

BASIC AGREEMENT

BETWEEN

UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE

COLONIAL NATIONAL HISTORICAL PARK, YORKTOWN, VIRGINIA

AND

THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES

LOCAL R4-68

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PREAMBLE

This Agreement is made and entered into by and between Union Local R4-68, National Association of Government Employees, hereinafter referred to as the "Union", and the Superintendent, Colonial National Historical Park, Yorktown, Virginia, hereinafter referred to as the "Employer."

The parties agree as follows:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Colonial National Historical Park in the public interest and the well being of employees within the meaning of Public Law 95-454 and the Department of the Interior's labor management policies and regulations to establish a basic understanding relative to personnel policies, practices and procedures and matters affecting other conditions of employment, and to provide means for amicable discussion and adjustment of matters of mutual interest.

WHEREAS, the Union agrees to support the Employer in his efforts to eliminate waste; combat absenteeism; conserve materials and supplies; insure timely completion of work; improve the quality of workmanship; encourage the submission of improvement and cost reduction ideas; prevent accidents and promote the development of good will among the Employer, employees and the local community.

WHEREAS, the Employer agrees that supervisors at all levels are expected to provide positive leadership and an example to the employees serving under their supervision and to instill in their subordinates a sense of belonging and responsibility. Supervisors are further expected to treat all employees under their supervision in a fair and equitable manner.

Now, Therefore, the parties hereto agree as follows:

ARTICLE 1 - EXCLUSIVE RECOGNITION

Section 1

The Employer hereby recognizes that the Union is the exclusive representative of all employees in the Unit (as defined in Section 2 below), and the Union recognizes the responsibilities of representing the interest of all such employees (without discrimination and without regard to employee organization membership) with respect to grievances, personnel policies, practices and procedures or other matters affecting their general working conditions, subject to the express limitations set forth in Articles 2 and 4 below.

Section 2

The Unit to which this Agreement is applicable is composed of the following eligible employees:

All non-supervisory blue-collar seasonal and permanent employees of the Colonial National Historical Park. Excluded are managerial officials, supervisors and employees engaged in Federal personnel work in other than purely clerical capacities.

ARTICLE 2 - APPROPRIATE MATTERS

Section 1

It is agreed and understood that matters appropriate for consultation and negotiation between the parties are policies and practices related to working conditions which are within the discretion of the Employer, including but not limited to such matters as safety, training, labor-management relations, employee services, methods of adjusting grievances, leave, promotion plans, implementation of pay regulations, and hours of work.

Section 2

The fact that certain subjects are not listed as appropriate for consultation does not restrict either party from meeting with the other to confer on matters which both consider appropriate for such consultation under this Agreement. It is further agreed and understood that the Employer will meet and confer with the Union before implementing changes of prior benefits and personnel policies and practices which are not specifically covered by this Agreement, except under conditions of emergency in which case the Union shall be notified as soon as practical of the changes and the reasons therefore.

Section 3

The Union and Employer negotiating teams will consist of no more than four (4) employee members each. Employees serving on the Union negotiating team shall be authorized official time for negotiations in accordance with Public Law 95-454. For purposes of application, negotiations are defined as that process beginning with preliminary meetings on ground rules, and running through all aspects of negotiations including mediation and impasse resolution processes when needed.

ARTICLE 3 - PROVISION OF LAWS AND REGULATIONS

It is agreed and understood by the Employer and the Union that in the administration of all matters covered by this Agreement, officials and employees are governed by existing laws and regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time the agreement is approved, and by subsequently published Department of the Interior and National Park Service policies and regulations required by law or by Government-wide regulations of appropriate authorities.

ARTICLE 4 - EMPLOYER RIGHTS

Section 1

Subject to Section 2 of this Article, nothing in this Article shall affect the authority of any management official of the Employer:

a. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and

b. In accordance with applicable laws:

(1) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Employer's operations shall be conducted;

(3) with respect to filling positions, to make selections for appointments from -

(a) among properly ranked and certified candidates for promotion; or

(b) any other appropriate source; and

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

Section 2

Nothing in this Article shall preclude the Employer and the labor organization from negotiating:

a. At the election of the Employer, not inconsistent with directives from higher authority, on the numbers, types, and grades of employees or

positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

b. Procedures which management officials of the Employer will observe in exercising any authority under this Article; or

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

ARTICLE 5 - RIGHTS OF EMPLOYEES

Section 1

The parties agree that employees shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist any Union which has as its primary purpose the betterment of working conditions, or to refrain from any such activity. Except as expressly provided hereinafter and in statute the freedom of such employees to assist any Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union representative, including representation of its views to officials of the Executive Branch, the Congress or other appropriate authority. The Employer shall take such action, consistent with law or with directives from higher authority, as may be required in order to assure that employees are apprised of the rights described in this Article and that no interference, restraint, coercion or discrimination is practiced to encourage or discourage membership in the Union.

Section 2

The parties further agree that the rights described in this Article do not extend to participation in the management of the Union, or acting as representatives of the Union, where such participation or activity would result in a conflict of interest or otherwise be incompatible with law or with official duties of the employee.

Section 3

An employee has the right, regardless of Union membership, to bring matters of personal concern to the attention of his/her supervisor in

accordance with applicable laws, rules, regulations or established policies, and to choose his/her own representatives in a grievance or appeal.

Section 4

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

ARTICLE 6 - RIGHTS AND OBLIGATIONS OF THE UNION

Section 1

The Union shall have the right and obligation to represent all employees in the Unit; to present its views to the Employer on matters of concern either orally or in writing; to mutually confer with respect to the formulation, development, and implementation of matters and practices which are within the discretion of the Employer, except as limited by Article 4, and to enter collective negotiations with the Employer with the object of reaching an agreement applicable to all employees of the Unit.

Section 2

The Employer agrees that the Union has the right to be represented at discussions between management and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the Unit.

Section 3

The Union shall be informed by the Employer concerning any preliminary decisions reached as a result of discussions with individual employees which may affect the Unit as a whole. It is recognized that informal discussions between an employee and a supervisor which are of a personal nature or concern problems personal to the employee do not normally fall in this category.

Section 4

Representatives of the Union shall be given the opportunity to be present at any formal discussion between a representative of the Employer and one or

more employees in the Unit concerning any grievance or any personnel policy or practices, or other general condition of employment. The right of the Union to be present during such discussions shall be subject to necessary requirements as to security and confidentiality of information. Further, the Union shall be given the opportunity to be present at any examination of an employee in the Unit by a representative of the Employer in connection with an investigation if:

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

Section 5

Solicitation of membership or dues, and other internal business of the Union, shall be conducted during the non-duty hours of the employees concerned.

ARTICLE 7 - UNION REPRESENTATION

Section 1

The Employer agrees to recognize the elected officers and duly designated stewards of the Union, and the Union shall keep management advised in writing of the names of its officers and stewards. Representatives are authorized a reasonable time during duty hours to process employee complaints, grievances and consultations with the Employer at the local level on matters in connection with this Agreement. The Employer agrees that there will be no restraint, interference, coercion or discrimination against representatives because of the performance of these duties. The time used during the normal duty hours will be with the knowledge and approval of the appropriate supervisor. If a representative's use of regular working hours for consultation with employees or the Employer interferes unduly with the proper performance of his/her official duties as an employee, the matter will be objectively discussed with the employee and other officers of the Union in order to find a satisfactory solution. The number of stewards shall be the number reasonably required so that each employee in the bargaining unit will have prompt and ready access to a representative. This number shall not exceed four (4) except by mutual agreement. A current list of stewards will be posted and maintained on appropriate bulletin boards.

Section 2

It is agreed that stewards and Union Officers who ask their immediate supervisors, will be given permission to leave their work area to go to other work areas when it is necessary to do so in order to bring about a prompt and expeditious disposition of a grievance or complaint normally

within one workday unless there are compelling circumstances to the contrary. Prior to discussion with an employee in another work area, the Union representative will report to the immediate supervisor in that particular area and state the purpose of his visit. The supervisor will make the employee available for discussion unless there are compelling circumstances to the contrary. In such circumstances, the Union steward will be informed within a reasonable time when the employee will be available for discussion. This activity will be engaged in without any loss of pay or benefits.

Section 3

In the interest of efficient conduct of government business and the economical use of government time, and in order to draw a reasonable distinction between official and non-official activities, those activities concerned with the internal management of the Union, or solicitations of membership, collection of dues, campaigning for Union officers, conduct of elections for employee organization officers, and distribution of literature will be conducted outside of regular working hours.

