

Local 2091

**LABOR MANAGEMENT
AGREEMENT**

between

**THE NATIONAL PARK SERVICE
REDWOOD NATIONAL PARK**

and

**THE NATIONAL FEDERATION OF
FEDERAL EMPLOYEES**



TABLE OF CONTENTS

PREAMBLE3

ARTICLE 1. UNIT DESIGNATION.....4

ARTICLE 2. PROVISION OF LAW, RULE AND REGULATION.....5

ARTICLE 3. MANAGEMENT RIGHTS6

ARTICLE 4. EMPLOYEE RIGHTS.....7

ARTICLE 5. UNION RIGHTS AND REPRESENTATION.....8

ARTICLE 6. UNION REPRESENTATION.....10

ARTICLE 7. NEGOTIATIONS.....11

ARTICLE 8. USE OF OFFICIAL FACILITIES AND SERVICES.....12

ARTICLE 9. PAY AND ALLOWANCE.....13

ARTICLE 10. LEAVE15

ARTICLE 11. CONTRACTING OUT17

ARTICLE 12. POSITION DESCRIPTIONS AND CLASSIFICATION18

ARTICLE 13. PERFORMANCE APPRAISAL19

ARTICLE 14. SAFETY AND HEALTH.....21

ARTICLE 15. PROMOTION AND DETAIL.....23

ARTICLE 16. TRAINING.....25

ARTICLE 17. EQUAL EMPLOYEE OPPORTUNITY26

ARTICLE 18. REDUCTION IN FORCE27

ARTICLE 19. DISCIPLINARY AND ADVERSE ACTIONS29

ARTICLE 20. GRIEVANCE PROCEDURE.....32

ARTICLE 21. ARBITRATION35

ARTICLE 22. THIRD PARTY ISSUES.....36

ARTICLE 23. DUES AND WITHOLDING37

ARTICLE 24. DISTRIBUTION OF AGREEMENT39

ARTICLE 25. DURATION AND EXTENT OF AGREEMENT40

PREAMBLE

Pursuant to the policy set forth by the Civil Service Reform Act of 1978 regarding Federal Labor-Management Relations, the following articles of this basic agreement, together with any and all supplemental agreements and/or amendments which may be agreed to at later dates, constitute a total agreement by and between the Superintendent, Redwood National Park, National Park Service, hereinafter referred to as the EMPLOYER, and the National Federation of Federal EMPLOYEES, Local 2091, hereinafter referred to as the UNION, for the EMPLOYEES in the unit described in Article I, hereinafter referred to as the EMPLOYEES.

This agreement is entered into pursuant to the Certificate of Representative (FLRA, #9-RO-70006) dated May 13, 1987.

The parties agree that throughout the administration of this agreement, the well-being and dignity of the EMPLOYEES will be observed and maintained, and that all bargaining unit EMPLOYEES will be treated fairly.

The purpose and intent of the parties is to promote and improve the efficient administration of the Redwood National Park in the public interest and well-being of EMPLOYEES within the meaning of Chapter 71 of 5 United States Code (Civil Service Reform Act) and the Department of Interior's labor-management policies and regulations; to establish a basic understanding relative to personnel policies, practices and procedures, and matters affecting other conditions of employment; to provide means for discussions and adjustments of these matters.

ARTICLE 1. UNIT DESIGNATION

Section 1. The unit to which this agreement is applicable is composed of all professional and nonprofessional EMPLOYEES of the Redwood National Park.

Section 2. Excluded are all management officials, supervisors, and EMPLOYEES described in 5 USC 7112 (b) (2), (3), (4), (6), and (7).

ARTICLE 2. PROVISION OF LAW. RULE AND REGULATION

Section 1. It is agreed and understood that in the administration of all matters covered by this Agreement, the EMPLOYER, UNION and EMPLOYEES are governed by the applicable existing laws or regulations of the Federal Government, including policies set forth in the Federal Personnel Manual; published agency policies and regulations in existence at the time the agreement is approved. Future laws or Government wide regulations will be subject to impact and implementation bargaining.

ARTICLE 3. MANAGEMENT RIGHTS

Section 1. Nothing in the AGREEMENT shall affect the authority of the EMPLOYER:

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

Section 2. Nothing in this section shall preclude the EMPLOYER and the UNION from negotiating (1) procedures which management officials will observe in exercising any authority under this section or (2) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 4. EMPLOYEE RIGHTS

Section 1. UNION MEMBERSHIP. EMPLOYEES will have the right, freely, and without fear of penalty or reprisal, to organize or join, or to refrain from joining, or assist a labor organization. No interference, restraint, coercion, or discrimination will be practiced within the Unit by the EMPLOYER or the UNION to encourage or discourage membership in a labor organization. Nothing in the agreement will require an EMPLOYEE to become or to remain a member of a labor organization, or to pay money to that organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions.

Section 2. The EMPLOYER will assure that EMPLOYEES are apprised of their right to representation as provided by law. No EMPLOYEE, regardless of EMPLOYEE organization membership, will be precluded from bringing matters of personal concern to the attention of appropriate officials.

Section 3. PRIVACY. EMPLOYEES have the right to have their personnel folders maintained in a secure manner. Except as otherwise authorized, no EMPLOYEE or employee representative may have access to another EMPLOYEE'S personnel folder without specific written authorization.

Section 4. EMPLOYEE ORIENTATION. All new EMPLOYEES will be informed by the EMPLOYER that they are members of a bargaining unit and that Local 2091 of the National Federation of Federal Employees is the exclusive bargaining agent. The EMPLOYER will include a copy of the contract and a list of the Local officers and representatives in all orientation packets, as provided by the Union.

Section 5. RESPONSIBILITY FOR GOVERNMENT PROPERTY. The Code of Federal Regulations (43 CFR, Part 20) states that Federal employees "shall be held accountable for Government property entrusted to them in connection with official duties." Both UNION and EMPLOYER recognize and agree that members of the Bargaining Unit will adhere to all standards of accountability for use and care of Government-owned property, including conformance to park policies for security, inventory and record keeping of capitalized personal property. The EMPLOYER agrees to provide reasonable and efficient means for storage and security for such property as equipment, tools and material; the chain of responsibility for Government-owned property extends from the EMPLOYEE to the EMPLOYER. Both UNION and EMPLOYER further agree to contribute periodically to an ongoing information exchange for the purpose of evaluating improved methods of use, accountability and security for Government property.

ARTICLE 5. UNION RIGHTS AND REPRESENTATION

Section 1. REPRESENTATION. The EMPLOYER recognizes that the UNION has the exclusive right to represent all EMPLOYEES in the unit in negotiations with the EMPLOYER with regard to grievances under this contract, personnel policies and procedures and other matters affecting working conditions for unit EMPLOYEES. The UNION is responsible for representing the interests of all EMPLOYEES in the Bargaining Unit without discrimination and without regard to UNION membership.

- A. The EMPLOYER agrees to give adequate notice and the opportunity to comment and/or request negotiations regarding EMPLOYER initiated changes in personnel policies, practices and matters affecting working conditions of bargaining unit EMPLOYEES.
- B. The EMPLOYER will recognize the duly elected and appointed Local officers, officials, and representatives of the UNION. The UNION will supply the EMPLOYER in writing, and will maintain on a current basis, a list of the UNION officers and appointed officials, including the area of representation of the representatives.
- C. The UNION will be provided an opportunity to be represented at formal discussions between the EMPLOYER and EMPLOYEE (S) concerning grievances, personnel policies and practices, or other matters affecting the general working conditions of EMPLOYEES in the unit.
- D. The UNION will be given the opportunity to be represented at any examination of an EMPLOYEE in the bargaining unit by the EMPLOYER in connection with an investigation if:
 - 1. The EMPLOYEE reasonably believes that the examination may result in a disciplinary action against him/her; and
 - 2. The EMPLOYEE requests representation.

