

LABOR - MANAGEMENT AGREEMENT

Between

YELLOWSTONE NATIONAL PARK

and

LOCAL UNION NO. 322
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)
AFL-CIO

2013

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ARTICLE 1

GENERAL PROVISIONS

SECTION 1. Authority: This Labor-Management Agreement, together with any amendments which may be agreed to during the duration of this Labor-Management Agreement, is entered into under the authority granted by Title VII, Civil Service Reform Act (CSRA) of 1978 (Public Law 95-454), and in accordance with the regulations of the U.S. Department of the Interior and the National Park Service.

SECTION 2. Coverage: This Agreement is applicable to all wage grade seasonal and permanent employees of Yellowstone National Park. The local union hereby recognizes its responsibility for representing the interest of all such employees without discrimination and without regard to labor organization membership. Excluded are managerial officials, guards, employees engaged in federal personnel work in other than purely clerical capacities and supervisors. This Agreement is made between Yellowstone National Park, Wyoming, hereinafter referred to as "the Employer," and Local Union No. 322, International Brotherhood of Electrical Workers, AFL-CIO, hereinafter referred to as "the Union."

SECTION 3. Purpose of this Agreement: It is the intent and purpose of the parties hereto to promote and improve the efficient administration of Yellowstone National Park, Wyoming, in the public interest and the well-being of employees within the meaning of Title VII of the CSRA, to establish a basic understanding relative to personnel policies, practices, and procedures and matters affecting other conditions of employment; and to provide means for discussion and adjustment of these matters.

ARTICLE 2

PROVISIONS OF LAW AND REGULATIONS

SECTION 1. It is agreed and understood by the Employer and the Union that in the administration of matters specifically covered by this agreement, the parties shall be governed by law and government-wide, Department of the Interior and National Park Service rules and regulations in effect at the time of approval of this agreement.

SECTION 2. This agreement shall be in conformance with present and future laws. The Employer shall not enforce any rule or regulation which is in conflict with this agreement if the rule or regulation is prescribed after the effective date of this agreement unless it is required by law.

ARTICLE 3

RIGHTS AND OBLIGATIONS OF THE EMPLOYER

SECTION 1. Management Rights: Nothing in the interpretation or application of this Labor Management Agreement shall preclude the Employer from the full exercise of its rights as outlined in 5 U.S.C. §7106 (a) and (b) of the Federal Service Labor-Management Relations Statute. These rights include the Employer's right:

- a. to determine the mission, budget, organization, number of employees

and internal security practices of the Agency; and

- b. in accordance with applicable laws:
- (1) to hire, assign, direct, layoff, and retain employees, or to suspend, remove, reduce-in-grade or pay, or take other disciplinary action against employees for just cause;
 - (2) 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;
 - (3) 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;
 - (4) to take whatever actions may be necessary to carry out the Agency mission during emergencies;
 - (5) to determine the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty; and
 - (6) to determine the technology, methods, and means of performing the work.

SECTION 2. The Employer retains all other rights in accordance with applicable laws and regulations, except for those specific modifications contained in this Agreement.

ARTICLE 4

RIGHTS AND OBLIGATIONS OF EMPLOYEES AND THE UNION

SECTION 1. An employee may join or refrain from joining the Union without interference, coercion, restraint, discrimination, or reprisal from management or the Union. The Employer will not encourage or discourage an employee from joining the Union.

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

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

SECTION 4. An employee has the right to have both the Employer and the Union apply all provisions of this Agreement fairly and equitably to all employees of the unit without regard to race, creed, color, national origin, sex, age as prescribed in existing regulations, marital status, physical handicap, lawful political affiliation(s), or membership or non-membership in a lawful union.

SECTION 5. The Union shall not call or engage in a strike, work stoppage, or slowdown; picket the National Park Service in a labor-management dispute; or condone any such activity by failing to take affirmative action to prevent or stop it.

SECTION 6. Solicitation of membership or dues and other internal business of the Union shall be conducted in the non-duty hours of the employees concerned. Canvassing and soliciting shall be conducted outside regular working hours. For this purpose, lunch periods are considered outside regular working hours.