Section 4

The Employer agrees that officers of the Union, national officers, officers of the National Association of Government Employees, and other duly designated representatives of the Union who are not active employees of the Colonial National Historical Park shall be admitted to the Colonial National Historical Park upon approval of a request to the Employer by the Union for the purpose of meeting with officials of the Employer during working hours.

ARTICLE 8 - NEGOTIATED GRIEVANCE PROCEDURE

Section 1

The expeditious settlement of grievances at the lowest possible level is in the best interest of the government service. This procedure is designed to provide an ethical, orderly, and equitable means for resolving complaints and grievances.

Section 2

A Grievance is defined as any complaint:

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

Section 3

Unit employees covered by this agreement may present a grievance which may be adjusted with or without union representation at the grievant's discretion. However, the Union shall have the right to have its representative present at the adjustment. This right to individual presentation does not include the right to take the matter to arbitration, unless the Union agrees to do so.

Section 4

Certain matters are excluded from coverage by this Grievance Procedure and from coverage by the arbitration procedure, either because they are not grievable or arbitrable matters or because they are matters which are subject to final administrative review outside the agency under law or the regulations of the Office of Personnel Management. The following matters are subject to exclusion:

- a. Political Activities.
- b. Retirement, Life or Health Insurance.
- c. Suspension or Removal for National Security Reasons.
- d. Examination, Certification, or Appointment.
- e. Position Classification which does not result in loss of grade or pay of an employee.
- f. Nonselection for promotion from a group of properly ranked and certified candidates.
- g. Separation of employees during probationary period.
- h. EEO Complaints.

Section 5

In compliance with the Statute, an employee may elect to either appeal the following adverse actions to the Merit Systems Protection Board (MSPB) under the procedures prescribed by the MSPB, or to pursue the matter through the grievance/arbitration system, but not both:

- a. Removal.
- b. A suspension for more than 14 days.
- c. A reduction in grade.

d. Reduction in pay; and

e. A furlough of 30 days or less (unless the furlough is a condition of employment).

A grievance filed under this Section will be submitted to the Superintendent for decision within 20 days after the effective date of the action.

Section 6

Grievances may be initiated by employees, either singularly or jointly, or by the Union or by the Employer. Regardless of Union membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established agency policy. An employee or group of employees in the unit may be represented only by the exclusive Union, or by a person approved by the Union, in filing a grievance under the negotiated procedure.

Section 7

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

Step 1

a. The grievance will be taken up by the aggrieved employee at the lowest appropriate supervisory level, normally with the immediate supervisor. This shall be done within ten (10) working days after the receipt of an unfavorable administrative decision or the date of occurrence of the event or action prompting the grievance or the date the grievant becomes aware of such action. Exceptions to this are employees who are incapacitated or are in travel status. Upon return to duty, such employees will be allowed the additional days to make up the requirement of ten (10) working days maximum. The

employee may present his/her own grievance or may be represented by the Union or a representative approved by the Union. The persons involved in the discussion will make an earnest effort to resolve the matter.

b. The supervisor will make whatever investigation is necessary and will give his/her answer to the aggrieved employee and the Union representative within five (5) working days after the date of discussion. Whether given orally or in writing, the supervisor must be certain that the decision is clearly communicated to and understood by the employee. It is expected that most grievances will be settled at this level.

Step 2

a. Should the decision by the immediate supervisor be unacceptable to the aggrieved, the grievance shall be presented in writing to the Division Chief within five (5) working days after receipt of the Step 1 decision. The grievance shall contain sufficient detail to identify and clarify the basis for the grievance and specify the personal relief requested by the employee.

b. The Division Chief will make such additional investigation as he/she considers necessary to develop the facts of the case. He/she will then discuss the matter with the employee and his/her Union representative within five (5) working days after receipt of the grievance. The Division Chief may contact any employee he/she believes has a direct knowledge of the facts concerning the grievance. He/she will submit his/her decision within ten (10) working days after receipt of the grievance. A written decision will be given to the employee with a copy to the Union. The reply will contain the reasons used to substantiate the decision.

Step 3

a. If the Step 2 decision is unsatisfactory to the grievant, the grievant may then appeal the decision, in writing, to the Superintendent within ten (10) working days after receipt of the Step 2 decision. The grievant may ask that the written request be supplemented by an oral presentation to the Superintendent.

b. The Superintendent will review the case based on the record and any oral presentation. The Superintendent's decision will be rendered, in writing, to the employee and the Union as soon as practicable, but not later than ten (10) work days after receipt of the written grievance. This reply shall contain the reasons used to substantiate the Superintendent's decision.

Section 8

A reasonable amount of official time will be granted an aggrieved employee and the appropriate Union representative to investigate, prepare, and present a grievance on the Employer's premises through this grievance procedure; however, no overtime will be paid to any such employee or Union representative to accomplish these functions. An employee or Union representative desiring official time for either of the foregoing purposes shall inform his immediate supervisor if available, or the next higher level of line supervision who is available, of the reason he/she desires to absent himself/herself from his/her job site and of the anticipated duration of the absence, and must obtain the supervisor's permission before absenting himself/herself from his/her work site.

Section 9

No representative of the Union will solicit grievances from employees.

Section 10

If two or more employees initiate identical grievances (where the basis for the grievance and corrective action being sought are identical), the Union, if it has been designated as representative, will call the employees together and have them select one of the grievances for processing. The disposition made on the grievance selected by the Union for processing will be equally applicable to all of the other identical grievances.

Section 11

Once a grievance has been accepted for processing under this Grievance Procedure, failure of the aggrieved employee or the Union to comply with any applicable time limit terminates further consideration of the grievance. Failure of a management official of the Employer to comply with any applicable processing time limit will constitute a valid basis for the grievance to be promptly advanced to the next higher step of this Grievance Procedure. However, any time limits stated in this Article may be extended by mutual agreement among the aggrieved employee, the Employer and the Union.

Section 12

Employer grievances shall be filed in writing with the President of the Union. The grievance shall specify the basis for the grievance and the corrective relief sought. The President shall issue a written decision within 10 workdays of receipt of the grievance.

Section 13

Union grievances shall be filed in writing with the Superintendent by an elected officer of the Union. The grievance shall specify the basis for the grievance and the corrective relief sought. The Superintendent shall respond within 10 workdays of receipt of the grievance.

Section 14

Grievances not resolved through the provisions of this Article may be referred to Arbitration by either the Union or Employer.

Section 15

Grievability/arbitrability issues if unresolved will be handled as threshold issues at arbitration.

ARTICLE 9 - ARBITRATION

Section 1

When a matter pursued through the Negotiated Grievance Procedure is not satisfactorily resolved, the grievance may be referred to arbitration upon written request of the Employer or the Union. The request to invoke arbitration must be submitted within fifteen (15) workdays of receipt of the decision completing the negotiated grievance procedure. Only the parties to this Agreement may invoke arbitration.

Section 2

Within seven (7) calendar days from the date of receipt of the request for arbitration, the parties shall meet for the purpose of endeavoring to agree on the selection of a qualified arbitrator. If agreement cannot be reached, then either party, or both parties jointly, may request the Federal Mediation and Conciliation Service to provide a list of seven (7) persons qualified (having experience with the Federal Sector) to act as arbitrators. Within seven (7) calendar days after receipt of the list, the Employer and the Union shall meet to select an arbitrator from the list. If they cannot mutually agree upon one (1) of the listed arbitrators, then the Employer and the Union shall determine who has the option of striking the first name from the list by winning the flip of a coin. Each in turn shall then strike one arbitrator's name and repeat this procedure until one (1) name remains on the list. The remaining person shall be the duly selected arbitrator.

Section 3

No arbitrator shall have the power to add to, subtract from, disregard,

alter or modify the contract terms contained in this Agreement. Arbitration decisions shall be accepted as final and binding in nature and promptly acted upon by appropriate management officials, however, the parties reserve the right to take exceptions to any award as appropriate. Requests for Departmental exceptions shall be forwarded through Service channels to the Director of Personnel, Department of the Interior, for concurrence and filing with the appropriate authority.

Section 4

The arbitrator's fee and the expenses of arbitration (including transcript), if any, will be borne by the losing party. In the case of a split decision, the costs will be borne equally by the parties. The employer will provide a hearing room from those facilities situated on the employer's premises. All Colonial National Historical Park participants in the hearing will be in duty status if they would otherwise be in a non-duty status.

ARTICLE 10 - HOURS OF WORK

Section 1

The basic 40-hour work week will normally consist of 5 consecutive 8-hour days, Monday through Friday, except for employees in visitor facilities and related visitor services and the Jamestown Glasshouse where 7-day operations require 7-day coverage.

