

BASIC AGREEMENT

Between the

NATIONAL PARK SERVICE

CUYAHOGA VALLEY NATIONAL PARK

JAMES A. GARFIELD NATIONAL HISTORIC SITE

And the

NATIONAL FEDERATION OF FEDERAL EMPLOYEES (NFFE)

LOCAL 2062

International Association of Machinist and Aerospace Workers (IAMAW), American
Federation of Labor – Congress of Industrial Organizations (AFL-CIO)

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PREAMBLE

The Congress finds that:

(1) Experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them;

- a. safeguards the public interest;
 - b. contributes to the effective conduct of public business;
- and
- c. facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment.

(2) The public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government.

To this end, the well-being of employees and efficient administration of the Government are benefited by providing bargaining unit employees an opportunity to participate, as governed by Executive Order, in the pre-decisional involvement (PDI) of personnel policies and practices and other matters affecting the conditions of their employment. As the exclusive representative, the Union will represent the bargaining unit employees in PDI.

Pursuant to and in compliance with Federal Labor Relations Authority (FLRA) and subject to laws and the paramount requirements of public service, effective labor-management relations within the Federal service require a clear statement of the respective rights and obligations of labor organizations and agency management. Therefore, this Agreement is made and entered into by and between the Cuyahoga Valley National Park and James A. Garfield National Historic Site, hereinafter referred to as the Employer and NFFE, FD1, IAMAW, AFL-CIO, Local 2062, hereinafter referred to as the Union.

ARTICLE 1

RECOGNITION AND COVERAGE

Section 1. Parties and Coverage: This Agreement is made by and between the Superintendent, Cuyahoga Valley National Park, National Park Service (CUVA) and James A. Garfield National Historic Site (JAGA), hereinafter referred to as "the Employer" and NFFE, FD1, IAMAW, AFL-CIO, Local No. 2062, hereinafter referred to as "the Union." This Agreement is applicable to: All permanent subject-to-furlough, permanent full-time and part-time General Schedule and Wage Grade employees and nonprofessional term and temporary employees of the Department of the Interior, National Park Service, CUVA and JAGA. Excluded are all term Law Enforcement Park Rangers, professional employees, management officials, supervisors, all temporary employees on appointments of less than 90 days, and employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6), and (7). The Union hereby recognizes its responsibility for representing the interests of all such employees without discrimination and without regard to labor organization membership.

Section 2. The Employer recognizes that, as the exclusive representative of employees in the bargaining unit, the Union has the right to speak for and to bargain on behalf of the employees it represents. The Employer will not bypass the Union by entering into any formal discussions or agreements with other employee organizations or bargaining unit employees concerning all matters affecting personnel policies, practices, or working conditions. The Employer will not assist or sponsor any labor organization other than NFFE in any matter related to grievances, collective bargaining, or conditions of employment of employees in the bargaining unit.

ARTICLE 2

CONTROLLING LAWS AND REGULATIONS

In the administration of matters specifically covered by this Agreement, the parties will be governed by law, this Agreement, and agency rules and regulations not in conflict with this Agreement in existence at the time of the approval of this Agreement.

- a. This administration, application, and implementation will be in conformance with present and future laws.
- b. The Employer will 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 other than one based on law or a rule or regulation implementing Section 2302, 5 U.S.C., Prohibited Personnel Practices. Subsequent changes must be negotiated in accordance with the procedures as described in Article 10, "Negotiations".
- c. The administration, application, and implementation will be in conformance with government-wide rules and regulation.

ARTICLE 3

PRINTING AND DISTRIBUTION OF AGREEMENT

Section 1. The Employer agrees to furnish to the Union within thirty (30) calendar days after approval by the Department of the Interior of the contract, 10 copies of the Agreement and electronic copies (in Microsoft Word and PDF). An electronic copy will be posted on Sharepoint.

Section 2. The Employer will email a copy of the Agreement within thirty (30) calendar days after approval of the contract to each bargaining unit member and park management currently employed. This email will be dedicated to the introduction of this Agreement.

Section 3. The Employer will email a copy of the agreement to all new hires.

ARTICLE 4

DURATION AND EXTENT OF AGREEMENT

Section 1. This Agreement will become effective on the date of final approval by the Department of the Interior or on the 31st day following the date on which the Agreement is executed locally, whichever occurs first.

Section 2. This Agreement and all supplements and amendments will remain in full force and effect from the effective date of the Agreement for three (3) years. The Agreement will be renewed for an additional twelve (12) month period on each anniversary date thereafter unless, between 105 days and 60 calendar days prior to such date either party gives written notice to the other party of its intent to amend, modify, renegotiate, or terminate this Agreement.

- a. If either party requests to amend, modify, or renegotiate this Agreement, such negotiations will commence within 60 days of the written request. This Agreement will remain in effect until a new Agreement becomes effective.
- b. If either party proposes to terminate the Agreement and the other party does not respond within the 45-day open period or within 14 calendar days from the notice of intent to terminate, whichever date is the later, with a proposal to amend, modify, or renegotiate the Agreement, the Agreement will terminate. If the Agreement is terminated, CUVA and JAGA employees will be subject to the same personnel policies and practices and conditions of employment applicable to non-union employees; except that the Dues Withholding and Grievance and Arbitration articles will remain in effect.

ARTICLE 5

RIGHTS AND OBLIGATIONS OF THE EMPLOYER

Section 1. Nothing will affect the authority of any management official to determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and 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; (2) to assign work; to make determinations with respect to contracting out, and to determine the personnel by which operations will be conducted; (3) with respect to filing positions, to make selections for appointments

from among properly ranked and certified candidates for promotion or any other appropriate source; (4) to determine the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty; (5) to determine the technology, methods, and means of performing work; (6) to take whatever action may be necessary to carry out the agency mission during emergencies.

Section 2. Employer recognizes the rights of the Union to negotiate, as appropriate, over the impact and implementation of a management decision involving a retained right, including the right to negotiate procedures for implementing such decisions. All actions are subject to U.S.C., Chapter 71 (Federal Service Labor-Management Relations Statute).

ARTICLE 6

UNION RIGHTS

Section 1. The Employer recognizes NFFE, FD1, IAMAW AFL-CIO, Local 2062 as the exclusive representative of all of the employees in the bargaining unit and will be the instrument through which employees covered by this Agreement will participate, as appropriate, in pre-decisional involvement implementation of personnel policies, practices, and other matters which affect the conditions of their employment. The Employer agrees to accord to the Union such privileges and courtesies commensurate with its status as the exclusive representative of the employees. The Union has the right to meet with the Employer at reasonable times and convenient places and negotiate in good faith with respect to employment, so far as may be appropriate under applicable laws, regulations, and this Agreement.

Section 2. The Union, in accordance with its right to represent, has the right to propose new policy, changes in policy, or resolutions to problems regarding the working conditions of bargaining unit employees and have these proposals given due consideration with a timely response by management. The most common route for proposing new policy will be through the Labor-Management Relations meeting, although other methods may be used. This right will apply at all levels of management within CUVA, JAGA, and the Union, starting with the steward and first-level supervisor.

Section 3. The Union will be given the opportunity to be present at formal discussions between the Employer and an employee, or group of employees, held in the course of proceedings conducted to resolve complaints, grievances, and appeals, or to change any personnel policy or practice, or other conditions of employment.

- a. The Union has the right to be represented at any examination of an employee by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against an employee and the employee requests such representation.
- b. The Union will be allowed up to twenty-four (24) hours to provide a representative at any of the discussions or investigations in a. above. If it is not feasible to give the Union twenty-four (24) hours' notice of such a meeting, only as much advance notice as can reasonably be given under the circumstances will be required and the employer will assure a release from duty of a Union representative.

Section 4. The Employer will permit representatives of the NFFE or IAMAW to visit CUVA or JAGA, subject to visitor control procedures, and when requested by the Local, to participate in the local representational procedures, grievances, appeals, negotiations, membership meetings, membership

drives, training seminars, or any other Union-related functions. Management will accord the National representatives the same recognition as the Local's Union officials.

Section 5. The Employer will recognize the duly elected Local officers and official representatives designated by the Union, including stewards. On an annual basis, the Union will supply the Employer in writing, and will maintain on a current basis, a list of Union officers and official representatives, including the stewards' area of representation. The Union may post the list of Local officers, official representatives, and stewards on official bulletin boards.

Section 6. The Employer will not improperly restrain, interfere with, coerce or unlawfully discriminate against designated representatives of the Union in the exercise of their responsibilities as representatives acting in accordance with applicable laws, regulations, and this Agreement on the behalf of an employee or a group of employees.

Section 7. The Union will have the opportunity to conduct one (1) membership drive, not to exceed fifteen (15) workdays, in a calendar year. This membership drive will be conducted on the Employer's premises, and except for bulletin board advertisements, displays, information tables, and the like, solicitation of members will occur only on non-duty hours and in non-work areas. Facilities and equipment for the drives will be determined by mutual agreement of the parties. Requests for the equipment and facilities needed will be presented to the Employer at least ten (10) workdays prior to the commencement of the membership drive. Procedures governing the conduct of such drives will be negotiated prior to commencement of any drive.

ARTICLE 7

EMPLOYEE RIGHTS

Section 1. Employees have the right to:

- a. A work environment of mutual respect wherein all employees shall be treated fairly and equitably and without discrimination with regard to their race, sex, marital status, age, color, religion, national origin, lawful political affiliation, labor organization membership, physical handicap, or sexual orientation irrespective of the work performed or grade assigned.
- b. Working conditions that are free from recognized and/or known hazards that are causing, or are likely to cause, death or serious physical harm.
- c. Be informed, in advance to the extent possible, of plans, policies, and notices affecting them and their employment.
- d. Receive training necessary to ensure satisfactory job performance.
- e. A known method to express themselves concerning improvement of work methods and working conditions. Moreover, employees are encouraged to offer suggestions and ideas that could contribute to a better workplace.
- f. Submit a grievance or complaint.
- g. Discuss their problems with the Servicing Human Resources Office (SHRO), equal employment counselor, Union representative, and/or a person designated to provide

guidance on questions of conflict of interest with supervisory approval to be away from their work station.

- h. Privacy consistent with law, regulations, and this Agreement.
- i. Use duty hours that are reasonable and necessary to contact their Union representative concerning representational matters, subject to work tasks requiring immediate attention. Prior to leaving the work area, the employee will inform their supervisor and will receive permission as soon as the employee has no work task which requires immediate attention.
- j. To participate or not participate in approved voluntary fund raising campaigns and purchase U.S. Savings Bonds without compulsion, coercion, or reprisal.
- k. Under 5 USC 7102, each employee will have the right to form and join a Union, to act as a designated Union representative, and to assist the Union without fear of penalty or reprisal. This right will extend to participation in all Union activities including, but not limited to, service as officers, stewards/representatives, and collective bargaining. Each employee will be protected in the exercise of this right, or to refrain from any such activity.
- l. Representation by the Union at any examination of an employee in connection with an investigation if:
 - (1) The employee reasonably believes that the examination may result in disciplinary action against him/her and the employee requests representation.
 - (2) When a discussion between a supervisor and an employee becomes accusatory and hostile in nature, the employee may request the right to have a Union representative present before proceeding any further.
- m. Be free from interference, restraint, or reprisal when exercising any of his/her rights under the law or this Agreement.
- n. An oral and/or written response to charges prior to the loss of pay or job in disciplinary, performance, or adverse action cases.
- o. Fair and equitable treatment. Recognizing that productivity is enhanced when employee morale is high, managers, supervisors, and employees will endeavor to treat one another with utmost respect and dignity.
- p. Employees who are interviewed in connection with an investigation will be notified of Miranda or Garrity rights as they apply to the specific situation.

Section 2. In the event a group of employees have a strong issue of concern, and the issue is referred by the Union President or Park Superintendent, the matter may be referred to the Labor Management team to assist in resolving the issue.

ARTICLE 8

GRIEVANCE AND ARBITRATION

Section 1. The purpose of this article is to provide a procedure for the consideration and resolution of grievances. The procedure as stated herein will be the exclusive procedure available to the Union, Employer, and the bargaining unit employees for resolving grievances.

Section 2. A grievance may be undertaken by the Union, Employer, an employee, or group of employees for matters not explicitly excluded as described in Section 3. Only the Union or representatives approved by the Union may represent employees in such grievances. However, any employee or group of employees may personally present a grievance and have a decision rendered without representation by the Union, provided that the Union is given the opportunity to be present at all discussions related to the grievance between the grievant(s) and the Employer and be provided with copies of all correspondence/data relating to the grievance and provided to the employee(s). In exercising their rights to present a grievance, employees and Union representatives will be free from restraint, coercion, discrimination, or reprisal.

