
AGREEMENT
BETWEEN
NATIONAL PARK SERVICE
BLUE RIDGE PARKWAY
UNITED STATES
DEPARTMENT OF INTERIOR

AND

UNION LOCAL 0446
AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES (AFGE)

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PREAMBLE

This Agreement is made between Blue Ridge Parkway (BLRI), National Park Service (NPS), (the Agency) and the American Federation of Government Employees (AFGE), Local 0446 (the Union), which is delegated the authority to act as the exclusive representative of bargaining unit employees (BUE) subject to this Agreement. Notwithstanding, the Parties may designate representatives to bargain on its behalf; the Union has determined that its representatives include Local Presidents, Officers, and Stewards.

The Parties acknowledge their mutual interest in and commitment to the accomplishment of the mission of BLRI. The Parties recognize that employees involved in operating the Parkway are critical to the success of the mission, and that without the talents of these high-quality employees, the Parkway would be unable to fulfill this mission.

In accordance with 5 U.S.C. 71, the Parties mutually recognize that the Congress of the United States has expressed public policy concerning labor relations in the Federal Government as follows:

1. The Congress finds that experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlement of disputes between employees, and their employers concerning conditions of employment.
2. The public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishments of the operations of the Government.
3. Therefore, labor organizations and collective bargaining in the Federal Service are in the public interest.

In carrying out Congress's purpose, the Agency and the Union therefore agree upon the following articles in an effort to provide collaboration in the development of BUE conditions of employment and for advancing an effective and efficient Government.

ARTICLE 1

UNIT DESCRIPTION AND PURPOSE

Section 1. Recognition

Pursuant to 5 U.S.C. § 7114 (a)(1), the Agency recognizes the American Federation of Government Employees, American Federation of Labor- Congress of Industrial Organizations (AFGE National, AFL-CIO) at its National Headquarters level, as the exclusive representative of the employees in the unit certified by the Federal Labor Relations Authority (FLRA) in Case Number AT-21-0021, issued on September 10, 2021.

In accordance with the FLRA decision (AT-21-0021) the American Federation of Government Employees, AFL-CIO, is the exclusive representative of the following unit:

Included: All professional and nonprofessional employees of the Blue Ridge Parkway, National Park Service.

Excluded: Management officials, supervisors, and employees described by 5 U.S.C. §7112(b)(2), (3), (4), (6), (7).

AFGE local 0446 is delegated the authority by Everett B. Kelley, National President, AFGE in a letter dated October 13, 2021, to act as the exclusive representative of the bargaining unit employees subject to this agreement.

Section 2. Purpose of this Agreement

It is the intent and purpose of the parties to promote and improve the efficient administration of the Blue Ridge Parkway in the public interest and the well-being of employees within the meaning of the Civil Service Reform Act and the Department of the Interior's labor-management policies and regulations, to establish a basic understanding relative to personnel policies, practices, and procedures, and matters affecting other conditions of employment, and to provide means for discussion and adjustment of these matters. The Agency agrees to provide positive leadership and to set an example to employees serving under its supervision and to instill in subordinates a sense of belonging. The Agency agrees to treat employees in a fair and equitable manner. The Union agrees to support the Agency in its effort to eliminate waste, combat absenteeism, conserve materials and supplies, ensure timely completion of work, improve the quality of workmanship, encourage the submission of improvement and cost reduction ideas, prevent accidents, and promote the development of goodwill among the Agency, employees, and community. Both parties recognize that the orderly, efficient, and continuous progress of the Parkway's operation is in the public interest.

ARTICLE 2 PROVISION OF LAWS AND REGULATIONS

This agreement is entered into under the authority granted by Public Law 95-454, entitled Civil Service Reform Act of 1978, and in accordance with other appropriate laws and regulations of the Federal Government.

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

Section 1. Relationship to Laws and Regulations

In the administration of all matters covered by this Agreement, the Parties are governed by the following:

- A. Existing laws, government-wide rules, and regulations in effect on the effective date of this Agreement, and future laws, government-wide rules, and regulations issued after the effective date of the Agreement that do not conflict with this Agreement. The provisions of this Agreement will prevail over any non-government-wide regulations, policies, and directives except as provided by law.
- B. Subsequently published policies and regulations required by law or by the regulations of appropriate authorities not in conflict with this Agreement.

Section 2. Provisions Made Invalid

Should any Federal law or court ruling hold any provision of this Agreement invalid, such provision shall immediately be deemed inapplicable and unenforceable. Unaffected provisions of the contract will remain in effect.

Section 3. Subsequent Agreements

The requirements of this Article shall apply to all subsequent supplemental, implementing, or subsidiary agreements between the Parties during its term.

Section 4. Past Practices

- A. The Party alleging that a past practice exists bears the burden of establishing, at a minimum, that:
 - 1. The alleged practice was clear and applied consistently.
 - 2. The alleged practice was not a special, one-time benefit or meant at the time as an exception to a general rule.
 - 3. Both the Union and the Agency knew the alleged practice existed and the Agency agreed with the practice or, at least, allowed it to occur.
 - 4. The alleged practice existed for a substantial period of time and occurred repeatedly.
- B. Any past practices existing at the effective date of this Agreement that are not incorporated therein shall be considered null and void.
- C. The Agency and the Union recognize that some past practices are mutually beneficial.
 - 1. Those past practices that the parties agree are mutually beneficial will continue subject to completion of bargaining in accordance with Article 49 of this Agreement.

Section 5. Effect of the Agreement

If a matter subject to negotiation under the provisions of 5 U.S.C. Chapter 71 is contained in this Agreement, there is no further duty on the part of the Agency to address the matter during the life of the Agreement.

Section 6. Interpretation of Policies and Regulations

This provision does not limit the Agency from exercising any authority whether founded in laws, regulations, or such policies as to govern its operations. No provision of this Agreement may be interpreted or construed to waive or abrogate any such right. Any ambiguity which may be interpreted to waive or abrogate a management right must be interpreted so as not to do so.

ARTICLE 3

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Management has such rights as are encoded in 5 U.S.C. § 7106 as follows:

- (a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency-
 - (1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
 - (2) in accordance with applicable laws—
 - (A) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - (B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
 - (C) with respect to filling positions, to make selections for appointments from—
 - (i) among properly ranked and certified candidates for promotion; or
 - (ii) any other appropriate source; and
 - (D) to take whatever actions may be necessary to carry out the agency mission during emergencies.
- (b) Nothing in this section shall preclude the Agency and any labor organization 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 this section; or
 - (3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 4 EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1. Statutory Rights

Pursuant to 5 U.S.C. § 7102. Employees' rights:

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 this chapter, such right 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 the Government, the 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 2. Right to Representation

In accordance with 5 U.S.C. § 7114, an employee shall have the right to representation.

- A. An employee may request Union representation if the employee reasonably believes that an examination conducted by management or an agent of management may result in disciplinary action being taken against the employee.
- B. Employees wishing to meet with the Union on duty time must have the advanced approval of their supervisor or designee.
- C. Upon request, the employee will generally be released from duties when requesting to meet with a Union Representative, unless work demands, coverage, or other mission requirement precludes release at the scheduled time. The supervisor retains the right to propose and/or approve an alternate date and/or time when the employee may be released.

Section 3: Weingarten Notification

The Agency shall annually, in January, inform each employee by email and bulletin board posting of their rights under Section 2.

Section 4. Secure Storage

- A. Where available and requested by an employee, the Agency will provide lockable accommodations for the secure storage of appropriate personal belongings for employees. Where these accommodations already exist, they will be maintained by the Agency. If the Agency decides to create, relocate, and/or rehabilitate lockable accommodations, the Agency agrees to engage the Union in discussion concerning the changes. Supervisors are encouraged to discuss the availability of lockable storage with new employees during onboarding.
- B. Use of government-issued lockable storage is optional. Based on internal security practices, no expectation of privacy should be assumed by a BUE when utilizing government provided secured storage.
- C. When entrance to a government provided secured storage of a BUE is required, the employee or the employee's representative will be provided notice of the entry and the opportunity to be present when:
 - 1. The Agency is aware of the identity of the storage's occupant;
 - 2. There is no exigency; and
 - 3. The entrance is unrelated to a law enforcement matter.

Section 5. Whistleblower Protection

In accordance with applicable law and regulation, employees are protected against reprisal for the lawful disclosure of information which the employee reasonably believes evidences a violation of law, rule, or regulation; gross mismanagement; a gross waste of funds; an abuse of authority; or, a substantial and specific danger to public health or safety.

Section 6. Personal Rights

- A. All employees shall be treated fairly and equitably in all aspects of personnel management and without regard to political affiliation, race, color, religion, national origin, gender, sexual orientation, marital status, age, or disabling condition and with proper regard and protection of their privacy and constitutional rights.
- B. Management and/or their agents, as well as employees will deal with each other in a professional manner, with courtesy, dignity, and respect.
- C. Management shall not issue unsafe or unlawful orders.
- D. In accordance with existing statutes and regulations, employees have the right to present their personal views to Congress, the Executive Branch, or other authorities without fear of penalty or reprisal.

Section 7. Non-work Space

The Agency agrees to continue to provide appropriate meal and break areas, access to cleaning materials, paper towels, surface cleaner, hot water, and soap in close proximity to employees' work areas, where these already exist. Nothing in this agreement precludes the agency from creating break areas where they do not currently exist. If the Agency decides to create, relocate, and/or rehabilitate break and meal areas, the Agency agrees to engage the union in discussions concerning the changes.

Section 8. Physical Fitness

- A. For BUEs who are required by the Agency to maintain specific levels of physical fitness (i.e., Protection and Wildland Firefighters), the Agency will allow reasonable duty time to maintain fitness levels.
- B. The Agency supports the physical fitness of its employees and encourages employees to exercise on a regular basis during non-duty time. The Agency recognizes there may be times when it is more conducive for employees to engage in physical fitness activities during their normal workday. To help employees meet their physical fitness objectives, employees may request to alter their work schedule (i.e., extended lunch) to exercise. The altered schedule must not interfere with operational needs or shorten their tour of duty. The decision to alter a work schedule for the purpose of physical fitness is at the sole and exclusive discretion of management.

ARTICLE 5 UNION RIGHTS AND RESPONSIBILITIES

Section 1. Exclusive Representation

Consistent with 5 U.S.C. § 7114 (a)(1) and this Agreement, the Union is entitled to act for, or represent the interests of all employees of the Unit, either collectively or individually, as described in Article 1 of this Agreement. The Union is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership.

Section 2. Union Representatives

The Union may designate its own representatives and receive official time for the performance of representational duties in accordance with Article 8, Official Time.

The Union President or their designee will provide the Chief of Labor Employee Relations or designee with electronic list(s) of all designated Union Representatives within thirty (30) days of the effective date of this Agreement. Each list will include the name, the Union title, Agency position title, duty location, email, and telephone number of each designated Union representative.

The Local 0446 President, or their designee, will provide an updated list to the Regional Chief of Employee and Labor Relations or designee and to the Superintendent when there is a change to a designated Union Representative within seven (7) business days. Such notice shall be provided before official time may be authorized. Only those employees identified on the list provided by the Union will be authorized to use official time.

Section 3. Representation Requirements

- A. Pursuant to 5 U.S.C. § 7114(a)(2)(A), the Union shall be given the opportunity to be represented at any formal discussion between one or more employees it represents and one or more representatives of the Agency concerning any grievance (to include settlement discussions) or any personnel policy or practice or other general condition of employment. This right to be represented does not extend to informal discussions between an employee and a supervisor concerning a personal problem, counseling, or work methods and assignments.
- B. The representative designated by the Union will be given advance notice, when practicable, sufficient to allow attendance of any formal discussion that is to be held.
- C. The Agency Representative will permit the Union Representative to ask relevant questions and have full participatory rights during the meeting.

- D. As provided in 5 U.S.C. § 7114 (a)(2)(B) the Union has the right to be represented at any examination of an employee in the bargaining unit by a representative of the Agency in connection with an investigation if:
1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
 2. The employee requests representation.
- E. The Union will determine which representative will be assigned to any particular investigatory examination, subject to the provisions of Article 8, Official Time.
- F. The Union representative will be given a reasonable amount of time to arrive at the examination, either virtually or in-person, and meet with the employee prior to the meeting. Once the employee requests representation, no further questioning will take place until the representative arrives. If the representative is not available due to work schedules or other representational business, the examination will be postponed or delayed for a reasonable amount of time in order to allow the employee to obtain union representation.

Section 4. Solicitation

Solicitation of membership or dues and other internal business of the Union shall be conducted during nonduty hours of the employees concerned. Canvassing and soliciting shall be conducted outside duty hours. Lunch and break periods are considered outside duty hours.

Section 5. Site Visits

Authorized representatives of AFGE will be allowed to visit the Blue Ridge Parkway at reasonable times on appropriate Union business provided the Agency has been notified in advance.

ARTICLE 6 LABOR-MANAGEMENT PARTNERSHIP

Section 1. Purpose

In order to promote effective labor-management relations and to promote the purpose set out in the Preamble of this Agreement, 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 discuss matters of mutual concern and interest and to resolve issues relative to the administration of this Agreement. The Committee will hold quarterly meetings which may be waived by mutual consent. Meetings will be held on official time. Special meetings may be called by the Agency or Union.

Section 2. Labor-Management Relations Committee

The Committee may address issues of concern with regard to personnel policies, practices, and matters, whether established by rule, regulation or otherwise affecting working conditions, including but not limited, to Equal Employment Opportunity (EEO), employee training and development, safety and health, childcare, and such other matters of mutual concern.

A. Limitations

1. The Committee is not a forum for grievances, and the request of an individual employee or group of employees for relief will not be a subject of discussion.
2. The Labor-Management Committee is not a forum for negotiations between the Parties. Matters appropriate for negotiation shall be addressed by the appropriate article of this Agreement.

B. Scheduling: The Parties shall exchange an agenda for the committee meeting session in advance. The provision of an agenda by one party to the other will prompt the scheduling of a committee session within usually no more than fourteen (14) calendar days.

C. Conduct of Meetings: Union Labor Management Committee member representatives will attend meetings using video conferencing or similar technology (e.g., Teams or other available video conferencing). If the technology and/or infrastructure at a representative's work location is not sufficient to allow the representative to participate using interactive video conferencing technology, the Agency will make arrangements to provide sufficient technology for the Union Representative(s) to participate in the meeting.

D. Membership: The Committee shall be composed of up to three (3) members for each side, with an equal number of Agency and Union designated representatives. The Parties shall identify their respective representatives to each other, upon submission of an agenda or within five (5) days of receiving an agenda.

- E. Attendance: Union Representatives shall be granted official time during their normal duty hours to participate in committee sessions. In the event that the Agency believes that it is unable to release the representative from their normal duties due to work related reasons, the Agency's Representative shall promptly contact the Union President to advise the President and attempt to resolve the issue. If the issue cannot be resolved, the meeting will be rescheduled.
- F. Arrangements: The Agency shall provide advance notification to the Union Representatives' supervisors of the date and time of committee sessions. The Agency shall endeavor to schedule sessions at times that cause the least disruption to the performance of normal work. However, overtime will not be authorized to participate in committee sessions.

Section 3. Other Committees

- A. If the Agency establishes a committee which includes bargaining unit employees, and the nature of the discussion(s) within that committee involves personnel policies, practices, and matters, whether established by rule, regulation or otherwise affecting working conditions, the Union shall be given the opportunity to be represented at the committee meeting.
- B. It is understood that the Union does not waive any bargaining rights with regards to recommendations or other decisions or proposed actions generated by committees.

ARTICLE 7 USE OF FACILITIES AND SERVICES

Section 1. Union Office Space/Meeting Areas

The Agency will continue to provide the Union office space, furnishings, and meeting areas. The Union is expected to maintain its space in a serviceable and clean manner and is responsible for ensuring accessibility to its space during normal maintenance schedules.

The Union will have access to computers, subject to all agency, region, and park security, software, patching, and lifecycle requirements. The Union will have access to a printer and photocopy equipment (or multifunction device), email, internet, phone, and internal mail for purposes which are consistent with the best interest of the Agency, employees, and the Union. These services will not be used for mass mailing or bulk reproduction.

Section 2. Bulletin Boards

The Union will be provided one bulletin board in each developed area where BUEs are assigned to work, and at headquarters. Boards will be placed in employee assembly areas wherever practicable. Additional bulletin boards may be authorized by mutual agreement. Items placed on such bulletin boards will concern such material as notices of Union meetings, elections, and recreational and social affairs and Union newsletters and bulletins. The posting of material will be subject to applicable laws and regulations.

Section 3. Notices and Information Sharing

The Union shall be permitted to publish notices and links to information in the park newsletter. Such notices and information must be submitted in conformance with the Agency's regulations concerning publication of notices.

Section 4. Use of Private Space

The Agency will provide a private area for the Union for preparing or discussing a grievance and preparing for meetings with management.

Section 5. Bargaining Unit Roster

The Agency will furnish quarterly, and upon request as needed, to the Union a list of bargaining unit members, including name, duty station, and designation (permanent and permanent career seasonal, term, and temporary seasonal) and position title and grade.

Section 6. Distribution of Literature

Official publications of the Union, which may include newsletters, flyers, or other notices, may be distributed on the Agency's property by Union Representatives during a non-duty time to BUEs. Distribution must be accomplished so as not to disrupt operations. All such materials shall be properly identified as official Union issuances. No Union publication endorsing a candidate for political office may be distributed.

ARTICLE 8 OFFICIAL TIME

Section 1. Policy Statement

Each employee's foremost responsibility is the completion of the duties of their Agency position of record. The Parties recognize that the purpose of official time is to provide BUEs time in which to perform Union representational activities during normal working hours, without loss of pay or charge to annual leave. This Article provides a process for the allocation and approval of official time and recognizes that the appropriate use of official time benefits both management and labor. The Parties agree that Union officials, when not engaged in authorized labor management activities, are expected to accomplish the duties of the position to which they have been assigned.

Section 2. Designation

- A. The Agency will recognize BUEs designated by AFGE Local 0446, as outlined in the Preamble and Article 5, as eligible to use official time subject to this Article.
- B. Only those employees identified by the Union will be authorized to use official time. AFGE Representatives who are not NPS employees may be authorized to enter the Agency's facilities subject to approval of a specific written advance request. Access to the Agency's work sites or employees in a duty status should never be assumed at any time.

Section 3. Exclusions

- A. Absent advance approval from the Agency, official time is not appropriate for use by a Union representative for work performed at home.
- B. In accordance with 5 U.S.C. 7131(b), the use of official time is prohibited for internal Union business.
- C. Individuals designated as Union Representatives that are placed on a Notice of Opportunity to Demonstrate Acceptable Performance (NODAP) will not be authorized official time during the period of the NODAP.
- D. Lobbying or political activities are not appropriate activities for which official time may be used. The Agency will not pay for official time or any associated expenses for any lobbying or political activities.