Section 2 (see Addendum)

~~When an employee has a work week that includes a weekend, he/she shall be given consecutive days off each week and this schedule shall not be changed without one week prior notice so far as practicable within the requirements of a 7 day visitor services operation except in emergency or circumstances beyond the control of the supervisor responsible for such scheduling. Excluding the months of November, December and January, work shifts will be established whereby all permanent employees who work the visitor centers shall receive a minimum of one (1) Sunday per month off if so requested.~~

Section 3

The standard work day will consist of 8 hours of work with not less than a 30-minute lunch period. In those cases where true individual hardship (rather than inconvenience) would result from conformance with the established hours of work, employees may request, and the Employer may approve, a different daily tour of duty.

Section 4 (see Addendum)

~~It is agreed that before changing the standard work hours, work days, or work weeks, currently in effect, the Employer after consultation with the Union will post notification and reasons therefore prior to making such changes.~~

~~If a change is made, except in emergencies, the employee will be notified at least one week in advance and the change will continue for at least one pay period.~~

Section 5

Each employee will have a 15-minute rest period in the first four hours of the work day and a 15-minute rest period in the second four hours of the work day.

Section 6

If an employee reports for work at the prescribed starting hour on a scheduled work day capable of working but is prevented from performing his regularly assigned duties by circumstances beyond his control, the Employer will make every attempt to keep the employee gainfully employed by assigning him other duties.

ARTICLE 11 - OVERTIME

Section 1 (see Addendum)

~~Overtime assignments shall normally be distributed fairly and equitably among bargaining unit employees in accordance with their skills and familiarity with the work. The Employer will, upon request, relieve the employee from an overtime assignment provided his/her reasons are valid and another qualified employee is available for the overtime.~~

Section 2 4 (see Addendum)

The Employer will make existing records of overtime for employees available to the Union, upon request, to aid in settling complaints concerning any alleged unfair assignment of overtime.

Section 3

~~In any emergency situation and under unusual and non-recurring circumstances employees may be required to work a reasonable amount of overtime without advance notice.~~

Section 4 5 (see Addendum)

Where it is necessary for employees to return to work outside of their regularly scheduled work hours within their basic work week, they shall be paid a minimum of 2 hours overtime. This provision does not apply to time continuing beyond regular hours.

Section 5 6 (see Addendum)

All hours of work authorized and performed in excess of 8 hours per day in the case of Wage Grade employees will be paid for at the appropriate overtime rate.

Section 6 7 (see Addendum)

It is agreed that an employee's regular tour of duty shall not be changed to avoid paying overtime.

Section 8 8 (see Addendum)

When employees are assigned to work overtime that will exceed two hours at the end of his work day provisions will be made to secure food for the employees. The employee may be allowed up to a 30-minute lunch break without pay if requested and conditions permit.

Section 9 9 (see Addendum)

In accordance with FLSA regulations, employees who receive an emergency call at home outside their regular working hours, and are requested to return to their normal duty station or another job site within the limits of the official duty station, are not entitled to travel pay.

ARTICLE 12 - ANNUAL LEAVE

Section 1 (see Addendum)

~~Employees shall accrue annual leave in accordance with applicable laws and regulations. Subject to the needs of the Employer, an employee's request for annual leave, if accrued, shall be granted when submitted with reasonable advance notice. The Employer agrees whenever possible to approve and to schedule, as appropriate, annual leave requests throughout the leave year, so that no employee will forfeit such leave. Annual leave for emergency reasons will be approved on an individual case basis. Annual leave on short notice may be granted, but this will be subject to the requirements of the job.~~

Section 2

The Employer agrees to authorize annual leave for vacation purposes. Every reasonable attempt consistent with the work load will be made to grant employees one or more weeks of annual leave for vacations. When the Employer finds it necessary to cancel previously approved vacation leave, the reasons will be provided to the affected employee at least one week in advance of his anticipated vacation leave except in emergencies.

Section 3

It is agreed that employees desiring annual vacation leave between June 1 and September 15 shall submit, in writing, their choice of vacation and one alternative choice to their immediate supervisor prior to March 1. In the event that more employees select the same summer vacation period than can be spared because of work load, first consideration will be given to employees based on length of service, using service

computation dates, in the absence of determinable personal hardship. Supervisors will give special consideration to those employees who have children of school age.

Section 4

Employees in the Unit will be given special consideration for the use of annual leave on their religious holidays.

Section 5

It is agreed that when an employee requests annual leave on his/her birthday, the request will be approved provided that the granting of such leave does not affect the operating efficiency of the organizational element involved.

Section 6

The Employer agrees that in the event of a death in an employee's family, he/she shall be granted a reasonable amount of annual leave or leave without pay if annual leave accrual is exhausted.

ARTICLE 13 - SICK LEAVE

Section 1

Employees shall earn sick leave in accordance with applicable laws and regulations.

Section 2 (see Addendum)

~~Sick leave shall be approved when requested in advance for medical, dental, or optical examination or treatment and/or when a member of the employee's immediate family is afflicted with a contagious disease and requires his/her personal care. However, in the case of emergency, the foregoing approval may be rescinded. It may also be approved when through exposure to a contagious disease the presence of the employee at work would jeopardize his fellow employees.~~

~~a. Employees normally will not be required to furnish a medical certificate to substantiate requests for sick leave unless such sick leave exceeds 3 working days of continuous duration, except that in the case of employees suspected of abusing the sick leave privilege the Employer may require submission of a medical certificate to substantiate each absence due to claimed illness regardless of duration. In such cases it is expected that the supervisor will furnish the employee advance written notice of the requirement.~~

~~b. It is agreed that claims of abuse of sick leave privileges cannot be based on sick leave absences supported by a medical certificate.~~

Section 3

Periods of absence on sick leave in excess of 3 working days of continuous duration must ordinarily be supported by a medical certificate filed as soon

as possible, but not later than 5 work days after return to duty. In lieu of a medical certificate the employee's signed statement explaining the nature of his illness may be accepted when in the judgment of the employer, it is unreasonable to require a medical certificate because of shortage of physicians, remoteness of locality, or because the illness does not require the services of a physician.

Section 4

The Employer agrees that the employees who are sent home sick by the Employer shall not be required to furnish a medical certificate to substantiate such sick leave unless it exceeds 3 working days of continuous duration.

Section 5

Unearned sick leave, not exceeding 30 working days duration, may be advanced to an employee on the basis of individual request. Such requests for advance sick leave must meet the criteria established by the National Park Service for approval.

Section 6

An employee who is absent because of illness or injury is responsible for notifying his/her supervisor or supervisor's designated representative by 8:00 a.m. If the degree of illness or injury prohibits compliance with the 8:00 a.m. limit, the employee will report their absence as soon as possible.

ARTICLE 14. - LEAVES OF ABSENCE

Section 1

Employees may be granted leaves of absence without pay in accordance with applicable laws and regulations. Normally such leaves of absence without pay shall not exceed one (1) year for each application.

Section 2

The Employer agrees that when given adequate advance notice in writing that an employee in the Unit has been elected or appointed to serve as a delegate to any Union activity requiring a leave of absence, such employee shall be granted annual leave, and/or leave without pay, whenever possible, consistent with workload requirements and in accordance with applicable regulations.

Section 3

For employees on extended leave, accrual of leave, service credit, return to duty, pay entitlement, retention preference and all other conditions of employment shall be subject to the provisions of applicable law and regulation.

ARTICLE 15 - CIVIC RESPONSIBILITIES

Section 1

Since jury duty is a civic responsibility, it is the policy of the Employer to request release of an employee from jury service only in those exceptional cases where the public interest would be better served by the employee remaining on the job. Before being granted court leave the employee shall complete an Application for Leave (SF-71) and submit it to the Employer together with a true copy of his summons for jury service. Upon completion of his service, the employee shall present to the Employer satisfactory evidence of the time served on such duties together with any jury fee received.

Section 2

In those cases where time and travel permit, and where no hardship results, when an employee is excused by the court from jury duty for one day, or a substantial portion of one day, he shall be expected to return to duty or be charged annual leave for the time excused. It is agreed and understood that substantial portions means excused by the court by 12 noon.