Section 3. While many items are excluded from coverage, some may be pursued through alternative forums as outlined below. 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 recruitment 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. A formal complaint alleging discrimination on the basis of race, color, religion, sex, national origin, age, physical or mental disability, genetic information, reprisal or retaliation (for participating in EEO discrimination complaint proceedings or otherwise opposing discrimination).;
- g. A formal complaint involving allegations of discrimination based on sexual orientation;
- h. Non-selection from a group of properly ranked and certified candidates produced through a competitive process, failure to receive a noncompetitive promotion, or any other grievance related to a selection process;
- i. Any proposed actions under 5 U.S.C. Chapter 75 or Chapter 43. Such matters include, but are not limited to, notices of proposed discipline or adverse action, letters of warning, and letters of counseling;
- j. Reduction in force actions;
- k. Decisions made to contract out;
- l. Allegations of prohibited personnel practices;
- m. The granting of, or failure to grant, and amounts of awards given in accordance with the

park's awards policy under 5 CFR Part 451 and 5 U.S.C. 4502; the adoption of, or failure to adopt, an employee suggestion or invention under 5 C.F.R. Part 451 and 5 USC 4503; or the receipt of or failure to receive an additional step increase under 5 U.S.C. 5336 and 5 C.F.R. Part 531###;

- n. The content of published regulation and policy, including provisions of the Code of Federal Regulations, the Departmental Manual, and any other DOI policy;
- o. Any matter covered by or which is appealable to or under the jurisdiction of the Office of Personnel Management (OPM), the Federal Labor Relations Authority (FLRA), the Office of Special Counsel (OSC), or the Equal Employment Opportunity Commission (EEOC);
- p. The termination of a probationary employee in accordance with 5 C.F.R. Part 315, Subpart H and 5 U.S.C. 3321; the return of an employee serving a supervisory or managerial probationary period to a nonsupervisory or non-managerial position in accordance with 5 C.F.R. Part 315, Subpart I and 5 U.S.C. 3321; or the separation or termination of an employee during a trial period;
- q. The substance of Critical Elements and Performance Standards in an employee's performance appraisal plan (EPAP); communications regarding performance (such as feedback concerning performance, progress reviews, performance improvement plans, individual development plans, etc.); or any performance rating. (Refer to 370 DM 430 and the Departmental Performance Appraisal Handbook for information on the reconsideration process for performance ratings);
- r. The payment of, failure to pay, or the amount of a recruitment bonus, a relocation bonus, or a retention allowance, under 5 C.F.R. Part 575 and 5 U.S.C. 5753-5755; the payment of, failure to pay, or the amount of critical position pay under 5 C.F.R. 535 and 5 U.S.C. 5377; the failure to request or grant an exception to the dual compensation restrictions under 5 C.F.R. Part 553 and 5 U.S.C. 5533, and the failure to receive an agreement under the Student Loan Repayment Benefit program under 5 CFR 537 and 5 U.S.C. 5379; (use of these special payment allowances are infrequent);
- s. The termination or expiration of a time-limited excepted appointment; a temporary or term appointment or promotion; a limited emergency or limited term appointment on the date specified as a condition of employment at the time the appointment or promotion was made; or the termination of a temporary or term promotion at any other time, provided the employee was informed in advance of the temporary nature of the promotion and the employee was returned to the former position from which he or she was temporarily promoted, or to a different position of equivalent grade and pay;
- t. Any position classification action;
- u. Matters covered under other internal DOI review methods, including but not limited to Performance Appraisal, Government Housing and Utilities, Merit Pay Coverage, Property Boards of Survey, findings and recommendations of Law Enforcement Boards of Review, decisions to temporarily or permanently revoke a law enforcement commission, Boards of Inquiry, Medical Standards Review Process, debt collection, and disapprovals of waivers of overpayment;
- v. Suitability determinations;

- w. Audit, investigation or fact-finding of an employee by the Office of Inspector General, Office of Special Counsel, Department of Justice, Department of Labor, or other fact-finding entity;
- x. Any other matter covered by statute which vests jurisdiction in Federal court.

Section 4. Scope. A grievance means any complaint--

- a. By any bargaining unit employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of any bargaining unit employee;
- c. By any employee, the Union, or the Employer concerning:
 - (1) the effect or interpretation or claim of breach of this Agreement.
 - (2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 5. Alternative Dispute Resolution (ADR). As used in this contract, a process for seeking consensual resolution of the issues and concerns underlying a grievance. The ADR process is generally a more flexible and cooperative approach to problem-solving than other methods, and may be invoked at any time during the grievance process.

Section 6. Grievance Procedures

- a. The employee and his/her immediate supervisor are encouraged to settle complaints informally at the lowest possible level prior to the employee filing a formal (written) grievance. The employee may be accompanied by a Union Representative in attempting informal resolution. Such efforts will not serve to extend the time limit for filing a formal (written) grievance. The resolution of a grievance at this stage will not serve to establish a precedent in the future resolution of similar matters.
- b. The grievance must contain a clear and concise statement of the matter grieved, i.e., sufficient detail to identify and clarify the basis for and the specific nature of the grievance (times, dates, names, places, the section of the Agreement, law, rule, regulation violated, and other pertinent data), and the remedy sought or the corrective action desired. The grievance must be signed by the aggrieved party. A grievance will not be considered to have been filed unless it is sufficiently specific so as to provide a basis for a reasonable reply by the responding party.
- c. Several grievances filed by different employees which concern the same matter may be combined and treated as a single grievance, so long as all employees agree on the remedy sought

Section 7. An employee, or group of employees, wishing to initiate a grievance may proceed as follows:

Step 1. The grievance may be filed by the grievant in writing with the employee's immediate

supervisor within twenty-one (21) calendar days of the occurrence of the event or action prompting the grievance or the date the grievant became aware of the action. In accordance with Section 2 of this Article, written notice will be provided by the grievant to the Union. The written grievance must include all relevant information as described in Section 6(b).

The supervisor may make whatever investigation he or she considers necessary and will provide a written response to the grievance within fourteen (14) calendar days.

Step 2. If the grievant is not satisfied with the response at Step 1, the grievance may be submitted in writing to the employee's Division Chief or second-level supervisor or his/her designee within fourteen (14) calendar days. The Division Chief or his/her designee will, within fifteen (15) calendar days, render a written decision.

Step 3. If the matter is not satisfactorily settled at Step 2, the employee or his/her designated representative, if any, may submit the grievance in writing to the Superintendent or his/her designee within fourteen (14) calendar days after receipt of the Step 2 decision. The Superintendent or his/her designee will review the grievance and issue a written decision to the employee within fourteen (14) calendar days after receipt of the grievance. A Union representative has the right to meet with the Superintendent or his/her designee to present the employee's view prior to the grievance decision. The written response will set forth the rationale for the decision.

Section 8. If the Step 3 decision is unsatisfactory to the employee and the Union, the Union may, within fourteen (14) calendar days after receipt of the Step 3 decision, request arbitration of the grievance. The written request must include all relevant information and must be specific with respect to the action being grieved, the particular contract section, or sections, (including any related regulations in dispute) alleged to be violated and the remedial action requested.

Section 9. Grievances initiated by the Employer or the Union will be processed in accordance with the following steps:

Step 1. The Union or Employer will present the grievance in writing to the other party within twenty-one (21) calendar days after occurrence of the action or incident being grieved or within twenty-one (21) calendar days of the date the grievant became aware of the incident. The written grievance will contain a concise statement to include all of the information described in Section 6(b).

The parties will meet within ten (10) calendar days after receipt of the grievance to discuss the grievance. The party filing the grievance will be furnished a decision by the other party within twenty (20) calendar days from the date of this meeting. Nothing herein will preclude either party from attempting to settle the grievance informally at the appropriate level.

Step 2. If dissatisfied with the decision, the grieving party may request binding arbitration. A written request for binding arbitration must be forwarded to the other party within fourteen (14) calendar days following the Step 1 decision.

Section 10. Any grievance not resolved under the above procedures may be submitted to arbitration only upon written request by either the Employer or the Union.

- a. Such requests must be received by either the Superintendent or the Union President within fourteen (14) calendar days of the date the final decision under the above grievance procedures was received by the aggrieved party.

- b. Within seven (7) calendar days from the date of the request for arbitration, the moving party will request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial individuals qualified to act as arbitrators. The FMCS will be requested to provide the names of individuals located within the local commuting area. The parties will meet within twenty-one (21) calendar days after receipt of such list to select an arbitrator. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one (1) arbitrator's name from the list of seven (7) and will then repeat this procedure until one (1) name remains, who will be the duly selected arbitrator. The party requesting arbitration will strike the first name. The Union and the Employer may mutually agree to an alternate method of selecting an arbitrator.
- c. Questions of Grievability. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance will be considered amended to include that issue and all grievable/arbitrable disputes will be referred to the arbitrator as a threshold issue in the related grievance. The arbitrator will be instructed to rule on the grievability/arbitrability issue prior to considering the merits of the grievance. Should the arbitrator find that the issue is not grievable/arbitrable, he/she will not address the merits of the grievance and will dismiss same.
- d. The arbitrator's fees and expenses will be borne equally by the parties. The cost of preparing a transcript will also be borne equally if the Union requests a copy.
- e. *Arbitrator's Responsibility in Actions* is covered under 5 U.S.C. 4303, 5 U.S.C. 7512 or 5 U.S.C. 7702.
- f. Upon advance written request, the parties will have the obligation to produce available witnesses for arbitration proceedings who have relevant information on the matter. Such written request must be made at least seven (7) calendar days in advance of the scheduled arbitration proceedings. Disputes as to whether proposed witnesses should be made available will be resolved by the arbitrator.
- g. Arbitration awards will be binding except that the Employer or the Union may appeal and/or file exception to an arbitration award as provided in Section 7121(f), 7122, and 7123 of Title 5 U.S.C. The parties to the arbitration will notify each other in writing if they are filing an exception with the Federal Labor Relations Authority (FLRA) in accordance with FLRA procedures. An exception to the arbitrator's decision must be filed with the FLRA within thirty (30) calendar days of the date of the award. If no exception is filed, the arbitrator's decision and remedy will be effected within thirty-five (35) calendar days of the award.
- h. The arbitration will be held at a mutually agreed upon time and place. The aggrieved employee and witnesses within the CUVA or JAGA called by the arbitrator to testify who are otherwise on duty, will be excused from duty as necessary to participate in the arbitration proceedings. Subject to prevailing laws and regulations, employees will not suffer loss of pay or charge to annual leave to participate in arbitration proceedings. Employee participants on shifts other than regular day shifts may be temporarily assigned duty hours that will meet the requirements of the arbitration procedure and maximize the work requirements of the Employer. Union representatives participating in such proceedings, on official time, will be governed by Article 9, Official Time and Union Representation. Employees who are needed for arbitration will have their schedules

arranged so that time spent at proceedings are during duty time.

- i. Should an arbitration hearing be held, the arbitrator will be responsible for the conduct of the hearing.
- j. The arbitrator will be requested to render a written decision to the Employer and the Union as quickly as possible but not later than thirty (30) calendar days after the conclusion of the hearing unless the parties otherwise agree. The date of the decision will be the date the decision is postmarked.

Section 11. Final decisions to suspend, remove, or reduce the grade or pay of a bargaining unit employee may be grieved beginning at Step three (Section 7) of the procedure.

Section 12. Failure to comply with Time Limits and Termination of Grievances:

- a. The time limits set forth in this article may be waived only by mutual consent by the parties.
- b. Failure on the part of the responding party to meet any of the established time limits will allow the grievance to be moved to the next step.
- c. The granting of the remedy requested in the written grievance or the failure of the grievant to meet the time limits, may be the basis for termination of the grievance.
- d. A grievance may be withdrawn at any time by the filing party.

ARTICLE 9

OFFICIAL TIME AND UNION REPRESENTATION

Section 1. The purpose of official time is to fulfill representational functions. Those functions are defined as activities engaged in by Union representatives which are concerned with the administration of this Agreement and which are authorized under 5 U.S.C. 7131. Representational functions may include, but are not necessarily limited to:

- a. Investigation, preparation, and presentation of complaints and grievances.
- b. Preparation for and participation in bargaining with the Employer.
- c. Preparation for and attendance at impasse proceedings.
- d. Preparation of submissions to the Federal Labor Relations Authority (FLRA) other than representation petitions concerning non-bargaining CUVA and JAGA employees.
- e. Preparation for and attendance at FLRA proceedings.
- f. Preparation for and representing CUVA and JAGA employees under statutory complaint and appeal procedures.
- g. Preparation of reports required by law.

- h. Attendance at meetings with the Employer.

Section 2. Union representatives will be granted official time for the purpose of performing representational functions, subject to the following purposes, procedures, and limitations.

- a. Union officers and stewards will be entitled to reasonable and necessary official time to the extent they would otherwise be in a duty status to perform representational functions. They will report their use of official time in writing on a daily basis. The daily report will accurately reflect the purpose for which the official time is used and the amount of official time for each designated purpose. The reports will normally be submitted to the immediate supervisor(s) no later than one (1) workday following the date on which the official time is used.
- b. A Union representative desiring to use official time will first obtain permission from his/her immediate supervisor. The Union representative will specify the date and hours the time is to be used, and the nature of the representational function to be performed. The supervisor should grant valid requests unless there are compelling reasons which require the presence of the Union representative on the job. Normally ordinary workload will not preclude release. If the request is denied, the supervisor will authorize the release of the Union representative as soon as practicable thereafter or the Union may designate an alternate representative.
- c. Upon entering another work area to perform representational functions, the Employer will grant permission for the Union representatives to conduct the representational functions absent compelling work-related reasons for denial. In such instances, the supervisor will allow the representational functions to be conducted as soon as practicable thereafter. Union representatives will make reasonable efforts to coordinate their visits to other work areas with the supervisors of those areas, in advance. Upon returning to his/her own work area, the Union representative will so inform his/her supervisor.

Section 3. Union representatives will not be penalized on their official performance ratings because of the appropriate use of official time performing representational functions.

Section 4. The Union will provide the Employer a list of all Union representatives within ten (10) workdays of the date of this Agreement becoming effective. The list will include the Union Office and/or Union positions occupied by each employee so designated. The list will be updated by the Union as necessary to reflect current Union representatives.

Section 5. Official time cannot be taken for internal Union business. Internal Union business is defined as those activities which are primarily concerned with the management of the Union as opposed to personnel policies and practices and working conditions applicable to CUVA and JAGA employees. Internal Union business includes but is not necessarily limited to:

- a. Election of Union Officers.
- b. General membership meetings.
- c. Disciplining of Union members by the Union.
- d. Preparation of internal Union correspondence.
- e. Preparation of financial and other reports other than those required by law.

- f. Membership drives and solicitation of Union membership.
- g. Preparation of showing of interest relevant to representation petitions.
- h. Collection of dues.
- i. Meetings with national and regional Union representatives regarding internal Union business.

