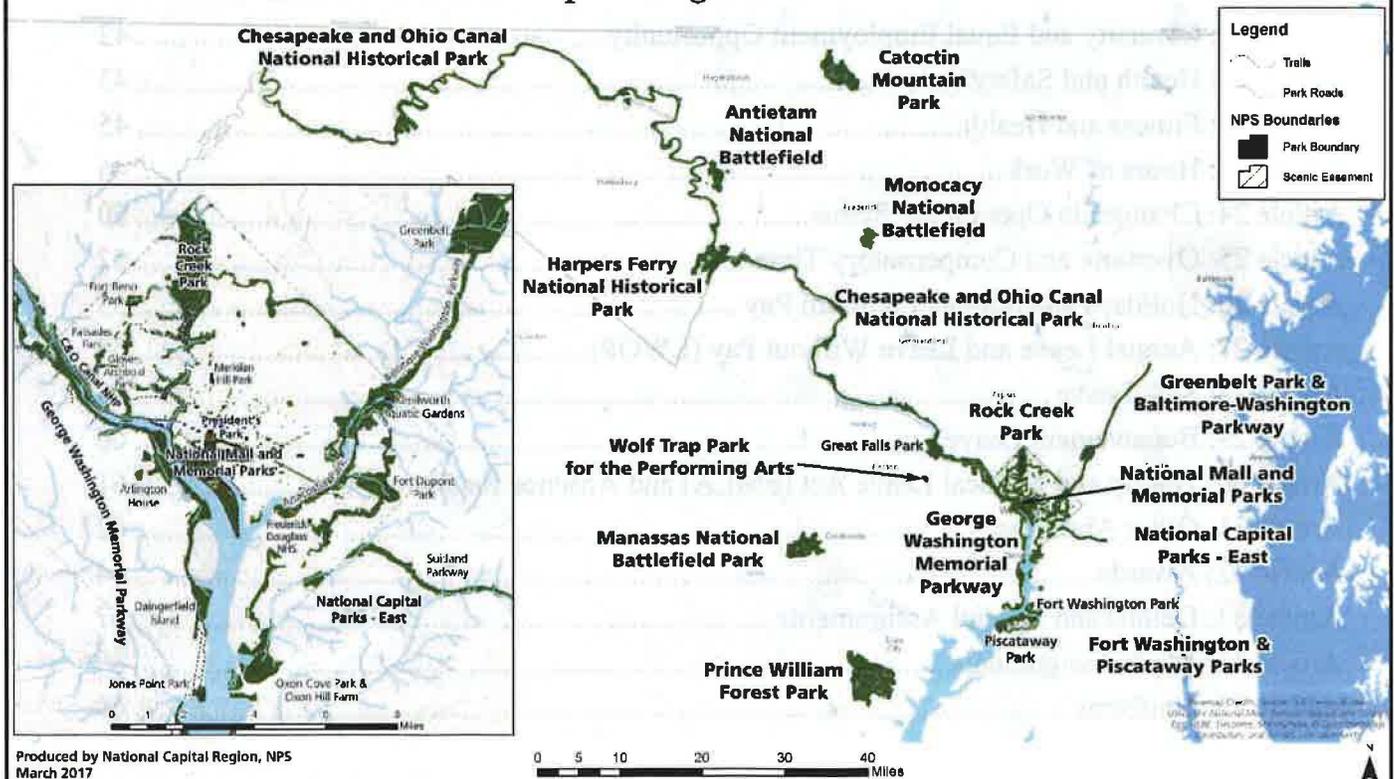




2018 Agreement between the United States Department of the Interior, National Park Service, National Capital Region (NCR) and the National Treasury Employees Union (NTEU)

National Parks in the National Capital Region



2018 AGREEMENT BETWEEN
THE UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL
PARK SERVICE, NATIONAL CAPITAL REGION (NCR)
AND
THE NATIONAL TREASURY EMPLOYEES UNION (NTEU)

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PREAMBLE

WHEREAS the National Capital Region (NCR), National Park Service (NPS), United States Department of the Interior (DOI) (the Agency) and the National Treasury Employees Union (NTEU or the Union) recognize the statutory right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them, safeguard the public interest, contribute to the effective conduct of public business, and facilitate and encourage the amicable settlement of disputes between employees and the Agency involving conditions of employment;

WHEREAS the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the government;

WHEREAS the Agency and the Union recognize that a mutual commitment to cooperation promotes both the efficiency of the Agency's operations and the well-being of its employees;

WHEREAS the Agency and the Union agree that the dignity of all involved will be respected in the implementation and application of this Agreement as well as related personnel policies and practices;

NOW THEREFORE the Agency and the Union, in good faith, and governed by honesty, reason and mutual respect, do hereby make and enter into the following Agreement collectively.

ARTICLE 1: PARTIES AND COVERAGE

Section 1.01

This Collective Bargaining Agreement (CBA or Agreement), is made by and between the National Capital Region (NCR), National Park Service (NPS), United States Department of the Interior (DOI) (the Agency) and the National Treasury Employees Union (NTEU or the Union).

This Agreement, together with any amendments which may be agreed to during the duration of this Agreement, is entered into under the Civil Service Reform Act of 1978 (October 13, 1978 Public Law 95-454 (CSRA)), and in accordance with the regulations of the DOI and the NPS. NTEU is the exclusive representative of bargaining unit employees as defined by *Section 1.03* below in accordance with the Federal Labor Relations Authority (FLRA) Certificates of Exclusive Representative dated February 28, 2014 (Case No. WA-RP-14-0001) and December 12, 2014 (Case No. WA-RP-14-0070), respectively. For reference, the FLRA certifications are included in *Appendix A: Federal Labor Relations Authority Certifications* of this Agreement.

Section 1.02

It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the CBA, secure the well-being of employees, and promote the public interest within the meaning of the CSRA and the DOI's labor-management policies and regulations.

Section 1.03

Pursuant to 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7), this Agreement covers all nonprofessional employees, including temporary employees with appointments of one hundred eighty (180) days or longer and all law enforcement rangers employed by the NCR, NPS, DOI,

excluding all professional employees; supervisors; management officials; confidential employees; employees engaged in personnel work in other than a purely clerical capacity; employees engaged in intelligence, counterintelligence, investigative, or security work that directly affects national security; employees primarily engaged in investigation or audit functions relating to the work of individuals whose duties directly affect the internal security of the Agency, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity; and temporary employees with appointments of less than one hundred eighty (180) days.

Section 1.04

If NTEU becomes certified as the exclusive bargaining representative for any NCR, NPS, DOI employees not currently covered by this Agreement, this Agreement shall extend automatically to all employees covered by the certification.

Section 1.05

The following definitions shall apply for purposes of this Agreement:

- A. "Employee" means bargaining unit employee, unless otherwise noted.
- B. "Agency" means the National Capital Region, National Park Service, Department of the Interior.
- C. "Union" means the National Treasury Employees Union.
- D. "Days" means calendar days, unless otherwise specified.

ARTICLE 2: DURATION AND TERMINATION

Section 2.01

This Agreement will become effective thirty-one (31) calendar days from execution (signing) or upon Agency head approval, whichever occurs first.

Section 2.02

This Agreement shall remain in effect for a period of four (4) years from its effective date and shall be automatically renewable for additional one (1)-year periods unless either party notifies the other party, in writing, at least sixty (60) days, but not more than one hundred twenty (120) days prior to the expiration date of its intention to reopen, amend, modify, or terminate this Agreement. Such written notice will be accompanied by any proposed amendments or modifications to the Agreement being delivered to the other party. The party receiving the written notice may deliver counter-proposals and proposals to the other party during the next thirty (30)-day period. The parties will begin negotiations no later than thirty (30) calendar days prior to the expiration date of this Agreement. If negotiations are not concluded prior to the expiration date, this Agreement shall continue in full force until a new Agreement has been approved.

Section 2.03

Nothing in this Agreement shall serve as a waiver by either party of the right to negotiate over matters that are affected by a change (during the life of this Agreement) to the Federal Service Labor-Management Relations Statute that expands or contracts the scope of bargaining in the

federal sector. Such bargaining may be initiated at any time after sixty (60) days from the effective date of the statutory change.

ARTICLE 3: EFFECT OF LAW AND REGULATION

Section 3.01

- A. In the administration of all matters covered by this Agreement, the parties are governed by the following:
1. Existing or future laws;
 2. Government-wide rules or regulations in effect upon the effective date of this Agreement; and
 3. Government-wide rules or regulations issued after the effective date of this Agreement that do not conflict with this Agreement.
- B. For all government-wide rules and regulation impacting conditions of employment of bargaining unit employees promulgated after the effective date of this Agreement, the Agency shall provide notice to, and bargain with, the Union, in accordance with *Article 9: Mid-term Negotiations*.

Section 3.02

To the extent that provisions of the Agency's policies, procedures, rules and regulations specifically conflict with this Agreement, the provisions of this Agreement will govern.

Section 3.03

The Agency shall provide all bargaining unit employees access to the following:

- A. An electronic copy of this Agreement, including all appendices affixed thereto; and
- B. NCR regulations and policies.

ARTICLE 4: MANAGEMENT RIGHTS

Section 4.01

- A. The Agency retains the right:
1. To determine the mission, budget, organization, number of employees, and internal security practices of the Agency;
 2. To hire, assign, direct, layoff, and retain employees or to suspend, remove, reduce in grade or pay, or take other disciplinary action against employees;
 3. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which operations shall be conducted;
 4. 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;
 5. To take whatever actions may be necessary to carry out the mission during emergencies.

- B. In accordance with 5 U.S.C. § 7106(b), nothing in this article shall preclude the Agency and the Union from negotiating:
1. At the election of the Agency, 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;
 2. Procedures which management officials of the Agency will observe in exercising any authority under 5 U.S.C. § 7106; or
 3. Appropriate arrangements for employees adversely affected by the exercise of any authority under 5 U.S.C. § 7106.

Section 4.02

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

ARTICLE 5: UNION RIGHTS

Section 5.01

The Union will have the right to represent all employees in the unit and to present its views to the Agency on matters of concern, either orally or in writing.

Section 5.02

- A. NTEU, after reasonable advance notification (i.e., generally not less than five (5) business days), shall be given the opportunity to be represented at formal discussions as defined by 5 U.S.C. § 7114. Such advance notice shall include a copy of the meeting agenda, if one is developed. In accordance with 5 U.S.C. § 7114(a)(2)(A), NTEU shall be entitled to the opportunity to be represented at any formal discussion between one (1) or more representatives of the Agency and one (1) or more employees in the unit or their representatives concerning any grievance, personnel policy, practice, or other general condition of employment.
- B. In any formal discussion held pursuant to this article, the Union representative will be identified. The representative may ask relevant questions and may make a brief statement of the Union's position regarding the subject of the meeting.
- C. For regularly scheduled formal discussions, the Agency shall provide the Union with notice and a meeting agenda, if one is developed, no less than two (2) business days in advance.

Section 5.03

- A. The Union will be given a list of prospective employees' names, position titles, grades, and posts-of-duty not less than four (4) calendar days prior to the employees beginning their employment with the Agency.
- B. Unless notified otherwise by the Agency, a Union representative shall be available at the National Capital Regional Office (NCRO) on the first Monday of each pay period for entry on duty (EOD) orientation sessions. For any NCR EOD orientation outside of the Washington, D.C. area, the Chapter President will be notified of where and when the EOD orientation will take place.

- C. The Union will be provided a reasonable period of time, not to exceed thirty (30) minutes, for employee orientation. This time will normally be provided immediately preceding a break. The Union may distribute copies of the Agreement during this session. The Agency will introduce the Union during each EOD orientation. No Agency representatives will be present during the period of time that the Union representatives are meeting with employees.

Section 5.04

On an annual basis, the Union will provide the Agency (Chief, Employee and Labor Relations, NCR) with an organizational chart that contains all Union stewards and officials.

Section 5.05

- A. A copy of any survey, which is intended to be distributed to bargaining unit employees by the Agency, will be first provided to the Union for comment at least ten (10) calendar days in advance of distribution to bargaining unit employees. All surveys shall be voluntary and anonymous with the exception of surveys mandated by other government agencies (e.g., DOI or Office of Personnel Management (OPM)).
- B. The Union officials shall be provided a copy of bargaining unit survey results at the same time they are distributed to the corresponding level of management.

Section 5.06

Employees assigned to a non-unit position may not concurrently serve as a Union representative.

Section 5.07

- A. Upon reasonable advance request by the Union, the Agency will provide a meeting space, as available, for meetings in each location of the Agency. Requests by the Union to utilize meeting space will be granted if consistent with availability, Park office work hours, and local security arrangements. It is agreed that the Union will comply with all security and housekeeping rules in effect on the Agency's premises at that time and place. The room may be used for the following purposes:
 - 1. Preparing or discussing a grievance;
 - 2. Preparing for meetings with the Agency;
 - 3. Conducting informal discussions, including meetings during employee non-duty time to meet employees and generally discuss collective bargaining and labor relations; and
 - 4. Internal Union business (e.g., internal Union meetings), so long as no official NPS duty time is utilized for such meetings.
- B. NCR employee Union representatives may use the Agency office equipment, including computers, telephone(s), e-mail, fax and photocopy machines in connection with labor management activities for which official time is authorized under *Article 7: Official Time*. The Union may not use the above-referenced equipment or services for internal Union business.
- C. NTEU staff representatives and Union representatives may send email and documents to one another and to bargaining unit employees via the NPS email system. However, NTEU staff

representatives may not use or access an NPS computer system. When the Union sends bargaining unit wide emails to employees, it shall use the BCC line to address recipients.

- D. Union representatives accessing the NPS computer system shall comply with applicable law, rule, and regulations.

Section 5.08

The Agency will provide the NTEU National Office, for its internal use only, a quarterly electronic list which will contain the names, grade and step, position titles, division, organization code/name, duty station, assigned office, email address if available, and adjusted base pay for all bargaining unit employees. The list will also identify employees who are on dues withholding status and employees' appointment type (e.g., temporary, term, permanent, full-time, or part-time).

Section 5.09

- A. The cost of printing this Agreement shall be borne equally by the parties. The Agency will distribute a copy of the printed Agreement to each bargaining unit employee in NCR and will provide a copy to each new bargaining unit employee when hired. A copy will also be provided to each supervisor or any other non-bargaining unit employee responsible for administering the terms of this Agreement. Twenty-five (25) copies of the printed Agreement will be furnished to the Union for its internal requirements. A copy of this Agreement will also be provided to the NTEU National Office electronically. Employees will be permitted to access the Agreement on-line through both the NPS and NTEU web sites. The Agency will encourage bargaining unit members and supervisors to familiarize themselves with the contents of the Agreement.
- B. Upon request, the Agency will furnish an accessible copy of this Agreement to any visually-impaired employee.

Section 5.10

The Agency will continue to provide the Union with offices in its NCRO facilities and office equipment in accordance with current practice. Changes to the size or location of these offices are subject to negotiation by the parties.

Section 5.11

The Agency will provide the Union with 2 ½' x 3 ½' of bulletin board space per floor in NCRO and in each Park office location in the field in accordance with current practice. Material will be posted directly by the Union.

Section 5.12

- A. Upon reasonable notification of at least two (2) calendar days in advance, the Union may distribute material in non-work areas of the Agency's premises to employees, provided that the employee distributing the material is in a non-duty status, and further provided that the distribution does not create a litter or employee traffic problem and that the material being distributed complies with the requirements of this article.
- B. When the Union wishes to set up displays or tables to distribute materials or gather signatures on petitions in non-work areas of the Agency's premises, it will do so on non-duty

time. Furthermore, it will notify the Chief, Employee and Labor Relations, NCR five (5) full calendar days in advance.

- C. The Union will be permitted to perform desk drops to bargaining unit employees subject to the following constraints:
1. Reasonable notice of a planned desk drop will be given to the Chief, Employee and Labor Relations, NCR. Such notice will be given either verbally or in writing in advance so that five (5) full calendar days elapse between receipt of the notice and execution of the desk drop.
 2. The employee performing the desk drop will do so on her/his own non-duty time (e.g., during work breaks, lunch periods, before/after work, on annual leave, or Leave Without Pay (LWOP)). When desk drops are performed after work hours, they will be completed in a time and manner consistent with the Agency's security procedures.
 3. The following areas will be considered "restricted areas" and desk drops will not be performed in them: management areas or offices in which no bargaining unit employees are located. No distribution will be permitted in public access areas such as fee booths, information desks, kiosks, memorial sites, visitor centers (public area), concessions areas, or in government vehicles. The Union will provide the material for desk drops to the Labor Relations Officer (LRO) for distribution to bargaining unit employees who work in human resources or use inter-office mail.

ARTICLE 6: UNION REPRESENTATIVES

Section 6.01

- A. The term "Union representative" is used in this Agreement to refer to all bargaining unit employees authorized to represent the Union, including stewards, chief stewards, and Union officers. No other bargaining unit employee(s) may be authorized by the Union to act on its behalf and receive official time under *Article 7: Official Time*, unless mutually agreed to by the parties.
- B. The Union may select bargaining unit employees as Union representatives to act on its behalf in accordance with the following:
1. Union officers include a president, vice president, secretary, and treasurer.
 2. The Union president may appoint stewards to represent the Union. The total number of stewards will be no more than twenty-seven (27). The Chapter President shall designate stewards within each Park to ensure adequate Union representation of bargaining unit employees. There will be no more than three (3) Union representatives designated in any Park.
- C. Union representatives will receive official time in accordance with 5 U.S.C. § 7131 and *Article 7: Official Time* of this Agreement.

Section 6.02

The Union agrees to provide the Agency with a list of Union representatives by no later than January 30 of each year. The Union will also provide to the Agency reasonable notification of

any changes (additions or deletions) in the form of an updated list in advance of the effective date of the change. Bargaining unit employees will not be eligible for official time to perform representational functions unless they are identified on the most current list of Union representatives provided to the Agency's Chief of Employee and Labor Relations or the parties mutually agree otherwise. All official time use is subject to *Article 7: Official Time* of this Agreement.

Section 6.03

In accordance with applicable law, a Union representative will not be disadvantaged in the assessment of her/his performance based on her/his use of approved/documented official time when conducting labor-management business authorized by *Article 7: Official Time* of this Agreement. The Agency will take into account the time spent by Union representatives carrying out their representational responsibilities and interruptions in performing their normal job functions when evaluating the performance of such Union representatives. However, it is understood that performance problems unrelated to the use of official time may be addressed in accordance with applicable law, rule, regulation, and *Article 16: Performance Evaluation*. The performance of each employee serving as Union representative will be rated on the basis of Agency assigned work consistent with the elements identified in the employee's performance plan.

ARTICLE 7: OFFICIAL TIME

Section 7.01

- A. The Agency and the Union recognize that the use of official time to conduct authorized representational activities is in their mutual interest. Such time is to be accounted for in QuickTime or any successor system. Only designated Union representatives are entitled to official time under 5 U.S.C. § 7131.
- B. The Union Chapter President shall receive twenty-four (24) hours of duty time per pay period as official time. Other Union Representatives shall receive official time as follows:
 - 1. Vice President. Up to twelve (12) hours per pay period.
 - 2. Union Secretary and Treasurer. Up to twenty-four (24) hours per year. This allotment is in addition to any hours granted as a steward.
 - 3. Stewards. Up to eight (8) hours per pay period, with the exception of five (5) designated chief stewards who will be granted up to twelve (12) hours per pay period.
- C. In the event that the allotment for the Union Chapter President or the Vice President is exhausted in a particular pay period, such Union representatives will be granted a reasonable amount of official time, as determined by the Agency, to participate in representational activities in accordance with *Section 7.01(F)* below.
- D. Union representatives will receive official time, if otherwise in duty status, as specifically authorized by law and this Agreement.
- E. The Union may identify a unit employee as a trainee steward and such individual may attend a meeting as an observer in accordance with 5 U.S.C. §§ 7114(a)(2)(A) or (B). There will be a limit of three (3) trainees in any calendar year. Up to six (6) hours of duty time per calendar

year may be used by each trainee under this section. Use of duty time for this purpose is subject to the employee providing his or her supervisor at least five (5) calendar days of advance notice in writing, the ability of the employee to be released from work, and the supervisor's approval.

- F. Official time for Union representatives otherwise in a duty status is authorized for the following purposes:
1. Preparation for and attendance at meetings with the Agency concerning personnel policies, practices, or other general conditions of employment or any other matter covered by 5 U.S.C. § 7114(a)(2)(A);
 2. Preparation for and attendance at meetings with or proceedings before the FLRA;
 3. Preparation for and participation in oral replies to notices of proposed disciplinary, adverse, or unacceptable performance actions;
 4. Examinations of employees in the unit by a representative of the Agency in connection with an investigation if:
 - a. The employee or Agency reasonably believes that the examination may result in disciplinary action against the employee; and
 - b. The employee requests representation;
 5. Preparation for and attendance at grievance meetings and arbitration hearing;
 6. Preparation for and attendance at negotiation sessions with the Agency;
 7. Preparation for and attendance at an Agency, Union or jointly-sponsored training, conference, seminar or meeting designed to improve representational skills or otherwise improve the labor-management relationship, including Labor-Management Relations Committee meetings and forums;
 8. Investigation, preparation and representation during the grievance procedure (*Article 10: Grievance Procedure*) and arbitration (*Article 11: Arbitration*);
 9. To confer with affected employee(s) about matters covered under this Agreement; and
 10. To prepare and maintain records and reports required of the Union by federal agencies.
- G. To the extent possible, problems/issues will be handled by a steward within the same duty station.

Section 7.02

- A. Bargaining unit employees who are not designated as Union representatives will be granted a reasonable amount of duty time, if otherwise in a duty status, to confer with her/his Union representative concerning matters listed under *Section 7.01(F)(2), (3), (5), (8) and (9)* above, as it involves the individual employee.
- B. Consistent with the Statute, Union representatives requesting official time under this article will request such time from their immediate supervisor by submitting an official time form (*Appendix B: Official Time Form*) and will be released provided work requirements or work

schedules do not prohibit release. In this regard, Union representatives will inform their supervisors as to where and when they will be using the time, the approximate amount of time that they will need, and a general description of the activity for which time will be used. The supervisor must also be informed if the Union representative is leaving the building/facility to perform the representational duty.

- C. Denial of release and/or disagreement over the amount of time may be challenged under the grievance and arbitration procedures set forth in *Article 10: Grievance Procedure* and *Article 11: Arbitration*.

Section 7.03

Any use of official time under this article shall begin when the Union representative ceases his/her normal job duties and continue through the end of his/her tour of duty or until the time that normal job duties are resumed, whichever occurs first. Official time is granted for all travel associated with Union representational duties.

Section 7.04

Union representatives who meet the criteria set forth in *Article 44: Telework* and who are authorized to telework may engage in any representational matters listed under *Section 7.01(F)* above while on official time.

Section 7.05

Official time will be authorized for the attendance of Union stewards at any training event conducted by the Union's National Office, provided that the content is provided in advance. Such official time granted under this subsection is in addition to allotment of official time available under *Section 7.01(B)* above. The use of time for this purpose is limited to sixteen (16) hours for each participating Union representative.

Section 7.06

- A. The Agency will recognize one (1) day annually as Labor Recognition Day. During that day, the Union may use the Agency's cafeterias, break rooms and snack bars in offices or facilities in the National Capitol Region to setup exhibits to publicize the contributions of organized labor, particularly NTEU, to society. Meeting rooms may also be made available, as needed. The Union will notify the LRO at least thirty (30) calendar days in advance of the Labor Recognition Day. Each representative must submit an official time form to his or her supervisor.
- B. Consistent with workload and staffing needs, the Agency shall make every reasonable effort to grant employees up to one (1) hour of work time to participate in Labor Recognition Day activities.

ARTICLE 8: EMPLOYEE RIGHTS

Section 8.01

- A. The initiation of grievances in good faith is an employee right and will not reflect adversely on an employee's standing and value with the Agency. Employees and Union stewards who have relevant information concerning any matter for which remedial relief is available under

this Agreement will cooperate in seeking resolution of such matter. The exercise of an employee's rights in these matters is guaranteed by federal labor law. The Agency shall ensure that employees will be free from restraint, interference, coercion or discrimination, and intimidation or reprisal.

- B. In accordance with law it shall be an unfair labor practice for an agency to interfere with, restrain, or coerce any employee in the exercise by the employee of a right under such law. An employee may request a Union steward for the purpose of representing to the Agency any matter of concern over the interpretation or application of this Agreement or of representing the employees to any government agency or official other than the Agency, subject to law and this Agreement.
- C. Discussions between a Union representative and an employee seeking counsel or advice regarding non-criminal investigations are confidential, absent the Agency's overriding need for the information determined on a case-by-case basis, consistent with applicable case law. The Agency agrees not to solicit information from any Union representative concerning the nature of such confidential discussions except as noted above.

Section 8.02

Except as provided by law, nothing in this Agreement will require an employee to become or remain a member of a labor organization, or to pay money to the organization, except pursuant to a voluntary written authorization by a member for payment of dues through payroll deductions or by voluntary cash dues payment by a member. Employees have the right to revoke dues withholding subject to law and this Agreement.

Section 8.03

In accordance with 5 U.S.C. § 7102, each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under 5 U.S.C. § 7102, this includes the right:

- A. To act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of government, Congress, or other appropriate authorities; and
- B. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter.

Section 8.04

- A. Any employee who is the subject of a conduct investigation, or is being interviewed as a third party witness, and who reasonably believes that an interview with the Agency may result in disciplinary action has the right to representation, if requested, by a Union representative.
- B. The Agency shall inform employees of their right to a Union representative in an investigative interview by issuing a notice to all employees during the month of January each year that states, in part, the following:

Employees have the right to be represented by the Union in an examination conducted by the Agency or a representative of the Agency 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 such representation.
- C. Where a reasonable basis exists to believe an employee may have engaged in a criminal act, the matter shall be referred to the appropriate law enforcement authority.
- D. At the time the employee is contacted to schedule such an interview, the employee will be provided the following information:
1. The subject matter of the interview in as much specificity as possible, except when doing so would undermine the investigation;
 2. That he/she is the subject of the conduct interview or whether the employee is being interviewed as a third party witness.
- E. If the employee requests Union representation, the interview will be scheduled sufficiently in advance to allow the employee an opportunity to seek the counsel of a Union representative. A Union representative's unavailability shall not unduly delay the interview.
- F. If an employee appears for a scheduled interview without representation and reasonably believes, because the subject of the interview has changed, that disciplinary action may result, the employee may request a delay to secure such representation.
- G. If an employee is represented in an interview and the subject of the interview changes to subjects over which the employee and the representative have not conferred, the employee or the representative may request a recess to confer on such issues.
- H. When the person being interviewed is accompanied by a representative furnished by the Union, the role of the representative includes, but is not limited to, the following rights:
1. To clarify the questions;
 2. To assist the employee in providing favorable or extenuating facts;
 3. To suggest other employees who have knowledge of relevant facts; and
 4. To advise the employee.
- I. All interviews shall be conducted in a respectful and professional manner.
- J. The employee and the Union representative may take such notes as they deem necessary.
- K. The Agency recognizes the importance of completing an investigation of an employee in as timely a manner as practicable. When an employee has been advised that he/she is/was the subject of an investigation, and a determination is made not to propose discipline or take other action, the Agency will notify the employee to that effect, in writing. In the event that the Agency's administrative investigation of an employee exceeds thirty (30) days, upon request, the employee will be provided an update of the status of the investigation. Thereafter, the Agency shall provide subsequent updates upon request. However, requests

may be made no more frequently than thirty (30) days from the last update. In all cases, the Agency shall provide an update within seven (7) calendar days of the request.

Section 8.05

If there is a disagreement between the employee and the Agency regarding the employee's right to Union representation, the meeting will be delayed no more than one (1) full workday, in order to permit the employee to consult with her/his Union representative, and for the supervisor to consult with the NCR Human Resources Office. Contact with Union representatives and/or HR officials should occur as soon as the meeting is scheduled.

Section 8.06

Employees are required to provide complete and truthful answers in response to questions in matters of official interest. An employee who fails to provide such answers is subject to disciplinary action, including removal.

Section 8.07

Professional relationships between employees and their managers should be mutually conducted in a businesslike, courteous, and tactful manner. Moreover, in accordance with law, managers are expected to respect the privacy of their employees, protect confidential information regarding their employees, and only share such information with individuals with a "need to know." The Agency will not access employee email accounts, except for cause.

Section 8.08

The Agency has determined that employees shall not be required to disclose an arrest or conviction that a court has ordered purged from the employee's record in any interview, on any official form or statement, or during any investigation with the Agency or an Agency representative, unless required by law or regulation.

Section 8.09

Employees recognize they must comply with all lawful orders and instructions from management officials. Employees are reminded of the principle, "work now, grieve later". However, no employee will be subject to disciplinary or adverse action for refusing to comply with an unlawful order.

Section 8.10

Under the Whistleblower Protection Enhancement Act, the Agency recognizes the right of every bargaining unit employee to be free from reprisal for providing information in connection with a violation of any law, rule, or regulation, and/or evidence supporting mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

Section 8.11

During an interview, within the control of the Agency, involving possible criminal conduct where prosecution has been declined by appropriate authority, at the beginning of the interview the employee shall be given a statement of the *Kalkines* warning. The warning shall contain the following language:

“You are here to be asked questions pertaining to your employment with the National Capital Region, National Park Service and the duties that you perform for NPS. You have the option to remain silent, although you may be subject to removal from your employment by NPS if you fail to answer material and relevant questions relating to the performance of your duties as an employee. You are further advised that the answers you may give to the questions propounded to you at this interview, or any information or evidence which is gained by reason of your answers, may not be used against you in a criminal proceeding except that you may be subject to a criminal prosecution for any false answer that you may give.”

Section 8.12

- A. The parties recognize that video surveillance or other electronic monitoring may be conducted for a variety of mission support purposes, including but not limited to safety and internal security reasons. To the extent practicable, the Agency agrees to respect and protect employee privacy when utilizing video surveillance or other electronic monitoring in carrying out its mission (e.g., positioning cameras in restrooms or changing areas.) The Agency shall operate any electronic monitoring in accordance with law, rule, and/or regulation.
- B. Employees should be aware that electronic monitoring may be utilized in NCR parks and employee facilities. The primary purpose of such monitoring is to help ensure the safety and security of parks in the NCR and not to monitor employee conduct or performance. However, the Agency may use evidence from such monitoring to support an Agency action relating to employee conduct or performance.
- C. Any evidence derived from electronic monitoring, that is used as support for a proposed disciplinary or adverse action, shall be provided to the employee and/or the employee’s designated representative, where not prohibited by law, rule or regulation.

