

BASIC AGREEMENT

Between

**GREAT SMOKY MOUNTAINS NATIONAL PARK
NATIONAL PARK SERVICE**

U.S. DEPARTMENT OF THE INTERIOR

And

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 320**

(National Conference of Firemen and Oilers District of Local 32BJ/SEIU)

2009

TABLE OF CONTENTS

ARTICLE 1	RECOGNITION AND COVERAGE	4
ARTICLE 2	PROVISIONS OF LAW AND REGULATIONS	6
ARTICLE 3	UNION RIGHTS	7
ARTICLE 4	MANAGEMENT RIGHTS	9
ARTICLE 5	EMPLOYEE RIGHTS	10
ARTICLE 6	OFFICIAL TIME	12
ARTICLE 7	NEGOTIATIONS AND MEETINGS	15
ARTICLE 8	DUES WITHHOLDING	17
ARTICLE 9	LABOR-MANAGEMENT COOPERATION	19
ARTICLE 10	LEAVE	20
ARTICLE 11	OVERTIME	25
ARTICLE 12	DISCIPLINARY AND ADVERSE ACTIONS	26
ARTICLE 13	PROMOTIONS	28
ARTICLE 14	EMPLOYEE TRAINING AND DEVELOPMENT	29
ARTICLE 15	ALTERNATIVE WORK SCHEDULES	30
ARTICLE 16	GRIEVANCE PROCEDURE	32

ARTICLE 17	ARBITRATION	37
ARTICLE 18	UNFAIR LABOR PRACTICE CHARGES	39
ARTICLE 19	MISCELLANEOUS	40
ARTICLE 20	PRINTING AND DISTRIBUTION	41
ARTICLE 21	DURATION	42
APPENDIX A	REPRESENTATION TIME REQUEST	44
APPENDIX B	GRIEVANCE FORM	45

ARTICLE 1 RECOGNITION AND COVERAGE

Section 1. Authority

This agreement is made and entered into under the Authority granted in Chapter 71, Title 5, USC (Federal Service Labor Management Relations statute), and in accordance with the regulations of the US Department of the Interior and the National Park Service.

Section 2. Parties and Coverage

This agreement is made by and between the Superintendent, Great Smoky Mountains National Park (GRSM), hereinafter referred to as "the Employer" and Service Employees International Union Local 320 (National Conference of Firemen & Oilers District of Local 32BJ/SEIU), hereinafter referred to as "the Union". Subject to relevant statutory exclusions, this agreement is applicable to all non-supervisory employees of the Great Smoky Mountains National Park.

Section 3. Purpose of this Agreement

It is the intent and purpose of the parties hereto to promote and improve the efficient administration of Great Smoky Mountains National Park, Gatlinburg, Tennessee, in the public interest and well-being of employees within the meaning of Chapter 71, Title 5, U.S.C., 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 discussions and adjustment of these matters.

The Union and management agree to support 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, the Union, and the local community. Both parties recognize that the orderly, efficient, and continuous progress of the Park's operation is in the public interest.

Section 4. Authority to Negotiate and Administer

The responsibility and authority for negotiating and administering this agreement rests with the Superintendent, GRSM, (or designee) and the Business Manager of Service Employees International Union Local 320, National Conference of Firemen and Oilers District of Local 32BJ/SEIU (or designee).

Section 5. Previous Agreement

This agreement between the parties takes precedence and nullifies all previous agreements between the Employer and the Union.

Article 2 PROVISIONS OF LAW AND REGULATIONS

Section 1. It is agreed and understood that in the administration of all matters covered by this Agreement management officials and employees are governed by the applicable existing or future laws or regulations of the Federal government, including but not restricted to Executive Orders, including Chapter 71, Title 5, U.S.C., those rules and regulations issued by the Federal Labor Relations Authority, the Department of Labor, the Office of Personnel Management, the Department of the Interior, the National Park Service, Southeast Regional Office, and other orders emanating from higher authority.

Section 2. Any portion of this Agreement which presently or in the future conflicts with any law, regulation, or directive of an authority outside the Department of the Interior automatically becomes null and void. However, this agreement is not subject to future Department of the Interior, National Park Service, or Southeast Regional Office Regulations unless they are required by law, or by regulations or an authority outside the Department of the Interior. In the event the Agreement is not amended to conform to all published Department of the Interior, National Park Service and Southeast Regional Office regulations, upon renewal, those provisions of any sections which are not in conformance with those regulations become null and void.

ARTICLE 3 UNION RIGHTS

Section 1. General Rights

The Union shall be the instrument through which unit employees participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment. Commensurate with the provisions of this agreement, the Union shall engage in authorized activities on behalf of bargaining unit employees, and will seek to advance the interests of employees covered by this agreement. The Employer recognizes these rights of the Union and agrees to deal in good faith with Union representatives on such matters.

Section 2. Bargaining Rights

The Employer recognizes the right of the Union to negotiate with respect to changes in conditions of employment. In accordance with Title VII of the Civil Service Reform Act of 1978, this right includes the Union's negotiating fully on the substance and/or impact of changes initiated by the Employer, as appropriate.

Section 3. Employee Representation

The Union shall be responsible for representing the interests of all bargaining unit employees without discrimination or regard to membership in the Union.

Section 4. Visiting Union Representatives

Authorized officers/representatives of the Union who are not employees may, at reasonable times, be allowed to visit Great Smoky Mountains National Park for the purpose of conducting authorized representational business. Prior to such visits, arrangements for the visit will be made with the Personnel Officer or designee.

Section 5. All new employees in the Unit shall be informed by the Employer that the Union is the exclusive representative of employees in the Unit. Each such new employee will receive the address and phone number for SEIU Local 320.