Section 3

The parties recognize that local and national health, welfare and emergency relief organizations depend largely upon voluntary contributions for successfully achieving their objectives, and encourage employees as individual citizens and as members of the community to contribute voluntarily to worthwhile organizations as part of their personal responsibility as citizens. To the end that authorized campaign drives shall be conducted in the spirit of true voluntary giving, the parties agree that:

a. "Fair Share" suggestions may be used for guidance and education as long as Employer utilizes only salary scale brackets with no mention of employee titles.

b. Each individual who desires to keep his/her gift private may use any envelope of his/her choice without his/her name being placed thereon unless he/she elects to do so.

c. The parties recognize the importance of employee participation in authorized charitable fund raising campaigns, savings programs, blood donors programs, and other charitable and humanitarian activities. Such participation shall always be voluntary, and the Employer and the Union shall refrain from exerting pressure upon employees to participate. The Union shall encourage employee participation.

d. Unit employees are encouraged to serve as blood donors and employees who serve as donors will be excused from work without charge to leave for the time necessary to donate the blood, for recuperation following blood donation, and for necessary travel to and from the donation site.

Section 4

When management determines, based on reasonable judgment, that it is practicable employees whose voting residence is within commuting distance of the worksite and whose hours of work do not allow for three (3) hours for voting either before or after their regular hours of work, will be granted an amount of excused time which will permit them to report to work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time. Employees whose voting place is beyond commuting distance and who are not permitted

to vote by absentee ballot will be granted sufficient excused time off in order to make the trip to the voting place to cast their ballots, such time off not to exceed a full day. Employees who vote in jurisdictions which require registration in person will be granted excused time to register on substantially the same basis as for voting, except that no time will be granted if registration can be accomplished on a non-workday, and the place of registration is within a reasonable one-day trip travel distance of the employee's place of residence.

ARTICLE 16 - PROMOTIONS AND REASSIGNMENTS

Section 1

To achieve the most efficient mission accomplishment, both parties recognize that vacancies must be filled with the best qualified person available. In filling vacancies, the Employer will give full consideration to employees' skills and other relevant factors for promotion, and selections will be made on the basis of merit and fitness in accordance with applicable regulations and special placement programs.

Section 2

The Employer agrees to furnish the Union two copies of each position vacancy announcement issued for promotion. If the vacant position to be filled is within the Colonial National Historical Park, and the area of competition is to be extended beyond the area, an explanation for such extension of the area of competition will be furnished the Union upon request.

Section 3 (see Addendum)

~~All applicants for job vacancies within the Unit will be notified whether they were ineligible, qualified, or best qualified. The name of the selected candidate will be furnished to the eligible applicants. Upon request, the selecting supervisor will counsel unsuccessful applicants for the purpose of defining in what areas, if any, the employees should improve themselves in order to increase their chance of promotion.~~

Section 4

Employee(s) who may be dissatisfied with the placement consideration received may have the Union represent them. When the Union is representing such employees, the Employer will make available for the union representative's

review the following pertinent promotion records: list of applicants considered, their group ranking, candidates referred for selection (Form 10-116), and experience and education summary of applicant as reflected on the completed Qualification Rating Sheet. Where Employer and/or Union efforts fail to satisfy employee dissatisfaction, the employee retains the right to file a grievance within 10 work days after notification that he was not considered to be in the "Best Qualified" group. Information provided under this section is bound by the provisions of the Privacy Act and the Freedom of Information Act.

Section 5

Examinations, when required under the competitive promotional program for filling positions located within the Unit, will normally be given during normal working hours on Government time without charge to leave.

Section 6

In determining basic eligibility, the criteria established in Federal Personnel Manual Chapter 335, Department of the Interior Merit Promotion and Placement Program and the National Park Service Career Development and Placement Plan will be adhered to:

a. Minimum qualification standards used for promotion shall be the standards prescribed by the Office of Personnel Management, including appropriate selective placement factors. All candidates who meet the appropriate standard have basic eligibility for promotion.

b. Selective placement factors will be used in determining eligibility on the same basis as they are used in selecting applicants from competitive registers, that is, when they are essential to successful performance in

the position to be filled. As such, they constitute a part of the minimum requirements for the position in question. Selective placement factors for promotion may not be used merely because it would be desirable for candidates to possess them.

c. Job opportunity announcements for positions for which the Office of Personnel Management or Department of the Interior requires a written performance test for basic eligibility will include the written test requirement.

Section 7

a. Selection rosters will list the best qualified available candidates referred to one selecting official to fill a specific vacancy in all situations requiring competitive consideration under Chapter 335, FPM. Best qualified candidates will be listed alphabetically.

b. Nepotism, personal favoritism, and discrimination in connection with promotion actions are prohibited in accordance with local and Department of the Interior regulations.

c. The following shall be considered in evaluation and ranking:

- (1) Education.
- (2) Awards.
- (3) Training, self-development, and outside activities pertinent to the position applied for.
- (4) Experience.
- (5) Appraisals of performance.
- (6) Written tests, if any.
- (7) Interviews.

Section 8

Employees will be released for placement actions as a result of these regulations not later than one (1) full pay period from the date of selection. Action will be effective at the beginning of the first appropriate pay period following release. Exception to this policy will be made only by the Superintendent, Colonial National Historical Park; however, in no case will retention exceed two full pay periods except by mutual consent.

Section 9

Placement actions outlined in the FPM may be accomplished without regard to the competitive procedures described in this Article. Examples of such actions are: management reassignment or change to lower grade, temporary promotion for less than 60 days, and repromotion to grades or positions from which demoted without personal cause.

Section 10

Vacancies in permanent positions covered by the NPS Promotion Plans which are advertised through vacancy notices will be posted on official bulletin boards within one work day after receipt by the Employer.

Section 11

There will be no discrimination in promotions or selections for promotion because of race, religion, sex, color, national origin, political affiliation, physical handicap, marital status, age or membership in the Union.

Section 12

Information (such as participation in a non-government training course) which may have a bearing on future assignments and/or promotions shall be submitted to the administrative office by the employee for inclusion in the employee's Official Personnel File.

ARTICLE 17 - DETAILS AND TEMPORARY PROMOTIONS

Section 1

A detail is the temporary assignment of an employee to a different position or set of duties for a specified period, with the employee returning to his regular duties at the end of the detail. Details of employees will be kept within the shortest practicable time limits as set forth in this agreement, applicable regulations and Office of Personnel Management guidance.

Section 2 (see Addendum)

~~Details in excess of 5 days will be documented by memorandum to the File. Details to a higher grade position or a position with known promotion potential will be distributed fairly and equitably among eligible employees in the unit.~~

Section 3

Taking into consideration the work situation and the qualification of employees, supervisors are responsible for selecting employees for detail, on an impartial basis; for informing employees of details, reasons, duties and estimated duration and for establishing proper controls to insure that details are recorded and terminated on time and that necessary extensions are requested sufficiently in advance for Office of Personnel Management approval.

Section 4

Except for brief periods, an employee should not be detailed to perform work of a higher grade level unless there are compelling reasons for doing so. Temporary promotions will be used whenever an employee is assigned to

a position having higher-graded duties and the assignment is expected to last for a period of more than thirty (30) days. Temporary promotions, using competitive procedures, will be used whenever an employee is assigned to a position having higher-graded duties and the assignment is expected to last for a period of sixty (60) days or more.

Section 5

It will be the responsibility of the employee to maintain a record of work assignments involving higher-graded or grade-enhancing duties which are performed for less than 5 days. These assignments must be verified in writing by the supervisor. When a total of thirty (30) days or more have been recorded, this record shall be submitted by the supervisor to the Administrative Office for inclusion in the employee's Official Personnel File.

ARTICLE 18 - REDUCTION-IN-FORCE

Section 1

Reduction-in-force as used herein is defined as the Employer's action to reduce the number of occupied positions within the unit requiring the use of reduction-in-force procedures set forth in applicable regulations to implement such actions. The Employer will notify the Union when it is determined that a reduction-in-force is necessary. The Union may negotiate the impact and implementation of such reduction-in-force actions. After it is known which positions are to be abolished and prior to the issuance of official notice to the employees involved in a reduction-in-force action, the Employer will notify the Union of the approximate date when personnel actions will be initially effected and reasons for the reduction-in-force. The Union agrees not to divulge the contents of the plan until official notice has been issued by the Employer to the employees affected.

Section 2

All reductions-in-force will be executed in strict compliance with applicable laws and regulations.

Section 3

Employees separated by reduction-in-force actions will be placed on the Reemployment Priority List for two years if Career or one year if Career Conditional. Such employees will be referred for position vacancies within the commuting area for which qualified if the employee has indicated his availability for such positions in writing to the Employer. The employees will be placed on the list in the following priority order:

- All Career preference eligibles. (veteran)

- All Career non-preference eligibles. (non-veteran)
- All Career-Conditional preference eligibles. (veteran)
- All Career-Conditional non-preference eligibles. (non-veteran)

All such employees will be given reemployment priority consideration in permanent and temporary positions for which qualified. Written documentation for nonselection will be maintained in the Personnel Office. Persons who think their reemployment priority rights have been violated may appeal to the Office of Personnel Management as set forth in applicable regulations. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment.