Section 8.13

- A. The Agency will continue its Student Loan Repayment Program at the current funding levels, in accordance with 5 C.F.R. § 537 and other applicable rules and regulations, in order to attract or retain highly qualified professional, technical, and administrative employees by assisting them in repaying their outstanding federally insured student loans.
- B. The Agency will tailor the program to facilitate its recruitment and retention objectives.
- C. Employee participation in this program is subject to the Agency’s discretion.
- D. In the event the Agency seeks to make a change to the student loan repayment program, it shall provide NTEU with notice and an opportunity to bargain in accordance with law, rule, regulation, and *Article 9: Mid-term Negotiations*.

Section 8.14

Employee participation in the Combined Federal Campaign, blood drives, and other solicitations will be voluntary. Supervisors may solicit pledges or contributions from employees generally; however, a supervisor will not solicit pledges or contributions from an individual employee under her/his supervision.

ARTICLE 9: MID-TERM NEGOTIATIONS

Section 9.01

- A. The Agency agrees not to unilaterally establish or change any personnel policy, practice, or condition of employment without providing notice to, and bargaining with, the Union, in accordance with this article and applicable law.
- B. Additionally, in accordance with 5 U.S.C. Chapter 71, the Union or the Agency may initiate mid-term bargaining by proposing changes in conditions of employment provided that such changes are not covered by this or any other CBA between the parties, and provided further that such changes do not relate to matters over which either party has expressly waived its right to bargain during the negotiation of this Agreement.
- C. This article establishes ground rules for mid-term bargaining between the parties. The provisions of this article apply to all mid-term negotiations between the parties unless modified by other articles in this Agreement or agreed to by both parties.

Section 9.02

- A. The Agency shall provide the Union with reasonable advance notice, but normally not less than fifteen (15) calendar days of the proposed changes in conditions of employment. Written notice of the intended changes by the Agency will be served on the Chapter President or his/her designee. Written notice of proposed changes in conditions of employment by National NTEU shall be served on the NCR Regional Human Resources Officer. The notice shall include:
 - 1. A description of the proposed change;
 - 2. A description of the impact of the change on the bargaining unit;
 - 3. An explanation of how this change will be implemented; and
 - 4. An explanation of why the proposed change is necessary.
- B. Following receipt of a notice proposing changes in conditions of employment, the receiving party will be entitled to a briefing. Unless agreed otherwise, a briefing will be scheduled by the party initiating the notice at a mutually-agreeable date, time, and location, no later than fifteen (15) calendar days from the date of notice.
- C. Unless otherwise agreed, proposals must be submitted within fifteen (15) calendar days of the briefing, if one is held. If no briefing is held, proposals must be submitted within fifteen (15) calendar days of the receipt of the notice. Unless agreed otherwise, the parties shall meet to begin negotiations within fifteen (15) calendar days of the proposals being submitted.

Section 9.03

- A. For briefings requested consistent with this article, official time will be approved for up to three (3) Union representatives designated by NTEU unless additional representatives are authorized by the Agency. Union representatives located outside the commuting area of the briefing location may participate telephonically or through some other electronic means.
- B. Management has determined it will have up to four (4) representatives on its bargaining team. The Union bargaining team will include up to four (4) representatives. Management

retains the right to determine to increase the number of representatives on its bargaining team. In such event, the Union may also add an equal number of representatives to its bargaining team. In accordance with 5 U.S.C. § 7114(b)(3), negotiation sessions will be scheduled at reasonable times and convenient places.

- C. All agreements are tentative until full agreement is reached.
- D. Mid-term agreements reached will be reduced to writing and executed by both parties.
- E. Agreements will set forth an effective date. The termination date of a mid-term agreement will be mutually agreed upon by the parties. The effective date will be thirty-one (31) calendar days from execution or upon Agency head approval, whichever occurs first.
- F. Unless otherwise agreed, copies of agreements executed pursuant to this article will be distributed by the Union to affected employees in a paper or electronic format as appropriate (e.g., e-mail or electronic newsletter).
- G. Agreements negotiated under the provisions of this article will be subject to Agency head approval pursuant to 5 U.S.C. § 7114(c). In the event of a disapproval, the Union will have the option of renegotiating either the entire disapproved agreement or the portion that has been disapproved.
- H. If one of the parties invokes impasse procedures, the Agency shall postpone the implementation of any changes until the impasse is resolved, except as provided by law, prior to a decision by the Federal Service Impasses Panel (FSIP).

Section 9.04

For all face-to-face negotiations, the Agency shall pay all reasonable travel and per diem expenses for employees serving as Union representatives when attending negotiations.

Section 9.05

- A. During the thirty (30)-day period beginning twenty-four (24) months after the effective date of this Agreement, either party may reopen negotiations on any four (4) existing articles. The request will be in writing to the National President of NTEU or the NCR Regional Human Resources Officer and must be accompanied by specific proposals. The parties will begin negotiations no later than sixty (60) calendar days after receipt of the notice.
- B. These negotiations will be conducted in accordance with the ground rules described above in *Section 9.03* and *Section 9.04* of this article unless the parties mutually agree otherwise.

ARTICLE 10: GRIEVANCE PROCEDURE

Section 10.01

- A. The Agency and the Union recognize and endorse the importance of bringing to light and addressing employee concerns through the negotiated grievance procedure promptly and, whenever possible, informally.
- B. A grievance may be initiated by an employee, a group of employees, the Union or the Agency.

- C. The filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization.

Section 10.02

- A. The term "grievance" means any complaint:
1. By one (1) or more employees concerning any matter relating to the employment of those employees;
 2. By the Union concerning any matter relating to the employment of any employee; or
 3. By one (1) or more employees or the Union concerning: (a) the effect or interpretation, or a claim of a breach of a CBA; (b) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment; or (c) any claimed violation, misinterpretation, or misapplication of the Agency's policies affecting conditions of employment.
- B. This procedure will be the only procedure available to bargaining unit employees for the processing and disposition of grievances as defined in *Section 10.02(A)* above, except when the employee has a statutory right of choice, that is, adverse actions, actions taken for unacceptable performance, or Equal Employment Opportunity (EEO) complaints.
- C. The grievance procedures of this article shall not apply to the following:
1. Any claimed violation of Subchapter III of Chapter 73 of Title 5 (relating prohibited political activities);
 2. Retirement, life insurance, or health insurance;
 3. A suspension or removal under Section 752 of Title 5 (relating to national security matters);
 4. Any examination, certification or appointment;
 5. The classification of any position that does not result in the reduction of grade of the employee;
 6. Matters already filed with the Merit Systems Protection Board (MSPB) as an adverse action which are, therefore statutorily precluded from duplicate filing under this procedure;
 7. Matters over which an employee has filed a written complaint of discrimination through the formal EEO complaint process;
 8. The termination of a probationary employee;
 9. Matters specifically excluded by other articles of this Agreement; and
 10. Non-selection from among a group of properly ranked and certified candidates consistent with 5 C.F.R. § 335.103(d).
- D. Employees who believe they have been illegally discriminated against on the basis of any protected status (e.g., race, color, religion, sex, genetic information, pregnancy, national origin, age, or disability) have the right to raise the matter under the statutory procedure or the negotiated grievance procedure of this Agreement, but not both. Employees shall be

deemed to have exercised their option to raise a matter under any applicable statutory procedure or this negotiated grievance procedure at such time as employees timely file under any applicable statutory procedures or timely file a grievance in accordance with the provisions of this article, whichever occurs first.

Section 10.03

- A. Grievances under this article may be initiated by employees in the unit either singly or jointly, or by the Union on behalf of employees.
- B. Where an employee has initiated a grievance and does not elect to be represented by the Union, the Union will have a right to be present at all discussions between the employee and the Agency concerning the grievance. The resolution of grievances must be consistent with the terms and conditions of this Agreement. The Union will be provided with a copy of the Agency's response.

Section 10.04

Grievances will not be considered unless they are filed with the Agency within thirty (30) calendar days after the incident which gives rise to the grievance or within thirty (30) calendar days after the aggrieved became aware of the matters out of which the grievance arose, whichever occurred later.

Section 10.05

The parties are encouraged to seek informal resolution of grievances.

A. Step 1

- 1. A grievance is required to be presented in writing to the employee's second-level supervisor or other designated management official who shall not be the employee's immediate supervisor with a simultaneous electronic copy to the Chief, Employee and Labor Relations, NCR. The grievance will specify the following:
 - a. The nature of the grievance;
 - b. Whether the grievance involves an individual or group of employees;
 - c. To the extent possible, the articles of the Agreement alleged to be violated;
 - d. To the extent possible, any statute, regulation or Agency policy alleged to be violated, if applicable;
 - e. The approximate date and nature of the action or incident and the individuals involved, if available;
 - f. The name of the Union representative(s);
 - g. The remedy sought.
- 2. If requested by either party, the meeting shall take place within fifteen (15) calendar days of the submission of the grievance. Grievance meetings will be scheduled at a time agreeable to all parties. The meeting shall include the second-level supervisor or other designated management official who shall not be the employee's immediate supervisor,

the employee, and the employee's Union representative. Such meeting shall be held face-to-face unless the parties agree otherwise.

3. The grievant and the Union will be provided with a written response to the grievance within fifteen (15) calendar days of the close of the Step 1 meeting. The response must indicate the right to submit the grievance to Step 2 below. If the Union representative filing the grievance at Step 1 or any witnesses are not within the commuting area where the meeting is held, they will be permitted to participate telephonically.

B. Step 2

1. If an employee is dissatisfied with the decision rendered at Step 1, she/he may appeal the grievance to the official specified in the Step 1 decision with a simultaneous electronic copy to the Chief of Employee and Labor Relations. Such appeal must be filed in writing within fifteen (15) calendar days of receipt of the Step 1 decision.
2. If requested, within fifteen (15) calendar days of the filing, the parties shall hold a Step 2 meeting. The meeting shall include the designated management official, the employee, and the employee's Union representative. Such meeting shall be held face-to-face unless the parties agree otherwise.
3. Within fifteen (15) calendar days of the Step 2 meeting, the designated management official shall issue a final decision.
4. If the Union is dissatisfied with the final decision, the Union may invoke arbitration within thirty (30) calendar days in accordance with *Article 11: Arbitration*.
5. The parties may agree to have additional representatives attend any step of the grievance procedure.
6. New issues may not be raised by either party unless they have been raised at Step 2 of the grievance procedure provided, however, the parties may agree to join new issues with a grievance already in process.

Section 10.06

- A. The parties shall have the obligation of making a complete record during the steps of the grievance procedure, including the obligation to produce any and all witnesses who have information relevant to the matter at issue. The Union's request for the participation of a witness, who is an employee of NPS, will normally be approved, absent a severe workload interruption.
- B. The parties agree to exchange information that is relevant and necessary to understand the dispute and maximize the potential of settling the matter. Disputes over access to information will be determined in accordance with applicable law, rule, or regulation.
- C. Failure to cite a specific Agreement provision, regulation, or statute shall not bar an employee or the Union from amending the grievance to include such violations provided the issue has been raised in the grievance at Step 2.

Section 10.07

- A. Grievances are considered group grievances in the event that two (2) or more grieving employees have designated the Union to serve as their representative on one (1) or more

grievances involving the same facts and the same issues, or the Union has filed one (1) or more grievances on behalf of two (2) or more employees involving the same facts and the same issues.

- B. Group grievances will be processed in accordance with the grievance procedure outlined above, except that such grievances, at the Union's option, may be initiated at Step 2 in *Section 10.05(B)* above. The Union will submit the grievance to the NCR Regional Human Resources Officer.

Section 10.08

- A. If the Agency is aggrieved, its representative shall file a grievance with the Chapter President, as appropriate, within thirty (30) calendar days of the act or awareness of the act causing the grievance, whichever occurred later. At the request of the Agency, representatives of the parties shall meet within fifteen (15) calendar days from the date of submission of the grievance. Within fifteen (15) calendar days of said meeting, the Union official shall render a decision, in writing, to the Chief, Employee and Labor Relations, NCR. If such decision fails to resolve the matter, the Agency may invoke arbitration in accordance with the procedures set forth in *Article 11: Arbitration*.
- B. If the Union is aggrieved, the Union shall file a grievance with the Chief, Employee and Labor Relations, NCR, within thirty (30) calendar days of the act or awareness of the act causing the grievance, whichever occurred later. At the request of the Union, representatives of the parties shall meet within fifteen (15) calendar days from the date of submission of the grievance. Within fifteen (15) calendar days of said meeting, the Agency shall render a decision, in writing, to the Chapter President. If such decision fails to resolve the matter, the Union may invoke arbitration in accordance with the procedures set forth in *Article 11: Arbitration*.

ARTICLE 11: ARBITRATION

Section 11.01

- A. Matters not settled in the grievance procedure for which arbitration is invoked will be arbitrated pursuant to the terms of this article.
- B. There are two (2) types of arbitration procedures available:
 - 1. Conventional Arbitration: Shall be used unless a matter is covered by expedited arbitration.
 - 2. Expedited Arbitration: Expedited arbitration may be used to resolve specified disputes in accordance with *Section 11.04* below.

Section 11.02

- A. The party invoking arbitration will make a written request to the Federal Mediation and Conciliation Service (FMCS), with a copy to the other party, seeking a list of seven (7) randomly-selected arbitrators having federal sector experience to the extent available, and are also available to conduct the arbitration at the location designated by the parties, within the period of time mutually agreed upon by the parties.

- B. The parties will meet within fourteen (14) calendar days after receipt of the list to select an arbitrator. If the parties cannot agree upon an arbitrator from the list, they will alternately strike names from the list. A coin flip will determine which party will strike first. When a single name remains on the list, that person will serve as the arbitrator.
- C. Within fourteen (14) calendar days after selection of an arbitrator, the parties shall jointly contact the arbitrator for the purpose of scheduling mutually agreeable dates for a hearing. If, within fourteen (14) calendar days of the date the arbitrator is first contacted, the parties do not mutually agree on the date(s) for a hearing on the merits, the arbitrator shall, upon request by either party, set a hearing date.

Section 11.03

- A. The following procedures apply to all arbitrations.
 - 1. The parties will each pay half of the regular fees and expenses, including travel expenses, of the arbitrator hearing the case.
 - 2. Arbitration hearings will be held on the Agency's premises, normally at the appellant's duty station, and at the Union's offices on a rotating basis, absent mutual agreement otherwise.
 - 3. The grievant, the grievant's representative, and all employees who are called as witnesses will be excused from duty to the extent necessary to participate in the arbitration proceedings without loss of pay or charge to annual leave.
 - 4. The arbitrator shall have the sole discretion to determine who may testify.
 - 5. Unless mutually agreed upon by the parties, the arbitrator will not have the authority to keep the record open in order to hear testimony of additional witnesses. Each party has the responsibility and obligation to produce its witnesses on the day of the hearing.
 - 6. The arbitrator shall have the authority to make all arbitrability and/or grievability determinations. The arbitrator shall make grievability and/or arbitrability determinations prior to addressing the merits of the original grievance. Such determinations shall be made within the hearing and shall not be bifurcated.
 - 7. The arbitrator's decision shall be final, binding and, precedential. For the purposes of this Agreement, "precedential" means an interpretation of this Agreement that is binding on the bargaining unit to the extent not contrary to law and the interpretation may be given due weight by an arbitrator hearing subsequent related matters.
 - 8. The arbitrator shall possess the authority to make an aggrieved employee whole to the extent such remedy is not limited by law or applicable regulation, including the authority to award back pay and interest in accordance with 5 C.F.R. § 550.801(a), reinstatement, retroactive promotion where appropriate, to issue an order to expunge the record of all references to a disciplinary, adverse, or unacceptable performance action, if appropriate and attorney's fees in accordance with the Back Pay Act.
 - 9. Once an arbitration date has been established, a party requesting that an arbitration hearing be postponed, delayed, and/ or canceled for any reason (which results in any fees being charged by the arbitrator and/or court reporter) shall pay any resulting fees.

10. In any grievance where the parties mutually agree to postpone, delay, and/or cancel an arbitration proceeding, they will equally share the cost of any fees being charged by the arbitrator and/or court reporter. The fact that one party has no objection to the request of the other party for postponement, delay, or cancellation of the arbitration hearing will not absolve the requesting party from the paying of all the resulting fees being charged.
 11. The strict rules of evidence are not applicable, and the hearing shall be informal.
 12. The parties have the right to present and cross examine witnesses and issue opening and closing statements.
 13. The arbitrator may exclude testimony or evidence which is determined to be irrelevant or unduly repetitious.
 14. Testimony shall be under oath or affirmation.
 15. The arbitrator may ask questions of or request information from either party to complete the record at hearing. The arbitrator may also draw an appropriate inference when either party fails to present facts or witnesses that the arbitrator deems necessary and relevant.
 16. The Agency will make employees available as witnesses when requested by the Union. If the Agency determines that it is not administratively practicable to comply with the Union's request, and the arbitrator determines the employee's testimony is relevant, then the hearing may be postponed.
 17. Bargaining history may not be used in an arbitration hearing unless the party proposing to use it has notified the other in writing at least seven (7) calendar days prior to the hearing of its intent to use it.
 18. The parties will request that the Arbitrator render a decision within thirty (30) calendar days of submission of post-hearing briefs or within thirty (30) calendar days of the arbitration if no briefs are submitted.
- B. The following procedure applies to conventional arbitration only. A verbatim transcript of the arbitration proceeding will be made by an authorized court reporter unless the parties mutually agree not to have a transcript made. The arbitrator and each party will be provided with a copy. The cost of the transcript shall be equally borne by the parties.

Section 11.04

- A. A grievance concerning the following matters may be submitted for expedited arbitration:
1. Dues withholding;
 2. Denials of official time;
 3. Improper maintenance of personnel records;
 4. Denials of a work schedule or telework request;
 5. Bulletin board postings or literature distribution by the Union;
 6. Denials of an outside employment request; or
 7. Any other matters which the parties involved in the dispute mutually agree upon.

- B. The party invoking expedited arbitration must make a written request to other party within fifteen (15) calendar days of receipt of the final decision in the grievance procedure (*Article 10: Grievance Procedure*). If no final decision has been issued, the request will be made within fifteen (15) calendar days from the date such decision should have been issued. The arbitrator will be selected in the same manner as provided for in *Section 11.02* above. An arbitrator unable to hear an expedited arbitration case within thirty (30) calendar days will be deemed unavailable and the parties will select another arbitrator.
- C. The hearing will be conducted as soon as possible and will be informal in nature. The parties may arrange for a pre-hearing conference with or without the arbitrator to consider means of expediting the hearing. The arbitrator will issue a decision as soon as possible, but no later than twenty (20) calendar days after the official closing of the hearing, unless otherwise agreed by the parties.
- D. The following procedures apply to expedited arbitration only:
 - 1. No briefs may be filed. A transcript is not required. However, if either party requests a transcript, it will be made and the requesting party will pay the cost. Such transcripts shall not be provided to the arbitrator unless otherwise requested.
 - 2. The arbitrator will issue a bench decision, if possible. If not, he/she will issue a brief written decision within fourteen (14) calendar days of the close of the hearing.

Section 11.05

- A. The arbitrator shall hold the hearing notwithstanding that one (1) party refuses to attend the arbitration. The first issue to be addressed shall be the question of whether the case is properly before the arbitrator. If the case is proper, the grievance will be heard on the merits. The party going forward will notify the other party of its intent, listing the date and the location of the hearing.
- B. Any written decision by the arbitrator will be provided to the designated representatives of the parties in both paper and electronic forms.

Section 11.06

In accordance with the Back Pay Act, reasonable attorney fees will be provided to employees (the Union) who suffer unwarranted and unjust personnel actions if the employee (the Union) is the prevailing party and the arbitrator determines that payment of attorney fees is warranted in the interest of justice, including any case in which a prohibited personnel practice was engaged in by the Agency or any case in which the Agency's action was clearly without merit, and is otherwise consistent with applicable law.

Section 11.07

The jurisdiction, authority, and expressed opinions of the chosen arbitrator will be confined exclusively to the interpretation of the expressed provision or provisions of this Agreement at issue between the parties. The arbitrator will have no authority to add to, subtract from, alter, amend, or modify any provision of this Agreement, or impose on either the Agency or the Union any limitation or obligation not specifically provided for under the terms of this Agreement. The parties reserve the right to take exceptions to any award to the FLRA.

Section 11.08

The grievant, or his/her representative, may request that the Agency provide such written information as is relevant to the subject matter of the grievance and necessary to its resolution consistent with 5 U.S.C. § 7114(b)(4). If the Agency refuses to provide all necessary and relevant information, that issue may be joined with the grievance and processed to arbitration. At arbitration, the arbitrator shall review the information denied to the Union “in camera” and decide whether or not it is to be provided to the Union consistent with applicable law.

ARTICLE 12: DISCIPLINARY ACTIONS

Section 12.01

- A. For the purpose of this article, a disciplinary action is defined as a letter of reprimand or a suspension of fourteen (14) days or less.
- B. Disciplinary actions will be taken only for such cause as will promote the efficiency of the Service. Such actions must be consistent with applicable laws and government-wide regulations.
- C. If a disciplinary action is rescinded, all documentation relative to the action will be removed from the Electronic Official Personnel Folder (eOPF) with confirmation of said action sent to the employee.

Section 12.02

- A. Progressive discipline, fairness, equity, and the principle of similar penalties for similar offenses guide Agency discipline determinations as warranted by the circumstances of each case.
- B. Prior to deciding what disciplinary action is a proper response to the incident or act, the Agency will consider the factors outlined in *Appendix D: Douglas v. Veterans Administration (5 MSPB 280 (1981))*, if relevant.
- C. In deciding what action may be appropriate, the Agency will give due consideration to the relevance of any mitigating circumstances and any information provided by the employee in the course of the inquiry leading to the action.

Section 12.03

Unless prohibited by law, any and all documents or any other evidence, upon which a disciplinary action is based, will be made available to the affected employee and her/his designated representative upon request. This provision in no way limits the Union's right to information under 5 U.S.C. § 7114.

Section 12.04

- A. An employee has a right to Union representation at any examination of them by the Agency, in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation.
- B. Where the Agency has relied on witnesses to support the reason for a disciplinary action, to the extent any written statements were taken, they will be made a part of the file which is

provided to the employee and his/her representative. The Agency shall advise any bargaining unit employee serving as a witness that his/her statements may be shared with a third party.

Section 12.05

A. For Letters of Reprimand the following procedures will apply:

1. The Agency will hand-deliver the letter to the employee, if practicable, provided the employee is in a duty status. Letters that are not hand-delivered may be sent via trackable means such as Certified Mail with Return Receipt or email with read receipt.
2. The letter will include the specific reasons for the action, the retention period in the eOPF, if applicable, and the employee's rights and time limits for filing a grievance.
3. Letters of Reprimand will be removed from an employee's eOPF no later than two (2) years from the date of issuance. All references to such Letters of Reprimand will be destroyed at that time and may not thereafter be relied upon or used as evidence in any subsequent action, unless, prior to the removal of the Letter of Reprimand from an employee's eOPF, the Agency relies on them to support a subsequent action.

B. The following procedures shall apply for a suspension of fourteen (14) calendar days or less:

1. The Agency will hand-deliver the letter to the employee, if practicable, provided the employee is in a duty status. Letters that are not hand-delivered may be sent via trackable means such as Certified Mail with Return Receipt or email with read receipt.
2. In cases where a suspension is proposed for reasons of off-duty misconduct, the Agency's written notification will also contain a statement of the nexus (relationship) between the off-duty misconduct and the efficiency of the Service. An employee's off-the-job conduct shall not result in disciplinary action unless a nexus to the job is demonstrated by the Agency. If the Agency elects to change the stated nexus prior to issuing a final decision letter, the employee will be informed of such changes or modifications in writing and be given an opportunity to respond prior to final Agency action.
3. An employee has the right to make an oral and/or written reply within fifteen (15) calendar days of the employee's actual receipt of the letter of proposed action. An employee, who chooses to make an oral reply must schedule the meeting within seven (7) calendar days of his/her actual receipt of the letter of proposed action. Prior to the expiration of the fifteen (15) calendar days, the employee will have a reasonable amount of duty time (not to exceed four (4) hours) to prepare for and to make the oral and/or written reply. If the employee elects to make an oral reply, the oral reply will be made to the deciding official. The employee may submit a written outline of the points covered upon conclusion of the oral reply.
4. The deciding official shall issue a written decision based upon the evidence presented and the employee's response, if any, within a reasonable period of time following the oral or written reply.
5. The final decision in any sustained suspension will be made by a management official other than the official who issued the notice of proposed action. The final decision letter will contain the Agency's determination with respect to each charge and/or specification made against the employee in the notice of proposed action, and the dates of the

suspension. The final decision will contain a statement of the employee's appeal rights including the right to file a grievance as stated in the negotiated grievance procedure contained in this Agreement, if applicable.

ARTICLE 13: ADVERSE ACTION

Section 13.01

- A. An adverse action, for the purpose of this article, is defined as a removal, a suspension for more than fourteen (14) calendar days, a reduction in grade, a reduction in pay, based on performance and/or conduct, and a furlough (when not a condition of employment) of thirty (30) calendar days or less of an employee.
- B. Adverse actions will be taken only for such cause as will promote the efficiency of the Service. Such actions must be consistent with applicable laws and government-wide regulations.
- C. If an adverse action is rescinded, all documentation relative to that action will be removed from the eOPF.

Section 13.02

- A. Progressive discipline, fairness, equity and the principle of similar penalties for similar offenses guide Agency discipline determinations as warranted by the circumstances of each case.
- B. Prior to deciding what adverse action is a proper response to the incident or act, the Agency will consider the factors outlined in *Appendix D: Douglas v. Veterans Administration (5 MSPB 280 (1981))*, if relevant.
- C. In deciding what action may be appropriate and in accordance with applicable law and regulation, the Agency will give due consideration to the relevance of any mitigating circumstances and to information provided by the employee to the Agency in the course of the inquiry leading to the adverse action.

Section 13.03

Unless prohibited by law, any and all documents or any other evidence, upon which an adverse action is based, will be made available to the affected employee and her/his designated representative, upon request. This provision in no way limits the Union's right to information under 5 U.S.C. § 7114.

Section 13.04

- A. The employee has a right to Union representation at any examination of them by the Agency, in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee so requests representation.
- B. Where the Agency has relied on witnesses to support the reasons for an adverse action, to the extent any written statements were taken, they will be made a part of the file which is provided to the employee and her/his representative upon request. The Agency shall advise any employee serving as a witness that his/her statements may be shared with a third party.

Section 13.05

- A. In all cases of proposed adverse action, except for emergency suspensions and actions taken in which there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, the employee will be given written notice stating the specific reasons for the proposed action thirty (30) calendar days in advance of the action and informed of their right to reply to the proposed action. The written notice shall include the following:
1. Specific action proposed;
 2. Specific reason for proposed action;
 3. Deciding official to whom the employee may respond;
 4. Employee's right to respond orally and/or in writing, including affidavits or other written statements in support of his/her response;
 5. Employee's response will be considered by the deciding official;
 6. the deciding official will consider the relevant factors outlined in *Appendix D: Douglas v. Veterans Administration (5 MSPB 280 (1981))*, as appropriate;
 7. Employee's right to be represented by a Union Representative or by an attorney of his/her choice;
 8. Employee's status during the notice period; and
 9. The employee is entitled up to four (4) hours of duty time to review the material relied upon to support the reasons given in the notice and confer with their representative as appropriate.
- B. In cases where an adverse action is proposed for reasons of off-duty misconduct, the Agency's written notification will also contain a statement of the asserted nexus (relationship) between the off-duty misconduct and the efficiency of the Service. An employee's off-the-job conduct shall not result in disciplinary action unless a nexus to the job is demonstrated by the Agency. If the Agency elects to change the stated nexus prior to issuing a final decision letter, the employee will be informed of such changes or modifications in writing and be given an opportunity to respond prior to final Agency action.
- C. An employee may request an oral reply within seven (7) calendar days of his/her actual receipt of the letter of proposed action. An employee also has the right to make a written reply within fifteen (15) calendar days of the employee's actual receipt of the letter of proposed action. If the employee elects to make an oral reply, the oral reply will be made to the deciding official. The employee may submit a written outline of the contents of the oral reply within three (3) calendar days of the reply meeting, and the Agency shall consider them prior to making a final decision.
- D. The deciding official shall issue a written decision based upon the evidence presented and the employee's response, if any, within a reasonable period of time following the oral or written reply.
- E. The final decision in any sustained adverse action will be made by a management official other than the official who issued the notice of proposed action. The final decision letter will

contain the Agency's determination with respect to each charge and/or and specification made against the employee in the notice of proposed action. The final decision will contain a statement of the employee's right to appeal an adverse decision to the MSPB or to binding arbitration, but not both.

Section 13.06

- A. If the Agency's final decision is to effect an adverse action against a bargaining unit employee, the employee may either appeal the decision under the appellate procedures in accordance with applicable law, or file a grievance under the negotiated grievance procedure. Under no condition may an employee appeal an adverse action under both the applicable appellate procedures and to arbitration. In the event an employee elects to appeal the Agency's final decision under the negotiated grievance procedure, the Union will submit the employee's written election to the NCR Regional Human Resources Officer. The Agency's final decision shall be the same as the Agency's final decision under Step 2 of the negotiated grievance procedure in *Article 10: Grievance Procedure* and the Union may appeal the matter directly to arbitration.
- B. The Union must notify the Agency of any appeal to arbitration filed by the Union. Such notice must be sent to the NCR Regional Human Resources Officer and will include the matter to be arbitrated. The email address will be provided to the Union at the national level whenever changed in the future. The Union must invoke arbitration within thirty (30) days of the date the employee receives the final decision issued by the Agency.
- C. The standard of proof in any arbitration over this matter will be the preponderance of evidence.
- D. Both parties will exchange their anticipated witness lists seven (7) days prior to the hearing date.
- E. The Agency may request to hold a pre-arbitration settlement conference with NTEU following the Union providing the Agency notice pursuant to *Section 13.06(B)* above with respect to any employee who was not represented by NTEU at the proposed adverse action stage. If requested, the meeting will take place at a mutually agreed-upon location (including telephonically) and time within fourteen (14) days from the date NTEU invokes arbitration. Such meeting will not result in a delay of the arbitration hearing or require either party to produce evidence.

Section 13.07

A Union representative will be entitled to attend "last chance" meetings and any settlement discussions regarding the "last chance" agreement. In addition, the terms of a "last chance" agreement will contain at a minimum:

- A. The conditions that must be met by the employee;
- B. The penalty for breach of the agreement; and
- C. The duration of the agreement.

ARTICLE 14: NOTICES TO EMPLOYEES

Section 14.01

The Agency shall provide the written notices set forth in *Error! Reference source not found.* below to each bargaining unit employee to whom such notice is given. The Agency shall also provide a copy of the “written notice” to the Union, which shall include the employee’s name and organizational entity, unless the employee specifically requests otherwise. The employee shall make his or her request no later than three (3) days after notice was given or on their first workday following the notice, whichever is later.