Section 6. The Employer shall furnish SEIU Local 320, on a quarterly basis, the following information regarding all new employees of the Unit:

- (a) Full name.
- (b) Position title and grade.
- (c) Organizational assignment.
- (d) Date entered on duty.

ARTICLE 4 MANAGEMENT RIGHTS

Section 1. Basic Rights

It is agreed and understood that management retains the right:

- (1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
- (2) in accordance with applicable laws
 - (A) to hire, assign, direct, lay off, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - (B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
 - (C) with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source; and
 - (D) to take whatever actions may be necessary to carry out the agency mission during emergencies.
- (3) to provide reasonable standards and rules for employee safety.

Section 2. Recognition of Rights

The Union recognizes these rights of the Employer and agrees to demonstrate an affirmative willingness to deal with appropriate management representatives on matters involving the administration of this Agreement.

ARTICLE 5 EMPLOYEE RIGHTS

Section 1. Protection of Rights

Bargaining unit employees shall have the protection of rights afforded all Federal employees, including the right to form, join, or assist the Union or to refrain from such activity freely and without fear of penalty or reprisal. Nothing in this agreement will require an employee to become or remain a member of the Union. Additionally, both Parties agree to abide by all written understandings reached by the Parties with regard to all bargaining unit employees.

Section 2. Access to Union Representation

Employees shall have the right to contact their Union representative during duty hours in regard to a condition of employment. The supervisor shall make arrangements to relieve the employee for such contact in a timely manner. Resulting discussions shall be reasonable in length and shall not ordinarily exceed thirty (30) minutes. Internal Union business will not be conducted during duty hours.

Employees shall also have the right to have a Union representative present when being examined in connection with an investigation under 5 USC 7114 (a) (2) (B) when (1) the employee reasonably believes that the examination may result in disciplinary action against the employee, and (2) the employee requests representation. Employees will be advised once annually of the right to union representation under 5 USC 7114(a) (2) (B). New employees will be notified during orientation of the right to union representation under 5 USC 7114(a) (2) (B).

Section 3. An employee has the right to have both the Employer and the Union apply all provisions of this Agreement fairly and equitably to all employees in the Unit without regard to race, creed, color, national origin, sex, age,

as prescribed in existing regulations, marital status, disability, lawful political affiliation(s), or membership or non-membership in a lawful union.

Section 4. Employees have the primary responsibility and obligation to know and observe established safety rules and practices. Additionally, they will properly use all safety equipment provided them as protection for themselves and others. Employees will be responsible for reporting to their supervisor any unsafe practice or condition of which they are aware. Each party will keep the other advised of known opportunities for appropriate safety training.

ARTICLE 6 OFFICIAL TIME

Section 1. Representatives

The Employer agrees to recognize for official time purposes up to three (3) Union representatives who occupy positions within the bargaining unit. These Union representatives will be recognized as the representatives for bargaining unit employees in the offices or area to which they are designated. The areas of representational responsibility for designated union representatives will result in minimum overlapping of representatives or areas. The Union agrees to provide the Personnel Officer in writing and maintained on a current basis, a list of the names, telephone numbers and duty station locations of all Union representatives, indicating those three who will be utilizing official time.

Section 2. Amount and Proper Use of Official Time

The Employer will supply use of a shared office with a lockable door containing a computer, phone, copier, and lockable file cabinet. The Union may use the office for official time purposes up to 2 hours per week between 4:30 and 5:30 p.m., Tuesday and Thursday each week. If additional private space is necessary for an employee meeting, the union may request such space from the Human Resources Officer.

Official time will be granted in reasonable and necessary amounts to designated Union representatives when conducting representational or labor relations duties. Official time is available for time spent conducting these duties during only such time as the employee/representative would otherwise be in a duty status. Examples of proper representational duties may include investigating employee complaints, processing grievances, preparing for and engaging in negotiations, and attending labor-management meetings. When formal orientation meetings are held, the union steward will be notified and, if the union steward chooses to attend and work priorities will allow, the union steward will be granted up to 15 minutes of the meeting time to

introduce himself/herself and inform employees of proper negotiated grievance procedures. Activities related to the internal management of the Union, such as solicitation for membership, internal Union meetings, distribution of ballots or campaigning for Union office, and solicitation and collection of dues, will be conducted during non-duty time in non-work areas. The Employer agrees to provide for the use of the Sugarlands Training Room by the Union for meeting purposes on an as-needed, as-available basis. Upon request, this facility will be made available, to the extent possible, for meetings of the Union for the conduct of internal affairs outside regular working hours, subject to prescribed security requirements.

Section 3. Release Procedure

The Parties agree that a Union representative's first responsibility is to his/her job. All official time must be requested and approved in advance and must be fully documented for reporting and accounting purposes. The following procedures will apply to any Union representative who wishes to leave his/her assigned work area on official time to perform representational duties:

- a. Prior to leaving the work area, the Union representative must first complete the form found at Appendix A of this contract. Using this form, he/she will then report to and request permission for official time from his immediate supervisor.
- b. Subject to workload considerations, the Union representative will normally be released as requested. If release cannot be granted due to workload, the supervisor or designee will advise the Union representative when release would be appropriate.
- c. The Union representative will contact the supervisor of the individual to be visited and arrange a definite appointment. If the employee cannot be made available, the supervisor or designee will inform the Union representative when the employee(s) will be available.
- d. Upon return to his/her work area upon completion of representational

duties, the Union representative will inform his/her supervisor of his/her return.