ARTICLE 5

CONSULTATION AND NEGOTIATION

SECTION 1. Both parties to this Agreement have the responsibility of conducting their negotiations and consultations in good faith and otherwise in such manner as will further the purpose of Title VII of the CSRA. They agree to make every reasonable effort to resolve all differences which arise between them in connection with the administration of this Agreement.

SECTION 2. It is agreed and understood that matters appropriate for consultation between the parties are personnel policies, programs, and procedures relating to working condition that affect bargaining unit employees.

It is further recognized that this Agreement is not all-inclusive and the fact that certain working conditions have not been specifically covered in the Agreement shall not alleviate the responsibility for either party to consult with the other as appropriate on changes to working conditions.

Accordingly, when a park-wide committee is established to discuss issues that may pertain to working conditions of bargaining unit employees, the Union will be notified and provided an opportunity to provide input on the matter.

SECTION 3. The provisions of this Agreement will not be changed during its life absent mutual consent of the parties unless the Employer proposes changes in personnel policies, practices, and matters affecting working conditions of bargaining unit employees. In such instances, the Employer agrees to give the Union notice and the opportunity to comment and/or, if appropriate, to request negotiations. The notice and response period will be fourteen (14) calendar days. The Union may request, by telephone to the Park Human Resources Officer with a follow-up in writing, an extension of this time limit for unforeseen circumstances. Requests for negotiation must state the specific subject matter to be considered. In some situations, it may be necessary to implement an Employer decision prior to the completion of negotiations. Such is allowable, subject to revision of the matter in accordance with the resolution of the negotiations.

SECTION 4. Negotiability disputes and/or impasses will be resolved in accordance with appropriate regulations by the Federal Labor Relations Authority or the Federal Service Impasses Panel, following proper notification and intervention by the Federal Mediation and Conciliation Service.

SECTION 5. Employees serving as union representatives will be authorized official time for all time spent in negotiating during regular working hours.

ARTICLE 6

UNION REPRESENTATIVES AND STEWARDS

SECTION 1. The Employer agrees that to enable the Union to meet and discharge its obligations and

responsibilities under the Agreement, authorized union representatives shall be permitted to visit the Park and places of work in the Park during working hours, provided that such visits will not interfere with Park operations.

SECTION 2. Authorized union representatives shall confine their activities during working hours to matters relating to this Agreement and will make their presence known to the Park Human Resources Officer upon arrival.

SECTION 3. Stewards shall be designated by the Union from unit employees as needed, not to exceed seven (7), to be geographically dispersed throughout the park, and the Union shall supply the Employer with their names and the area in which each is to serve, which list shall be posted on appropriate bulletin boards.

SECTION 4. Stewards are authorized to perform and discharge the duties and responsibilities which may be properly assigned to them by the Union provided there is no interference with park operations.

SECTION 5. Stewards may request a reasonable amount of official time to meet with bargaining unit employees, supervisors, and/or management officials to discuss problems and grievances. The determination of what constitutes a reasonable amount of time for union representation purposes will be determined based on the requirement that the expenditure of official time must be mutually beneficial to the Employer and its employees. Stewards shall balance their NPS workload and priorities with their Union representation functions. Use of official time will be permitted only for one Steward at a time for each problem or grievance unless otherwise mutually agreed. If the Employer determines that a Steward has spent more than reasonable time on representational functions and such use of time has resulted in undue interference with agency operations or their assigned duties, unreasonable costs, or a conflict of interest, the Employer will consult with the Union in an effort to determine the proper course of action. If no agreement can be reached, the Employer will advise the Union of any official time limitations for the Steward. In all cases, the amount of official time for representational functions should be obtained by balancing the effective conduct of government business with the rights of employees to be represented on matters relating to their employment.

SECTION 6. Stewards shall not use their official office for unwarranted absence from duty and shall obtain permission by giving valid reasons to the supervisor before leaving their worksite. Permission must also be obtained from the supervisor of any bargaining unit employee being contacted. The Steward and/or bargaining unit employee will be released provided that workload requirements do not prohibit the release. Stewards and/or bargaining unit employees will report their return to work with their supervisors.