The EMPLOYER will annually inform EMPLOYEES of their rights under these provisions.

Section 2. AUTHORIZED OFFICIAL TIME.

- A. UNION officers and officials including representatives will be permitted reasonable official time (including travel time) without loss of leave or pay to represent or negotiate on behalf of EMPLOYEES in accordance with this Agreement. Official time will be granted for administration of this Agreement and its supplements, including review of Management proposals concerning working conditions, preparation of Union proposals; representational functions, such as receiving, investigating, reviewing, preparing and presenting grievances and/or appeal actions and preparation of reports.
- B. Representation matters such as meetings with the EMPLOYER, negotiations and grievance handling will be scheduled during duty time.
- C. The EMPLOYER will record the Union representative's use of official time spent on representational activities.

Section 3. UNION REPRESENTATION ON COMMITTEES. As part of its responsibility, the UNION may nominate representatives to serve on the following committees:

- A. Incentive Awards Committee (non-voting member)
- B. Safety Committees
- C. Equal Opportunity Committee

Section 4. The EMPLOYER and the Local agree to establish a Labor-Management Relations Committee (LMR Committee). The purpose will be a committee to exchange views and discuss various situations in the Park, but it will not be a formal negotiation session. The membership will be of two (2) managers and two (2) Union Local officials. In the event of a change in personnel policies, practices, or matters affecting working conditions not explicitly covered by this agreement, the LMR Committee will constitute the basis for consultation between the EMPLOYER and the Local. The LMR Committee will meet quarterly or, as necessary, on official time during normal working hours. It is agreed that the UNION may submit topics for the agenda. The parties will provide an agenda to all participants three (3) calendar days in advance of the meeting, if possible. It is also agreed that the UNION will be notified prior to the convening of the Accident Review Board if a Bargaining Unit EMPLOYEE is the subject of the investigation.

Section 5. INTERNAL UNION BUSINESS. It is agreed that internal UNION business will be conducted during non-duty hours. The UNION will be granted authority to conduct one (1) membership drive of up to thirty (30) calendar days duration each year. During that period the UNION will be granted use of the internal mail system for distribution of literature to representatives and EMPLOYEES.

Section 6. ORIENTATION. It is agreed when scheduled seasonal training is held for seasonal EMPLOYEES; a representative of the UNION will participate in this orientation.

ARTICLE 6. UNION REPRESENTATION

Section 1. The EMPLOYER agrees that to enable the UNION to meet and discharge its obligations and responsibilities under this Agreement, authorized non-EMPLOYEE UNION representatives will be permitted, after reasonable advance notice, to visit the work sites in the Park during working hours, provided that such visits will not interfere with Park operations. Authorized UNION representatives will make their presence known to the Park Superintendent or his representative immediately upon arrival.

Section 2. REPRESENTATIVES. Representatives will be appointed by the UNION in sufficient number to serve as representatives of the UNION in bringing problems to the attention of the EMPLOYER. Designated representatives' names and extensions will be posted on official bulletin boards throughout the Park. Representatives will be recognized by the EMPLOYER in their official capacity as trained UNION representatives with authority to officially represent the UNION in business matters. Both the UNION and the EMPLOYER will recognize the representative's dual relationship with management: as an EMPLOYEE of the Park under the supervision of designated supervisory personnel, and in meetings with the EMPLOYER to discuss grievances, as an official representative of the UNION with equal status rights. It is agreed by the UNION and the EMPLOYER that the interests of both parties will be best served by developing a climate of mutual respect and good working relationships within the ranks of their respective assignments.

Section 3. Representatives will conduct their approved activities with dispatch during working hours and will not use their offices for unwarranted absences from their duty posts. Before leaving their work area, representatives will first obtain permission from their immediate supervisor. Permission will also be obtained from the supervisor of any EMPLOYEE being contacted. The supervisor will normally grant such permission unless a significant interruption of work would result. EMPLOYEE representatives and officers' will be allowed the use of government vehicle; in the discharge of representational duties provided it will not disrupt park operations.

Section 4. UNION representatives will be allowed annually 120 hours of official time for UNION-sponsored training to be divided appropriately among all representatives. Requests for such training will be submitted to the Personnel Office at least two (2) weeks in advance of the training along with the training agenda. Travel and per diem costs for UNION sponsored training will be borne by the UNION.

ARTICLE 7. NEGOTIATIONS

Section 1. Both parties to this agreement have the responsibility to conduct negotiations and other dealings in good faith and in such manner as will promote the public interest.

Section 2. MID-TERM NEGOTIATIONS. The EMPLOYER agrees to give adequate notice to the UNION, normally fourteen (14) calendar days, and an opportunity to negotiate;

- A. any new policy or change in established policy affecting conditions of employment which is proposed during the life of the Agreement,
- B. procedures to implement decisions which are retained management rights, and
- C. appropriate arrangements for EMPLOYEES adversely affected by the exercise of any such management decision.

Section 3. The parties agree to make every reasonable effort to resolve all differences which arise between them in connection with the administration of this Agreement.

Section 4. BASIC CONTRACT NEGOTIATIONS. Negotiating sessions may be requested in writing by either party in accordance with Article 24, DURATION OF THE AGREEMENT. Such requests will state the specific subject matter to be considered at such sessions. The following procedures will be utilized when negotiating:

- A. Names of members and spokesperson for each negotiating team will be exchanged formally in writing no later than seven (7) calendar days prior to the beginning of negotiations.
- B. Contract proposals will be exchanged at least thirty (30) calendar days prior to scheduled negotiations by UNION and EMPLOYER.
- C. Upon reaching agreement on any supplement or amendment to the contract, the chief spokesperson will initial the agreed-upon item.

Section 5. NEGOTIATION IMPASSE. When the parties of the Agreement cannot agree on a negotiable matter and an impasse has been reached, either or both parties may seek the service of the Federal Mediation and Conciliation Service. When the services of mediation do not resolve the impasse, either party may seek the services of the Federal Impasses Panel.

Section 6. NEGOTIABILITY QUESTIONS. If, during the course of contract negotiations, the UNION wishes to challenge the EMPLOYER'S assertion that a particular proposal is not negotiable, it will make a written request to the EMPLOYER for a written confirmation of the assertion. The UNION'S request will contain not only the exact language of the UNION'S contract proposal, but also an explanation of what the UNION means by the proposal and what purpose the proposal is intended to accomplish. Upon receipt of the UNION request, the EMPLOYER will furnish the UNION with a written response advising the UNION of the rationale for his or her assertion. The UNION has the right to proceed to the Federal Labor Relations Authority for a negotiability determination in accordance with Sections 7105 (a) (2) (E); 7117 (a), (b), and (c) of Chapter 71, Title 5 of the US Code and the Authority's implementing regulations.

ARTICLE 8. USE OF OFFICIAL FACILITIES AND SERVICES

Section 1. MEETING SPACE. Upon request by the UNION, the EMPLOYER will, whenever possible, make official space available to the UNION for its meetings and other appropriate activities. The UNION will be responsible for the use and cleanliness of space that is made available.