Section 14.02

For purposes of this Article, the term “written notice” includes, but is not limited to:

- A. Letters of proposed disciplinary or adverse action;
- B. Letters of advance notice on a decision to impose a reduction-in-force (RIF);
- C. Letters placing an employee on sick leave restriction;
- D. Notice of a decision to separate a probationary employee;
- E. Notice of involuntary assignment to a different position or location;
- F. Letters of decision for disciplinary actions;
- G. Letters of decision for adverse actions; and
- H. Letters to term employees indicating that for cause they will be terminated.

ARTICLE 15: POSITION CLASSIFICATION

Section 15.01

- A. The Agency has determined that the position description for each position will accurately reflect the actual duties, responsibilities, and the supervisory controls pertaining to the employee filling that position.
- B. The Agency has determined to prepare new position descriptions within sixty (60) calendar days but no longer than ninety (90) calendar days of assigning employees to do the work of the position in those instances where no classified position description exists which accurately describes the duties to be performed.
- C. In the case of new or revised position descriptions, copies shall be provided to NTEU within thirty (30) calendar days of the modification being made, and no later than the date it is provided to the employee. Where modifications in position descriptions result in a change in personnel policies, practices, or conditions of employment, the Agency will provide NTEU with appropriate notice and the opportunity to bargain in accordance with *Article 9: Mid-term Negotiations* and applicable law.
- D. In accordance with Public Law 92-382, dated August 14, 1972, Law Enforcement position descriptions must be certified by the Firefighter and Law Enforcement Retirement Team (FLERT) branch, Department of Interior. A copy of the certification will be provided to the employee.

Section 15.02

The Agency shall take into consideration NTEU's recommendations on the adequacy and equity of standardized position descriptions and negotiate with the Union in accordance with *Article 9:Mid-term Negotiations*.

Section 15.03

- A. It is agreed that employees whose duties and responsibilities deviate substantially from those reflected in a standardized position description may seek resolution by requesting a review of a position description reflecting these unique duties, or a desk audit.
- B. Desk audits will be performed upon written request of either an employee or the employee's supervisor. Normally, when requesting a desk audit, an employee is required to submit a rationale in support of her/his request. Supervisory approval and a revised description of duties and responsibilities should also accompany the request. To the extent the supervisor does not approve the employee's request within thirty (30) days, the employee may forward her/his appeal directly to Human Resources. To the maximum extent possible, desk audits will be conducted in a timely manner, generally no more than ninety (90) days from submission of the request to Human Resources.
- C. In a classification appeal resulting from a desk audit within the Agency:
 - 1. The employee has the right to Union representation;
 - 2. The Agency will be notified in advance of Union representative attendance at a meeting under this section.
 - 3. A copy of the written evaluation resulting from the desk audit will be provided to the employee.
 - 4. The employee has the right to make written comments on his/her desk audit as part of the appeal.

Section 15.04

In accordance with 5 U.S.C. § 7121, an employee may grieve the classification of a position which results in a reduction in grade or pay of the employee.

ARTICLE 16: PERFORMANCE EVALUATION

Section 16.01

- A. This article is intended to be interpreted and applied in a manner consistent with 5 U.S.C. Chapter 43, 5 C.F.R. Part 430 & 432, and 5 U.S.C. § 9508. This article does not pertain to temporary employees on an appointment of less than one hundred eighty (180) days.
- B. Performance management is the systematic process by which the Agency involves its employees, as individuals and members of a group, in improving organizational effectiveness in the accomplishment of Agency mission and goals. Supervisors and their employees are encouraged to have an ongoing dialogue about all aspects of performance. The objective of performance management is to articulate the expectations of individual and organizational performance, to provide a meaningful process by which employees can be evaluated and

rewarded for noteworthy contributions to the organization and its mission, and provide a mechanism to improve individual/organizational performance as necessary.

- C. Individual and organizational goals will be communicated to all employees such that the employees understand how job responsibilities and requirements support the overall strategic mission and goals of the Department, bureau/office, and/or work unit.

Section 16.02

The elements of the Performance Plan include:

- A. **Critical Elements:** An employee will have one (1) to five (5) critical elements identified by the Agency and based upon the employee's position description. Critical elements will describe work assignments and job responsibilities.
- B. **Performance Standards:** Qualitative and/or quantitative measures of success appropriate to the employee's critical elements. Standards will be clearly written specific to the job and attainable.
- C. **Progress Review:** An objective of the performance management system is to improve communications between the Rating Official and the employee concerning performance expectations and results. The Rating Official shall hold a mid-year progress review. The mid-year progress review will be documented on the performance appraisal form. After each progress review, employees are encouraged to summarize the discussion and transmit it to their supervisor. These reviews are in addition to the initial meeting to develop the performance plan and the annual rating discussion.
- D. **Summary Rating:** At the end of the rating period, the Rating Official assigns a summary rating level of "exceptional," "superior," "fully successful," "minimally successful," or "unsatisfactory." A summary rating of "fully successful" or higher means that an employee has met the performance expectations of each critical element.
- E. **Certification:** The performance plan must be signed and dated at the beginning of the rating period as defined in *Section 16.03(A)*, by the employee and the Rating Official to indicate that the performance plan has been discussed with the employee. The performance plan must be signed at the conclusion of the rating period when the summary rating is determined and discussed with the employee. The employee's signature serves as acknowledgement of receipt of the performance plan.

Section 16.03

- A. The Rating Official and the employee will meet at the beginning of the review period but no later than November 30 of each fiscal year, to discuss all performance criteria set forth in the employee's performance plan, and any expectations regarding the quality or quantity of work performance. At the employee's option, an employee may provide written feedback with respect to performance criteria set forth in the employee's performance plan.
- B. The rating official shall inform the employee when there is a decrease in work performance that may result in a lower summary rating than the previous review year. Such notification shall occur as soon as practicable and provide sufficient time to improve performance.

- C. The Rating Official and a newly-hired employee shall meet no later than thirty (30) days after EOD.
- D. The year-end evaluation will be issued to the employee normally within thirty (30) calendar days after the end of the rating period (September 30). The only exceptions to this rule are as follows:
 - 1. The performance evaluation will be delayed if the employee has had less than ninety (90) calendar days to perform under the performance criteria/expectations for him/her (e.g., the employee is newly-hired or has been on extended leave). The evaluation will be delayed only for the amount of time necessary to meet the required minimum of ninety (90) days.
 - 2. When the employee is not available to receive the evaluation due to absence for sick leave or absence due to an on-the-job injury, the evaluation will be prepared by the Rating Official (provided the employee had ninety (90) calendar days to perform under the performance plan prior to being absent) but will not be effective or used in any employment consideration until the evaluation has been provided to the employee either in person or by sending it to the employee's official mailing address. The employee shall be permitted an opportunity to submit written comments.
 - 3. When an employee serves under a performance plan and no supervisor meets the time requirements to rate the employee, the employee will be rated by the second level supervisor or higher level official.

Section 16.04

An employee's summary rating is used in the following personnel actions:

- A. Within-Grade Increases (WGI): An employee must have a current rating of record of "fully successful" or better in order to be granted a WGI.
- B. Awards: See *Article 32: Awards*.
- C. Promotion: In order to receive a career ladder promotion, an employee must have a current rating of record of "fully successful" or better.
- D. RIF: See *Article 17: Reduction-in-Force (RIF)*.

Section 16.05

The NCR Servicing Human Resources Office (SHRO) will provide the Union a sanitized list of the most recent rating dates and ratings as posted in the Federal Personnel and Payroll System (FPPS) on or about July 30 of each year. The sanitized list will also include the employee's WG/GS level and step, job series, and Park.

Section 16.06

This section involves unacceptable performance and provides the criteria for a Performance Improvement Plan.

A. Scope:

1. For purposes of this article, an action based on unacceptable performance under 5 U.S.C. § 4303 is a reduction in grade or removal of an employee who fails to demonstrate acceptable performance in one (1) or more critical elements of the performance plan.
2. Actions taken under this article for unacceptable performance shall be supported by substantial evidence.
3. The provisions of this article do not apply to the removal of probationary, temporary, or term employees under 5 U.S.C. § 7511.

B. Performance Improvement Period:

1. For each critical element in which the employee's performance is at the "unsatisfactory" level, the Agency will provide the employee a reasonable period of time (usually sixty (60) to one hundred twenty (120) calendar days, depending on the nature of the employee's duties) to demonstrate acceptable performance (defined as meeting at least the "minimally successful" criterion), commensurate with the duties and responsibilities of the employee's position. The Agency will inform the employee that, unless his/her performance improves to and is sustained at an acceptable level during such period of time, the Agency will reduce the employee's grade or remove him/her from his/her position or federal service.
2. The Agency will notify the employee in writing of the critical element(s) for which performance is unacceptable, inform the employee of the performance requirement(s) or standard(s) that must be attained in order to demonstrate acceptable performance in his/her position and advise the employee what he/she must do to bring his/her performance up to the "minimally successful" level. The notice will also explain what efforts will be made by the Agency to assist the employee in improving performance. Assistance may include, but is not limited to, formal training, closer supervision, counseling, or more frequent progress reviews. The Agency may give an employee such notice at any time during the performance appraisal cycle.

C. Proposal Notice: The Agency will follow these procedures when proposing to take an action under this article:

1. Provide the employee a thirty (30)- calendar day advance written notice of the proposed action. The notice will identify both the specific instances of unacceptable performance and the related critical elements and standards.
2. Provide the employee with a copy of any information relied upon to support the proposal. This provision in no way limits the Union's right to additional information under 5 U.S.C. § 7114 or any other applicable law, rule, or regulation.
3. Advise the employee in writing of his/her right to representation.
4. Grant the employee a reasonable amount of duty time, normally up to six (6) hours, with supervisory approval, to prepare his/her response to the proposed action. The Agency will consider a written request from the employee for additional duty time to prepare his/her response.

5. Provide the employee the opportunity to reply to the notice orally and/or in writing within fifteen (15) days from the date the employee receives notice of the proposed action. The Agency will consider a written request to extend the reply period.
6. If the employee elects to make an oral reply, it will be made to the Deciding Official in person, unless agreed otherwise. The employee may submit a written outline of the points covered upon conclusion of the oral reply. At the option of the Agency, a verbatim transcript or summary of the oral reply shall be made. If a verbatim transcript is made, the Agency will pay the cost of the court reporter. However, if NTEU determines it wants a copy of the transcript, NTEU would share equally in the cost of the court reporter. Each party shall bear the cost of purchasing its own copy of the transcript. The Agency will pay the travel and per diem expenses of the employee to attend the oral reply, subject to applicable law and regulation.

D. Decision Notice:

1. The Agency will consider the employee's oral or written reply and give the employee a written decision letter concerning the proposed action normally within a reasonable time after expiration of the advance notice period. Normally, the written decision will be issued by a management official who is in a higher position than the person who proposed the action. The decision letter will be issued prior to or on the effective date of the action, and will specify the instances of unacceptable performance by the employee on which the action is based.
2. The decision letter will inform the employee of his/her right either to appeal under 5 U.S.C. § 7701 [MSPB] or to file a grievance under *Article 10: Grievance Procedure* of this Agreement, but not both.

- E. Recordkeeping: If an action for unacceptable performance is canceled or overturned and the matter is not subject to further appeal or legal action, all documentation relative to that action (or proposed action) in the employee's eOPF will be removed with confirmation of removal sent to the employee. The Agency will not remove or destroy any documentation required to be preserved under laws, rules, or regulations.

ARTICLE 17: REDUCTION-IN-FORCE (RIF)

Section 17.01

Pursuant to 5 C.F.R. § 351.201, a RIF is the release of a competing employee from his/her competitive level by furlough for more than thirty (30) calendar days, separation, demotion, or reassignment requiring displacement, when the release is required because of a lack of work, shortage of funds, insufficient personnel ceiling, reorganization, the exercise of reemployment or restoration rights, or reclassification of an employee's position due to erosion of duties when the reclassification will take effect after an agency has formally announced a RIF in the employee's competitive area and when the RIF will take effect within one hundred eighty (180) calendar days.

Section 17.02

- A. At least thirty (30) calendar days before the Agency provides formal notice of a RIF to the Union, the Agency shall inform the Union in writing that it has made a preliminary determination to conduct a RIF.
- B. At the same time as it informs the Union, the Agency will provide the Union with the business case analysis or other reports and/or analyses upon which the Agency relied or that the Agency merely considered in reaching its preliminary determination. Nothing stated above compromises the Union's entitlement to obtain information from the Agency under 5 U.S.C. § 7114(b)(4).
- C. Within seven (7) calendar days of receiving the information from the Agency, and if requested, the Agency shall brief the Union on the Agency's preliminary RIF determination.
- D. Following the briefing, the Union shall have five (5) calendar days in which to submit its written comments regarding the Agency's preliminary determination.

Section 17.03

- A. In the event the Agency decides to proceed with a RIF, the parties agree to expedited bargaining, beginning no later than thirty (30) calendar days after the date the Agency provided the RIF notice provided in *Section 17.02(A)* above.
- B. The parties may negotiate over any RIF-related issues negotiable under law and this Agreement.

ARTICLE 18: PERSONNEL RECORDS AND ACCESS TO INFORMATION

Section 18.01

- A. Employees who have regular access to an Agency-owned computer will have access to their official personnel record through the eOPF system. Employees may access their eOPF using an Agency-owned computer to review and make copies of forms or documents in the eOPF.
- B. Employees who have, other than routine access to an Agency-owned computer, may request a copy of any document(s), other than an extensive request, from the eOPF at any time via email to the Agency-designated point of contact at the NCR Human Resources Office. The Agency shall provide the employee with a hard copy of the requested document(s) within seven (7) calendar days of receiving the employee's email request. Before disclosure of a record is made to employees, their identity must be verified.
- C. Employees may personally make or provide copies of documents from their eOPF, including to their personally designated representative. The only exception is a copy of records restricted by law or government-wide rule or regulation.

Section 18.02

The eOPF will be purged in accordance with applicable government-wide regulations. However, any employee documentation file maintained by a supervisor is not part of the eOPF. Employees may request from their supervisor to review any files maintained by their supervisor, if they exist.

Section 18.03

The Agency will enter and maintain performance appraisals in the employee's eOPF. Access to the eOPF is limited to the employee management officials with a need to know and those others referenced in the current system of records description in accordance with the Privacy Act, 5 U.S.C. § 552(a).

ARTICLE 19: MERIT PROMOTION

Section 19.01

- A. All promotions to bargaining unit positions shall be made on a merit basis by means of the systematic and equitable procedures as contained in law, rule, and regulation. Recruitment methods and selection procedures will be based solely on merit after fair and open competition.
- B. All applicants will be evaluated to ensure that they meet the appropriate OPM qualification standards and time-in-grade requirements. The Agency will establish, and publicize in the appropriate vacancy announcement, cut-off dates for applicants to meet qualification standards and time-in-grade requirements for acceptance of applications. Qualitative, job-related distinctions will be made among promotion and other competitive eligibles in terms of relative merit and ability and documented through the use of a job analysis, assessment plan/questionnaire or other rating methodology. Consideration will be given to performance appraisals, incentive awards, and other forms of recognition provided by the applicant. The validity and propriety of selective and/or ranking factors will be clearly reflected and supported by a current position description of the job for which they are used.
- C. Nothing in this article shall affect the right of management with respect to filling positions and/or making selections to appointments from among properly ranked and certified candidates for promotion from any appropriate source.

Section 19.02

- A. The Agency is aware of and committed to the policy that promotions of employees from within has a positive effect on morale.
- B. The Agency agrees that highly qualified Regional candidates will normally be interviewed for a position.
- C. The Agency agrees that the area of consideration for announcements will be Park or NCR-wide when the Agency determines that doing so produces a sufficient number of highly qualified candidates and a diverse applicant pool.

Section 19.03

All placement and promotion actions to positions in the bargaining unit will be done according to the provisions of this article, law, rule or government-wide regulation.

- A. Competitive procedures apply to the following actions:
 - 1. Permanent promotion to a higher-graded position or to a position with a higher full performance level than previously held on a permanent basis in the competitive service.

2. Temporary promotions for more than one hundred twenty (120) days or details for more than one hundred twenty (120) days to a higher-graded position or to a position with greater promotion potential than previously held on a permanent basis in the competitive service.
 3. Reassignment, transfer or change to a lower-graded position with promotion potential greater than any position held on a permanent basis in the competitive service.
 4. Reinstatement to a permanent or temporary position at a higher grade or with a higher full performance level than any position previously held on a permanent basis in the competitive service.
 5. Promotions due to the addition of substantive, new and higher-graded duties when the new position is not a clear successor to the old position or there are other employees serving in similar or identical positions within the organizational unit to whom the new duties could have been assigned.
- B. Competitive procedures do not apply to the following actions:
1. Career ladder promotions where competition has taken place earlier.
 2. Upgrading of a position due to application of a new classification standard without a significant change in duties, or from the correction of an initial classification error.
 3. A promotion resulting from an employee's position being classified at a higher grade (with no further promotion potential) because of additional duties and responsibilities, commonly known as accretion of duties. The noncompetitive upgrade requires the employee to continue to perform the same basic function in the new position that is a clear successor to and absorbs the duties of the old position. In addition, there are no other employees within the organizational unit to whom the additional duties and responsibilities could have been assigned. The Agency agrees that a position's grade will not be increased by an accretion of duties solely to avoid a competitive promotion action.
 4. Promotion of an employee who failed to receive proper consideration in a prior competitive promotion action.
 5. Actions taken under RIF.
 6. Conversion of a temporary promotion to a permanent promotion, provided that the temporary promotion was originally made under competitive procedures, and that the normal minimum area of consideration for the position was used to recruit candidates.
 7. Details to higher-graded positions or temporary promotions not to exceed one hundred twenty (120) days.
- C. The Agency has determined that if there is more than one (1) employee in the organizational unit who would qualify for the higher graded position, competition will conform with the following procedures:
1. The position will be advertised within NCR pursuant to *Section 19.02* of this article.
 2. The Agency may simultaneously advertise the position externally to NCR pursuant to *Section 19.02* of this article.

Section 19.04

The parties agree the goal is to fill all position vacancies with the best qualified candidates available, taking into consideration the long-term needs of the Agency and affirmative employment obligations. The parties further agree that Agency has the right, at its discretion, to fill vacant positions by recruiting eligible candidates through the announcement of such vacancies within NCR and by concurrently recruiting from any other appropriate recruiting source by an appropriate means (e.g., OPM competitive examining referrals, reinstatements, or advertisements). When a posted position is open to applicants from outside the bargaining unit, bargaining unit employees will be given the opportunity to apply for the vacant position and will be given simultaneous consideration with "outside" applicants. Any roster of eligibles sent to the selection official will indicate the present position, title, and grade.

Section 19.05

- A. Announcements for bargaining unit positions will be available through the NPS intranet. All bargaining unit employees will be provided access to such announcements at their regular work sites.
- B. All vacancy announcement for bargaining unit positions will be open for a minimum of fourteen (14) calendar days. However, in rare instances, the Agency may reduce the length of the open period to no less than five (5) calendar days. The Agency will notify the Union President when it invokes this provision.
- C. At a minimum the vacancy announcement will contain:
 - 1. Announcement number;
 - 2. Opening and closing dates for acceptance of applications;
 - 3. Position title, series, grade, organization and location;
 - 4. Promotion potential, if any;
 - 5. Area of consideration;
 - 6. A brief description of duties and responsibilities;
 - 7. Qualifications required;
 - 8. Quality ranking factors;
 - 9. Procedures for applying;
 - 10. Number of positions expected to be filled; and
 - 11. List of all evaluation methods to be used.

Section 19.06

- A. The Agency agrees that only those selective placement factors (i.e., knowledge, skills and abilities that are essential to the successful performance of the position) will be used.
- B. Employees/candidates meeting the minimum qualification requirements of the position (i.e., OPM's Qualifications Standards Handbook and any selective placement factors) will be considered for the vacancy provided they have met the other conditions of

announcement/employment. If any employee/candidate does not meet the minimum eligibility requirements, including the submission of an incomplete application, the Agency will inform the employee/candidate in writing. The Agency agrees that no applicant seeking employment, or employees applying for a vacancy, will be contacted by the Agency during the recruitment open period for the purpose of enhancing/supplementing an application. Further, no one seeking employment with the Agency, or an employee applying for a vacancy, shall be permitted to submit any supplemental documentation or material after the close of the vacancy announcement. In accordance with the OPM VetGuide, veterans may be permitted to submit applications on a delayed basis provided a case examining register exists.

Section 19.07

- A. The Agency has adopted OPM's USA Staffing automated system or an OPM-mandated successor system described below to fill all bargaining unit positions. To utilize the automated rating and ranking system, the Agency has determined that the procedures in *Section 19.07(B) and (C)* below will be followed.
- B. General:
 - 1. Applicants will be rated and ranked on their potential to perform in the announced position. The applicant's education, training, experience, awards and performance appraisal, as provided by the applicant, that are related to the vacancy to be filled will be considered. The rating and ranking process the Agency uses will be in accordance with law, rule, and government-wide regulation.
 - 2. The Agency will not change its use of OPM's USA Staffing automated system or an OPM-mandated successor system in rating and ranking employees for bargaining unit positions unless it provides notice to NTEU in accordance with the Agreement and bargains to the extent required by law.
 - 3. When ranking candidates for vacancies at multiple grades (e.g., for career ladder positions that may be filled at any grade), each candidate will be ranked separately by grade.
- C. Validation: The ranking of applicants, completed by the automated system, will be based on the competencies for the position to be filled using responses to the job-related questions completed during the automated application process. The applicant's responses to the questions will determine their potential to perform in the vacant position. Critical Element questions will be developed in accordance with 5 C.F.R. Part 300, Subpart A.

Section 19.08

The Agency will develop and/or utilize assessment questionnaires for use in the ranking process in order to evaluate the potential of candidates to perform in the vacant position. To the extent possible, the assessment questionnaire will be described in terms of observable, objective, and measurable criteria and will include competencies that are required to perform the work of the position. Each competency will be described in a separate and non-redundant manner.

Section 19.09

Qualified candidates may be evaluated by a ranking panel using the job analysis, position description or designed questions. Consistent with applicable law, in cases where a grievance,

EEO complaint or Unfair Labor Practice has been filed, and upon request by the Union, the Agency will release information regarding the selection process, including assessment questionnaires. However, the Agency shall redact all Personally Identifiable Information (PII) in any information it provides hereunder. The Union will not use any information provided to create an unfair advantage for a candidate or compromise the integrity of the selection process. Nothing in this section will infringe on any statutory or regulatory rights of the Agency.

Section 19.10

- A. The highly qualified top ranked candidates will be referred to the selecting official. The number referred will be based on OPM's USA Staffing automated system or an OPM-mandated successor system. The number of referrals is determined by the cut-off score.
- B. The names of the highly qualified candidates will be sent to the selecting official electronically.
- C. Any selection technique utilized by the selecting official will be uniformly applied to all referred candidates. The Agency will comply with OPM regulations when interviewing applicants.
- D. All those who are not selected for the position will be notified.

Section 19.11

An employee selected for a promotion will normally be released from her/his present position at the end of the pay period closest to fifteen (15) calendar days after the selection date.

Section 19.12

- A. Employees identified by the Agency as ineligible for a vacancy may receive career guidance from the Agency at the request of the employee. This guidance will include some suggestions as to other positions in the NPS for which the employee may be qualified.
- B. Upon request, an employee/candidate will be provided the following information in writing regarding her/his application for a position announced under this article if he/she has applied in a timely manner:
 - 1. Whether the employee met the minimum qualifications for the position, including selective placement factors;
 - 2. The reason(s) why the employee did not meet the minimum qualifications for the position; and
 - 3. The name of the employee selected.
- C. The Agency will maintain the file on each promotion action for a period of two (2) years.

Section 19.13

The fact that an employee is the subject of a conduct investigation will not prevent or delay the employee's promotion, which would otherwise be made, unless the Agency judges that such delay is necessary to promote the integrity of the Agency.

Section 19.14

- A. Promotion panels, ranking officials, or selecting officials may not consider an employee's accumulation or balance of annual or sick leave as a basis for selection or non-selection.
- B. However, this does not preclude the consideration of an employee's leave balance if there is abuse of leave or resultant effect on the employee's dependability or work performance.

Section 19.15

- A. A career ladder position is one which has been filled at a grade level lower than the target (maximum) grade level for that position. The target level is identified on the Request for Personnel Action (SF-52) and on the vacancy announcement.
- B. All employees in career ladder positions will be promoted the first pay period after:
 - 1. They are capable of satisfactorily performing at the next higher level; and
 - 2. They become minimally eligible to be promoted (after the last workday of the 52nd week in their positions or whatever lesser period satisfies the basic eligibility requirements).

Section 19.16

- A. If it is determined, through the grievance procedure, that violations of the provisions of this article resulted in denying the grievant(s) proper consideration, corrective action will be taken as follows:
 - 1. Employees erroneously omitted from a HQ list shall receive priority consideration in accordance with *subsection (H)* below and applicable regulatory requirements; and
 - 2. Other violations will be remedied as appropriate.
- B. Priority consideration consists of a selection certificate which contains an employee's name alone being sent to a selecting official before the official considers other applicants for a position.
- C. An employee will be entitled to a separate priority consideration for each vacancy announcement for which the employee was improperly considered.
- D. If more than one (1) employee is entitled to consideration, the names of only those employees will be submitted on a single certificate to the selecting official for the next appropriate vacancy.
- E. If the appropriate vacancy has already been announced, the employees due the priority consideration will be considered by the selecting official before other applicants are ranked or referred for selection.
- F. When the Agency considers employees who have priority consideration pursuant to this Agreement and does not select those employees, the Agency will put the reasons for non-selection in writing and provide a copy to the employees.
- G. Once the deadline for filing a grievance or other complaint has passed, employees who have not filed a grievance or other complaint, or had one filed on their behalf, may only be given priority consideration pursuant to an order issued by a higher level authority.

H. In accordance with 5 C.F.R. Part 335, employees receive priority consideration for an appropriate vacancy. An appropriate vacancy is linked to the actual vacancy announcement from which consideration was lost and includes positions with no higher promotion potential and the same:

1. Organizational unit;
2. Title/series/grade;
3. Work schedule (e.g., seasonal); and
4. Position type.

Section 19.17

The Agency shall announce any promotion opportunities Region-wide.

ARTICLE 20: DIVERSITY AND EQUAL EMPLOYMENT OPPORTUNITY

Section 20.01

In accordance with the Rules and Regulations of the Equal Employment Opportunity Commission (EEOC), and within the limits of authority delegated to the Agency, the parties agree to work together to continue implementation of the Agency's Diversity and Inclusion Strategic Plan to provide equal opportunity for employment and to prohibit discrimination in employment because of race, religion, color, sex, sexual harassment, sexual orientation/preference, national origin, age, genetic information, or disability.

Section 20.02

The Agency is responsible for achievement of affirmative employment objectives. This includes affirmative employment in the areas of all personnel practices such as recruitment, hiring, promotion, training, development, advancement, and treatment of employees. In keeping with this commitment, the Agency agrees to continue its concerted effort in recruitment to pursue affirmative employment objectives.

Section 20.03

The Agency will provide the Union, on a bi-annual basis generally to coincide with reporting periods ending April 30 and September 30 of each calendar year, a copy of those statistical reports dealing with EEO.

Section 20.04

The Agency will monitor the selection process for bargaining unit positions to ensure compliance with the Rules and Regulations of the EEOC and the DOI/NPS Diversity and Inclusion Strategic Plan.

Section 20.05

Nothing in this Agreement prohibits an employee from being represented by a Union steward at any stage of the EEO complaint process including the counseling stage unless the employee designates another representative.

ARTICLE 21: HEALTH AND SAFETY

Section 21.01

The general safety and health responsibilities of the Agency are as follows:

- A. To assure compliance with all applicable Occupational Safety and Health Administration standards and related rules and regulations.
- B. To provide adequate support in the administration of the safety and health program.
- C. To assure the prompt cessation of unsafe or unhealthy working conditions.
- D. To provide adequate safety training for all employees, specifically in such areas as evacuation of buildings during suspected fire or bomb threats.
- E. To encourage the practice of Operational Leadership principles, as promulgated by the NPS, by all employees.
- F. To conduct annual health and safety inspections for NPS-owned and leased facilities. In addition, the Agency will conduct air and water quality inspections, where applicable. Where exigent circumstances exist and bargaining unit employees are exposed to dangerous or unhealthy work conditions, not covered by their job descriptions or applicable safety measures, the Agency shall evacuate the facility and conduct an inspection as soon as practicable. Furthermore, the Agency will promptly brief the Union representatives on any preliminary results and send all final test results and reports to the Union President. Such inspections will be directed by qualified personnel designated by the Agency.
- G. The Agency will make a reasonable effort to conduct a fire drill at least once a year at each regularly occupied building in which bargaining unit employees work a substantial amount of time.
- H. The Union will be notified at least five (5) workdays in advance of any meetings held with bargaining unit employees to discuss health and safety issues, other than routine safety briefings. The Union will be allowed to send one (1) representative of its choosing to these meetings on official time.
- I. The Union will be provided copies of Park safety committee meeting notes and safety inspection findings upon request.

Section 21.02

- A. Pursuant to 29 C.F.R. Part 1960, an employee may decline to perform his/her assigned task because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm, and there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. In the event an employee declines an assignment under these conditions, he/she shall be free from reprisal. In circumstances where an employee is responsible for the abatement of the hazard as set forth in the employee's position description, the employee may be required to perform such duties. The Agency shall notify all affected employees of the existence of a dangerous condition or any possible unsafe condition immediately.

- B. The Agency shall comply with established standards and applicable regulations for work in high or low temperature environments. In the event of extreme temperatures, employees who work outside shall be given access to indoor Park facilities.

Section 21.03

The Agency will take appropriate action to ensure that employees are familiar with the proper means of leaving the office during a suspected emergency threat. Where an emergency threat is reasonably suspected, the Agency will evacuate affected employees to safer areas or take other appropriate precautions.

Section 21.04

- A. The Agency will provide a functional and clearly-marked first aid kit and an Automated External Defibrillator (AED) in each NPS-NCR facility, and on each floor where more than thirty (30) bargaining unit employees are located.
- B. The Agency will authorize AED and first aid initial and refresher training to interested employees, providing the scheduling of the training does not conflict with the Agency's mission, staffing and workload requirements.

Section 21.05

The Agency shall continue to encourage health activities such as Agency sponsored health fairs, subject to the availability of health organizations which provide such services as broadly throughout the NCR as feasible.

Section 21.06

When it is necessary for an employee to leave work because of a serious illness or incapacitation, the Agency will offer assistance to ensure that the employee is transported to a medical treatment facility.