ARTICLE 7 NEGOTIATIONS AND MEETINGS

Section 1. Both parties to this Agreement have the responsibility of conducting negotiations in good faith and otherwise in such manner as will further the purposes of Chapter 71, Title 5, U.S.C. The parties agree to make every reasonable effort to resolve all differences which arise between them in connection with the administration of the Agreement.

Section 2. It is agreed and understood that matters appropriate for negotiation between the Employer and the Union are personnel practices, programs, and procedures related to working conditions that are within the discretion of the Employer including but not limited to, such matters as safety, training, labor-management cooperation, employee services, and scheduling of leave.

Section 3. Meetings requested by representatives of the Union or the Employer shall be conducted informally at a mutually convenient time and place. Management officials shall grant employees who represent the Union reasonable amounts of official time to attend and participate in such meetings. Representatives of the Union or Management shall state orally, or in writing, the nature of the matter to be discussed. Each side shall be represented by equal numbers.

Section 4. Nothing in this agreement shall preclude the Employer and the Union from negotiating:

- (a) At the election of the employer, on the number, types and grades of employees or positions assigned to any organizational subdivision, work projects, or tour of duty, or on the technology, method and means of performing work.
- (b) Procedures which management officials of the Park will observe in exercising any authority under the 5 U.S.C. 7101.
- (c) Appropriate arrangements for employees adversely affected by the exercise of any authority by the employer under 5 U.S.C. 7101.

Section 5. The Employer agrees to inform the Union of any changes in personnel policies, practices and procedures that are applicable to unit employees.

Section 6. Management officials will not make unilateral changes in the terms of this agreement. Changes which may be required by paramount statutes, executive orders, regulations or appropriate authorities, or emergency situations shall be brought promptly to the attention of the Union. Amendments will be effected in accordance with the procedure specified in Article 21 (Duration) of this Agreement.

Section 7. Re-negotiation of this agreement, if requested in accordance with Article 21 (Duration), will be conducted in accordance with the provisions of Chapter 71, Title 5, U.S.C., and any ground rules established by the parties.

ARTICLE 8 DUES WITHHOLDING

Section 1. In conformance with applicable law and regulations, the Employer will withhold union membership dues of employees in the unit who are members of the Union and who voluntarily make such allotment of their pay for this purpose.

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

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

Section 4. Allotments for union dues must be authorized on Standard Form 1187 which shall be purchased by the Union for members. Members wishing to participate in the dues withholding program may authorize a pay allotment to cover union dues by submitting a signed SF 1187 to the SEIU Local 320 Office, who will certify that the employee is a member in good standing in the Union. He in turn will submit the forms to the agency's Personnel Office.

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

Section 6. The amount of dues withheld shall remain unchanged until the Union certifies to the Employer that the amount of dues has changed for a particular member or members, showing the specific amount of the new deduction. Such changes shall not be made more frequently than once each twelve months, measured from the date of the first change made by the Union. Notification of dues changes must be received by the Employer three weeks prior to the beginning of the pay period for which the change is effective.

Section 7. A member may revoke his/her allotment for union dues by submitting to the Personnel Office a completed and signed Standard Form 1188. Such

revocation shall be affected in accordance with the instructions found on the SF 1188. The Employer will provide the Union with a copy of the completed SF 1188.

Section 8. Termination of dues withholdings shall be automatic when an employee is expelled or ceases to be a member of the Union or assigned to a position outside the bargaining unit. The Union will promptly notify the Personnel Officer, in writing, when a member of the Union is expelled or ceases to be a member.

Section 9. Remittances to the Union of dues withheld will be made as soon as practical after each pay period for which deductions are made. Remittances will show the names of participating members, the amounts withheld, and the pay period from which deductions were made.

ARTICLE 9 LABOR-MANAGEMENT COOPERATION

Section 1. In order to achieve the fullest possible benefit from Labor-Management cooperation there shall be established a joint Labor-Management cooperation committee to consist of an equal number of representatives, not more than three (3) with alternates for each, chosen by the Union by unit employees and by the Superintendent at the National Park. This committee shall have power of self organization, shall keep minutes of the proceedings and have the prerogative of recommending improvements in efficiency and employment conditions but shall not consider or act on matters that are subject to negotiations or the settlement of grievances. The committee will meet at the request of either party not to exceed once a month, except by the mutual consent of both parties. Meetings will be held on official time.

Section 2. All committee members shall receive a copy of the recorded minutes no later than five (5) working days from the date the meeting was held.

Section 3. When changes in personnel policies and practices are proposed which affect the bargaining unit employees' conditions of employment, the union may request that a labor-management committee be convened within five (5) calendar days of receipt of the proposed changes. The committee shall consist of an equal number of representatives, not more than three (3), chosen by the Union for unit employees and by the Superintendent or his Assistant for the Employer. The purpose of the committee is to discuss the proposed changes and make recommendations for comments or, if appropriate, for implementation. This committee shall keep minutes of the proceedings and hold meetings during normal working hours. Overtime and/or compensatory time will not be paid for attendance at these meeting. (This committee does not relinquish the union's right to request bargaining within 10 calendar days of the notice of a change in personnel policy and practice that affects bargaining unit employee's conditions of employment.)

ARTICLE 10 LEAVE

Section 1. Policy

An employee shall earn leave in accordance with applicable statutes and regulations. Leave may be requested and, if approved, used in fifteen (15)-minute increments.

Section 2. Scheduling Leave

Supervisors have the primary responsibility for the planning and effective scheduling of annual leave. Positive action should be taken to avoid situations where employees approach the end of the leave year with a significant amount of annual leave that must be used or forfeited. Employees are encouraged to request and schedule leave as far in advance as possible, especially when financial commitments are involved. Employees must be allowed to schedule and use "use or lose" annual leave before the end of the current leave year unless an exigency of public business has been approved for that employee. When an employee chooses not to request or use annual leave to avoid forfeiture, he/she is not entitled to have the forfeited leave restored.