Section 4

In situations where an employee elects to take a demotion in lieu of separation in a reduction-in-force action, the employee must be qualified to perform the duties of the lesser-rated position subject to exceptions provided in applicable regulations. If an employee elects to take a demotion in lieu of separation, he shall be separately referred for repromotion according to appropriate regulations. Further, when a previously demoted employee is referred the selecting official will justify in writing the reasons for nonselection upon the written request of the nonselected individual.

Section 5

In the event a reduction-in-force is implemented, the employee(s) affected and his/her (their) designated Union representative shall be given the opportunity to review retention registers relative to reduction-in-force actions affecting the employee(s).

ARTICLE 19 - JOB DESCRIPTION AND CLASSIFICATIONS

Section 1

Employees will be furnished a copy of their job descriptions initially and as changes are made. The Employer will assure that all job descriptions are reviewed and are updated to reflect all changes in major duty assignments.

Section 2

When an employee believes that his job description does not adequately or accurately describe his continuing duties and responsibilities, he may discuss the matter with his supervisor. The employee is encouraged to personally engage in constructive dialogue with the supervisor regarding the job description. However, during this discussion, he may be accompanied by a Union representative if he so desires. The supervisor shall review the job description and discuss it with the employee. If appropriate upon completion of the review, a new/amended job description will be prepared to ensure that it accurately reflects the major duties of the employee.

Section 3

If an employee believes his position is improperly classified, he may pursue the matter in accordance with applicable regulations and this agreement.

ARTICLE 20 - PERFORMANCE EVALUATION

Section 1

An employee's performance evaluation will normally be prepared by the employee's immediate supervisor.

Section 2

The immediate supervisor will discuss with the employee his/her performance evaluation prior to making it a part of the employees record.

Section 3

The employee has a right to grieve his/her performance evaluation. In the event an employee grieves his/her performance evaluation the employee has a right to Union representation and/or assistance.

Section 4

All evaluations of performance will be made in a fair and objective manner. An employee's signature on an evaluation indicates only that the evaluation has been received, and does not necessarily indicate an employee's agreement with the evaluation.

Section 5

The Employer will counsel employees in relation to their overall performance on an as-needed basis. When a narrative recordation results from such counseling, the affected employee will be given a copy of the recordation and will have the right to make written comments concerning any disagreement with the recordation. These written comments will be attached to and become part of the recordation.

Section 6

Critical elements will be identified and performance standards established

for each individual employee's position and set of duties and shall be used as a basis for evaluating the employee's performance. Employee's are encouraged to participate in identifying critical elements and establishing performance standards.

ARTICLE 21 - SAFETY AND HEALTH

Section 1

The Employer will make every reasonable effort to provide and maintain safe and healthy working conditions. The Union will cooperate in these efforts and encourage employees to work in a safe manner. In the course of performing their normally assigned work, Union representatives will be alert to observe unsafe practices, equipment and conditions as well as environmental conditions in their immediate area which represent industrial health hazards. If an unsafe or unhealthy condition is observed, the Union representative, normally the Steward, should report it to the cognizant immediate supervisor for appropriate action.

Section 2

The Employer agrees to provide clean and adequate lunch area in the vicinity of the maintenance shops for those employees as may be working in or near the shop area.

Section 3

The Employer agrees to provide adequate and clean toilet facilities near to work sites as possible and supply heat, hot water, soap, towels or drying equipment, when practicable.

Section 4

The Employer will provide safety equipment which includes gloves, OSHA approved eye protection, aprons, rubber boots, and foul weather gear to employees. Such equipment will be provided on a loaner, check-out, project-by-project basis. Permanent employees who perform on a regular, recurring basis duties requiring foot protection will be provided safety shoes.

Section 5

The Employer will make appropriate arrangements to assure employees performing potentially hazardous duties can, if injured, promptly communicate with a supervisor or co-worker to obtain first aid or other appropriate assistance.

Section 6

Every effort will be made to arrange for prompt ambulance service and emergency treatment for employees.

Section 7

An employee who is temporarily incapacitated and unable to perform the full duties of his position may request light and/or limited duty. Such requests must be supported by recommendation from a competent medical authority specifying the expected date when full duties can be resumed. The Employer will give reasonable consideration to such requests if light and/or limited duty is available. An employee granted light and/or limited duty will diligently pursue steps necessary to enable him to return quickly to full duty, and will provide periodic progress reports to the Employer.

Section 8

The Employer agrees that, as soon as practicable after official notification to the nearest of kin, the Union shall be notified of serious on-the-job illness, injury or death of an employee in the Unit so that the Union may extend Union benefits to which the employee and/or his/her family may be entitled.

Section 9

The Employer will provide relief or assistance to an employee who is required to lift an item, or operate machinery or equipment, requiring physical exertion beyond safe limits specified in current applicable directives.

ARTICLE 22 - ADVERSE CONDITIONS

Section 1

When the Employer decides during duty hours to release personnel on administrative leave, employees will be notified as promptly as possible through their respective supervisor.

Section 2

When the Employer decides during non-duty hours to operate on a reduced basis or close the park due to adverse weather conditions the Employer will take appropriate action to advise all employees.

Section 3 (see Addendum)

~~When the Employer decides that activities must be curtailed due to inclement weather, power failure, or other interruptions, employees considered essential, as determined by the Employer, will be required to report or remain on duty. All other employees will be administratively excused without charge to leave or loss of pay. When administrative excusal is authorized at the beginning of the shift, all non-essential employees who report for work will be excused without charge to leave for that portion of the shift for which excusal is authorized. All other absences will be appropriately charged depending on the circumstances involved.~~

Section 4

When it has been determined that activities must be curtailed due to adverse weather conditions, mission essential employees are expected to make every reasonable effort to report for duty. If it is impossible for mission essential employees to report for duty they will be excused

in accordance with the article.

Section 5

The Employer will inform the Union president when there is a curtailment of operations due to adverse conditions.

Section 6

Employees who suffer and become sick from heat exposure to the point of being incapable of performing their duties will report this fact to their supervisor. In such cases, sick leave may be approved on an individual basis following the standard criteria for approving sick leave.

Section 7

The Employer will make reasonable accommodations to protect employees from the adverse affect of severe weather conditions.

ARTICLE 23 - ENVIRONMENTAL DIFFERENTIAL PAY

Section 1

It will be the policy of the Employer to eliminate or reduce, whenever possible, all hazards, physical hardships, and working conditions of an unusually severe nature. In those cases where corrective action does not practically eliminate the unusual severity of the hazards, physical hardships, and working conditions, the Employer will ensure that employees exposed to these conditions are properly compensated in keeping with appropriate regulations of higher authority.

Section 2

Listed below are some of the categories for which environmental differentials will be paid:

25% High Work

a. Working on any structure at least 100 feet above the ground, deck, floor or roof, or from the bottom of a tank or pit;

b. Working at a lesser height:

(1) If the footing is unsure or the structure is unstable; or

(2) If safe scaffolding, enclosed ladders or other similar protective facilities are not adequate (for example, working from a swinging stage, boatswain chair, a similar support; or

(3) If adverse conditions such as darkness, steady rain, high wind, icing, lightning or similar environmental factors render working at such height(s) hazardous.

4% Hot Work

a. Working in confined spaces wherein the employee is subjected to temperatures in excess of 110 degrees Fahrenheit.

b. Working in confined spaces wherein the employee is subjected to temperatures in excess of 110 degrees Fahrenheit where such exposure is not practically eliminated by the mechanical equipment or protective devices being used.

8% Poisons (toxic chemicals)-high degree hazard. Working with or in close proximity to poisons (toxic chemicals), other than tear gas or similar irritants, which involves potential serious personal injury such as permanent or temporary, partial or complete loss of faculties and/or loss of life including exposure of an unusual degree to toxic chemicals, dust, or fumes of equal toxicity generated in work situations by processes required to perform work assignments wherein protective devices and/or safety measures have been developed but have not practically eliminated the potential for such personal injury.