Section 21.07

- A. The Agency will provide the Union with access to all information related to health and safety in the workplace pursuant to the Occupational Health & Safety Act and applicable law and regulation, as offered on the Agency's intranet safety and health website. The Agency shall provide such information to the Union as it receives it. Safety data sheets shall be prominently displayed in the workplace.
- B. The Agency and bargaining unit employees shall use the DOI's incident and accident reporting system pursuant to DOI's policy. In the event that a bargaining unit employee is incapacitated, the Agency shall ensure that all appropriate information is entered into the current system.

Section 21.08

The Agency will provide the NTEU Chapter President with reasonable advance notice of any planned construction that will affect bargaining unit employees' conditions of employment.

Section 21.09

Upon request, the Agency will provide prescription safety glasses as needed to perform the duties of the position. The Agency shall seek to prevent back and muscle strain and repetitive

motion injuries, whenever feasible. The Agency shall ensure that workplaces have adequate lighting.

Section 21.10

- A. The Agency shall maintain its current Employee Assistance Program (EAP) consistent with law, rule, and regulation (*Appendix E: Employee Assistance Program (EAP)*). At either party's request, the parties shall meet to negotiate proposed changes to EAP.
- B. Any employee who participates in the EAP shall have the right to NTEU representation.

Section 21.11

The Agency will make training available to employees addressing violence in the workplace including suspicious activity and threats.

Section 21.12

The Union may nominate one (1) bargaining unit employee to serve on each existing Occupational Safety and Health Committee.

ARTICLE 22: FITNESS AND HEALTH

Section 22.01

The Agency will continue to maintain existing health and fitness facilities, including showers and changing rooms.

Section 22.02

The Agency shall provide lockers for all employees where the duties require changes of clothing and the work space is suitable for the installation of lockers subject to space and budgetary constraints.

Section 22.03

The Agency agrees that, except where it believes there is a fire or other imminent safety threat, an internal security concern or potential criminal activity necessitating the search, the Agency/management shall not access an employee's locker unless the employee or a Union representative has been given the opportunity to be present.

Section 22.04

Employees may request to use vacant offices or conference rooms for lactation purposes. Such requests will be granted if suitable space is available.

Section 22.05

The Agency shall make every reasonable effort to provide adequate and clean eating facilities consistent with the nature and location of the work and accomplishment of the mission.

ARTICLE 23: HOURS OF WORK

Section 23.01

- A. **Basic Work Week:** The present administrative workweek begins at 12:01 a.m. Sunday and ends at 12:00 midnight Saturday, and the current basic workweek and normal tour of duty within the administrative workweek is five (5), eight (8)-hour workdays. The Agency shall inform every new employee of the days and hours of his/her workweek. Except as provided below, prior to implementing a change in the basic workweek, the Agency will notify the Union as far in advance as possible, but not less than seven (7) calendar days.
- B. **Rest Periods:** Supervisors shall authorize rest/break periods during the workday, normally with a fifteen (15) minute break during the first and second half of the workday. It is recognized that some employees may not receive rest/break periods due to work requirements. Work assignments may be communicated during a break.
- C. **Lunch Period:** A thirty (30)-minute meal period per tour of duty is authorized.
- D. **Breaks and/or lunch periods** may not be used to shorten the workday or increase the lunch period.
- E. **Administrative Workweek:** The administrative workweek is the seven (7)-day calendar week, eighty (80)-hour biweekly pay period commencing at 12:01 a.m. Sunday and ending at 12:00 midnight on the following Saturday with normally two (2) consecutive lieu days (days off). The Agency shall inform every new employee of the days and hours of his/her workweek.
- F. **Normal Workday:** The normal administrative workday consists of eight (8) hours of work time except for those employees working an alternate work schedule. The normal meal break is thirty (30) minutes.
- G. **Core Hours:** Employees will be at work during core hours. Absence from work during these hours must be requested of and approved by the supervisor as indicated by an approved leave request in writing or on an electronic form, or an approved Alternative Work Schedule (AWS) or telework agreement. Core hours are Monday through Friday from 10:30 a.m. to 2:30 p.m.
- H. **Basic Eight (8)-Hour Schedule:** This is a fixed five (5)-day schedule that does not vary from day to day. It is an eight (8)-hour day. An employee will be provided a thirty (30) minute unpaid lunch period at approximately mid-day. Any other schedule (tour of duty) is subject to approval by the employee's supervisor in accordance with this Agreement.

Section 23.02

- A. Agency will determine the required number of shifts.
- B. Shifts will be established among qualified employees by notifying those employees of the nature and duration of the shift. The Agency will offer the shift assignment to employees on a volunteer basis. If more employees volunteer than are needed, the shift will be staffed using the highest Service Computation Date (SCD) seniority. If less employees than needed volunteer, the shift will be staffed by lowest SCD seniority.

- C. Employees shall be paid for any shift differential to which they are entitled as a result of the shift change.
- D. Placement on a shift is a work assignment.

Section 23.03

- A. Available Schedules: Employees shall be eligible to work Alternative Work Schedules (AWS) as long as they have achieved a “fully successful” or higher summary rating and have not had any documented conduct issue(s) in the last twelve (12) months.
- B. Management will approve or deny each schedule request within one (1) pay period of the date of submission, when feasible.
- C. Upon request, a denial of request for a particular work schedule will be provided to the employee in writing, stating the reasons for such denial.
- D. Alternate and Flexible Work Schedules:
 - 1. Alternative Eight (8)-Hour Schedule: This is a fixed schedule that does not vary from day to day, with established arrival and departure times. The schedule includes ten (10) workdays in each pay period, with each workday being eight (8) hours in length. This schedule differs from the normal eight (8)-hour schedule in that the established arrival and departure times need not coincide with the basic work hours for a particular shift.
 - 2. Ten (10)-Hour Compressed Work Schedule (CWS): This is a fixed, non-flexible schedule (meaning it does not vary from day to day). Arrival and departure times are set and approved in advance. Eight (8) workdays of ten (10) work hours each (four (4) days each week) constitute the pay period. A ten (10)-hour schedule may not include any combination of half-days or workdays of less than ten (10) work hours.
 - 3. Five-Four-Nine (5-4-9) (CWS): This is a fixed, non-flexible schedule (meaning it does not vary from day-to day). The schedule includes nine (9) workdays in each pay period, with eight (8) of those days consisting of nine (9) work hours each and one (1) day consisting of eight (8) work hours. An approved variation of this consists of eight (8) nine (9)-hour days and two (2) four (4)-hour days.
 - 4. Flexitime Flexible Eight (8)-Hour Schedule (Gliding Schedule): This is a flexible (non-fixed) schedule with a basic work requirement of an eight (8)-hour day and forty (40)-hour workweek. The employee will work an eight (8)-hour day, but arrival and departure times are flexible as long as daily core hours are worked (see *Section 23.01(G)* above regarding core hours). Absence from work during core hours requires supervisory approval.
 - 5. Maxi-flex Flexible Schedule: This is a flexible (non-fixed) schedule with a basic work requirement of eighty (80) work-hours per pay period. The employee may work more or less than eight (8) hours in any one (1) day (not to exceed twelve (12) hours as long as eighty (80) work-hours are accounted for in the pay period and the core hours are worked (see *Section 23.01(G)* above regarding core hours). Arrival and departure times may vary from day to day.

- E. Generally, supervisors or their designees may approve or disapprove the earning of credit hours in advance. Supervisors may approve an employee's standing request to work credit hours on a particular day(s). Supervisors may also approve credit hours an employee has already worked on a retroactive basis. If two (2) or more similarly qualified employees request credit hours resulting in a conflict, the more senior employee shall be permitted to earn the credit hours. If such a conflict reoccurs, the supervisor will assign credit hours on a rotational basis.
- F. Once earned, an employee may use credit hours in fifteen (15)-minute increments in the same manner as leave. The use of credit hours is subject to prior supervisory approval.
- G. Full-time employees can carry over up to twenty-four (24) credit hours from pay period to pay period. Part time employees can carry over up to one-quarter of their bi-weekly work requirement. Credit hours typically will be used in the following pay period.
- H. Subject to applicable law and regulation, an employee shall have the option to elect credit hours or overtime for the time worked in excess of eight (8) hours in a day. In no event shall the Agency use credit hours in lieu of paying overtime.

Section 23.04

- A. Consistent with 5 C.F.R. § 610.121, an employee will be informed of a cancellation or revision of their approved alternate work schedule in writing within one (1) pay period in advance of the change.
- B. Management will approve or deny each alternate work schedule or work schedule request within one (1) pay period of the date of submission.
- C. Management's denial of request for a particular work schedule will be provided to the employee in writing, stating the reasons for such denial, upon request.
- D. Hardship Schedule Requests:
 - 1. Agency employees may submit hardship schedule requests. The request should be submitted in writing to the immediate supervisor and must provide a brief explanation of the hardship.
 - 2. Hardship schedule requests will be approved or denied within one (1) pay period of the date of submission, if feasible.

Section 23.05

This section provides for procedures for establishing special temporary work schedules.

- A. Training: Employees scheduled for training will revert to a Monday-Friday eight (8)-hour schedule consistent with the hours of the training program unless a mutually agreeable arrangement is made with the supervisor or designee.
- B. Temporary Duty: When an employee covered by this agreement is assigned to a temporary duty station within the Region using another schedule, either traditional or AWS, the Agency may allow the employee to continue to use the schedule used at his or her permanent work site, if suitable, or require the employee to change the schedule to conform to operations at the temporary work site.

- C. Temporary Changes to Employee's Work Schedules: Except as provided for by 5 C.F.R. § 610.121(a), an employee's regularly scheduled workday or workweek shall not be changed solely to avoid payment of overtime or earning of compensatory time.

Section 23.06

Except as provided for by 5 C.F.R. § 610.121(a), the Agency shall post preliminary work schedules four (4) weeks in advance of the effective date and shall post final work schedules two (2) weeks in advance of the effective date. Posted schedules may be modified for unexpected circumstances, including unanticipated leaves and other emergencies that can affect regular work schedules.

Section 23.07

- A. The Agency may only change tours of duty for seasonal purposes (e.g., daylight savings time) which require a change in tour of duty generally not to exceed six (6) months. When it seeks to change an employee's tour of duty, the Agency will provide fourteen (14) calendar days' advance notice to the NTEU Chapter President and all affected employees, except as provided for by 5 C.F.R. § 610.121. Such change shall be limited to the employee's tour of duty and shall not affect approved leave, AWS, or telework arrangements.
- B. Except as provided for by 5 C.F.R. § 610.121(a), the Agency shall not change employee tours of duty/schedules in order to avoid paying overtime. To the extent practicable, the Agency shall schedule overtime contiguous (i.e., next or together in sequence) to an employee's normal tour of duty.
- C. Emergency events will be addressed in accordance with *Article 24: Changes in Operational Status*.

Section 23.08

- A. The Agency shall provide restroom breaks to those employees required to staff an assignment without regularly scheduled relief.
- B. Employee request to change tours of duty/days off:
1. Between January 1 and 15 and July 1 and 15 of each year of this Agreement, employees may submit a request to their supervisor in writing or by email with respect to a specific different tour of duty/days off. If the supervisor changes, employees are encouraged to advise the new supervisor of their request.
 2. This section applies to permanent, full-time, year-round employees by occupational series and grade.
 3. Requests are limited to existing tours of duty/days off in an employee's work unit.
 4. When a requested tour of duty/days off occurs on a permanent basis due to a vacancy or for operational need, the most senior employee, by SCD, will be offered the tour. If the employee declines the tour offer, the next senior employee becomes eligible. As requested tours of duty/days off become available, due to the above seniority system, SCD will govern movement to each tour.
 5. The above provision shall not apply if it conflicts with the need for medical accommodation or if an employee on the list has pending conduct or performance issues.

6. If, as a result of an administrative error, an employee is denied the right to change a tour of duty/days off under this section, the Agency shall have the authority to correct the error.
- C. Park Rangers, (GS-0025) at GS-7 and above, consistent with mission and work requirements, shall receive at least two (2) hours per week to perform study/research duties. Employees who are not assigned a computer will be provided reasonable access and time to use the Agency email system for appropriate purposes.

ARTICLE 24: CHANGES IN OPERATIONAL STATUS

Section 24.01

Changes in operational status is defined as early dismissal or office closure due to a weather event or other emergency (“emergency event”).

Section 24.02

- A. No later than October 31 of each year, the Agency shall provide bargaining unit employees with written notice of their “emergency” designation. In the event the Agency changes an employee’s designation, it shall provide the employee with advance written notice of such change. Such change shall not go into effect until the next full pay period following the written notice. Nothing in this section shall effect the requirement to complete a work assignment.
- B. Emergency Employees: The designation of emergency employees may vary according to the particular nature of an exigency and may include any employees who are part of the Agency’s emergency response plans and COOP plans. Emergency employees are expected to report to or remain at their worksite in dismissal or closure situations unless otherwise directed.
- C. Non-Emergency Employees:
 1. All employees not designated as emergency are non-emergency employees.
 2. When government operations are disrupted and offices are closed for an extended period of time, the Agency may determine that changing circumstances require non-emergency employees to report for work.
 3. Non-emergency employees who are not required to telework will be granted Weather and Safety Leave while the emergency is in effect.
- D. An employee who suffers from a medical condition that substantially affects his/her ability to shovel snow or participate in other strenuous activities during emergency events may make a request for a reasonable accommodation limiting or eliminating that requirement. Employees may request such an accommodation through their immediate supervisor to the NCR Human Resources Officer in writing and provide acceptable medical evidence supporting the accommodation. The Agency shall not unreasonably deny a reasonable accommodation consistent with applicable law and regulation.

Section 24.03

- A. In accordance with applicable law and regulation, the Agency shall appropriately compensate for all hours worked outside of the employee's regular tour of duty. To the extent practicable, the Agency shall schedule overtime contiguous (i.e., next or together in sequence) to an employee's normal tour of duty or schedule.
- B. The Agency shall not change employee tours of duty/schedules except in those circumstances permitted by applicable law and regulation.

Section 24.04

- A. When assigning work after normal working hours during or following a weather event or other emergency, the Agency will consider potentially dangerous conditions that the employee may face upon reporting to or departing from the work site. The Agency will make a reasonable attempt to notify employees in advance of such overtime assignments so that the employee may make transportation arrangements.
- B. Early dismissal policies for emergency events shall be applied uniformly across NCR and Park locations. When an emergency event occurs during the workday or on the weekend and the Agency must close its operations, the Agency shall communicate this decision to employees in a timely manner, including an explanation of any excused absence involved.
- C. Where feasible, the maximum shift for emergency operations shall be twelve and one half (12.5) hours which includes a thirty (30)-minute meal period.

Section 24.05

- A. If an employee is recalled from leave to perform work during an emergency event, the employee's leave will not be charged for the period worked.
- B. Employees are eligible to receive Time-Off Awards (TOAs) during emergency events.

Section 24.06

In the event that an employee reports to work during a state of emergency and is issued a citation by law enforcement solely for traveling in violation of a state or local limitation, the Agency will appropriately address the legal issues involved.

Section 24.07

An employee designated as an emergency employee is on notice that he/she must make appropriate arrangements to report to work.

Section 24.08

- A. When the Agency determines to provide lodging to employees during an emergency, employees shall use the hotel designated by the Agency or make his/her own arrangements at no cost to the Agency. An emergency employee is expected to work as assigned during an emergency.
- B. The Agency will make every effort to provide food service to employees working a longer than eight (8)-hour shift in an emergency event:
 - 1. Consistent with applicable law and regulation;

2. When the purchase of food commercially is not available;
3. Unless employees choose to provide their own food or have a dietary restriction that is impractical to meet; or
4. When doing so is feasible in light of circumstances existing at the time.

Section 24.09

The Agency will provide timely notice to bargaining unit employees for urgent communications such as early dismissal, heat advisories, park closures, or severe weather events.

ARTICLE 25: OVERTIME AND COMPENSATORY TIME

Section 25.01

The Agency will compensate employees for work performed outside normal duty hours if the supervisor approves the overtime hours in advance.

Section 25.02

Overtime will be calculated in fifteen (15)-minute increments. Work performed for less than seven and one half (7.5) minutes will be rounded down to the nearest fifteen (15)-minute increment, and work performed for more than seven and one half (7.5) minutes will be rounded up to the nearest fifteen (15)-minute increment.

Section 25.03

In order to inform employees whether they are exempt or nonexempt for purposes of the FLSA, the Agency will indicate each employee's FLSA status on the Standard Form 50.

Section 25.04

- A. Non-exempt employees may decide whether they want to receive overtime pay or compensatory time off for approved hours worked in addition to their normal tour of duty pay. A non-exempt employee may not be required to accept compensatory time in lieu of overtime pay for work beyond the employee's tour of duty.
- B. FLSA-exempt employees will receive both overtime and compensatory time in accordance with law, rule, regulation, and the overtime provisions of this Agreement.

Section 25.05

- A. Overtime, within a Park work unit, will be distributed as equitably as possible among equally qualified employees based on the skills needed to perform the overtime work as identified by the Agency. This includes opportunities that may arise to fill-in for employees on leave. Except in those cases where overtime is required to be worked by a specific individual (e.g., the sole plumber in a Park work unit), the following procedures will apply:
 1. The Agency will seek to fill its needs first through qualified volunteers from within the office or temporary duty station where the work assignment will be completed. If there are more qualified volunteers than necessary to fulfill the assignments, volunteers will be selected in order of SCD (most senior).

2. If the method described in the item above does not provide sufficient volunteers, the Agency will compile a list of all employees qualified to perform the overtime assignment. Involuntary overtime assignments will be made on a rotational basis beginning in order of inverse SCD (least senior).
- B. An employee may, upon request, be released from an overtime assignment if a qualified replacement is available and willing to work.
- C. With the exception of emergency situations, the Agency will provide notice to employees when it becomes aware that overtime will be necessary in connection with a scheduled event.
- D. Once an employee is assigned to work overtime, in accordance with the above, such overtime is a work assignment.

Section 25.06

Employees required to be on stand-by duty will be compensated in accordance with applicable law and regulation.

Section 25.07

Work schedules and overtime provisions for law enforcement personnel (0025 Series - Protection) will comply with applicable law and government-wide regulations. Law enforcement personnel will not be penalized for accepting an administrative assignment, such as central office or training positions.

ARTICLE 26: HOLIDAYS AND SUNDAY PREMIUM PAY

Section 26.01

Employees are entitled to compensation for all federal holidays. Holiday means any day designated as a holiday by a federal statute or declared by an Executive Order. Federal holidays that fall on weekend days (Saturday and Sunday) will be observed either on Friday or on Monday, as determined by the OPM.

Section 26.02

- A. If an employee is required to work on the day observed as the holiday, he/she shall receive holiday premium pay for regularly-scheduled, non-overtime tours of duty, not to exceed their normal tour of duty hours. Employees who are required to work on a holiday receive their rate of basic pay, plus holiday premium pay at a rate equal to the rate of their basic pay, for each hour of holiday work pursuant to 5 U.S.C. § 5546(b).
- B. An employee who is required to perform work on a designated holiday is entitled to holiday pay for the hours worked or 4 hours, whichever is greater. This section does not apply to callback situations. A callback situation occurs when an employee has worked their regularly-scheduled tour of duty and is required to report back to work.

Section 26.03

- A. All full-time employees, including those on flexible or compressed work schedules, are entitled to an "in lieu of" holiday when a holiday falls on a non-workday. In such cases, the employee's holiday is the basic workday immediately preceding or following the non-

workday. A basic workday for this purpose includes a day when part of the basic work requirement for an employee under a flexible work schedule is planned or scheduled to be performed.

There are two (2) exceptions:

1. If the non-workday is Sunday (or an "in lieu of" Sunday), the next basic workday is the "in lieu of" holiday.
 2. If Inauguration Day falls on a non-workday, there is no provision for an "in lieu of" holiday.
- B. An employee is not entitled to another day off as an "in lieu of" holiday if a federal office or facility is closed on a holiday because of a weather emergency or when employees are furloughed on a holiday.
- C. In the event an employee is assigned to work on an "in lieu of" holiday, he/she shall receive holiday premium pay for non-overtime hours pursuant to *Section 26.02(A) and (B)*.

Section 26.04

- A. The Agency may require certain employees to work on federal holidays.
- B. Other than employees who work the holiday on their normal work schedule:
1. The Agency will seek to fill its needs first through qualified volunteers from within the Park. If there are more qualified volunteers than necessary to fulfill the assignments, volunteers will be selected in order of seniority (by SCD).
 2. If the method described in the item above does not provide sufficient volunteers, the Agency will compile a list of all employees qualified to perform the holiday assignment. Involuntary holiday assignments will be made on a rotational basis beginning in order of reverse seniority (by SCD).
 3. If there is a tie with SCD seniority, the employee's last four digits of their Social Security Number (highest) will be the determining factor. For example, social security number xxxx-xx-6563 is given priority over xxxx-xx-1967.
 4. The above does not apply if all qualified employees within a job series and grade are required to work.
- C. An employee involuntarily scheduled for a holiday assignment may request a hardship deferral and the Agency shall not unreasonably deny such request. If a deferral is granted, the employee will be replaced in the rotation of holiday assignments by the next employee in the rotation, in accordance with *subsection (B)(2)* above.
- D. With the exception of emergency situations (as defined by *Article 24: Changes in Operational Status*), and to minimize the adverse repercussions of assigning employees to work on holidays, the Agency will provide at least seven (7) calendar days' advance notice to the employees of the affected work unit regarding the specifics of required holiday work.

Section 26.05

A. Sunday Premium Pay:

1. General schedule (GS) employees who perform work during a regular tour of duty on Sunday, which is not overtime work as defined by 5 U.S.C. § 5542(a), are entitled to pay for the entire period of service at the basic rate of pay plus a rate equivalent to twenty-five percent (25%) of basic pay.
2. Federal Wage System employees are paid in accordance with 5 U.S.C. § 5544.

B. Overtime:

1. Employees who perform overtime work on a Sunday or federal holidays are entitled to pay for such work in accordance with 5 U.S.C. § 5542(a).

C. Night Differential:

1. GS employees are entitled to premium pay as determined by law and regulation.
2. Federal Wage System employees are paid in accordance with 5 U.S.C. § 5343.

Section 26.06

The Agency shall apply early dismissal announced for holidays uniformly region-wide, unless certain employees have coverage requirements.

ARTICLE 27: ANNUAL LEAVE AND LEAVE WITHOUT PAY (LWOP)

Section 27.01

- A. Employees shall earn annual leave in accordance with applicable laws and government-wide regulations.
- B. Employees may utilize annual leave in fifteen (15)-minute increments. Annual leave may not be charged in increments of less than fifteen (15)-minutes.

Section 27.02

- A. The Agency has determined that annual leave will be granted consistent with workload and staffing needs in a manner which permits each employee to take consecutive days off up to two (2) consecutive weeks or more of annual leave each year. The Agency shall make every reasonable effort to grant employee requests for annual leave consistent with workload and staffing needs. Full consideration will be given to each employee's preferred vacation period.
- B. Supervisors will consider and respond to requests for annual leave according to the following process:
 1. Leave requests will be responded to promptly but no later than fourteen (14) calendar days after the request is received.
 2. Employees may submit leave requests no earlier than one (1) year in advance of the requested leave date(s). Employees will be granted leave on a first come, first served basis based on the date the request is submitted. An employee's annual leave request will be granted unless the request conflicts with a previously approved request and is

inconsistent with workload and staffing needs. The supervisor will inform the affected employee of the status of their request within a reasonable amount of time.

3. When annual leave requests are submitted on the same date the leave will be approved based on SCD seniority. If there is a tie with SCD seniority, the employee's last four digits of their Social Security Number (highest) will be the determining factor. For example, social security number xxxx-xx-6563 is given priority over xxxx-xx-1967.
4. If an employee is on detail/special assignment and requests leave for a time period after the end of the detail, they must submit the leave request to their supervisor of record for approval.
5. If an employee changes positions within the Park/Region, their pre-approved leave will be reviewed and considered for approval by the new supervisor based on workload and staffing needs.
6. Annual leave requested for one (1) workweek or more should be submitted at least eight (8) weeks in advance.

Section 27.03

- A. When an employee may be reasonably expected to know in advance of their starting time that he/she will not be at work on time, he/she will immediately notify the supervisor or designee. If the supervisor or designee is unavailable, the employee shall send notification by voicemail, e-mail or text detailing their need for leave. In addition, the employee will provide his/her immediate valid contact information and his/her expected time to report to work. Where it is not possible for the employee to notify in advance, due to circumstances outside employee's control, he/she shall provide notification as soon as possible. The supervisor will not unreasonably deny the employee's request.
- B. In unusual or exceptional circumstances where an employee is temporarily incapacitated, the employee shall request sick leave at the earliest practicable time.

Section 27.04

Upon advance request, the Agency shall make every reasonable effort to grant, consistent with workload and staffing needs, an employee's request for annual leave that occurs on a religious holiday.

Section 27.05

- A. The Agency agrees annual leave requested by the employee shall be scheduled and approved in accordance with 5 C.F.R. § 630.308, so employees will not lose annual leave at the end of the leave year whenever possible, consistent with work requirements. Employees may carry over annual leave, not in excess of two hundred forty (240) hours, at the end of the leave year if the annual leave was approved and scheduled in advance and the employee was prevented from using the leave due to a business exigency and/or illness. In accordance with law, rule, and regulation, an employee may also carry over annual leave due to administrative error which results in annual leave being forfeited through no fault of the employee.
- B. To avoid leave forfeiture, 'use or lose' annual leave must be requested no later than three (3) pay periods prior to the end of the leave year. Annually the Agency will notify all employees

advising and reminding them of the regulations concerning "use or lose" annual leave and the need to request annual leave to avoid unintended forfeiture of such annual leave.

- C. Annual leave may be restored if such leave was approved by the third pay period prior to the end of the leave year and was later denied and forfeited. An employee's leave may be restored if forfeited due to an administrative error that resulted in annual leave being forfeited through no fault of the employee.

Section 27.06

Upon written request, employees may change annual leave previously authorized to sick leave where sick leave is appropriate subject to the terms of *Article 28: Sick Leave*. This requirement does not apply to situations where the law specifically allows for substitution of annual leave for sick leave (e.g., substituting annual leave for sick leave in connection with the Leave Share Program).

Section 27.07

When leave has been requested and approved, the Agency will not rescind approval absent an emergency situation, as defined by 5 U.S.C. § 7106 (a)(2)(D) or unanticipated workload or staffing needs. When previously approved leave must be canceled, the employee will be notified and will be advised of the change in writing and be provided an explanation as to why the action was taken. Every reasonable effort shall be made to accommodate the employee to reschedule his/her leave. The Agency will make every reasonable effort not to cancel previously approved leave, particularly where an employee's expenses are non-refundable, consistent with this Agreement.

Section 27.08

Upon request, the Agency will provide each employee a statement indicating available leave balances within one (1) pay period of separation. If the employee does not agree with the amounts of leave indicated, he/she will be allowed to submit any evidence and/or documentation to support this claim. The Agency will consider any information provided and, where appropriate, adjust the leave balance accordingly.

Section 27.09

- A. The granting of advanced annual leave by the Agency is discretionary. However, the Agency may grant advanced annual leave, when the employee requesting advanced annual leave:
1. Has completed the first year of his/her probationary or trial period;
 2. Has served more than ninety (90) days in his/her current appointment;
 3. Is eligible to earn annual leave;
 4. Does not request more advanced annual leave than would be earned during the remainder of the leave year or for the remainder of the period during which the employee will be employed, such as a term limited appointment;
 5. Is not on a leave restriction letter or has not been the subject of a performance or conduct based action within the last twelve (12) months; and
 6. Is expected to return to work after having used the leave.

- B. As annual leave is earned by the employee, the earned annual leave will be used to repay any outstanding advanced annual leave balance, or the employee may repay any outstanding balance.

Section 27.10

The Agency will consider all employee applications for LWOP. The Agency will administer LWOP equitably and approval or disapproval of employee requests will be made with due consideration of personal hardship and the needs of both the Agency and the employee in accordance with applicable laws, regulations, and this Agreement.

ARTICLE 28: SICK LEAVE

Section 28.01

Employees will earn sick leave in accordance with applicable statutes and regulations. Employees may utilize sick leave in fifteen (15)-minute increments. Employees may not be charged sick leave without consent.

Section 28.02

- A. Approval of sick leave will be granted to employees when they are incapacitated for the performance of their duties by such reasons as sickness, injury, or pregnancy.
- B. Sick leave will be granted for contagious diseases as set forth in applicable statutes and regulations. Sick leave will generally be granted for medical, dental, or optical examination or treatment when required and requested prior to the beginning of the absence.
- C. Employees will be granted approval of sick leave if they are required to give care and attendance to a member of their immediate family who is afflicted with a contagious disease (to be applicable, the family member's disease must be contagious and, as ruled by the health authorities having jurisdiction, be subject to quarantine; require isolation of the patient; or require restriction of movement of the patient for a specified period) or if the employee's presence at the work site would jeopardize the health of others because of exposure to a contagious disease.
- D. When an employee may be reasonably expected to know, in advance of their starting time that he/she will not be at work on time, he/she will immediately notify the supervisor or designee. If the supervisor or designee is unavailable, the employee shall send notification by voicemail, e-mail or text detailing their need for leave. In addition, the employee will provide his/her immediate valid contact information and his/her expected time to report to work. Where it is not possible for the employee to notify in advance due to circumstances outside the employee's control, he/she shall provide notification as soon as possible. The supervisor will not unreasonably deny the employee's request.
- E. In unusual or exceptional circumstances where an employee is temporarily incapacitated, the employee shall request sick leave at the earliest practicable time.

