Agency Notice to Employees.

The agency must give a minimum advance (general) notice of 90 calendar days to an employee(s) involved in a transfer of functions, reorganization or a reduction-in-force. Specific notices of reduction-in-force shall be given each affected employee at least thirty (30) calendar days prior to the effective date, unless no general notice has been issued, in which case each affected employee will be given a specific RIF notice at least sixty (60) calendar days prior to the effective date.

ARTICLE 24

CONTRACTING OUT

Section 1. Negotiations. The Employer and the Union recognize that unit employees may be seriously and adversely affected by a reduction-in-force, reorganization, and/or transfer of function action. Therefore, the parties agree to negotiate on the procedures to be followed in implementing decisions in such cases and in reducing the impact on affected employees in the bargaining unit.

Section 2. Notification. The Employer agrees to notify the Union when a function has been scheduled for a review or when solicitation of bids is sought in accordance with OMB Circular A-76 or when a review is not sought if less than 10 full-time employees (FTE). At that time, for functions where a review is scheduled, the Union may submit its views and recommendations on achieving the most efficient and effective organization during the Employer's study time frame. The Employer agrees to give full consideration to the views and recommendations of the Union.

Section 3. Impact Bargaining. Upon receipt of notification of the Employer's decision to contract out work which is presently being performed by bargaining unit employees, the Union may, within 15 workdays, request negotiations concerning the impact on bargaining unit employees of the decision to contract out. Upon timely request from the Union, the parties shall meet and confer within 30 calendar days concerning the impact on bargaining unit employees of the decision to contract out.

Section 4. Placement/Retraining. The Employer agrees to attempt to minimize the impact on employees in the bargaining unit when a function is contracted out. In this regard, if the Employer elects to engage in placement

efforts, affected employees may be afforded placement rights and retraining in accordance with applicable rules, regulations and procedures including the terms of this agreement governing reduction-in-force actions.

## ARTICLE 25

### STAFFING

Section 1. General: To the extent possible, under governing rules, regulations, and policies, the Employer will utilize the skills and talents of its employees to achieve their highest potential and the park's mission. Subject to the requirements of the National Park Service Merit Promotion Plan, Release No. 74, and the Upward Mobility program, consideration will initially be given to permanent employees within the unit for advancement to unit positions for which they are rated qualified.

However, the Employer 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 appointments from appropriate Office of Personnel Management (OPM) certificates of eligibles.

Section 2. 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. The vacancy announcements will be displayed on the bulletin board at the employees' place of work, and shall be maintained on a current basis. The Union President will be provided a copy of vacancy announcements pertaining to positions in the bargaining unit.

Section 3. Absent Employees: The Employer should make reasonable efforts to bring vacancy announcements to employees' attention when employees

are likely to be interested in applying and may not see vacancy announcements. Such instances include working in the back country, on furlough or leave, on extended absence due to illness or detail, at training courses, in military service, serving in public international organizations or Intergovernmental Personnel Act assignments, among others. In such circumstances, the employee may apply orally to his or her supervisor who will communicate this information by memorandum to the Personnel Office accepting applications prior to the closing date for receipt of applications. In the extended absence of an employee, another employee may submit a memo indicating the absent employee's desire to be considered for the vacancy. The applicant will then be allowed 5 calendar days beyond the regular closing date within which a SF-171 and other necessary written documents must be received in the servicing Personnel Office. The Personnel Office issuing the announcement has the authority to extend this 5-day period if circumstances justify such action.

Section 4. Rating of Applicants: Applications received for an announced vacancy will be reviewed and if it is determined that there are more than 5 qualified candidates a rating panel will be convened. The rating panel will examine all applications, evaluate them, and assign a numerical rating based upon the applicant's qualifications and the rating guide. The weighting factor assigned by management will then be used by the panel to determine the final numerical rating. Based on these scores, the certificates will be limited to five candidates.

If there are fewer than five applicants, all qualified candidates will be referred to the selecting official for consideration. If more than one position is to be filled from a certificate, one additional candidate will be certified for each additional position.



Section 5. Access to Records: The President of the Union or his designee will be permitted to review records used as a basis for ranking and selecting employees for any promotion action, such as: the promotion certificate, pertinent production records, record of awards received, training, experience, education records, all performance appraisals, and the selecting supervisor's statement of his reasons for making the selection s/he did. Crediting plans may be reviewed by the Union to process a grievance. The Union's review shall be restricted by applicable Federal Law or appropriate regulations, including the Privacy Act.

Section 6. Employee Requests for Information: Each employee is encouraged to seek answers to questions about the promotion program or specific promotion actions from his/her supervisor or the Personnel Office. When requested, the following information will be provided to the employee regarding a specific promotion action:

- Whether the employee was rated eligible for the position according to X-118 Qualification Standards;
- If the employee was rated among the best-qualified;
- Who was selected for the position (after appropriate notification procedures have been made); and
- In what area, if any, the employee should improve.

If requested by the employee, the Employer will provide this information in a timely manner.