Section 2. COMMUNICATIONS MEDIA. The UNION will be provided bulletin boards at various work sites. The EMPLOYER will be given an opportunity to review material prior to posting. The UNION will be responsible for all material posted by its representatives and will assure that posted materials conform with applicable regulations regarding content and subject matter.

Section 3. EQUIPMENT, MATERIAL, AND OTHER FACILITIES. The UNION may utilize office furniture and equipment such as typewriter, copy machine and materials in limited quantity. Requests for use of Park equipment will be made in advance and will not interfere with Park operations.

Section 4. INTERNAL MAIL SYSTEM. The internal mail system may be utilized by the UNION for distribution of notices of meetings or elections and for literature of direct concern to EMPLOYEES in relation to the UNION and the EMPLOYER.

Section 5. SPACE.

- A. The EMPLOYER agrees to make available space which may be secured for an office and storage of records and materials.
- B. On a case-by-case basis, temporary space will be provided for representative and employee clients for representational purposes, so long as it does not interfere or disrupt office, routine and operations.

Section 6. The Local will be provided access to FPM and other regulations, such as NPS Regulations, FLSA, OWCP, Title 5 Code 7114 (b) (4), on written request and/or documented phone request.

Section 7. TELEPHONES. The UNION will be authorized local telephone usage for representational purposes.

Section 8. USE OF OFFICIAL FACILITIES AND SERVICE. A Government vehicle can be used for local park representation during official time so long as it does not interfere with Park operations.

ARTICLE 9. PAY AND ALLOWANCE

Section 1. COORDINATED FEDERAL WAGE SYSTEM. Upon being notified of the scheduling of locality wage surveys, the EMPLOYER will notify the UNION of the dates and methods by which the survey will be accomplished, and the address and phone number of the lead agency.

Section 2. Wage Grade EMPLOYEES subjected to unusually severe hazards or working conditions will receive Environmental Differential pay in accordance with the regulations. A current copy of Appendix J, FPM 532-1 will be provided to the UNION. The UNION may consult with the EMPLOYER regarding local conditions which may warrant submission of a request to the Office of Personnel Management for approval as an additional category for which such differential should be authorized.

Section 3. UNUSUAL PHYSICAL HARDSHIP OR HAZARD. General Schedule EMPLOYEES subjected to an unusual physical hardship or chemical or environmental hazard which has not been taken into account in grading the position and which is set forth in OPM regulations will receive Hazard Pay in accordance with applicable pay regulations. A current copy of Appendix A to Subchapter S9, Book 550, FPM Supplement 990-2 will be provided to the UNION. The UNION may consult with the EMPLOYER regarding conditions which may warrant submission through channels of a request for a change in the schedule of physical hardships or hazards to secure additional conditions for which hazard pay is authorized.

Section 4. CLOTHING ALLOWANCES. Uniform allowances will be authorized in accordance with the NPS Uniform Allowance Schedule. The UNION will be provided a copy of current NPS Uniform regulations and guidelines.

Section 5. SAFETY CLOTHING AND EQUIPMENT. EMPLOYEES required to use special equipment or wear special clothing for safety measures will be provided such clothing and equipment by the EMPLOYER, at no cost to the EMPLOYEE in accordance with NPS regulations.

Section 6. OVERTIME. All work officially ordered, approved, and performed outside of regular work hours will be compensated in keeping with existing regulations and statutory provisions.

It is agreed that overtime work will be assigned among EMPLOYEES consistent with the specialized skills and abilities necessary to perform the work as determined by the EMPLOYER and as equitably as practicable. The EMPLOYER agrees to give the EMPLOYEE as much advance notice as is feasible when overtime is required and will give due consideration to an EMPLOYEE'S request for excusal, provided another qualified EMPLOYEE is available and is willing to work.

Section 7. COMPENSATORY TIME.

- A. Compensatory time is not applicable to Wage Grade EMPLOYEES.
- B. General Schedule EMPLOYEES who are eligible for compensatory time will be compensated in accordance with the provisions of FLSA or Title 5 USC.

ARTICLE 10. LEAVE

Section 1. ANNUAL. Annual leave will be earned and used in accordance with applicable regulations.

- A. It will be the responsibility of the EMPLOYER In consultation with the EMPLOYEE to schedule annual leave in such a manner as to preclude forfeiture under normal circumstances. Leave scheduled in advance will be honored commensurate with the demands of the activity.
- B. Leave scheduling will provide for at least one period of eighty (80) hours for vacation purposes for each EMPLOYEE who desires it. In the event a conflict of scheduling occurs among unit EMPLOYEES, individual seniority according to total Federal service will prevail. However, an EMPLOYEE will not be permitted to schedule highly desirable holiday time for more than one (1) year if it will deny another EMPLOYEE leave at that time. Other than this vacation period, and commensurate with demands of the Park, EMPLOYEES may be allowed to take annual leave as necessary for such personal needs as may arise.

Section 2. SICK LEAVE.

- A. Sick leave in excess of three (3) consecutive work days requires documentation on a Standard Form 71, Physician's Certificate signed by a physician. In cases where the EMPLOYEE did not consult a physician for reasons such as confinement for colds, flu, or like illnesses, the requirement for a doctor's certification may be waived by the EMPLOYER.
- B. Under certain circumstances, the EMPLOYER may require Standard Form 71, signed by a physician in any case when it is deemed advisable, including periods of sick leave of three (3) days or less. EMPLOYEES will be notified as to reason why medical certification is required in these instances.
- C. When the problem of absenteeism has been identified, EMPLOYEES will be counseled prior to placement on leave restriction. When determined that significant improvement in the EMPLOYEE'S attendance has been demonstrated, the leave restriction may be modified or removed.
- D. For hardship cases, the EMPLOYER will consider deferring placement to non-pay status of Career Seasonal EMPLOYEES who are on sick leave when not in conflict with requirements of EMPLOYEE'S Service Year.

Section 3. MATERNITY AND PATERNITY LEAVE. Maternity and Paternity leave will be administered in accordance with the Western Region's leave administration policies.

EMPLOYEES should report pregnancy as soon as practicable so that the EMPLOYEE'S health may be protected and also allow the EMPLOYER to prepare for any necessary staffing adjustments.

Pregnant EMPLOYEES may work in their current position as long as they are physically able. If, however, the EMPLOYEE'S duties require activity that may be injurious to her health, medical certification of safe and healthy condition will be submitted to the EMPLOYER.

Absence for maternity reasons is chargeable to sick leave, annual leave, or any combination of sick leave, annual leave and leave without pay. Periods of absence related to pregnancy and confinement which are not medically certified as due to incapacitation for the performance of duty may not be charged to sick leave; they must be charged to annual leave or leave without pay if requested and approved by EMPLOYEE. The length of time for family adjustment and child care arrangements after delivery and recuperation will be charged to annual leave or leave without pay. This leave will be administered in accordance with regulations.

In those Instances where an EMPLOYEE Intends to return to work, the EMPLOYER will return EMPLOYEE to the former position or a position of like seniority, status, and pay within the same commuting area. The EMPLOYER will consider reasonable changes in duty time to accommodate nursing mothers.

It is recognized that a father may need time to adjust to new family members and build a close relationship with the newborn. Annual leave or leave without pay may be requested for these purposes. Approval of leave for paternity reasons should be in accord with the policy for granting leave in similar situations and each leave request will be considered on its own merits.

Section 4. ADMINISTRATIVE LEAVE OR EXCUSED ABSENCE. Administrative leave is an excused absence from duty administratively authorized without loss of pay and without charge to leave. Administrative leave may be granted to EMPLOYEES for participation in such civic activities as blood donations, registering to vote, and voting as allowed by appropriate regulations.