4% Poisons (toxic chemicals)-low degree hazard

a. Working with or in close proximity to poisons (toxic chemicals other than tear gas or similar irritating substances) in situations for which the nature of the work does not require the individual to be in as direct contact with, or exposure to, the more toxic agents as in the case with the work described under high hazard for this class of hazardous agent.

b. Working with or in close proximity to poisons (toxic chemicals other than tear gas or similar irritating substances) in situations for which the nature of the work does not require the individual to be in as direct contract with, or exposed to, the more toxic agents as in the case with the work described under high hazard for this class of hazardous agents wherein protective devices and/or safety measures have not practically

eliminated the potential for personal injury.

Firefighting. Participating or assisting in firefighting operations on the immediate fire scene and in direct exposure to the hazards inherent in containing or extinguishing fires.

25% High degree

- Fighting forest and range fires on the fireline.

8% Low degree

- All other firefighting.

8% Asbestos. Working in an area where airborne concentrations of asbestos fibers may expose employees to potential illness or injury and protective devices or safety measures have not practically eliminated the potential for such personal illness or injury.

ARTICLE 24
EQUAL EMPLOYMENT OPPORTUNITY AND PLACEMENT OF PHYSICALLY HANDICAPPED

Section 1

Both the Employer and the Union agree that selection of employees will be based solely on applicants' merits and fitness for the job. Equal opportunity for employment shall be provided all qualified persons without regard to race, sex, color, religion, national origin, or on the grounds of lawful political affiliation, marital status, age or physical handicap as provided by Executive Order 11478 and implementing directives. However, physical qualifications of applicants may be specified where necessitated by job requirements in accordance with existing regulations.

Section 2

The Employer will continue to support the various programs which encourage the employment of physically handicapped individuals. It is recognized that such employment may require a brief period of job indoctrination.

Section 3

The employee has the right of Union representation when filing an EEO complaint.

ARTICLE 25 - EMPLOYER DEVELOPMENT AND TRAINING

Section 1

The Employer will continue to support and encourage the training and development of the employees in the Unit as provided in regulations subject to the availability of adequate resources. Trainees will be selected on the basis of need and potential benefits to the Service without regard to race, creed, color, national origin or sex.

Section 2

The Employer will, to the maximum extent practicable publicize training opportunities in these areas and inform the employee how to apply for this training and self development. The Union, on its part, will urge employees to take advantage of suitable self-development opportunities and assist in calling educational opportunities to the attention of its members.

Section 3

Consistent with its needs, the Employer agrees to develop and maintain effective policies and programs designed to provide general career upward mobility opportunities within the unit.

ARTICLE 26 - DISCIPLINARY ACTIONS

Section 1

Both parties agree that primary emphasis will be placed on preventing situations requiring disciplinary actions, through effective employee-management relations.

Section 2

Both parties agree that disciplinary actions may be taken for just and sufficient cause. Disciplinary actions will be initiated only after a preliminary investigation or inquiry indicates that such action is appropriate for correcting the employee and in maintaining discipline and morale. If a preliminary investigation indicates that disciplinary action appears warranted and the employee is informed by the supervisor of a proposed disciplinary action, the employee will not be questioned further regarding the matter until he/she has been informed of their right to representation.

Section 3 (see Addendum)

~~All disciplinary actions will be processed in accordance with applicable regulations and employees shall be afforded all rights and privileges provided therein. Disciplinary actions will be initiated within 15 days after the incident except where extenuating circumstances preclude.~~

Section 4

It is agreed that written reprimands and suspensions of 14 days or less may be grieved under Article 8.

Section 5

The Employer agrees to furnish the Union a copy of all decisions on disciplinary actions, where the employee elects to be represented by the Union.

ARTICLE 27 - PAYROLL WITHHOLDING OF UNION DUES

Section 1

The Employer agrees that authorization for voluntary allotments of pay by employees for the payment of Union dues will be accepted and processed in accordance with applicable laws and regulations and this Agreement.

Section 2

The Union agrees to procure the prescribed allotment form (Standard Form 1187) from the Employer; to distribute the form to its members; to certify as to the amount of its dues; and to inform and educate its members on the program for allotments for payment of dues and the uses and availability of the required form.

Section 3

The Employer agrees that an allotment authorization may be submitted through the Park Personnel Office for forwarding to the Regional Payroll Office at any time. Allotments will become effective at the beginning of the first pay period after receipt of the form in the Payroll Office.

Section 4

The Employer shall automatically terminate an allotment when an employee leaves the unit as a result of any type of separation, transfer or other personnel action (except temporary promotion or detail); upon loss of exclusive recognition by the Union; when this agreement providing for dues withholding is terminated by an appropriate authority outside the Department of the Interior; or when the employee has been suspended or expelled from the Union, in which case the Union shall so notify the Personnel Office in writing.

Section 5

An employee may at any time, voluntarily submit a Standard Form 1188 or other written request to terminate an existing dues allotment, which shall become effective at the beginning of the first complete pay period after January 11 of each year, provided the notice is received prior to the beginning of such pay period, or one year after the anniversary date of an employee's initial request for payroll withholding of union dues. The Statute states that a request for withholding of union dues may not be revoked by an employee for a period of one (1) year. The Employer shall notify the Union within two (2) working days after receipt of the revocation by submission to the Union of the duplicate copy of the Standard Form 1188 or of the written request. The Employer shall maintain a supply of Standard Form 1188 and will make this form available to employees upon request. However, a written request for revocation of an allotment, which is otherwise in order and signed by the employee, will be accepted and acted upon by the Employer, even though not submitted on the form. It is the employee's responsibility to see that the form or written request for revocation is received in the Personnel Office on a timely basis.

Section 6

The remittance of the dues withheld, along with a listing of employees' names and amount of dues withheld, will be made by check payable to the Comptroller NAGE and mailed to the Comptroller Division, National Office, NAGE, 285 Dorchester Avenue, Boston, Massachusetts 02127.

Section 7

Nothing in this agreement shall require an employee to become or remain a

member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. The requirements of this section apply to all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Union.

Section 8

This Article will continue in full force and effect upon the expiration date of this agreement and until a new agreement has been negotiated.

ARTICLE 28 - JOINT COOPERATION COMMITTEE

Section 1

There shall be established a Joint Cooperation Committee. The Committee shall consist of not more than three representatives of the Union and three representatives of the Employer. This Committee shall meet not less than once every quarter of the fiscal year. Special meetings may be requested by the Employer or the Union.

Section 2

The Joint Cooperation Committee shall organize by selecting a chairman and a secretary which offices shall be filled and held for one year alternately by a Union member and an Employer member of the Committee. The Committee shall have open discussion and give consideration to such matters as the conservation of materials, the improvement and quality of workmanship and services, the promotion of education and training, the safeguarding of health, the improvement of working conditions, and the strengthening of the morale of employees. Excluded from consideration by the Committee are negotiable items and the settlement of grievances and disputes.

Section 3

The Joint Cooperation Committee shall report on its activities not more than ten (10) workdays following each meeting to the officers of the Union and to the Superintendent.

ARTICLE 29 - GENERAL PROVISIONS

Section 1

Bulletin board space (approximately 4' x 4') will be provided by the Employer in each Park Utility Area for the posting of material related to the internal operation of the Union which will comply with provisions of the Department of the Interior as specified in 370 DM, 711, 8.

Section 2

Space will be made available with access to a desk and telephone for the part-time use of the Union president and chief steward, where, within reasonable time limitations, their representational tasks can be pursued as provided for by this Agreement. Any long distances calls will be by Union credit card.

Section 3

The Employer agrees that the Union shall have membership on boards and committees that affect employees' working conditions. Such committees include:

- INCENTIVE AWARDS COMMITTEE - One Member.
- SAFETY COMMITTEE - Two Members.
- STAFF MEETINGS - One Member.
- EQUAL OPPORTUNITY COMMITTEE - One Member.

Section 4

It is agreed that the Employer shall heat all buildings where employees ordinarily work for significant portions of their work week.

Section 5

Drinking fountains or other sources of drinking water shall be located in buildings where employees work for significant portions of their work week.

Section 6

When required by the Colonial National Historical Park, physical examinations will be accomplished at the nearest Federal medical facility, or by a Federally designated physician. Cost of such examinations will be borne by the Employer.

Section 7

Necessary arrangements will be made by the Employer for emergency first aid treatment for personnel sustaining on-the-job injuries or illness with the nearest military or civilian medical facility (Naval Weapons Station for employees of Yorktown, civilian hospital in Williamsburg for Jamestown employees).

Section 8 (See Addendum)

~~An employee shall normally take orders only from his/her immediate supervisor or supervisors above his/her supervisor in the direct supervisory chain of command. If any other person should give the employee an order, the employee may refer him/her to his/her immediate supervisor. Reasonable requests for assistance on a short-term basis may be responded to without fear of censure.~~

Section 9

It is agreed that the Employer will supply protective equipment or clothing to employees whose work requires such protection as provided by National Park Service regulations.