SECTION 7. Activities concerned with internal Union business and activities not specifically authorized by the terms of this agreement shall be performed only during the non-duty hours of the Stewards and bargaining unit employees involved.

SECTION 8. The Employer agrees that there shall be no discrimination against Stewards because of the performance of their official Union duties.

SECTION 9. The Union will supply the Park Human Resources Officer with the name, address, and phone number of the local Union's principal point of contact.

SECTION 10. The Employer agrees to allow up to seven Stewards forty hours of leave without pay per year for the purpose of attending Union sponsored training. The forty hours is not cumulative and constitutes the maximum amount allowed for each Steward. All expenses must be borne by the Union or

the Employee. Request for the leave without pay must be made in writing to the Employer not less than fourteen calendar days prior to the training.

ARTICLE 7

GRIEVANCE/ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

SECTION 1. The purpose of this Article is to provide for a method of resolving workplace disputes, including grievances, in an expeditious and fair manner and at the lowest level possible. This negotiated procedure will be the exclusive procedure for employees in the unit for resolving grievances covered by this Agreement. Nothing in this Agreement will prevent the Union or employees from exercising the option of appealing adverse actions to the Merit Systems Protection Board (MSPB); or processing any prohibited personnel practices defined in law through the appropriate statutory appeals process; or filing charges outlined in 5 U.S.C. 7116, provided that the Union or employee has not filed a formal grievance on the matter in accordance with this Agreement.

SECTION 2. Alternative Dispute Resolution Procedure (ADR)

Bargaining unit employees may elect (as an alternative to the formal grievance procedure) to process a grievance by using the Department of Interior's CONflict REsolution program, CORE PLUS, as established in Departmental Manual 370 DM 770 and the CORE PLUS Handbook, provided that the employee meets the timeframes established herein for filing a grievance at either Step 1 or Step 2 of the grievance procedure. The CORE PLUS program provides a non-adversarial means of achieving a positive outcome for both parties involved in the grievance.

Provided that an employee is timely in meeting the timeframes for filing a grievance, the employee may initially choose to process the grievance using the CORE PLUS program. Prior to receiving a Notice of Results and Options from the CORE PLUS program, the employee may choose to return to the formal grievance procedure at the appropriate Step. If a Notice of Results and Options has been issued, it will serve as a response at the corresponding Step of the grievance procedure had the employee initially chosen that procedure and will provide the employee with the option of continuing the grievance at the next appropriate Step of the grievance procedure within 15 calendar days. Subsequent time frames for processing the grievance at the next appropriate Step of the grievance procedure are extended from either the date of the issuance of a Notice of Results and Options or written notice by the employee that s/he no longer elects to continue the grievance through the CORE PLUS program.

Grievances submitted under the CORE PLUS program that are outside the time frames of the grievance procedure will be considered untimely and not accepted as an issue appropriate for processing as a grievance. However, as a separate and distinct process apart from the grievance procedure, the employee may request that the CORE PLUS program be utilized in an attempt to resolve the matter. An employee may elect to be represented in the CORE PLUS process in accordance with the provisions of this article.

SECTION 3. Definition: A grievance means a complaint:

- a. by an employee concerning any matter relating to the employment of the employee;
- b. by any labor organization concerning any matter relating to the employment of any employee; or
- c. by any employee, labor organization, or agency concerning (1) the effect or interpretation or a claim of breach, of a collective bargaining agreement; or (2) any claimed violation,

misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

SECTION 4. Representation

Only the Union or a representative designated in writing by the Union to act on their behalf may represent employees in presenting grievances under this procedure. However, any employee or group of employees may personally present a grievance and have it adjusted without representation by the Union, provided that the Union is given the opportunity to be present at the final resolution of a grievance that has been advanced without a representative. The Employee and/or their Union representative will take affirmative steps to resolve their concerns at the lowest possible level. The Union will ascertain the validity of complaints prior to assisting employees in initiating grievances and will discourage the filing of grievances that appear to be without merit.