Section 6. Employees will be granted reasonable and necessary work time for the purpose of consulting with Union representatives regarding working conditions of personal concern and appropriate to Union representation, including preparation and presentation of grievances.

- a. In order to minimize time lost from the performance of official duties, an employee will normally consult with a Union Representative assigned to his/her work area.
- b. An employee desiring to use official time will first obtain permission from his/her supervisor stating a specific request to meet with a Union representative and the amount of time requested. Such permission will be granted absent compelling reasons requiring the presence of the employee on the job. If permission is denied, the supervisor will grant the official time as soon as practicable thereafter. Upon return to the work area, the employee will so inform his/her supervisor. Failing to allow the employee time to meet with their Representative or the Representative from meeting with the employee will increase the number of days the employee has to file a grievance by the number of days delayed.
- c. If a supervisor has good cause to believe that an employee may be abusing the right to official time, the supervisor may require the employee to justify any request for official time. If the employee is unable to do so or refuses to do so, the request for official time may be denied.
- d. The Employer will not approve overtime for official time.

ARTICLE 10

NEGOTIATIONS

Section 1. The provisions of this Agreement will not be changed during its life absent mutual consent of the parties, unless the Employer proposes changes in working conditions. Such instances of change will be handled as follows:

- a. The Union will be afforded fourteen (14) calendar days after notification to comment, or to request such negotiations. Failure of the Union to comment or to request negotiations during the 14 calendar day period will allow the employer to implement the proposed change.
- b. If negotiations are requested, they will begin within two (2) weeks of the Union request to negotiate, and the parties will engage in good faith negotiations in an attempt to reach agreement. Such negotiations will conclude within one (1) week with the parties either reaching agreement or at impasse.

- c. Time frames may be extended if mutually agreed upon by both parties.
- d. If the parties are at impasse, an opportunity will be allotted for mediation efforts by the FMCS. If FMCS is not successful, parties would go to FSIP to render a decision. The FSIP authorizes the parties to voluntarily submit their dispute to a private mediator-arbitrator after the Panel has approved a joint request from the parties to use the procedure. These joint requests are investigated on an expedited basis, and generally approved, unless they involve matters that the Panel reserves to itself, such as issues of first impression for the federal-sector labor-relations community. In other cases not involving joint requests, the Panel may recommend and/or direct the use of private mediation-arbitration or arbitration as well. Under either scenario, the parties select the arbitrator who will handle the case and share the arbitrator's fees and other associated expenses in the rare event that there is a cost associated with the services provided by the arbitrator. In other respects, the procedure is similar to mediation-arbitration with a Panel representative. If FSIP orders mediation/arbitration, there is no cost to the parties. Failure of the Union to agree to arbitration will allow the Employer to implement the proposed change. The Employer will maintain the status quo in conditions of employment until the above process is completed unless the changes are required by law, government-wide rules and regulations, or emergencies.

Section 2. Personnel policies and practices and matters affecting the working conditions of CUVA or JAGA employees which are negotiable are subject to the procedures outlined in Section 1 above.

Section 3. It is agreed that either party may propose no more than three (3) additional articles to the Agreement during the 18th month occurring after this Agreement becomes effective. In such instances, the proposals will be in the form of written Articles which must be received by the other party during the 18th month. Such proposals will not be in conflict with any language already contained in this Agreement and will not be on any subject already addressed in this Agreement. Such negotiations will be confined to the issues raised in the initial proposals.

Section 4. The following procedures will govern the conduct of bargaining, including midterm and interest based bargaining, under the provisions of this Article:

- a. Negotiations will be conducted during the regular work week at mutually agreed to times and locations on the Employer's premises.
- b. An impasse is reached at that point in negotiations when either party states that its position is final and the other party does not agree to that position.

Section 5. It is understood that no provisions of this Agreement will nullify or invalidate the rights of employees, the Employer, or the Union established by Title VII, other statutes, or regulations of appropriate authority; nor will they relieve management of the responsibility to negotiate with the Union on the policies, practices and procedures used in exercising management's rights. To the extent that provisions of any activity instruction or directive within the discretion of the Employer may be in conflict with this Agreement, the provisions of this Agreement will govern.

Section 6. Nothing in this Article is intended to imply that the Employer is required to negotiate on any matter which is a reserved management right under law or government-wide regulation or on any matter which constitutes an area of permissive negotiations at the option of the Employer, under law.

Section 7. Personnel policies and practices and matters affecting working conditions, which are

negotiable in accordance with law and the decisions of appropriate authority, are subject to change only in accordance with the provisions of this Article unless otherwise mutually agreed to by the parties.

Section 8. Impact of Technology Change.

The Employer and the Union agree that technological changes including new or improved processes, techniques, tools, equipment, machinery, tactics and approaches are desirable for the effective and efficient operation of CUVA and JAGA. The Employer also recognizes that although it cannot be compelled to bargain over the substance of technological changes because it is a Section 7106(b)(1) matter, it is obligated to bargain over impact and implementation on bargaining unit employees when a more than a minor/minimum change occurs. Appropriate arrangements for employees adversely affected by technological changes will be negotiated in accordance with this Article. Full consideration will be given to the feasibility of reassignments and retraining programs.

Section 9. Past Practice.

- a. A past practice is a clearly established way of doing things that are agreed to by both sides, but not put in writing. For a past practice to exist, there must be an established pattern of behavior that is:
 - (1) Clear and consistent;
 - (2) Long-standing;
 - (3) Known about and accepted by both parties;
 - (4) Consistent with applicable law, regulations, and clear contract provisions.
- b. A clear and consistent practice that has gone on for a long time with both sides knowing about it can be changed by notifying and negotiating with the Union. If the practice is contrary to a controlling regulation, law, or clear contract provision, then it is not binding.

ARTICLE 11

DUES WITHHOLDING

Section 1. In conformance with Public Law 95-454, applicable Office of Personnel Management regulations, and policies of the Department of the Interior, the Employer will withhold Union membership dues of employees in the unit who are members of the Union and who voluntarily make such allotment of their pay for this purpose.

Section 2. The Union accepts the responsibility of informing and educating its members concerning the program for the allotment of dues and the uses and availability of Standard Form (SF)-1187 and SF-1188.

Section 3. Withholdings will include the regular amounts required to maintain the employee as a member in good standing but should not include initiation fees, special assessments, back dues, fines, or similar items.

Section 4. Allotments for Union dues must be authorized on SF-1187. Members wishing to participate in the dues withholding program may authorize a pay allotment to cover Union dues by submitting a

signed SF-1187 to the Union Treasurer who will certify that the employee is a member of the bargaining unit. He/she in turn will submit the forms for transmittal to the Payroll Office through the SHRO Park Liaison.

Section 5. Union dues will not be withheld when an employee's net salary for the pay period involved is insufficient to cover the dues after other legal and required deductions have been made.

Section 6. A member may revoke his/her allotment for Union dues on the one year anniversary date and at any time thereafter by submitting to the SHRO Park Liaison a completed and signed SF-1188. When a member does not use an SF-1188, other written notification of revocation signed and dated by the member will be accepted. The effective date of such revocation will not be less than one full year after initiation of dues allotment. The SHRO Park Liaison will provide the Union appropriate notification of the revocation. A duplicate or electronic copy of SF-1188 or other written notice can be used for this purpose.

Section 7. Termination of dues withholding will be automatic when an employee is expelled or ceases to be a member of the Union or is assigned to a position outside the bargaining unit. The Union will promptly notify the SHRO Park Liaison, in writing, when a member of the Union is expelled or ceases to be a member.

Section 8. Any discrepancies regarding dues withholdings will be brought to the attention of the Labor Management Team for resolution.

Section 9. The Union may change the amount of dues to be withheld no more than twice in a twelve (12) month period. The Union will provide the Administrative Officer thirty (30) calendar days advance written notice of any change in the amount of dues withholding.

Section 10. If an employee is no longer eligible to be a member of the Union, such as when permanently promoted to a managerial or supervisory position, dues withholding will be terminated. When an employee is no longer eligible to be covered by the union, including in the case of a temporary promotion of one hundred twenty (120) days or less, management must discontinue dues withholding. SF-1188, "Cancellation of Payroll Deductions for Labor Organization Dues", can be used to facilitate this process.

ARTICLE 12

FACILITIES AND SERVICES

Section 1. Space

- a. The Employer recognizes the value of a constructive labor-management relationship and the Union's need for privacy when meeting with bargaining unit employees.
- b. The Employer agrees to provide the Union with a locking file.
- c. The Employer will attempt, upon request, to provide space which provides privacy for the Union to meet with bargaining unit employees as the need arises.
- d. The Employer will provide office space that is agreeable to both parties. The Union agrees to exercise reasonable care in using the space and will maintain it in a clean and orderly condition.

Section 2. Office Furniture and Equipment

The Employer agrees to provide and maintain a business quality computer, printer and telephones as well as internet service. The Employer also agrees to provide access to park copy machines and faxes. Union representatives may also use the equipment located at their work stations. All equipment will be used in accordance with the agency and bureau equipment use polices and internet use policies.

Section 3. Internal Mail Service

The internal mail service of the Employer will be available for use by the Union for carrying out its representational duties. A mail slot adjacent to other distribution slots will be designated for the Union.

Section 4. Bulletin Boards

The Employer will allow the Union to mount bulletin boards no larger than 24" x 36" at the following locations: Headquarters, Dzerzinski House (for Boston Store Complex), Canal Exploration Center, Everett and Coonrad Ranger Stations, Central and Virginia Kendall Maintenance Shops, the Cuyahoga Valley Environmental Education Center, and the administration building at JAGA. The specific locations are subject to mutual agreement.

Section 5. Meeting Room

The Employer agrees to provide, during non-duty hours and when not in use, a meeting room and the Union will ensure the building is locked and the meeting room clean after each use.

ARTICLE 13

INFORMATION TO THE UNION

Section 1. The Employer agrees to furnish, cost free to the Union, all information, data or material, relevant and necessary for the proper discharge of its obligation under 5 U.S.C. 7114(b)(4) and this Agreement. This will include but is not limited to:

- a. Copies of all future relevant NPS personnel policy regulations, CUVA and JAGA Instructions and Supplements, or other regulations that implement or establish bargaining unit-wide personnel policies, practices, procedures and working conditions on a recurring basis as they are distributed.
- b. Specific relevant and necessary information requested for investigating and/or processing complaints/grievances/appeals will be provided without undue delay.

Section 2. One (1) copy of organizational charts will be provided to the Union as developed or updated. In addition, the Employer will provide the Union with one copy of the Federal Employees Almanac annually.

Section 3. As governed by 5 U.S.C. 7114(b)(4), the Employer will furnish the Union President, on request, the following information regarding permanent, term, and temporary employees at CUVA and JAGA:

- a. Name.
- b. Position, Title, and Grade.
- c. Division.
- d. Bargaining unit status.

ARTICLE 14

RETIREMENT

Section 1. The Employer agrees to allow employees eligible for retirement benefits to attend retirement counseling at the Employer's expense. The Employer agrees to conduct local retirement counseling sessions every five years to include provisions of enhanced retirement. With the Employer's permission, temporary employees may attend online retirement training sessions.

Section 2. In addition, an employee who is within one (1) year of retirement is eligible to attend on government time supplemental counseling such as that currently offered by the Human Resources Operations Center, a contracted entity, or another qualified source of training.

ARTICLE 15

EMPLOYEE LOCKERS

Section 1. Lockers for storing clothing and areas for changing clothes will be provided when the Employer and the Union mutually agree that such facilities are necessary.

ARTICLE 16

LOUNGE/REST AREAS

Section 1. The Employer agrees to provide suitable lounge/rest areas and furnishings for employees where space is available and operations are not adversely affected and a requirement exists.

ARTICLE 17

EMPLOYEE CLAIMS

Section 1. An employee may file a claim and be reimbursed for loss or damage to his/her personal property where the loss or damage was suffered in connection with or incident to his/her employment while on duty or while on the Employer's premises in accordance with Public Law 88-558, The Military Personnel and Civilian Employees' Claims Act of 1964, as amended (31 U.S.C. 240-243)

ARTICLE 18

HOURS OF WORK AND TOUR OF DUTY

Section 1. The Employer will establish and schedule hours of work and tours of duty in accordance with applicable laws, regulations and this Agreement. The Employer will abide by the U.S. Department of the Interior Time and Attendance Guide ; adaptations to the handbook will be submitted to the Union and negotiated, as appropriate in Article 10.

Section 2. Normally, no employee will be scheduled to work a tour of non-overtime duty that denies him/her less than two (2) consecutive days off per week.

- a. Supervisors will be encouraged to post duty schedules fourteen (14) days in advance. Duty schedules must be posted seven (7) days in advance.
- b. Supervisors will normally provide employees a minimum of ten (10) hours between the end of one scheduled shift and the start of their next schedule shift, unless non-repeating or emergency issues arise.
- c. The Employer will make every reasonable effort to provide employees seven (7) days advance notice regarding a temporary change in their regularly scheduled tour of duty.

Section 3. The Employer agrees to allow each employee to request their own work schedule. The Employer agrees to give consideration to the employee's request. In the event that an employee's request is denied, the Employer will notify the employee in writing of the reasons for the denial.

Section 4. The Employer agrees to give consideration to full-time permanent employees who request reassignment to permanent part-time. In the event that an employee is denied reassignment to permanent part-time, the Employer will notify the employee in writing of the reasons for the denial.

Section 5. When the Employer determines it necessary to change existing or establish new shifts, the employees in the affected organization will be polled by the Employer as to their preference for permanent or rotating shifts, and the employees' preference will be considered in determining shifts. Notice will be provided to the Union and the matter will be negotiated, as appropriate, and in accordance with Article 10. The Employer will make every reasonable effort to provide employees seven (7) days advance notice regarding a permanent change in their regularly scheduled tour of duty.