Section 3. Annual Leave

When approved by the supervisor, the employee's use of annual leave is at the employee's discretion. Annual leave scheduling will be worked out between the employee and the supervisor. For any period of absence, employees will submit a written annual leave request on OPM-71. The supervisor will make a timely decision on whether or not to approve the employee's leave request. Leave may be requested and if approved, used, in 15-minute increments.

Requests for annual leave shall normally be granted subject to workload demands or other concerns. Once approved, an employee's leave request will normally not be rescinded. If the Employer must rescind previously approved annual leave, as much notice as possible will be provided.

When sickness occurs during a period of annual leave, sick leave will be granted for a period of sickness where approved by the supervisor and requested within a reasonable amount of time. In such cases, medical certification may be required by the supervisor prior to approval of the leave request.

An employee requesting unplanned annual leave will personally contact his supervisor or designee prior to or within the first hour of his tour of duty to request leave and to inform the supervisor of the expected extent of the leave. Each supervisor will inform his/her employees of the reporting procedures to be used in the event the supervisor is unavailable at the time the employee calls to request unplanned leave. If the absence extends beyond the anticipated period, the employee is responsible for contacting the supervisor and requesting additional leave.

Section 4. Sick Leave

An employee shall earn and use sick leave in accordance with appropriate statutes and regulations. Leave may be requested and, if approved, used in 15-minute increments. Employees have an obligation to request sick leave in a timely manner, and management has the responsibility to assure that leave is approved for appropriate use.

The use of sick leave is an employee benefit to be used by the employee in accordance with specific regulations for absences required when an employee:

- ☐ receives medical, dental, or optical examination or treatment;
- ☐ is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth;
- ☐ provides care for a family member who is incapacitated resulting from physical or mental illness, injury, pregnancy, or childbirth or who

receives medical, dental or optical examination or treatment;

- ☐ makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
- ☐ would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his presence on the job because of exposure to a communicable disease; or
- ☐ must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, attorneys, court proceedings, required travel, and any other activities necessary to allow the adoption to proceed.

All sick leave must be used in accordance with appropriate governing regulations. Restrictions apply to the amount of sick leave that an employee may use to care for a family member or to attend the funeral of a family member. When an employee is using sick leave to care for a family member or due to the death of a family member, the employee will indicate this on the request for leave form.

Employees requesting unplanned sick leave will contact their supervisor or his/her designee personally prior to or within the first hour of their tour of duty to request leave and to inform the supervisor or the designee of the expected extent of the leave. Each supervisor will inform his/her employees of the reporting procedures to be used in the event the supervisor is unavailable at the time the employee calls to request unplanned leave. If the absence extends beyond the anticipated period, the employee is responsible for contacting the supervisor and requesting additional leave.

An agency may grant sick leave only when supported by administratively acceptable evidence. An agency may consider an employee's verbal certification as "administratively acceptable evidence" for short absences.

For an absence in excess of three workdays, or for a lesser period when determined necessary by an agency, the agency may require a medical certificate or other administratively acceptable evidence as to the reason for an absence. For serious illness or extended absences, such as maternity leave or recovering from surgery, employees will be required to submit medical documentation for the length of absence indicating the approximate date of return and medical documentation that the employee has been released from care before returning to work.

The Agency may require medical documentation for use of sick leave for any period of time if (1) the employee's use of sick leave appears excessive or (2) if the employee repeatedly fails to follow the procedures for requesting leave or (3) the Employer suspects that sick leave has been used contrary to statute or regulation. Employees will not be required to furnish a medical certificate to substantiate a request to be granted sick leave for periods of three consecutive workdays or less unless the Employer has given written notice that the employee must furnish a medical certificate or other administratively acceptable evidence for all absences from work which the employee desires to charge to sick leave. Such a requirement is not a disciplinary action and will not be placed in the employee's Official Personnel Folder.

Section 5. Leave without Pay

Leave without pay is an approved temporary nonpay absence from duty that is requested by the employee and that requires prior supervisory approval. It may be granted in lieu of annual leave or sick leave. The authorization of leave without pay is a matter of administrative discretion and is not an employee right.

Employees requesting leave without pay should discuss their request with their supervisor. All requests for leave without pay must be submitted

employee's Division Chief in writing on a leave request form (OPM-71). All requests must state the reason for the request and the specific amount of time needed for the absence. Requests will be reviewed on a case-by-case basis and a decision will be made by the Division Chief.

Section 6. Administrative Leave

Administrative leave is an absence from duty administratively authorized without loss of pay and without charge to leave. Administrative leave is ordinarily authorized on an individual basis, except when a group of employees is excused from work for various purposes. Individual requests for administrative leave will be considered thoroughly and management decisions will be based upon fair and consistent application of the established procedural guidelines (OPM, DM, NPS, and SERO policies).

ARTICLE 11 OVERTIME

Section 1. Overtime is a work assignment that is directly assigned and approved in advance by the supervisor. Overtime assignments shall be distributed fairly among qualified employees within each work group. Overtime will not be assigned to employees as a penalty or reward.

Section 2. Overtime entitlement and compensation shall be in accordance with applicable rules and regulations. When an employee is called back to work on an overtime basis outside of and unconnected with his scheduled hours of work, the employee shall receive a minimum of two (2) hours compensation at the overtime rate. The employee will be allowed to leave the agency premises, with approval of supervisor, when there is no further work to be completed even if the employee has worked less than two hours.