Section 7. Temporary Promotions: First consideration for temporary promotions will be given to the best qualified employees in the immediate work area and next lower grade. An employee detailed to a higher-graded position for more than ten (10) 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. Temporary promotions for less than 120 days shall be made non-competitively. Temporary promotions to higher-graded positions expected to last longer than 120 days will be filled using competitive procedures.

Section 8. Details: Employees may be detailed to the same or lower-graded positions for an initial period of up to 120 days with extensions in 120 day increments up to one year. Details of 14 calendar days or more are to be officially recorded in the employee's OPF.

ARTICLE 26

INTRAPARK TRANSFER

Section 1. Filling of a Vacancy by Intrapark Transfer: Any bargaining unit employee who wants to be transferred to another duty station may file a request for transfer with the personnel office. Such a request must include (a) the employee's current duty station, grade and position; and (b) the duty station(s) and position for which the employee would like to be considered. Requests for transfer will be kept on file by the personnel office for a period of twelve months from receipt.

The Employer will consider volunteers from among employees for the position to be filled and for which the volunteer is qualified and meets any special requirements.

Section 2. Intrapark Transfer for Employee Convenience: The Employer will consider the request of an employee who, for personal convenience, asks to be transferred at his/her own expense to fill a vacant position for which he/she is qualified and meets any special requirements.

Section 3. The Union President or his/her designee will be notified of all proposed transfers of bargaining unit employees.

ARTICLE 27

LAW ENFORCEMENT

Section 1. The Employer and the Union agree that Visitor Protection standards (which also serve to protect employees) should be maintained at the highest possible professional level to accommodate the mission of the Blue Ridge Parkway.

Section 2. The Employer and the Union recognize that the National Park Service Law Enforcement Policy and Guideline NPS-9 contains policies, procedures and guidelines which must be followed in order to achieve the law enforcement mission of the National Park Service.

## ARTICLE 28

### PERSONNEL RECORDS

Section 1. Material placed in the employee's Official Personnel Folder, as allowed by the Office of Personnel Management rules and regulations, may be discussed with the employee. The employee will be given that copy designated as "employee copy" of the material placed in his/her Official Personnel Folder.

Unfavorable material placed in an employee's Official Personnel Folder shall be discussed with the employee to the extent that disclosure of the material is required under appropriate laws, rules and regulations, the Privacy Act of 1974 and the Freedom of Information Act.

Employees shall be advised of the length of time the Employer intends to maintain unfavorable material in the Official Personnel Folder. If the Employer reduces the time in which it maintains such material in the Official Personnel Folder, the employee shall be so notified.

Section 2. The Employer will ensure that employee files or records maintained by supervisors will be secured or maintained to prevent improper disclosure. Documentation relied upon to take a disciplinary action against an employee will be provided to the employee at the earliest appropriate time. Supervisors' files on individual employees will be periodically reviewed and purged of noncurrent material.

Section 3. The right of the employee to review his/her Official Personnel Folder at reasonable times and upon request to the appropriate official is subject to the provisions in Section 1 of this Article.

ARTICLE 29

COMMITTEES

Section 1. The Union will be granted membership on Parkway committees affecting bargaining unit members' conditions of employment. Presently, these committees include communications coordinating committee, equal opportunity committee, park housing committee(s), Parkway safety committee(s), training committee, and uniform committee. The Union will be provided at least one member on future continuing committees affecting conditions of employment. It is agreed that these committees are advisory in nature and will recommend actions to be taken by the Employer.

ARTICLE 30

DUES WITHHOLDING

Section 1. Eligibility. Any bargaining unit employee may have dues deducted through payroll deductions. Such deductions will be discontinued when the employee leaves the unit of recognition, ceases to be a member in good standing of AFGE, or submits a timely revocation form under the procedures of this Article.

Section 2. Union Responsibilities. The Union agrees to:

A. Inform management, in writing, of the following:

1. the dues amount(s) or changes in dues amounts;
2. the names of the local union officials responsible for certifying on each employee's authorization form the amount of dues to be withheld, and for certifying to management changes in allotments; and
3. the name and address of the payee to whom the remittance checks should be made.

B. Promptly forward completed and certified SF-1187's and SF-1188's to the Personnel Office.

Section 3. The Employer's Responsibilities. It is the responsibility of management to:

A. Process voluntary allotments of dues in accordance with this Article and in amounts certified by the Union.

B. Withhold employee dues on a bi-weekly basis.

C. Transmit remittance checks to the local allottee designated by the Union in accordance with this Article, as expeditiously as possible at the end of each pay period, together with 2 copies of a listing containing the following information:

1. the name of the employee and the amount of dues withheld.
2. identification of active employees for whom allotments have been temporarily stopped.

Section 4. Procedures for Withholding. Bargaining unit members wishing to have their dues withheld by payroll deduction will submit their completed SF-1187's to the Union designated officials. These officials will certify the form and include the amount of dues to be withheld. The certified SF-1187 will be forwarded to the Personnel Office for processing. Personnel will ascertain that the employee is in the unit of recognition and forward the SF-1187 to the appropriate processing office within 7 workdays. Questions concerning whether an employee is in the unit of recognition and eligible for payroll deduction of union dues will be resolved through consultations between the Personnel Officer or designee and local Union officials and/or through a unit clarification petition. In the event a clarification of unit petition is filed, the employees dues will be withheld pending a decision on the petition.