Section 4. Provisions for Official time

- A. Consistent with 5 U.S.C. 71 and this Agreement, Union Representatives will be granted official time, subject to availability as described below, for only the following representational activities:
 - 1. Term Negotiations. To prepare for and negotiate a collective bargaining agreement, in accordance with 5 U.S.C. § 7131(a).
 - 2. Mid-Term Negotiations. To prepare for and bargain over issues raised during the life of a term agreement, in accordance with 5 U.S.C. § 7131(a).
 - 3. Dispute Resolution. To appear in proceedings before the Federal Labor Relations Authority during such time as an employee would otherwise be in a duty status, in accordance with 5 U.S.C. § 7131(c).
 - 4. Local Wage Survey Participation. A reasonable amount of official time without charge to leave or loss of pay may be allowed for a Union representative to make a presentation at a hearing before the Local Wage Survey Committee when scheduled to do so by the committee and when selected by the Union as an official representative of the Union.
 - 5. General Labor-Management Relations. To perform miscellaneous representational activities authorized under 5 U.S.C. § 7131(d).
- B. Union Representatives may use a reasonable amount of official time, with advance supervisory approval.
- C. Grievant(s) and witnesses will be granted a reasonable amount of official time for the purpose of preparation and presentation of arbitration and grievances under this Agreement.

Section 5. Official Time Requests and Reporting Procedures

- A. A request for official time must be made in writing via email, generally two (2) business days in advance. These requests should be made providing enough advance notice to allow the Agency to consider, and plan for mission requirements. Sufficient information (start and stop time, employee represented, date, representational category, contact telephone number, and specific location, if other than the normal duty station or Union office) must be included with each request to use official time to allow the approving official to determine if the time requested and activity described meet the criteria outlined in this Article.
- B. Approval from an authorized supervisor/Agency official must be obtained by an employee prior to their engaging in official time as a Union Representative. To the extent possible, the Agency will provide a response by the next business day of receiving the official time request.

- C. If management is unable to approve a request for official time, the reason for denial will be provided in writing. If an operational need does not permit the employee to use the official time when requested, management will generally make a reasonable effort to allow the employee to use official time within two (2) workdays, keeping in mind the interests of the Union, as well as the needs of the Agency.
- D. The employee will immediately inform the supervisor when they return to work after completion of the representational activity using the method determined by the supervisor. An employee serving as a Union Representative is responsible for accurately recording official time on their time and attendance for pay purposes.

Section 6. Training within the Scope of the Federal Service Labor-Management Relations Statute (FSLMRS)

- A. An employee who has been designated in writing as being responsible for the transaction of Labor-Management business under this Article may be granted official time for attendance at Labor-Management training sponsored by the Union, provided the training course descriptions are within the scope of the FSLMRS and is of mutual benefit to the Agency and the employee in the capacity as a Union Representative in dealings with supervisors and/or Management. No travel expenses will be authorized.
- B. The Union will submit an advance written request under this Section which will identify those employees it desires to attend the training session and include a complete description of the training session for the Agency's consideration.
- C. Each Union representative will be granted twenty-four (24) hours of official time in their first year of stewardship, and sixteen (16) hours of official time in each subsequent calendar year to attend Labor-Management training on subjects within the scope of the statute. When official time cannot be granted, special consideration for annual leave and/or leave without pay shall be given to Union representatives for attendance at Union sponsored trainings.
- D. The Agency may limit the employees who may be excused for training with justifiable reasons (e.g., relating to the mission of the Agency).

Section 7. Leave Without Pay

A Union Representative may request Leave Without Pay (LWOP) to engage in Union activities that would be permitted under 5 U.S.C. § 7131(d).

Section 8. Travel to Other Locations

Official time may be authorized for Union representational functions that require travel outside of the Union's Representative's duty station when it is reasonable, necessary, and in the public

interest. Union representatives may be authorized to use a government vehicle for Union representational travel under limited circumstances consistent with law, rule, and regulation.

ARTICLE 9 DUES WITHHOLDING

Section 1. General

- A. BUEs who occupy positions represented by the Union may have their dues withheld through payroll deductions. Dues withholding is to be voluntary on the part of the individual employee. The Union is responsible for informing the BUE of the voluntary nature of dues withholding and the conditions governing a BUE revocation of dues withholding.
- B. In implementing the dues deduction program, the Agency and Union will be governed by the provisions of 5 U.S.C. § 7115 and this Article.

Section 2. Supply of Forms

The Union will be responsible for the distribution of the SF-1187 for the use by an eligible member of the Union who wishes to authorize the deduction of the employee's dues. The SF-1188 will also be available through the Union for BUEs who wish to revoke the allotment as described in Section 8.

Section 3. Requesting Dues Withholding

- A. In order to initiate dues withholding, a BUE must complete and sign an SF-1187.
- B. The Union agrees to inform the Agency, in writing, of the following:
 - 1. The dues amount(s) or changes in the dues amount(s);
 - 2. The amount of dues to be withheld, and changes in allotments; and,
 - 3. The name and address of the payee to whom the remittance should be made.
- C. The Union agrees to promptly forward completed and certified form(s) to the NPS Chief of HR Processing and the Chief of Employee and Labor Relations of Interior Region 2 or current HR point of contact. Dues will be withheld beginning no later than two (2) pay periods following Payroll's receipt of SF-1187.

Section 4. Dues Withholding Fees and Accounts

The Agency will remit by Electronic Funds Transfer the amount of dues withheld to a single account provided by the Union. The Agency will also send to the Union a listing of names and amounts withheld.

Section 5. Change in Amount of Dues

The Union may not change the amount of dues more than once in a twelve (12) month period. When the amount of regular dues changes, the Union will notify the NPS Chief of HR Processing and Chief of Employee and Labor Relations of Interior Region 2 or the current HR point of contact of that change in writing, who will then forward to Payroll for inclusion in future allotments. This should take effect within two (2) pay periods of notification to Payroll.

Section 6. Automatic Termination of Dues Withholding

All allotments of Union dues withholding will be automatically terminated in the following events:

- A. Loss of Exclusive Recognition. All deductions of Union dues provided for in this Article will automatically terminate in the event of loss of exclusive recognition.
- B. Separation or Transfer. Any individual allotment for dues withholding shall automatically terminate upon the separation of the employee from the Agency or transfer of the employee from the bargaining unit.

Section 7. Correction of Errors

The Agency agrees that the total error in the amount of dues withheld from BUE shall be adjusted as soon as practicable after the Agency has discovered the error or has received written notification from the Union of the error.

Section 8. Procedure to Cease Deductions

A Union member may revoke their allotment for Union dues by submitting a completed and signed SF-1188 to the Union who will forward the signed form to the NPS Chief of HR Processing and Chief of Employee and Labor Relations of Interior Region 2 or current HR point of contact. Bargaining unit employees may contact the Union for more information on the appropriate form/process.

An employee must maintain membership in the Union for one full year (i.e., one-year period of irrevocability under 5 U.S.C. 7115(a)) from the initial date of dues withholding.

ARTICLE 10 NEW EMPLOYEE ORIENTATION

Section 1. Union Notification

Once a month, the Agency will notify the Union of all new employees with their start date and work location.

Section 2. Orientation

The Agency will notify the Union of the dates and times of new employee orientation. The Union will be permitted to have a representative participate in new employee orientations. One day per month, during periods when new employees are onboarding, the Union will hold a scheduled 30-minute information session. This session will be mandatory for all new employees to attend once during their first 60 days. These sessions will be conducted in accordance with the language in 5 USC 7131.

ARTICLE 11
HOURS OF WORK, FLEXTIME, AND ALTERNATIVE WORK
SCHEDULES

Section 1. General Definitions

- A. Overtime. The work performed by an employee in excess of eight (8) hours in a day or in excess of forty (40) hours in an administrative workweek for an employee on a regular work schedule, or eighty (80) in a pay period for an employee on an alternative work schedule, and that is directed by the Agency. Credit hours are not overtime
- B. Basic Workweek. The administrative workweek shall be seven (7) consecutive days, Sunday through Saturday. The basic workweek shall be scheduled on five (5) consecutive 8-hour days, where possible. Where applicable, the Agency shall inform employees of the days and hours of the employee's basic workweek.
- C. Core Hours. The period of time when all employees on a particular shift are expected to be at work.
- D. Alternative Work Schedule (AWS). Both flexible work schedules and compressed work schedules.
- E. Fixed Shift. A workday with fixed employee arrival and departure times. These times are normally standardized and not variable.
- F. Flextime. An 8-hour workday in which the employee may vary the time of arrival and departure on a daily basis. A flexible work schedule includes "core time" and "flexible bands."
- G. Compressed Work Schedule (CWS). In the case of a full-time employee, an 80-hour biweekly basic work requirement that is scheduled for less than ten (10) workdays; and, in the case of a part-time employee, a biweekly basic work requirement of less than 80 hours that is scheduled for less than ten (10) workdays and that may require an employee to work more than eight (8) hours in a day.
- H. 5-4-9 Schedule. An 80-hour biweekly basic work schedule that includes five (5) workdays in one week and four (4) workdays in the second week of the pay period.
- I. Flexible Work Schedule (FWS). A work schedule established under 5 U.S.C. § 6122, that:
 - 1. In the case of a full-time employee, has an 80-hour bi-weekly basic work requirement that allows an employee to determine the employee's own schedule within the limits set by the Agency; and

2. In the case of a part-time employee, has a biweekly basic work requirement of less than eighty (80) hours that allows an employee to determine the employee's own schedule within the limits set by the Agency.
- J. Flexible Hours (also referred to as "flexible time bands"). The times during the workday, workweek, or pay period within the tour of duty during which an employee covered by a flexible work schedule may choose to vary the employee's times of arrival to and departure from the work site consistent with the duties and requirements of the position (See 5 U.S.C. § 6122 (a)(2)).
- K. Credit Hours. Any hours within a flexible work schedule which are in excess of an employee's basic work requirement and which the employee elects to work so as to vary the length of a workweek or workday.
- L. For the purposes of this Agreement, whenever used in any article, Service Computation Date (SCD) is the date so listed on an employee's most recent Standard Form (SF) 50 (Notice of Personnel Action).

Section 2. Work Schedules

- A. Basic Eight-Hour Schedule. This is a fixed five (5) day schedule that does not vary from day to day within the administrative workweek. It is an 8-hour day, excluding a 30-minute unpaid lunch period. Any other schedule (tour of duty) is subject to approval by the employee's supervisor in accordance with this Agreement.
- B. Alternative Work Schedules. AWS may be appropriate for some but not all employees based on the nature of the job assignments and functions. An employee may request an AWS by providing a written request specifying the desired schedule to the employee's immediate supervisor. If the request is denied, the supervisor will provide the reason(s) for denial in writing to the employee. Decision on whether to grant or deny an alternative work schedule will be provided no later than thirty (30) calendar days after the date requested
 1. To be eligible to participate in an AWS, the employee must have an approved AWS agreement, at least a Fully Successful rating of record, is not under a leave restriction requirement at the time of the request and has no disciplinary action in the prior six (6) months that the Agency determines is related to the abuse of, or the integrity of the AWS agreement.
 2. Employees must be at work during core hours, which are generally 9:00 a.m. to 3:00 p.m. for those working daytime shifts. Employees working other shifts will have their core hours determined by the Agency based on operational needs.
 3. In accordance with Section 5 of this Article, an employee may be placed on another schedule as mission, coverage, or work requirements occur.
- C. A CWS and flexible schedule cannot be combined, that is, worked at the same time.

- D. 5-4-9 schedule is a type of compressed work schedule in which a full-time employee works eight (8) 9-hour days and one (1) 8-hour day for a total of eighty (80) hours in a biweekly pay period, exclusive of the meal period. Part-time employees will fulfill their work requirement, as directed, over a 9-day biweekly pay period based on the particular part-time appointment.
- E. 4-10 schedule is a type of compressed work schedule in which a full-time employee works ten (10) hours a day, forty (40) hours a week and eighty (80) hours a biweekly pay period, exclusive of the meal period. Part-time employees will fulfill their work requirement, as established in their appointment, over an 8-day biweekly pay period. The supervisor shall determine the number of hours a part-time employee must work each day, based on the particular part time appointment.
- F. FWS means an eight-hour workday in which the employee may vary the time of arrival and/or departure on a daily basis.

Section 3. Authorized Work Breaks

- A. Rest Periods. Employees are entitled to take one (1) 15-minute rest period during every four (4) hours worked. These may not be taken to extend the lunch period, or at the beginning or end of the workday.
- B. Lunch Period. An unpaid lunch period will be taken for work schedules exceeding six (6) hours per day. Depending on the employee's approved schedule, the supervisor will determine the employee's lunch period (i.e., duration of the lunch). The duration should generally be a minimum of thirty (30) minutes and maximum of sixty (60) minutes and should be taken between the third (3rd) and fifth (5th) hours of the shift. Employees working a daily schedule of six (6) hours or less may waive the lunch period.

Section 4. Credit hours

- A. Employees who work a flextime schedule may earn credit hours. Employees working fixed or compressed work schedules are not eligible to earn credit hours.
- B. Employees must request to work credit hours in advance. The request will be approved or denied by the supervisor. Credit hours may be earned and used in 15-minute increments.
- C. The use of credit hours will be subject to the same criteria as annual or sick leave. An employee may use earned credit hours for all or any part of any approved leave. Credit hours must be earned before they may be used. If used in lieu of annual leave, advanced supervisory approval is required.
- D. Full-time employees may earn and carryover a maximum of twenty-four (24) credit hours to succeeding pay periods. Part-time employees may earn, accumulate, and carry over a maximum of one-fourth of the hours in their biweekly basic work requirement. A full-time employee who has accumulated more than twenty-four (24) credit hours (or a part-

time employee who has accumulated more than the maximum allowed) is subject to forfeiture of the excess credit hours if they are not used prior to the end of the pay period.

Section 5. Procedures for Establishing Special Temporary Work Schedules

- A. Training. Employees away from their duty station for training, court leave, or travel will revert to a Monday-Friday 8-hour schedule consistent with the hours of the training program for the pay period in which such events occur.
- B. Temporary Duty. When an employee covered by this agreement is assigned to a temporary duty station using another schedule, either traditional or AWS, the Agency may allow the employee to continue to use the schedule used at the employee's 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. An employee's work schedule may be changed in accordance with 5 CFR 610.121(a). Changes outside of those necessary under 5 CFR 610.121(a) will not be undertaken solely to avoid payment of overtime or the earning of compensatory time.

Section 6. Shift Work

- A. The Agency shall determine whether more than one shift outside of the basic workweek is required.
- B. Tour of duty assignments will be made among qualified employees by notifying employees of the nature and duration of the shift and first requesting volunteers. If more volunteers request a shift than needed, the shift will be offered by highest seniority in accordance with their SCD. If less volunteers request a shift than needed, employees will be assigned by lowest seniority in accordance with their SCD.
- C. Any special skill requirement may void Section 6.B. above.
- D. Employees on shift work are entitled to any differential to which they are entitled by applicable law, government-wide rule, or regulation.

Section 7. Changes in Tours of Duty

- A. The Agency shall determine whether more than one tour of duty is required.
- B. Tour of duty assignments will be made among qualified employees by notifying employees of the nature and duration of the tour of duty and first requesting volunteers. If more volunteers request a tour of duty than needed, the tour of duty will be offered by the highest seniority in accordance with their SCD. If less volunteers request a tour of duty, than needed, employees will be assigned by lowest seniority in accordance with SCD.

- C. Any special skill requirement may void Section 7.B. above.
- D. Employees on a particular tour of duty are entitled to any compensation to which they are entitled by applicable law, government-wide rule, or regulation.

Section 8. Adjusting Compressed, Alternative, Flexible, or Other Schedules

- A. When the Agency finds it necessary to adjust one or more employee's schedule in accordance with 5 CFR 610.121(a) it will provide notice to the affected employees of the work unit, park or office, as soon as practicable of its requirements including the schedules needed. Generally, for changes outside of those taken under 5 CFR 610.121(a), reasonable advance notice is not less than fourteen (14) calendar days, unless the action/event which necessitates the change is unforeseen.
- B. Qualified employees may bid on the available schedules. Equally qualified and appropriate employees will be selected in order of seniority by SCD. Where insufficient employees bid on the schedules, the most junior qualified employee will be selected moving up in seniority until all needs are met.
- C. Nothing herein pertaining to AWS requires a change to an employee's work schedule who already has an approved AWS Agreement.

Section 9. Flextime Plan

- A. FWS means an eight-hour workday in which the employee may vary the time of arrival and/or departure on a daily basis. A FWS includes core time and a flexible band. "Flexible time and flexible bands" mean the specific periods of the workday during which employees may opt to vary their arrival and departure times. Employees may choose their start time daily.
- B. Employees who have the option of participating in the flextime plan must request flextime in writing. Employees have the option for changing from a fixed shift to flextime at the beginning of the first full pay period in every quarter.
- C. All BUEs using a flextime schedule are obligated to provide accurate start and end times daily in a manner approved by their supervisor.
- D. To the extent feasible, existing lunch and break times will continue.

Section 10. Compressed Work Schedule Plan

- A. General. When approved to work a 5-4-9 plan, employees will work eight (8) 9-hour days each pay period plus one (1) 8-hour day for a total of nine (9) workdays in each pay period. Participants will have five (5) non-workdays in a two-week pay period.

- B. Scheduling. First consideration in determining CWS days off approval will be subject to coverage and meeting mission needs. Employees will be given an opportunity to request their preferred CWS day-off, and 8-hour day for employees on an approved 5-4-9 schedule. Conflicts in scheduling between BUEs that result will be resolved in favor of the employee with the earliest SCD, if a conflict exists with another employee's schedule request.
- C. Holidays. Prior to implementation, the Agency will inform employees of the effect compressed work week schedules have on holidays, overtime pay, and premium pay. If a holiday falls on an employees' day off due to the 5-4-9 schedule, the employee will get the preceding workday off as an "in lieu of" holiday.

ARTICLE 12 TELEWORK

Section 1. General

Telework is an effective strategy for mission accomplishment, ensuring continuity of operations in a crisis, and recruiting and retaining valued talent. It is the policy of the National Park Service, Department of the Interior (DOI) to promote telework that does not diminish employee performance or agency operations, or adversely affect the ability of the Agency to achieve its mission. Employees do not have a presumptive right to telework. An employee's participation in the telework program is voluntary and must only be approved when it is deemed to be in the best interest of the Agency.

Section 2. Participation

Bargaining Unit Employees may telework consistent with the Agency's (DOI) telework policy (Personnel Bulletin 21-07) subject to mission requirements and applicable laws, government-wide rules, regulations, and OPM policy. The Department's telework policy and guidance may be found at <https://www.doi.gov/telework>.

ARTICLE 13 OVERTIME

Section 1. General

Overtime work shall be paid for at the appropriate overtime rates in accordance with applicable regulations. Overtime rates shall include additional pay to which the employee is entitled. Employees may elect and the Agency will generally approve, compensatory time in lieu of overtime pay. However, the Agency may not direct an employee to work for compensatory time.