Section 28.03

- A. Employees may be required to furnish administratively acceptable evidence to the supervisor or designee to substantiate a request for approval of sick leave if sick leave exceeds three (3)

consecutive workdays or a reasonable basis exists to believe sick leave abuse is occurring or in accordance with a leave restriction memorandum. Medical certificates must:

1. Include a statement that the employee is under the care of physician;
 2. Include a statement that the employee was incapacitated for duty and the days the employee was incapacitated;
 3. Include information concerning the expected duration of when the employee was unable to work; and
 4. Must be signed by or contain the stamped signature of the medical provider.
- B. Where the Agency has a reasonable basis to question whether an employee is properly using sick leave (e.g., when sick leave is used frequently or in unusual patterns or circumstances), the Agency may request that the employee provide an explanation. Absent a reasonably acceptable explanation, the employee may be orally counseled that continued frequent use of sick leave, or use in unusual patterns or circumstances, may result in a written requirement to furnish acceptable documentation for each subsequent absence due to illness or incapacitation for duty, regardless of duration.
- C. If a reasonable basis continues to exist for questioning an employee's use of sick leave, the employee may be notified in writing that for a stated period (not to exceed six (6) months), the employee is on sick leave restriction. A sick leave restriction is a series of instructions establishing the specific requirements for the use of sick leave. This includes that no request for sick leave, or other leave in lieu of sick leave, will be approved unless supported by administratively acceptable medical evidence, which will be submitted to a representative designated by the Agency. Any such written notice will describe the frequency, patterns, or circumstances which led to its issuance. A sick leave restriction will be rescinded at the end of the period if the employee fully complies with the requirements of the restriction. A sick leave restriction may be extended an additional six (6) months if the employee fails to fully comply with the requirements of the restriction. Such sick leave restriction may be extended if the circumstances warrant it.
- D. The issuance of sick leave restriction shall be subject to the grievance and arbitration provisions of this Agreement.
- E. Employees who, because of illness, are released from duty, and are not subject to the restrictions of *Section 28.03(C)* above, will not be required to furnish administratively acceptable medical evidence to substantiate sick leave for the day released from duty. Subsequent days of absence will be subject to the provisions of the subsections above.
- F. Employees who are not subject to the restrictions of the subsections above will not be required to furnish administratively acceptable medical evidence on a continuing basis if the employee suffers from a chronic condition which does not necessarily require medical treatment although absence from work may be necessary and the employee has previously furnished medical certification of the chronic condition. The Agency may periodically require further administratively acceptable medical evidence to substantiate an employee's continued use of this provision. Such evidence will be submitted to a representative designated by the Agency.

Section 28.04

- A. An approved absence, which would otherwise be chargeable to sick leave, will be charged to annual leave if requested by the employee and there is no just cause for the Agency to deny such request.
- B. An employee who becomes ill while on annual leave may have the time of illness changed to sick leave provided that the employee notifies the supervisor on the first day of the illness and otherwise complies with the requirements of *Section 28.02* of this article.

Section 28.05

- A. The Agency may advance sick leave when all of the following conditions are met:
 - 1. The employee is eligible to earn sick leave;
 - 2. The employee's request does not exceed thirty (30) workdays; or whatever lesser amount complies with applicable regulations;
 - 3. There is no reason to believe the employee will not return to work after having used the leave;
 - 4. The employee has provided administratively acceptable medical documentation of the need for advanced sick leave;
 - 5. The employee is adopting a child, or the employee or family member has a serious health condition, or to make arrangements necessitated by the death of a family member or to attend the funeral of a family member (e.g., spouse, parent, or child); and
 - 6. The employee is not subject to the restrictions of *Section 28.03(C)* above.
- B. Even if all of the conditions above have been met, the Agency may deny advanced sick leave to probationary employees during the first year of their probationary period.
- C. Advanced sick leave is not available for routine medical visits or minor illnesses.
- D. As sick leave is earned by an employee, the earned sick leave will be used to repay any outstanding advanced sick leave balance or the employee can repay it.

Section 28.06

The Agency will treat as confidential any medical information given by an employee in support of a request for sick leave. The Agency may disclose such information subject to its Privacy Act obligations, for work-related reasons on a need to know basis only.

Section 28.07

The Agency will implement this article consistent with 5 C.F.R. § 630.

ARTICLE 29: BEREAVEMENT LEAVE

- A. In accordance with applicable law and regulation the Agency will grant sick leave to an employee to make arrangements necessitated by the death of a family member or attend the funeral/memorial service of a family member.

- B. An employee is entitled to use up to one hundred four (104) hours (13 days) of sick leave each year for such bereavement purposes. For part-time employees, the amount of sick leave is pro-rated in proportion to the average number of hours of work in the employee's scheduled tour of duty each week. For example, an employee who works twenty (20) hours a week may not be granted more than fifty-two (52) hours of sick leave for bereavement purposes.
- C. Normally, absence due to bereavement is charged to sick leave. An employee may not be charged LWOP or have any leave charged against his or her Family and Medical Leave Act (FMLA) entitlement, unless specifically requested by the employee and approved by the Agency.
- D. An employee has the option of using annual leave or LWOP for bereavement purposes.
- E. Family member, for the purposes of bereavement, is defined by applicable law and regulation:
 - 1. Spouse, and parents thereof;
 - 2. Sons and daughters, and spouses thereof;
 - 3. Parents, and spouses thereof;
 - 4. Brothers and sisters, and spouses thereof;
 - 5. Grandparents and grandchildren, and spouses thereof;
 - 6. Domestic partner and parents thereof, including domestic partners of any individual in *items (2) through (5)* of this definition; and
 - 7. Any individual related by blood or affinity whose close association with the employee is equivalent of a family relationship.
- F. The associated definitions for the terms son or daughter, parent, domestic partner, and committed relationship are provided by 5 C.F.R. § 630.201.

ARTICLE 30: FAMILY AND MEDICAL LEAVE ACT (FMLA) AND ABSENCE FOR FAMILY CARE

Section 30.01

The Agency will comply with the current FMLA of 1993 as amended.

Under the FMLA of 1993, most federal employees are entitled to a total of up to twelve (12) workweeks (480 hours) of unpaid leave during any twelve (12)-month period for the following purposes and as amended by OPM:

- A. The birth of a son or daughter of the employee and the care of such son or daughter;
- B. The placement of a son or daughter with the employee for adoption or foster care;
- C. The care of spouse, son, daughter, or parent of the employee who has a serious health condition;
- D. A serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position; or

- E. Any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

Section 30.02

- A. The length of time for an absence due to maternity will be determined by the employee, her supervisor, and her physician. The absence shall not exceed six (6) months after childbirth consistent with workload and staffing needs, unless required by the employee's medical condition. The employee may use a combination of all available leave during the absence from work.
- B. The employee is responsible for requesting FMLA leave in accordance with the procedures outlined for requesting annual or sick leave in the respective articles and notifying the supervisor of their intent to request FMLA, including the type of leave, approximate dates, and anticipated duration. This will allow the supervisor to prepare for any staffing adjustments necessary to compensate for the employee's absence. The Agency will provide and the employee will complete Form WH-380 E (Employee) or WH-380 F (Family) to invoke the use of FMLA.
- C. In accordance with the Rehabilitation Act of 1973, the Agency will make a reasonable effort to accommodate a pregnant employee's request for a modification of duties or a temporary assignment when the request is supported by acceptable medical evidence.

Section 30.03

Consistent with workload and staffing needs and to the extent provided by law, the Agency will consider part-time opportunities for employees who have children under six (6) years of age.

Section 30.04

An employee may substitute paid time off that is annual leave, sick leave (as appropriate), compensatory time off, or credit hours for LWOP.

ARTICLE 31: OTHER ABSENCES

Section 31.01

An excused absence is an approved absence from duty without loss of pay and without charge to leave.

Section 31.02

As a general rule, when the voting polls are not open at least three (3) hours either before or after an employee's regular hours of work, such employee shall be granted an excused absence to vote which will permit the employee to report to work up to three (3) hours after the polls open or leave work up to three (3) hours before the polls close, whichever requires the lesser amount of time. If a manager rejects an employee's request for administrative time off to vote, the matter will immediately be referred to the employee's second-line manager for a determination whether the granting of administrative time off is appropriate.

Section 31.03

Employees are expected to report for work on time and be ready, willing, and able to perform the duties of their position during their assigned tour of duty. Infrequent instances of tardiness of short duration may be excused by the supervisor or designee for good cause. Habitual instances of tardiness may be charged absence without leave (AWOL) as determined by the supervisor or designee.

Section 31.04

Administrative leave may be granted up to four (4) hours of excused absence, for blood donation to an American Red Cross-sponsored event approved by the Agency based upon advanced request and consistent with workload and staffing needs. The Agency shall make reasonable efforts to release employees to donate blood.

Section 31.05

- A. Bone marrow and organ donation is covered by applicable law and regulations.
- B. To request such leave, the employee will provide documentation to their supervisor consistent with the regulatory requirements and this Agreement.

Section 31.06

Employees shall be granted court leave when called to jury duty or when serving as a witness on behalf of the federal, state, or local government.

Section 31.07

- A. If workload permits, employees who are rated fully successful and above may be granted up to eight (8) hours of administrative leave per year to volunteer their time to legitimate public service organizations. Time spent in such activities outside an employee's regular working hours is not hours of work. Excused absences for volunteer activities will be limited to those situations in which the employee's absence, as determined by the Agency, is not specifically prohibited by law and meets at least one of the following criteria:
 - 1. The absence is directly related to the Service's mission;
 - 2. The absence is officially sponsored or sanctioned by the Agency;
 - 3. The absence will clearly enhance the professional development or skills of the employee in their current position; or
 - 4. The Agency determines that the activity is in the best interests of the Service.
- B. If the supervisor determines that workload does not permit participation, an employee's request for excused absence to perform volunteer activities will be submitted to a second level supervisor for review. Denials of such requests cannot be grieved.

Section 31.08

Subject to workload considerations, the Agency may grant an employee up to a total of two (2) hours of administrative leave per calendar year for the purposes of attending an Agency-sponsored health benefits fair, reviewing health benefits information and materials, and seeking

supplemental retirement counseling. The Agency shall make reasonable efforts to release employees for such purposes.

ARTICLE 32: AWARDS

Section 32.01

- A. Each fiscal year, the Agency will grant awards annually in a fair, equitable, and objective manner in accordance with this Agreement and applicable rules and regulations.
- B. The Agency is responsible for reviewing the performance of employees and for identifying employees who have made a special contribution and considering them for awards.
- C. The Agency will provide the Union advance notice, an invitation to attend, and an opportunity to participate at any NPS-wide or NCR-wide award ceremonies.
- D. On an annual basis, the Agency will distribute a minimum of one percent (1.0%) of the total annual bargaining unit salary to eligible bargaining unit employees for the awards program. The total annual bargaining unit salary is determined based on the total bargaining unit payroll at the end of the previous fiscal year. The Agency may reduce or eliminate the above percentage amount only in the event of the following:
 - 1. Budgetary shortfalls mandated by law;
 - 2. A significant, unforeseen adverse event that prevents the expenditure of funds;
 - 3. Costs associated with furloughs, reductions in force, or buyouts; and/or
 - 4. Costs resulting from a hiring freeze (i.e., overtime).
- E. In the event of a reduction to the awards distribution, the Agency will notify the Union prior to implementing any such reduction.

Section 32.02

- A. The Awards program covers both monetary and non-monetary awards for accomplishments made by employees.
- B. On the effective date of this Agreement, the Agency will notify all bargaining unit employees and the Union, through employee bulletins or other appropriate forms, of awards known to the Agency and for which the Agency has the authority to approve. In the event the Agency makes any changes to the available awards offering from the previous year, it will notify the Union that the awards offering has changed.
- C. Such notification will contain, when they exist and are known to the Agency, either a brief explanation of the criteria involved or, when appropriate, a reference to the written instruction containing such criteria.
- D. The Agency will provide the Union a semi-annual list no later than January 30 and July 30 of each year, of all bargaining unit employees who have received performance and/or incentive awards during the periods of July 1-December 30 and January 1-June 30, respectively. The list shall provide the name, position title, grade, and duty location for each employee. The list will indicate whether the award was a TOA, Quality Step Increase, or Cash Award and the amount of time off or cash issued.

Section 32.03

- A. The Agency and the Union agree that the performance awards program applicable to all bargaining unit employees will be provided as follows:
 - 1. Employees who receive a "superior" or "exceptional" summary rating will be eligible to receive either a monetary or time-off Performance Award at the employee's election. All NCRO employees shall receive the same consideration, regardless of Park.
 - 2. Quality step increases (QSI) may be given to employees who receive a summary rating of "Exceptional." To be eligible for a QSI, an employee must demonstrate a continuous level of exceptional performance. QSIs shall be reviewed and approved by an official with authority to do so.
 - 3. Employees who receive a "minimally successful" or "unsatisfactory" summary rating will not be eligible for a Performance Award.
- B. Annually the Agency will provide the Union with an updated copy of the implementation plan developed by the Agency, including the established award ranges and/or amounts.
- C. Performance awards will be issued to employees as timely as possible; however, the Agency will make every reasonable effort not to exceed ninety (90) days after receipt of their annual performance ratings.

Section 32.04

- A. Special Thanks for Achieving Results (STAR) awards are used to recognize noteworthy accomplishments, within or outside the scope of the employee's duties. Employees may also receive STAR awards for contributions to the quality, efficiency, or economy of government operations. Examples of employee achievements that might be considered for these types of awards include:
 - 1. Produces exceptionally high quality work under tight deadlines;
 - 2. Performs added or emergency assignments in addition to their regular duties; or
 - 3. Exercises extraordinary initiative or creativity in addressing a critical need or difficult problem.
- B. STAR awards are limited to a one-time occurrence or special act or for exceptional accomplishments over a period of time. These awards are not related to an employee's performance plan.
- C. STAR awards may be monetary or non-monetary (e.g., time off).

Section 32.05

- A. The purpose of the Time Off Award (TOA) is to increase employee productivity and creativity by rewarding their contributions to the quality, efficiency or economy of government operations. The award is also intended to increase the quality of work life for all employees, as well as encourage and recognize one-time, non-recurring accomplishments above or beyond normal job requirements. Employees may receive a TOA for performance. Examples of employee achievement that might be considered for a time-off incentive award include, but are not limited to:

1. Making a high quality contribution involving a difficult or important project or assignment;
 2. Displaying a special initiative and skill in completing an assignment or project before its deadline;
 3. Using initiative and creativity in making improvements in a product, activity, program, or service;
 4. Ensuring the mission of the unit is accomplished during a difficult period by successfully completing additional work or a project assignment while maintaining the employee's own workload; and
 5. Making a contribution to a project that is more than what is typically expected of an employee in that position.
- B. The above criteria used will apply to all bargaining unit employees regardless of grade or assignment.
- C. The Agency agrees to grant time off to bargaining unit employees on the basis of their performance, in a fair, consistent, and objective manner without discrimination. Where an employee requests time off in lieu of an award, the Agency will grant the request; however, the scheduling and use of time off shall be subject to the same approval process as is used for annual leave as set forth in *Article 27: Annual Leave and Leave Without Pay (LWOP)* of this Agreement.
- D. A TOA provides an employee with an excused absence without charge to leave or loss of pay. All bargaining unit employees shall be eligible for such TOAs.
- E. The receipt of a TOA does not prevent an employee from receiving any other cash or Performance Award for the same performance activity and receiving prior cash or Performance Awards does not prevent granting a TOA.
- F. Each TOA involves a separate act.
- G. In accordance with applicable regulations:
1. A TOA may not be converted to a cash payment under any circumstances.
 2. Employees TOAs are limited to a maximum of forty (40) hours for a single contribution. Employees may not be granted more than eighty (80) hours of TOAs during a single leave year.
 3. The minimum amount of time off for any contribution shall be one (1) hour.
 4. A TOA may be used in single blocks of time or in one (1)-hour increments, subject to approval by the Agency.

Section 32.06

- A. The Department has numerous other types of awards, both monetary and non-monetary, which employees may be nominated as outlined in applicable Agency policies. These awards include honor awards, Service-wide awards, professional awards, etc.

- B. In the event the Agency intends to introduce a new award affecting bargaining unit employees, it shall provide NTEU with notice and an opportunity to bargain the impact and implementation to the extent required by law, rule, and regulation prior to the implementation of any such award.

ARTICLE 33: DETAILS AND SPECIAL ASSIGNMENTS

Section 33.01

- A. A detail is defined as a temporary assignment of an employee to a different position for a specified period with the employee returning to regular duties at the end of the assignment. This includes positions at higher or lower grades. An employee who is on a detail is considered to be permanently occupying his/her regular position and is not required to meet the qualifications of the temporary position.

- B. 5 C.F.R. § 335.103(c)(1) provides:

(1) *Competitive actions.* Except as provided in paragraphs (c)(2) and (3) of this section, competitive procedures in Agency promotion plans apply to all promotions under § 335.102 of this part and to the following actions:

(i) Time-limited promotions under § 335.102(f) of this part for more than 120 days to higher graded positions (prior service during the preceding 12 months under noncompetitive time-limited promotions and noncompetitive details to higher graded positions counts toward the 120-day total). A temporary promotion may be made permanent without further competition provided the temporary promotion was originally made under competitive procedures and the fact that might lead to a permanent promotion was made known to all potential candidates;

(ii) Details for more than 120 days to a higher grade position or to a position with higher promotion potential (prior service during the preceding 12 months under noncompetitive details to higher graded positions and noncompetitive time-limited promotions counts toward the 120-day total);

(iii) Selection for training which is part of an authorized training agreement, part of a promotion program, or required before an employee may be considered for a promotion as specified in §410.302 of this chapter;

(iv) Reassignment or demotion to a position with more promotion potential than a position previously held on a permanent basis in the competitive service (except as permitted by reduction-in-force regulations);

(v) Transfer to a position at a higher grade or with more promotion potential than a position previously held on a permanent basis in the competitive service; and

(vi) Reinstatement to a permanent or temporary position at a higher grade or with more promotion potential than a position previously held on a permanent basis in the competitive service.

- C. If an employee has been assigned higher level duties improperly, the Agency will take such action as necessary to compensate the employee, as permitted by applicable law and regulations.

- D. Details of more than thirty (30) consecutive calendar days will be formally documented by the placement of an SF-50 in the employee's eOPF.
- E. If the Agency determines to rotate employees in and out of positions using a series of details or reassignments which extend for more than sixty (60) consecutive calendar days, the Agency will solicit volunteers from among Park or NCR Region employees possessing the necessary qualifications including but not limited to grade, skill level, and experience requirements.
- F. If there are more qualified employees than there are positions to be filled, the most senior qualified employee, using SCD, who volunteers for such a position shall be selected. Once an employee completes a rotational assignment, he/she will be placed at the bottom of the selection list.
- G. Details of employees will not be made in a manner which conflicts with the provisions of this Agreement.

Section 33.02

Within the National Capital Region, a Park, or the Regional Office:

- A. The Agency may effect details or non-competitive temporary promotions of one hundred twenty (120) days or less from among appropriately qualified employees (to be eligible for a temporary promotion, employees must meet minimum OPM qualifications and time-in-grade requirements).
- B. For permanent employees, volunteers for details of more than sixty (60) consecutive days will be solicited from interested and qualified employees in the order set forth in *Section 33.01(E)* above. If there are too many volunteers, selection will be made in descending order using SCD, unless competitive procedures are used to identify the best qualified candidate. If there are insufficient volunteers, the Agency will select from among appropriately qualified employees in reverse order of SCD.
- C. Volunteers for non-competitive temporary promotions of more than sixty (60) days, but less than one hundred twenty (120) consecutive days will be solicited from interested and qualified employees who meet minimum OPM qualifications and time-in-grade requirements for the temporary promotion. If there are too many volunteers, selection will be made in descending order using SCD.
- D. If the most senior qualified applicant received the same or a similar opportunity within the last twelve (12) months, he/she will be passed over until all other qualified volunteers have been selected.
- E. In cases where the Agency announces, in advance of the solicitation, that it will not pay travel or per diem expenses, consideration will be given to all qualified employees, including those who are willing to take the detail without these costs.

Section 33.03

- A. In the event that the Agency opts to split a detail between two (2) or more employees, all participating employees shall, if applicable, receive the higher rate for the period of time they perform the higher-level duties even if it is less than one hundred twenty (120) days.

- B. When employees in a Park lack the skills and qualifications for a special assignment, the Agency shall announce special assignments NCR-wide. All such special assignments in the NCR Region shall be posted on InsideNPS for at least ten (10) calendar days. Details will be announced in the same manner as special assignments.

Section 33.04

In accordance with the above, the Agency shall provide notice to the Chapter President and all eligible employees of competitive detail opportunities on InsideNPS.

ARTICLE 34: WORK ASSIGNMENTS

Section 34.01

- A. The parties recognize that the workload that employees can manage may depend on such factors as geographic area covered, the type of work assigned, the grade level of work, the volume of work, priority programs, and other assigned duties.
- B. Except in unusual situations, the assignment of work will generally be related to the employee's position (i.e., the position description and qualification standards), taking into account the interests of accomplishing the Agency's mission in an efficient and effective manner. The assignment of work among employees who have the same position description will not be made in such a manner as to give an employee an unfair advantage, nor will the work be unfairly assigned to put an employee at a disadvantage for purposes of appraisals, evaluations, discipline, promotions, awards or other personnel actions.
- C. To the extent possible, employees will be assigned manageable workloads.

Section 34.02

Employees are encouraged to discuss workload issues with their supervisor at any time. If the matter remains unresolved, an employee may submit her/his concerns in writing.

Section 34.03

The parties recognize the importance of developing employees in the performance of all tasks assigned to their positions. Therefore, the Agency will consider employees' requests to enhance their experience in all tasks assigned to their positions. Such requests shall not be limited to those made in an employee's Individual Development Plan (IDP) and may include the opportunity to do higher-graded work for developmental purposes in accordance with this Agreement.

ARTICLE 35: UNIFORMS

Section 35.01

- A. In accordance with OPM regulations, uniform allowances are for the purpose of supplementing the cost of a uniform.
- B. Identified Uniformed Employees:
 - 1. Are required to wear a complete authorized uniform while on duty unless authorized otherwise in writing.

2. Must comply with applicable Service and Park uniform requirements.
- C. The Agency shall provide a uniform allowance as follows:
 1. Full-Time Employees (FTE):
 - a. Uniformed employees shall receive an annual \$500 uniform allowance in their first and second year of service.
 - b. Beginning with the third year of service, uniformed employees shall receive an annual uniform allowance of \$420.
 2. Seasonal Employees:
 - a. Uniformed employees shall receive an annual \$500 uniform allowance in their first and second service year.
 - b. Beginning with the third year of service, employees shall receive a uniform allowance of \$210 per season worked.
- D. Employees serving in a Pathways appointment (or any successor federal student program) or an intern appointment may be entitled to full, partial, or no uniform allowance based on the requirements of the job and as approved on the local level by the Superintendent.
- E. In accordance with National Park Service Reference Manual 43, employees who are required to wear special work apparel or protective clothing or equipment will have these items purchased with appropriated funds. Employees are not required to purchase these items with personal funds or their uniform allowance.
- F. The Agency will make every effort to provide attire in both men's and women's sizes if available.

ARTICLE 36: TEMPORARY AND TERM EMPLOYMENT

Section 36.01

- A. For purposes of this Agreement, a "temporary appointment" is for a period not to exceed one (1) year or not to exceed one thousand forty (1,040) hours in one (1) year for the same appointment. A "term appointment" is for a period of one (1) year or more, when the needs of the Service so require and the employment need will last for a limited period of four (4) years or less.
- B. Career seasonal employment means annually recurring periods of work of less than twelve (12) months each year. Career seasonal employees are permanent employees who are placed in non-duty/non-pay status and recalled to duty in accordance with pre-established conditions of employment.
- C. Intermittent employment means employment without a regularly scheduled tour of duty.

Section 36.02

When employees are given time-limited appointments, they will be advised on the Notice of Personnel Action form (SF-50) of the specific "not to exceed" duration of the appointment (referred to in this article as the "anticipated expiration date" of the appointment).

Section 36.03

- A. Temporary employees may be used to fill in for employees on leave or to fill seasonal or intermittent needs, including for specific projects, new initiatives, and unanticipated demands.
- B. Temporary and term employees may be converted to permanent status subject to competition under applicable law and regulation.

Section 36.04

The employment of a term employee ends automatically on the anticipated expiration date of her/his term appointment (as stated on the SF-50), unless the employee was separated prior to that date. Upon completion of a one (1)-year trial period, term employees in competitive appointments who are involuntarily separated prior to the anticipated expiration date of their appointment, for reasons other than completion of the project or lack of work, are entitled to the Adverse Action or unacceptable Performance Action appeal procedures of this Agreement during the remainder of their term appointment.

Section 36.05

- A. A temporary employee's appointment may be terminated before the anticipated expiration date of her/his appointment (as stated on the SF-50) due to reasons including, but not limited to, lack of funds, lack of work, or for cause. Where possible, these temporary employees will be given two (2) weeks' advance notice prior to the termination of their appointment. Termination for cause may be effectuated without any advance notice.
- B. Any termination will be reflected in a written notice (as stated on the SF-50), setting forth the reasons for the action and applicable appeal rights, and notifying the temporary employee of her/his option to resign. A temporary employee may resign at any time. A temporary employee may not grieve her/his termination under the Negotiated Grievance Procedure unless a prohibited personnel practice is alleged.

Section 36.06

Where there is continuous work to justify the continuous employment of one (1) or more term employees for periods exceeding four (4) years, the Agency may compete the position(s) to career/career conditional appointment subject to applicable laws and regulations.

Section 36.07

The Agency may provide training to temporary and term employees for the purpose of performing required job duties.

Section 36.08

The Agency shall provide a temporary employee notice of release, as soon as practicable. In addition, the Agency will notify these employees of return to duty prior to date of return to duty date. The Agency shall notify employees by email or telephonically. It is the responsibility of the employee to provide the Agency with a current contact or email address and telephone number.

ARTICLE 37: PROBATIONARY EMPLOYEES

Section 37.01

- A. The termination of a probationary employee is not subject to the grievance or arbitration provisions of this Agreement.
- B. Employees in the competitive service serve a probationary period of twelve (12) months. However, a probationary employee may be terminated at any time during the period. During the probationary period, the employee's conduct and performance in fulfilling the duties of their position will be observed, and the employee may be separated from the Service in accordance with law and applicable regulations.

Section 37.02

In accordance with 5 C.F.R. § 315.805, when an agency proposes to terminate an employee serving a probationary or trial period for reasons based in whole or in part on conditions arising before their appointment, the employee shall be entitled to the following:

- A. Advance written notice stating the reasons, specifically and in detail, for the proposed action, including copies of all documents relied on to make the decision.
- B. Reasonable time for filing a written response to the notice of proposed adverse action and for furnishing evidence in support of his/her response. If the employee files a written response, the Agency shall consider the employee's response in reaching its decision.
- C. Notification of the Agency's decision at the earliest practicable date, but at least five (5) workdays prior to the time the action will be made effective. The notice shall be in writing, inform the employee of the reasons for the action, inform the employee of their right to appeal to the MSPB, and inform him/her of the time limit within which the appeal must be submitted as provided in 5 C.F.R. § 315.806(d).

Section 37.03

All notices to separate a probationer will contain a statement concerning the employee's right to appeal, in accordance with law and regulation, to the MSPB, EEOC, or other federal agencies, if the claim is within its jurisdiction.

Section 37.04

Prior to receiving notice of termination, probationary employees may choose, up to the effective date of their termination, to submit a letter reflecting a voluntary resignation.

Section 37.05

If performance issues arise during the probationary period, the supervisor shall raise any such issues with the employee in order to improve the employee's performance.

ARTICLE 38: PART-TIME EMPLOYMENT

Section 38.01

- A. Part-time employment is defined by 5 C.F.R. § 340.
1. Employees may request approval to work a part-time schedule on a temporary or on-going basis. A part-time schedule shall consist of sixteen (16) to thirty-two (32) hours per week. Part-time employees must be scheduled in a pay status every pay period, unless another arrangement has been made. The employee may indicate in her/his request the number of hours and days per week he/she is requesting to work under the part-time schedule, and the length of time he/she wants to work this schedule.
 2. Employee requests will be considered fairly and equitably in accordance with the standards set forth herein. The Agency's decision to approve or deny an employee's requested part-time schedule will be based on the Agency's mission requirements.
 3. If the Agency determines to convert a full-time position to a part-time position, the affected employee's rights under applicable laws and regulations will be applied.
- B. Part-time employment will be considered at all grade levels.

Section 38.02

Part-time employees are not precluded from being promoted on a noncompetitive basis within the career ladder or selected for promotion through competition. Part-time employees are eligible for career ladder promotions subject to applicable qualifications requirements and the ability to perform at the next higher grade.

Section 38.03

- A. A full-time employee will not be required to accept part-time employment as a condition of continued employment. Other than in a RIF, a part-time employee will not be separated to make the position available to a full-time employee.
- B. A part-time employee will receive service credit in accordance with applicable laws and regulations.
- C. A part-time employee is relieved from duty without charge to leave on the designated or "in lieu of" holidays of full-time employees if that day is part of the part-time employee's regular work schedule.
- D. Before an employee is assigned to a part-time position, the Agency will inform the employee of the impact of this assignment on the following: retirement, RIF, health and life insurance, leave accruals, and qualifications for promotion.

ARTICLE 39: REASSIGNMENTS

Section 39.01

- A. A "reassignment" is defined as any change from one position to another without promotion or change to a lower grade. The Agency may direct a reassignment as an exception to *Section 39.02* below when required by law, regulation, budget, to settle an outstanding EEO or other case, or other legitimate reason.

- B. The parties shall work together to minimize the adverse impact on employees involuntarily reassigned/realigned under this article.

Section 39.02

When it is determined that a need exists to reassign employees, outside their assigned division within the organizational unit (Park/NCR), the Agency will utilize the following procedures:

- A. Contact all employees in the division at the required grade level who may possess the knowledge, skills and abilities for the position(s) to be filled to determine which of those employees wish to be considered for voluntary reassignment to the designated position(s).
- B. In the event there are more qualified volunteers than the Agency needs, volunteers will be selected in order of SCD.
- C. If there are insufficient volunteers to meet the needs, the Agency will utilize an involuntary reassignment procedure whereby the least senior qualified employee, based on SCD will be reassigned.

Section 39.03

An employee reassigned to a different position will be given a reasonable period of on-the-job acclimation during which to become proficient in the new position. An employee may request a transfer to the same or similar job in a different location, whether or not a vacancy or imbalance exists. The employee shall contact the office where the employee wishes to transfer and advise that office of the employee's wish to transfer there. The employee will be notified as to any disposition of her/his request.

Section 39.04

In all cases of employee reassignments, within the bargaining unit, employees will receive all appropriate entitlements under the relevant travel regulation. Depending on the circumstances, in cases of involuntary reassignments, the Agency shall provide the impacted employee as much notice as possible of a reassignment requiring a change in duty station.

Section 39.05

The provisions of this article shall not apply to any reassignment resulting from a major reorganization, restructuring, re-engineering of divisions and/or office, or from the closing of an office. In such cases, the Agency agrees to provide the Union with advance notice and an opportunity to bargain in accordance with the requirements of *Article 9: Mid-term Negotiations* and law.

Section 39.06

A. Hardship Relocations:

1. The Agency shall consider, consistent with workload needs, relocating an employee, within the bargaining unit, demonstrating a hardship that can be relieved by a relocation.
2. Hardship relocation generally does not apply to positions to be filled on a temporary basis.