Section 3. When given an overtime assignment, an eligible employee may elect to earn compensatory time off in lieu of overtime pay. Employees may earn compensatory time in accordance with applicable rules and regulations. Compensatory time earned will be equal to the time spent in overtime work on an hour-for-hour basis. If an employee's annual and compensatory time leave balances would create a leave-scheduling problem, the supervisor may elect to have the employee paid for the overtime and not given a choice to elect compensatory time.

ARTICLE 12 DISCIPLINARY AND ADVERSE ACTIONS

Section 1. Policy

The Employer retains the right to take appropriate disciplinary and/or adverse actions. The basic procedures as outlined in applicable laws and regulations (5 CFR Part 752) and this Agreement will be followed. Disciplinary and adverse actions will be taken only for cause.

Formal disciplinary actions include written reprimands and suspensions of fourteen (14) calendar days or less. Adverse actions include suspensions of more than fourteen (14) calendar days, removal, furlough of thirty (30) days or less without duties or pay because of lack of work or funds or other nondisciplinary reasons, and reductions in grade or pay.

Letters of warning and oral admonishments are not considered formal disciplinary actions. An oral admonishment is a disciplinary discussion between a management official or supervisor having the authority to take disciplinary action with respect to that employee.

Section 2. Progressive Discipline

The Employer will apply the concept of progressive discipline designed to correct and improve employee conduct. However, each situation warranting discipline must be evaluated individually and, in instances involving serious offenses, intermediate progressive discipline may not be appropriate.

Discipline taken will match the seriousness of the misconduct.

Section 3. Procedures

In taking disciplinary and adverse actions, the procedural requirements found in 5 C.F.R. Part 752 will be followed. Copies of this regulation are available for review in the Park Personnel Office. Consistent with 5 C.F.R. Part 752, when the Employer takes a disciplinary or adverse action against an employee more serious than a written reprimand, the following procedures will apply:

- A. A written proposal will be delivered to the employee prior to taking an action and will contain the specific reasons for the proposed action. If the proposed action is an adverse action, there will be thirty (30) calendar days advance notice except in those cases where the crime provision is invoked (i.e., when there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed) and in those cases where an employee is considered a danger to himself/herself or others.
- B. The proposal will also inform the employee of the right to review all material that was relied upon to support the action. Copies of this material will be made available to the employee for review upon request. The proposal notice will specify who will receive the employee's oral and/or written reply.
- C. The employee will be given ten (10) calendar days from the date the employee received the notice of proposed adverse action, or seven (7) calendar days for a disciplinary action less than an adverse action, in which to deliver an oral and/or written reply. Reasonable requests for extensions will be granted if submitted in writing prior to expiration of the time allowed stating the reasons for desiring more time. In delivering a reply, the employee may set forth mitigating circumstances and give reasons as to why the proposed action should not be effected.
- D. After full consideration of all factors including any response presented by the employee, a written decision will be rendered. The written decision will state the reasons for the action.

Section 4. Letters

Letters of reprimand will be placed in the employee's Official Personnel Folder (OPF) for the period of time specified in the letter but not to exceed two years. Letters of warning or documentation of oral admonishments will not be placed in the employee's OPF. A copy will be maintained only by the employee's supervisor and will be destroyed one (1) year following the date of issuance or sooner, if appropriate.

ARTICLE 13 PROMOTIONS

Section 1. Promotion actions will be processed in accordance with the Department of the Interior and National Park Service Merit Promotion Plans.

Section 2. Vacancy announcements originating from Great Smoky Mountains will contain an equal employment opportunity statement that is in accordance with all applicable law and regulation.

Section 3. The Employer agrees to make a reasonable effort to utilize the maximum skills and talents of the employees of Great Smoky Mountains National Park. Accordingly, consideration will be given to filling vacant positions with current employees. The Union recognizes, however, that other methods of filling vacant positions remain available to the Employer, such as reinstatement, transfer, re-promotion and selection from registers.

Section 4. The Employer will post on the bulletin boards all available vacancy announcements pertaining to openings in Great Smoky Mountains National Park. Copies of these announcements will be provided to the three designated Union Stewards.

ARTICLE 14 EMPLOYEE TRAINING AND DEVELOPMENT

Section 1. Position descriptions shall contain the principal duties, responsibilities and supervisory relationships for classification purposes. When significant changes in the duties and responsibilities of the position occur, the position description will be amended or rewritten to accurately describe the current position.

Section 2. The supervisor shall counsel the employee throughout the year regarding the employee's performance. The supervisor shall formally review the employee's performance standards with the employee annually. Counseling shall be an evaluating session of an employee's performance.

Section 3. The employer will continue past practice which is consistent with law in the assignment of details.

Section 4. Supervisors will counsel employees concerning career development and advise employees about areas of needed training to increase job proficiency. As opportunities present themselves, and resources become available, the Employer may present nominations for individual employees to the source of the training.

Section 5. Employees detailed to higher graded duties will receive a temporary promotion at the beginning of the first pay period after thirty calendar days of being detailed if they are otherwise eligible under established eligibility requirements for such a promotion. Details will not be used solely for the purpose of avoiding temporary promotions.

ARTICLE 15 ALTERNATIVE WORK SCHEDULES

Section 1. In accordance with applicable law and regulation, alternative work schedules shall be available in two forms as follows:

Schedule I. Shall be eight (8) ten-hour workdays within each pay period. Daily schedule must include a thirty-minute lunch period. The schedule will include six (6) non-work days in each pay period.