Employees covered by both the FLSA and Title 5 U.S.C. shall receive overtime compensation in accordance with whichever benefit is greater. Management will not change an employee's work schedule solely to circumvent the payment of overtime. However, this does not prevent management from making the schedule change to either carry out its function or to avoid substantial cost. The above does not preclude management from making any permanent scheduling changes to protect the overall efficiency of operations.

Overtime will be scheduled and paid in increments of fifteen (15) minutes.

Section 2. Overtime Distribution

The Agency agrees that overtime work will be distributed equitably among the employees within the unit as far as the character of the work will permit. In distributing overtime, preferences will be granted to employees assigned to the positions for which overtime is required. However, the Agency has the right to order any employee to perform overtime when their skills are required.

Section 3. Notice of Overtime

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

Section 4. Area of Work

When employees are assigned to a particular work area for the purpose of supplementing the workforce of the work area on a continuing basis, and overtime is required of the employees of the work area, the employees assigned will be given equitable consideration for the overtime.

Section 5. Relief from Overtime

The Agency may, upon request from the employee, relieve that employee from an overtime assignment where such assignment would result in an unreasonable inconvenience adversely affecting the employee or his family. An employee should be relieved in those instances where another qualified employee, in the same organizational element, is readily available for the

assignment and willing to work. The hours of overtime declined will be considered as overtime hours worked for the purpose of determining the equity of overtime distribution.

Section 6. Records

The Agency will maintain records of all overtime worked in accordance with current directives. Upon request, the Union and Agency will review alleged inequities in distribution of overtime.

Section 7. Callback Overtime

Employees called in to work other than their regular hours of work shall be compensated for a minimum of two (2) hours in accordance with the provisions of regulations regardless of whether the employee is required to work the entire two (2) hours. This provision does not apply to time continuing beyond regular hours. It is understood that any employee who is called in before his scheduled starting time and works straight on to his scheduled quitting time is entitled to that amount which would be payable at the overtime rate.

Section 8. Allocation of Overtime

Whenever possible, work normally performed by the bargaining unit should be assigned to employees of the bargaining unit when overtime is required.

Section 9. Meals

When employees are assigned to work overtime that will exceed two (2) hours at the end of their workday, provisions will be made for the employees to secure food.

Section 10. Incident Meals

Food will be provided at Government expense at approximately four-hour intervals on fire suppression, search and rescue operations at remote locations for incidents declared as formal incidents in accordance with agency rules and regulations.

ARTICLE 14

INCIDENT-EMERGENCY CALL-OUT AND WILDLAND FIRE RESPONSE

Section 1. General

The Agency will administer Incident-Emergency Callouts and Wildland Fire Response consistent with Agency policy (e.g., DO-18, DO-55, DO-57), applicable laws, and government-wide rules and regulations.

- A. The Parties recognize that the NPS may provide trained, qualified personnel to support special incidents generally involving wildland fires, but which may include incidents such as hurricanes, terrorist activities, and threats to homeland security.
- B. Other than firefighting, incident participation will generally be based on the relationship between an employee's job duties and the requirements of the incident.

Section 2. Wildland Firefighting

- A. Employees involved in firefighting callouts are subject to NPS qualification and training requirements.
- B. The Agency agrees to notify employees of training opportunities. Employees may request training. The Agency will evaluate requests based on budgetary constraints and operational needs. Any employee who is denied training will receive written reason for being denied, upon request.
- C. When the Agency seeks volunteers, priority is given first to employees who have the requisite skills, experience, qualifications, and training, then employees with the longest service as determined by the Service Computation Date (SCD).

Section 3. Other Callouts

Other Callouts will be administered consistent with Section 1 above in this Article.

Section 4. Rest and Recuperation Days

Rest and Recuperation Days will be administered in accordance with Agency policy (i.e., National Wildfire Coordinating Group (NWCG), Standards for Interagency Business Management) and DOI, NPS policy.

Section 5. Hazardous Duty and Environmental Differential Pay

Hazard Pay will be afforded to employees in accordance with 5 U.S.C. 5545(d), 5 U.S.C. 5548(b), and 5 CFR 550 Subpart I, and the Department of Interior Time & Attendance Policy.

ARTICLE 15 EMPLOYEE AFTER-HOURS CALLOUT

Section 1. Purpose

The Agency and the Union agree that hazardous conditions and other work exigencies may arise along the Blue Ridge Parkway and its facilities after normal work hours that require an immediate response by Agency employees to respond and/or mitigate such hazards as reasonably practical to prevent personal injury, loss, or damage to property. Employees as well as Supervisors may be called out by the Agency after hours in response to such circumstances. Commissioned law enforcement officers should refer to Article 30, Law Enforcement.

Section 2. Expectations for After-Hour Callouts

When an After-Hours Callout is required, the Agency will contact the appropriate Employee and request they return to the workplace for the purpose of addressing an identified hazard or other operational need in a safe manner.

The Agency agrees that After-Hours Callouts will be distributed equitably among the employees within the unit as far as the work will permit. In distributing After-Hours Callouts, preference will be granted to employees assigned to the positions for which the After-Hours Callout is required. However, the Agency has the right to assign any employee to perform overtime when their skills are required. Employees responding to After-Hour Callouts will be compensated in accordance with Article 13, Overtime.

It is expected that when contacted by the Agency for an After-Hours Callout, the Employee will respond to the contact promptly and report to work as assigned unless specific circumstances exist that prevents an employee from safely reporting to work.

ARTICLE 16

LEAVE

Section 1. General Policies and Practices

- A. Employees shall accrue leave in accordance with statutes and regulations of the Office of Personal Management (OPM).
- B. With the exception of military leave, all absences will be charged in increments of fifteen (15) minutes.
- C. Leave requests, approvals, and denials will be submitted primarily in the Agency's payroll/timekeeping system, Quicktime or current system. Requests will be entered subject to the availability and access to a government computer with network access. Employees who do not have access, at the supervisor's discretion, may be permitted to utilize optional means to submit leave requests, however, the supervisor will advise employees of the method(s) and time frames for entry into the payroll/timekeeping system. Employees should submit all leave requests with reasonable advance notice for approval to permit orderly scheduling. Approval of leave is required prior to an employee being able to utilize requested leave. In the event of unanticipated leave, employees should notify their immediate supervisor, or designee, by phone or alternative means at the supervisor's discretion, indicating the type of leave being requested, duration of absence, and an acceptable reason for that absence.
- D. The Agency will attempt to accommodate employees who are arranging for and/or attending funerals and similar emergencies for immediate relatives, or individuals related by blood, or affinity whose close association with the employee is the equivalent of a family relationship.
- E. Use of leave or leave balances, unless related to leave abuse, will not be the sole basis for denial of overtime or credit hours, according to Agency policy.
- F. The Agency will provide employees with its reasons for denial of leave in writing. Leave cannot be denied as a disciplinary measure.
- G. In accordance with applicable regulations, when timely requested leave cannot be approved or used prior to the end of the leave year, in order to avoid annual leave forfeiture, the annual leave will carry over into the next leave year if it was scheduled before the third biweekly pay period before the end of the leave year and it otherwise meets the conditions for annual leave restoration in accordance with agency policy, standard procedures, and guidelines.
- H. Employees, upon request and with the approval of the supervisor, may change previously authorized annual leave to sick leave in accordance with Section 3 of this Article.

Section 2. Annual Leave

- A. Annual leave is provided and used to allow employees an annual vacation period of extended leave for personal and emergency purposes. Generally, the use of accrued annual leave is the right of the employee, subject to the right of the Agency to approve the time at which leave may be taken. Employees should submit leave requests with reasonable advance notice for approval of all anticipated leave to permit orderly scheduling. Nothing herein, as it pertains to annual leave requests, requires a change in existing annual leave scheduling procedures. It is the employee's responsibility to request annual leave, to avoid leave forfeitures, which might otherwise result.
- B. The Agency agrees that reasonable efforts will be made to grant annual leave requested in advance except where conflicts of scheduling or undue interference with the work of the Agency would preclude it.

Section 3. Sick Leave

- A. Employees should submit sick leave requests in accordance with Section 1.C. above and with reasonable advance notice for approval to permit orderly scheduling.
- B. Subject to Agency approval of leave, as appropriate, employees may use sick leave accrued in accordance with the statute and regulation as determined by the OPM in the following situations:
 - 1. Incapacity due to illness or injury.
 - 2. Medical, dental, optical, or surgical examination or treatment for the employee or immediate family member.
 - 3. Incapacity due to pregnancy or confinement.
 - 4. For a serious health condition of the employee or a family member (family member as defined by OPM).
 - 5. As provided by law, government-wide regulation and Executive Order and based on leave balance and accrual rates, to care for family members (spouse, spouse's parents, brothers, sisters, and others whose close association creates the equivalent of a family relationship who have conditions for which the employee would qualify for sick leave, and for bereavement purposes (to make arrangements necessitated by the death of a family member or to attend the funeral of a family member).
- C. Where foreseeable, employees must request advance approval for sick leave. Employees encountering the need for unanticipated sick leave, which could not be requested in advance, must notify their supervisor or designee, by phone or alternative means at the supervisor's discretion, indicating the type of leave being requested, duration of absence, and an acceptable reason for that absence. Such notification must be made as soon as

possible, but no later than the time the employee was scheduled to report to work. If the degree of illness or injury prohibits compliance with this requirement, the employee will report the absence as soon as possible and have an acceptable reason for failing to report their absence in accordance with this process.

1. Employees normally shall not be required to furnish a medical certificate or administratively acceptable evidence to substantiate a request for approval of sick leave for periods of three (3) consecutive workdays or less unless there is a reasonable basis to believe leave abuse may exist as determined by the Agency or the employee is on a leave restriction.
 2. If an illness lasts longer than three (3) consecutive workdays, a supervisor may require the absence be supported by administratively acceptable evidence. A medical certificate should normally be presented within fifteen (15) calendar days after the employee returns to duty and should state the dates that the employee was ill and the nature of incapacitation for duty.
 3. The Agency may elect but is not required to waive the requirement for a medical certificate where the employee provides an acceptable explanation for the absence or by the employee's self-certification in instances where the illness was not treated by a health care provider. The statement will indicate why a health care provider was not seen (e.g., remoteness of area, continuing nature of the illness, or other specific reasons). The supervisor may request clarification should the employee's written statement not be sufficient to support the request. Employees on leave restrictions will still be required to present medical documentation in accordance with their leave restriction and no waiver of this requirement will be granted.
 4. An employee with a chronic medical condition that does not require medical treatment but does result in periodic absences from work for three (3) consecutive days or more will not be required to furnish a physician's certificate on a continuing basis if the employee: (1) is not on leave restriction and (2) provides, if requested, an updated valid medical certificate when directed, which clearly states the continuing need for periodic absences. Employees who meet the criteria for Family and Medical Leave Act (FMLA) may request FMLA.
- D. The Agency will treat as confidential any medical information provided by an employee to any agent or representative of the Agency in support of a request for sick leave. The Agency may disclose such information subject to the Privacy Act of 1974 (552a) and 5 C.F.R. 339 only for purposes of making informed management decisions and only to individuals who have a need to know. A need to know normally extends to managers in the organizational chain and their technical advisors.

Section 4. Leave Abuse

- A. When the Agency believes an employee is abusing leave (to include but not limited to excessive usage, unusual pattern or circumstances of usages, etc.), employees may be subject to being placed on a leave restriction.
- B. Supervisors shall initiate a discussion with the employee prior to the issuance of the leave restriction.
- C. The written notice will explain the specific reasons for the Agency's belief and will remind the employee of the specific scheduling and leave request requirements at issue. A written decision to extend or rescind the restrictions will be made no later than six (6) months after the restriction is initiated.
- D. When supporting medical documentation is required, an employee will be granted fifteen (15) calendar days to produce administratively acceptable evidence supporting their request for sick leave. If it is not practicable under the particular circumstances to provide the requested evidence or medical certification within fifteen (15) calendar days after the date requested by the Agency despite the employee's diligent, good faith efforts, the employee must provide the evidence or medical certification within a reasonable period of time under the circumstances involved, but no later than thirty (30) calendar days after the date the agency requests such documentation. An employee who does not provide the required evidence or medical certification within the specified time period is not entitled to sick leave.

Section 5. Excused Absences

- A. Voting: In accordance with applicable regulation and to the extent it does not seriously interfere with operations, approved absence may be granted for voting. As a general rule, where the polls are not open at least three (3) hours before or after an employee's regular hours of work, an excused absence (administrative leave) may be granted which will permit the employee to report to work three (3) hours after the polls open, or leave work three hours before polls close, whichever requires the lesser amount of time off.
- B. Weather and Safety Leave
 - 1. All employees are to presume that the Agency is open for operation each regular workday unless specifically informed otherwise.
 - 2. Depending on the circumstances of the particular situation, the Agency will attempt to notify employees as soon as possible of changes to opening schedules via automated system or direct contact from a supervisor.
 - 3. When a decision is made to dismiss employees during the workday, employees on duty at the time of the dismissal and not involved in emergency services, hazard mitigation, recovery operations, or critical systems operations, will be excused and may be granted weather and safety leave. Employees on an approved

telework agreement will be required to complete their shift from their approved telework location. In the event an employee in a duty status on the day of an early dismissal or closing requests annual leave due to inclement weather or other condition warranting dismissal or closing, leave will be approved in a fair and equitable manner.

4. Determining whether to grant Weather and Safety leave and the duration of the leave is the sole and exclusive authority of the Agency.
5. When an emergency condition forces the closure of a workplace and employees thereof are granted weather and safety leave as a result, an employee of that same facility:
 - i. Who is working at home on an approved telework program under Article 12, Telework; and
 - ii. Who is prevented from accomplishing work because of that same emergency condition (e.g., where a power outage affects employees both at home and in the office), should be treated as employees working in the office, all things being equal. A telework employee claiming weather and safety leave under this provision is responsible for providing appropriate documentation in support of that claim.
6. If the President, OPM, or other appropriate authority declares a natural disaster area, employees who are faced with a personal emergency caused by that natural disaster will be eligible for a reasonable amount of weather and safety leave, based on the facts and circumstances of the personal emergency. An employee requesting weather and safety leave under this Section may be required to provide an explanation and/or documentation in support of the employee's claim.
7. In accordance with 5 U.S.C. § 6329c, the agency may grant Weather and Safety leave when an employee or group of employees is prevented from safely traveling to or performing work. During adverse weather conditions, employees are expected to make every reasonable effort to get to work and to call their supervisor as soon as possible when they know they will be late. An employee requesting weather and safety leave under this Section may be required to provide an explanation and/or documentation in support of the employee's claim. When the opening of a work site is delayed due to hazardous weather or other emergency conditions, employees (except emergency employees, unless specifically designated) will be excused without charge to leave or loss of pay from the beginning of their tour until the time announced for the work site to open. Employees on approved leave are not affected by the above and will not be granted Weather and Safety Leave.
8. Emergency employees are employees who are expected to report to their worksite or begin teleworking (as permitted) on time unless otherwise directed by the

Agency. Emergency employees are expected to report to or remain at their worksite unless otherwise directed by the Agency. Generally, emergency employees do not receive weather and safety leave.

Section 6. Unscheduled Use of Leave

- A. Supervisors may grant leave when it is not scheduled in advance subject to mission and coverage requirements.
- B. In the event of unanticipated leave, employees should notify their immediate supervisor, or designee, by phone or alternative means at the supervisor's discretion, indicating the type of leave being requested, duration of absence, and an acceptable reason for that absence.
- C. If the employee does not report to work when expected and does not call in, the employee's leave status will not generally be determined until the two (2) hours after the start of the employee's scheduled shift, except for the need to process timecards. The absence may be charged to Absent without Leave (AWOL), and possible disciplinary or other administrative action considered, if the employee has not called in or leave is denied. This will not preclude a later change in leave status for good and sufficient reasons.
- D. When the Agency charges an employee AWOL, it will notify the employee in writing. The notification will be issued to the employee as soon as possible but no later than the end of the pay period for which the AWOL is recorded. Such notice will include the reason for charging AWOL and include the date and time period in question. The notice will be delivered to the employee in writing either via email or memo format.

Section 7. Advances of Leave

- A. In accordance with applicable regulation, the Agency has discretion to advance sick leave to an employee, when required by the exigencies of the situation, for the same reasons it grants sick leave to an employee, subject to the limitations described below. The Agency will not advance sick leave to an employee when it is known (or reasonably expected) that the employee will not return to duty (e.g., when the employee has applied for disability retirement). Before granting advanced sick leave, the approving authority will consider such matters as the expectation of return to duty, the need for the employee's services, and the benefits to the Agency of retaining the employee.
- B. Two hundred forty (240) hours is the maximum amount of advanced sick leave a full-time employee may have to their credit at any one time. For a part-time employee (or an employee on an uncommon tour of duty), the maximum amount of sick leave an Agency may advance to the employee must be prorated according to the number of hours in the employee's regularly scheduled administrative workweek.

C. The Agency may advance up to 240 hours of sick leave to a full-time employee:

1. Who is incapacitated for the performance of his or her duties by physical or mental illness, injury, pregnancy, or childbirth;
2. For a serious health condition of the employee or a family member;
3. When the employee would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease;
4. For purposes relating to the adoption of a child; or
5. For the care of a covered servicemember with a serious injury or illness, provided the employee is exercising his or her entitlement to Family Medical Leave Act (FMLA) leave to care for a covered servicemember.

D. The Agency may advance up to 104 hours of sick leave to a full-time employee:

1. When the employee receives medical, dental or optical examination or treatment;
2. To provide care for a family member who is incapacitated by a medical or mental condition or to attend to a family member receiving medical, dental, or optical examination or treatment;
3. To provide care for a family member who would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by that family member's presence in the community because of exposure to a communicable disease; or
4. To make arrangements necessitated by the death of a family member or to attend the funeral of a family member.

E. Advanced Annual Leave

1. In accordance with applicable regulation, the Agency has discretion to advance annual leave to an employee in an amount not to exceed the amount the employee would accrue within the leave year. The Agency will not advance annual leave to an employee when it is known (or reasonably expected) that the employee will not return to duty, e.g., when the employee has applied for disability retirement. Before granting advanced annual leave, the approving authority will consider such matters as the expectation of return to duty, the need for the employee's services, and the benefits to the agency of retaining the employee.
2. Liquidation of Advanced Annual Leave: Advanced annual leave may be liquidated by subsequently earned annual leave or by a refund upon separation from federal service. With the consent of the Agency, an employee may arrange to refund advanced annual leave in cash, if mutually agreeable and

administratively feasible. The pay rate applicable to refund is that rate which was in effect at the time the advanced annual leave was taken.

3. When an employee who is indebted for advanced annual leave transfers to another federal agency without a break in service, the NPS must certify the employee's annual leave account to the new agency for charge. NPS will transfer the negative annual leave balance to the employee's new agency.
4. When an employee who is indebted for advanced annual leave separates from federal service, the employee will be required to refund the amount of advanced leave, or the Agency may deduct that amount from any pay due the employee upon separation. However, if the employee dies, retires for disability, or is separated or resigns because of disability, the requirement to repay does not apply. The Agency will make the determination as to whether an employee has separated or resigned because of disability.
5. An employee who enters active military service with a right to restoration is not considered as having separated and is not required to refund the amount of advanced annual leave when entering military service. The advanced annual leave will be liquidated either after the employee returns to duty or is separated from Federal service.