Administrative leave may also be granted when the activity shuts down due to circumstances beyond the Park's control for a short period of time (i.e., inclement weather conditions, lack of heat or electricity).

ARTICLE 11. CONTRACTING OUT

Section 1. The EMPLOYER agrees to notify the UNION regarding any A76 review or proposed review of a function considered for contracting out of services which affect EMPLOYEES of the bargaining unit. EMPLOYEES are encouraged to submit recommendations as to the most efficient and effective organization for the function under review within the time frame of the management study,

Section 2. The EMPLOYER will provide periodic briefings to the UNION concerning the status of contracting out studies.

Section 3. The UNION will be provided access to information pertinent to the final decision regarding the letting of a contract except as restricted by law or regulation.

Section 4. If the decision is to contract out, Management will strive to minimize the impact on EMPLOYEES by considering reassignment, retraining, and restricting new hires in the related area. Appropriate Items for discussion between the EMPLOYER and UNION will include but not be limited to: how unit members will be affected, how to minimize any effects on EMPLOYEES by reassignment, and consideration of attrition patterns to achieve maximum retention of career EMPLOYEES.

ARTICLE 12. POSITION DESCRIPTIONS AND CLASSIFICATION

Section 1. POSITION DESCRIPTIONS. EMPLOYEES will be provided current position descriptions which include the major duties of the position. When the accuracy of the official position description is questioned by the EMPLOYEE, the EMPLOYEE will be directed to review the matter with his/her supervisor. If EMPLOYER and the EMPLOYEE cannot resolve their differences informally, the accuracy of the position description may be resolved through the negotiated grievance procedure.

Section 2. CLASSIFICATION APPEALS.

- A. An EMPLOYEE, or the EMPLOYEE'S designated representative, may request a decision from the Office of Personnel Management as to the appropriate occupational series or grade of the EMPLOYEE'S official position. General Schedule EMPLOYEES may file their appeal with the EMPLOYER or directly to the Office of Personnel Management. If the EMPLOYEE appeals directly to OPM they may not appeal to the EMPLOYER. Wage Grade EMPLOYEES must file their appeal with the EMPLOYER.
- B. If the EMPLOYEE suffers a loss in grade or pay due to a classification action, is not entitled to retained grade or pay, and desires retroactive adjustments, the appeal must be submitted to the EMPLOYER or to the Office of Personnel Management within fifteen (15) calendar days of the reclassification.
- C. The effective date of a position action taken by an agency shall be the date an official with properly delegated authority approves (certifies) the proposed classification, in accordance with 5 CFR, Part 511.

ARTICLE 13. PERFORMANCE APPRAISAL

Section 1. It is the intent of the Civil Service Reform Act (5 USC) that EMPLOYEES be allowed to participate in the establishment of performance standards and critical elements. Performance plans will be based on the requirements of the EMPLOYEE'S duties and responsibilities as identified in the position description, and will be provided to EMPLOYEES at the beginning of each appraisal period. As a statement of the expectation or requirements established for evaluation of an EMPLOYEE'S performance, they must provide (as far as possible) for objective evaluation.

Section 2. The elements and performance requirements of each EMPLOYEE will be formally reviewed annually at the beginning of the appraisal period. Since performance appraisal is an ongoing process, periodic work reviews should be conducted during the rating period to provide feedback to EMPLOYEES concerning their performance, to identify areas of performance in need of improvement and identify methods and/or training needed to facilitate that improvement.

Section 3. WITHIN GRADE INCREASES (WGIs)

- A. In order to justify granting a within-grade increase, the EMPLOYEE'S performance appraisal must support the conclusion that the EMPLOYEE is performing at an acceptable level of competence.

If the appraisal does not support that conclusion, a written statement must be prepared which contains the reasons for denying the increase, which aspects of performance are not acceptable, advice as to what the EMPLOYEE must do to bring performance up to an acceptable level of competence; provide training and supervision as necessary; and notify the EMPLOYEE of his/her right to request reconsideration, including the name of the official to whom the request for reconsideration is to be submitted. The EMPLOYEE shall be granted a reasonable amount of official time to review the material relied upon to make the determination. If a negative determination is reversed by the Agency, the effective date of the increase will be the original due date. If a negative determination is sustained, the EMPLOYEE shall be informed in writing of the reasons for such action, and of his/her right to file a grievance or appeal the action to the Merit Systems Protection Board.

- B. At the end of the sixty (60) day period if the EMPLOYEE'S performance becomes acceptable, the notice given the EMPLOYEE will be removed from the EMPLOYEE'S Personnel File.

Section 4. ACTIONS' BASED ON UNACCEPTABLE PERFORMANCE (excluding within grade increases).

- A. **OPPORTUNITY PERIOD.** If at any time during the rating cycle the supervisor determines the EMPLOYEE'S performance is not acceptable, the EMPLOYER will so notify the EMPLOYEE. Prior to instituting an action against the EMPLOYEE, the EMPLOYEE will be given an opportunity to demonstrate acceptable performance. A Performance Improvement Plan delineating the critical elements of the EMPLOYEE'S performance at issue, the level of performance that must be attained with suggestions for

improvement and the training and supervision that the EMPLOYER will provide to aid the EMPLOYEE in attaining an acceptable level of performance will be provided to the EMPLOYEE. The opportunity period will cover a minimum period of sixty (60) days and may be extended in accordance with regulations, dependent upon the complexity of the position.

- B. LETTER OF PROPOSAL. If at the end of the opportunity period the EMPLOYEE'S performance continues to be unacceptable, the EMPLOYER may propose a reassignment, reduction in grade or removal. The EMPLOYEE is entitled to:

Thirty (30) days's advance written notice of the proposed adverse action which identifies specific instance of unacceptable performance by the EMPLOYEE on which the proposed action is based; the critical elements of the EMPLOYEE'S position involved in each instance of unacceptable performance; the right to be represented by an attorney or other representative; fifteen (15) calendar days to answer orally and/or in writing, and a statement that the final action shall be made thirty (30) calendar days from the date of the proposed action. If the EMPLOYER decides not to take an adverse action based on unacceptable performance, the EMPLOYEE will be advised in writing, in which case the written notice and decision will not be placed in the EMPLOYEE'S official personnel file.

- C. FINAL NOTICE. The final written decision in the case of a reduction in grade or removal will be based only on the instances of unacceptable performance by the EMPLOYEE which occurred during the notice (one (1) year) period.

The final decision will include the EMPLOYEE'S right to file a grievance under the negotiated grievance procedure, or appeal to the Merit Systems Protection Board.

ARTICLE 14. SAFETY AND HEALTH

Section 1. HEALTH AND SAFETY PROGRAM. The EMPLOYER will institute an effective occupational safety and health program. The EMPLOYER and the UNION will consult and/or negotiate as appropriate on any proposed changes or recommendations relative to safety and health policies and standards. UNION representatives involved in activities or representation as specifically authorized under this Agreement will be on official duty time if otherwise in a pay status.

Section 2. SAFETY INSPECTIONS. Inspection of the work sites will be made as necessary, by the area Safety Committee. Each area Safety Committee will have a UNION representative. The UNION will be provided a copy of the written report of the inspection.

Section 3. HEALTH AND SAFETY POLICIES

- A. The EMPLOYER will exert every reasonable effort to provide safe and sanitary working and environmental conditions and equipment. Safety equipment and protective clothing will be furnished to EMPLOYEES; The EMPLOYEE will be responsible for proper care and maintenance, under normal usage, of all safety equipment issued to the EMPLOYEE.