Schedule II. Shall be eight (8) nine-hour workdays and one (1) eight-hour workday within each pay period. Daily schedule must include thirty-minute lunch period. The schedule will include five (5) non-work days in each pay period.

Section 2. Each employee may request to be placed on either of the alternative schedules (Schedule I or Schedule II). An employee request for an alternative schedule must be in writing and received by his immediate supervisor at least three weeks prior to the proposed effective date. Employees who work together in a unit and perform work as a crew away from their reporting duty station a majority of the time may each sign one request for the same type of alternative work schedule.

Section 3. Employee requests for assignment to an alternative schedule will be considered on an individual or work crew basis as appropriate and will be subject to the approval of the Division Chief. The Division Chief may approve placing an entire work crew on an alternative work schedule if a majority of the employees in the work crew request the same schedule (I or II). If a request is disapproved by the Division Chief, the employee may request in writing to the Superintendent through supervisory channels that the decision be reviewed.

Section 4. Premium pay provisions will not apply to work that is performed as part of an approved alternative work schedule. Premium pay is only appropriate when work is ordered by management to be performed outside the employees normal work schedule and during periods when employees would otherwise be entitled to premium pay.

Section 5. Except in emergencies, the employee will be given one week's notice prior to the effective date of changes to an approved alternative schedule. Failure to give the advance notice however will not interfere with management's right to effect changes when necessary.

Section 6. The Employer may remove any employee from participation in alternative work schedules because of employee abuse or irresponsibility.

Section 7. Nothing in this article may restrict management's rights under 5 U.S.C. 7106. Specifically, this agreement shall not restrict management's right to determine the numbers, types and grades of employees or positions assigned to any work project or tour of duty.

Section 8. Nothing in this article may (1) cause reduced productivity, (2) diminish in any way the level of services furnished to the public by Great Smoky Mountains National Park or (3) increase the cost of operations of Great Smoky Mountains National Park. If the Employer determines that any of these situations have resulted from alternative work schedules, the Employer may immediately terminate the schedules.

Section 9. An employee requesting temporary light or limited duty must present a physician's certificate specifying, based on the position description, those duties which the employee is unable to perform or providing limits on the number of hours the employee can work. The Employer will determine if light duty is available and respond to the employee's request. If, due to the current workload and the medical restrictions of the employee, light duty cannot be offered, the employee may submit a request for the appropriate leave. The employee may request Union assistance in this process.

ARTICLE 16. GRIEVANCE PROCEDURE

Section 1. Purpose and Scope

The purpose of this article is to provide a mutually acceptable method for the prompt and equitable settlement of a grievance filed by an employee, the Union or the Employer. This negotiated procedure shall be the exclusive procedure available to an employee or the Parties for resolving grievances as hereinafter defined.

Section 2. Grievance Definition

For the purposes of this Article, a grievance means any complaint:

- A. by any employee or the Union concerning any matter relating to the employment of the employee, or
- B. by any employee, the Union, or the Employer concerning
 - (1) the effect or interpretation or a claim of breach of this collective bargaining agreement; or
 - (2) any claimed violation, misinterpretation or misapplication of any law rule or regulation affecting conditions of employment;
- C. except that it shall not include a grievance concerning
 - (1) any claimed violation related to prohibited political activities (Hatch Act), or
 - (2) retirement, life insurance or health insurance, or
 - (3) suspension or removal for national security reasons or
 - (4) any examination, certification, or appointment, or
 - (5) the classification of any position.

Section 2. Decision Terminology (Glossary)

- a. Deny - The decision concludes that the evidence does not support the grievance.
- b. Sustain - The decision concludes that the evidence supports the grievance in whole or in part.

c. Remand - The grievance is returned to a previous step in the grievance procedure for reconsideration.

d. Return - The grievance is sent back for additional information in accordance with this Article.

Section 3. Grievability or Arbitrability

If any grievance is rejected on the grounds that is not a proper grievance (for example: not a matter subject to this negotiated procedure or not subject to arbitration, or not timely filed) the receiving party shall notify the grieving party. Upon such notification, the grievance may be referred to arbitration in accordance with Article 17.

Section 4. Role of the Union

The Union shall be recognized as the representative of the aggrieved employee when so designated by the grieving employee. While an employee may choose to represent himself/herself in presenting a grievance, no employee representative other than the Union will be recognized under these procedures. When the Union is representing the employee, it may present the grievance with or without the employee being present. All communications from the Employer regarding the grievance shall be transmitted simultaneously to the employee and any designated Union representative. The Employer shall provide the Union representative with records pertinent to the current grievance, if requested.

Section 5. Filing and Content of Grievances

The Employer and the Union agree that every effort will be made by management and the grievant to settle grievances at the lowest possible level. The immediate supervisor and his employees shall maintain a healthy atmosphere in which both can speak freely and have a frank discussion of any problems that arise. All grievances will be given fair and impartial consideration at each step of the procedures defined in Section 6 of this Article.

Grievances must state specifically and in detail that the action is a grievance, the nature of the grievance, the article(s) and section(s) of this

contract allegedly violated, the previous steps which have been observed and the results thereof, and the corrective action desired using the Grievance Form found at Appendix B of this agreement. The employee or Union representative filing the grievance must sign the grievance. Grievances not meeting these requirements will be rejected by the Employer as incomplete. An employee or the Union shall file a grievance in accordance with Section 6 of this Article. If the grievance is improperly filed, the receiving office will return the grievance to the employees or the Union with instructions. Failure of the employee or the Union to present any grievance in the prescribed time limits shall be grounds for the grievance to be rejected.