Section 5. Changes in Dues Amount. At any time there is a change in dues structure, the local will send a memorandum to the appropriate employer noting the amount of the change. Notification of dues changes must be received by the payroll office at least 2 weeks prior to the beginning of the pay period for which the change is effective. The memorandum must be signed by the Union president or official authorized to certify dues withholding forms.

Section 6. Requests for Revocation of Dues Withholding will be accepted at any time. The effective date of such revocation will be on the first completed pay period immediately after either of the following dates:

- (a) If the employee has participated in the dues withholding program for



more than one year, he may only revoke his authorization of dues withholding on September 1 of each year.

(b) If the employee has participated in the dues withholding program for less than one year, he may revoke his authorization of dues withholding on the first anniversary of the processing of the Authorization of Dues Withholding, and thereafter, in accordance with section (a) above.

The Union representative will certify by date and signature the date the SF-1188 is given to the Union representative or by some other appropriate date stamping device.

Section 7. Anytime Blue Ridge Parkway officials request the Regional Personnel Office in writing to discontinue an employee's dues withholding because the employee has left the unit of recognition (i.e., promotion, reassignment, etc.), a copy of such request shall be provided to the Union. Where a dispute arises over whether or not the person has left the unit, the procedures outlined in Section 4 will be used.

Section 8. All payroll deductions and transmittals will be made at no cost to the Union.

Section 9. Union dues will not be withheld when an employee's net salary for the pay period involved is insufficient to cover the dues after other legal and required deductions have been made.

## ARTICLE 31

### DURATION OF THE AGREEMENT

Section 1. The effective date and the anniversary date of this agreement shall be the date of approval of the Director of Personnel, Office of the Secretary, Department of the Interior. This agreement shall remain in effect for three years and shall automatically be renewed for one year on each anniversary date thereafter, unless a proper representation challenge is made by another union, or no earlier than 105 calendar days nor less than 60 calendar days prior to such date either party gives written notice to other of its desire to amend, to renegotiate, or to terminate the agreement. The notice must be acknowledged by the other party promptly upon receipt. The present agreement will remain in full force and effect during the renegotiation of said agreement and until such time as a new agreement is approved.

Section 2. This agreement will be amended as required to comply with law, court decision, or appropriate authority. Requests for amendments shall be in writing and must be accompanied by a summary of the modifications or amendments proposed. Negotiations will begin within 30 days.

Representatives of the Employer and the Union will meet to negotiate the matter and no changes other than those required or covered by the summary shall be considered unless mutually agreed to. Such amendments will become effective upon approval by the Director of Personnel, Department of the Interior.

ARTICLE 32

COPIES OF AGREEMENT

Section 1. A copy of this agreement shall be provided by the Employer to each employee in the unit. The Union shall be furnished copies for further distribution.

Section 2. The expenses for printing and distribution of this agreement shall be borne equally by the Employer and the Union.

REPRESENTATIONAL ACTIVITIES

Date: \_\_\_\_\_

At \_\_\_\_\_ (a.m.), \_\_\_\_\_, became engaged in  
(p.m.) (name of employee)

EO

Union

Individual

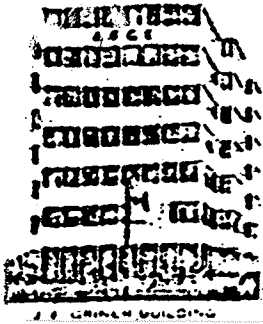
Management

representational activities. He/she returned to

regular duties at \_\_\_\_\_ (a.m.)  
(p.m.)

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Employee



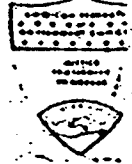
# AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

AFFILIATED WITH THE AFL-CIO

KENNETH T. BLAYLOCK  
NATIONAL PRESIDENT

JOSEPH O. GLEASON  
EXECUTIVE VICE PRESIDENT

NICHOLAS J. NOLAN  
NATIONAL SEC. TREAS.



IN REPLY PLEASE RE

## GRIEVANCE REPORT

Employee \_\_\_\_\_ Address \_\_\_\_\_

Division/District: \_\_\_\_\_ Position Title: \_\_\_\_\_

Nature of Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What section of contract or regulation apply: \_\_\_\_\_

Remedial Action Requested: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Signature of Employee: \_\_\_\_\_

Date: \_\_\_\_\_ Steward Signature: \_\_\_\_\_

Grievance Received: \_\_\_\_\_

Supervisor Signature & Date: \_\_\_\_\_

Supervisor Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In witness whereof the parties hereto have entered into this agreement the 17th day of October 1988.

For Employer:

[Redacted signature area for Employer]

For Union:

[Redacted signature area for Union]

Approved:

[Redacted signature area for Director of Personnel]

Director of Personnel  
Office of the Secretary  
Department of the Interior


11/10/88  
Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

AFGE LOCAL 446 AND THE BLUE RIDGE PARKWAY

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



Acting Superintendent  
Blue Ridge Parkway

1-4-89  
Date



Vice President  
AFGE Local 446

1/4/89  
Date