3. Employees requesting a hardship relocation will be eligible for positions, within the bargaining unit, to be permanently filled at the same or lower grade for which they meet OPM qualifications and selective placement factors.
 4. Costs associated in a hardship relocation will be at the employee's expense.
- B. Situations may arise wherein the Agency may attempt to accommodate a hardship-eligible employee by offering assignment to a position in another series when it is determined by the Agency that the employee is minimally qualified for the position, can readily perform the work, and there is no vacancy in the employee's current series, provided that there is no hardship-eligible employee currently in the series who would be affected.
 - C. The employee must provide acceptable documentation concerning the situation or condition that gave rise to the hardship request.
 - D. Upon submission of the hardship request, the Agency will process the request as soon as practicable, but generally not more than thirty (30) calendar days.
 - E. Employees will not be eligible for hardship reassignment if they are not performing at a fully successful level or above or if they were the subject of a misconduct action, within the preceding twelve (12) months, or are a part of an ongoing misconduct investigation.
 - F. The NCR will forward hardship relocation requests for positions outside of NCR to the appropriate NPS Region for consideration.

Section 39.07

Employees may volunteer for relocation under this section to any bargaining unit position for which he/she qualified.

ARTICLE 40: RESIGNATIONS

Section 40.01

- A. The questions whether, and on what date, to resign are voluntary matters of free choice for each employee. When an employee is faced with the prospect of an Agency-initiated action such as termination or removal, the employee shall have the right to resign, if the employee chooses, and make the resignation effective at any time prior to the effective date of the Agency's action. An employee may consult with a Union representative prior to making a decision to resign. Except as otherwise provided in law, rule, and regulation, when authorized by a settlement agreement, the employee's record shall only state that he/she resigned; no reference shall be made to such action occurring "for cause" when an employee voluntarily resigns. Resignations shall not be secured by coercive or deceptive means.
- B. An employee may request to withdraw a resignation at any time prior to its effective date, provided the withdrawal is communicated to the Agency in writing. The Agency may deny the withdrawal request before its effective date only for legitimate reasons including, but not limited to, administrative disruption or the hiring of a replacement or a valid commitment to hire a replacement. Avoidance of an adverse action proceeding is not a legitimate reason to deny the withdrawal. The denial and the reasons for the denial will be communicated to the employee.

- C. If the Agency has committed to hire or has hired a replacement, the Agency will consider granting the withdrawal of the resignation application if a position in the employee's same grade and series, including any special skills (if applicable), and commuting area becomes vacant prior to the effective date.
- D. An employee who resigns shall be eligible to be rehired.

ARTICLE 41: WORKERS COMPENSATION

Section 41.01

Employee(s) and/or witness(es) should report all on-the-job injuries immediately or as soon as possible to the Agency.

Section 41.02

The Agency will provide the employee or her/his representative (upon designation by the employee in writing to the supervisor) the proper form(s) in paper or electronic format and assistance required for medical treatment and/or claim for benefits to be filed with the Office of Workers' Compensation.

Section 41.03

The Agency will provide employees or their representatives (upon designation by the employee in writing to the supervisor) access to documents concerning workers' compensation benefits available, as well as procedures for filing for benefits.

Section 41.04

At the time an on-the-job injury or illness occurs, the Agency will assist an employee to get necessary emergency or appropriate medical treatment.

Section 41.05

The Agency will counsel an injured or ill employee on options, compensation benefits, and/or types of leave when the injury or illness causes an absence of more than three (3) consecutive days.

Section 41.06

The Agency shall counsel a disabled employee on all aspects of disability retirement while an Office of Workers' Compensation Program (OWCP) claim is pending and shall do so upon request of the employee. When an employee has been on workers' compensation benefits (OWCP) for over one (1) year with no anticipated return to full duty, the Agency will provide him/her with possible options, such as disability retirement, resignation, or removal from federal service.

ARTICLE 42: RETIREMENT

Section 42.01

The Agency agrees that employees covered under Civil Service Retirement System (CSRS), CSRS Offset, Federal Employees Retirement System (FERS) and/or Social Security, and who are eligible to retire within five (5) years, will be given an opportunity to voluntarily participate

in the Agency-approved Pre-Retirement Planning Seminar as part of their training and development, at no cost to the employee.

Section 42.02

The Agency agrees to continue its practice of providing a Personal Benefits Statement to individual employees on an annual basis.

Section 42.03

An employee may withdraw a retirement or resignation application at any time prior to its effective date provided:

- A. The withdrawal is communicated in writing to the Agency; and
- B. The withdrawal would not result in administrative disruption, such as commitment by the Agency to fill the position of the retiring/employee to any specific person.

Section 42.04

If the Agency has committed to hire or has hired a replacement, the Agency will consider granting the withdrawal of the retirement application if a position in the employee's same grade and series, including any special skills (if applicable), and commuting area becomes vacant prior to the effective date.

ARTICLE 43: PARKING

Section 43.01

- A. Disabled employees will have priority for parking spaces at all times.
- B. The Agency will set aside a number of designated parking spaces for employees working evening shifts.

Section 43.02

The parties agree that when an office that has provided free or subsidized employee parking is relocated, the Agency will include equivalent parking in the request for space submitted to General Services Administration (GSA).

Section 43.03

- A. During special events that require the temporary elimination of bargaining unit employee parking spots, the Agency will make reasonable efforts to provide alternate parking and transportation to and from the worksite, at no cost to the employee.
- B. Permanent employees will have priority for the parking spaces that are proximate to the worksite in parks where there are more than one (1) parking facility and/or location.

Section 43.04

- A. When parking issues arise, the parties are encouraged to discuss them in the labor-management cooperation forum.

- B. In the event that the number of parking spaces available to the Agency increases during the term of this Agreement, the Agency will provide NTEU with notice and the opportunity to bargain to the extent required by law, regulation, and this Agreement.

Section 43.05

NTEU representatives may request visitor parking passes for matters regarding employee representation.

ARTICLE 44: TELEWORK

Section 44.01

An employee's official duty station is her/his official workplace. Use of a workplace other than the official workplace requires approval under Agency policy. The Agency encourages the use of alternative workplaces, including telework when consistent with the work to be performed, the mission of the Agency and the needs of the individual employee's organization. Employee participation in the telework program is voluntary and the Agency shall not compel an employee's participation. The telework program is governed by the Telework Enhancement Act of 2010 and applicable law, rule, regulation, and policy consistent with this Agreement.

Section 44.02

Employees may request to telework for up to three (3) days per workweek.

Section 44.03

- A. All employees whose position is eligible for telework may apply for telework unless they:
 - 1. Have been officially disciplined for being absent without permission for more than five (5) days for any calendar year; or
 - 2. Have been officially disciplined for violation of subpart G of the Standards of Ethical Conduct of Employees of the Executive branch for reviewing, downloading, or exchanging pornography, including child pornography on a federal computer or while performing Federal Government duties; or
 - 3. Have less than a fully successful (satisfactory) performance rating at any time during the rating period and have been formally notified.
- B. An employee who wishes to telework will initiate a request to telework through her/his immediate supervisor and may do so at any time. The employee will submit the appropriate forms and take the required annual training to participate in the telework program.
- C. Upon receipt of the request, the supervisor or designee will evaluate the employee's and position's suitability for participating in the program. The supervisor will review the application form with the employee and will approve or disapprove the telework request within fourteen (14) calendar days. In the case of the denial of a request to telework, the supervisor will provide a written explanation on the form of the reasons for the denial.
- D. If approved, the employee and supervisor or designee will enter into a telework agreement. The Agency will retain the completed and signed agreement. A copy will be provided to the employee.

Section 44.04

- A. Telework policies and procedures may have no impact on the current work schedule provisions governing covered employees. Employee teleworkers will work tours of duty that are consistent with their tour of duty at their Agency workplace. Supervisors or designees will approve telework schedules in advance to ensure that the employee's time and attendance can be properly certified and to preclude any liability for premium or overtime pay. An employee already on a flexible schedule may vary his/her start and/or stop time with supervisory approval. An employee working a compressed schedule (e.g., 5-4-9, 4-10) is not eligible to vary start and/or stop times.
- B. Time and attendance reporting procedures will remain the same for employees who telework. Employees will document days and hours spent teleworking by entering the appropriate codes on their electronic time sheet each pay period.
- C. During the regular duty hours, absences from the alternative work site (e.g., visits on official business to attend meetings or use of annual or sick leave) will be coordinated with and approved by the supervisor or designee at the earliest time practicable.
- D. All rules governing premium pay apply to teleworkers. Employees will receive overtime or compensatory time off, when ordered and approved in advance, by the supervisor or designee, in accordance with *Article 25: Overtime and Compensatory Time*.
- E. Employees are expected to attend training, mandatory meetings, meetings where in-person attendance is essential, and workshops at the office or other sites regardless of whether they are working within their approved telework location.

Section 44.05

- A. Intermittent telework is a flexible workplace arrangement that may be approved on a short-term basis for a work situation of limited duration (one (1) to five (5) days) when an employee has a telework agreement in place. Intermittent telework must be approved in advance by the supervisor or designee. Examples of intermittent telework include telework as a result of inclement weather or special work assignments.
- B. Consideration will be given to Ranger requests for intermittent telework to conduct research, participate in mandatory training, complete coursework, and/or perform collateral duties. The parties understand that Ranger availability for coverage on short notice may limit his/her eligibility to telework.

Section 44.06

- A. Employees who are approved to be teleworkers will use a government-issued laptop computer, configured in accordance with specifications established by the Agency, if available. Agency-provided equipment must not be altered or upgraded in any way except by Information Technology staff. The Agency will not be liable for damages to an employee's personal or real property while the employee is working at the telework site. Employees will comply with the applicable Agency Information Technology Policies when working at a telework site.
- B. If there is a problem with the hardware or software applications on the teleworking equipment, the employee is required to contact their immediate supervisor or designee to

report the problem. Support may be provided via the telephone during normal business hours. Teleworkers should not expect after-hours and weekend support. If the problem cannot be resolved over the telephone, the employee is required to bring the equipment on-site the next workday so that the problem can be resolved. The employee will report to work at the designated work site (local Park, Regional office) until the computer equipment is repaired and available for use at the telework site.

- C. Approved teleworkers will be required to obtain and maintain internet access through an internet service provider. Access and use of any Agency equipment, software, or internet connection is subject to applicable Agency policies.
- D. Employees need to ensure that they can receive telephone calls while working at the telework site, including during those times the employee is utilizing the internet access. While teleworking, an employee must be able to be reached at the phone number provided in the telework agreement during their hours of duty.
- E. Teleworkers will ensure that all Agency records and information (electronic and hard copy) are protected under the terms of the Privacy Act and Agency information security requirements.
- F. Teleworkers are responsible for taking reasonable precautions in preventing any loss or damage to equipment issued to them.

Section 44.07

If an employee is teleworking and the regular duty station closes due to an emergency situation on the telework day, the teleworker will continue to work until the end of the scheduled workday. If there is an emergency situation (e.g. inclement weather or power outage) at the telework site when the employee is teleworking and the employee's main office is closed due to the emergency situation, the employee may request Weather and Safety Leave in accordance with the Administrative Leave Act of 2016. If there is an emergency situation at the telework site when the employee is teleworking and the employee's main office remains open, the employee may return to the main office or request appropriate leave. Whether an emergency situation exists is the exclusive determination of the Agency.

Section 44.08

Employees understand they are covered under the Federal Employee's Compensation Act if injured in the course of actually performing official duties at the regular office or the telework site. The employee agrees to notify the supervisor as soon as practicable usually within twenty-four (24) hours of any accident or injury that occurs at the telework site and to complete any required forms. The supervisor or designee will investigate such a report as required by the regulations of the Office of Worker's Compensation and Agency Policy. The government will not be liable for damages to an employee's personal or real property during the course of performance of official duties or while using government equipment in the employee's telework site, except to the extent the government is held liable by Federal Tort Claims Act claims or claims arising under the Military Personnel and Civilian Employees Claims Act. Matters arising under this section are not grievable nor are they arbitrable under this Agreement.

ARTICLE 45: EQUIPMENT

Section 45.01

- A. The Agency will provide each employee with all equipment it determines necessary to facilitate successful completion of tasks outlined in the employee position description and performance plan.
- B. Take-home government vehicles (law enforcement) are at the discretion of the Agency. Only if the Agency determines on a case by case basis it would be more cost effective and meets the mission critical needs of the service, a Park Ranger (LE) may be permitted to take home a government vehicle in compliance with NPS Regulations NPS-44 and Federal Management Regulations (FMR) 102-5. The Agency may revoke the authorization to use a government vehicle for home to work transportation at any time.

ARTICLE 46: OUTSIDE WORK OR ACTIVITY

Section 46.01

- A. Outside work or activities are permitted unless they are prohibited by statute or regulation, or would require (to avoid a conflict of interest) the employee's disqualification from matters central or critical to the performance of his or her official duties.
- B. Employees shall obtain written approval from a DOI or NPS ethics Counselor before engaging in outside paid or unpaid work with a prohibited source as defined by 5 C.F.R. § 2635.203.
- C. Employees will not engage in any outside work or activity in which they are identified as an NPS employee or which requires an employee to wear an NPS uniform or clothing, badge or insignia, or any other item that identifies the individual as an NPS employee, without obtaining prior approval from NPS. All outside work must take place outside official duty hours or while on authorized leave.
- D. Teaching, speaking, and writing as part of outside work or activity must be in compliance with 5 C.F.R. § 2635.807; § 3501.105; the current DOI Ethics guide and NPS Ethics policies; and this Agreement. Employees are encouraged to consult with the NPS ethics counselor prior to engaging in teaching, speaking, and writing work or activity.
- E. Should the Agency issue any supplemental standards, it will notify the Union and negotiate as appropriate prior to effectuating the proposed standards.
- F. Consistent with 5 C.F.R. § 2635, disciplinary action will not be taken against an employee who has engaged in outside work or activity in good faith reliance upon the advice of the ethics official, provided that the employee, in seeking such advice, has made full disclosure of all relevant circumstances.
- G. If it is later determined the previously approved outside work or activity is in violation of law or regulation or it is a conflict of interest, the employee will be given notice in writing to cease such employment immediately, but no later than fifteen (15) calendar days from receipt of the notice.

- H. Upon notification of a violation of a prohibition contained in law, or the determination that relevant facts were withheld by the employee at the time the employee sought ethics advice (and the non-disclosed facts would have resulted in different advice provided to the employee), the employee will immediately cease the outside work or activity.
- I. When an employee knows or believes a change in the assigned duties or other changes may have a material impact on the advice previously provided by the ethics counselor, the employee shall submit an updated request for approval to engage in the outside work or activity within seven (7) calendar days. And if the request is disapproved, the employee will cease such work or outside activity immediately, but not later than fifteen (15) calendar days.

Section 46.02

- A. The Agency will approve or disapprove an employee's request to engage in outside work or activity as soon as practicable, but not later than fourteen (14) calendar days from receipt of the employee's request or fourteen (14) calendar days from the receipt of additional information requested by the Agency. If a request is disapproved, the Agency will provide the employee with a written narrative explanation, setting forth the reason(s) for the disapproval. The written narrative explanation is in addition to the NPS Ethics form. If a response is not received within the period prescribed, the request will be considered denied and be subject to the negotiated grievance procedure.
- B. A denial of a request to engage in outside work or activity may be grieved in accordance with this Agreement.

ARTICLE 47: DRUG TESTING

Section 47.01

- A. All collection and drug testing conducted by the Agency shall be done in accordance with applicable law and government-wide rules and regulations.
- B. On a semi-annual basis, the Agency shall provide the NTEU Chapter President (or his/her designee) the following information on the random drug testing of bargaining unit employees: the number of employees tested, the organizational entity/Park, and the employees' positions. The report shall also provide the dates the employees were tested, excluding information regarding subsequent tests for employees who have tested positive.

ARTICLE 48: TRAVEL AND PER DIEM

Section 48.01

- A. The Agency agrees to schedule travel during the regular work hours and workweek of the employee, to the maximum extent practicable. Employees may travel on their own time if they so choose and if authorized by the Agency. The time spent traveling outside the established workday results in the travel being considered hours of work for non-exempt employees, and is compensable, if it meets the appropriate provisions of Title 29 of the FLSA (e.g., travel results from an event which cannot be scheduled or controlled administratively).
- B. Employees traveling on their own time, at their option, are responsible for any additional costs resulting from travel deviations.

Section 48.02

If circumstances require an employee's attendance at a temporary duty station at a time too early to permit travel on that day during the employee's regularly scheduled working hours, the employee may, with supervisory approval, travel during regularly scheduled hours on the preceding day. With supervisory approval, if the preceding day is a non-workday, an employee may travel during the regularly scheduled hours on the last workday preceding the non-workday. If an employee chooses to do so, subsistence reimbursement and use of the government travel card will be limited to what the employee would have been entitled to if traveling on a non-workday.

Section 48.03

- A. Employees who are unable to return from temporary duty stations during normal duty hours may, with supervisory approval, return that evening or the following day during normal duty hours. An employee electing to travel the next day should return at the earliest practicable opportunity during the regularly scheduled hours of work.
- B. If the scheduling of a meeting is within the control of the Agency, and it is administratively feasible, the Agency will attempt to reschedule the meeting to avoid required travel on non-workdays. Emergency travel can be required on non-workdays.

Section 48.04

If employees are required to travel, the Agency will provide employees with as much advance notice as reasonably possible.

Section 48.05

In cases of emergency travel, an employee is expected to use the government-issued individual travel card to cover necessary official travel expenses. The Agency will accommodate a traveler who does not have a travel card through a cash advance or other government-provided means to avoid having an employee use personal funds to cover official travel expenses.

Section 48.06

- A. The Agency agrees to reimburse employees when in a travel status for authorized expenses incurred by them in the discharge of their official duties to the extent allowable by law and government-wide regulation.
- B. Official travel generally begins when the employee leaves home, the office, or other authorized point of departure and ends when the employee returns home, to the office, or the other authorized point of departure.
- C. A per diem allowance will not be allowed for travel within the employee's commuting area.

Section 48.07

When a privately owned vehicle is used for official business, the employee providing such automobile will be reimbursed in accordance with government travel regulations. In no case may an employee be required to use her/his privately owned vehicle in connection with official business.

Section 48.08

When an employee in a travel status becomes ill and is expected to remain so for any significant length of time, the Agency will cover all normal travel expenses in connection with returning that employee to her/his normal post-of-duty area as promptly as possible.

Section 48.09

- A. Time spent traveling will be considered hours of work and therefore compensable for employees non-exempt from the FLSA if:
 - 1. An employee is required to travel during regular working hours;
 - 2. An employee is required to drive a vehicle or perform other work while traveling;
 - 3. An employee is required to travel as a passenger on a one (1)-day assignment away from the official duty station; or
 - 4. An employee is required to travel as a passenger on an overnight assignment away from the official duty station during hours on non-workdays that correspond to the employee's regular working hours.
- B. Time spent in a travel status away from the official duty station for employees exempt from the FLSA shall be deemed employment only when:
 - 1. It is within her/his regularly scheduled administrative workweek, including regular overtime work; or
 - 2. The travel:
 - a. Involves the performance of work while traveling;
 - b. Is incident to travel that involves the performance of work while traveling (e.g., deadhead travel in order to drive an empty truck back to the point of origin); or
 - 3. The travel is carried out under arduous conditions (e.g., traveling by foot, on horseback, or over rugged terrain in the back of a vehicle); or
 - 4. The travel results from an event that could not be scheduled or controlled administratively, including travel by an employee to such an event and the return of such employee from such an event to her/his official duty station (e.g., training scheduled solely by a private firm or job-related court appearance required by a court subpoena).

Section 48.10

- A. A copy of official NPS travel regulations and/or guidelines and GSA travel regulations will be made accessible to employees on the Agency's Intranet site. These guidelines will include the appropriate use of government credit cards. All such regulations and guidelines will be explained to the employees upon request. The Agency agrees to provide the Union notice of changes to government travel regulations in accordance with *Article 9:Mid-term Negotiations*.
- B. At an employee's request, the Agency shall provide training on the proper use of the Agency's travel system.

Section 48.11

Pursuant to 5 U.S.C. § 5403, which authorizes an agency to pay a cash award for “efficiency” or “economy,” to any employee who, through their actions while in travel status, causes the Agency to realize a travel savings (e.g., employee stays at a hotel for less than the government rate, uses frequent flyer miles to purchase government air travel, etc.). The employee will share the savings equally with the Agency. The parties mutually agree to meet and discuss implementation of this program in accordance with *Article 9: Mid-term Negotiations* within sixty (60) days of the effective date of this Agreement.

Section 48.12

If in any fiscal year under this Agreement, there is an increase in travel costs of ten percent (10%) or more, the Agency will notify the Union and the parties will discuss any issues that may arise due to the increase in travel via the Labor Management Relations Committee.

ARTICLE 49: CONTRACTING OUT AND WORK JURISDICTION

Section 49.01

The Agency’s contracting-out practices will conform to applicable law, rule and government-wide regulations.

Section 49.02

- A. If the Agency decides to contract out work that may result in the loss of work normally performed by bargaining unit employees, which is not otherwise covered by A-76, the Agency will notify National NTEU and bargain to the extent required by law and this Agreement. If available, the Agency will provide the following information to National NTEU:
1. The name of the contract;
 2. The method by which the contract was awarded (e.g., sole source or competitive bid);
 3. The name of the contractor;
 4. The location of the work;
 5. The nature of the work;
 6. The performance standards of the contract;
 7. If applicable, the annual cost of such work when performed by NCR employees; and
 8. The original cost of the contract and the final cost.
- B. The Agency shall provide NTEU a copy of each Request for Proposal (RFP) within fifteen (15) days of issuance for any solicitation of services that may result in the loss of work normally performed by bargaining unit employees, which is not otherwise covered by A-76.

ARTICLE 50: TRAINING

Section 50.01

- A. The Agency agrees to provide employees with training necessary to assist employees in the performance of official duties, subject to budgetary and workload considerations.
- B. The Agency recognizes that training for staff consists of participation in conferences, workshops and other activities in which employees share their own work and are exposed to the current scholarship in their fields. Therefore, the Agency encourages employees to participate in professional activities of their occupation. The Agency will give consideration to requests for duty time, use of earned credit hours or compensatory time, as appropriate, to participate in training, professional meetings, professional development, conferences, or continuing education courses.

Section 50.02

The Agency will work with each employee in the development of a written Individual Development Plan (IDP) to enhance the employee's development in her/his current position. This plan will identify development needs and suggested activities to meet those needs. Such activities may include: formal classroom training, on-the-job training, self-study, developmental job assignments, and other activities that are appropriate and consistent with the NPS Training and Development Policy. When working with the employee in preparing the employee's IDP and at other times, the Agency will counsel employees and provide feedback concerning their goals, objectives, knowledge and skills, and development activities. When an employee learns of a training opportunity in which he/she is interested, the employee should discuss the opportunity with the supervisor and document such training requests in mid-year and end-of-year evaluations.

Section 50.03

This section addresses training courses/conferences requests not specifically related to an employee's position or IDP but furthering an Agency goal. The Agency will consider such factors in selection of attendees, including but not limited to:

- A. Workload and mission requirements;
- B. Whether an employee has made a request or requests for particular training or to attend a training conference;
- C. The value of the conference/course offering to the employee and employing organization;
- D. The extent to which the employee has not had the opportunity to attend similar course/conferences in the past;
- E. Whether the employee is an officer or member of the organization presenting the conference/course;
- F. The extent to which the employee can share/disseminate materials and information from the conference/course upon returning to the duty station, through formal and informal channels.

Section 50.04

- A. Notice of training opportunities generally applicable to employees in the work unit will be made available to employees. Employees have an individual responsibility for researching training opportunities that can increase their potential or enhance their opportunity for advancement.
- B. When new technology or equipment is introduced that creates the need for different knowledge, skills, or abilities, the Agency agrees to provide training to those employees affected, within budgetary limitations. In the event the Agency introduces new technology that substantively changes usage and the Agency has determined training is necessary, if the Agency does not provide training, employees shall not be assessed on competencies related to the use of such technology, until training is received.

Section 50.05

- A. All training and related expenses should be submitted, approved and authorized at least ten (10) working days in advance of the starting date of the training. Additional unanticipated appropriate and necessary costs related to training expenses may be submitted to the Agency for consideration for approval (e.g., tuition, books, appropriate fees, etc.).
- B. Once an employee is authorized/approved for a training program, the training course/program is a work assignment.
- C. Employees who fail to satisfactorily complete training for which the costs have been approved and authorized by the Agency will reimburse the Agency for all tuition and related expenses that it incurred for such training. If the reason for non-completion of the training is beyond the employee's control, the Agency will waive this requirement.
- D. An employee who is unable to attend training for which he/she has been authorized shall inform the Agency of her/his inability to complete the training as soon as possible after becoming aware of the impediment to attendance. If the Agency is unable to obtain a refund of fees paid or substitute another employee, *Section 50.05(C)* above applies.

Section 50.06

In situations when an employee may be promoted based on attendance or satisfactory completion of a training program, competitive procedures shall be applied as required.

Section 50.07

The Agency agrees to continue the use of counseling techniques to assist employees in improving their current level of performance and individual development.

Section 50.08

- A. The Agency shall provide certification training to employees on the use of equipment when required.
- B. The Agency shall provide the requisite certification/recertification training for collateral duties related to firefighting, Emergency Medical Services (EMS), and Search and Rescue (SAR).

Section 50.09

Management shall maintain training records for required training not tracked by DOI Learn.

ARTICLE 51: PATHWAYS PROGRAM

Section 51.01

The Agency shall use the Pathways Program or any successor federal student program in a manner consistent with the program's purpose and provide career advancement opportunities (e.g., conversions) for employees who participate in the program.

ARTICLE 52: DUES WITHOLDING

Section 52.01

- A. This article is for the purpose of determining the process for the voluntary allotment of Union dues through biweekly payroll deduction(s).
- B. This article covers all eligible employees:
 - 1. Who are members in good standing of the Union;
 - 2. Who have voluntarily completed Standard Form 1187, Request for Payroll Deduction for Labor Organization Dues; and
 - 3. Who receive compensation sufficient to cover the total amount of the allotment.
- C. The Agency shall automatically withhold, on a biweekly basis, the appropriate amount of dues from any bargaining unit employee who has submitted an SF-1187.

Section 52.02

Certification and remittance procedures shall be as follows:

- A. Dues will be wire transferred to the bank account designated by the Union;
- B. Electronic files will be securely transmitted to the Administrative Controller, National Treasury Employees Union, 1750 H St., NW, Washington, DC 20006; and
- C. The Union's National President or a chapter officer who has submitted proper notification to the servicing personnel office is authorized to make the necessary certification of SF-1187.

Section 52.03

The Union will:

- A. Inform and educate its members on the voluntary nature of the system for allotment of Union dues, including the conditions under which the allotment may be revoked;
- B. Purchase and distribute Form SF-1187;
- C. Inform the Agency of changes in the certification and remittance procedures;
- D. Forward properly executed and certified SF-1187s and SF-1188s to Agency on a timely basis;

- E. Forward an employee's revocation (SF-1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues) to the Agency on a timely basis when such revocation is submitted to the Union;
- F. Inform the Agency of the name of any participating employee who has been expelled or ceases to be a member in good standing in the Union within ten (10) calendar days of the date of such final determination; and
- G. Inform the Agency of any change in the formula for membership dues and provide updated electronic calculation tables to be used in processing dues withholding.

Section 52.04

The Agency is responsible for processing voluntary allotment of dues in accordance with this article. The Agency will:

- A. Upon receipt of a properly certified SF-1187 or SF-1188, verify receipt by email to the NTEU Chapter President.
- B. Withhold dues on a biweekly basis;
- C. Provide to the Union or designee biweekly, generally within six (6) calendar days of the close of a pay calculation, remittances and reports as follows:
 - 1. Transmit to the Union the total amount deducted for all employees and total amount remitted to the Union;
 - 2. Remittance will be made per pay period and directly to the Administrative Controller, National Treasury Employees Union, located at 1750 H Street, N.W., Washington, D.C. 20006.
 - 3. The Agency also will provide the following information, via electronic file transfer:
 - a. Employees' names in alphabetical order by last name;
 - b. Last four digits of an employees' social security numbers, if available (the Union has the responsibility for ensuring the confidentiality of this information);
 - c. Grade & step;
 - d. Division/office;
 - e. Adjusted base pay (including locality pay);
 - f. Pay plan;
 - g. Total amount of dues withheld;
 - h. Pay period;
 - i. Pay period ending date;
 - j. Duty city (four digit # field);
 - k. Duty state (two digit # field); and
 - l. Duty county (three digit # field).
- D. Discontinue allotments when required by OPM rules and regulations;

- E. Notify the employee and the Union when an employee is not eligible for an allotment, along with the reasons for the decision (e.g., a temporary promotion out of the unit);
- F. Withhold new amounts of dues upon certification from the Union's National President, provided that the formula for withholding has not been changed during the past twelve (12) months.

Section 52.05

The effective dates for actions under this Agreement are as follows:

- A. The SF-1187 will be entered into the payroll system as soon as practical but no later than the pay period following receipt of the SF-1187 by the Agency.
- B. Changes in the formula for dues withholding will begin the first pay period designated by the Union's National Office (this formula shall be provided to the Agency a minimum of forty-five (45) days prior to the effective date of the change).
- C. Revocation notices for employees who have had dues allotments in effect for more than one (1) year will be submitted to the National Capital Regional Human Resources during pay period fifteen (15) each year. The revocation will be effective within two (2) pay periods following submission to the HR Office. Revocations will become effective at the beginning of pay period seventeen (17). Revocations may only be effected by submission of a completed SF-1188 that has been initialed by the chapter president or his or her designee. If the SF-1188 is not initialed, the Agency shall return the SF-1188 to the employee and direct the employee to the Chapter President for initialing. To revoke such dues withholding, employees will have had dues withheld for at least one (1) year.
- D. Revocation notices for employees who have not had dues allotments in effect for one (1) year will be submitted on or before the one (1)-year anniversary date of their dues allotment. Revocations may only be effected by submission of a completed SF-1188 that has been initialed or signed by the Chapter President or her/his designee. If the SF-1188 is not initialed or signed, the Agency shall return the SF-1188 to the employee and direct the employee to the Chapter President for initialing. The SF-1188 will become effective the first full pay period after the employee's anniversary date.
- E. The Agency shall reactivate the dues allotments in effect for employees who return to their permanent positions from details or temporary appointments in non-bargaining unit positions within one (1) pay period after the employee returns. Any employee with a new appointment, must make a new election pursuant to *Section 52.04* above.
- F. Termination due to loss of membership in good standing will be effective on the beginning of the first pay period after the date of receipt of notification by the Agency.
- G. For termination due to separation or movement out of the bargaining unit, dues deduction will cease the day prior to the effective date of the action.

Section 52.06

When a bargaining unit employee requests and/or submits paperwork for retirement from the Agency, the Agency will provide the employee with a "check-out" form that includes a link to the section on the NTEU website dedicated to retirement resources.