SECTION 5. Excluded from coverage under this grievance procedure are matters concerning:

- a. any claimed violation related to prohibited political activities;
- b. retirement, life insurance or health insurance;
- c. suspension or removal for national security reasons under 7532 of the CSRA;
- d. any examination, certification or appointment;
- e. the classification of any position which does not result in the reduction-in-grade or pay of an employee;
- f. termination of an employee during the probationary period;
- g. termination of temporary employees;
- h. non-selection for promotion from a group of properly ranked and certified candidates;
- i. decisions regarding contracting out; and
- j. equal employment opportunity (EEO) complaints.

SECTION 6. At a minimum, all Employee/Union grievances must state the specific issue giving rise to the grievance, the specific section of the law, rule, regulation, provision of the agreement, or condition of employment allegedly violated, and the remedy desired. The remedy requested must be personal to the grievant(s) and within the authority of Management to grant in accordance with all applicable laws, rules and/or regulations. Issues and remedies not specifically raised at the initial step of the grievance procedure are not appropriate to raise at subsequent steps and will not be addressed at subsequent steps of the grievance procedure.

SECTION 7. Employee Grievances:

Step 1 - An employee grievance is a grievance filed by an individual employee and/or their appropriately designated representative that involves an issue that primarily affects the individual employee. The employee must designate in writing the name of their representative if they elect to have one. All grievances by an employee and/or filed on behalf of an employee by their designated representative must be presented in writing to the lowest level of Management with authority to resolve the grievance within fifteen (15) calendar days of the occurrence of the event or action prompting the grievance, otherwise, the date the grievant became aware of or should reasonably have been expected to become aware of the event

or action. A grievance concerning a disciplinary action taken must be filed with the management official who made the decision. Management may make whatever investigation they deem necessary. The management official at the lowest level with authority to resolve the matter will provide a written decision to the grievant and/or the Union representative within fifteen (15) calendar days after the presentation of the grievance.

Step 2 - If the grievant is dissatisfied with the decision given at the Step 1 level, the grievant may submit the grievance, in writing, to the next higher level of management with authority to resolve the grievance within fifteen (15) calendar days of receipt of the decision at Step 1. The Management official at Step 2 shall, within fifteen (15) calendar days of receipt of the grievance, render a written decision.

Step 3 - If the grievant is dissatisfied with the decision given at Step 2, the grievance may be submitted to the next higher level Management official at the park level with authority to resolve the grievance, if applicable within fifteen (15) calendar days of the decision at Step 2. A written decision shall be rendered by designee within fifteen (15) calendar days of the receipt of the grievance. If the grievant is dissatisfied with the decision rendered at Step 3, the Union may invoke arbitration within fifteen (15) calendar days of receipt of the written Step 3 decision. Only the Union may invoke arbitration.

SECTION 8. Union and Employer Grievances:

- a. Union grievances are Union initiated grievances that have the potential to affect the entire bargaining unit. Such grievances and Employer grievances against the Union must be filed in writing to the appropriate official of the other party with authority to resolve the grievance within fifteen (15) calendar days after either the occurrence of the action or incident giving rise to the grievance or of the date the Union or Employer became aware of or should have reasonably been expected to become aware of the incident.
- b. The parties will meet within fifteen (15) calendar days after receipt of the grievance to discuss the grievance.
- c. The grieving party will be furnished a decision by the other party within fifteen (15) calendar days from the date of this meeting.
- d. If dissatisfied with the decision, the grieving party may invoke binding arbitration. A written invocation for binding arbitration must be forwarded to the other party within fifteen (15) calendar days following the date of decision.

SECTION 9. The timeframes set forth in this Article may be extended only by mutual consent of the parties to this Agreement. Unless mutual agreement is reached for extending the timeframes, failure to meet the established timeframes will result in the following:

- a. if the grievant fails to meet the time limits at any step of the procedure, the grievance will be dismissed.
- b. if the Employer fails to respond within the required time limits, the grievance may be advanced to the next step in the procedure.