Section 6. Processing Procedure

For the purpose of expediting the processing of grievances, the Parties agree that specific issues allegedly not reconciled at a previous step will be sufficiently identified and adequately supported with relevant information when submitted to each succeeding step. This information will not expand on the issues established at the initial step of the grievance procedure.

Step 1:

The employee/Union, and if he chooses, a Union representative, shall orally discuss and attempt to informally resolve the grievance with the immediate supervisor within ten (10) calendar days of the event(s) giving rise to the grievance. If this discussion fails to resolve the matter, the grievance shall be reduced to writing within ten (10) calendar days and presented to the Division Chief. The Division Chief shall render a written decision on the grievance within ten (10) calendar days of receipt.

Step 2:

If the grievance remains unresolved, the employee/Union may, within ten (10) calendar days of receipt of the decision of the Division Chief, forward the written grievance to the Park Superintendent or designee. The Park Superintendent shall review and render a written decision on the grievance within ten (10) calendar days of receipt.

Step 3:

If the grievance is not resolved to the employee/Union's satisfaction, the employee/Union may request the conflict resolution service of the Department of Interior Conflict Resolution (CORE) Program or the mediation services of the Federal Mediation and Conciliation Service (FMCS). Such conflict resolution or mediation must be requested in writing within ten (10) calendar days following the Step 2 of the Grievance Procedure. If the grievance is not resolved to the employee/Union's satisfaction, the union may invoke arbitration within ten (10) calendar days of completion of the CORE process or the mediation process. If a mediation or conflict resolution process is not requested, the Union may invoke arbitration within 15 calendar days following the Step 2 of the grievance procedure.

Section 7. Employer-Initiated Grievances

Grievances filed by the Employer will be filed using the following procedures:

Step 1: The Employer shall orally discuss and attempt to informally resolve the grievance with a local union representative within 10 calendar days of the event(s) giving rise to the grievance. If this discussion fails to resolve the matter, the grievance shall be reduced to writing within ten (10) calendar days and presented formally to the local union representative. The local union representative will render a written decision on the grievance within 10 calendar days of receipt.

Step 2: If the grievance remains unresolved, the Employer may, within ten (10) calendar days of receipt of the decision of the local union representative, forward the written grievance to the National Representative for SEIU Local 320. The National Representative will review and render a written decision on the grievance within 10 calendar days of receipt.

Employer-initiated grievances must state specifically and in detail the nature of the grievance, any previous efforts made to resolve the grievance, the results thereof, and the corrective actions desired. If the grievance is not

resolved to the satisfaction of the Employer by the National Representative, the Employer may, within ten (10) calendar days of the receipt of the decision of the National Representative invoke arbitration in accordance with the provisions of Article 17.

ARTICLE 17 ARBITRATION

Section 1. Procedures and Conditions for Arbitration

Only the Union or the Employer may invoke arbitration. To do so, the Union shall serve written notice of such intent on the Employer within ten (10) working days of receipt of the final decision rendered under the provisions of Article 16 of this Agreement.

The Party invoking arbitration shall within ten (10) calendar days after notifying the counter-party of its intent to arbitrate request the Federal Mediation and Conciliation Service (FMCS) to furnish the Parties a list of seven (7) impartial persons qualified to act as arbitrators. Within fourteen (14) calendar days of receipt of the list of arbitrators the moving party shall contact the counter-party for the purpose of selecting an arbitrator. If the Parties cannot mutually agree upon one of the listed arbitrators, they will each strike one arbitrator's name from the list of seven (7) and then repeat the procedure until one (1) person remains who shall be the duly selected arbitrator. The Parties shall then jointly contact the arbitrator within five (5) calendar days and establish a mutually agreed upon date for the arbitration hearing. Once a hearing date has been agreed to it shall not be changed except by mutual consent.

The Parties shall strive for a joint submission of the issue(s) for arbitration. If this fails, each shall provide a separate submission at the hearing and the arbitrator will determine the issue or issues to be heard. The arbitrator's fee and the expenses of the arbitration hearing shall be borne by the losing party. In his decision, the Arbitrator will specify the losing party for the purposes of bearing arbitration expenses.

Section 2. Arbitration Hearing

The arbitration hearing will be held on the Employer's premises during the

regular day-shift hours of the basic workweek. The Grievant(s), his/her Union representative, and up to four (4) witnesses shall be allowed official time for the proceedings for such time as they would otherwise be in a duty status.

The arbitration hearing will be conducted as an oral proceeding. However, either Party may file a written brief and/or may request a verbatim transcript at its own expense.

If there is a question as to the arbitrability of a grievance, the arbitrator shall first hear arguments regarding the arbitrability of the case and then will render a bench decision on this issue. If the grievance is determined by the arbitrator to be proper, the hearing on the merits of the grievance will proceed. In considering any grievance, the arbitrator shall have authority to define the explicit terms of this Agreement. However, he/she shall have no authority to add to or modify any terms of the Agreement.

Section 3. Arbitrator's Award

The arbitrator's award shall be binding on the Parties. If no exception to the award is made, action to effect the arbitrator's decision shall be taken within thirty (30) calendar days from the date of receipt. Any dispute over the application of the award shall be returned to the same arbitrator for settlement or clarification, including remanded awards.

ARTICLE 18 UNFAIR LABOR PRACTICE CHARGES

Section 1. Pre-filing procedures

Unfair labor practice charges shall be processed in accordance with the regulations of the Federal Labor Relations Authority (FLRA) and Chapter 71 of Title 5 U.S.C. However, the Parties agree that when it is anticipated that a need to file an unfair labor practice charge arises the charging party will notify the charged party thirty (30) calendar days in advance of filing with the FLRA. This will allow for discussion and possible resolution before third party intervention.