Section 6. Requests for exemptions from shift work may be approved for valid medical reasons, based on medical evidence supplied by the employee. Shift exemptions based on medical reasons of a less than permanent nature will be valid only for the duration of such reasons. Employees are responsible for providing all necessary information to support a shift exemption.

Section 7. Rest Periods. One (1) rest period, not exceeding fifteen (15) minutes during each four (4) hours of continuous non-overtime work or four (4) hours of continuous overtime work may be authorized by the Employer.

Section 8. Up to fifteen (15) minutes for personal clean up may be granted at the end of the work shift for employees where the Employer determines that such action is warranted.

Section 9. Lunch Periods

- a. The Employer will generally schedule time for lunch apart from duty hours. Lunch periods

for which the employee is not compensated will be free of duty assignments. The Employer will notify the Union in advance of any substantial and continuing changes in the scheduling of lunch periods.

- b. Lunch (or other meal) periods, during which an employee is free of the duties of the position, are not considered as duty time for which compensation is paid. Where more than one (1) eight (8) hour shift is in operation during a twenty-four (24) hour period and an overlapping of shifts to permit time off for lunch is not feasible, an on-the-job period of thirty (30) minutes may be authorized and included in the regularly scheduled tour of duty. Such employees must spend their on-the-job lunch period at or near their work stations. On-the-job lunch periods are also authorized, regardless of shift work, if the nature of the job makes it impractical for the employee to discontinue work or leave his/her work station. Thus, for example, an employee who is responsible for monitoring equipment which must be in continuous operation, may have an on-the-job lunch period of thirty (30) minutes to ensure uninterrupted operation. Whenever practical, this situation should be avoided through the use of staggered lunch periods, backup personnel, etc. Under the above conditions, the time covered by the on-the-job lunch period is compensable.

ARTICLE 19

LEAVE, HOLIDAYS AND ABSENCE

Section 1. Employees are entitled to all rights, benefits, and privileges accorded under applicable laws, regulations, and this Agreement, governing the accrual, request, and use of leave.

- a. Employees will accrue and use sick and annual and other types of leave in accordance with applicable statutes, OPM regulations, and this Agreement.
- b. All leave charges will be in increments of fifteen (15) minutes.
- c. Employees will not be denied leave based solely on their leave balance.
- d. No arbitrary or capricious restraints will be established to restrict when leave may be requested. Leave will be denied only for appropriate reasons and not as a form of discipline.
- e. Employees should request, in advance, approval of anticipated leave.
- f. When the employee is present on duty, the employee can use the electronic time and attendance system or OPM Form 71 to request leave.
- g. Submission of fraudulent documentation or misrepresentation of the reasons for an absence by an employee may lead the employer to discipline the employee.
- h. Employees will not be adversely affected in any employment decision solely because of their leave balances.

Section 2. Annual Leave

- a. Annual leave is provided to allow employees extended leave for rest and recreation and to provide periods of time off for personal and unscheduled purposes. The use of

accrued annual leave is an absolute right of the employee, subject to the right of the Employer to approve when leave may be taken.

- b. Employees should submit requests for annual leave as far in advance as possible. Consistent with workload or mission requirements, the leave approving official will take the desires of the employees into consideration with regard to approving requests for annual leave. Denials of leave will be based on the work requirements of the employer.
- c. Once an employee has requested annual leave and obtained the approval of his/her supervisor, the Employer will make a good faith effort to grant this leave unless a valid business necessity exists. Upon the employee's request, the Employer will make a timely determination as to the need to cancel the previously approved leave. In making this determination, full consideration will be given to any adverse result to the employee, including financial loss.
- d. An employee who becomes ill while on annual leave, or has an immediate family member who becomes ill, may, upon request, have such leave changed to accrued sick leave within the limits authorized by Public Law 103-388.
- e. Requests for advanced annual leave may be granted to the extent that leave will accrue to the employee during the remainder of the current leave year. Advanced leave will not be granted when there is reason to believe that the employee will not be able to earn back the amount of leave requested.
- f. Supervisors may determine and apply fair and equitable leave procedures for their work group. However, employees may request leave up to three (3) months in advance in all cases and up to twelve (12) months in advance in special circumstances such as weddings and travel requiring advance reservations. If a more generous leave policy already exists, that policy will stay in effect.

Section 3. Sick Leave

- a. Sick leave is an employee's earned benefit and will be granted to the employee for appropriate absences.
- b. Requests for accrued sick leave made in accordance with the procedures set forth in subparagraph c. may be approved when:
 - (1) An employee is incapacitated for performance of duties by sickness, injury, pregnancy and confinement, or illness resulting from immunization or vaccinations (whether or not such immunization or vaccinations are required as a condition of employment). If the immunization or vaccination is required as a condition of employment, the Employer will support employee's claims for continuation of pay that meet DOL criteria.
 - (2) An employee is required to undergo medical, dental, or optical examination or treatment or periodic physical examinations for retention of status in a Reserve Component of the Armed Forces or National Guard.
 - (3) An employee requests sick leave forty-eight (48) hours in advance for prearranged non-emergency medical, dental, or optical examination or treatment, subject to the need

for the employee's services. Consideration will be given to cost or inconvenience to the employee if the leave is denied or canceled.

(4) An employee requests sick leave for the funeral of a family member in accordance with the provisions of Public Law 103-388.

(5) Provides care for a family member who is incapacitated by a medical or mental condition, or attends to a family member receiving medical, dental, or optical examination or treatment, or provides care for a family member with a serious health condition.

- c. Employees should submit requests for sick leave as far in advance as possible. It is the responsibility of the employee who is incapacitated for duty to notify the immediate supervisor or designee (or to have any responsible person make the notification for the employee) at the work site as soon as possible but no later than fifteen (15) minutes after the employee is scheduled to report for duty unless mitigating circumstances exist. The Employer will assure a designated number is established for the supervisor or designee to receive such notifications.
- d. An employee who expects to be absent more than one (1) day will inform the supervisor or designee of the expected date of return to duty and notify the supervisor of any change. Daily reports will not be required for extended illness.
- e. The Employer should make an effort to accommodate employees who request in advance, a change in work schedule to meet medical, optical or dental appointments.
- f. If an employee has insufficient sick leave accrued, the employee can request Leave Without Pay (LWOP) or other available leave instead of sick leave for an absence for which sick leave would otherwise be appropriate, subject to approval of the absence by the supervisor.
- g. Employees will not be required to reveal the nature of the illness as a condition for approval of sick leave.
- h. Employees have a right to use accrued sick leave for legitimate medical reasons. At the same time, both the Employer and the Union are positively committed to eradicate the misuse of sick leave in any form.

Section 4. Documentation for Sick Leave

- a. For periods of illness exceeding three (3) consecutive workdays of the employee's work schedule, where an employee requests sick leave, or annual leave or LWOP in lieu of sick leave, the employee must make an appropriate request and may be required to furnish evidence of the need for sick leave upon return to duty. An employee may support the request for sick leave by medical certification in accordance with Agency regulations.
- b. Unless there is a reason to doubt the required information, administratively acceptable evidence for medical documentation is a statement that says the employee was incapacitated for work and date(s) of incapacitation. This information will generally be considered sufficient for medical documentation purposes. However, employees will not be required to reveal the nature of the illness as a condition for approval of sick

leave. This applies to sick leave of more than three consecutive workdays or documentation for supervisory issued sick leave restrictions.

- c. Employees may be required to furnish evidence of illness to support approval of sick leave for periods of less than three (3) consecutive workdays when the Employer has reasonable evidence that abuse of sick leave has occurred.
- d. Where there is substantial reason to believe that an employee is abusing sick leave entitlement, medical documentation may be required for any period of absence provided the employee has been formally notified in writing that such a requirement has been established for that person.
 - (1) If an employee has not abused sick leave for three (3) months after the notification in Paragraph d., the employee may request that the requirement be reviewed by the supervisor. If further review is needed, a SHRO representative will be consulted. If it is determined that medical documentation is no longer warranted for sick leave of three (3) consecutive workdays or less, the employee will be so notified in writing.
 - (2) The requirement for medical documentation must be reviewed six (6) months after such requirement is imposed. If the requirement is not lifted, the employee may request a review of the documentation requirement three (3) months after a previous review. If it is determined that medical documentation is no longer warranted for sick leave of three (3) consecutive workdays or less, the employee will be formally notified in writing. The employee will also be formally notified of the reasons in writing if the restriction is to be continued beyond six (6) months.
 - (3) Frequency or amount of leave used will not be the sole factor for determining sick leave abuse, nor will leave for which acceptable medical documentation has been provided.

Section 5. Leave Without Pay (LWOP)

- a. Requests for LWOP up to one (1) year in duration may be approved. Requests for extensions beyond one (1) year may be approved upon written request. Approval/disapproval of requests for LWOP will normally be made within thirty (30) calendar days of receipt of such request. LWOP may be approved for reasons such as the following:
 - (1) Educational purposes when the course of study is in line with the type of work performed by the Employee and would serve the best interests of the Employer.
 - (2) Temporary service with non-Federal public or private enterprise when such service will contribute to the public welfare or when the experience gained will benefit the Employer.
 - (3) For recovery from illness or disability not of a permanent or disqualifying nature.
 - (4) For protecting the employee's status pending initial decision by the Office of Personnel Management on an application for disability retirement after all sick leave and annual leave has been exhausted or pending final action by the Office of

Workers' Compensation Programs (OWCP) on a claim resulting from a job-connected injury or disease.

- (5) Upon return, the employee will be placed in the same or comparable position, with equal pay status.
- b. Leave without pay for covered situations will be granted in accordance with Public Law 103-3, the Family and Medical Leave Act (FMLA).
 - c. Requests for LWOP will be given serious, bona fide consideration. LWOP may be requested in the same manner and for the same purposes as annual leave and sick leave. LWOP may be granted even though the employee has a sick or annual leave balance.
 - d. LWOP is granted at the discretion of the Employer, except in the following cases:
 - (1) When a disabled veteran requests LWOP for medical treatment;
 - (2) When requested by a reservist or National Guard member for military duties in accordance with appropriate military orders and/or documentation. Employees may request such leave after their military leave has been exhausted (38 USC 4316(d));
 - (3) When requested by an employee who has suffered an incapacitating job-related injury or illness and is waiting adjudication of a claim for employee compensation by the OWCP; or,
 - (4) When an employee makes a request pursuant to the Family and Medical Leave Act (FMLA) and meets the criteria for that program.

Section 6. Holidays

- a. All employees will be excused or receive appropriate pay for all holidays prescribed by Federal law, and that may be added by Federal law, or that may be designated by Executive Order.
- b. The Employer will give due consideration to requests for annual leave on days before or after holidays, during the holiday seasons, periods of severe weather and hazardous driving conditions. The Employer will approve requests to the extent that services of the employee are not essential to the operation of their organization.

Section 7. Absence Without Leave (AWOL)

Absence without leave is a non-pay status resulting from an Employer determination that it will not grant any type of leave (including LWOP) for a period of absence for which the employee did not obtain advance authorization or for which his/her request for leave was denied or unjustified. AWOL is distinguished from LWOP by the permissive nature of LWOP. If it is later determined that an absence without prior authorization was excusable or that the employee was ill, or if timely communication to the Employer regarding circumstances of the absence was not possible, the charge to AWOL may be changed to annual or sick leave, or LWOP, as appropriate.

Section 8. Family and Medical Leave Act (FMLA)

a. Maternity and Paternity Leave

(1) Under FMLA and this Agreement, bargaining unit employees are entitled to sixteen (16) weeks of LWOP during any 12-month period for the following reasons:

- i. Birth of a son or daughter and the care of such son or daughter; and,
- ii. Placement of a son or daughter for adoption or foster care.

(2) Supervisors are encouraged to approve additional leave as circumstances warrant.

b. Other family medical leave under FMLA and this Agreement, bargaining unit employees are entitled to twelve (12) weeks of LWOP during any 12-month period for one or more of the following reasons:

(1) The care of a family member of the employee with a serious health condition. Family member is defined as:

- i. Spouse, domestic partner and parents of spouse or domestic partner;
- ii. Children, including adopted children; and,
- iii. Parents.

(2) A serious health condition of the employee that makes the employee unable to perform the functions of the position of such employee.

c. Substitution of Paid Leave - For either Paragraphs a. or b. of this Section, the employee may elect to substitute annual leave, sick leave, compensatory time off, or credit hours for unpaid family or medical leave for any part of the applicable period consistent with governing laws and regulations. Employees may also combine annual leave, compensatory time, sick leave, or credit hours with unpaid family or medical leave for any period of approved leave. An employee may not retroactively substitute paid time off for unpaid family and medical leave.

d. Notice of Leave

(1) The employee will make an appropriate request for use of family and medical unpaid leave.

(2) When the need for unpaid family and medical leave is foreseeable and the employee fails to give 30-days notice with no reasonable excuse for the delay of notification, the Employer may delay the taking of family and medical unpaid leave until at least thirty (30) days after the date the employee provides notice of his/her need for family and medical leave.

- (3) If the need for leave is not foreseeable, the employee will provide notice within a reasonable period of time appropriate to the circumstances involved. If necessary, notice may be given by an employee's personal representative (e.g., a family member or other responsible party). If the need for leave is not foreseeable and the employee is unable, due to circumstances beyond his/her control to provide notice of his/her need for leave, the leave may not be delayed or denied.
- (4) The time frame in Paragraph 2 above will be waived for good cause.