- B. The UNION or an EMPLOYEE or group of EMPLOYEES who believe(s) that work is being required under conditions which are unsafe or unhealthy beyond the normal hazards inherent in the operations in question may request a recommendation from the Safety Officer and/or have the right to file a grievance. If an EMPLOYEE thinks that commencing or continuing a work operation will result in imminent physical harm and the EMPLOYEE'S immediate supervisor is not available, the EMPLOYEE may contact higher level supervisors, up to and including the EMPLOYER, to request permission to not start or to discontinue the operation. This right includes the right of the EMPLOYEE to decline to perform his or her assigned task because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures.

- C. The EMPLOYER will investigate and take needed steps or try to abate within a reasonable time all recognized safety or health hazards that are reported by EMPLOYEES or found in inspections.

Section 4. ON-THE-JOB INJURY OR ILLNESS. EMPLOYEES should immediately report all injuries or illness which occur on the job, no matter how slight, to the immediate supervisor.

- A. The EMPLOYER will ensure proper treatment for the injured and explain to the EMPLOYEE the rights and options of the EMPLOYEE under FECA.

The EMPLOYEE or someone acting in his/her behalf will complete the proper forms (CA-1) within the forty-eight (48) hour time requirement. The injured EMPLOYEE will be provided with a copy of the completed forms. EMPLOYEES are encouraged to file their claims as soon as possible; otherwise the claim may be in jeopardy.

- B. The EMPLOYER will process and forward to Office of Workers Compensation Program (OWCP) the EMPLOYER and EMPLOYEE documentation required when the EMPLOYEE sustains an on-the-job injury or contracts an occupational disease and elects to file a claim.
- C. EMPLOYEES who are temporarily unable to perform their regularly assigned duties because of occupational injury or illness but who are capable of returning to or remaining in a duty status may be detailed to work assignments compatible with their physical condition or temporarily assigned duties interimly tailored to the EMPLOYEE'S physical limitations, as work availability and mission requirements permit.
- D. Personal effects, such as eyeglasses, dentures, or hearing aids which suffer damage in performance of assigned duties by the EMPLOYEE may be claimed using OWCP procedures through the Personnel Office or the Safety Office, if the damage or destruction is incident to a personal injury which required medical services.

Section 5. OCCUPATIONAL HEALTH AND SAFETY TRAINING. The EMPLOYER recognizes the need for specific training and update training regarding occupational health and safety to assure safety to EMPLOYEES and to assure minimum loss of man-hours due to preventable injuries. To ensure that all EMPLOYEES are knowledgeable of safety practices and procedures in regard to job assignments, the EMPLOYER will continue ongoing training for EMPLOYEES and ensure that manuals and regulations relating to safety and health are available to all EMPLOYEES.

ARTICLE 15. PROMOTION AND DETAIL

Section 1. All personnel actions involving career progression will be concomitant with the spirit and intent of the merit system and Civil Service Reform Act. The EMPLOYER agrees to assure fair, equitable, and consistent practices in carrying out the merit promotion procedures and to further ensure that all qualified EMPLOYEES have equal opportunity for promotion.

Section 2. VACANCIES. All vacancy announcements will be appropriately publicized to ensure that all EMPLOYEES have an equal opportunity to participate in the merit promotion program. The UNION will be furnished with a list of all vacancies concurrent with the posting.

Section 3. PROMOTION ACTIONS. When a position is to be filled under the provisions of the Merit Promotion Plan, it will be fully identified as to grade, title, organizational location, and whether permanent or temporary. If a position is announced as temporary and the announcement does not state that it may become permanent, the position will be reannounced if it does become permanent.

- A. The qualification requirements, KSA's, and selective placement factors for positions to be filled through merit promotion procedures will be relevant to such positions.
- B. Merit principles will apply to selection by transfer, reinstatement, and reassignment to positions with known promotion potential.

Section 4. The following factors, among others, may be given weight to determine the rank of candidates and in the selection process: special awards, qualifying experience, supervisory appraisal, education, and training, as these factors are evident by the KSA's for the vacancy.

Section 5. SELECTIONS. The parties acknowledge that the EMPLOYER retains the right to make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source.

Section 6. NON-SELECTED EMPLOYEE RIGHTS. A non-selected EMPLOYEE may request and receive the following information about specific promotion actions:

Whether he or she was found eligible based on minimum qualifications requirements for the positions,

- A. Whether he or she was in the group from which selection was made.
- B. The KSA's or job elements used in the crediting plan.
- C. Who was selected for promotion.
- D. In what areas, if any, he or she should improve to increase future chances of promotion.
- E. A copy of his/her performance appraisal.

Section 7. REPROMOTION. EMPLOYEES who are demoted without personal cause and not at his/her request are entitled to repromotion consideration for two (2) years in accordance with provisions of the Merit Promotion Plan. Competitive procedures of the promotion plan will not be used before non-competitive consideration of these EMPLOYEES. For positions where there are EMPLOYEES eligible for priority repromotion consideration, those entitled to priority consideration under RIF are referred to consideration before those otherwise entitled to repromotion consideration. It is understood, however that such EMPLOYEES are not guaranteed repromotion on the sole basis of their demotion without personal cause. EMPLOYEES who have been demoted without personal cause should apply for promotion or repromotion to published announcements.

Section 8. DETAILS. In accordance with FPM Chapter 300, competitive promotion procedures will be applied for details of more than one hundred twenty (120) days to a higher grade or to a position with more promotion potential. Details will be recorded in the EMPLOYEE'S official personnel folder and copies of the record forwarded to the EMPLOYEE.

Section 9. TEMPORARY PROMOTION. In situations where qualified EMPLOYEES are temporarily assigned to higher graded positions, the following three (3) conditions will govern rates of pay:

CONDITION 1: When a vacancy is anticipated by the EMPLOYER to be thirty (30) days or more, the higher rate of pay will commence with the first full pay period.

CONDITION II: When the vacancy is anticipated to be less than thirty (30) days duration, the EMPLOYEE will not be entitled to the higher rate of pay.

CONDITION III: When the detailed assignment is of indeterminate duration, the promotion to higher rate of pay will commence following the elapse of two (2) full pay periods, if the individual remains in the higher graded temporary position. Condition I will apply at such time it becomes known that the detail exceeds thirty (30) days.

ARTICLE 16. TRAINING

Section 1. RESPONSIBILITY. The EMPLOYER and the UNION agree that training and development is a matter of importance to the parties. The choice of subject matter, area for training, selection of EMPLOYEES to be trained is a function of the EMPLOYER. The parties agree that training opportunities should be considered consistent with the needs of the EMPLOYER and within budgetary limitations.

Section 2. DETERMINATION OF NEED. The LMR Committee will include in their quarterly meetings review of training needs and training resources. Recommendations will be made on possible training courses.

Section 3. PROCEDURES. The EMPLOYER and the UNION will advise EMPLOYEES of the importance of their Individual Development Plans and training opportunities.

Section 4. SCHEDULING. The EMPLOYER will consider scheduling appropriate training courses, seminars, conferences, and, meetings, whenever possible, during working hours to allow EMPLOYEES the opportunity to gain information, education and training. If training courses are offered outside the EMPLOYEE'S work week, and the EMPLOYER requires attendance at such training, the EMPLOYER will pay travel and per diem expenses in appropriate regulations (e.g., 5 USC, FPM, or FLSA).