Section 10

In those instances where it has been clearly established that a clean-up period is required, a reasonable amount of time will be allowed for the employee to clean and arrange his/her work station and for personal cleanup.

ARTICLE 30 - CONTRACTUAL WORK

Section 1

It is understood and agreed by the parties that whenever the Employer is considering or is aware of any consideration being given to the contracting out of work normally performed by civilian employees of the bargaining unit, to the extent that such contracting out of work may result in a reduction or realignment of personnel, the Union will be advised.

Section 2 (see Addendum)

~~The Union may submit views and recommendations regarding the study. In the event that the study, to consider whether work within the bargaining unit should be contracted out, is being performed at a higher level, the view and recommendations of the Union will be forwarded for consideration.~~

Section 3

Following the Union's receipt of the Employer's decision to contract out, the Employer upon request of the Union will meet and negotiate the impact and implementation of the contracting out decision.

ARTICLE 31 - DISTRIBUTION OF AGREEMENT

An approved copy of this Basic Agreement and all amendments thereto shall be given to each employee represented by the Union Local R4-68. Copies will also be provided for distribution in accordance with Service instructions.

ARTICLE 32 - EFFECTIVE DATE, DURATION, AND AMENDMENTS

Section 1

The effective date of this Agreement shall be the date of approval by the Director of Personnel, Department of the Interior. It shall remain in effect for three (3) years. The Agreement shall be automatically renewed for three (3) years on the anniversary date unless not more than 105 nor less than 60 calendar days prior to such date either party gives written notice to the other of its desire to amend or terminate the Agreement, except that the Employer cannot terminate the Agreement without the advance notice of the Director of Personnel, Department of the Interior. The notice must be acknowledged by the other party promptly upon receipt. This Agreement shall remain in full force and effect unless it is determined that the Union is no longer entitled to exclusive recognition under the statute. The provisions of this Agreement continue beyond the termination date if the parties are unable to consummate an agreement prior to the expiration date.

Section 2

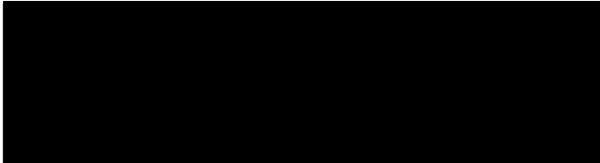
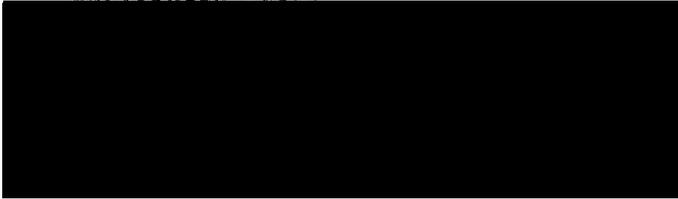
This Agreement will be amended as required to comply with law. Requests for amendments shall be in writing and must be accompanied by a summary of the modifications or amendments proposed. Negotiations will begin as soon as practicable. Representatives of the Employer and the Union will meet to negotiate the matter and no changes other than those required or covered by the summary shall be considered unless mutually agreed to. Such amendments will become effective upon approval by the Director of Personnel, Department of the Interior.

Section 3

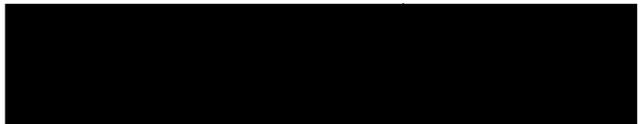
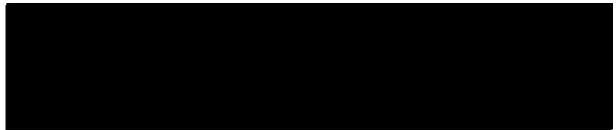
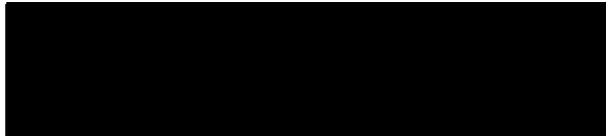
Each party may reopen the Agreement once during each twelve month period beginning with the effective date of the Agreement or at any time by mutual consent. Before reopening, the party wishing to reopen will submit to the other party at least thirty (30) days prior to the desired reopening date, an agenda stating the reasons for reopening and the changes that are desired.

The undersigned do hereby witness to the negotiation and agreement to this new agreement between Colonial National Historical Park (the Employer) and NAGE Local R4-68 (the Union) by affixing their signatures hereto on this

For Colonial National
Historical Park:



For NAGE Local R4-68:



APPROVED: 



Director of Personnel
Department of the Interior

A7225/A44

February 20, 1987

Memorandum

To: Assistant Director, Personnel and Administrative Services, WASO
Attn: Clay Snehakken, Division of Labor and Employee Relations

From: Superintendent, Colonial

Subject: Agreement Local R4-68, Colonial

Per instructions from Mid-Atlantic Region, we enclose herewith the signed Addendum to NAGE Local R4-68 Agreement.

Thank you for your help on our behalf.

Richard H. Maeder

Enclosures

cc: Mr. Bonner, MAR with enclosures

RHMaeder:bsg:2/20/87

This addendum revises the Agreement negotiated between the National Park Service, Colonial National Historical Park and the National Association of Government Employees, Local No. R4-68 on April 1, 1983, as follows:

1. Article 10, Section 2(Delete the paragraph written and add:)

When an employee has a workweek that includes a weekend, the employee shall normally be given the same consecutive days off each week so far as practicable within the requirements of a 7-day visitor services operation. The Employer will make a reasonable effort to allow employees who work in the visitor centers one Sunday off each month, if requested.

2. Article 10, Section 4(Delete the paragraph written and add:)

Employees will normally be notified at least one week in advance of changes in their work schedules. In situations as provided for in 5 CFR 610, less than one week notice may be given.

3. Article 11, Section 1(Delete the paragraph written and add:)

The Employer agrees that overtime work will be distributed equitably among the employees within the unit as far as the character of the work will permit. In distributing overtime, first consideration will be given to employees assigned to the positions for which overtime is required. However, the Employer reserves the right to order any employee to perform overtime when his skills are required.

Section 2(Insert the following as new Section 2)

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

(the remaining Sections of this Article should be renumbered accordingly except that old Section 2 becomes Section 4)

4. Article 11, Section 3(Delete paragraph written and add:)

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

Article 12, Section 1(Delete paragraph written and add:)

The employee shall earn and be granted annual leave in accordance with applicable regulations. The Employer agrees to continue to grant annual leave to employees consistent with workload requirements. The Employer also agrees, whenever possible, to approve and to schedule, as appropriate, annual leave request throughout the leave year so that no employee will forfeit such leave. Approval of requests for annual leave for unforeseen emergency reasons will be considered as the circumstances warrant.

6. Article 13, Section 2(Delete paragraph written and add:)

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

a. Employees normally will not be required to furnish a medical certificate to substantiate requests for sick leave unless such sick leave exceeds 3 working days of continuous duration, except that in the case of employees suspected of abusing the sick leave privilege the Employer may require submission of a medical certificate to substantiate each absence due to claimed illness regardless of duration. In such cases it is expected that the supervisor will furnish the employee advance written notice of the requirement.

b. It is agreed that claims of abuse of sick leave privileges cannot be based on sick leave absences supported by a medical certificate.

7. Article 16, Section 3(Delete paragraph written and add:)

All applicants for job vacancies within the unit will be notified whether they were ineligible, qualified, or best qualified. The name of the selected candidate will be furnished to the eligible applicants. Upon request, the Employer will counsel unsuccessful applicants for the purpose of defining in what areas, if any, employees should improve themselves in order to increase their chance of promotion.

8. Article 17, Section 2(Delete paragraph written and add:)

Details in excess of 5 days will be documented by Memorandum to the File. Details will be distributed fairly among employees based on work related factors.

Article 22, Section 3 (Delete paragraph written and add:)

When the Employer decides that activities must be curtailed due to inclement weather, power failure, or other interruptions, employees, as determined by the Employer, will be required to report or remain on duty. As provided for in applicable regulations, employees not required to report or remain on duty will be administratively excused without charge to leave or loss of pay. All other absences will be appropriately charged depending on the circumstances involved.

10. Article 26, Section 3 (Delete paragraph written and add:)

All disciplinary actions will be processed in accordance with applicable regulations and employees shall be afforded all rights and privileges provided therein. The Employer will make a reasonable effort to ensure that disciplinary/adverse actions are initiated promptly.