Section 9. Advanced Annual/Sick Leave

- a. An employee may be advanced all annual leave that will accrue up to the end of the leave year. However, advanced annual leave may not be granted to a temporary or term employee beyond the date set for the expiration of the employee's temporary or term appointment, or to any employee if there is a likelihood that the employee will retire, be separated, or resign from the Employer before the date the employee will have earned the leave. Upon separation, employees must repay the balance of any remaining advanced annual leave; however, an employee may request a waiver in writing.
- b. Advanced sick leave may be combined with annual leave or LWOP when necessary to cover one continuous period of absence.
- c. Denials of requests for advance leave will be conveyed to the employee promptly and will contain an explanation of the reasons for the denial.
- d. Advanced leave may be approved in accordance with the employee's type of appointment. The employee will not be required to utilize any annual leave prior to utilizing the advanced sick leave.
- e. It is agreed that advance leave, including both sick and annual, will be fairly and equitably administered.

Section 10. Voluntary Leave Transfer Program

- a. As authorized by 5 CFR 630, Subpart I, and consistent with this Agreement, employees are entitled to donate and receive leave for medical emergencies.
- b. The Leave Transfer Program allows an employee to transfer annual leave to an approved leave recipient up to one-half of the amount of annual leave the employee will accrue during the leave year.
- c. The minimum amount of annual leave that may be transferred to and from an employee is one (1) hour.
- d. Annual leave may not be transferred to an employee's immediate supervisor.
- e. When an employee receives donated leave, it may be used only for the medical emergency for which it was donated.

- f. Forms for donating and receiving annual leave under the inter-agency Emergency Leave Transfer Program can be accessed on OPM's web site (at <http://www.opm.gov/forms/html/emerg.htm>).

Section 11. Leave for Bereavement

- a. Upon request, subject to any documentation requirements, leave-approving officials will approve up to five days of annual leave, sick leave, and/or LWOP for employees to mourn the death of family members as defined by OPM.
- b. The supervisor has discretion to require documentation (e.g., obituary, death certificate) prior to final approval of bereavement leave. However, this documentation will normally be required only in unusual circumstances.

Section 12. Funeral Leave (Military)

- a. Funeral leave is granted to allow an employee to make arrangements for, or to attend, the funeral or memorial service for an immediate relative who died as the result of a wound, disease, or injury incurred while serving as a member of the armed forces in a combat zone. The Employer will grant employees such funeral leave as is needed and requested, not to exceed three (3) workdays of excused absence, without loss of or reduction in pay. The three (3) days need not be consecutive but if not, the employee will furnish the approving authority satisfactory reasons justifying a grant of funeral leave for non-consecutive days.
- b. The Employer may grant funeral leave only from a prescribed tour of duty, including regularly scheduled overtime, from a period during which, except for absence on funeral leave, the employee would have worked.

Section 13. Excused Absence (Administrative Leave)

- a. Excused absence (sometimes referred to as administrative leave) is absence from assigned duties without charge to leave or loss of pay. Excused absence may be granted for activities which are in the government's interest.
- b. Supervisors at their discretion may excuse, without charge to leave, tardiness/absences which are brief, infrequent, and for a good cause.
- c. Voting: Employees may be granted excused absence which will permit them to start work up to three (3) hours after the polls open or leave work up to three (3) hours before the polls close, whichever requires the lesser amount of time off. Employees will request either early or late absence from their supervisor at least five (5) days prior to Election Day so that the supervisor may make appropriate plans to schedule the workload.
- d. Voluntary Blood Donations: An employee who donates blood to a non-profit blood bank may be excused for the actual time necessary to travel to and from the donation site, donate blood, and rest and recuperate. Normally, the maximum period of excusal will not exceed four (4) hours. Both the Employer and the Union will encourage employees to participate in the blood donor program.
- e. Examinations: Employees will be excused for all medical examinations when directed to do so by the Employer.

Section 14. Employee Absences for Court or Court-Related Services

- a. In accordance with applicable law, government-wide regulations or other outside authority binding on the Employer, an employee summoned or subpoenaed in connection with a judicial proceeding by a court or other authority responsible for the conduct of that proceeding will be authorized to attend the judicial proceeding without charge to leave or loss of salary in the following instances:
 - (1) For jury duty;
 - (2) To appear as a witness on behalf of the Federal, District of Columbia, state, or local government;
 - (3) To appear as a witness on behalf of a private party in an official and job-related capacity or to produce official records; or,
 - (4) To appear as a witness on behalf of a private party in an unofficial capacity and one of the parties to the proceeding is either the United States, District of Columbia, or a state, or local government.
- b. Even though no compensation is received for serving on jury duty in a federal court, employees may keep expense money received for mileage, parking, or required overnight stay. Money received for performing jury duty in state or local courts is indicated on the pay voucher or check as either "fees for services rendered" or "expense money." "Expense money" may be retained by the employee; "fees for services rendered" must be submitted to the appropriate financial office.
- c. It is agreed that days off and/or schedules will not be changed to avoid granting absence for court or court-related services.
- d. An employee who is granted court leave and is excused or released by the court for any day or substantial portion of a day is expected to return to the employee's regular Employer duties except when:
 - (1) Only a small portion of the work day would be involved and thus no appreciable amount of Employer service would be rendered;
 - (2) The distance from the court to the place of duty is such that this would be an unreasonable requirement; or,
 - (3) The employee is regularly scheduled to work on a tour any part of which includes 6:00 pm - 6:00 am.
- e. An employee who is granted court leave and serves or is expected to serve for a full day or substantial portion of a day is not expected to report for the next or previous tour of duty if that tour occurs within twenty-four hours of the court leave and if any or all of it occurs during 6:00 pm - 6:00 am.

Section 15. Hazardous Weather/Emergency Conditions

- a. The Employer will plan the procedures for hazardous weather/emergency conditions and will annually communicate these procedures to employees.
- b. All employees will be informed at the time the Employer declares hazardous weather/emergency conditions.
- c. When hazardous conditions (e.g., extreme weather conditions, serious interruptions in public transportation, earthquake, and disasters such as flood, fire or other natural phenomena) arise, the Employer will determine whether all or part of the park should be closed or whether the park should be open as usual. If the Employer decides to close all or part of the park during periods the park would otherwise be open, the Employer will notify employees whether liberal leave or authorized absence will be authorized. Employees who are prevented from reporting to work due to the closure of all or part of the park should be granted authorized absence in accordance with OPM guidance and/or government-wide regulations.
- d. Excused absence during emergency situations does not generally apply to employees who provide critical services because of the need to assure continuity of essential operations. However, in extreme situations, where employees who provide critical services make reasonable efforts to get to work and are unable to do so, excused absence is appropriate except in rare circumstances.
- e. Whenever employees are unable to leave the facility at the end of their shift, and the employee is assigned work, the employee will be paid in accordance with established policy for the payment of premium rates.
- f. In accordance with government-wide regulations, the Employer will fully implement the provisions of any approved program designed to provide inter-agency leave donation for employees affected by natural disasters.

Section 16. Military Leave

- a. Military leave will be granted consistent with government-wide rules and regulations.
- b. Full-time permanent and part-time permanent employees who are members of the National Guard or the Armed Forces Reserves are entitled to fifteen (15) calendar days of regular military leave in a fiscal year for active duty or active duty for training.
- c. The Employer will not arbitrarily deny an employee's request for military leave.
- d. For part-time employees, military leave is prorated based on the number of hours in the employee's work week.
- e. Employees who do not use the entire fifteen (15) days can carry any unused military leave [not to exceed fifteen (15) days] over to the next fiscal year. Military leave may never exceed thirty (30) days in any one calendar year.

- f. The Employer will take into consideration the schedules of employees who work off-tours and will, when possible, arrange schedules to allow such employees to have scheduled days off immediately preceding and following the required military leave.
- g. Those employees on 24/7 schedules will continue to be charged military leave on a daily basis for duty days.
- h. Employees Returning From Active Duty. In accordance with the Presidential Memorandum dated November 14, 2003, as a welcome home, returning federal civil servants who were called to active duty in the Global War on Terrorism will be granted five (5) days of excused absence for every deployment.

ARTICLE 20

PAY ADMINISTRATION

Section 1. Employees will receive compensation to which entitled in accordance with applicable laws and regulations.

Section 2. Should extraordinary events preclude payment of employees on a regularly scheduled payday, the Employer will make every reasonable effort to ensure that payment is made in the most timely manner practicable. When it is determined that a paycheck was not issued or not received within two (2) business days after the payday, the Employer will, after consultation with and concurrence from the employee, request a supplemental check be issued immediately.

Section 3. In cases where a conflict exists between overtime entitlement under the Fair Labor Standard Act and Title 5, employees will be paid the greater entitlement. Refer to Article 24, "Overtime", for additional information on this topic.

Section 4. At the time an employee is notified of the existence of a claim by the United States due to erroneous overpayment covered by Section 5584 of Title 5 U.S.C., he/she will be informed of the right to file an application for waiver of such claim. Upon request to their supervisor, the employee will be provided with the necessary forms to request waiver of overpayment (e.g. moving expenses for relocation, Relocation Income Tax Allowance, overpayment of salary, etc.)

Section 5. Should an employee be the subject of an unjustified or unwarranted personnel action which results in the withdrawal or reduction of all or part of the pay, allowances or differentials otherwise due the employee, the employee may be entitled, on correction of the personnel action, to receive back pay and reasonable attorney fees in accordance with the Back Pay Act and Section 5596, Title 5 USC and Subpart H of Part 550 of the Civil Service Regulations.

ARTICLE 21

ENVIRONMENTAL DIFFERENTIAL AND HAZARDOUS DUTY PAY

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

rules, and regulations.

Section 2. Hazardous duty pay and environmental differential pay have separate legal authorities. The authority for hazardous duty pay is found in 5 U.S.C. 5545(d) and 5 CFR 550, Subpart I, and applies to General Schedule employees. The legal authority for environmental differential pay is found in 5 U.S.C. 5343(c)(4) and 5 CFR 532.511, and applies to Federal Wage Service (i.e. WG, WL) employees. Refer to 5 CFR Part 532, Subpart E, Appendix A (for FWS employees) for additional information regarding employee eligibility to receive environmental differential.

Section 3. Employees will be notified when assigned work for which environmental pay is indicated. However, if at any time during the job assignment the employee believes that such pay is warranted, he/she may bring the matter to the attention of his/her supervisor. The Union may investigate and bring the issue directly to the attention of the Employer.

ARTICLE 22

OVERTIME

Section 1. Overtime is any authorized and approved work which requires an employee to work in excess of their daily, weekly, or biweekly basic work requirement. When an employee works overtime, whether covered by the Fair Labor Standards Act or exempt, such overtime will be paid in increments of fifteen (15) minutes.

Section 2. Overtime work is compensated at premium rates and is carefully managed as a scarce resource. This resource will be administered in an effective, efficient, fair, equitable, and open manner. First consideration will normally be given to employees currently assigned to the job. Second consideration will normally be given to employees whose duties are similar to those to be performed. The Employer will also give consideration to other qualified employees, including those who volunteer for overtime. The final decision on all overtime assignments, however, will rest with the Employer.

Section 3. The Employer will notify employees of overtime assignments twenty-four (24) hours in advance, if practicable, prior to overtime work required on days outside the normal tour of duty. However, management reserves the right to schedule overtime without the necessary twenty-four (24) hours advance notice if conditions warrant. In making overtime assignments, a supervisor, upon request of an employee, may relieve the employee of an overtime assignment provided another qualified employee is available and willing to work. Unless relieved by their supervisor, employees will be expected to work overtime for which they have been scheduled. When the Employer deems it necessary to cancel overtime, the employees will be given as much advance notice by management as is practical [preferably twenty-four (24) hours] considering the particular circumstances involved in the cancellation. The Employer will make every effort to personally advise the employee(s) of the cancellation of overtime. Regardless, two (2) hours prior to the start of the scheduled overtime, the employee should follow the chain of command to see if it has been cancelled. If employees have not been advised by the Employer that overtime has been cancelled and report for duty, they will be provided with two hours of overtime pay.

Section 4. Management agrees to maintain records in a reasonably understandable form to assure that each employee in an organizational unit receives fair and equitable consideration for overtime. Records will be current and accessible to the Union upon request.

Section 5. Premium pay for overtime work will be computed and paid in accordance with applicable laws and regulations. Eligible employees may be granted compensatory time instead of overtime pay

at their written request unless the pressures of workload or other factors do not permit the granting of compensatory time.

Section 6. Employees granted medical exemptions which limit their ability to perform at full performance for those duties to be accomplished on overtime need not normally be considered for overtime work. This is not intended to preclude the assignment of overtime work to employees with disabilities who have demonstrated the ability to perform work in accordance with established standards.

Section 7. Employees will normally be paid for their overtime hours not later than two (2) pay periods from the date the overtime is worked.

Section 8. Callback overtime work performed by an employee on a day when work was not regularly scheduled for the employee or for which the employee has been requested to return to the place of employment will be considered to be at least two (2) hours in duration for the purpose of overtime pay, regardless of whether the employee performs work for two (2) hours.

Section 9. Employees can accrue and use compensatory time (5 U.S.C. 5542) when approved by the Employer. Eligible employees may request compensatory time off in lieu of overtime pay, and the approving official will consider staffing needs in the decision whether to approve compensatory time. However, supervisors shall not require employees to take compensatory time in lieu of overtime pay. If the employee does not request compensatory time off in lieu of overtime pay, or if the employee's request for compensatory time off in lieu of overtime pay is not granted, the employee shall be compensated for such overtime under the applicable statutory provisions.

Section 10. The Employer will permit employees who earn compensatory time instead of overtime to use their compensatory time at the earliest time convenient to them within twenty-six (26) pay periods from the date on which it was credited to them. Normally, compensatory time off will be granted before annual leave is approved. If annual leave would otherwise be forfeited, then annual leave will be granted before compensatory time off. An employee who is unable to use compensatory time within twenty-six (26) pay period will receive overtime pay, instead.

ARTICLE 23

EMPLOYEE DETAILS, REASSIGNMENTS AND TEMPORARY PROMOTIONS

Section 1. This Article applies only to the assignment of CUVA and JAGA employees to CUVA and JAGA positions.