SECTION 10. A reasonable amount of time during working hours without charge to leave will be granted for employees and employee representatives in presenting grievances, including attendance at meetings with various supervisory levels of the Employer. Use of such time requires request and approval of the appropriate supervisors. Employees who are called as witnesses at any step of the procedure will be

in a duty status while serving in such capacity, if otherwise in a duty status.

SECTION 11. Arbitration

- a. Only the Union or the Employer can invoke arbitration. Within fifteen (15) calendar days following receipt of a written request for arbitration the moving party will submit a request to the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators.
- b. The parties will meet within fifteen (15) calendar days following receipt of the list to select an arbitrator. If the parties cannot mutually agree upon one of the listed arbitrators, the Employer and the Union will each strike one arbitrator's name from the list, repeating this procedure until one name remains. The moving party will strike the first name.
- c. The arbitrator's fees and transcription costs of the arbitration will be borne equally by the Employer and the Union.
- d. The decision of the arbitrator will be final and binding upon the parties; however, either party may file exceptions and/or appeals in accordance with applicable law and regulations.
- e. The Employer and the Union agree that the jurisdiction and authority of the chosen arbitrator will be confined exclusively to the interpretation of the express provisions of law, rule, regulation, or labor-management 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, or regulation or contract provisions of this Labor-Management Agreement. Any award may not include the assessment of expenses against either party other than as agreed to in this Agreement.

SECTION 12. In the event that either party should declare a complaint non-grievable or non-arbitrable, the original complaint will be considered amended to include this issue. The grievability/arbitrability issue will be decided as a threshold issue. Should the arbitrator rule that the complaint is non-grievable/non-arbitrable, the grievance will be dismissed without consideration of the merits of the grievance.

ARTICLE 8

PAYROLL DEDUCTION FOR UNION DUES

SECTION 1. In accordance with Title VII, CSRA (Public Law 95-454) and the regulations of the Office of Personnel Management and the Department of the Interior, the Employer agrees to deduct Union dues from an employee's wages within two pay periods after receipt of the employee's authorization on Form 1187 by the Human Resources Operation Center (HROC).

SECTION 2. Authorization must be on the Standard Form 1187 prescribed by the Office of Personnel Management. The Union agrees to purchase the forms from the Government Printing Office, to solicit the authorizations, to certify the amount of dues to be deducted, and to inform and educate its members of the allotment program and the voluntary use of allotment forms.

SECTION 3. The amount withheld shall be deducted on each biweekly pay period. The total amounts withheld shall be remitted via direct deposit to the bank account for Local Union No. 322, IBEW, after each bi-weekly pay period together with a listing of employee's names and amounts withheld. Deductions of membership dues shall be made in a flat sum from each bi-weekly paycheck, provided

there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee or required by law have been satisfied.

SECTION 4. In the event of termination of employment, the obligation of the Employer to collect dues shall not extend beyond the bi-weekly pay period in which the employee's last day of work occurs.

SECTION 5. Authorizations will remain in effect until: (1) the employee leaves the unit for which Local Union No. 322 has been granted exclusive recognition, (2) the employee ceases to be a member of Local Union No. 322 in good standing, (3) the loss of exclusive recognition by Local Union No. 322, or (4) the employee revokes his authorization in writing as outlined below.

SECTION 6. A member may revoke his/her allotment of union dues by submitting to the Payroll Office a completed and signed Standard Form No. 1188. When a member does not use a SF-1188, other written notification of revocation signed and dated by the member will be accepted. The effective date of any revocation cannot be less than one (1) full year after the effective date of initial membership in the Union. Such revocation by an employee will be processed to be effective at the beginning of the first full bi-weekly pay period after it is received in the payroll office and the one (1) year requirement is met. The Park agrees to promptly notify the Union of any revocation of an allotment by an employee.

SECTION 7. Termination of dues withholding shall be automatic when an employee is expelled or is assigned to a position outside the bargaining unit. The Union will promptly notify the payroll office in writing when a member of the Union is expelled or ceases to be a member.

SECTION 8. A change in the amount of dues to be deducted may not be made by the Union more frequently than once each twelve months.

SECTION 9. Dues erroneously withheld and transmitted to the Union from the pay of non-members, former members, or members who cease to be a part of the bargaining unit will be withheld from subsequent remittances due to the Union.