Section 8. Leave Without Pay

Except as provided by applicable regulation, leave without pay (LWOP) is not a right and does not accrue to an employee. Employees may request LWOP in the same manner as they would request sick or annual leave. Requests for LWOP will be given consideration.

LWOP is granted at the discretion of the Agency, except in the following cases:

- A. When a disabled veteran requests LWOP for medical treatment; (Executive Order 5396, July 17, 1930).
- B. When requested by a reservist or National Guard member for military duties in accordance with appropriate military orders and/or documentation. Employees may request such leave after their military leave has been exhausted (38 USC 4316(d));
- C. When requested by an employee who has suffered an incapacitating job-related injury or illness and is waiting adjudication of a claim for employee compensation by the OWCP; or,
- D. When an employee makes a request pursuant to the Family and Medical Leave Act (FMLA) and meets the criteria for that program (Public Law 103-3, February 5, 1993)

Section 9. Military Leave

- A. In accordance with laws and regulations, full-time employees who are members of the National Guard or the Armed Forces Reserves are entitled to fifteen (15) days (120 hours) of regular Military Leave (ML) in a fiscal year for active duty, active-duty training or inactive duty training.
- B. For part-time career employees and for employees on uncommon tours of duty, ML is pro-rated based on the number of hours in the employee's regularly scheduled biweekly pay period.
- C. Employees who do not use the entire fifteen (15) days can carry any unused ML (not to exceed 15 days) over to the next fiscal year. ML may never exceed thirty (30) days in a leave year.
- D. Regular ML is charged in increments of one (1) hour. An employee may be charged ML only for hours that the employee would otherwise have worked and received pay. Members of the Reserves and National Guard will no longer be charged ML for weekends and holidays that occur within the period of military service.

Section 10. Court Leave

- A. In accordance with law and regulations, an employee with a regular scheduled tour of duty is entitled to Court Leave (CL) for:
 - 1. Jury duty with a Federal, District of Columbia, State or local court;
 - 2. Witness duty on behalf of a State or local Government;
 - 3. Witness duty on behalf of a private party when the Federal or District of Columbia or a State or local Government is a party to the judicial proceeding.
- B. Before being granted court leave the employee shall provide a true copy of his summons for jury duty. Upon completion of his/her service, the employee shall present to the Agency satisfactory evidence of the time served on such duties together with any jury fee received, provided the jury fees received are for normal duty hours and days.
- C. In those cases where time and travel permit, and where no hardship results, when an employee is excused by the court from jury duty for one day, or a substantial portion of one day, he/she shall be expected to return to duty or be charged annual leave for the time excused. It is agreed and understood that substantial portions means excused by the court by 12 noon.
- D. Any fees payable for such service must be remitted to the Agency, with the exception of any reimbursement for expenses such as travel.

- E. If an employee is absent from duty for any other judicial proceedings, the absence must be covered by an appropriate leave request (annual leave or leave without pay) from the employee.

Section 11. Family and Medical Leave Act (FMLA)

FMLA will be administered in accordance with 29 CFR 825.

Section 12. Leave for Parental and Adoption Reasons

Leave for parental and adoption reasons shall be administered in accordance with applicable regulations.

- A. The Agency will generally be liberal when granting leave for parental reasons and will apply its policies fairly. Such leave may include Paid Parental Leave (PPL), LWOP, sick leave (when appropriate) or annual leave.
- B. Employees are entitled to leave for PPL under the Federal Employee Paid Leave Act.
- C. The following conditions apply to the granting of leave to cover a period of absence for maternity reasons. PPL or sick leave will be granted for the period of incapacitation due to pregnancy and confinement. Additional periods of annual leave and LWOP may be granted in whatever order the employee requests for a non-incapacitated period.
- D. The employee may also request and be granted annual leave or LWOP instead of sick leave for the period of incapacitation. When requested by the employee and upon consultation with the supervisor, the total absence for parental reasons may be authorized for a period up to 120 consecutive days after the birth. Requests for additional leave following the end of the period of parental leave will be handled in accordance with applicable regulations and this Agreement.
- E. In considering requests for PPL, sick leave, annual leave, and/or LWOP for parental reasons, the Agency will apply pertinent laws, government-wide rules, regulations, and this Agreement in the same way they would apply them in any other cases. No arbitrary cutoff date requiring an employee to cease work or prevent an employee from returning to work will be established. If cutoff dates are established, they must be based on physical capability of the employee to perform the duties of the job after a determination by competent medical authority.
- F. The employee should submit notice as soon as possible (normally at least 3 months in advance) of the prospective need for leave for parental reasons. Leave approvals/denials will be generally provided within ten (10) working days after receipt of the request.
- G. Under applicable regulations accrued annual leave, sick leave, LWOP, or PPL may be granted to an employee for the purpose of assisting and caring for the parent giving birth to their child or minor children during the period of incapacitation.

- H. An employee may also be granted PPL, annual leave, sick leave or LWOP for purposes relating to the placement (for adoption or foster care) of a child in accordance with government-wide regulations.

Section 13. Military Funeral Leave

- A. In accordance with applicable regulations, and upon request, an employee will be granted up to three (3) workdays of military funeral leave, without charge to the employee's accrued leave, to make arrangements for, or to attend, the funeral or memorial service for the employee's immediate relative who died as a result of wounds, disease or injury incurred while serving as a member of the armed forces in a combat zone.
- B. In accordance with applicable regulations immediate relative means the following relatives of the deceased member of the armed forces:
 - 1. Spouse, and parents thereof;
 - 2. Children, including adopted children, and spouses thereof;
 - 3. Parents;
 - 4. Brothers and sisters, and spouses thereof; and
 - 5. Any individual related by blood or affinity whose close association with the deceased was such as to have been the equivalent of a family relationship.

Section 14. Blood, Bone Marrow, and Organ Donation

- A. Subject to applicable regulation:
 - 1. Employees who donate blood to the Red Cross or other recognized blood banks may be excused from duty for up to four (4) hours.
 - 2. Requests for administrative leave to donate blood will be made at least two (2) days in advance of the scheduled appointment. Supervisors will be responsible for determining the availability of excused absence for blood donations. The following day, the individual employee will be responsible for providing the employee's supervisor a certificate certifying that the employee donated blood.
 - 3. An employee may use up to seven (7) days of excused absence each calendar year to serve as a bone marrow donor.
 - 4. An employee may also use up to thirty (30) days of excused absence each calendar year to serve as an organ donor.
- B. Leave for bone marrow and organ donation is a separate category of leave that is in addition to annual and sick leave.

ARTICLE 17

POSITION DESCRIPTIONS AND CLASSIFICATION

Section 1.

It is agreed and understood that employees will be furnished a copy of their Position Description (PD) when initially entering on duty, detailed to another position, or as major changes are made to their positions.

Section 2.

Employees who have questions about their duties or position have the right to discuss their PD with their supervisor or a Union representative to receive clarification.

ARTICLE 18 PERSONNEL RECORDS

Section 1.

Personnel records, including electronic records, will be collected, maintained, and retained in accordance with applicable laws, government-wide rules, regulations, and this Agreement. All personnel records are confidential, shall be viewed or disseminated by officials/employees only with a legitimate administrative need to know, and must be contained in a secure location.

Section 2.

- A. In accordance with laws and the purpose of personnel administration, an electronic Official Personnel Folder (eOPF) for each employee is established and maintained.
- B. An employee has access to their eOPF. The Agency will provide employees with information on how to access their eOPF.

ARTICLE 19

EMPLOYEE PERFORMANCE APPRAISAL PLAN

Section 1. EPAP Preparation

An Employee's Performance Appraisal Plan (EPAP) will normally be prepared by the employee's immediate supervisor.

Section 2. Overview

- A. The Agency will administer the Performance Management Program in accordance with 5 U.S.C. Chapter 43, 5 C.F.R. Part 430, and 370 Departmental Manual (DM) 430.
- B. Terms used in this Article that relate to the Performance Management System, such as "Appraisal," "Critical Element," or "Performance Rating," will have the same meaning as in 5 C.F.R. Part 430 and 370 DM 430.

Section 3. Critical Elements and Performance Standards

- A. The Agency will comply with 5 C.F.R. Part 430 and 370 DM 430 when making its reserved management right decision as to the number of levels of performance for each critical element, and when determining whether a rating level will have a written performance standard.
- B. Application of all performance standards shall be fair and equitable, and consistent with 5 C.F.R. Part 430 and 370 DM 430.

Section 4. Communications

- A. Normally within the first forty-five (45) calendar days of every rating period or within forty-five (45) calendar days of employment, reassignment, detail, or promotion scheduled to exceed one hundred twenty (120) days, the employee will be issued a new performance plan. Temporary employees may be issued digital or paper performance plans.
- B. The supervisor will discuss the performance plan with each employee, which contains the critical elements and performance standards.
- C. Employees are encouraged to provide input on the plan. The supervisor will give the employee a copy of the final performance plan and ask the employee to sign and date to acknowledge receipt. The employee has the opportunity to provide feedback and will sign the plan in the online system.
- D. During the rating period, the supervisor will discuss with and notify the employee and the Union of any changes in the employee's critical elements or performance standards,

annotate them in the performance plan, and provide a copy of the revised performance plan to the employee. The Union will review EPAP changes and have the opportunity to provide the Agency feedback within ten (10) business days.

E. Performance reviews/discussions:

1. Formal Performance reviews/discussions are progress reviews between the rating official and the employee that occurs at least once during the appraisal period to review the employee's progress and communicate performance on the identified critical elements; to make any recommended revisions to the critical elements or performance standards; and to consider or identify any developmental needs or performance improvements required. The rating official must document that the progress review occurred on the EPAP. A progress review does not result in a summary rating or assignment of performance ratings on the critical elements.
2. Performance discussions should occur throughout the performance appraisal period. Informal Performance discussions may be initiated by the supervisor or employee. Employees are encouraged to seek feedback from their supervisor about their performance throughout the performance appraisal period.

Section 5: Addressing Unacceptable Performance

- A. At any time during the rating period, if the supervisor identifies that an employee's performance in one (1) or more critical elements is at the Unacceptable level, the supervisor must notify the employee of the critical elements for which performance is unacceptable and inform the employee of the performance requirement(s) or standard(s) that must be attained in order to demonstrate acceptable performance with the issuance of a Notice of Opportunity to Demonstrate Acceptable Performance (NODAP).
- B. The NODAP must inform the employee that unless performance in the critical element(s) at issue improves and is sustained at an acceptable level of performance, the employee may be demoted or removed from employment.
- C. The NODAP will afford the employee generally no less than sixty (60) calendar days to demonstrate acceptable performance under the critical element(s) at issue, commensurate with the duties and responsibilities of the employee's position.
- D. The NODAP will include a written description of the assistance and/or training that will be available to the employee to improve the unacceptable performance. Employees will have the opportunity at that time to request additional assistance and/or training that they believe will improve their performance.
- E. A supervisor can issue an Unacceptable rating prior to issuing a NODAP. However, no reduction in grade or removal action will be taken under 5 C.F.R. Part 432 until the completion of the NODAP period.

- F. Once the NODAP period has ended or the supervisor determines that the opportunity period is no longer needed, the supervisor will provide the employee with a written notice of determination of the employee's level of performance at that time.
- G. The provisions in this Article shall not preclude the Agency from taking an action for unacceptable performance under 5 U.S.C. Chapter 75.

Section 6. Within Grade Increases

Within Grade Increases (WGI) will be administered and consistent with the requirements in 5 C.F.R. Part 531, Subpart D. An employee's rating of record must be no lower than the Fully Successful level for an employee to receive a WGI. This may require a rating official to prepare an interim appraisal before the end of the appraisal period to document the appropriate level of performance at the time the WGI is due if the most recent rating of record does not reflect the WGI determination decision. A WGI determination may be delayed if the employee has not been under a performance plan for his/her/their current position for the minimum appraisal period and does not have a rating of record in any position that was issued within the ninety (90) days before the end of the WGI waiting period. Assistance must be requested from the Servicing Human Resources Office.

ARTICLE 20 TRAINING AND CAREER DEVELOPMENT

Section 1. Statement of Policy

The Agency recognizes that the development of its employees enhances the mission of the National Park Service. The Agency recognizes its need to provide training necessary for the performance of the employee's assigned duties, and, where appropriate, for improvement of organizational and individual performance (subject to its right to determine its budget). This does not preclude the Agency from approving training that helps with an employee's career goals.

Section 2. Training Programs

- A. The Agency will remind employees of the availability of Government-sponsored training.
- B. Training nominations and/or approval will be based primarily on the needs of the park and the need for training in the employee's current position, however, consideration may also be given to the relationship of the proposed training to the employee's Individual Development Plan (IDP). Nominating and approving officials will apply such criteria equitably.
- C. When an employee is nominated for training, a copy of the employee's IDP, if extant, will be attached to the nomination and will be considered in the process. Employees will be notified of the approval or disapproval of their nominations and the reason for disapproval or modification if they request such information.
- D. Should an employee's nomination for training be disapproved for lack of resources, the employee may be re-nominated as funds later become available and the nomination will be reconsidered.
- E. To the extent that work on a personal computer will be part of an employee's assigned work, a reasonable period will be given to become proficient on the equipment and applicable programs.

Section 3. Individual Development Plan

Employee IDPs will be done in accordance with DOI policy 370 DM 410 and 370 DM 430.

Section 4. Training Expenses

- A. When developmental training is approved, the Agency will pay costs of tuition and required textbooks, travel costs, and other expenses as appropriate, subject to governmentwide regulations and fiscal considerations. Paid time not chargeable to leave

will be approved for training (including necessary travel as appropriate) scheduled during the employee's basic workweek.

- B. Assigned training directly related to the requirements of the position an employee occupies will normally be scheduled as addressed in Article 11. Such required training will be at the expense of the Agency.

Section 5. Training Committee

If a training committee is established, the Union shall have at least equal representation as management.

Section 6. Conditions of Employment and Mandatory Training

- A. Certain professional/occupational licenses and/or certifications may be required by the Agency as a Condition of Employment to be obtained and maintained by an employee to perform work assignments required by an employee's position. The Agency will include these requirements in the Position Description and will identify them in the job announcement when announced to fill a vacancy. Onboarding employees will be reminded of all conditions of employment and required timeframes to obtain and maintain professional/occupational licenses and/or certifications. The Agency retains the right to determine if the professional/occupational licenses and/or certifications must be in place at the time the candidate/employee applies to the job announcement or can be achieved after selection and onboarding. In the event the employee is unable to meet this condition of employment as specified, the Agency may remove the employee from Federal service.
- B. Professional/Occupational Licenses and/or Certifications are achieved and maintained by the employee. Management will support an employee in their efforts to obtain and maintain licenses and certifications, however ultimately it is the employee's responsibility to do so and meet the Conditions of Employment outlined in their Position Description.
- C. When Management has determined that a professional/occupational license and/or certification is a condition of employment and can be obtained by the employee after onboarding into the position, the Agency will pay for all costs associated with required training to include but not limited to tuition fees, travel, accommodations, certification fees, reference manuals, study materials, and any other items that will enable employees to successfully pass the certification examination. Employees will work with their supervisor to coordinate and track training in a supervisor-maintained training log, which may be reviewed by employees upon request.
- D. When Professional/Occupational Licenses and/or Certifications are achieved after an employee onboards into their position, those records of achievements (licenses, certificates, etc.) will be submitted by the employee to their supervisor and will be

forwarded to the local Servicing Human Resources Office (SHRO) within thirty (30) days of receipt.

E. Both parties agree that when licenses and certifications can be obtained after an employee onboards into the position and until certification is acquired, the conditions are as follows:

a. Potable Water and Wastewater System Operators Certification

- i. As required, employees will have twelve (12) calendar months (career seasonal nonpay status time and government shutdown not included) upon entry-on-duty date to obtain certification.
- ii. All costs associated with obtaining the certification will be paid for by the Agency in accordance with this Article.
- iii. Employees will be provided five (5) hours per pay period of on-duty time for the employee to review and study training materials and afforded on-duty time when participating in virtual/off-site training and testing.
- iv. Employees who hold positions requiring this certification as of the effective date of this CBA will continue to have eighteen (18) calendar months from entry-on-duty date to obtain this certification.

b. Commercial Driver's License

- i. The Agency agrees to provide Entry-Level Driver Training (ELDT) and behind-the-wheel training with a certified Training Provider to employees. The certified Training Provider will have the capacity and must administer the State's CDL road test to the Employee and provide appropriate Training Provider owned commercial vehicles to do so.
- ii. The employee will enroll in this training within the first three (3) months of enter-on-duty date. Employees must obtain CDL within twelve (12) months of enter-on-duty date.
- iii. All costs associated with obtaining the license will be paid for by Agency in accordance with this Article.
- iv. Employees will be afforded on-duty time when participating in off-site training and testing.
- v. Employees will be required to follow DOT Federal Motor Carrier Safety Administration Annual Query Requirements.

c. National Park Service National Chainsaw Safety Program Certifications

- i. The Agency and the Union agree that chainsaw operations are very hazardous to employees that are required to use chainsaws as a condition of employment, therefore, chainsaw training and the use of chainsaws will

be conducted in accordance with OSHA 1910.266 and the NPS RM-50B, Chapter 15, Chainsaw Safety for Non-Wildland Fire Operations.

- ii. Employees with this condition of employment will have twelve (12) months to obtain a Working Sawyer Certification, twenty-four (24) months to obtain a Working Faller Certification, and thirty-six (36) months to obtain a Journeyman Faller Certification.
 - iii. The Agency recognizes that an Employee must actively participate in appropriate chainsaw training and field work under a certified trainer to gain advanced certifications and will make every effort to provide adequate training and field work opportunities with certified trainers as trainers are available.
- d. Specific timelines for certifications and licenses may be extended on a case-by-case basis with supervisory approval.
 - e. The list of licenses and certifications in this section is not exhaustive, and additional licenses and certifications may become conditions of employment in the future and will be applied in accordance with law, regulation, and policy. Such additions will be subject to the terms of Article 49 Midterm Bargaining.

Section 7. OSHA-Mandated Training

The Agency agrees to provide required OSHA training to new employees and recurring training to all employees, as needed.

ARTICLE 21 UPWARD MOBILITY

Section 1. Goal

The Parties agree that the goal of upward mobility is to provide the Agency with the opportunity to tap the talents of employees in lower graded positions without promotion potential while providing employees with the opportunity to advance and perform at their potential.

Section 2. Objectives

In implementing upward mobility programs, the Agency will consider the following approaches, which will provide for:

- A. Identification of job patterns and promotional opportunities commensurate with employee skills and potential;
- B. Lateral reassignments and bridge positions for employees whose current jobs do not provide an opportunity for further advancement;
- C. Education and training to provide employees the opportunity to enhance qualifications through education and training;
- D. Staffing techniques;
- E. Elimination, when possible, of non-performance related impediments as promotional factors.