Section 2. A detail is the temporary assignment of an employee to a different position or set of duties for a specified period of time. To the extent possible, employees will be notified of detail opportunities. Such notification will be documented.

- a. An employee may be detailed for a period not to exceed thirty (30) continuous calendar days on an unofficial (unrecorded) basis to perform duties of equal or lower graded positions. An employee may claim credit for such details by documenting the detail on their resume.
- b. An employee will not normally be detailed in excess of thirty (30) continuous calendar days to a position of lower or equal grade. If it becomes necessary to extend a detail beyond thirty (30) continuous calendar days, the Employer will consider the employee's

wishes to either terminate or continue the detail.

- c. When selecting employees for details of more than thirty (30) days to equal or lower graded positions, the Employer will first consider qualified volunteers and then consider qualified employees with the least seniority.

Section 3. Reassignment or change to lower grade of employees to positions of known non-competitive promotion potential will be done in accordance with competitive procedures except when the employee is currently at a grade equivalent to or higher than the grade to which the employee could be non-competitively promoted as a result of the reassignment or change-to-lower grade. Please refer to the NPS Merit Promotion Plan for additional information.

Section 4. Employees detailed to higher graded positions for more than thirty (30) calendar days, will receive a temporary promotion if fully qualified. When selecting employees for temporary promotions, the Employer will follow the procedures in the NPS Merit Promotion Plan.

Section 5. The Employer agrees to inform the Union in writing before detailing or assigning Union officers and stewards away from the work group to which they are normally assigned provided the detail arranged is in excess of thirty (30) continuous calendar days. The Union will be informed of the matter at least seven (7) calendar days prior to the change except when compelling work-related reasons preclude such advance notice. The Union may present reasons as to why such an assignment would adversely impact it.

Section 6. The Union may request that management consider the reassignment of an employee to another bargaining unit position as resolution to a grievance or complaint.

Section 7. Employees may submit requests for voluntary reassignment or change to lower grade to position vacancies for which the employee(s) qualify.

Section 8. Reassignments that are noted in other articles, such as but not limited to: Discipline, Investigations, Performance, Workers' Compensation, RIF, and Reasonable Accommodation, will follow the procedural requirements found within those respective articles. Administrative reassignments/involuntary reassignments are reassignments initiated by the Employer to meet valid operational needs. When such a reassignment is to be done, the Employer will provide the Union with 30-days notice, and bargain to the extent required by law and this agreement prior to effectuating the involuntary reassignment. In an emergent situation where the Employer has less than thirty (30) days notice of the need for the reassignment, the Employer will provide the Union with as much advance notice as it has, and an explanation of why the 30-day time frame could not be met. The Employer will provide the Union with the reasons for the action, the number/title(s) of positions affected, and the actions the Employer intends to take to reduce the impact on employees.

ARTICLE 24

MERIT PROMOTION

Section 1. The Employer and the Union agree that it is the objective of Merit Promotion to assure that positions are filled with the best qualified candidates available in order to enhance the accomplishment of CUVA's and JAGA's mission. The Employer and the Union also recognize that promotion opportunities for current CUVA and JAGA employees are important to continued job satisfaction and employee morale. In this spirit, the Employer, when determining the method of filling vacancies, will consider whether current CUVA or JAGA employees are qualified for the vacancy. Notice of vacancy

announcements issued for the parks will be electronically communicated (e.g. The Post).

Section 2. The Employer agrees to comply with the provisions of applicable laws and regulations governing hiring and employment. Only valid job-related factors will be used in evaluating employees for position vacancies in the bargaining unit.

Section 3. Vacancy announcements will identify the title, series, and grade(s) of the position(s); organizational location(s); whether the initial position(s) is to be filled on either a temporary or permanent basis; and the security requirements, if applicable. If an announcement states that a position will be filled on a temporary promotion basis (e.g., not leading to permanent), such promotion will not be made permanent unless the position is re-announced under competitive procedures.

Section 4. In recognition of the spirit and intent of Section 1 of this Article, positions may be filled from any appropriate source, including external hiring or merit promotion.

Section 5. Each time a bargaining unit position is announced, the provisions of the NPS Merit Promotion Plan## will be followed. The Best Qualified Candidates will be referred on the Candidate referral list to the selecting official(s). The Union will be notified when a qualifications panel is being assembled and participate in accordance with Section 6 of the NPS Merit Promotion Plan.

Section 6. Selections Interviews: Selecting officials may use interviews to assist them in the selection process. The candidates interviewed will be those identified by the selecting official as the top candidates from among those referred to him/her.

Section 7. The Union, upon request, will be permitted to review the sanitized merit promotion file and other information used by the promotion panel in accordance with 5 U.S.C. 7114 (Representation Rights and Duties), and other applicable laws and regulations.

Section 8. Awards, training, and experience gained in outside activities will be considered under the Merit Promotion Program provided they are clearly relevant to the major tasks and duties for the position to be filled and listed by the applicant on the resume.

Section 9. Employees who are demoted within CUVA or JAGA through no fault of their own, entitling them to grade or pay retention, will be accorded priority referral for position vacancies at or below their former grade level.

ARTICLE 25

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Policy: Neither the Union nor Management will unlawfully discriminate against an individual. Policy will adhere to the Equal Employment Opportunity Act, the Age Discrimination in Employment Act and all other regulations affecting such.

Section 2. Mutual Consultation: Both Labor and Management agree to consult each other regarding problems of discrimination and resolve to find mutually effective and lasting remedies to bona fide cases of discrimination.

Section 3. Park EEO Committees: In order to bring the full cooperation of Labor and Management to bear upon the EEO program, the Union may recommend employees to serve on the EEO Committee, and the Employer will give due consideration to their recommendations. The committee will be

appointed by the Employer, will record all recommendations, and will establish a regular meeting schedule.

Section 4. Recognition: Employees or officials actively contributing to the advancement of Equal Employment Opportunity may be recognized for their actions.

Section 5. Reasonable Accommodation: A reasonable accommodation is any change in the work environment or in the way things are usually done that result in equal employment opportunity for an individual with a disability. All employees should be provided an opportunity to become familiar with the reasonable accommodation process and the basic access requirements. For additional information, employees can review Director's Order 16A: Reasonable Accommodation for Applicants and Employees with Disabilities.

Section 6. Upward Mobility: Upward Mobility is a systematic management effort that focuses personnel policy and practices on the development and implementation of specific career opportunities for lower level employees who are in positions or occupational series which do not enable them to realize their employment opportunity. The Employer agrees, before beginning the recruitment process for a vacancy, to consider establishing the position as an upward mobility opportunity.

ARTICLE 26

EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Employer and the Union acknowledge the need to provide referral service to employees suffering from alcohol abuse, drug dependency, emotional disturbances, or any other personal problems which adversely affects an employee's productivity or conduct.

Section 2. Medical/behavioral problems of an employee and/or members of his or her immediate family, including alcoholism or drug abuse, may interfere with an employee's job performance or conduct. The parties recognize that with proper counseling and treatment, it is possible for such employees to return to satisfactory levels of performance and conduct. Confidentiality of any treatment will be maintained by both Employer and the Union.

Section 3. Subject to work requirements, requests for leave for treatment will be considered in accordance with applicable laws, regulations, and this Agreement.

Section 4. The Employer will, upon request, provide information to employees and the Union regarding the Employee Assistance Program.

ARTICLE 27

TRAINING AND DEVELOPMENT

Section 1. The Employer and the Union recognize that self-development is encouraged. The Employer will consider training that will enhance job performance, build skill sets related to the employee's current position or newly assigned duties, or otherwise benefit the agency.

Section 2. Employees may be provided on-the-job training reasonably necessary to maintain an acceptable level of proficiency in their assigned positions. Such training will be provided based upon the needs of the Employer.

Section 3. The Employer agrees to publicize all known training programs that are available to bargaining unit employees. This will be provided as training opportunities are received through normal distribution channels.

Section 4. Employees will submit a written request for training to their supervisor. The supervisor will respond to the request indicating park approval or denial of the training. The reason for denial will be included in the response documentation. Upon request, the Union and/or the employee will be provided with a copy of this documentation.

Section 5. For training approved by the Employer during normal business hours, the employee's work schedule will be adjusted to correspond with hours of training.

Section 6. The Employer agrees to make reasonable efforts to extend partial or full reimbursement for tuition and other valid, reimbursable fees in accordance with laws, regulations, and resource allocations, when the training has been approved in advance and has been determined to be in the interest of the Government.

Section 7. No employee will be adversely impacted in selections for training because of any mandated training requirements.

Section 8. CPR Training and/or First Aid Training will be made available to all interested employees not otherwise required to take such training.

Section 9. Where there is sufficient interest among employees to warrant on-site courses in a subject or field not related to job duties, the Employer will allow the use of CUVA or JAGA space after duty hours. The expense of the course will be borne by employees attending.

Section 10. The Employer agrees to arrange for space, if available, to the Union to conduct Labor Management Relations training for Union representatives during working hours when the training is beneficial to relations between management and labor. The request for such space must be submitted to the Employer, in writing, at least ten (10) working days prior to the date the space is desired.

Section 11. The Employer will consider requests for Union representatives to attend a minimum of 2 (two) Union-sponsored training determined by the employer to be of mutual benefit to the Union and the Employer, absent compelling work requirements. Reasonable official time may be granted for the training, or a portion of the training, related to Union representational responsibilities.

Section 12. Voluntary employee training files will be maintained by the park Administrative Office. Employees may submit copies of their completed training certificates to these files. Electronic documentation is preferred.

ARTICLE 28

TEMPORARY INCAPACITATION OF EMPLOYEES/LIGHT DUTY

Section 1. The Employer may provide alternative work in lieu of sick leave for employees who are temporarily unable to perform the complete physical requirement of their assigned duties caused by a non-work related illness or injury but who are able to report for work and perform other duties commensurate with employee's limitations and qualifications. To the extent that is operationally feasible, the Employer will consider temporarily reassigning the employee to an appropriate

assignment, or "light duty", under the following conditions:

- a. Upon reporting for work, the employee will submit a written signed request for limited duty and such a request must set forth the nature of the disability and the specific physical requirements of his/her assigned duties that the employee is unable to perform. The employee's request will be supported by a statement of certification from the individual's health care provider as defined by 5 C.F.R 630.1202. Provided: The employee is obligated to provide a prognosis from such health care provider of the employee's recovery, including the anticipated date the employee should be able to return to full duty status.
- b. The Employer will determine whether a temporary assignment of the employee is appropriate. Determination will be based on the employee's written statement, related statements, medical certification, the prognosis required by Section 1a of this Article, discussion with the employee, and the availability of alternate work.

Section 2. Telework: In accordance with the guidance as provided in the *DOI Telework Handbook*, if an employee is able to perform work at home, a teleworking agreement may be used when a health care provider has determined that the employee is unable to physically report for duty.

ARTICLE 29

POSITION DESCRIPTIONS

Section 1. Each employee is entitled to an accurate position description which defines major duties and responsibilities. The position description will be reviewed annually. If the Employer assigns major duties and responsibilities on a recurring basis and those duties are not listed in the employee's position description, the Employer will amend the position description to reflect those duties and responsibilities. The Employer will assign duties (grade controlling) consistent with the grade level of the employee's position. Other duties may be assigned based on the work requirements of the park.

Section 2. When the Employer significantly changes the position description of bargaining unit employees, the Employer agrees to provide the Union with a copy of the finalized position description within ten (10) work days of its receipt by the Employer. The Union may comment and negotiate, as appropriate, regarding the impact of the changes. When position classification decisions are made that would cause the demotion of bargaining unit employees, the Employer will notify the Union ten (10) work days prior to the action. Upon request, the Union may review the position classification standards utilized to arrive at the decision to reclassify the position(s).

Section 3. When the Employer is asked to comment on proposed changes to classification standards, the Union will be provided an opportunity to submit its comments to the Employer regarding the impact of the proposed standards.

Section 4. Agency Complaints and Appeals (Desk Audit). Any employee who feels that he/she is performing duties outside the scope of the position description or that the position is inaccurately described and/or classified may request through the immediate supervisor that the position description be reviewed. Any employee who believes his/her position is misclassified may appeal the classification as defined in appropriate regulations, outlined as follows:

- a. Wage Grade employees may appeal to the NPS or Department of Interior and then to the Office of Personnel Management.

- b. General Schedule employees may appeal to the NPS or Department of Interior first and then to OPM if dissatisfied, or may go directly to the Office of Personnel Management.
- c. Notices to employees downgraded as a result of reclassification will include an explanation of the employee's options for review.

Section 5. Retained grade and retained pay rights will be afforded those employees who are subject to such provisions as defined in applicable law and Government-wide regulations (5 CFR 536.301).

ARTICLE 30

PERFORMANCE MANAGEMENT SYSTEM

Section 1. Governing Regulations

The Performance Management System is governed by Chapter 43 of the Civil Service Reform Act, 5 C.F.R 430, DOI Policy 370 DM 430, and DOI Performance Appraisal Handbook. This system applies to all permanent full-time and part-time park staff. Temporary employees are excluded from this process. Guidelines regarding their appraisal process fall under the NPS Performance Appraisal Policy for Temporary Employees.

ARTICLE 31

WITHIN-GRADE INCREASES

Section 1. Within-grade increases will be granted or withheld in accordance with applicable laws and regulations. Employees will be considered to have attained an acceptable level of competence when they fully meet the normal performance requirements in all elements. Employees will be advised whenever the supervisor believes that their performance has become unacceptable in accordance with the procedures as described in Article 30 "Performance Management System".

Section 2. When a supervisor's evaluation leads to a conclusion that an employee's work is not of an acceptable level of competence, the within-grade increase will be denied as provided by applicable regulations. In such cases, the Employer will discuss with the employee methods and means to improve performance. Employees may request advice and assistance from supervisors at any time on ways to improve performance. Where an employee has been assigned to his/her present supervisor or certifying official for less than ninety (90) days and the certifying official cannot adequately assess the employee's performance, the certifying official will secure the views of the employee's prior supervisor, when available, before making a determination.