Section 52.07

The Agency will deduct Union dues from an employee's back-pay award when the employee has an allotment for dues withholding in effect at the time of the action giving rise to the back pay.

Section 52.08

On a monthly basis, the Agency will provide the Union with a report of any bargaining unit employees who have retired or separated from the Agency's employ.

ARTICLE 53: LABOR MANAGEMENT COOPERATION

Section 53.01

In order to promote effective labor-management relations, it is agreed that representatives of the parties to this Agreement will form a committee and confer on a regular basis as outlined herein to exchange information on matters of mutual concern and interest. The parties will attempt to resolve problems in the spirit of cooperation.

Section 53.02

The parties agree that to accomplish the goals of *Section 53.01* above, a labor management relations committee shall be established as follows:

- A. Scope: The Committee is not a forum for grievances or a forum for negotiations. Subjects may include but are not limited to workplace issues such as safety and health, training, and working conditions of employees.
- B. Scheduling: The parties shall exchange an agenda for a session in advance. The provision of an agenda by one (1) party to the other will prompt the scheduling of a committee session within usually no more than fourteen (14) days. Such meetings will be held on a quarterly basis and may occur more frequently as mutually agreed.
- C. Conduct of Meetings: Meetings pursuant to this article shall be held face-to-face unless agreed otherwise.
- D. Membership: The Committee shall be composed of eight (8) members with an equal number of Agency designated and Union designated representatives. NTEU's Chapter President shall identify the Union's representatives upon submission of an agenda or within five (5) days of receiving an agenda from the Agency.

Section 53.03

NTEU's Chapter President and his/her representatives shall meet at least monthly with the Regional Director or his/her representative to discuss issues of mutual concern. Chapter President shall submit an agenda and a list of requested attendees with his/her request to meet. The number of attendees shall be mutually agreed upon. These meetings shall take place during normal working hours and shall be held in the Regional Office.

ARTICLE 54: TRANSIT SUBSIDY

Section 54.01

- A. The Agency will continue to subsidize a qualified employee's use of public transit by paying for transit passes up to the maximum extent allowed by applicable law and published policies of the Department of Transportation.
- B. The subsidy must be in a form not readily convertible to cash or used for purposes other than intended (e.g., fare cards, passes, tokens, or other instruments issued by authorized local transit authorities).
- C. Direct cash subsidies to employees are prohibited.

ARTICLE 55: UPWARD MOBILITY

Section 55.01

The Agency shall effectively utilize its workforce by increasing the career advancement opportunities for all employees to enable them to achieve their full employment potential. Upward mobility opportunities provide the means by which the capabilities of participants are increased to the fullest extent possible; provide employees with an opportunity to enter a position with greater promotion potential in the competitive service through on-the-job training; increase employee morale; and enhance employee growth, career development, and opportunities. Upward mobility may also be used to help support further workforce planning.

Section 55.02

Upward mobility may be used as a tool to promote greater workplace diversity in women and minorities. Upward mobility promotes developmental opportunities for the workforce in accordance with merit system principles and governing laws, rules, and regulations.

Section 55.03

Upward mobility has:

- A. Written eligibility requirements;
- B. An open and transparent application process; and
- C. Formal training plans (e.g., classroom training, rotational assignments, on-the-job training, etc.). The program ensures work assigned at the lower grade levels is appropriate to gaining experience employees would need to successfully perform at higher grade levels.

Section 55.04

Upward mobility is based on thorough workforce analysis which identifies positions or developmental opportunities that best meet short and long-term goals. The skills of the current workforce are assessed against the future skills requirements. This analysis should account for changes in the way work is performed, new technologies, projected turnover, retirements, etc.

Section 55.05

Upward mobility opportunities can be implemented through less formal processes as well. Employees may be hired and developed under career ladder recruitments. In all cases, the

employee is hired at a lower grade level and through extensive training (formal and informal) and development, he/she is promoted to the full-performance level of the position. It is critical for supervisors and managers to understand that any employee hired in a developmental capacity must be appropriately trained and developed. At a minimum, this should include an IDP that identifies the types of training and development activities an employee hired into such a position would need to successfully perform the duties of the position at the full performance grade level.

Section 55.06

All bargaining unit employees shall be eligible to participate in the Upward Mobility program regardless of grade level, consistent with the current DOI Policy on Upward Mobility (*Appendix F: DOI Policy on Upward Mobility*).

ARTICLE 56: CHILD CARE SUBSIDY PROGRAM

Section 56.01

The Agency will continue its Child Care Subsidy Program (*Appendix G: Child Care Subsidy Program*) in accordance with 5 C.F.R. Part 792, Subpart B and other applicable rules and regulations. The purpose of the Program is to make child care more affordable for lower income employees whose children are, or will be, enrolled in licensed child care facilities.

Section 56.02

On an annual basis, the Agency will provide notice of the Child Care Subsidy Program to bargaining unit employees.

Section 56.03

In the event the Agency seeks to make a change to the Child Care Subsidy Program, it shall provide NTEU with notice and an opportunity to bargain in accordance with law, rule, regulation, and *Article 9: Mid-term Negotiations*.

ARTICLE 57: ANTI-BULLYING

Section 57.01

The Agency and the Union agree that mutual respect between all employees is integral to the efficient conduct of the Agency's business. The Agency will take appropriate action to abate unacceptable forms of conduct by employees such as hostile, humiliating or intimidating behavior.

Section 57.02

Workplace bullying is repeated inappropriate behavior, direct or indirect, whether verbal, physical or otherwise, conducted by one (1) or more persons against another or others, at the place of work and/or in the course of employment, which could reasonably be regarded as undermining the individual's right to dignity at work.

Section 57.03

A. An attempt should be made to address an allegation of bullying as informally as possible if an informal approach is appropriate to the facts of the incident(s).

- B. Any employee who believes he/she is being bullied should report the matter to their immediate supervisor in writing. In the event the supervisor is engaging in workplace bullying, the employee should report the matter to the next level of management.
- C. The Agency shall expeditiously investigate all written complaints reported to management pursuant to this article. On completion of the investigation, the investigator(s) should submit a written report to management containing the findings of the investigation. The complainant and NTEU shall be provided a copy of the written report including the complaint within five (5) business days of its completion subject to applicable law, rule, or regulation. Thereafter, the Agency will determine whether to initiate discipline if the facts support the imposition of discipline.

Section 57.04

All parties will make their best efforts to maintain confidentiality with respect to matters raised under this article.

APPENDIX A: FEDERAL LABOR RELATIONS AUTHORITY CERTIFICATIONS



**UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY**

U.S. DEPARTMENT OF INTERIOR
NATIONAL PARK SERVICE
NATIONAL CAPITAL REGION
-Agency

and

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES,
LOCAL 1997, AFL-CIO
-Labor Organization

and

NATIONAL TREASURY EMPLOYEES UNION
-Labor Organization/Petitioner

CASE NO. WA-RP-14-0001

CERTIFICATION OF REPRESENTATIVE

An election was conducted on February 20, 2014 in the above matter under the supervision of the undersigned Regional Director of the Federal Labor Relations Authority, in accordance with the provisions of Chapter 71 of Title 5 of the U.S. Code. A majority of the valid ballots has been cast for the National Treasury Employees Union.

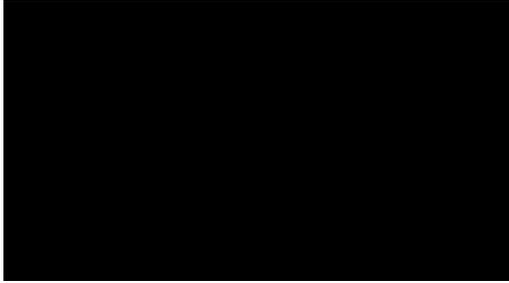
IT IS HEREBY CERTIFIED that the National Treasury Employees Union has been designated and selected by a majority of the employees of the above-named Agency, in the unit described below, as their representative for purposes of collective bargaining, and that pursuant to Chapter 71 of Title 5 of the U. S. Code, the named labor organization is the exclusive representative of employees in the following appropriate unit:

Included: All nonprofessional employees, including temporary employees with appointments of 180 days or longer employed by the National Capital Region.

Excluded: All professional employees, supervisors, management officials, and employees described in 5 USC § 7112(b)(2), (3), (4), (6), and (7); park rangers that spend at least 25 percent of their time in law enforcement duties; and temporary employees with appointments of less than 180 days.

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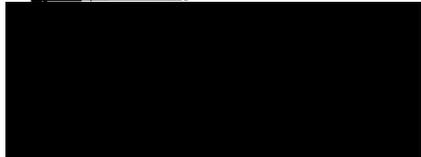
SERVICE SHEET

I certify that I have served the parties listed below a copy of the Certification in Case No. WA-RP-14-0001

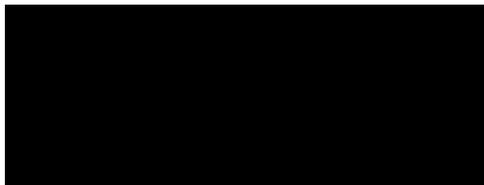
FIRST CLASS MAIL AND EMAIL:



HAND DELIVERY



Dated this 28th Day of February 2014 at the Washington Regional Office, 1400 K Street, N.W., 2nd Floor, Washington, DC 20424-0001.





UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY

U.S. DEPARTMENT OF INTERIOR
NATIONAL PARK SERVICE
NATIONAL CAPITAL REGION

-Agency

and

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES,
LOCAL 1997, AFL-CIO

-Labor Organization

and

NATIONAL TREASURY EMPLOYEES UNION

-Labor Organization/Petitioner

CASE NO. WA-RP-14-0001

REVOCATION OF CERTIFICATION OF REPRESENTATIVE

An election was conducted on February 20, 2014 in the above matter under the supervision of the undersigned Regional Director of the Federal Labor Relations Authority, in accordance with the provisions of Chapter 71 of Title 5 of the U.S. Code. A majority of the valid ballots was cast for the National Treasury Employees Union.

Accordingly, I am revoking the Amendment of Certification issued April 29, 2013 by the Dallas Regional Office in Case No. WA-RP-0088, which amended the definition of the bargaining unit represented by the International Union of Painters and Allied Trades, Local 1997, AFL-CIO, at the National Park Service, United States Park Police, Washington, DC, as originally certified on October 20, 1972 in Case No. 22-3569(RO), and later amended on November 15, 1975 in Case No. 22-5857(RO).¹

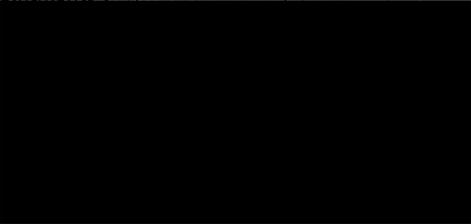
Pursuant to the authority vested in the undersigned, the Amendment of Certification issued April 29, 2013 is revoked as it applies to the following bargaining unit:

Included: All GS, WG, WL, non-supervisory and non-professional employees, including temporary employees with appointments of 180 days or longer, employed by the National Parks Service, United States Park Police, Washington, D.C.

¹ The April 29, 2013 Amendment of Certification issued in WA-RP-02-0088 for the above unit should have shown **National Capital Region**, not United States Park Police, as the name of the Activity. The revocation of certification in this Case No. WA-RP-14-0001 does not affect the unit of United States Park Police Security Guards also certified in WA-RP-02-0088 (amending WA-RP-01-0087).

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Excluded: All professional employees, management officials, supervisors, and sworn employees of the United States Park Police (USPP); those Park Rangers who spend at least 25 percent of their time in law enforcement duties; temporary employees with appointments of less than 180 days; and employees described in 5 USC § 

February 28, 2014

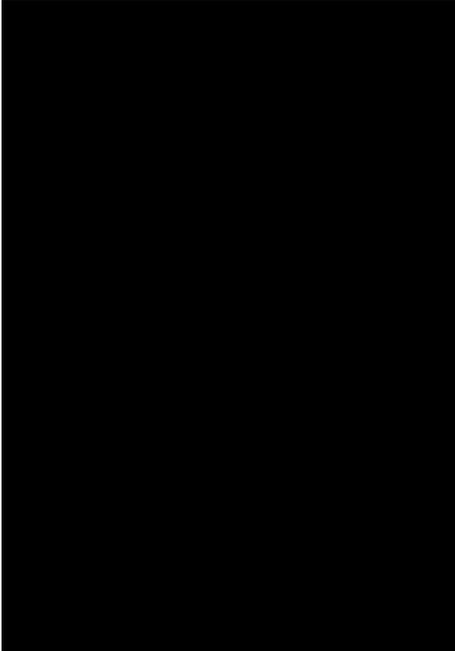
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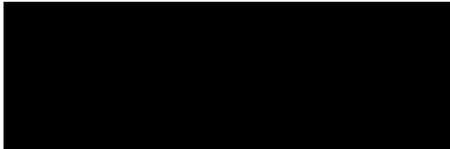
SERVICE SHEET

I certify that I have served the parties listed below a copy of the Certification in Case No. WA-RP-14-0001

FIRST CLASS MAIL AND EMAIL:



HAND DELIVERY



Dated this 28th Day of February 2014 at the Washington Regional Office, 1400 K Street, N.W., 2nd Floor, Washington, DC 20424-0001.





UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY

U.S. DEPARTMENT OF INTERIOR
NATIONAL PARK SERVICE
NATIONAL CAPITAL REGION
-Agency

and

NATIONAL TREASURY EMPLOYEES UNION
-Labor Organization/Petitioner

CASE NO. WA-RP-14-0070

CERTIFICATION FOR INCLUSION IN EXISTING UNIT

An election was conducted in the above matter under the supervision of the undersigned Regional Director of the Federal Labor Relations Authority, in accordance with the provisions of Chapter 71, of Title 5 of the U.S.C., and in accordance with the Rules and Regulations of the Federal Labor Relations Authority, among the employees of the Agency in the following category:

INCLUDED: All Law Enforcement Rangers employed by the National Capital Region (NCR) of the National Park Service (NPS).

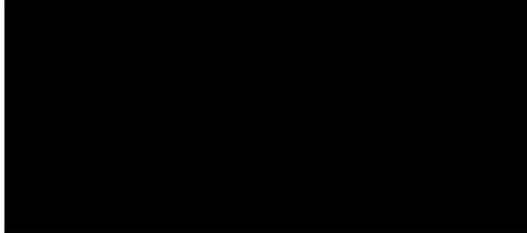
EXCLUDED: All professional employees, supervisors, management officials, employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7); and temporary employees with appointments of less than 180 days.

It appearing that a majority of the valid ballots have been cast for inclusion in the unit currently represented by the National Treasury Employees Union, pursuant to authority vested in the undersigned,

IT IS HEREBY CERTIFIED the above-described employees are included in the nonprofessional unit currently represented by the National Treasury Employees Union as certified in Case No. WA-RP-14-0001 (February 28, 2014). The unit is now described as follows:

Included: All nonprofessional employees, including temporary employees with appointments of 180 days or longer employed by the National Capital Region.

Excluded: All professional employees, supervisors, management officials, and employees described in 5 USC § 7112(b)(2), (3), (4), (6), and (7); and temporary employees with appointments of less than 180 days.



Dated: December 12, 2014

CERTIFICATE OF SERVICE

I certify that I have served the parties listed below a copy of the Certification for Inclusion in Existing Unit in Case No. WA-CA-14-0070 in the manner indicated below:

FIRST CLASS MAIL AND EMAIL:



HAND DELIVERY



Dated this 12th Day of December, 2014 at the Washington Regional Office, 1400 K Street, N.W., 2nd Floor, Washington, DC 20424-0001.

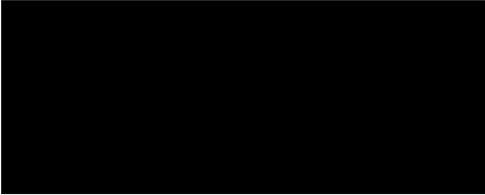


APPENDIX B: OFFICIAL TIME FORM

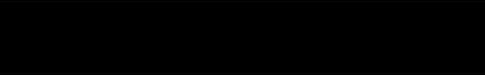
REQUEST/APPROVAL/USAGE OF OFFICIAL TIME For use of this form, see Labor Management Agreement between NPS NCR and NTEU			
SECTION I. REQUEST FOR OFFICIAL TIME FOR REPRESENTATIONAL ACTIVITIES			
REPRESENTATIVE'S NAME (Type or print)		ORGANIZATION PHONE NO.	
DATE AND TIME OF BUSINESS	DESTINATION	ESTIMATED TIME USE ____ . ____ Hour(s)	
REPRESENTATIVE'S SIGNATURE		DATE	TIME OF REQUEST
<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED (See comments below) COMMENTS:			
MANAGEMENT OFFICIAL'S SIGNATURE	PHONE NO.	DATE	TIME
SECTION II. PURPOSE FOR WHICH OFFICIAL TIME WAS USED (Indicate hours or fraction thereof used by category)			
HOURS USED ____ . ____ A. GRIEVANCES ____ . ____ B. FORMAL DISCUSSIONS/INVESTIGATIVE MEETINGS ____ . ____ C. NEGOTIATIONS TABLE ____ . ____ D. TRAINING ____ . ____ E. OTHER (SPECIFY): _____ _____ ACTUAL TIME LEFT _____ ACTUAL TIME RETURNED			
REPRESENTATIVE'S SIGNATURE	DATE	SUPERVISOR'S SIGNATURE	DATE
DISTRIBUTION WHEN COMPLETED TO SUPERVISOR FOR FILE and a Copy to NCR, Labor Relations Specialist			
OFFICIAL TIME USAGE			
Official Time is as authorized under the Collective Bargaining Agreement NPS NCR and NTEU			

APPENDIX C: SIDE LETTER #1

August 30, 2016



Re: Grievance Procedure

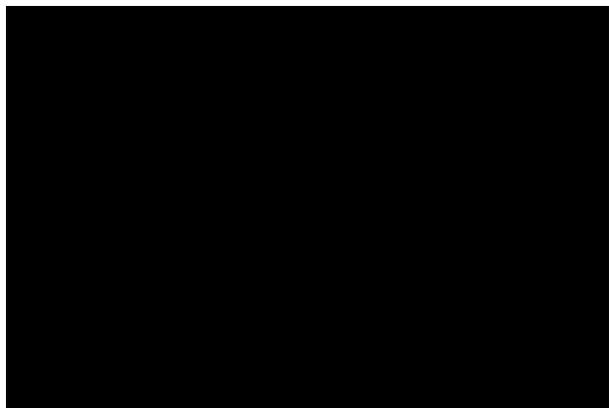


This letter shall supplement the Collective Bargaining Agreement by and between the National Capital Region, National Park Service (hereinafter the “Agency”) and the National Treasury Employees Union (hereinafter the “Union”), effective [to be determined].

- a. The Agency and the Union have negotiated a uniform grievance procedure as contained in *Article 10: Grievance Procedure* of this Collective Bargaining Agreement. The parties have determined to streamline the current three-step grievance procedure to a two-step procedure. Currently, the Union’s grievance is heard by the Regional Director or his/her designee at the Step 3 level. As a result of this step being eliminated from the new grievance procedure, the Union would like the option to have the Regional Director or Deputy Regional Director serve as management’s Step 2 hearing official in certain circumstances.
- b. Upon request of the Union, in situations in which the parties agree that the nature of a contractual violation is egregious in nature or a certain organizational entity or Park repeatedly violates the collective bargaining agreement, the Regional Director or the Deputy Regional Director will serve as the Agency’s Step 2 hearing official in *Article 10: Grievance Procedure*.
- c. This Agreement terminates at the expiration of the Collective Bargaining Agreement.

If the foregoing constitutes our understanding, kindly execute a copy of this letter in the space provided and it shall become a binding agreement between the Agency and the Union.

ACCEPTED AND AGREED



APPENDIX D: DOUGLAS V. VETERANS ADMINISTRATION (5 MSPB 280 (1981))

The Merit Systems Protection Board in its landmark decision, *Douglas vs. Veterans Administration*, 5 M.S.P.R. 280 (1981), established criteria that supervisors must consider in determining an appropriate penalty to impose for an act of employee misconduct.

The Douglas Factors

The following relevant factors must be considered in determining the severity of the discipline:

1. Nature and seriousness of the offense, its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or inadvertent, or was committed maliciously or for gain, or was frequently repeated.
2. Employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and the prominence of the position.
3. Employee's past disciplinary record.
4. Employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, dependability.
5. Effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon the supervisor's confidence in the employee's ability to perform assigned duties.
6. Consistency of the penalty with those imposed upon other employees for the same or similar offenses.
7. Consistency of the penalty with any applicable agency table of penalties.
8. Notoriety of the offense or its impact upon the reputation of the Agency.
9. Clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question.
10. Potential for employee's rehabilitation.
11. Mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter.
12. Adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

APPENDIX E: EMPLOYEE ASSISTANCE PROGRAM (EAP)

The following Employee Assistance Program (EAP) brochure reflects the EAP vendor in place at the time of the execution of this Agreement.

**REMARKABLE RESOURCES
TO HELP YOU IN WORK AND IN LIFE.**

We're all human. All of us go through difficult situations at times and need help in dealing with issues that can dramatically affect our work and our lives.

We care about every employee's whole health. That's why we've partnered with Espyr, an independent and highly innovative company with a proven track record of helping people and companies like ours for decades.

HOW DO YOU CONTACT ESPYR?

It's easy. Just call 1-800-869-0276 anytime, 24/7. You can also confidentially request support at espyr.com.

ESPYR
IMAGINE. ACHIEVE. CONQUER.
espyr.com | 800-869-0276

EMPLOYEE ASSISTANCE PROGRAM

Icons: laptop, trophy, medal, smartphone, network diagram, thumbs up, target, hourglass, group of people, calendar, checklist.

People: doctor, woman in business suit, police officer, woman in business suit.

Maze with an orange arrow pointing to the entrance and another orange arrow pointing to the exit.

WHAT IS AN EMPLOYEE ASSISTANCE PROGRAM (EAP)?

An EAP is professional help when you need it to solve a work or personal problem. It's trained, knowledgeable resources to provide advice for the many life issues we all face. Espyr has customized an assistance program offering professional counseling and consultation for our employees and their families. All these resources are confidential—and free.

Espyr offers assessment, counseling and referral services for a wide range of issues. Their professionals will help you to identify and clarify your concerns, explore options and develop a plan of action to create solutions that work for you. If additional assistance is needed, you will be referred to the most appropriate and affordable resources.

WHO PROVIDES THESE SERVICES?

Espyr is a company with a mission to help people and organizations maximize their potential. Espyr employs a network of over 45,000 licensed and certified counselors, in a variety of disciplines -

- > Professional Counselors
- > Clinical Social Workers
- > Psychologists
- > Alcohol and Drug Counselors
- > Marriage and Family Therapists
- > Attorneys
- > Financial Advisors
- > Eldercare Specialists
- > Childcare Specialists

Espyr also offers extensive online resources to help with all kinds of common life challenges. You can find expert advice on a wide range of topics, gather information, find new resources and take valuable self-screenings.

Visit espyr.com anytime to learn more.

DOWNLOAD THE ESPYR APP  

WHAT SORT OF HELP ARE WE TALKING ABOUT?

Espyr is an invaluable resource for personal life issues where you may need professional advice or guidance -

- > Legal Advice and Services
- > Financial Counseling
- > Childcare Resources and Referrals
- > Eldercare Consultation, Resources and Referrals
- > Online Legal and Financial Library
- > Academic Resources for your children (or you) on a variety of educational issues
- > Adoption Resources needed to facilitate an adoption
- > ID Theft Recovery
- > Pet Care Services and Referrals
- > Relocation Resources
- > Concierge Services

Plus, here's a range of the issues experienced counselors are available to help you with:

- > Stress
- > Life Adjustments
- > Crisis Situations
- > Family, Marital or Relationship Problems
- > Alcohol and Drug Issues
- > Work Related Difficulties
- > Psychiatric Issues
- > Emotional Concerns
- > Medical Problems

IS COUNSELING REALLY CONFIDENTIAL?

Yes. Counseling sessions are completely confidential, within the bounds of the law. Your counselor will be glad to discuss confidentiality issues with you.

WHAT DOES THIS COST ME?

Nothing. We have arranged for these services through Espyr free of charge for you and any dependent family members. If a counselor should refer you to an outside specialist for services beyond the EAP's coverage you may be responsible for the cost of those services. Your counselor will assist you in finding providers that are most affordable or covered by insurance.

CAN SUPERVISORS REFER EMPLOYEES TO THE EAP?

Occasionally, a supervisor may recommend that an employee contact the EAP when there is a work performance problem. Everything discussed between the counselor and employee is strictly confidential, unless the employee gives written consent otherwise.



APPENDIX F: DOI POLICY ON UPWARD MOBILITY



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240

05 2012

PERSONNEL BULLETIN NO. 11-14

Subject: Department of the Interior Upward Mobility Policy

1. **Purpose.** This Personnel Bulletin will be used in place of 370 Departmental Manual 380, Upward Mobility.
2. **Authorities.** 5 CFR 720 - Affirmative Employment Programs, 5 CFR 335 - Promotion and Internal Placement, 5 CFR 302 - Employment in the Excepted Service, 5 CFR 330 - Recruitment, Selection, and Placement
3. **Policy.** It is the policy of the Department of the Interior to effectively utilize its workforce by increasing the opportunities of lower-graded employees to attain their full employment potential. To this end, the Department encourages bureaus and equivalent offices to establish and promote upward mobility opportunities for their employees. Upward mobility opportunities:
 - Provide the means by which the capabilities of participants are increased to the fullest extent possible,
 - Provide employees with an opportunity to enter position with greater promotion potential or the competitive service through on-the-job training.
 - Increase employee morale.
 - Enhance employee growth, career development, and opportunities.
 - May be used as a tool to promote greater workplace diversity in women and minorities.

Bureaus or equivalent offices may establish a formal upward mobility program that promotes developmental opportunities for their workforce in accordance with merit system principles and governing laws, rules, and regulations. Such a program would have: 1) written eligibility requirements; 2) open and transparent application process; and 3) formal training plans (which include classroom training, rotational assignments, on-the-job training, etc). The program would also ensure work assigned at the lower grade levels is appropriate to gaining experience employees would need to successfully perform at higher grade levels.

Bureaus and equivalent offices will ensure your upward mobility program is based on thorough workforce analysis which identifies positions or developmental opportunities that best meet your short and long-term goals. The skills of your current workforce will need to be assessed against the skills you will need in the future. This analysis should account for changes in the way work is performed, new technologies, projected turnover, retirements, etc.

Upward mobility opportunities can be implemented through less formal processes as well. Employees may be hired and developed under career ladder recruitments, Pathways Program for students and recent graduates, veterans' recruitment programs, agency intern programs, etc. In all cases, the employee is hired at a lower grade level and, through extensive training (formal

and informal) and development, they are promoted to the full-performance level of the position. It is critical for supervisors and managers to understand that any employee hired in a developmental capacity must be appropriately trained and developed. At a minimum, this should include an Individual Development Plan that identifies the types of training and development activities an employee hired into such a position would need to successfully perform the duties of the position at the full performance grade level.

4. **Point-of-Contact.** The Department's point of contact for this policy is [REDACTED]

Director, Office of Human Resources

APPENDIX G: CHILD CARE SUBSIDY PROGRAM



**National Park Service (NPS)
Child Care Subsidy (CCS)
Employee/Family Handbook**

**National Park Service (NPS) Child Care Subsidy (CCS) Program
Employee/Family Handbook**

Table of Contents

- Introduction
- National Park Service Child Care Program Overview
- Eligibility Requirements for National Park Service Families
 - Program Responsibilities
 - Parent Responsibilities
 - Provider Responsibilities
 - USDA Child Care Subsidy Administration Program Responsibilities as the Third Party Administrator
 - National Park Service (NPS) Responsibilities
- Child Care Qualifications – Full Time vs Part Time
- National Park Service (NPS) Child Care Subsidy Benefit Determination
 - Important Facts
 - Registration and Supply Fees
 - Payment Process
 - Billing Errors
 - Payment Reconciliation
- National Park Service (NPS) Child Care Subsidy Program Statement of Understanding*

*(*This page must be completed, signed and returned to the USDA Child Care Subsidy Program to activate your National Park Service (NPS) Child Care Subsidy Program Benefit)*

How to contact us:

U. S. Department of Agriculture
Child Care Subsidy Administration Program
2300 Main Street – 2SE
Kansas City, MO 64108
Phone: 866-508-0371
Fax: 816-823-5482
Email: nps.childcare@gsa.gov

**National Park Service (NPS) Child Care Subsidy (CCS) Program
Employee/Family Handbook**

Introduction

The National Park Service (NPS) Child Care Subsidy Program provides a contribution toward the total cost of child care for Eligible NPS Employees. The benefit was created to assist NPS Employees whose children attend licensed, registered and/or accredited child care programs. Providers and Parents must apply for benefits via the USDA Child Care Subsidy Administration Program as the 3rd party administrator for the NPS. The Family portion of child care costs plus the amount of the NPS Child Care Subsidy Program Benefits will equal the provider rate. Eligibility will be determined based on the NPS Child Care Subsidy Program guidance and may be updated at any time throughout the year per the discretion of the NPS.

- The NPS Child Care Subsidy benefit is available to income qualified employees. ***Contractors working for the NPS do not qualify.***
- Families may qualify for subsidy benefits in accordance with the NPS Child Care Program Child Care Subsidy Benefit Table. The subsidy benefit is based on the Employee's Total Family Income (TFI) which includes Adjusted Gross Income (AGI) and may include business income, rental income, and/or any other recurring income as listed on the most recent federal tax information.
- Eligibility to receive benefits can only be determined once all documents are submitted for review.
- Eligibility will be determined based upon the NPS Child Care Subsidy Program guidelines.
- NPS Program guidelines may be updated at any time throughout the year per the discretion of the NPS and will be communicated to the USDA for implementation.

NPS Child Care Subsidy Benefit Program Overview

The intent of the NPS Child Care Subsidy benefit Program is to help meet the needs of eligible Families where the spouse/partner is working and/or attending school. Employees must use a licensed and/or accredited child care provider in order to be deemed eligible for benefits. NPS Child Care Subsidy benefits are calculated based upon the child's attendance to include hourly care, daily care, weekly care, and monthly care with benefits being paid directly to the qualifying provider on a monthly basis on or after the 15th of the month for the current month of care.

Eligibility Requirements for NPS Families

- NPS Employees who meet the income guidelines as set forth by the NPS. Contractors are not eligible for benefits.
- The Employee's Spouse/Partner must be working, attending school, or actively seeking employment.
- Employee and must be listed on the Employee's Federal Tax Return in order to qualify for benefits under this program.
- The benefit is available for children from birth through 12 years of age.
- Child Care Provider must be used for the care of the Employee's child.