Section 3. Affirmative Action Planning

Upward mobility objectives should be an integral consideration in affirmative action planning and will be consistent with equal employment opportunity goals and objectives.

ARTICLE 22 AWARDS PROGRAM

Section 1. General - Performance Awards

The Parties acknowledge the importance of timely recognition of employees for high quality contributions to the NPS and its mission. Recognition and encouragement by the Agency are an important incentive that increases employee job satisfaction and contributes to the overall quality of work performance.

The Agency retains the right to exercise discretion to issue or not issue employee awards in accordance with applicable laws, rules, and regulations, and the Department of Interior (DOI) policy on performance awards. It is recognized by the Parties that the granting of awards will be in the best interest of the Agency, its employees, and subject to the availability of funds.

All awards will be granted in an objective manner without discrimination, and in accordance with applicable laws, rules, and regulations and the DOI policy on performance awards.

Section 2. Award Categories

A. Monetary Awards:

1. Quality Step Increase (QSI). A pay increase that provides faster than normal progression within grade steps for permanent General Schedule (GS) employees. A determination to grant a QSI should be made as soon as practicable after a rating of record is approved. The employee's current rating of record is the basis for a QSI. To be eligible, the employee must achieve an overall rating of Outstanding (level 5) or equivalent on their Employee Performance Appraisal Plan (EPAP) and display outstanding performance that is expected to continue. A brief specific example of how expectations were exceeded for each element must be provided in the justification. Only one QSI may be granted in a 52-week period. QSI is recommended by the immediate supervisor or rating official and are approved under appropriate bureau delegations.
2. Special Thanks for Achieving Results (STAR) Award. This award may be granted to individuals or teams to recognize accomplishments which benefit the Government. STAR award amounts are based on the value of the accomplishment(s) to the government. Supervisors and Employees are eligible to nominate other employees for STAR awards in accordance with 370 DM 451 using DOI Form DI-451.

- #### B. Non-Monetary Awards:
- This type of recognition may be granted to employees for their contributions to the Department, such as superior accomplishment of regularly assigned duties, exceptional achievement of project goals, noteworthy accomplishments over a sustained period and specific contributions to the organization's mission.

1. Time-Off Recognition: Employees may be granted time-off without loss of pay or charge to leave as an incentive award to encourage or reward superior accomplishments or other personal efforts that contribute to the quality, efficiency, or economy of Government operations. Time-off awards shall not exceed 40 hours in a year.
2. Items of Nominal Value: Employees are eligible for tangible non-monetary awards for special contributions. In general, the cash value of a non-monetary award item may not exceed \$100.
3. Honor Awards: These awards are the most prestigious recognition that the Department can grant for career accomplishments, exceptional support of the Departmental Mission, or for heroism. They are meant to be progressive recognition and should be awarded at successive career milestones.

C. Additional information concerning awards can be found at:
<https://www.doi.gov/pmb/hr/awards-recognition>.

Section 3. Award Processing

Awards will be processed in accordance with DOI and NPS regulations and policies and any award amount is governed by the DOI Awards and Recognition Program. Supervisors may but are not required to ask employees how they would like to be shown appreciation when they have done a job for which recognition is warranted. Employee initiated requests for appreciation and recognition will be given serious consideration.

ARTICLE 23 MERIT PROMOTION

Section 1. Purpose and Policy

The Parties agree that the purpose and intent of the provisions contained herein are to ensure that merit promotion principles are applied in a consistent manner with equity to all employees and without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, disabling condition, or age, and shall be based solely on job-related criteria.

Section 2. Competitive Actions

In accordance with 5 CFR 335.103(c)(1), competitive merit promotion procedures apply to the following agency actions:

- A. Temporary promotions for more than 120 days to higher-graded positions.
- B. Details for more than 120 days to higher-graded positions or to a position with higher promotion potential.
- C. Selection for training that is part of an authorized training agreement, promotion program, or is required before an employee may be considered for a promotion.
- D. 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.
- E. 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.
- F. 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.

Section 3. Non-Competitive Actions

Competitive procedures do not apply to:

- A. Promotion (without significant change in duties and responsibilities) resulting from the upgrading of a position due to the issuance of a new classification standard or the correction of an initial classification error.
- B. Position change permitted by reduction-in-force procedures in 5 CFR Part 351.

Section 4. Discretionary Actions

The Agency may, at its discretion, except the following action from competitive procedures:

- A. Promotion of an employee who was appointed in the competitive service from an OPM register, by direct hire, through delegated examining authority, noncompetitive appointment or noncompetitive conversion, or under competitive promotion procedures for an assignment intended to prepare the employee for the position being filled (agency intent must be a matter of record and career ladders must be documented in the promotion plan).
- B. Promotion resulting from an employee's position being classified at a higher grade because of additional duties and responsibilities. This type of promotion is also referred to as an "accretion of duties promotion."
- C. Temporary promotion or detail to a higher-graded position or a position with higher promotion potential for 120 days or less.
- D. Promotion to a grade previously held on a permanent basis in the competitive service from which an employee was separated or demoted for other than performance or conduct reasons.
- E. Promotion, reassignment, demotion, transfer, reinstatement, or detail to a position having promotion potential no greater than the potential of a position previously held on a permanent basis in the competitive service and which the employee did not lose because of performance or conduct reasons.
- F. Promotion of an employee when directed by authorized authorities (i.e., judges, arbitrators, FLRA and other appropriate authorities acting within the scope of their authority).
- G. Conversion of temporary or term promotions to permanent positions, when the possibility was clearly stated in the original competitive notice.
- H. Details made in 120-day increments, up to one year to unclassified duties or to the same or lowered graded duties.
- I. Appointment from a certified OPM register for which no further competition is required.
- J. Consideration of a candidate not given proper consideration in a competitive promotion action.

Section 5. Vacancy Announcements and Areas of Consideration.

All actions requiring the use of competitive procedures under this Agreement will be announced and posted throughout the area of consideration in accordance with regulations and agency policy and procedures.

- A. Areas of consideration must be sufficiently broad to ensure the availability of high-quality candidates, taking into account the nature and level of the positions covered. The Agency will establish areas of consideration and the length of time an announcement will be open. Employees within an area of consideration are given the opportunity to be considered by means of the vacancy announcement and application procedures.
- B. Information on Vacancy Announcements: Vacancy announcements will include, at a minimum:
 - 1. Statement of non-discrimination;
 - 2. Announcement number and opening and closing dates;
 - 3. Position number(s), title(s), series, and grade(s);
 - 4. Number of vacancies to be filled;
 - 5. Assessment questionnaire, if applicable;
 - 6. Competencies required;
 - 7. Geographic and organizational location and Work Schedule;
 - 8. Time in grade requirements, if any;
 - 9. Area of consideration;
 - 10. Summary of qualification requirements;
 - 11. If appropriate, a statement that the vacant position is a trainee or career ladder position leading to noncompetitive promotion;
 - 12. Permanent or temporary nature, and duration, if temporary;
 - 13. The contact information concerning the vacancy announcement.
- C. Posting and Distribution of Vacancy Announcements: Vacancies will be announced using the Office of Personnel Management USAJOBS System or its successor.

Section 6. Employee Applications

- A. To be considered for a position, candidates must file a timely application to the appropriate job announcement using the Office of Personnel Management USAJOBS System or its successor.
- B. Employees will complete applications in accordance with instructions in the vacancy announcement using such the forms as prescribed.

- C. Federal Wage System/General Schedule Crossover: Employees may compete for positions in both the Federal Wage System ("Wage Grade" or WG) or the General Schedule (GS) but must meet legal requirements including minimum qualifications.

ARTICLE 24 PART-TIME EMPLOYMENT

If a full-time employee wishes to convert to part-time, the employee shall make a request to the employee's division chief in writing. The Agency will give good faith consideration to the employee's request based on the employee's circumstances and the needs of the organization and will render a decision as soon as practicable in writing.

ARTICLE 25 PROBATIONARY EMPLOYEES

Probationary employment is the first year of service of an employee who is given a career or career-conditional appointment in accordance with 5 CFR 315.801.

Probationary employees are covered by this Agreement. Probationary employees may be separated at any time upon notice in writing from the Agency. Probationary employees do not have a right to grieve a termination.

ARTICLE 26 TEMPORARY EMPLOYMENT

Temporary employees include but are not limited to the following types in accordance with 5 CFR 316:

- A. Temporary employees serve on a temporary limited appointment pursuant to 5 CFR 316 Subpart D.
- B. Eligible temporary “seasonal” employees may be rehired annually without competition in accordance 5 CFR 316.401(d)(ii).
- C. Term employees serve on a temporary limited appointment pursuant to 5 CFR 316 Subpart C.

Temporary employees are covered by this Agreement. Temporary employees may be separated at any time upon notice in writing from the Agency. Temporary employees do not have a right to grieve a termination under this Agreement.

ARTICLE 27 PERMANENT CAREER SEASONAL EMPLOYMENT

Section 1. General Information

Career seasonal employment is subject to 5 CFR 340.402 and applicable policies and regulations and this agreement.

Section 2. Career Seasonal Employment Agreement

The Agency will maintain current career seasonal employment agreements for all career seasonal employees and provide copies of signed agreements to all career seasonal employees.

Section 3. Notification of Release and Recall

The Agency will offer any additional work opportunities to career seasonal employees to be performed during periods of scheduled nonpay status as budget and workflow allow in accordance with 5 CFR 340.402. All additional work opportunities will be voluntary. If an employee accepts additional work, the supervisor will notify the employee of changes to release and recall dates at least two pay periods in advance of the original release date.

ARTICLE 28

DETAILS, REASSIGNMENTS, AND TEMPORARY PROMOTIONS

Section 1. Details

- A. A detail is the temporary assignment of an employee to a different set of duties for a specified period, with the employee returning to their regular duties at the end of the detail. Details of employees will be kept within the shortest practicable time limits as set forth in this Agreement, applicable regulations, and OPM guidance.
- B. Details of any duration up to thirty (30) days shall be documented by memorandum to the detailed employee. A copy of the memorandum shall be retained by the supervisor.
- C. The Agency is responsible for selecting employees for details on an impartial basis; for informing employees of details, reasons, duties, and estimated duration; and for establishing proper controls to ensure that details are recorded and terminated on time and that necessary extensions are requested sufficiently in advance for OPM approval.
- D. Where use of a detail is not the most appropriate method, a temporary promotion should be used to meet a specific need which will last for a limited period of thirty (30) days or more. Except for brief periods, an employee should not be detailed to perform work of a higher grade level unless there are compelling reasons for doing so. Normally, an employee should be given a temporary promotion instead. Temporary promotions of more than 120 days must be made under competitive promotion procedures.

Section 2. Reassignments

- A. In accordance with 5 C.F.R. § 210.102 (b)(12), a reassignment is a change of an employee, while serving continuously within the same agency, from one position to another without promotion or demotion.
- B. Reassignment will be conducted in accordance with applicable laws, government-wide rules, and regulations.
- C. An employee reassigned to a different post of duty, which will require a change in transportation arrangements, will be given written notification at least fifteen (15) workdays in advance.
- D. Any relocation expenses must be in accordance with Title 41, Chapter 302-1.1 Subpart A.
- E. Requests for voluntary reassignments shall be given prompt and fair consideration.

ARTICLE 29 EMPLOYEE TRANSFERS

Section 1. Hardship Transfers

There may be situations that arise during an employee's career where a personal hardship exists that could be alleviated if the employee relocated to another office. Employees may request a Hardship Transfer in accordance with the National Park Service Special Placement Process Memo (1998). The Agency will consider a change in work location for an employee demonstrating a significant hardship that can be relieved by a relocation, including a change of duty location, provided that there is a vacant position which the Agency intends to fill in the employee's current job series and grade and the employee meets the position and skill requirements, the employee is determined suitable for the position, and that such a transfer will not cause negative operational impacts that impair agency function.

ARTICLE 30 LAW ENFORCEMENT

Section 1. Introduction

The Agency and the Union agree that Visitor, Employee, and Resource Protection should be maintained at the highest professional level.

Parkway personnel subject to this Article are only those staff specifically commissioned as a duly sworn law enforcement officer of the United States, authorized to carry firearms, conduct investigations, make arrests, and serve warrants pursuant to law and policy, and public safety dispatchers, where specifically stated.

The Agency is responsible for providing law enforcement staff all necessary training and equipment to meet the policy standards set forth in Departmental Manual 446 and Director's Order/Reference Manual-9.

Section 2. Training and Equipment

The Agency is responsible for providing training and equipment as required to meet operational assignments and related position duties including instructorships, emergency medicine, wildland fire, search and rescue, and incident management, as determined by individual certification level, standing parkway plans, and applicable NPS policies.

The Agency agrees to provide a mandatory forty (40) hour Law Enforcement Refresher Training annually. The Agency agrees to pay for all costs associated with this training to include but not limited to travel, single room occupancy accommodations except when facilities and/or training programs only utilize shared occupancy (i.e. Crossnore, FLETC, etc), fees, reference materials, ammunition, and any other items, articles, equipment, and/or supplies needed for the training.

The Agency recognizes the value of range time for law enforcement employees. The Agency will provide two formal required firearms training days each year, scheduled between the semi-annual qualification dates, for all commissioned rangers. Through the IDP process, advanced firearms training courses may be requested and provided to employees at the Agency's discretion. Where possible, the Agency will maintain agreements with local ranges to provide range time for rangers to practice firearm proficiency.

Per RM-9, rangers will be provided with opportunities, including sufficient ammunition, to qualify on and improve/maintain proficiency with government-approved firearms.

Section 3. Personal Protective Equipment

The Agency has the responsibility, subject to Departmental and NPS regulations and policy, to provide employees with special tools, safety clothing, and items necessary to minimize and

mitigate known work-related risks. When safety items or equipment are shown to be defective or not serviceable, they are to be brought to the Agency's attention for replacement.

Section 4. Physical Fitness

Law enforcement rangers are authorized up to three (3) hours of duty time per work week for physical fitness training as outlined in Reference Manual (RM) 57-B and RM-9 Chapter 41-A.

Where appropriate government facilities are not provided within a sub-district area, law enforcement employees may seek reimbursement of up to \$30/month (\$360/year) for fitness membership at authorized commercial facilities. Government fitness facilities must include equipment for cardiovascular training and strength training.

Section 5. Telework Agreements

All commissioned law enforcement rangers will be offered situational telework agreements in accordance with Agency regulations and policy, and telework will be authorized at supervisory discretion. In the event that employees are unable to report for duty due to adverse conditions, they will be authorized to work from home if they have the necessary equipment and connectivity required to complete off-site assignments.

Section 6. Communications

The Agency will make every reasonable effort to maintain BLRI communications equipment in optimal working condition.

Section 7. Employee Health and Wellbeing

The Agency agrees to act according to RM-9 Chapter 41 to ensure that law enforcement rangers and public safety dispatch staff have mental health and wellness resources made available to them in preparation for and after significant stress incidents.

For law enforcement rangers and public safety dispatch staff who experience a critical or traumatic incident, the Agency will support efforts to ensure the affected employee's mental and emotional wellbeing and may approve leave or a temporary change in duty status in accordance with RM-9 Chapter 41. The Agency agrees to provide incident-related mental health services to affected employees through the Department of Interior Employee Assistance Program (EAP). Law enforcement rangers and public safety dispatchers may attend incident-related EAP mental health appointments on duty time. See Article 43.

Section 8. Work Time Limits

Commissioned law enforcement rangers and public safety dispatchers will be limited to twelve (12) consecutive work hours, unless specifically approved by their supervisor.

The Agency will ensure a minimum of eight (8) hours break between shifts. In addition to the minimum 8-hour break between shifts, no employee may work more than 24 hours in a 48-hour period without approval by a second-level supervisor (District Ranger or higher)

In the event of a callout incident, an employee may stay in duty status on a modified shift for at least eight (8) hours and up to twelve (12) consecutive duty hours. Alternatively, the employee may split their shift with at least four hours rest before completing any remaining shift hours up to a maximum of twelve (12) hours.

Section 9. Uniforms

Law enforcement rangers will wear uniforms in accordance with RM-9, DO-43, and local park uniform policy. Law enforcement rangers have the option of wearing cordovan duty belts with cordovan/brown boots or black duty belts with black boots.

Section 10. Home-to-Work Vehicles

Law enforcement rangers will be authorized to use home-to-work government vehicles in accordance with BLRI policy D-2019-07.

Section 11. Lunch Breaks

Law enforcement and public safety dispatch employees will be authorized to work a straight-hour day (paid lunch period) as part of any assigned shift due to the unpredictable call and operational volume of any given workday.

Section 12. Seniority

For purposes of all articles in this CBA, seniority for law enforcement rangers is based on the date of the Type I Commissioning, instead of Service Computation Date (SCD).

ARTICLE 31 DISCIPLINARY AND ADVERSE ACTIONS

Section 1. Policy and Penalty Determination

The Parties agree that the objective of disciplinary and adverse actions is to correct and/or improve the employee's behavior and will be for just and sufficient cause so as to promote the efficiency of the service. The Agency shall determine when the need arises for disciplinary or adverse actions and will be taken in accordance with applicable laws, government-wide rules and regulations in effect at the time of the action to include Department of Interior Manual 370 DM 752: Discipline and Adverse Actions. The specific penalty for an instance of misconduct or performance shall be tailored to the facts and circumstances of the situation and be within the bounds of reasonableness. If the Agency determines that disciplinary or adverse action is warranted, such action will be initiated in a timely manner after any requisite agency investigation.

Section 2. Progressive Discipline

In taking disciplinary and/or adverse action, the concept of progressive discipline shall be applied as appropriate for the circumstances. For the purpose of this Agreement, progressive discipline is defined as the process by which the least degree of discipline likely to correct a problem is taken; and the process by which increasingly more severe forms of disciplinary action is taken if initial disciplinary measures fail to correct a problem. Application of this concept shall include evaluating each case on its own merits, taking into consideration such factors as the nature and gravity of the offense, frequency of the offense, consistency of penalty, and existence of mitigating factors.

Section 3. Preliminary Investigations

Prior to taking disciplinary action or issuing a proposed notice of adverse action, the Agency should typically initiate any fact-finding investigation and/or fact-finding interviews needed within sixty (60) calendar days of the incident or the date the Agency became aware of the incident. In incidents in which a case is under higher-level outside review (e.g. The Office of Inspector General, the DOI 16E Anti-Harassment Program), these time frames do not apply. If an examination of a BUE is conducted during the course of such fact-finding, the employee is entitled to Union representation during the examination if the following two criteria are met: (1) the employee reasonably believes that disciplinary action may be taken against him/her as a result of the investigation; and (2) the employee requests representation.