ARTICLE 9

APPOINTMENT, TENURE, AND SECURITY

SECTION 1. It is the policy of the Employer to provide employment for hourly employees consistent with the statutory and budgetary limitation and the Employer's labor requirements.

SECTION 2. The Employer will select all employees in accordance with the provisions of applicable law, rules, and regulations.

SECTION 3. All suspensions, terminations, or discharges of employees shall be in accordance with applicable law, rules, and regulations.

SECTION 4. The Employer agrees to give the maximum amount of advance notice, consistent with sound management, of proposed reductions in force.

SECTION 5. Management's decision to appoint seasonal rehire eligibles will be based on performance, conduct, suitability and/or other appropriate factors such as seniority.

ARTICLE 10

PROMOTION POLICY

SECTION 1. The Employer will maintain a policy of promotion in accordance with the Departmental Merit Promotion Plan. It is objective of the Merit Promotion Plan to assure that positions are filled with the best qualified candidates available in order to enhance the accomplishment of the Park's mission.

SECTION 2. Only valid job-related factors will be used in evaluating employees for position vacancies in the bargaining unit.

SECTION 3. When a permanent employee is temporarily assigned to a position of higher grade and pay for in excess of thirty (30) consecutive calendar days; the employee will be given, beginning on the 31st day, a temporary promotion to the position if the Employer determines that: 1) the employee will be performing the full range of higher level duties; 2) there is a continuing need for the performance of the higher level duties; and 3) the employee is fully qualified for promotion to the grade level of the position. The decisions to temporarily promote, and on the length of the promotion, are made by the Employer, and those decisions are final, consistent with applicable law, rules, and regulations. Temporary promotions will be effected in accordance with applicable laws, rules, and regulations.

ARTICLE 11

HOURS OF WORK

SECTION 1. The regular hours of employment of all employees shall be made known to each employee concerned. Such information will indicate how these hours shall be worked in any 24-hour period. Assignments to tours of duty shall be made with as much advance notice to employees as possible, but the advance notice shall not be less than seven (7) days except when functions will be severely handicapped or costs will be substantially increased.

SECTION 2. Whenever necessary, the Employer may call upon employees to perform work during hours or on days other than or beyond those falling within the regularly scheduled tour-of-duty of such employees. In making such overtime determinations, if the Employer determines that more than one employee is equally qualified to perform required overtime work, then the Employer shall attempt to distribute overtime as equitably as possible among all employees consistent with availability, specialized skills, abilities, and geographic location. Qualifications for overtime assignments will be determined by the Employer.

SECTION 3. Employees covered (non-exempt) under the Fair Labor Standards Act (FLSA) who work in excess of their regularly scheduled hours per day, week, or pay period are compensated for that overtime at one and a half times their straight rate of pay. However, at the request of the employee, the employee may be granted compensatory time off in lieu of monetary compensation for an equal amount of overtime worked.

SECTION 4. Employees reporting for work away from headquarters or for outdoor work will not have pay deducted or leave charged when the supervisor directs that, because of weather conditions or any other conditions then existing, the work will not be undertaken.

SECTION 5. All work officially ordered, approved, and performed outside regular work hours will be

compensated in accordance with applicable laws and regulations.

SECTION 6. An employee required to report for work or called from home on other than the employee's day or shift shall receive a minimum credit for two hours working time.

SECTION 7. All holidays designated by Federal Statute or Executive Order will be observed for pay purposes and leave.

SECTION 8. The authority to schedule work rests with the Employer.

ARTICLE 12

SAFETY AND HEALTH

SECTION 1. The Employer agrees to make all reasonable effort to comply with applicable law and regulations relating to the safety and health of employees (including OSHA standards).

SECTION 2. It shall be the ultimate responsibility of the Employer to determine the safeness of work or equipment; however, no employee shall be required to work with equipment or in a manner which is in violation of applicable law, rules, and regulations.