Section 5. EMPLOYEES with prior approval for attending work-related training courses on personal time may be reimbursed for tuition and books in accordance with existing policies and regulations.

Section 6. RECORDS. The EMPLOYER agrees to record training accomplishment in the EMPLOYEE'S Official Personnel Folder. This does not relieve the EMPLOYEE of Individual responsibility to update information in the Official Personnel Folder to reflect employment, experience, training and education.

ARTICLE 17. EQUAL EMPLOYEE OPPORTUNITY

Section 1. The EMPLOYER and the UNION, in fulfilling their respective responsibilities, subscribe fully to the principle of Equal Employment Opportunity, as stipulated in Section 717 of the Civil Rights Act of 1964 and other laws, rules, and regulations governing Federal EMPLOYEES, and, in the administration of this agreement will not discriminate against any EMPLOYEE because of age, race, color, religion, sex, national origin, mental or physical handicap.

Section 2. The EMPLOYER agrees, insofar as possible, that employees will have ready access to an EEO Counselor. Selection of any EMPLOYEE in any capacity relevant to EEO program functions or activities will be made with due concern to qualification, requirements including but not limited to the EMPLOYEE'S expressed interest in and concern for EEO objectives and activities.

The UNION may nominate EMPLOYEES to serve as EEO Counselors. The EMPLOYER retains the right to select EEO Counselors from among EMPLOYEES nominated by the UNION or others including EMPLOYEES outside the bargaining unit.

The name, work location, and phone number of each EEO Counselor will be prominently posted in the appropriate unit or installation. EMPLOYEES and their representatives will have a reasonable amount of official time to discuss the pre-complaint counseling issues with the designated EEO Counselor.

Section 3. The EMPLOYER and the UNION agree that formal EEO complaints will be processed by the applicable provisions of public law, EEOC, and OPM regulations and Department of the Interior administrative remedy process.

The EMPLOYER agrees to strive to resolve allegations of discrimination in the pre-complaint counseling phase of the EEO administrative procedures.

Section 4. The UNION and the EMPLOYER agree that no article in this contract will be effective in a manner to preclude the EMPLOYER from satisfying its Federal Equal Opportunity Recruiting Program responsibility. The UNION agrees to assist the EMPLOYER in achieving the goals established for the bargaining unit positions.

Section 5. The EMPLOYER will make available to the UNION copies of the Equal Employment Opportunity complaint procedure and will periodically publish the names of EEO Counselors and periodically advise EMPLOYEES of the EEO complaint procedure. The EMPLOYER will make available to the UNION as it is received copies of all published EEO regulations, policies, and procedures applicable to the EMPLOYER.

Section 6. SEXUAL HARASSMENT. Sexual harassment is a prohibited personnel practice. If an individual believes he/she has a problem of sexual harassment, the Equal Opportunity complaint process or the appropriate grievance or appeal process can be followed. The affected individual may contact the EEO Counselor for further information.

ARTICLE 18. REDUCTION IN FORCE

Section 1. The parties agree that a Reduction-In-Force (RIF) is sometimes necessary as a means to effect cost savings required by highest authority. The EMPLOYER recognizes the need for proper planning and careful consideration of other administrative techniques to avoid the necessity of entering into a formal RIF. However, nothing in the Agreement will implicitly negate the EMPLOYER'S right to conduct a RIF.

Section 2. The EMPLOYER will notify the UNION In advance of implementation, of proposed RIF prior to notifying any of the other EMPLOYEES in the Bargaining Unit. The EMPLOYER will provide information regarding reorganization, RIF's or transfers of functions and will negotiate as appropriate on negotiable matters, if requested.

Recognizing that RIF is a stressful situation for all parties involved, the LMR Committee is recognized as the principle medium for passage of information from the EMPLOYER to the UNION and EMPLOYEES. Information concerning where the Employers budget (if available) may not support positions, what positions may be targeted for RIF, what efforts can be made to assist EMPLOYEES who may be affected, verifying that EMPLOYEES questions concerning proper interpretation of the regulations have been answered, and what outplacement efforts are in progress are examples of topics which may be discussed in the LMR Committee. The LMR Committee will review retention registers upon the issuing of RIF notices.

Section 3. The EMPLOYER agrees that RIF will be conducted in accordance with applicable laws and regulations in effect at the time the action is taken. It is agreed the UNION will meet as necessary with the EMPLOYER to insure compliance with RIF procedures. Items to be discussed include but are not limited to:

- A. Retirement of any EMPLOYEE.
- B. Resignations, transfers, or other loss of EMPLOYEES.
- C. Declination of job offers by EMPLOYEES.
- D. Any other event which creates a vacant position at or below the current grade of an adversely affected EMPLOYEE for which he/she may qualify.

Section 4. Except In cases of funding restrictions, the EMPLOYER will provide a written notice to EMPLOYEES affected by the RIF thirty (30) calendar days prior to effective date. Before the EMPLOYER releases an EMPLOYEE from his/her competitive level, it must give the EMPLOYEE notice that states specifically what action the EMPLOYER intends to take, the effective date of that action, the EMPLOYEE'S sub-group, and service date. The notice must describe the EMPLOYEE'S competitive area and competitive level and let the EMPLOYEE inspect regulations and records pertinent to the EMPLOYEE's case.

Section 5. All affected EMPLOYEES and their UNION representatives will have access, by appointment, to the retention registers affecting them. These registers will reflect tenure group, preference sub-group, and credit for performance group.

Section 6. A program may be developed to counsel and train EMPLOYEES to the extent practicable, so that they may assume a vacant position for which they would otherwise not be qualified.

Section 7. EMPLOYEES proposed for separation due to a RIF may be allowed to cross competitive levels to fill vacancies after placement consideration within their own competitive levels has produced no offer.

Section 8. EMPLOYEES adversely affected as a result of RIF may also obtain repromotion to their former grade or reemployment through priority consideration as provided in the National Park Service Merit Promotion Plan and the Departmental Career Placement Assistance Program.

Section 9. The EMPLOYER agrees to provide a reasonable amount of outplacement assistance during the RIF Notice period for separated EMPLOYEES to include Voluntary Interagency Placement Program, National Park Service Reemployment Program, and OPM Displaced Employee Program. Such assistance may include guidance in the preparation of resumes and SF-171's and the identification of employment opportunities in and out of the Federal Government.

Section 10. APPEAL RIGHTS. If an EMPLOYEE who has been affected by RIF action believes the action deprives him/her of any rights to which entitled under OPM regulations, he/she may appeal such action to the Merit Systems Protection Board.

ARTICLE 19. DISCIPLINARY AND ADVERSE ACTIONS

Section 1. Disciplinary and adverse actions against EMPLOYEES must be based on just cause and be consistent with applicable laws and regulations.

Section 2. EMPLOYEES of the bargaining unit are entitled to UNION representation at any examination in connection with an investigation if the EMPLOYEE reasonably believes disciplinary action may result and he/she requests representation.