ARTICLE 19 MISCELLANEOUS

Section 1. An employee's seniority shall be based on his/her service computation date. It is understood that the Employer has the right to make all work assignments. In making these work assignments, the employer will consider the type of work to be done, work priorities, and other considerations such as employee availability, seniority, skills, qualifications, communication skills, and past performance. If all factors are relatively equal, then seniority will be the guiding factor.

Section 2. The Employer will invite the Union to name a member for appointment on the Safety Committee.

Section 3. No employee will be required to attend a meeting on his/her off time without pay. An employee not electing to attend a meeting without pay shall not have his/her failure to attend this meeting used against him/her.

Section 4. The Employer will post changes in established tours of duty at least seven (7) days in advance of the effective date of the change. Changes to tours of duty may occur in less than 7 days if the Employer would otherwise be seriously handicapped in carrying out its mission or if costs would be substantially increased. In such instances, the personnel concerned will be notified as soon as possible. If an employee is absent from the Park at the time a change occurs the supervisor will make all feasible efforts to notify the employee prior to his/her return to duty.

Section 5. A space, 24" x 24", on the 4 official bulletin boards in Headquarters, South District Maintenance, North District Maintenance, and Cades Cove Maintenance will be designated for Union postings. (1) The publications, postings, or other materials will not violate any law. The Union will submit all proposed material to be posted to the Personnel Office for review to ensure that material is not improper for posting under laws and regulations. (2) It is agreed the distribution will only be posted and/or removed by authorized Union representatives, before or after work, during lunch or during an authorized break.

ARTICLE 20 PRINTING AND DISTRIBUTION OF AGREEMENT

Section 1. Printing

The Employer will bear the cost of printing this Agreement once approved, and will prepare the contract for printing.

Section 2. Distribution

The Union will be responsible for distributing copies of this Agreement to its bargaining unit members. The Union Steward will be allowed official time to comply with this section.

Section 3. Posting

The Employer will post this Agreement on Great Smoky Net.

ARTICLE 21 DURATION OF AGREEMENT

Section 1. Enforcement

The Employer and the Union agree that the terms and conditions contained in this contract were negotiated in accordance with the statutory rights afforded the Parties. The Parties further agree to fully enforce and abide by the terms negotiated herein in the exercise of their rights under this contract.

Section 2. Effective Date and Term

The effective date and the anniversary date of this agreement shall be the date of approval by the Director of Personnel, Office of the Secretary, Department of the Interior. This agreement shall remain in effect for three (3) years and shall automatically be renewed for one (1) year on the first anniversary date and on each anniversary date thereafter, unless a proper representation challenge is made by another Union, or not more than 105 calendar days and not less than 60 calendar days prior to such date, either party gives written notice to the other of its desire to amend, renegotiate, or terminate the agreement. If such notice is given, this agreement shall remain in full force and effect until the changes have been negotiated and approved. In renegotiating this agreement, the Employer and the Union will negotiate only those matters that have been submitted in writing at least sixty (60) calendar days prior to negotiations.

Section 3. Renegotiations

Either Party may give written notice to the other not more than one hundred and five (105) nor less than sixty (60) calendar days prior to the three (3) year expiration date, for the purpose of renegotiating this agreement. If negotiations and mediation, if necessary, have not been completed and the Agreement approved by the anniversary date, the existing Agreement shall be automatically extended the time necessary to obtain the decision of any third parties under the Act.

Section 4. Renewal

If neither Party serves notice to renegotiate this Agreement at the end of its term, the Agreement shall be automatically renewed for another one (1) year period subject to the other provisions of this Article.

Section 5. Amendment by Mutual Consent of the Parties

The Parties may effect amendments or may add provisions to this Agreement at times other than provided for in this Article if both Parties agree that it is expedient to do so.

APPENDIX A

Great Smoky Mountains National Park
Representation Time Request

Union Representative's Name: _____

Date: _____

I request permission to leave my worksite for purpose of engaging in Union representation activities as follows:

- ☐ Dispute Resolution (Pay Code LRD)
☐ General Labor Management Relations (Pay Code LRG)
☐ Mid-Term Negotiations (Pay Code LRM)
☐ Term Negotiations (Pay Code LRT)

☐ If meeting is with another employee, I have ☐/have not ☐ contacted the employee's supervisor and he/she has ☐/has not ☐ agreed to the meeting.

Estimated time needed: _____

Charge to: ☐ Official Time ☐ Annual Leave ☐ Leave without Pay
☐ Other (Specify) _____

Union Representative's signature: _____

Supervisor approved: _____ Supervisor denied: _____

Supervisor's signature: _____

Time left job: _____

Time returned: _____

If request is denied, state the reason:

APPENDIX B

GRIEVANCE FORM

SEIU LOCAL 320

To: _____ Step: _____

Employee: _____ Address: _____

Division/District: _____ Position Title: _____

Nature of Grievance: _____

What section of contract or regulations apply: _____

Remedial Action Requested: _____

Check this block only if you elect to represent yourself;

Date: _____ Signature of Employee: _____

Date: _____ Signature of Steward: _____

Grievance Received (signature & date): _____

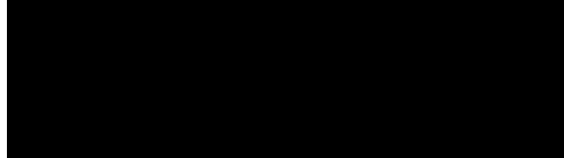
In witness whereof the parties hereto have entered into this basic agreement

DECEMBER 16, 2009

For Employer:



For Union:



Approved: 11/15/2010 (Date)