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National Park Service (NPS) Child Care Subsidy (CCS) Program Employee/Family Handbook

- NPS Child Care Subsidy program requires that the Child Care Provider be licensed, regulated, and/or accredited in order to be considered a qualifying Child Care Provider.
- Family/child resides is not authorized under the NPS Child Care Subsidy Program guidelines.

Program Responsibilities:

Once you determine that you may qualify for benefits based upon the criteria above, you may apply for a NPS Child Care Subsidy Benefit. Please be aware that there are responsibilities that you, your Child Care Provider, the USDA Child Care Subsidy Administration Program, and the NPS have once this process begins. These responsibilities are to ensure that NPS Child Care Subsidy benefit Program guidelines are adhered to based upon the intent of the program.

Parent Responsibilities:

1. The Employee/Family will be financially responsible for all child care costs until their application for child care subsidy benefits has been approved and the Employee and their Child Care Provider have received their NPS Child Care Subsidy Program Benefit Letter.
2. Complete the application process ensuring that all required forms have been submitted to the USDA in order to determine eligibility.
3. Employees will receive two notifications from the USDA requesting the additional or missing documents.
4. Employees will have 30 days to complete the application process, failure to provide all requested Information will result in your application for Child Care benefits being declined.
5. Meet program guidelines and use a qualifying Child Care Provider.
6. Sign the NPS Invoice/Attendance form each and every month to request payment.
7. Pay the Family portion of child care costs directly to the Provider, however Fees such as field trips, non-essential supplies, late fees, etc. will not be covered.
8. Report any change to your child care needs immediately to the program administrator (USDA) and your child care provider.
9. Report immediately to the USDA a change to any of the following:
 - Your Family's size, such as someone moving in or out of the household
 - Work, training, or education schedule
 - Your Family's address or telephone number (work and home)
 - Any change in marital status
10. Make payment arrangements for child care needed for personal reasons that are not authorized.
11. Ensure that Child Care Providers used while participating in the NPS Child Care Program are promptly paid for all child care services rendered. Failure to pay the required Employee portion to any Child Care Provider may result in the Employee being disqualified from the program for one year.

Provider Responsibilities:

1. All providers must meet the NPS child care licensing and accreditation requirements for the type of child care business they operate under the NPS Child Care Subsidy Program. The following types of child care programs are accepted under the NPS Program guidelines:

**National Park Service (NPS) Child Care Subsidy (CCS) Program
Employee/Family Handbook**

Family Child Care:

Family child care is home-based care provided for a portion of the day in a private family home for compensation on a regular, ongoing basis and must be inhabited by the family/individual that is providing care. States limit the provider's hours of operation and number of children who can be cared for in a home environment. Family child care providers must be licensed by the state and the care providers must have basic training in first aid, safety, and child care including child abuse and neglect prevention. Many in-home providers also have training in early education.

Center Based Child Care:

Commercial child care centers/day care centers provide child care in a group setting for a set number of hours and provide standardized and regulated care. There are planned educational activities and children may be grouped by age or placed in mixed age groupings. Day care centers are licensed to provide care for infants, toddlers, and/or pre-school age and they are usually open all day. Classes are usually largest in this type of care; ratios of children to adult caregivers will vary according to state licensing requirements.

Federal Based Child Care:

Some Federal agencies sponsor on-site child care centers for their employees and families seeking to use this type of child care. The space at federal child care centers may be available to non-federal employees; however, priority for child care services will be given to federal employees.

2. Meet program rules and requirements in order to receive a NPS Child Care Subsidy Benefit.
3. Keep complete and accurate attendance records according to licensing and accreditation regulations and/or contract requirements. Maintain records for future reference as needed.
4. Bill for the NPS Child Care Subsidy using the directions and invoice/attendance form as provided.
5. Submit to the program administrator (USDA), any changes/updates to status as a licensed and/or accredited child care provider.
6. Provide timely notification if/when a NPS Employee's child or children have left care.
7. Provide timely notification if/when a NPS Employee's child's rate and/or attendance changes.
8. Must submit Invoice & Attendance records to the USDA that are properly completed and signed by the Employee, Spouse or POA; and a representative of the child care center for payment. Invoices not properly completed and submitted to the USDA within 3 months of the period of service, will be considered void and will not be honored for payment.

USDA Child Care Subsidy Administration Program Responsibilities as the Third Party Administrator:

1. Determine a Family's eligibility for child care subsidies based upon NPS Child Care Subsidy Program guidance and benefit tables.
2. Authorize benefits based on the amount of child care needed by eligible Families for approved child care.
3. Pay Providers for authorized and billed child care services provided to an eligible Family.
4. Inform Families and providers of NPS Child Care Subsidy Program updates as applicable. (E.g. Start/end date, payments, notifications of expired documents, etc.)

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National Park Service (NPS) Child Care Subsidy (CCS) Program Employee/Family Handbook

5. Assess and resolve overpayments and underpayments.
6. Answer questions related to eligibility, authorizations, and payments.
7. Will inform the Employee within 10 days of the receipt of a Family's application that their application has been accepted. If the application is incomplete, the USDA will inform the Employee of the information/documents needed in order to complete the application process.

National Park Service Responsibilities:

1. Develop operational guidance for the NPS Child Care Subsidy Program and ensure that the USDA has the most current guidance and applicable policies.
2. Ensure that the USDA, as the third party program administrator, follows all established guidelines as set forth by the NPS.
3. Perform audits on records and files ensuring proper documentation is maintained in accordance with established operational guidance.

Child Care Qualifications: Full Time vs. Part Time

The child/children's attendance will determine the calculation of benefits as full time or part time with the Family being responsible for any balance above the authorized benefit. The type of care will be evaluated to determine the amount of NPS Child Care Subsidy benefits that the Employee will be eligible to receive.

National Park Service Child Care Subsidy Benefit Determination

Important Facts

The NPS will provide a Fee Category Table/Child Care Subsidy Calculation Table which includes the Total Family Income Fee Category, Minimum Employee Portion, and Maximum Benefit allowed per child. Based upon the NPS Child Care Subsidy Program guidelines, benefits may be available for all legal dependents from birth through 12 years of age of the qualifying NPS Employee.

- Both Parents and Providers must remain eligible for the NPS Child Care Subsidy benefit in order to receive payment.
- The amount listed on the NPS Child Care Subsidy Benefit Authorization Letter is the amount that will be paid each month directly to the Child Care Provider. If the family terminates child care and/or switches to a new child care provider, the monthly NPS child care subsidy benefit is pro-rated. In either case, the Employee/family is responsible for any remaining balance.
- Providers may submit **one rate** change per year and will be required to notify the USDA at least 15 days prior to the effective date of the change. Failure to promptly report updates and/or changes to your child care rates may result in an over or underpayment. Additional rates changes not associated with an attendance change or when the child ages up will not be processed.
- During summer months, school-age child care rates may change based upon attendance, at which time the benefit will be recalculated.

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National Park Service (NPS) Child Care Subsidy (CCS) Program Employee/Family Handbook

- The NPS Child Care Subsidy Benefit will NOT pay fees for:
 - Months in which no care occurs
 - Lateness/Tardiness
 - Transportation
 - Field trips
 - Food
 - Any other miscellaneous fees
 - Tuition for part-day kindergarten and/or elementary education
- NPS Child Care Subsidy benefits will not be made to more than one Child Care Provider for the same child/children for the same hours of care.
- All child care payments are made directly to the Child Care Provider. Payments are made within seven (7) to ten (10) business days from verification of a complete and accurate attendance record.
- Invoices must be properly completed, signed and submitted to the USDA within 90 days/3 months of the Period of Service end date in order to payment to be issued. Invoices received outside of this timeframe will be deemed void and payment will not be issued on behalf of the Employee resulting in the Employee being financially responsible for all child care costs associated with missing invoices.
- NPS Employees must ensure that their provider submits invoices in a timely manner in order for payment to be issued on their behalf. Invoices may be submitted by the Provider or the Employee directly to the USDA for payment.
- Under no circumstances will child care payments be made to the Family. Families are required to make clear and concise arrangements with their Child Care Provider related to account credits or reimbursements.
- Child Care Providers will only be paid for child/children listed on the NPS Child Care Subsidy Benefit Authorization Letter. If the family adds a child or children to the program after their original authorization date, they must submit information for program benefit recalculation.

Registration and Supply Fees

Providers may be paid for Enrollment, Registration and/or Supply Fees as billed to the Family for each child enrolled in the program by submitting an invoice to the USDA for the fee. Fees will only be paid upon receipt of a properly completed invoice.

Payment Process

Payments are issued directly to the Family's Child Care Provider. Each Provider will receive a NPS Child Care Subsidy Benefit Invoice & Attendance Form for each child that qualifies for NPS Child Care Subsidy benefit. Per NPS guidance, each Invoice & Attendance Form submitted to the USDA for payment must be properly completed and must include the signature of a qualifying Child Care Provider program official along with the Employee, the Employee's Spouse, or the Employee's Power of Attorney. Each invoice must contain a valid employee signature, photo copies will not be accepted for payment.

**National Park Service (NPS) Child Care Subsidy (CCS) Program
Employee/Family Handbook**

Please note that if a Power of Attorney (POA) is signing the form on behalf of the Employee, the program administrator (USDA) must have a copy of the most current POA in order to process for payment.

National Park Service (NPS) Child Care Subsidy Program Invoice & Attendance Form																	
Provider:		ABC DAYCARE															
Address:		123 MAIN STREET ANYWHERE, USA 12345															
Rent to Address:		123 MAIN STREET ANYWHERE, USA 12345															
Email Address:		ABCDAYCARE@MAIL.COM															
Tax ID #		987654321&00001															
Phone #		(900) 555-1234								Fax # (900) 555-5678							
Employee Name		JOE SMITH															
Child Name		SUZY SMITH															
Month of Service																	
Attendance & Billing Record:																	
To complete the attendance record, place an "X" for each day of care provided or day that the family will be billed, "NC" for NO CHARGE or "T" if service was TERMINATED																	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16		
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
Employee/Family Annual Recertification Date: Saturday, January 01, 1900																	
Current Child Care Cost Billing																	
Approved NPS Child Care Subsidy Benefit																	
Total Cost \$ Total Monthly Cost \$100.00																	
Less Employee/Family Portion \$ Total Employee/Family Portion \$20.00																	
NPS Balance Due \$ NPS Portion \$175.00																	
Provider Signature _____																	
Employee Signature _____																	
Return completed Invoice & Attendance Form via any of the following:																	
Fax: (816) 825-5400				Mail: General Services Administration / Attention: Child Care													
Email: npschildcare@gsa.gov				2300 Main St - 2SE													
Questions: (800) 508-0271				Kansas City, MO 64108													
NPS 2013.02																	

Example of a National Park Service (NPS) Child Care Subsidy (CCS) Program Invoice & Attendance Record issued by the GSA Subsidy Administration Section to a qualifying Child Care Provider to bill for their services.

Please see below a sample NPS Child Care Subsidy benefit Invoice & Attendance Form which provides instructions on the completion of the form. All Invoice & Attendance Forms must be submitted to the USDA Child Care Subsidy Administration Program within 90 days/3 months of the period of service that child care was provided.

National Park Service (NPS) Child Care Subsidy (CCS) Program
Employee/Family Handbook

National Park Service (NPS) Child Care Subsidy Program Invoice & Attendance Form

Provider: ABC DAYCARE
Address: 123 MAIN STREET ANYWHERE, USA 12345
Phone #: (900) 555-1234 Fax #: (900) 555-5678
Tax ID #: 987654321&00001
Employee Name: JOE SMITH
Child Name: SUZY SMITH
Month of Service: January 1 - 31, 2016

Attendance & Billing Record:
To complete the attendance record, place an "X" for each day of care provided or day that the family will be billed, "NC" for NO CHARGE or "T" if service was TERMINATED

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
X			X	X	X	X	X			X	X	X	X	X	
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
		X	X	X	X	X			X	X	X	X	X		

Employee/Family Annual Recertification Date: Saturday, January 09, 1900

Current Child Care Cost Billing

Total Cost \$ **500.00**
Less Employee/Family Portion \$ **325.00**
GSA Balance Due \$ **175.00**

Provider Signature: *Janice Daycare Provider*
Employee Signature: John Smith

Return completed Invoice & Attendance Form via any of the following:
Fax: (816) 825-5486 | Email: npschildcare@gsa.gov | Questions: (866) 558-0371
Mail: General Services Administration / Attention: Child Care | 2300 Main St - 25E | Kansas City, MO 64108

Your Provider will complete the following:

- Month and Year of Service
- Attendance & Billing Record
- Total Cost they are charging you for their child care services
- Less Employee/Family Portion which is the amount you are required to pay
- NPS Balance Due Total Cost less your Employee/Family Portion
- Provider Signature

You as the qualifying Employee will sign the Invoice & Attendance Form certifying that all information is correct and that you have paid directly to the Child Care Provider, your Employee/Family Portion

By signing and certifying the invoice for payment, the Child Care Provider and Employee attest that the total cost written on the form is actual amount of child care costs billed to their Family for the period of service indicated and that you have paid or have made payment arrangements for the Employee portion as listed on the invoice.

Please note that Employees are required to pay the Employee portion as listed on their benefit letter and invoice prior to any benefits being issued to your provider on their behalf.

Invoices containing "NC" within the Attendance & Billing Record will be prorated and paid based upon the attendance as listed. Qualifying NPS Employees need to ensure that the invoice correctly reflects the proper attendance in order for their NPS Subsidy Benefit to be properly paid.

**National Park Service (NPS) Child Care Subsidy (CCS) Program
Employee/Family Handbook**

Billing Errors

Billing errors may cause an underpayment or an overpayment. The Parent and Child Care Provider are required to provide correct information in relation to the NPS Child Care Subsidy benefit received. If the Provider was to receive an overpayment of NPS Child Care Subsidy benefits, a refund or offset of the amount of the overpayment would be due. Any overpayments, including those due to a USDA/NPS error, must be reported immediately to the Family's assigned Agency Representative.

If the USDA determines that an overpayment was issued, an audit of the Employee's file will be performed to validate the payments issued. The Child Care Provider or Family will receive an official notification which may include a request that funds be returned for further credit to the NPS or that future invoices will be offset (maximum offset period allowed is 90 days).

The USDA Child Care Subsidy Administration Program is responsible to collect erroneous payments made to Child Care Providers for the following reasons which include but are not limited to:

- Erroneous or false information regarding eligibility or care provided
- Duplicate payments or payments made for services not rendered
- Payments made for ineligible providers or families

The USDA Child Care Subsidy Administration Program will make reasonable efforts to collect overpayments making a minimum of three notifications to providers and Families. Failure by the provider and/or Family to return any requested overpayment/erroneous payment will result in a federal debt being established to collect the monies. For Family's that incur an overpayment due to incorrect information provided in order to calculate the benefit or a change in the Family status that affects their eligibility, the USDA Child Care Subsidy Administration Program will provide documentation to the NPS Child Care Program Child Care Subsidy Program for review and action. The USDA will act on behalf of the NPS Child Care Program for all financial decisions pertaining to child care subsidy payments issued.

Families or providers who give erroneous or false information may be permanently disqualified from participating in the NPS Child Care Subsidy benefit programs upon approval of the NPS Child Care Subsidy Program Manager.

Payment Reconciliation

Families are required to pay their portion of the total child care costs directly to their Child Care Provider. Neither the USDA, nor the NPS, has any responsibility for ensuring that the Family pays their portion. Failure by Families to pay their portion of child care costs may result in discontinued NPS Child Care Subsidy benefit. In addition, failure by the Child Care Providers to reimburse Families or credit their account for NPS Child Care Subsidy benefit received may result in disqualification from the program and repayment of funds.

NCR and NTEU 2018 Collective Bargaining Agreement

National Park Service (NPS) Child Care Subsidy (CCS) Program Statement of Understanding

- Families are financially responsible for all child care costs until a National Park Service (NPS) Child Care Subsidy Benefit has been awarded and accepted by both the Employee and Child Care Provider.
- Families are eligible for the NPS Child Care Subsidy benefit only if/when their application has been approved. The Employee's Eligibility/Benefit Effective Date will be the first of the month in which the Employee applies or the child/children's first day in child care, whichever is the latest of the two dates.
- You must be in an Employee of the National Park Service in order to be eligible to receive benefits under NPS Child Care Subsidy Program. Any change in your employment status with the NPS must be reported to the USDA Child Care Subsidy Administration Program immediately for further review. National Park Service families participating in other subsidy benefit programs may be eligible for a NPS Child Care Subsidy Benefit; however the benefit is calculated after these discounts have been applied to the standard rate. Contractors for the NPS are not eligible.
- As a participant in the NPS Child Care Subsidy Program, you agree to provide any and all information requested by the USDA Child Care Subsidy Administration Program and/or the NPS related to your application, payments issued on your behalf, eligibility, and the child care costs charged to you by your provider. The submission of this information will be used in order to determine eligibility in the program. Failure to provide requested information within 30 days of the day of the request will result in your removal from the program and you will be responsible for all child care costs.
- You must notify the USDA Child Care Subsidy Administration Program if and when your child is no longer enrolled with the Approved Child Care Provider identified on your application. The subsidy is not transferable to another child care provider. You must reapply for the subsidy should you change child care arrangements.
- Due to the variation of oversight and regulation in different states and the NPS Child Care Subsidy Program guidelines, the USDA Child Care Subsidy Administration Program reserves the right to determine which types of Child Care Providers in each state meet the minimum eligibility requirements for participation in NPS Child Care Subsidy Program. If your Child Care Provider's standing with their state child care licensing authority changes or is revoked, this information must be reported to the USDA Child Care Subsidy Administration Program immediately.
- You are responsible for reporting any changes that may affect your status as a NPS Child Care Subsidy recipient, or your families cost for any reason to the USDA Child Care Subsidy Administration Program as soon it has been identified. Including but not limited to; changes in your personal and/or financial situation, or that of your Spouse/Partner; such as but not limited to any change in employment, school enrollment, marriage, divorce, a partner who has entered or left the home, etc. Failure to promptly report any change to the USDA Child Care Subsidy Administration Program that causes an erroneous payment on your behalf may result in your Child Care Subsidy Benefit being terminated and subsequent collection action of the erroneous payment from you.
- Any program policy infraction to include but not limited to providing incorrect child care cost, knowingly or unknowingly which causes an overpayment of a NPS Child Care Subsidy benefit may result in you being disqualified from the program. In addition, repayment of monies received due to this misrepresentation will be required by the Provider and/or Employee.
- Invoices submitted to the USDA for payment must contain an original signature from the Employee. Photo copies of an invoice containing the Employee's signature will not be accepted by the USDA for payment. Invoices must be submitted to the USDA Child Care Subsidy Administration Program on a monthly basis in order for the NPS Child Care Subsidy Benefit to be paid. Invoices must be properly completed, signed by both Employee and Provider, and submitted to the USDA within 90 days of the period of service in order for payment to be issued. Invoices submitted after 90 days following the end of the period of service will not be eligible for payment resulting in the Employee being financially responsible for the child care cost incurred for that period of service.

By completing the application process through the USDA Child Care Subsidy Administration Program, I attest that I received, read and understand the NPS Child Care Subsidy Program guidelines as set forth in the handbook.

Printed Name of NPS Employee _____ **Date** _____

Signature of Qualifying NPS Employee _____ **Last 4 of SSN** _____

Parents who misrepresent information used to calculate their subsidy benefit may have their subsidy benefit terminated and be financially responsible for repayment of any Child Care Subsidy Benefits issued on his/her behalf due to incomplete, inaccurate information used in the calculation of the Child Care Subsidy Benefit.

U.S. Department of Agriculture
Child Care Subsidy Administration Program
2300 Main Street – 2SE, Kansas City, MO 64108
Tel: (866) 508-0371 * Fax: (816) 823-5432
nps.childcare@usa.gov
NPS 2015-10

The following Child Subsidy Benefits Table reflects the Table in place at the time of the execution of this Agreement.

**United States Department of Agriculture
Financial Shared Services**

Child Care Subsidy / Client Services / NPS National Park Service (NPS) Child Care Subsidy Benefits Table

The amount of NPS benefits that an Employee may receive is based upon the total family income, to include the Spouse/Partner's, Adjusted Gross Income (AGI) along with the amount that is paid for child care.

Benefit Table

The amount of NPS benefits that an Employee may receive is based upon the total family income, to include the Spouse/Partner's Adjusted Gross Income (AGI) along with the amount that is paid for child care. Monthly subsidies are paid directly to the qualifying Child Care Provider and are calculated based upon the table below.

Fee Category	Family Adjusted Gross Income	Percentage of Family AGI
I	\$30,000 and less	10%
II	\$30,001 - \$35,000	12%
III	\$35,001 - \$40,000	14%
IV	\$40,001 - \$50,000	17%
V	\$50,001 - \$60,000	18%
VI	\$60,001 - \$70,000	20%

https://nfc.usda.gov/FSS/ClientServices/Child_Care_Subsidy/subsidies/NPS/benefits.php 1/23/2018

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Example of Child Care Subsidy Benefit Calculation for 1 Child

Total Family Adjusted Gross Income: \$47,522.00
Calculated Percentage of Income: 17%
Total Annual Family Portion of Child Care Costs: \$8,078.74
Total Monthly Family Portion of Child Care Costs: \$673.22

Total Monthly Child Care Cost: \$1,500.00
Total Monthly Family Portion of Child Care Costs: \$673.22
National Park Service Child Care Subsidy Benefit: \$826.78

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Example of Child Care Subsidy Benefit Calculation for 2 Children

Total Family Adjusted Gross Income: \$47,522.00
Calculated Percentage of Income: 17%
Total Annual Family Portion of Child Care Costs: \$8,078.74
Total Monthly Family Portion of Child Care Costs: \$673.22

Total Monthly Child Care Cost for Child A: \$1,500.00
Total Monthly Family Portion of Child Care Costs: \$336.61
National Park Service Child Care Subsidy Benefit: \$1,163.39

Total Monthly Child Care Cost for Child B: \$1,000.00
Total Monthly Family Portion of Child Care Costs: \$336.61
National Park Service Child Care Subsidy Benefit: \$663.39

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Last Updated / Reviewed: August 24, 2017

APPENDIX H: ANNUAL/SPECIAL EVENTS MEMORADUM OF UNDERSTANDING

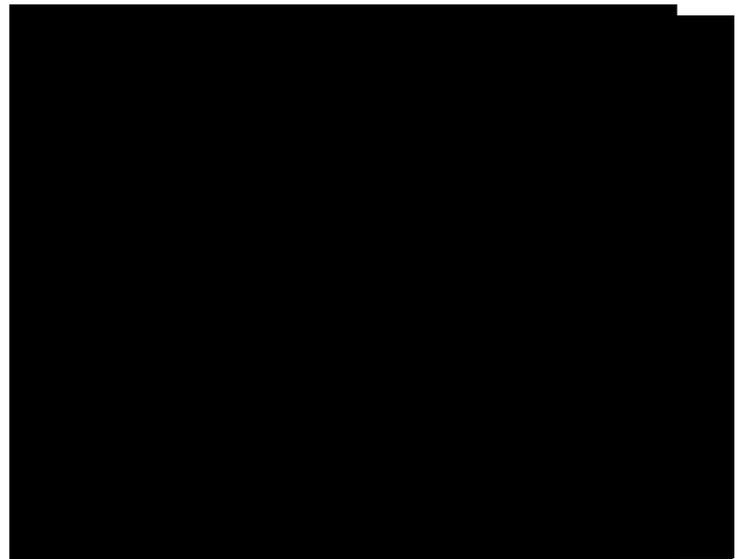
Annual Events Memorandum of Understanding
Between
The National Treasury Employees Union
And
The National Capital Region, National Park Service

The National Treasury Employees Union and the National Capital Region, National Park Service (Agency) (“the parties”) hereby agree:

- A. The Agency shall staff the annual events known as the Cherry Blossom Festival and Fourth of July as follows:
1. The Agency shall seek qualified volunteers who work within the host park. If there are insufficient volunteers within the host park, the Agency shall then seek qualified volunteers who work in other parks within a fifty-mile radius of the host park.
 2. If there are fewer volunteers than needed to staff the assignments after the Agency seeks qualified volunteers within the host park and within a fifty-mile radius of the host park, the Agency shall use inverse seniority (Least Senior) based on Service Computation Date (SCD) to fill staffing needs.
 3. If there are more qualified volunteers than needed to fulfill the assignments, volunteers will be selected in order of SCD (Most Senior) to fill staffing needs.
 4. Employees who volunteer and are selected will report to the temporary duty station at the determined starting time.

If the foregoing constitutes our understanding, kindly execute a copy of this letter in the space provided and it shall become a binding agreement between the Agency and the Union.

ACCEPTED AND AGREED



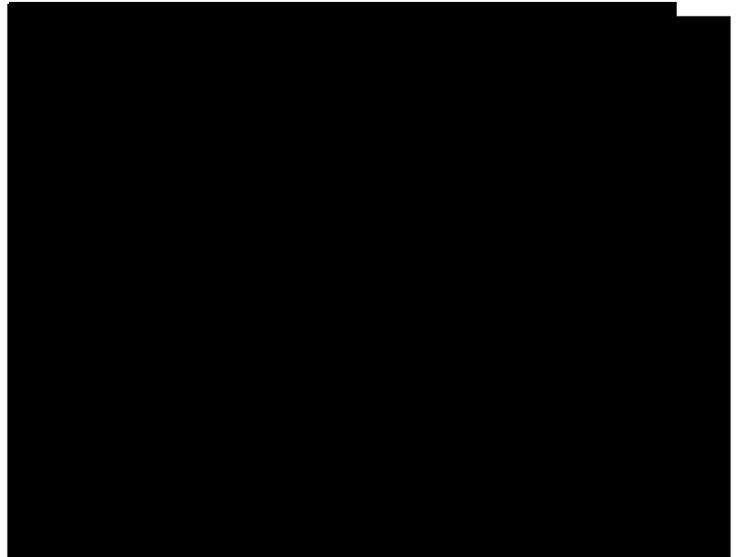
APPENDIX I: CYBER SECURITY MEMORADUM OF UNDERSTANDING

Memorandum of Understanding
Between
National Park Service, National Capital Region
And
National Treasury Employees Union
Regarding Cyber Security

1. Parties. The parties to this Memorandum of Understanding (MOU) are the National Park Service, National Capital Region (Agency) and National Treasury Employees Union (Union).
2. In the event the Office of Personnel Management (OPM), the Department of Interior (DOI), or the National Park Service issue policies or regulations addressing cyber-security, the Agency shall inform the Union and negotiate conditions of employment and impact and implementation issues to the extent required by law, regulation, and any collective bargaining agreement existing between the parties. Such negotiations may include employee benefits such as insurance and/or other employee protections.

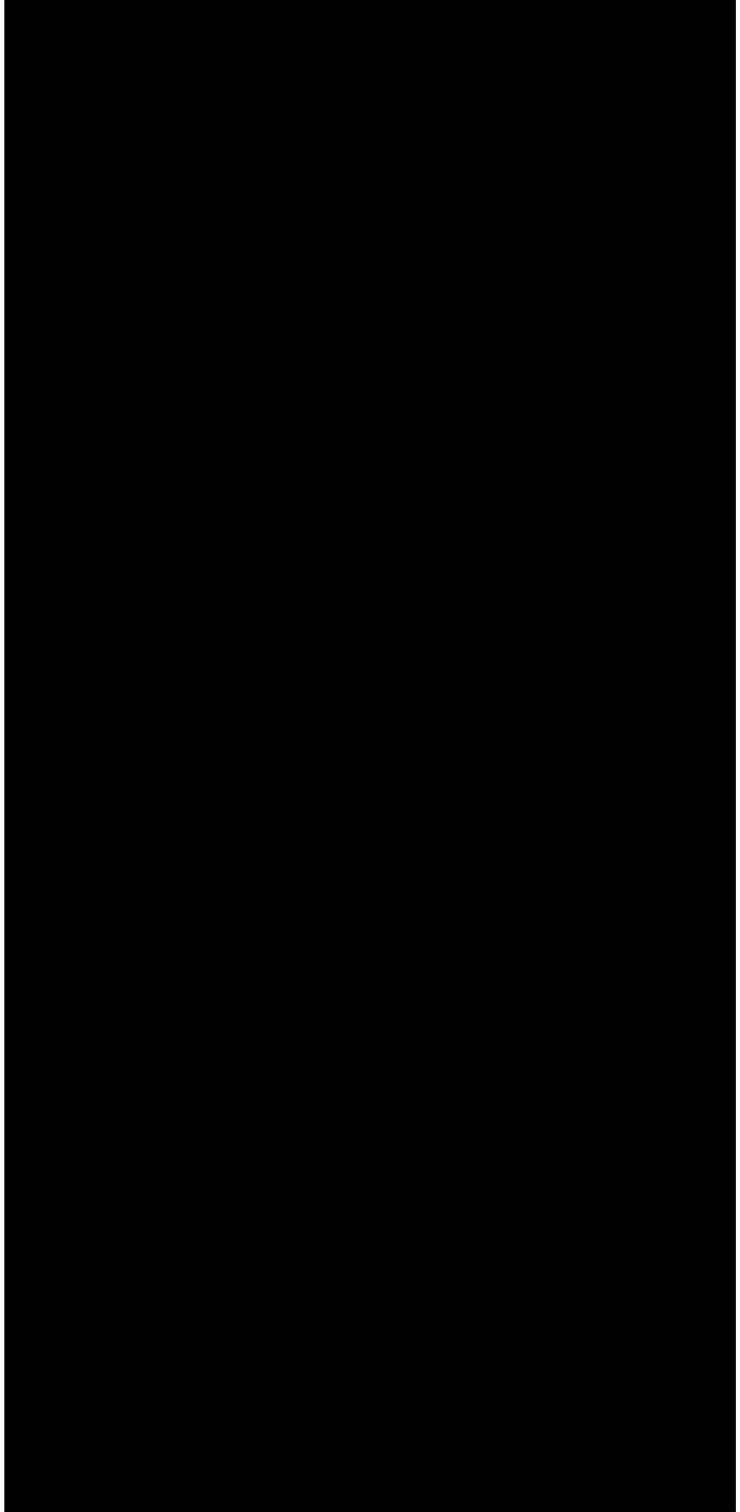
If the foregoing constitutes our understanding, kindly execute a copy of this letter in the space provided and it shall become a binding agreement between the Agency and the Union.

ACCEPTED AND AGREED:



THE ENTIRE FOREGOING COLLECTIVE BARGAINING AGREEMENT AND ALL APPENDICES ARE HEREBY ENTERED INTO AND AGREED UPON AS INDICATED BY THE SIGNATURES OF ALL AUTHORIZED REPRESENTATIVES BELOW:

ACCEPTED AND AGREED:



AS TO FORM