Section 4. Warnings/Counseling

Warnings and counseling are not formal disciplinary actions to which the procedures in this Article apply. Warnings and counseling, which may be oral or written, may be used when an employee's conduct and/or performance is less than acceptable. Counseling and warnings will be conducted privately and in such a manner so as to avoid embarrassment of the employee. Written warnings and counseling will remain in an employee's local folder for up to twelve (12) months. An employee may submit a written request that the warning or counseling be removed from their local folder at any time after six (6) months. However, removal of a written warning or counseling does not prevent the Agency from using the warning or counseling to show the employee was on notice of unacceptable conduct or performance.

Section 5. Disciplinary Actions

For the purpose of this Agreement, disciplinary actions are defined as written reprimands and suspensions of fourteen (14) calendar days or less.

- A. Reprimands. A reprimand is a written letter to an employee based on unacceptable conduct. Prior notice is not required before the issuance of a reprimand. A reprimand shall state the specific reasons for the action. The reprimand will specify that the employee may be subject to more severe disciplinary action upon any further offenses. A reprimand will remain in an employee's eOPF for up to two (2) years, but may be removed by the Agency, at its sole discretion, anytime within the two-year period. An employee may submit a written request that the reprimand be removed from their eOPF at any time after one (1) year. A reprimand shall inform the employee of their grievance rights.
- B. Suspensions of fourteen (14) calendar days or less. An employee against whom a suspension of fourteen (14) days or less is proposed is entitled to:
 1. Advance written notice of the proposed action that specifies the reasons for the proposed action and informs the employee of their rights to review the material that was relied upon to support the action;
 2. Ten (10) calendar days to respond orally and/or in writing and to furnish affidavits and other documentary evidence in support of the employee's response. Upon request of the employee or their Union Representative, the deciding official may extend the reply period if the official determines that good cause exists for an extension based on extenuating circumstances. The right to respond orally does not create any right to a formal hearing or examination of witnesses;
 3. Be represented by an attorney or other representative; and
 4. After considering the employee's response, the Agency will issue a written decision.

- i. An employee shall be given at least fifteen (15) calendar days advance notice prior to the effective date of a suspension of fourteen (14) days or less.
- ii. The decision may be grieved, beginning with Step One of the negotiated grievance procedure within ten (10) calendar days.

Section 6. Adverse Action

- A. For the purpose of this Agreement, adverse actions are defined as suspensions of more than fourteen (14) days, reductions-in-grade or pay, and/or removals and will be governed by applicable laws, government, and DOI-wide rules, and regulations.
- B. An Employee against whom an adverse action is proposed is entitled to:
 1. Thirty (30) calendar days advance written notice of the proposed action, which specifies the nature of the proposed action and informs the employee of their right to review the material that was relied upon in proposing the adverse action.
 - i. If there is reasonable cause to believe that the employee has committed a crime for which a sentence of imprisonment may be imposed, the proposed action may be effective less than thirty (30) calendar days from the receipt of the advance written notice in accordance with (5 U.S.C. 7513(b)(1));
 2. The employee will be granted fourteen (14) calendar days to respond orally and/or in writing and to furnish affidavits and other documentary evidence in support of their response. Upon request of the employee or their representative, the deciding official may extend the reply period if the official determines that good cause exists for an extension based on extenuating circumstances;
 3. Be represented by an attorney or other representative; and
 4. A written decision at the earliest practicable date, containing the specific reasons for the decision and informing the employee of their grievance and appeal rights.
 5. The employee may appeal the decision to MSPB or, the employee may file a written grievance under the terms of this Agreement but may not do both. Any such grievance will be initiated at Step Two of the grievance procedure within ten (10) calendar days of receipt of the decision.
- C. An employee shall be deemed to have exercised their option when the employee timely initiates an action under the statutory procedures, or timely files a written grievance, whichever occurs first.

Section 7. Notice and Investigative Leave

- A. Pursuant to 5 U.S.C. § 6329(b), the Agency may place an employee on Investigative and/or Notice Leave when the Agency determines that an employee must be removed from the workplace while under investigation or during a notice period (i.e., the period after the Agency has received a proposed notice of disciplinary/adverse action before a final decision is made and takes effect). These two types of leave may be used when the Agency has determined that the employee's continued presence may:
1. Pose a threat to the employee or others;
 2. Result in the destruction of evidence relevant to an investigation;
 3. Result in loss of or damage to Government property; or
 4. Otherwise jeopardize legitimate Government interests.
- B. Before using either Investigative or Notice Leave, the Agency will consider options to avoid or minimize the use of paid leave, such as assigning the employee to duties in which the employee no longer poses a threat; allowing the employee to take another form of eligible leave; carrying the employee in AWOL status, if the employee is absent from duty without approved leave; and curtailing the notice period for an employee if there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. The use of Notice and Investigative Leave is subject to the time limitations and special approvals for extensions pursuant to 5 U.S.C. § 6329(b).
- C. Nothing in this Section shall be construed to impose additional requirements on the Agency not specifically outlined in applicable laws, government-wide rules, regulations, and local policies.

Section 8. Notice to Union

The Agency will provide a copy of the proposed disciplinary and/or adverse action and any decision to the employee and to the Union.

ARTICLE 32 SURVEILLANCE

The parties recognize that surveillance is conducted for safety and internal security reasons.

If the Agency uses electronic surveillance as part of an administrative investigation and the investigation leads to a proposed disciplinary and/or adverse action, the employee and their representative will have access to the materials relied upon for the proposed disciplinary and/or adverse action, consistent with Article 31, Disciplinary and Adverse Actions.

ARTICLE 33

NEGOTIATED GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances filed by BUEs, the Union, or the Agency.

Section 2. Definitions

- A. Grievance Any complaint brought forward under this grievance procedure by any BUE concerning any matter relating to the employment of the employee, or by the Union concerning any matter relating to employment of any BUE, or by any BUE, or by the Union or Agency concerning:
 - 1. The effect, interpretation, or claimed breach of the collective bargaining agreement; or
 - 2. Any claimed violation, misinterpretation, or misapplication of any laws, governmentwide rules, or regulations affecting conditions of employment, subject to the limitations in Section 3.
- B. Grievant The individual or group filing the grievance, the Union representing the employee(s) or itself, or the Agency.
- C. Days are business days unless otherwise specified.

Section 3. Exclusive Procedure

- A. This process will be the only procedure available to BUEs for the processing and disposition of grievances as defined in Section 2.A. of this Article.
- B. This procedure will not be available to address:
 - 1. The substance of an Agency decision invoking a provision of 5 U.S.C. § 7106(a) or (b)(1);
 - 2. The classification of a position;
 - 3. The interpretation or application of Chapter 73 of 5 U.S.C. titled “Suitability, Security, and Conduct.”
 - 4. Retirement, life, or health insurance;
 - 5. A suspension or removal under 5 U.S.C. § 7532, concerning National Security;
 - 6. Any examination, certification or appointment;

7. For competitive actions, the non-selection from a group of properly ranked and certified candidates;
 8. The classification of any position which does not result in the reduction in grade or pay of an employee;
 9. Termination of a probationary employee during the probationary period;
 10. The termination of a temporary employee during his/her temporary appointment;
 11. Performance appraisal elements or standards;
 12. Summary performance ratings;
 13. A proposed disciplinary or adverse action;
- C. Allegations of Prohibited Personnel Practice. An aggrieved BUE claiming to be affected by a prohibited personnel practice under 5 U.S.C. § 2303(b)(1), may raise the matter under the appropriate statutory procedure or under this procedure, but may not do both. A BUE shall be deemed to have exercised their option under this provision to raise the matter under either a statutory procedure or this procedure at such time as the BUE initiates an action under the applicable statutory procedure or files a grievance in writing under this procedure, whichever occurs first.
- D. An aggrieved BUE affected by matters covered under 5 U.S.C. § 4303 and 7512, may raise the matter under the appropriate statutory procedure or under this procedure, but may not do both. A BUE shall be deemed to have exercised their option under this provision to raise the matter under either a statutory procedure or this procedure at such time as the BUE initiates a notice of appeal under the applicable statutory procedure or files a grievance in writing under this procedure, whichever event occurs first.

Section 4. Representation

- A. BUE(s) filing a grievance under this procedure may represent themselves or be represented only by a designee of the Union.
- B. Upon filing of a grievance, when an employee is self-represented, the Union has the right to be present during the grievance proceedings. The Union will be notified of all grievances for which individual employees do not request Union representation, so that the Union may exercise its right to attend grievance meetings.
- C. Where the grievant elects Union representation, all meetings and communications with regard to the grievance and attempts at resolution shall be made through the designated Union representative.
- D. The Parties agree to schedule all steps in the grievance process during the work hours of the grievant unless the Parties mutually agree otherwise.

- E. The Union has the right to be present during any proceeding under the negotiated grievance procedure. If the Union is not the designated representative, a copy of the grievance will be provided to the Union in a timely manner. The Agency will provide the Union reasonable advance notice of any grievance meeting/discussion when the Union is not the designated representative. A copy of each grievance decision will be timely provided to the Union.

Section 5. Informal Resolution

The Agency, Union, and BUEs may make reasonable efforts to resolve potential grievances prior to the filing of a formal grievance. Attempts at informal resolution of grievances will not automatically extend the time limits for filing grievances. Any extension of grievance time limits must be mutually agreed upon by the Parties to this Agreement.

Section 6. Settlement

- A. Any settlement agreement involving a grievance must:
 - 1. Be reduced to writing;
 - 2. Not conflict with the terms and conditions set forth in this Agreement without the express written consent of the Local 0446 Union President and the Superintendent or their designees.
- B. Time frames for filing or acting upon a grievance under this procedure may be extended only by mutual agreement of the Union and the Agency.

Section 7. Requirements for Grievances

- A. Individual and group grievances shall be made in writing.
- B. A grievance must include at a minimum:
 - 1. The name(s) of the affected employee(s).
 - 2. The nature of the incident, with specificity, that gave rise to the grievance, including relevant facts and date in which the alleged incident occurred.
 - 3. Contract article and section, laws, regulations, or policies alleged to have been violated.
 - 4. And requested remedy.
- C. Union grievances shall be filed in accordance with Section 9 of this Article.
- D. A grievance, once reduced to writing, cannot be altered or amended to add matters that are not addressed in Step One filing or which would otherwise be untimely except by mutual agreement of the Parties.

- E. All written grievances and related documentation will be concurrently provided to the Division Chief, with copy to SERO_ERLR@nps.gov.
- F. Failure on the part of the aggrieved or the Union to prosecute the grievance at any step of the procedure will have the effect of nullifying the grievance. Failure on the part of the Agency to meet any of the requirements of the procedure will permit the aggrieved or the Union to move to the next step.

Section 8. Individual (Employee) Grievance Procedure

A. Step One

- 1. A grievance must be filed by the grievant in writing with the employee's Division Chief or their designee within fifteen (15) business days of the occurrence of the event or action prompting the grievance or the date the grievant became aware of the action.
- 2. If a meeting is requested, it will be held within seven (7) business days of the Division Chief's receipt of the written grievance, unless mutually agreed otherwise. The Division Chief may designate another Agency official as the Step One official with authority to resolve the matter. The Step One official will respond in writing with a decision within fourteen (14) business days of receipt of the written grievance or within ten (10) business days of the date of the meeting, whichever comes later. The decision will include the name and contact information for the Step Two official in the event that the matter is not resolved at Step One.

B. Step Two

- 1. Advancement of a grievance concerning a Step One decision must be submitted to the Superintendent or their designee within ten (10) business days of receipt of a Step One decision or within ten (10) business days of the end of the Step One official's response period, whichever is later.
- 2. If a meeting is requested, it must be held within seven (7) business days after receipt of the appeal at Step Two. The Step Two official will respond with a decision in writing within twenty-one (21) business days of receipt of the Step Two grievance or within fourteen (14) business days of the date of the meeting, whichever comes later.

C. Group (Employee) Grievances

- 1. A group grievance is a grievance filed by the Union on behalf of more than one BUE involving the same facts and the same issue(s). Group grievances will follow the steps described in Section 8(A) and 8(B) above.

2. Group grievances on behalf of two or more BUEs shall be filed in writing and shall specify the employees on whose behalf the grievance is filed.
 3. Group grievances will follow the steps described in this Article, Section 8(A) and 8(B).
- D. Invoking Arbitration. By law, only the Union or the Agency may invoke arbitration in accordance with Article 34 of this Agreement. Arbitration must be invoked within twenty (20) calendar days after the date of the decision at Step Two, or within twenty (20) calendar days of the Step Two decision due date.
- E. All timelines may be extended by mutual agreement.

Section 9. Union Grievances

- A. A union grievance is a grievance filed by the Union on its own behalf, in its institutional capacity, or by the Agency.
- B. The Union or the Agency shall raise the grievance in writing within fifteen (15) business days of the occurrence of the event or action prompting the grievance or the date the Party became aware of the action.
- C. The grievance shall be filed with the Superintendent or designee (if initiated by the Union) or the Local 0446 Union President or designee (if initiated by the Agency).
- D. At the request of either Party, the grievance may be discussed informally by the Local 0446 Union President and Superintendent or their designees.
- E. A decision will be issued within thirty (30) business days of receipt of the grievance or twenty-one (21) business days after the date of the discussion, whichever is later.
- F. If the grievance is not resolved, arbitration may be invoked. Arbitration must be invoked within twenty (20) calendar days of the date of the decision or the date the decision was due if no decision was made.

Section 10. Rejection of Grievances

- A. A grievance may be rejected if:
 1. It was not filed within the specified time limits;
 2. It consists of a matter or matters excluded from the coverage of the grievance procedures;
 3. It contains no specific request for relief;
 4. The remedy requested by the grievant would not directly affect that individual's employment conditions;

5. In the case of a group grievance, there is no commonality of interest between or among members of a group of BUEs;
 6. It is inconsistent with Section 7 of this Article; or
- B. A rejection of a grievance under this Section must be provided in writing and state the basis for the rejection. A rejection on grounds that the matter is not grievable under this Agreement constitutes that the grievance is not arbitrable. If the grieving party does not accept the reason for rejection of the grievance, the grieving party may pursue the grievance through the remaining steps of the grievance procedure established by this Agreement, as to both rejection of the grievance and the merits of the grievance. In the event the grievance is not resolved, the procedures established in Article 34, Arbitration, shall apply.

ARTICLE 34 ARBITRATION

Section 1. Purpose

This Article shall be administered in accordance with the Federal Service Labor-Management Relations Statute, Title 5, U.S.C. Chapter 71, and this Agreement. This Article establishes the procedures for the arbitration of disputes between the Union and the Agency, which are not satisfactorily resolved by the negotiated grievance procedure found in Article 33. Only the Agency or the Union can invoke arbitration.

Section 2. Procedures

- A. The Union or the Agency may invoke arbitration by serving written notice on the other party within twenty (20) calendar days following receipt of a final decision under the Negotiated Grievance Procedure found in Article 33. The notice shall identify the grievance and shall be signed and dated by an authorized representative on behalf of the Party submitting the matter to arbitration.

Arbitration may be invoked by email, U.S. mail (return receipt); or by hand delivery (a written acknowledgement from the person served when hand delivered) to the Superintendent with a copy to the SERO_ERLR@nps.gov mailbox.

- B. Within ten (10) business days after invoking arbitration, the Parties to the arbitration shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) by jointly submitting a completed FMCS Form R-43, "Request for Arbitration Panel." If one Party refuses to join in the request for arbitrators, the other Party may make a unilateral request to FMCS for a panel of arbitrators. A copy of the request to FMCS will be served on the other Party.

Within ten (10) business days from receiving the list of arbitrators from the FMCS, the Parties shall meet to select an arbitrator. If the Parties cannot agree upon an arbitrator, the Parties shall each strike one (1) name from the list alternately and then repeat the procedure until only one (1) name remains. The person whose name remains shall be selected as the arbitrator. The Party striking the first name shall be chosen by a coin toss. The cost of obtaining a list of arbitrators from the FMCS shall be shared equally by the Parties. If either Party refuses to participate in the selection of an arbitrator, the other Party reserves the right to unilaterally select an arbitrator.

- C. Upon selection of the arbitrator, the Parties shall jointly communicate with the arbitrator and one another to select an agreeable date for the submission of motions and responses dealing with questions of grievability or arbitrability, if any, and establish a date for the hearing. Hearings over employee grievances shall take place at the duty location where the employee works, unless otherwise mutually agreed to.

Section 3. Grievability/Arbitrability

Either Party may raise an issue of grievability and/or arbitrability. The arbitrator has the authority to make all grievability and/or arbitrability determinations. Issues of grievability and/or arbitrability must be made prior to any determination of the merits of the grievance. If the matter is determined not to be grievable and/or arbitrable, there will be no determination of the merits of the grievance.

Section 4. Grievant and Witnesses

- A. Grievant(s) and witnesses who are bargaining unit employees (BUEs) shall be excused from duty and granted duty time to participate in all phases of an arbitration proceeding. Authorization of any travel and per diem expenses must be consistent with Federal Travel Regulations (41 CFR).
- B. The Agency shall ensure that all witnesses who are employed by the Agency are available for the hearing. In those instances where the Agency prevents an employee's participation on the day required, the arbitration may be postponed.
- C. Union Representatives scheduling and pay status is addressed in Article 8, Official Time.

Section 5. Authority of Arbitrator

- A. An arbitrator selected under this Article is serving within the context of applicable laws, government-wide rules, and regulations involving Federal service employees. The arbitrator's decisions shall be final and binding subject to the Parties' right to take exceptions to an award in accordance with the law, or the grievant's right, if applicable, to initiate court action.
- B. An arbitrator selected under this Article agrees to be bound by the Code of Professional Responsibility for Arbitrators and FMCS Arbitration Policies and Procedures in effect at the time of selection. At the time of this writing, these documents may be found at the website of the FMCS (<http://www.fmcs.gov>).
- C. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award that would, in effect, grant the Union, an employee, or the Agency any terms which were not obtained in the negotiation process leading to this Agreement. The arbitrator may retain jurisdiction over a case when necessary to clarify the award, and will retain jurisdiction in all cases where exceptions are taken to an award and the Federal Labor Relations Authority (FLRA) sets aside all or a portion of the award.

Section 6. Ex Parte Communication with Arbitrator

Communications with the arbitrator concerning threshold issues and/or merits will be conducted with both Parties.

Section 7. Arbitrator's Award

- A. The arbitrator shall render a written decision no later than thirty (30) calendar days after the conclusion of the hearing unless the Parties mutually agree to extend this time limit. The arbitrator's authority to make an award is subject to applicable laws, government-wide rules, regulations, and this Agreement. The arbitrator's decision shall be final and binding, unless an appeal is timely filed with a Federal court or an exception is filed with the FLRA under 5 U.S.C. § 7122, whichever is appropriate. If no exception or other appropriate legal action is filed within the time limit established by statute and/or FLRA regulation, the award is final and binding.
- B. The appropriate Party will immediately take the actions required by the final award within thirty (30) calendar days after it becomes final and binding, except as provided by the Award.
- C. Any dispute over the application of the arbitrator's award shall be returned to the arbitrator for resolution.