SECTION 3. Environmental differential pay (EDP) will be authorized and paid in accordance with appropriate government-wide regulations. When the Union believes that a hazardous work situation exists that might warrant EDP, the Union will notify Management and provide information and the reasons why the Union believes EDP is appropriate. Management and the Union will then meet to discuss the matter.

SECTION 4. All employees are responsible for working in a safe manner and the prompt reporting of observed unsafe conditions. The Union will cooperate in safety efforts by encouraging bargaining unit employees to work in a safe manner and to obey established safe practices and directives.

SECTION 5. Bargaining unit members are invited and encouraged to attend all safety meetings.

SECTION 6. The Employer agrees to provide protective clothing and equipment in accordance with applicable law, rules, regulations, Job Hazard Analysis (JHA), and Standard Operating Procedures (SOP).

ARTICLE 13

PERSONNEL POLICIES

SECTION 1. Employees shall be entitled to annual and sick leave compensation for job-related injuries, group life insurance, and group health insurance in accordance with existing statutes, laws, and regulations. Deductions will be made from base pay as prescribed by law or regulation.

SECTION 2. The Volunteers in Parks Program at Yellowstone National Park will be operated in accordance with NPS-7.

SECTION 3. When an employee is required to travel away from the official duty station in the performance of official duties, he/she will be entitled to receive a per diem allowance as provided in

accordance with the Standardized Government Travel Regulations. Employees will, as practical, be given 24-hours advance notice that travel away from their official duty station will be required.

SECTION 4. Employees shall not be required to attend on their own time, meetings called by supervisory personnel for the purpose of discussing official activities of the Employer. If the employee is required to attend such meetings, the time spent shall be considered as time worked.

SECTION 5. Management will post data pertaining to monetary performance awards by the end of the calendar year. The data will cover the Fiscal Year ending in September of that year and include the total funds dispersed, divisional allocation, and such information necessary to distinguish percentages awarded to bargaining unit and non-bargaining unit employees.

ARTICLE 14

LABOR - MANAGEMENT FORUM

The parties recognize that the negotiation of a formal agreement is but one element of a successful and effective labor-management relationship. The Employer and the Union agree that open communication between the parties is beneficial to the successful implementation of this Agreement. Therefore, the parties agree to continue the communication process through a Labor-Management Forum (LMF). The LMF will exchange information and discuss appropriate and mutual matters of concern and interest, involving the broad areas of personal policies, practices, and/or working conditions.

ARTICLE 15

DISTRIBUTION OF AGREEMENT

SECTION 1. A copy of this agreement will be available by electronic means and posted by the Union on each designated bulletin board.

ARTICLE 16

DURATION OF THE AGREEMENT

SECTION 1. The effective date and the anniversary date of this Agreement shall be the date of approval by the Director, Office of Human Resources, Office of the Secretary, Department of the Interior. This Labor-Management Agreement will remain in effect for two (2) years and will be automatically renewed for one (1) year on the second anniversary date and on each anniversary date thereafter unless not more than one hundred and five (105) calendar days and not less than sixty (60) calendar days prior to such date either party gives written notice to the other of its desire to amend renegotiate, or terminate the Agreement. In renegotiating this contract, the Employer and the Union will negotiate only those matters, which have been submitted in writing at least sixty (60) calendar days prior to negotiations.

SECTION 2. This Agreement may be amended by mutual consent at any time by submitting the changes in writing and having them duly executed by both parties.

This Labor-Management Agreement is executed by signature of the parties this 12th day of September, 2013.

FOR THE EMPLOYER:

[Redacted Signature]

Chief Negotiator

[Redacted Signature]

Negotiator

[Redacted Signature]

Negotiator

[Redacted Signature]

Negotiator

FOR THE UNION:

[Redacted Signature]

Business Manager, Local #322, IBEW

[Redacted Signature]

Negotiator

[Redacted Signature]

Negotiator

[Redacted Signature]

Negotiator

Concurred:

[Redacted Signature]

Superintendent

[Redacted Signature]

ARD for Workforce Management

8/29/2013

Date Concurred

8/29/2013

Date Concurred

Approved:

[Redacted Signature]

Director, Office of Human Resources

9/23/2013

Date Approved