Section 3. When the supervisor's evaluation leads to a conclusion that the employee's work is not of an acceptable level of competence, the Employer will discuss the situation with the employee and provide a copy of the determination in writing. Normally, the employee will receive this determination sixty (60) days prior to the end of the waiting period. However, failure to give this advance notice will not entitle the employee to an increase which they would not otherwise have received. Earning a within grade increase is governed by the requirements as established by law in 5 CFR 531.404. The determination will include:

- a. An explanation of those aspects of performance in which the employee's services fall

below an acceptable level and how this affects the employee's performance.

- b. A statement of the acceptable level of performance on each of those work aspects.
- c. Advice as to what the employee must do to bring his/her performance up to the acceptable level.
- d. A statement that the employee's performance will not be evaluated as being at an acceptable level unless such performance improves to the acceptable level.
- e. A statement that specifies the period of time the employee has to reach an acceptable level, and that, when the employee's performance reaches an acceptable level of competence the within grade increase will be granted.
- f. The employee may request an administrative reconsideration in writing within fifteen (15) calendar days of receipt of the notification.
- g. The name of the person responsible for receiving the request for administrative reconsideration and for making the decision.

Section 4. In processing a request for reconsideration:

- a. The employee will be given the opportunity to contest personally and in writing the basis for the negative determination;
- b. The employee will be given the opportunity to have a Union representative; and
- c. Reasonable official time will be granted to both the employee and Union representative to prepare and present the request.

Section 5. If the decision on the employee's request for reconsideration sustains the original negative determination, the Employer will notify the employee of his/her right to grieve that decision under the Negotiated Grievance Procedure. The first step of the grievance procedure will be bypassed.

Section 6.

- a. When the reconsideration or grievance results in a decision favorable to the employee, the within-grade increase will be effective as of the date it would have been made had the initial determination been favorable.
- b. When the reconsideration or grievance sustains the original unfavorable decision, or the employee does not request reconsideration, a new determination should be made as soon as the supervisor is satisfied that the employee has attained an acceptable level of competence. Such a new determination, if favorable to the employee, will be effective the first day of the pay period following the new determination.

ARTICLE 32

INCENTIVE AWARDS

Section 1. The parties agree that an incentive awards program is a beneficial program through which outstanding employee accomplishment may be recognized. The Employer may recognize employee performance that contributes to improvements in mission efficiency and effectiveness. The Employer maintains an incentive awards policy/program consistent with DOI policy and OPM regulations. The Employer will act promptly on employee contributions to encourage maximum employee participation and will identify program or operational areas in which extraordinary work results warrant the consideration of an employee for cash awards, commendations and honorary awards.

Section 2. In the event the Employer establishes an Incentive Awards Committee, the Union may designate a representative to serve on this committee.

Section 3. The Employer may utilize a variety of monetary and non-monetary awards to recognize exceptional performance, accomplishments, and acts. Specific awards may be, but are not limited to, Special Thanks for Achieving Results (STAR) awards, Time-off awards, Performance-Based awards, Quality Step Increase (QSI), On-the-Spot awards, and letters of commendation.

Section 4. The awards program will be equitable in opportunity and there must be fairness and equity in the distribution of awards. For additional information, refer to DOI 370 DM 451.1, NPS policy, and OPM regulations which can be found at www.opm.gov .

ARTICLE 33

DISCIPLINE AND ADVERSE ACTIONS

Section 1. Basis

Disciplinary action is action taken by management to correct unacceptable conduct engaged in by CUVA and JAGA employees and/or to maintain discipline or morale among the work force.

Disciplinary actions, when necessary, will be consistent with DOI policy 370 DM 752 and 5 C.F.R 752 on Disciplinary and Adverse actions. The Employer agrees that discipline will be administered as a corrective rather than a punitive measure.

Section 2. Corrective Actions

- a. Oral admonishment/counseling and written counseling are not considered formal disciplinary actions;
 - (1) Oral Admonishment/Counseling – An oral admonishment/counseling is a discussion between the Employer and an employee for the purpose of producing a desired change in the employee's conduct. It is the least severe of the disciplinary actions, having no procedural requirements, no prescribed format and a high degree of flexibility.
 - (2) Written Counseling – A written counseling is a memorandum to an employee that a change in conduct must occur or more severe disciplinary action may follow. The counseling should specifically summarize the infraction that has occurred and give guidance on how to handle or address similar situations in the future.

Letters of counseling will be maintained for six (6) months or up to one (1) year depending entirely on the employee's future conduct. Letters of counseling will not be placed in the employee's electronic Official Personnel File (eOPF).

- b. Disciplinary action includes reprimand and suspension for up to and including fourteen (14) calendar days;
 - (1) Reprimand – A letter of reprimand is a formal disciplinary action in which written notice is given to the employee regarding a specific infraction(s). While similar to a written counseling, a reprimand is placed in the employee's eOPF for a period of two (2) years from the date the employee is issued the action.
 - (2) Suspension – A suspension action places the employee into an involuntary non-pay non-duty status for a specific number of calendar days. A suspension of fourteen (14) calendar days or less is a disciplinary action. Suspension actions, once decided, become a permanent part of the employee's eOPF.
- c. Adverse actions as defined in 5 CFR 752 include suspensions of more than fourteen (14) calendar days, furlough of thirty (30) calendar days or less, reductions in grade or pay, and removal;
 - (1) Suspension – A suspension action places the employee into an involuntary non-pay non-duty status for a specific number of calendar days. A suspension beyond fourteen (14) calendar days is an adverse action. Suspension actions, once decided become a permanent part of the employee's eOPF.
 - (2) Reduction in grade and/or pay – A reduction in grade and/or pay is an adverse action that reduces the employee's current grade and/or pay. Where appropriate, consideration may be given to reduction in grade and/or pay in lieu of removal. A reduction in grade and/or pay becomes a permanent part of the employee's eOPF.
 - (3) Removal – A removal is the involuntary separation of an employee from the Federal Service. It is an adverse action and becomes a permanent part of the employee's eOPF.
- d. All formal disciplinary and adverse actions may be grieved under the negotiated grievance procedures.

Section 3. Determining Discipline

- a. All disciplinary measures shall be affected in a prompt, fair, and equitable manner, and with the employees' rights fully protected. Disciplinary actions will be taken without regard to race, color, national origin, religion, sex, marital status, age, physical condition, or political beliefs and Union affiliation.
- b. If deemed necessary, an investigation will be conducted by the Employer to determine the facts surrounding the misconduct. In deciding what penalty is appropriate the Employer shall review and consider the *DOI Table of Penalties* and the twelve (12) Douglas Factors. Both items can be found within DOI 370 DM 752.

- c. In taking disciplinary action for misconduct which has occurred off the job, the Employer must establish a relationship between the off-duty misconduct and the employee's inability to perform effectively on the job or the Employer's inability to maintain the efficiency of the Service.

Section 4. Notice

Employees issued a notice of proposed disciplinary action will be advised of their rights in the proposal. The employee and his/her representative, if any, will be given the opportunity to review the material used to support the charges. A reasonable amount of duty time (normally hours, not days) will be granted to prepare a response to the proposal. Time limits for the employee's response may be extended upon reasonable request.

Section 5. Employee Rights

The following rights apply to the types of discipline specified below:

- a. Suspension of fourteen (14) days or less:
 - (1) An advance written notice stating the specific reasons for the proposed suspension;
 - (2) Seven (7) calendar days to respond either orally or in writing to the proposed action;
 - (3) Representation by a Union representative, an attorney, or other representative;
 - (4) A written decision and the specific reasons therefore, at the earliest practicable date;
 - (5) To grieve the decision through the negotiated grievance procedure contained in this agreement (Article 8, "Grievance and Arbitration").

- b. Removal, Suspension of more than fourteen (14) days, Furlough Without Pay for thirty (30) days or less, or Reduction in Pay or Grade:
 - (1) Thirty (30) day advance notice, unless the crime provision or other unforeseeable circumstances as outlined in 5 CFR 752.404 is invoked;
 - (2) Fourteen (14) calendar days to respond orally or in writing to the proposed action;
 - (3) Representation by a Union representative, an attorney, or other representative;
 - (4) A written decision and the specific reasons therefore, at the earliest practicable date;
 - (5) To appeal the decision under either the negotiated grievance procedure or to the Merit System Protection Board (MSPB) but not both.

Section 6. Alternative Discipline

- a. Once an employee receives a proposed action, the Employer may offer them an alternative discipline option in lieu of a traditional disciplinary action. These options are outlined below.
- (1) Alternative Discipline Letter (ADL or Paper Suspension) – an Alternative Discipline Letter (ADL), also known as a paper suspension may be used in place of a traditional off duty, without pay suspension. It allows the employee to serve the suspension on duty eliminating the loss of pay that occurs with a traditional suspension. An ADL contains the following:
 - i. A description of the misconduct;
 - ii. An acknowledgement of the misconduct by the employee;
 - iii. Identification of the traditional disciplinary actions that would normally be taken for the misconduct involved;
 - iv. A statement stating that the employee will serve their suspension on duty with pay in lieu of a traditional off duty and without pay suspension;
 - v. A waiver stating the employee has relinquished their right to file a complaint, grievance, or appeal in connection with this action;
 - vi. Acknowledgement that the ADL holds the same weight as a traditional suspension and can be used to support future disciplinary actions;
 - vii. A statement that the ADL will be placed in the employee's eOPF and will remain there for ten (10) years from the date the employee signs the ADL. After such time it will be removed.
 - viii. A statement that the ADL is voluntarily entered into by the employee;
 - ix. Signatures of the employee and deciding official.
 - (2) Abeyance Agreement (Last Chance Agreement) – An Abeyance Agreement (AA) or Last Chance Agreement may be used in connection with proposed removal actions. The AA allows for the removal action to be held in abeyance for a period of time, giving the employee one last chance to improve their behavior. An AA contains the following:
 - i. A description of the misconduct;
 - ii. An acknowledgement of the misconduct by the employee;
 - iii. Identification of the traditional disciplinary actions that would normally be taken for the misconduct involved;
 - iv. An opportunity period of one (1) to two (2) years during which the removal action is held in abeyance allowing the employee a last chance to improve their behavior. Any additional infraction that occurs during this opportunity period would result in the employee's immediate removal.

- v. A waiver stating the employee has relinquished their right to file a complaint, grievance, or appeal in connection with this action;
 - vi. A statement that the AA is entered into voluntarily by the employee;
 - vii. Signatures of the employee and the deciding official.
- b. The option of entering into any type of alternative discipline agreement is voluntary on the part of the employee. When offered this agreement, the employee has the right to review the document and discuss it with their representative for a period of twenty-four (24) hours before signing it. This time frame may be extended if mutually agreed to by both parties.

Section 7. Probationary and Temporary Employees

The parties recognize that probationary and temporary employees do not fall under the processes outlined under 5 C.F.R. 752 and therefore, the processes described in this article do not apply to these appointments. Probationary employees are covered under 5 CFR 315. Temporary employees are covered under 5 CFR 316.

ARTICLE 34

INDEBTEDNESS

Section 1. Employees are expected to pay promptly all just financial obligations. A just obligation is one which the employee acknowledges as being just or which has been reduced to a judgment by a court. Employees are obligated to make prompt payment of federal, state and local taxes.

Section 2. When the Employer determines that an employee is indebted financially to the United States Government, the Employer will bring such debt to the attention of the employee. In determining the method of collection, the Employer will consider the amount owed, and any mitigating of hardship circumstances documented by the employee. Collection will be made in accordance with the provisions of law and regulation.

ARTICLE 35

PROBATIONARY EMPLOYEES

Section 1. In accordance with to 5 CFR 315.801 and 315.802 probationary employees serve a probationary period before their appointment becomes final. The Employer will utilize the probationary period to determine the fitness and qualifications of the employee for continued employment.

Section 2. When a probationary employee enters on duty, the Employer will provide the employee with a current and complete job description, and performance standards. This will be done within sixty (60) days after the employee enters on duty.

Section 3. A probationary employee to be terminated will be given reasonable advance notice to the extent possible, except in cases of potential danger to others or property.

Section 4. When the Employer decides to terminate an employee serving a probationary period

because the employee's work performance, general character traits, or conduct during this period fails to demonstrate fitness or qualifications for continued employment, it will terminate his/her services by notifying him/her in writing why he/she is being separated and the effective date of the action. The notice will consist of the Employer's conclusions, including work performance and/or conduct issues, as to the employee's inadequacies.

Section 5. When the Employer proposes to terminate an employee serving a probationary period for reasons based in whole or in part on conditions arising before appointment the employee is entitled to:

- a. An advance written notice stating the specific reasons for the proposed action.
- b. A reasonable time to file a written reply and to furnish affidavits in support of his/her answer. The Employer will consider the reply in reaching its decision.
- c. Written notification of the Employer's decision at the earliest practicable date.

ARTICLE 36

CONTRACTING OUT (A-76)

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

Section 2. The Employer agrees to consult openly and fully with the Union regarding any commercial activity review of a function within the bargaining unit, and comply with controlling laws and regulations as set down in Article 2 of this Agreement to include OMB Circular A-76, Federal Acquisition Regulations 48 CFR Section 7.3 et seq., any revisions, and including directives, laws, rules, and regulations of higher authority not in conflict with this Agreement. The Employer agrees to provide any and all updates on the A-76 Circular regarding contracting-out and the FAIR Act on a service-wide, region-wide and park-wide (CUVA and JAGA) level, as it becomes available.