Section 3. ADVERSE ACTIONS (Removals, Suspensions for more than fourteen (14) days, Reductions in Grade or Pay, Furlough for thirty (30) days or less)

- A. Except for life-threatening situations or unless there is reasonable cause to believe the EMPLOYEE has committed a crime for which a sentence of imprisonment may be imposed, or those in which the EMPLOYEE constitutes a danger to himself or to others, an EMPLOYEE against whom an adverse action is proposed will receive at least thirty (30) calendar days advance written notice which will inform the EMPLOYEE:
1. of the specific reasons for the proposed action,
 2. of the name of the official to whom the EMPLOYEE may respond,
 3. that the EMPLOYER may answer orally and/or in writing and may submit affidavits or other written statements in support of that answer,
 4. that the EMPLOYEE'S response will be considered by the deciding official,
 5. that the EMPLOYEE may be represented by a UNION representative or, a representative of his/her choice,
 6. of the EMPLOYEE'S status during the notice period,
 7. that the EMPLOYEE and/or representative will be granted a reasonable amount of official time if otherwise in duty status to obtain copies of and to review the material relied on to support the reasons given in the notice, to obtain affidavits or other written statements, and to prepare an answer to the notice.
- B. The EMPLOYEE will have a reasonable length of time, not less than seven (7) calendar days, from receipt of the proposal to transmit a reply to the deciding official. This period may be extended by the deciding official upon request of the EMPLOYEE. Every effort will be made to approve reasonable requests for extension.
- C. In the event an unfavorable final decision is issued, the EMPLOYEE will be, advised that he or she has the right to grieve the decision under the negotiated grievance procedure or appeal to the Merit Systems Protection Board, but not both. The appropriate MSPB address will be included in the letter as well as the name of the UNION representative.

Section 4. DISCIPLINARY ACTIONS (Suspensions for fourteen (14) calendar days or less).

- A. An EMPLOYEE against whom a suspension of fourteen (14) calendar days or less has been imposed is entitled to:
 - 1. An advance written notice of seven (7) calendar days stating the specific reasons for the proposed action,
 - 2. A reasonable length of time, not less than twenty-four (24) hours, for answering the notice orally and/or in writing and to furnish affidavits and other documentary evidence in support of his/her answer.
 - 3. Be represented by a UNION representative, and
 - 4. A written decision and the specific reasons therefore at the earliest practicable date after receipt of the proposed notice.

Section 5. DISCIPLINARY ACTIONS (Reprimands and oral and written warnings).

- A. A reprimand is a statement of censure for misconduct of such concern that a semi-permanent record of the incident is established, or for repeated lesser infractions. Reprimands will be withdrawn from the EMPLOYEE'S Official Personnel Folder and destroyed after two (2) years from the effective date of the action. If the EMPLOYEE'S conduct so warrants the reprimand will be withdrawn prior to two (2) years.
- B. A written warning is a letter or Memorandum which states specifically what it is about the EMPLOYEE'S conduct or performance that has necessitated the warning and should advise the EMPLOYEE specifically how to modify his/her conduct or performance. Copies of the written warning are maintained by the EMPLOYEE'S supervisor and kept for a maximum of one (1) year from the date of the infraction.
- C. An oral admonishment is an interview between a supervisor and an EMPLOYEE intended to remedy a matter of concern. The supervisor must make it clear to the EMPLOYEE that the interview constitutes an admonishment.

Section 6. ACTION BY DECIDING OFFICIAL

- A. The deciding official is the individual who makes the final decision to issue a letter of reprimand, suspension, or separation.
- B. After investigating the incident and considering the evidence, the EMPLOYEE'S response, and any mitigating factors, the deciding official will:
 - 1. Withdraw the proposed action,
 - 2. Institute a lesser action, or
 - 3. Institute the proposed action.

Section 7. Unfavorable decisions rendered by the deciding official in Sections 4 and 5 may be grieved by the EMPLOYEE through the Negotiated Grievance Procedure.

ARTICLE 20. GRIEVANCE PROCEDURE

Section 1. The purpose of this Article is to provide a procedure for the consideration and resolution of grievances. The procedure as stated herein will be the exclusive procedure available to the UNION, the EMPLOYER and the EMPLOYEES in the unit for resolving grievances.

Section 2. Any EMPLOYEE or group of EMPLOYEES in the unit may present grievances to the EMPLOYER and have them adjusted, without the representation or intervention of the UNION, as long as the adjustment is not inconsistent with the terms of the agreement and the UNION has been given an opportunity to be present at the adjustment. If the EMPLOYEE chooses to be represented, they must be represented by the UNION.

Section 3. A grievance is defined as a complaint:

- A. by an EMPLOYEE concerning his/her working conditions;
- B. by the UNION concerning the working conditions of bargaining unit employees;
- C. by an EMPLOYEE, the UNION, or the EMPLOYER concerning the effect or interpretation or claim of breach of this agreement or any supplement to this agreement; or claimed violation, misinterpretation and misapplication of any law, rule, or regulation affecting conditions of employment.

Section 4. Excluded from coverage under this grievance procedure are matters concerning:

- A. any claimed violation related to prohibited political activities;
- B. retirement, life insurance or health insurance;
- C. suspension or removal for national security reasons under 7532 of the CSRA;
- D. any examination, certification or appointment;
- E. the classification of any position which does not result in the reduction-in-grade or pay of an employee;
- F. termination of probationary employees;
- G. non-selection for promotion from a group of properly ranked and certified candidates;
- H. any proposed actions under 5 USC 752 or 432;
- I. individual reduction in force actions;
- J. decisions regarding contracting out; and
- K. allegations of prohibited personnel practices.

Section 5. Unit EMPLOYEES subject to an adverse action or an action based on performance may either appeal the final decision through statutory appeal procedures, or grieve the action under the provisions of this Article, but not both. The EMPLOYEE will be deemed to have exercised their option only when the EMPLOYEE files a timely written grievance or appeal.

Section 6. EMPLOYEES will be given a reasonable amount of official time without loss of pay or charge to leave for the purpose of presenting the grievance at each of the steps of the procedure.

Section 7. In the event either party should declare a complaint non-grievable or non-arbitrable, the original complaint will be considered amended *to* include the determination of this issue. The grievability/arbitrability issue will be decided as a threshold issue when the grievance reaches arbitration prior to the consideration of any other issues by the arbitrator.

Section 8. Unless mutual agreement is reached for extending time limits failure to meet the specified time limits will result in the following:

- A. If the EMPLOYER, or in the case of an EMPLOYER'S grievance, the UNION, fails to respond within the required time limits, the grievance may be advanced to the next step in the procedure.
- B. If the grievant fails to meet the time limits at any step of the procedure, the grievance will be dismissed without further consideration and may not be re-submitted.

Section 9. The grievant may withdraw the grievance at any time prior to the decision. When substantially identical grievances are submitted by more than one employee, only one grievance will be processed under this procedure, and the disposition of that grievance will be the disposition of all such grievances.

Section 10. IF the parties are unable to resolve their differences informally, the aggrieved may initiate a grievance as follows:

Step 1. The grievance may be filed by the grievant in writing with the EMPLOYEE'S immediate supervisor within twenty-one (21) calendar days of the occurrence of the event or action prompting the grievance or the date the grievant became aware of the action. The written grievance must include all relevant information and must be specific with respect to the action being grieved, the particular contract section or sections alleged to be violated, if appropriate, and the remedy requested. The remedy requested must be personal to the grievant.

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

Step 2. If the grievant is not satisfied with the response at Step 1, the grievance must be submitted in writing to the EMPLOYEE'S Division Chief within seven (7) calendar days. The Division Chief will, within seven (7) calendar days, render a written decision.

Step 3. If the matter is not satisfactorily settled at Step 2, the EMPLOYEE or his/her designated representative, if any, may submit the written grievance and response and any additional information in writing to the Superintendent within seven (7) calendar days after receipt of the Step 2 decision.