Section 8. Costs of Arbitration

- A. The Parties agree to share equally the cost of regular fees, including reasonable travel expenses of the arbitrator selected to hear the case.
- B. The cost of a reporter or transcript, if used, shall be shared equally by the Parties if it is mutually agreed upon by the Parties to have one, or where it is requested by the arbitrator. Absent mutual agreement, either Party may unilaterally request that a transcript be prepared but must bear all costs incurred in its preparation.
- C. If, prior to the arbitration hearing, the Parties resolve the grievance, any cancellation fees shall be borne equally by both Parties. If a Party requests postponement, that Party shall bear the full cost of any rescheduling fees or postponement fees. If there is a dispute concerning which party bears the cost of the postponement, the Arbitrator will settle the matter.

Section 9. Attorney Fees and Expenses

- A. Attorney's fees will be authorized in accordance with the provisions outlined in 5 U.S.C. 5596.
- B. All charges of the arbitrator incurred in connection with the award of attorney fees will be shared equally by the Parties.

ARTICLE 35 EQUAL EMPLOYMENT OPPORTUNITY

Section 1. General

The Parties agree that Equal Employment Opportunity (EEO) shall be administered in accordance with all applicable laws and regulations governing federal employees. The Agency and the Union subscribe fully to the principles of EEO.

Discrimination in employment is unlawful and will not be tolerated by the Agency. The Agency is committed to maintaining a workplace where equal access to employment opportunity is assured for all employees and applicants for employment without regard to race, color, religion, age, national origin, gender, sexual orientation, genetic information, or disability (physical or mental). No person shall be subjected to retaliation/reprisal for opposing any discriminatory practice or for participating in any stage of the administrative or judicial proceedings.

The Agency will ensure that EEO and civil rights laws are strictly enforced in our Federal and federally assisted programs. Policy on EEO is based on and consistent with relevant laws, regulations issued by the Equal Employment Opportunity Commission (EEOC) at 29 CFR § 1614, related EEOC Management Directives, and Department of the Interior policies.

The Agency is committed to maintaining a workplace where equal access to employment opportunities is assured for all employees and applicants for employment.

Section 2. Affirmative Action Program

The Agency and the Union agree to promote a positive, continuing affirmative action program.

Section 3. EEO Counseling

Unit employees who feel they have been discriminated against have the right to discuss their complaint with an EEO Counselor and may file a formal complaint in accordance with existing regulations and agency policy. In addition, the employee may choose to have a personal representative when filing a formal complaint.

Section 4. Official Time

In accordance with Title 29 § 1614.605, a reasonable amount of official time will be authorized to employees and/or to representatives, who would otherwise be in a duty status, to participate in statutory complaints. Employees who use official time authorized by their supervisors for EEO activities as complainants or representatives will not be penalized for use of official time.

Section 5. Representation

Representative(s) of the Union and the Agency will meet as deemed necessary relative to EEO matters. Requests for such a meeting should include the general subject matter to be discussed and will be made in advance and approved by the employee's supervisor. In accordance with Title 29 § 1614.605 (b) the agency is not obligated to change work schedules, incur overtime wages, or pay travel expenses to facilitate the choice of a specific representative or to allow the complainant and representative to confer.

Section 6. Reasonable Accommodation

Requests for Reasonable Accommodations will be administered in accordance with Section 501 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 791), Equal Employment Opportunity Commission (EEOC) Regulations at 29 CFR Part 1614 (Federal Sector Equal Employment Opportunity), EEOC Management Directive 715, and Department of Interior Personnel Bulletin 21-03.

Section 7. Further Information

For further information, employees may contact the Regional EEO Manager at SER_EEO@nps.gov or visit <https://www.doi.gov/pmb/eo/national-park-service-eeo-counselors>. Departmental policy governing EEO and related programs may be found at <https://www.doi.gov/policy>.

ARTICLE 36 ALTERNATIVE DISPUTE RESOLUTION

Section 1. Commitment

The Agency and the Union are committed to the use of Alternative Dispute Resolution (ADR) problem-solving methods to foster a good labor-management relationship. Participation in the ADR process is voluntary and subject to mutual agreement of the Agency and the Union. However, at any time during the ADR process, either party may elect to terminate the process and contractual time limits will be reinstated the next business day after notice of termination.

Where there is conflict between employees, the Agency and Union agree to support both parties to resolve their differences. Upon request by employees, the Agency will provide a list of Agency ADR resources.

Section 2. Definitions and Intentions

- A. ADR is an informal process which seeks early resolution of employee(s), labor, and management disputes.
- B. ADR should be effective, timely, and efficient. It should focus on conflict resolution, problem-solving, and foster a cooperative labor and management relationship. Participation in the ADR process must be voluntary.
- C. ADR may be used in the context of labor-management cooperation.
- D. ADR resolutions shall not set precedent unless mutually agreed to by authorized representatives of the parties. Resolutions under ADR cannot conflict with or supersede other agreements between the parties.
- E. An ADR problem-solving method can include mutually agreed upon third parties. Any cost associated with the use of the agreed upon third party will be shared equally between the parties. ADR methods may include but are not limited to early neutral evaluation, mediation, interest-based problem solving, peer review, conciliation, facilitation, and neutral fact-finding, as agreed.
- F. ADR methods may be used prior to or during a grievance/arbitration or statutory appeal. In the use of ADR processes, contractual time frames normally will be stayed. The length of the stay will be determined by mutual consent on a case-by-case basis, and subject to Section 1 of this Article. Statutory time frames cannot be stayed.

ARTICLE 37 CONTRACTING OUT

Section 1. Prior Notification to Union

- A. When the Agency anticipates contracting out of work presently being performed by encumbered bargaining unit employee positions, regardless of how the contract is to be implemented (i.e., competitive, minority, Small Business Administration (SBA), contract, etc.), the Union will be notified prior to the solicitation. The notice will include general information concerning the employees who may be affected.
- B. In accordance with applicable law, government-wide rules and regulations, the Agency will provide the Union an opportunity to negotiate the adverse impact on BUEs' work as it has been regularly and customarily performed (but does not include isolated task) by them.

Section 2. Union Requested Discussions

Following such notice, and upon request from the Union, the Agency will meet with the Union to discuss the information contained in the notice.

Section 3. Management Decisions

The decision by the Agency to contract out work presently being performed by BUEs will be made in accordance with applicable law, and government-wide rules and regulations.

ARTICLE 38

REDUCTION-IN-FORCE, REHIRING, AND TRANSFER OF FUNCTION

Section 1. General Provisions

The provisions of this Article establish or specify the procedures, which apply to the implementation of any Agency decision that a Reduction-in-Force (RIF) is necessary and specify actions the Agency will take to assist BUEs who are impacted consequently. RIFs will be accomplished in accordance with statutory requirements, OPM rules and regulations, Department of Interior and NPS regulations, and this Agreement.

- A. A RIF occurs when the Agency releases a competing employee from their competitive level by furlough for more than thirty (30) days, separation, demotion, or reassignment requiring displacement, when the release is required because of lack of work, shortage of funds, insufficient personnel ceiling, reorganization, or an Agency's exercise of reemployment rights or restoration rights.
- B. Transfer of function is the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas. Except when the function involved is virtually identical to a function already being performed in the other competitive area, or the movement of the competitive area in which the function is performed to another commuting area.

Section 2. Notification

At the earliest practicable date, the Agency shall notify the Union in writing of a pending RIF or transfer of function prior to informing employees. The notice to the Union shall include the reasons for the RIF or transfer of function, the approximate number of employees who may be affected, the types of positions anticipated to be affected, and the anticipated effective date of the action.

Section 3. Impact and Implementation

- A. To minimize any adverse impact upon employees in a RIF or transfer of function, the Agency may consider alternate methods such as reassignment, or details which do not result in displacement of employees. The Agency may also consider placing affected employees in vacant positions.
- B. The Agency agrees to provide the Union the opportunity to negotiate the impact and implementation of any reduction in force or reorganization, in accordance with the following:

1. Bargaining over the impact of a RIF will follow the procedures outlined in Article 49, Mid-Term Bargaining.
2. During bargaining over a decision to downsize and/or restructure, the Agency will consider other strategies to minimize the effect of a reduction. Such strategies include, but are not limited to the following:
 - i. In-placement programs;
 - ii. Hiring freeze;
 - iii. Details up to 120 days to other positions within the Agency;
 - iv. Attrition;
 - v. Reassignment (see Article 28);
 - vi. Train employees for other positions in the Agency;
 - vii. Train employees for positions in other agencies;
 - viii. Discontinued Service Retirement;
 - ix. Voluntary Early Retirement Authority; and
 - x. Voluntary Separation Incentive Payments (Buyouts).

Section 4. Communication with Employees

The Agency shall provide the following information to employees in the affected competitive area to help them understand why they are affected by a RIF or transfer of function:

- A. The extent of the competitive areas and specific reasons for the RIF or transfer of function, in accordance with applicable laws, government-wide rules, and regulations; and
- B. Information on the regulations governing RIF or transfer of function on the specific kinds of assistance provided for affected employees and on the procedures for obtaining such information.
- C. The Agency shall provide a specific written notice to each employee affected by the RIF or transfer of function sixty (60) days prior to the effective date. The specific notice shall include:
 1. The action taken;
 2. The effective date of the action;
 3. The employee's service computation date and subgroup;
 4. The employee's competitive area and competitive level;

5. The employee's annual performance ratings received during the last three years;
 6. The employee's appeal or grievance rights and the time limits for such actions; and
 7. If applicable, specific information on the Reemployment Priority List and the Displaced Employee Program.
- D. A copy of the specific notice to be issued to employees or a suitable summary of such notices shall be provided to the Union.

Section 5. Retention Registers

An employee affected by a RIF has the right to review the retention registers and records having a bearing on the specific action taken.

Section 6. Offers of Employment

- A. Affected employees shall have a minimum of ten (10) working days to accept or reject an offer of another position.
- B. After receipt of the Agency's offer, an employee may request an assignment to a vacant position for which the employee is qualified at same or lower grade. The Agency agrees to consider such a request.
- C. A permanent employee placed in a lower graded position due to RIF may be eligible for grade and pay retention subject to statutory requirements, OPM rules and regulations, and the provisions of applicable Agency regulations.

ARTICLE 39
MANDATORY FURLOUGHS DUE TO A LACK OF
APPROPRIATIONS (GOVERNMENT-WIDE OR AGENCY
SHUTDOWNS)

Section 1. Definition

This Article only covers mandatory furloughs due to a lack of congressional appropriations, also known as a government-wide or Agency shutdown.

Section 2. Process

- A. Once Congress has acted to end a furlough due to lack of appropriations, the Agency will act promptly to adjust pay and other benefits specifically authorized for employees affected by the furlough.
- B. Where a limited number of available employees in a position will be deemed excepted from the furlough, the Agency will first solicit volunteers from among qualified employees in the affected work unit to work. If more qualified employees volunteer to work than permitted, the Agency will select the most senior, by SCD, to work. If less qualified employees volunteer than necessary needed, the qualified volunteers shall be directed to report by reverse seniority.
- C. To the degree the Agency has discretion, nothing in this Article shall be construed to waive any rights excepted employees would otherwise have in the course of their employment under this Agreement, laws, government-wide rules, and regulations (e.g., leave request procedures).
- D. A list of all excepted bargaining unit employees will be provided to the Union.

Section 3. Return to Duty

Once an appropriations bill is signed into law, the Agency may post on its internet, an announcement that employees are required to return to duty.

ARTICLE 40 SAFETY, HEALTH, AND ENVIRONMENT

Section 1. General

The Agency agrees to provide a safe and healthy workplace for all employees and to comply with applicable Federal laws, government-wide rules, and regulations relating to the safety and health of employees. All employees are responsible for prompt reporting of observed unsafe conditions. All BUEs will perform duties in a safe manner, wear appropriate personal protective equipment, and obey established safe practices and directives. The Agency agrees to supply all appropriate personal protective equipment and necessary training.

Section 2. Safety and Health Committee

- A. The Parties agree that a Safety and Health Committee will be established in accordance with Article 6, Labor-Management Partnership. Bargaining Unit Employees will have at least equal representation as management on the safety committee. The purpose of this committee will be to present recommendations on safety issues that impact the Blue Ridge Parkway in accordance with NPS Director's Order 50B.
- B. Where allowed by law, regulation, and policy, the Agency will provide quarterly summary reports received or generated in the Safety Management Information System (SMIS) to the Safety Committee. Copies of final safety audit report findings will also be provided to the Safety Committee.
- C. The Agency agrees to provide safety training to a Union-selected member of the safety committee annually based upon budgetary constraints and operational needs.

Section 3. Formal Safety Inspections

- A. The Agency will notify the Local 0446 Union President or designee when the Safety Officer schedules formal safety inspections. The Union will be offered an opportunity to attend.
- B. The Agency will notify Local 0446 Union President or designee when a representative from the Occupational Safety and Health Administration (OSHA) arrives on site for an inspection or as soon as practicable.

Section 4. Hazard Reporting

In the event that an employee identifies a workplace hazard, the employee should follow the process identified in the Blue Ridge Parkway Safety, Health, and Wellness Plan, including submitting a Hazard Alert Form found in Appendix D of the Safety, Health, and Wellness Plan.

Section 5. Standards

- A. Safety-toed footwear: The Agency agrees to provide safety-toed footwear to BUEs that require such PPE. BUEs will be provided one pair of safety-toed footwear each calendar year. Supervisors may purchase safety-toed footwear or employees may purchase their own at the employee's discretion. The Agency will reimburse employees for the safety-toed shoes up to \$200, or in accordance with the Department of Interior Region 2 PPE policy, whichever is greater. If the safety footwear becomes unserviceable within the one-year period, the Agency agrees to purchase another pair of safety footwear for the affected employee(s). Safety boots may be purchased outside of the Agency uniform system.
- B. All safety footwear must be steel/composite toed, conform to all safety standards, and must meet the ANSI Z41 guidelines. Footwear must also conform to the NPS Parkway Uniform standards, and must be brown in color, a minimum of six (6) inches in height, laced design, with lug soles or a non-slip pattern. Safety-toed boots are expendable property in that they are individually tailored and not reusable by other employees. The procedure to regulate the purchase of expendable property items is in accordance with Director's Order #44. Procurement of safety footwear shall be made in accordance with Director's Order 50B, NPS Occupational Safety and Health Program Reference Management, Section 3.2, OSHA 1910.136 and OSHA 1910.132.
- C. Prescription safety eyewear. The Agency agrees to provide prescription safety eyewear to employees that require it. Employees will be afforded \$200 per year for prescription eyewear, or in accordance with Department of Interior Region 2 PPE Policy, whichever is greater. Supervisors may purchase eyewear for employees, or employees may purchase their own eyewear at the employees' discretion.

Section 6. Reporting All Hazards and Unsafe Working Conditions

- A. All hazards shall be reported and acted upon to minimize risk to employee, visitor, volunteer, students, etc. health and safety in accordance with the Annual BLRI Safety, Health, and Wellness Plan. All employees have the responsibility to report, and if possible correct, all identified hazards in the workplace.
- B. The Agency will share Hazard Alert Forms with the safety committee as a standing agenda item.

Section 7. Safety Equipment and Facilities

- A. Employees in duty status will have access to reliable radio or other forms of communication.
- B. The Agency will ensure that employees performing hazardous duties can, if injured, promptly communicate with a supervisor or co-worker to obtain first aid or other

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

- C. The Agency will provide telecommunications capacity to allow safe performance of work tasks in the office and in the field. The Agency attempts to provide reliable communications for all employees and will work to repair any broken equipment as soon as practicable. Agency and Union recognize that due to the remote nature of work locations, and the existence of external carriers and providers, that storms and other naturally-occurring outages, as well as equipment and service failures may occur. Agency agrees to work to mitigate these situations as expediently as possible.
- D. The Agency will provide first aid supplies in accordance with OSHA and NPS standards. The Agency will provide AEDs in as many duty stations and developed areas as practicable.
- E. The Agency will provide and maintain properly rated fire extinguishers per OSHA and National Fire Protection Act (NFPA) standards in each facility.
- F. The Agency will provide clean lunch and toilet facilities in each duty station as practicable as the agency and Union recognize that due to the remote nature of work locations this is not always feasible. These accommodations will be heated, have potable drinking water, flushing toilets, electricity, soap, towels, and individual lockers available for employee use.
- G. Agency agrees to keep all facilities free of hazards, keep current and relevant Safety Data Sheets (SDS) conspicuously posted in work areas in accordance with OSHA and NPS standards. The Agency will provide Lock-out/Tag-out equipment for work areas in accordance with OSHA and NPS Standards.
- H. The Agency will provide safety and health training for employees in accordance with OSHA, NPS, and the BLRI Safety, Health, and Wellness Plan, including specialized job safety training, appropriate to the work performed by the employee. This training will address the Agency's Occupational Safety and Health Program, with emphasis on the rights and responsibilities of employees.
- I. All machine tools will have proper guards installed and appropriate warning labels affixed so as to be visible to operators. Employees will not remove equipment guards without first having supervisory approval.
- J. The Agency agrees to provide government-owned vehicles and equipment and rental/leased vehicles and equipment that are safe for operation. All employees must operate government owned vehicles and equipment in accordance with all laws, regulations, and Agency policies to ensure legal and safe operation. Employees are required to perform inspections of vehicles prior to operation to ensure vehicles are safe to operate. Vehicles and equipment deemed unsafe to operate will be taken out of service by the operator. Once a vehicle has been taken out of service or identified as unsafe to operate, it must be inspected by a qualified person who possesses either certification or

meets OSHA requirements to make such a determination, and all critical deficiencies causing the unsafe condition must be corrected or repaired before being placed back in service.

- K. The Agency agrees to provide annual audiograms to employees as required by the work performed per OSHA rules and regulations.
- L. Application of herbicides, insecticides, and other chemicals will be done by qualified personnel using appropriate PPE.
- M. The agency will provide safe and healthful indoor air quality by conforming to laws, guidelines, regulations, and/or policies issued by federal regulatory agencies such as OSHA. The parties also recognize that temperature and humidity in work areas can have a direct bearing on employees' health.

Section 8. Use of Respirators

The Agency will oversee a respirator program in accordance with RM50B, Chapter 52, Respiratory Protection. Employees are encouraged to discuss respirator needs with their supervisors.

Section 9. Tobacco/nicotine-use Cessation

Employees who wish to stop smoking or using tobacco/nicotine products but who are unable to successfully complete a tobacco-use cessation program, or who have quit using tobacco/nicotine products but are experiencing related difficulties, may seek additional assistance through the EAP. See Article 43.

Section 10. Fitness Reimbursements

Employees may receive fitness membership reimbursement in accordance with DOI and NPS policy. The Agency will reimburse eligible employees up to \$30/month (\$360/year), or the maximum allowed by DOI, whichever is greater. For fitness reimbursements for commissioned law enforcement officers, see Article 30.

Section 11. Ergonomics

Employees concerned about ergonomic conditions at their workstation can request an ergonomic evaluation from the BLRI safety manager.