Section 3. The Employer will notify the Union when decisions are made to conduct a comparison study for contracting out, or to contract out work which may affect bargaining unit employees. When cost-comparison studies involve discussion with employees, the Union will be given an opportunity to be present. The Union will be involved in all cost comparison studies and the development of all contract performance work statements.

Section 4. The Employer will notify the Union when CUVA or JAGA directs the contracting out of CUVA or JAGA work performed by bargaining unit employees. The Employer will discuss the reason for the contractual action, the status of affected employees, and the arrangements planned to minimize the impact on CUVA or JAGA employees. The Union will have thirty (30) calendar days to file comments with the Employer specific to local decisions. The Union will be granted official time in accordance with Article 9 to meet with involved employees. The Employer will give due consideration to the Union's comments prior to proceeding with the action. The Employer agrees to take all possible actions to minimize the impact on employees when a function is contracted out. Affected employees will be reassigned and/or retrained to maximum extent possible.

Section 5. The Employer agrees to provide basic training to Union representatives identified to participate for cost comparison/performance work statement teams. The designated Union representative will be notified of any site visits conducted by the park for potential contractors who

would be bidding on work previously done by bargaining unit employees.

Section 6. Bargaining unit employees will not be assigned work by a contractor unless provided for in the work contract or directed by the employee's supervisor.

Section 7. Right of first refusal – employees who are displaced due to the contracting out of their jobs will be given the first opportunity to fill employment openings under the contract for which they are qualified, unless prohibited by law or government-wide rule or regulations.

ARTICLE 37

REDUCTION-IN-FORCE

Section 1. All reduction-in-force (RIF) actions will be carried out in compliance with applicable laws and regulations. In particular, the policy, procedures, and terminology described in this article are to be interpreted in conformance with 5 USC 3501-3504, 5 CFR Part 351, 29 CFR 1614.203, and other applicable government-wide laws and regulations.

Section 2. Reductions-in-force will be avoided to the extent possible. When it becomes apparent that a reduction-in-force will be necessary, the Employer agrees to consider actions necessary to minimize the adverse impact, including but not limited to, providing on-the-job training for employees scheduled for separation and freezing competitive levels.

Section 3. The Employer will notify the Union of the reasons for the reduction-in-force, the tentative effective date of action, and the competitive levels and probable number of employees affected. Upon request, copies of each retention register within competitive levels to be affected will be provided the Union.

Section 4. Should the situation dictate, the Employer agrees to request implementation of the early retirement provisions of Public Law 95-454 (Civil Service Reform Act) in order to minimize the impact of the reduction-in-force. A copy of the request for early retirement authority will be provided to the Union, upon request.

Section 5. In the event of a RIF, the Employer agrees to provide the Union a listing of all bargaining unit employees demoted or separated by reduction-in-force action. Such listing will contain the name, title, series and grade of each affected employee.

Section 6. When an employee receives a reduction-in-force notice, he/she will be permitted to review the retention register(s) and competitive level(s) pertaining to his/her retention/placement rights. An employee will have the right to have Union representation when reviewing such records.

Section 7. Employees scheduled for separation or demotion by reduction-in-force will be afforded the benefit of outplacement and reemployment programs in accordance with applicable laws, regulations and directives. Such programs may include the OPM Displaced Employee Program, OPM Voluntary Interagency Placement Program, and a Reemployment Priority List (i.e. Career Transition Assistance Program and Interagency Career Transition Assistance Program), as appropriate under law and regulation. Information

Section 8. In addition to the efforts specified in Section 7 of this Article, the Employer may implement a program to assist employees scheduled to be separated by reduction-in-force which goes beyond entering their names on various reemployment and priority placement lists. This effort may include

employee counseling and contacts with other Federal agencies, State employment sources, as well as employers in the private sector. The Union agrees to assist in such outplacement efforts by encouraging employee participation, publicizing the program and working cooperatively with the Employer in administering the program.

Section 9. Employees demoted in reduction-in-force will be afforded re-promotion rights in accordance with law, regulation and this Agreement.

Section 10. Furloughs of more than thirty (30) calendar days are considered reduction-in-force actions and will be carried out in accordance with the laws, regulations and this Agreement. Furloughs of thirty (30) calendar days or less will be carried out in accordance with 5 CFR 752 (Adverse Actions). Employees hired subject-to-furlough may be furloughed in accordance with the conditions of their appointments without regard to the provisions of this Section.

ARTICLE 38

TEMPORARY DUTY (TDY) AND LOCAL TRAVEL

A TDY trip is pre-authorized official travel to a location farther than fifty (50) miles from a traveler's official duty station and for a period of more than twelve (12) hours. When work is to be done outside of park boundaries, applicable travel regulations and policies will be followed.

ARTICLE 39

OCCUPATIONAL SAFETY AND HEALTH

Section 1. General: The Employer will furnish its employees a place and conditions of employment that are free from recognized hazards that can cause, or are likely to cause, death or serious physical harm, and will operate an occupational safety and health program in accordance with the requirements of 29 CFR Part 1960.

Section 2. Safety Committee: The Employer will inform the Union when there are vacancies on the CUVA or JAGA Safety Committee. The Union will provide a dues-paying representative to serve on the committee. Meeting minutes will be provided to the Union as soon as they are approved and before they are posted electronically.

Section 3. Accident Investigation: Accidents which result in a fatality or a lost-time injury will normally be investigated to determine the causal factors involved. When an investigation, as determined by the Employer, is to be conducted and the accident involves a bargaining unit employee, the Union will be notified and may participate as an observer to such an investigation.

Section 4. Inspections: All areas and operations of each work place, including office operations where employees work, will be inspected and documented at least annually.

- a. The Employer will be in charge of inspections and the Union Steward assigned to the area or work place, or a Union official will be given an opportunity to accompany the inspection.
 - (1) At the conclusion of an inspection, the Union representative will be given an opportunity to bring to the attention of the Management official in charge of the

inspection any pertinent information regarding conditions in the workplace.

- (2) A copy of all inspection reports involving areas or work places of unit employees will be provided the Union.
- b. A Union representative will be permitted to accompany any safety and health official during announced or unannounced inspections of the work place.

Section 5. Any employee who believes that an unsafe or unhealthy working condition exists in any work place has the right to, and is encouraged to make a report of the unsafe or unhealthful working condition to his/her immediate supervisor, higher level supervisor, park Safety Officer, the Regional Safety Officer or OSHA. The employee will be protected from any discrimination, restraint, interference, coercion or reprisal for making such reports.

Section 6. The Employer will conspicuously post in the work place the OSHA poster. Copies of the Occupational Safety and Health Act of 1970, Executive Order 12196, 29 CFR 1960, Basic Program Elements for Federal Employee OSH Program and Related Matters, will be available to all employees. Copies of OSHA's Safety and Health 29 CFR 1910, General Industry Standards, and 29 CFR 1926, construction standards will be available to the Union.

Section 7. Safety Equipment: The Employer will acquire, maintain and require the use of approved personal protective equipment, approved safety equipment, and other devices necessary to protect employees as required by OSHA, National Park Service and Regional Standards. Personal protective equipment will be properly maintained and kept in a sanitary condition.

- a. The Employer will furnish safety equipment, personal protective equipment, and other devices, identified by the authority having jurisdiction, that is mandatory and necessary for employees' protection.
- b. The Union will support the requirement that employees use safety equipment, personal protective equipment, and other devices and procedures, provided or directed and necessary for their protection, and that employees comply with standards, rules, regulations and orders issued by the Employer.
- c. The Employer agrees to purchase and maintain suitable protective clothing when required for employees when it is agreed that work assignments are of such a nature that cause the employee to be exposed to possible physical injury. The supervisor or park safety officer will identify those areas where it has been determined that such work assignments exist.

Section 8. The Employer recognizes the right of an employee to decline to perform an assigned duty because of a reasonable belief that the task poses an imminent risk/danger of death or serious bodily harm. This must be coupled with reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures established in accordance with this part as outlined in 29 CFR 1960.46.

- a. Employees who believe that an assignment poses imminent danger will immediately notify the immediate supervisor, park Safety Officer, or higher level supervisor, and provide a statement of the circumstances and basis for the belief (Green, Amber, Red).
- b. The Employer with a Union representative will immediately investigate the situation and the Employer will:

- (1) Conclude that no imminent danger exists and direct the employee to proceed with the assigned task;
- (2) Eliminate the imminent danger; or
- (3) Cease the operation.

If the Employer determines no imminent risk exists, the employee will proceed with the assigned task.

Section 9. When an employee is required to operate hazardous machinery or perform hazardous duties in isolated circumstances, the Employer will take measures to ensure the employee's safety, such as: safety equipment, personal protective equipment, and periodically verifying the employee's well-being. For information in reference to hazardous duty pay, please refer to Article 21.

ARTICLE 40

AGENCY RECORDS OF EMPLOYEES

Section 1. The Electronic Official Personnel File (eOPF) System contains electronic copies of the documents that make up an employee's Official Personnel File (OPF). This self-service tool enables the employee to electronically view and print OPF documents. To ensure the confidentiality of data viewed within this application, employees are required to access the eOPF system on a secured government network computer. Because formal training on retrieving eOPF documents is not offered by the Employer, requests for assistance and questions in reference to this system should be directed to the SHRO.

Section 2. Employees may place pertinent information in their eOPF subject to the OPM Guide to Personnel Recordkeeping and the Privacy Act.

Section 3. Managers and supervisors who have supervised or who are supervising an employee will understandably have recollections of that employee's performance, conduct and other work-related matters. These individuals may elect to keep their memories accurate by making notes, memoranda for record, or retaining other materials that serve as an extension of their memory. Such materials are not considered to be "agency records" under the Privacy Act. When such information is to be used for the purpose of discipline, the record must be made known to the employee in accordance with the processes as established in Article 33.

Section 4. All employee records are confidential and will be known or viewed by officials only with a legitimate need to know for the performance of their duties; they must be absolutely uncirculated, and retained in a secure location in order to prevent disclosure. Upon request, employees are permitted to review their own employee records.

ARTICLE 41

APPLICATION OF SENIORITY

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

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

ARTICLE 42

USE OF VOLUNTEERS IN THE PARK

Section 1. The Volunteers in Parks Program at CUVA and JAGA will be operated in accordance with Director's Order # 7.

Section 2. It is not the intent of the Employer that any employee should lose his/her job or be downgraded due to the use of a volunteer.

Section 3. The Employer will provide appropriate training in regulations, policies, and safety procedures, including use of radio, cell phones, reaction protocols relative to emergency situations and the location and use of emergency equipment and devices to volunteers and those working with volunteers.

Section 4. The Employer is authorized to recruit, train, and accept without regard to the civil service classification laws, rules, or regulations, the services of individuals without compensation as volunteers for or in aid of park functions, other services or activities. The Employer will follow its policy on the use of volunteers as outlined in the current Director's Order #7 and any future amendments. Should the policy be amended, management will fulfill its labor-management obligations as appropriate.

ARTICLE 43

ORIENTATION OF NEW EMPLOYEES

Section 1. The employer agrees to inform each new bargaining unit employee at CUVA and JAGA that NFFE Local 2062 is the exclusive representation of bargaining unit employees. The employer further agrees that it will provide a printed copy of this contract to each new employee at the time of the employee's check in with Personnel.

Section 2. The Employer will neither encourage nor discourage any employee from joining or participating in Union activities.

Section 3. The Employer will allow the Union to conduct an orientation meeting with new bargaining unit employees in a scheduled group orientation, or individually, whether all park or by division, if no such orientation is scheduled within four weeks of in-processing.

Section 4. The Employer will furnish to the Union the following information regarding all new bargaining unit employees in January and June of each year:

- a. Full name;
- b. Position title and grade;
- c. Organizational assignment;

- d. Date of entrance on duty.

ARTICLE 44

CHANGE OF STATUS NOTIFICATION

All bargaining unit employees will normally be advised on changes of status not less than fourteen (14) calendar days prior to such change. Change of status is: change of duty station, FLSA status change, change in bargaining unit status, or any personnel action that would require an SF-50 except for the following: pay adjustments, within grade increases, corrections to personnel records, awards, or benefits.

ARTICLE 45

MANDATORY FITNESS PROGRAM

The Employer and the Union will work together to make the mandatory fitness program outlined in Director's Order #57/Reference Manual #57 a success. Both parties agree that it is beneficial for participants to engage in fitness activities on their personal time as well as during their scheduled fitness time.

Employees will conscientiously spend their fitness time targeting their fitness needs as identified in their individual fitness plan. Fitness time will not be viewed as a waste of time or as free time that can be abused. The Employer will attempt to schedule three (3) hours of fitness time per week for each employee subject to workload demands. No more than one (1) hour per week will be credited for work activities performed in uniform.

Glossary of Acronyms

AFL-CIO	American Federation of Labor – Congress of Industrial Organizations
AWOL	Absent Without Leave
AWS	Alternative Work Schedule
CUVA	Cuyahoga Valley National Park
CVNP	Cuyahoga Valley National Park
DOI	Department of the Interior
FAR	Federal Acquisition Regulation
FLRA	Federal Labor Relations Authority
FMCS	Federal Mediation and Conciliation Services
FSIP	Federal Service Impasses Panel
FWS	Federal Wage System
IAMAW	Internal Association of Machinist and Aerospace Workers
LMR	Labor-Management Relations Committee
LWOP	Leave Without Pay
NFFE	National Federation of Federal Employees
NPS	National Park Service
OPF	Official Personnel Folder
PWS	Performance Work Statement

The parties signatory hereto agree that the foregoing final typed copy of the full agreement between the parties, has been read by all signatories hereunder and has been forwarded for approval by the Director of Human Resources on the 25th day of April 2016.

For the Employer:



Chief Negotiator



Member



Member



Member

For the Union:



Chief Negotiator



Member



Member



Member



Member

Concurred:



Superintendent
Cuyahoga Valley NP

Approved:



Director of Human Resources
Department of Interior



Date