The Superintendent will review the grievance and issue a written decision to the EMPLOYEE within fourteen (14) calendar days after receipt of the grievance. At any step of the grievance process, the parties may mutually agree to an oral presentation by the agreed.

Section 11. If the Step 3 decision is unsatisfactory to the EMPLOYEE and the UNION, the UNION may, within fourteen (14) calendar days after receipt of the Step 3 decision, request arbitration of the grievance.

Section 12. Grievances initiated by the EMPLOYER or the UNION will be processed in accordance with the following steps:

Step 1. The UNION or EMPLOYER will present the grievance in writing to the other party within fourteen (14) calendar days after occurrence of the action or incident being grieved or within fourteen (14) calendar days of the date the grievant became aware of the incident.

The written grievance will contain:

- (A) the specific nature of the grievance;
- (B) the specific section of the Agreement violated; and
- (C) the corrective action desired.

The parties will meet within fourteen (14) calendar days after receipt of the grievance to discuss the grievance. The party filing the grievance will be furnished a decision by the other party within twenty-one (21) calendar days from the date of this meeting. Nothing herein will preclude either party from attempting to settle the grievance informally at the appropriate level.

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

ARTICLE 21. ARBITRATION

Section 1. Only the UNION or the EMPLOYER can invoke arbitration. The party seeking to have an issue submitted to arbitration must notify the other party of such intent within fourteen (14) calendar days of the final grievance decision.

Section 2. When arbitration is requested, the parties shall within seven (7) calendar days request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. As appropriate, the parties may jointly request the Federal Mediation and Conciliation Service to provide an arbitrator with certain specialized Federal arbitration experience.

Section 3. The parties shall meet within fourteen (14) calendar days after the receipt of the list of arbitrators and attempt to agree upon an arbitrator. If they do not agree upon one of the listed arbitrators, the parties shall, with the Union going first, each strike one (1) name from the list alternately until one (1) name remains. The remaining person shall be the duly selected arbitrator.

Section 4. If parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

Section 5. The arbitrator's fees, transcript, and all other expenses of the arbitration shall be borne equally by the EMPLOYER and the UNION.

Section 6. The arbitrator shall be requested to render his/her decision as quickly as possible, but in any event no later than thirty (30) calendar days after the conclusion of the hearing and submission of briefs unless the parties mutually agree to extend the time limit.

Section 7. The decision of the arbitrator will be final and binding except that the EMPLOYER and the UNION agree that the jurisdiction and authority of the chosen arbitrator and his/her opinions as expressed will be confined exclusively to the interpretation of the express provisions of law, rule, or regulations or provisions of the Agreement at issue between the parties. The arbitrator will have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose on either the EMPLOYER 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 as appropriate.

In considering grievances concerning actions based on unacceptable performance and adverse actions appealable to the Merit Systems Protection Board (MSPB), the arbitrator shall be governed by section 7701 (c) (1) of Title 5, United States Code, and, to the extent applicable, by the precedential decisions of MSPB.

ARTICLE 22. THIRD PARTY ISSUES

Section 1. All charges or appeals will provide for a period of time for informal settlement prior to invoking third-party processes. Example: Prior to filing an unfair labor practice charge with the General Counsel's office of the FLRA, the UNION or EMPLOYER must present the issue in writing to the other party and allow fourteen (14) calendar days for an informal settlement attempt to resolve the issue. If within the fourteen (14) calendar days the charged party responds in writing but settlement is not made, the charging party may exercise its right to file with the General Counsel. This provision does not alter the time period for filing to "third parties."

ARTICLE 23. DUES AND WITHHOLDING

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

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

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

Section 4. Allotments for UNION dues must be authorized on Standard Form No. 1187 which shall be purchased by the UNION for members. Members wishing to participate in the dues withholding program may authorize a pay allotment to cover UNION dues by submitting a signed SF 1187 to the Union Treasurer who will certify that the EMPLOYEE is a member in good standing in the UNION. He/she in turn will submit the forms to the appropriate timekeepers for transmittal to the Central Payroll Office (CPO) through the Administrative Officer.

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

Section 6. The amount of dues withheld shall remain unchanged until the UNION certifies to the CPO that the amount of dues has changed. Such changes shall not be made more frequently than once each twelve months, measured from the date of the first change made by the Union. Notification of dues changes must be received by the CPO two (2) weeks prior to the beginning of the pay period for which the change is effective.

Section 7. A member may revoke his/her allotment for UNION dues by submitting to the Payroll Office a completed and signed Standard Form No. 1188. When a member does not use a SF 1188, other written notification of revocation signed and dated by the member will be accepted. The effective date of such revocation shall not be less than one (1) full year after Initiation of the dues allotment and thereafter, during the first pay period on or after September 1 providing the notice is received prior to the beginning of such pay period. The payroll servicing officer will provide the UNION appropriate notification of the revocation. A duplicate copy of SF 1188 when completed by the member can be used for this purpose.

Section 8. Termination of dues withholding shall be automatic when an EMPLOYEE is expelled or ceases to be a member of the UNION or is assigned to a position outside the bargaining unit. The UNION will promptly notify the payroll servicing officer, in writing, when a member of the UNION is expelled or ceases to be a member.

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

ARTICLE 24. DISTRIBUTION OF AGREEMENT

Section 1. An approved copy of this Basic Agreement and amendments will be given by the EMPLOYER to each EMPLOYEE represented by the UNION and to new EMPLOYEES in the bargaining unit. Copies will also be provided for distribution in accordance with National Park Service instructions. Costs for reproducing this Agreement will be borne by the EMPLOYER.

ARTICLE 25. DURATION AND EXTENT OF AGREEMENT

Section 1. EFFECTIVE DATE AND TERM. The effective date of this agreement will be the date approved by the Director of Personnel, U.S. Department of the Interior, as provided by 5 USC 7114 (c) (1), (2), and (3). It will be in effect for three (3) years from the date of signing. The agreement will be automatically renewed for an additional two (2) year period and on every second anniversary date thereafter, unless between one hundred five (105) and sixty (60) calendar days prior to any such date either party gives written notice to the other of its desire to amend or modify the agreement. If such notice is given, this agreement will remain in full force and effect until the changes have been negotiated and approved.

Section 2. AMENDMENTS AND SUPPLEMENTS. This agreement may be amended and/or supplemented as follows:

- A. At any time under the provisions of the article entitled Negotiations.
- B. Within a reasonable time after the enactment of any new law which affects the provisions of this agreement. A proposal by either party to negotiate such amendment(s) or supplement(s) will cite the pertinent law or regulation and the article(s) of this Agreement affected. When such proposal is submitted, representatives of the EMPLOYER and the UNION will meet within thirty (30) calendar days to negotiate the requested amendment(s) or supplement(s). Time limits may be extended by mutual agreement of the parties.

Section 3. EFFECTIVE DATE, AMENDMENTS OR SUPPLEMENTS. Amendments will become effective upon approval of the Director of Personnel USDI. They will remain effective concurrent with the basic agreement.

The parties agree that the foregoing final typed copy is a complete copy of the full Agreement between the parties, has been read and agreed to by all signatures hereunder, and has been forwarded for approval on the 5th day of May, 1988.

For the Employer:

For the Union:

Clay Smalaker
Chief Negotiator

Kathleen Reed
Chief Negotiator

Thomas M. Kelly Jr
Member

John E. Caldwell
Member

Bob [unclear]
Member

Tanna L. Johnson
Member

Robert [unclear]
Member

W. B. [unclear]
Member

APPROVED:

[Signature]
Director of Personnel
Department of the Interior

6/2/88
Date