Section 12. Workplace Construction Modifications

Whenever the Agency decides to make major modifications to NPS buildings that will impact BUEs assigned workspaces, the Union will be notified. The Agency will make every effort

practicable to minimize impacts to employees during any renovations or modifications, including providing alternate workspace when necessary.

ARTICLE 41 FITNESS FOR DUTY

The Agency may direct an employee to undergo a fitness for duty examination only under those conditions authorized by 5 CFR 339.301 and 29 CFR 825.312.

All records pertaining to employee medical examinations and, as applicable, any personal information included with an application for disability retirement are confidential and may be disclosed only to those with an administrative need to know or as specifically authorized by the subject employee in writing.

ARTICLE 42 DRUG-FREE WORKPLACE

Section 1. Introduction

The parties recognize that accomplishment of the Agency's mission requires the highest standards of competence, reliability, and integrity. The illegal possession or use of drugs is inconsistent with the maintenance of those standards.

Executive Order 12564, Drug-Free Federal Workplace, established a policy against the use of illegal drugs by Federal employees, whether on duty or off duty. Department of the Interior Personnel Bulletin (PB 17-15) further describes the Agency's approach to a drug and alcohol-free workplace.

Section 2. Incident Management

Incidents in which employees are found to illegally use drugs or suspected of illegally using drugs shall be handled in accordance with DOI Personnel Bulletin 17-15 and federal law enforcement standards.

Section 3. Policy

The Parties adopt the Department of the Interior's Drug-Free and Alcohol-Free Workplace Plan that implements the requirements of Executive Order 12564 and Section 503 of the supplemental Appropriations Act of 1987 and amendments thereto with the following provisions:

- A. The Agency shall provide information to bargaining unit employees whose positions are subject to drug testing and to Union representatives concerning the drug testing program. All BUEs will receive a copy of the Agency's Drug-Free and Alcohol-Free Workplace Plan. Any trainings on this topic shall be provided on duty time. The Union shall be provided a copy of all training manuals/materials.
- B. The Agency shall inform employees of available drug and alcohol use counseling and referral services available through the Interior EAP program.
- C. The Agency shall conduct all drug and alcohol testing in accordance with the mandatory guidelines promulgated by the Department of Health and Human Services and Department of Transportation and to use methods and equipment that meet the requirements set forth in the guidelines, and as set forth in DOI PB 17-15.
- D. Generally, drug testing will be conducted during an employee's regular workday. An employee will be given up to two (2) hours to arrive at the test site from when notice is given.

- E. Bargaining unit employees are entitled to Union representation, upon request, during the collection of test samples. The Union representative may observe all actions of the collection site monitoring, subject to test site protocols. However, the representative may not impede the timely collection of the samples. Union representative may be authorized official time to perform drug testing monitoring responsibilities.
- F. Employees, if engaged in drug testing beyond scheduled work hours, shall be given the choice of overtime or compensatory time for time spent completing the drug test.
- G. Employees who visit the EAP coordinator or an EAP contract counselor by referral shall be granted leave for participation in such counseling and/or treatment sessions. In accordance with DOI PB 17-15, page 18(xii), employees will be allowed up to one hour (or more as necessitated by travel) of excused absence for each counseling session, during the assessment/referral phase of rehabilitation. Absences during duty hours for rehabilitation or treatment must be charged to the appropriate leave category in accordance with law and leave regulations.
- H. Employees will be informed of the consequences should they refuse counseling or rehabilitation. In the event of employee refusal to attend counseling or rehabilitation, the Agency will follow procedures laid out in DOI PB 17-15.

ARTICLE 43 EMPLOYEE ASSISTANCE PROGRAM

Section 1. Introduction

The Union and Agency agree that a constructive Employee Assistance Program (EAP) which addresses such problems as alcoholism, drug dependencies, and mental or emotional illness is beneficial to both parties. The goal of the EAP is to restore employees to optimal job performance by using a positive approach to reduce losses of productivity as well as offering assistance and encouraging employees to help themselves through self-referral.

Section 2. Privacy

The Union and Agency agree to respect the privacy of the employee, and to limit their concern to alcoholism/drug abuse or other problems which cause poor attendance or unsatisfactory performance or conduct.

Section 3. Mutual Promotion of EAP

The parties agree to endorse and publicize EAP and to encourage all employees to use the program to aid in the resolution of personal problems.

Section 4. Contact Information

EAP is a free, confidential, and voluntary program for employees and is not reflected in official personnel records. Employees may contact EAP 24 hours a day, 7 days a week, by calling 1-800-869-0276 or by visiting the current contractor's website at www.espyr.com (use the password "interioreap" to sign in). Should the EAP contact information change, the Agency will notify all employees.

ARTICLE 44 DEPENDENT CARE

Section 1. Policy and Purpose

This Article addresses the dependent care needs of BUEs. The Parties recognize that employees may have special dependent care needs during working hours.

Section 2. Employee Needs

The Agency recognizes that employees sometimes experience unexpected changes in family care arrangements. Therefore, in accordance with Article 16, Section 6.A, Unscheduled Use of Leave, leave may be granted when it is not scheduled in advance subject to mission and coverage requirements. Should a dependent care situation be the result of an extended illness or medical condition, an eligible employee may invoke their rights under the Family Medical Leave Act (FMLA).

Section 3. Dependent Care Resources

To assist employees with dependent care issues, employees may request assistance under the Employee Assistance Program (EAP) concerning current listings of the qualified, licensed dependent care providers in the immediate area.

Because of the broad range of dependent care needs, the EAP may provide specific information as available. Employees may be eligible for childcare subsidy.

For additional information, visit: <https://cjnconsultants.com/child-care/>. In the event there is a change in the childcare subsidy, the Agency agrees to notify employees.

ARTICLE 45

UNIFORMS

Section 1. General

The parties agree that the NPS uniform is an important part of the visitor's experience. A consistent uniform policy also supports morale and professionalism within the workforce. Except as expressly provided herein, this Article shall be implemented in accordance with Director's Order 43, Resource Manual (RM) 43, Policy Memorandum 18-01 dated August 7, 2018, and subsequent Policy Memorandum amendments. Subsequent Policy Memorandum amendments may be subject to bargaining requirements pursuant to chapter 5 U.S.C. 7106 (b)(2) and/or (b)(3).

Section 2. Exceptions

The Agency may designate exceptions (e.g., special events, weather, etc.) to the most current park uniform standards. The Agency will determine which uniform items available through the approved vendor may be worn at an individual park. Variations from these items, due to individualized job duties or medical concerns, require written Superintendent approval.

Section 3. Uniform Ordering Procedure

- A. Uniformed employees shall be provided a reasonable amount of duty time to place orders for uniform parts.
- B. The employee shall be provided access to agency computers which will enable them to place uniform orders. Computer access for ordering uniform parts will be provided in accessible areas.
- C. The Agency will assist an employee placing an order if needed. Employees are not responsible for electronic failure in the ordering process nor for errors by the uniform provider.

Section 4. Uniform Inspections

Uniformed employees are subject to inspection as outlined in RM 43.

ARTICLE 46 GOVERNMENT HOUSING

Blue Ridge Parkway will manage its housing program in accordance with NPS Directors Order 36 and Reference Manual 36 and the BLRI Housing Management Plan.

ARTICLE 47 OFFICIAL TRAVEL

Section 1. Policy

The Agency will administer official travel in accordance with applicable law, policy, and regulation and DOI/NPS Travel policy.

Section 2. Compensation and Travel

To the maximum extent practicable, the Agency shall seek to permit time spent in travel status away from the employee's official duty station to be scheduled within the normal working hours. Where it is necessary that travel be performed during non-duty hours, the employee will be paid overtime in accordance with applicable laws, government-wide rules, and regulations when such travel constitutes hours of work under these laws, government-wide rules, and regulations. If such travel constitutes hours of work, the Agency will consider an employee's request for compensatory time off in lieu of overtime payment, if feasible.

Section 3. Change from Per Diem Allowance to Actual and Necessary Subsistence Expenses

- A. Advance Authorization: An employee scheduled to travel in an area for which a per diem allowance is prescribed, may request advance authorization for travel on the basis of actual and necessary subsistence expenses. The request will normally be approved when the supporting justification showing the unusual and exceptional circumstances for the request meet Agency-wide guidelines. Any travel claim for actual expenses will comply with applicable policies and regulations.
- B. Post Approval: Reimbursement for actual and necessary subsistence expenses allowable by applicable laws, government-wide rules, regulations, or policies may be authorized on a post approval basis if the employee can justify that prudent expenses required by the ordered travel exceed the prescribed per diem rate. This provision applies only to travel involving assignments of thirty (30) calendar days or less.

Section 4. Continuation of Approved Travel Expenses

Subject to approval by the designated Agency official (generally, a supervisor or manager), employees who are unable to arrive at, or return from their destination during regular duty hours will be reimbursed for authorized travel expenses provided said inability to arrive or return is due to arduous travel conditions beyond the employee's control resulting from natural calamity, unavailability of transportation, or severe weather.

Section 5. Use of Privately Owned Vehicles/Government Furnished Vehicles

BUEs who use privately owned vehicles (POVs), will be compensated for such use in accordance with applicable laws, government-wide rules, and regulations, and DOI/NPS policy.

- A. While in travel status, an employee will notify the supervisor:
 - 1. Before undertaking any repair(s) to a government vehicle.
 - 2. If repair(s) are to a POV (authorized for use in the travel); such repair(s) are necessary to carry out the work assignment, which is the purpose of the travel; and, will take more than one hour to accomplish.
- B. When an employee is specifically authorized to use a POV instead of an available Government-owned Vehicle (GOV), mileage will be paid at a rate consistent with applicable policies and regulations.
- C. The Agency will not require employees to drive or ride in unsafe vehicles as determined by the issuing Agency. When an employee is assigned a GOV that is not functioning or equipped properly, the employee shall report the situation to the supervisor or to the General Services Administration (GSA) official, whichever is appropriate.

Section 6. Document and Property Loss/Theft

An employee is accountable for all government documents and property in their possession and/or custody. An employee exercising reasonable care will generally not be held responsible for documents or property (other than cash) which is lost, stolen, or damaged while in their possession. Determinations will be made on a case-by-case basis. Any determination which results in the taking of disciplinary, adverse, or administrative action finding that an employee is responsible for lost, stolen, or damaged property (including cash) may be addressed through the negotiated grievance procedure.

Section 7. Return to Duty Station

An employee on a long-term assignment may be authorized occasional return trips to the employee's official duty station or home at government expense on non-workdays. Approval for such return trips is at the administrative discretion of the authorizing official under the following circumstances (Title 41 § 301-11.23):

- A. The Agency requires you to return to your official station to perform official business; or
- B. The Agency will realize a substantial cost savings by returning you home; or
- C. Periodic return travel home is justified incident to an extended TDY assignment.

ARTICLE 48 OFFICE SPACE

Section 1. General

This Article applies to moving an employee's regularly assigned office space from one location to another within a duty station.

When feasible, office space allowances for individual employees will comport with GSA guidelines. A work unit, for purposes of this Article, is that group of employees reporting directly to a supervisor.

Section 2. Temporary Office Moves

When the Agency determines to move one or more employees temporarily to another workspace, the following apply:

- A. If the temporary move will last more than six (6) months, the Agency will make reasonable efforts to provide affected employees space comparable to that in their permanently assigned space.
- B. If there are sufficient differences in the temporary space, affected employees will be assigned space based on work requirements and then within a work unit may select, within the allotted space, a workstation by longest service as determined by their SCD.

Section 3. Permanent Space Moves

When the Agency determines to permanently move one or more work unit(s) to another workspace or reassign existing space, the following apply:

- A. The Union will be provided a floor plan showing the spaces available to BUEs by work unit.
- B. BUEs shall select their workstation by the longest service as determined by their SCD.

Section 4. Placement of Employees within a Work Unit

- A. When BUE leaves a work unit permanently, their workplace will be reserved for their replacement employee. Other employees may request to move to the vacant workspace, which a supervisor may or may not consider in accordance with seniority and needs of the work group. If more than one employee requests the space, it shall be assigned by the longest service as determined by their SCD should a supervisor agree to the proposal.

ARTICLE 49 MID-TERM BARGAINING

Section 1. Rights and Obligations of the Parties

- A. With the exception of changes mandated by laws, government-wide rules, and regulations, all matters covered by this Agreement will not be subject to change during the term of the Agreement, absent mutual consent of the Parties. When, because of mandated changes, there is a need to reopen existing articles or add new articles, the procedures in this Article will be followed. The procedures in this Article will also be used when there is a change in conditions of employment (non-mandated changes) that are not covered by this Agreement.
- B. The Agency has the right to make changes to conditions of employment in the exercise of its management rights pursuant to 5 U.S.C. §7106, or for any other reason associated with the accomplishment of its mission. However, the Agency recognizes its potential obligation, consistent with applicable laws, government-wide rules, regulations, and applicable case law (e.g., an agency has no obligation to bargain over a change that has a de minimis impact on conditions of employment) to notify the Union of such changes and to negotiate, upon request of the Union, pursuant to 5 U.S.C. § 7106(b)(2) and (3).

Section 2. Level of Negotiation

The authority to negotiate matters pursuant to this Article rests solely with the Agency and Local 0446. Notwithstanding, the Parties may designate representatives to bargain on their behalf.

Section 3. Applicable Negotiation Procedures

The procedures contained in this Section shall constitute the ground rules for all negotiations under this Article, unless the Parties mutually agree to do otherwise.

- A. Notification Procedure: In issuing, revising, or canceling rules and regulations relating to conditions of employment (i.e., personnel policy, practices, procedures, and matters) affecting work conditions, the Agency shall give due regard to the obligations imposed by applicable laws, government-wide rules, regulations, and this Agreement. Before making changes to BUEs' conditions of employment having a greater than de minimis impact, the Agency shall provide to the Local 0446 President and Local 0446 NPS Vice President written notice of the proposed change(s). Such notice may be provided to the Union by e-mail or by any other method mutually agreed upon by the Parties.
- B. Specific procedures to be used pursuant to this Article are as follows:
 - 1. Prior to implementation, the Agency will provide written notice to the Union of the Agency's intent to make a change(s) of BUEs conditions of employment. At the

Union's request, the Agency will provide a face-to-face (in person or via video conferencing) briefing on the proposed changes within five (5) business days.

2. The Union will have ten (10) business days receipt of the written notice or face-to-face briefing, whichever is later, to advise the Agency, in writing, of the Union's request to negotiate. After the Union's request to negotiate, the Union will then have ten (10) additional business days to provide the Agency with proposals. The Parties will then schedule a time and begin negotiating within ten (10) business days after the Agency's receipt of the Union's proposals.
 3. Each party agrees to send an email confirmation of receipt of any written notice as pertaining to this section.
- C. Bargaining Procedures: After receipt of the Union's proposals, the Agency and Union will bargain, as appropriate and in accordance with applicable laws, government-wide rules, or regulations. The Union may raise no additional proposals or subjects of bargaining after submission of its initial proposals except by mutual agreement, or under the post-implementation bargaining procedure under Section 4 of this Article. If the Union's proposals are not provided to the Agency within the ten (10) business days as stated above, then the request to negotiate will be deemed waived and closed, and the Agency may proceed with implementation, unless an extension is requested and approved in advance.
1. The Parties will determine the location to conduct the negotiations by mutual agreement and may choose to conduct the negotiations virtually (e.g., via conference call or video technology).
 2. The Union will be authorized the same number of bargaining representatives on official time as the Agency has representatives participating in the negotiations.
 3. Either party may have a subject matter expert (SME) present as necessary, who can provide information necessary for the successful completion of bargaining. The SME will not count toward the bargaining team's representatives. BLRI BUEs serving as SMEs will be granted official time in accordance with Article 8 for travel to and from, and participation in, in-person mid-term bargaining, and will be authorized to use a government vehicle (GOV) for travel to and from mid-term bargaining.
 4. Negotiations shall take place as soon as practicable, but no more than ten (10) business days after the Agency has received the Union proposals, unless the Parties mutually agree to extend the period. Bargaining shall occur during regular duty hours, unless otherwise mutually agreed by the Parties. The Parties will endeavor to reach agreement and conclude bargaining within twenty (20) business days from the start of negotiations, but that period may be extended by mutual agreement of the Parties. Should the Parties not come to an agreement within twenty (20) business days, the Agency may implement the change at its discretion. However, post-implementation

bargaining procedures pursuant to Section 4 of this Article will apply if the Parties are unable to reach agreement prior to the implementation date declared by the Agency.

Section 4. Post-Implementation Bargaining Procedure

- A. Definition: Post-implementation bargaining is bargaining after a management-initiated change has been implemented. When the Agency determines that a particular change is necessary or appropriate, in accordance with laws, government-wide rules, or regulations, and must be implemented by a certain date, post-implementation procedures will apply if the Parties are unable to reach agreement prior to the implementation date of the change.
- B. Post Implementation Bargaining Procedure: The Union will be provided notice of change as soon as practicable by the Agency and afforded the opportunity to bargain. Upon receipt of notification by the Agency, the Union will have ten (10) business days to submit their request to bargain. The Union will be afforded the opportunity to submit bargaining proposals concerning the change for up to an additional ten (10) business days following the request to bargain. The Union reserves all rights pursuant to applicable laws, government-wide rules, or regulations. Once Union proposals have been submitted to the Agency, the procedures in Section 3.C. above will apply.

Section 5. Agency Head Review

All negotiated agreements shall be subject to review by the head of the Agency (or their designee) pursuant to 5 U.S.C. § 7114(c).

ARTICLE 50 DURATION OF THE AGREEMENT

Section 1. Duration of Agreement

- A. Effective Date: This Agreement shall become effective thirty-one (31) days from execution or Agency Head approval, whichever occurs first.
- B. Duration: This Agreement shall remain in full force and effect for four (4) years from its effective date.

Section 2. Renewal and Renegotiation

- A. Either Party may request to renegotiate the Agreement by submitting written notice not more than one hundred twenty (120) calendar days and not less than sixty (60) calendar days prior to the expiration of the Agreement. In the event that the Parties elect to renegotiate the Agreement, the current terms of the Agreement will remain in effect until superseded by a new Agreement. In the event that neither Party submits notice to renegotiate, this Agreement will automatically renew for one (1) year periods, except for any provisions that are in conflict with laws, government-wide rules, and regulations.
- B. Either Party may reopen five (5) existing Articles and propose two (2) new Articles by serving proposals on the other party by no later than two (2) years from the effective date of this Agreement, or when the Parties may otherwise mutually agree.

Section 3. Savings Clause

If any provision of this Agreement is subsequently declared by proper authority to be unlawful, unenforceable, or not in accordance with applicable statutes or regulations, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

ARTICLE 51 DISTRIBUTION OF AGREEMENT

The Agency shall furnish digital copies of this agreement, and any amendments or supplements, to all BUEs in the unit, to their supervisors, and to all new employees in the unit. An employee may use government furnished equipment to print an individual copy. The agreement shall be posted on the Agency SharePoint website.