11. Article 29, Section 8 (Delete paragraph written and add:)

If an employee receives conflicting orders given by responsible officials, the employee will immediately advise the first official of the conflict. Management will resolve the conflict.

12. Article 30, Section 2 (Delete paragraph written and add:)

The Employer will make every reasonable effort to keep the Union informed during contracting out studies.

For Colonial National
Historical Park

For NAGE Local R4-68

Approved:

Director of Personnel
Department of the Interior

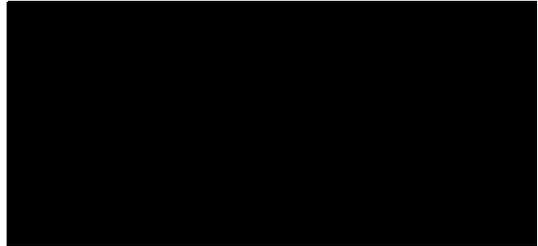
Date

This agreement is executed by signature of the parties this seventh day of May 1985.

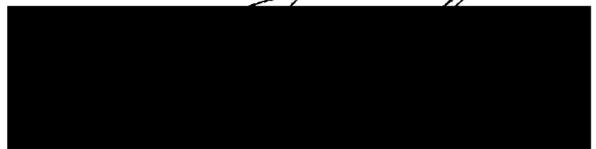
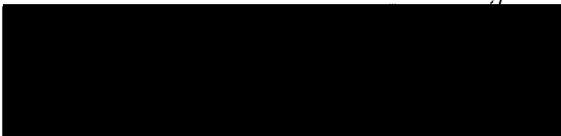
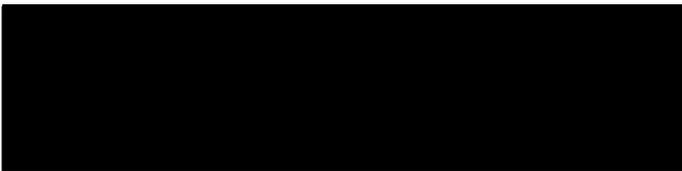
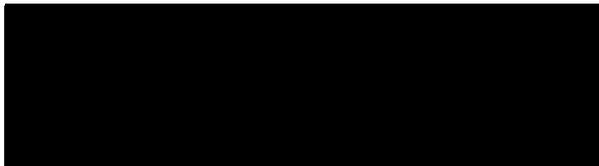
FOR THE EMPLOYER:



FOR THE UNION:



NEGOTIATING COMMITTEES



Approved: ✓

, 3/26/87



This agreement is signed with the current date, but goes into effect on November 19, 1986.

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
Washington, D.C. 20240

FROM: MARPER

DATED: 02/13/87

TO: COLO

SUBJECT: Agreement Local R4-68

ADDENDUM

This addendum revises the Agreement negotiated between the U.S. Department of the Interior, National Park Service, Colonial National Historical Park and the National Association of Government Employees, Local No. R4-68 on April 1, 1983, as indicated:

Article 10, Section 2:

Delete the paragraph written and add:

When an employee has a workweek that includes a weekend, the employee shall normally be given the same consecutive days off each week so far as practicable within the requirements of a 7-day visitor services operation. The Employer will make a reasonable effort to allow employees who work in the visitor centers one Sunday off each month, if requested.

Article 10, Section 4:

Delete the paragraph written and add:

Employees will normally be notified at least one week in advance of changes in their work schedules. In situations as provided for in 5 CFR 610, less than one week notice may be given.

Article 11, Section 1:

Delete the paragraph written and add:

The Employer agrees that overtime work will be distributed equitably among the employees within the unit as far as the character of the work will permit. In distributing overtime, first consideration will be given to employees assigned to the positions for which overtime is required. However, the Employer

reserves the right to order any employee to perform overtime when his skills are required.

Article 11, Section 2:

a. Renumber Section 2 as Section 4; and renumber remaining sections accordingly.

b. Insert the following as Section 2:

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

No copies sent to other addressees.

***** End of Letter # 964

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
Washington, D.C. 20240

FROM: MARPER

DATED: 02/13/87

TO: COLO

SUBJECT: Agreement Local R4-68 -Page

Continuation of Addendum
NAGE Local R4-68 Agreement
dated: April 1, 1983

Article 11, Section 3:

Delete the paragraph written and add:

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

Article 12, Section 1:

Delete the paragraph written and add:

The employee shall earn and be granted annual leave in accordance with applicable regulations. The Employer agrees to continue to grant annual leave to employees consistent with workload requirements. The Employer also agrees, whenever possible, to approve and to schedule, as appropriate, annual leave request throughout the leave year so that no employee will forfeit such leave. Approval of requests for annual leave for unforeseen emergency reasons will be considered as the circumstances warrant.

Article 13, Section 2:

Delete the paragraph written and add:

Sick leave, if accrued, will be granted to employees in accordance with applicable statutes and regulations when they are incapacitated for performance of their duties by sickness, or medical, dental, optical examination and/or treatment; or

pregnancy and subsequent confinement; or when exposed to contagious quarantinable disease, and when the presence of the employee at his duty station would jeopardize the health of co-workers. Requests for sick leave for medical, dental or optical examination or treatment shall be submitted for approval in advance of the appointment, unless emergency conditions exist.

a. Employees normally will not be required to furnish a medical certificate to substantiate requests for sick leave unless such sick leave exceeds 3 working days of continuous duration, except that in the case of employees suspected of abusing the sick leave privilege the Employer may require submission of a medical certificate to substantiate each absence due to claimed illness regardless of duration. In such cases it is expected that the supervisor will furnish the employee advance written notice of the requirement.

b. It is agreed that claims of abuse of sick leave privileges cannot be based on sick leave absences supported by a medical certificate.

No copies sent to other addressees.

***** End of Letter # 965

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967 A

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
Washington, D.C. 20240

FROM: MARPER

DATED: 02/13/87

TO: COLO

SUBJECT: Agreement Local R4-68 - Page 3

Continuation of Addendum
NAGE Local R4-68 Agreement
dated: April 1, 1983

Article 16, Section 3:

Delete the paragraph written and add:

All applicants for job vacancies within the unit will be notified whether they were ineligible, qualified, or best qualified. The name of the selected candidate will be furnished to the eligible applicants. Upon request, the Employer will counsel unsuccessful applicants for the purpose of defining in what areas, if any, employees should improve themselves in order to increase their chance of promotion.

Article 17, Section 2:

Delete the paragraph written and add:

Details in excess of 5 days will be documented by Memorandum to the File. Details will be distributed fairly among employees based on work related factors.

Article 22, Section 3:

Delete the paragraph written and add:

When the Employer decides that activities must be curtailed due to inclement weather, power failure, or other interruptions, employees, as determined by the Employer, will be required to report or remain on duty. As provided for in applicable regulations, employees not required to report or remain on duty will be administratively excused without charge to leave or loss of pay. All other absences will be appropriately charged depending on the circumstances involved.

Article 26, Section 3:

Delete the paragraph written and add:

All disciplinary actions will be processed in accordance with applicable regulations and employees shall be afforded all rights and privileges provided therein. The Employer will make a reasonable effort to ensure that disciplinary/adverse actions are initiated promptly.

Article 29, Section 8:

Delete the paragraph written and add:

If an employee receives conflicting orders given by responsible officials, the employee will immediately advise the last official of the conflict. Management will resolve the conflict.

No copies sent to other addressees.

***** End of Letter # 967

Enter Letter Number you want to read and <ALL> or <A> to read all lines
...or a MAILBOX Menu Option.
968 A

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
Washington, D.C. 20240

FROM: MARPER

DATED: 02/13/87

TO: COLO

SUBJECT: Agreement Local R4-68 - Page 4

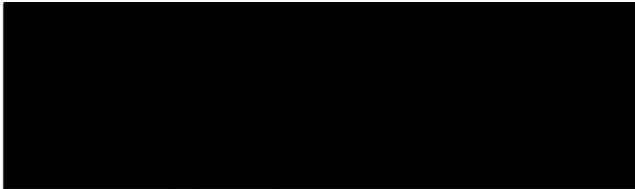
Continuation of Addendum
NAGE Local R4-68 Agreement
dated: April 1, 1983

Article 30, Section 2:

Delete the paragraph written and add:

The Employer will make every reasonable effort to keep the Union
informed during contracting out studies.

For Colonial National Historical Park



Date 2/19/87

Date

No copies sent to other addressees.

*** End of Letter # 968