

COLLECTIVE BARGAINING AGREEMENT

Between

National Park Service (Interior Region 1)

And

American Federation of Government Employees (Council 270)

2023

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Preamble

This Agreement is made between the National Park Service (NPS), Interior Region 1, North Atlantic-Appalachian (the Agency) and the American Federation of Government Employees (AFGE) Council 270 (the Council) or the Union, which is delegated the authority to act as the exclusive representative of bargaining unit employees 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 the NPS, Interior Region 1, North Atlantic-Appalachian. The Parties recognize that employees involved in operating those parks are critical to the success of the mission, and that without the talents of these high-quality employees, the parks 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' purpose, the Agency and the Union therefore agree upon the following articles in an effort to provide collaboration in the development of bargaining unit employee (BUE) conditions of employment and for advancing an effective and efficient Government.

Article 1

The Effect of Law, Regulation, Policy, and Practice

Section 1. Recognition

- A. Pursuant to 5 U.S.C. § 7114 (a)(1), the Agency recognizes the American Federation of Government Employees (AFGE), AFL-CIO (AFGE National) at its National Headquarters level, as the exclusive representative of the employees in the unit certified by the Federal Labor Relations Authority (FLRA) in Cases No. BN-RP-13-0021, BN-RP-16-0024, and WA-RP-16-0020.
- B. The AFGE Council 270 or the Union, is delegated the authority to act as the exclusive representative of bargaining unit employee (BUEs) 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.
- C. Should this delegation be altered or amended for any purpose, AFGE National will notify the Chief, Labor and Employee Relations, Interior Region 1, North Atlantic-Appalachian, in writing and in advance of the application of any change thereto.

Section 2. 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; and 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 3. 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 4. Subsequent Agreements

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

Section 5. 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 it had occurred repeatedly.
- B. Any past practices existing at the effective date of this Agreement that is not incorporated therein shall be considered null and void.
- C. The Agency and the Union recognize that some past practices are mutually beneficial.
 - 1. Therefore, the Parties agree that there will be a 6-month period from the effective date of this Agreement in which either party may present to the other party such past practices that they desire to continue with mutual agreement.
 - 2. Those past practices that the parties agree are mutually beneficial will continue subject to completion of bargaining in accordance with Article 15 of this Agreement.

Section 6. 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 its life. A matter is covered by this Agreement if it is inseparably bound up with a matter contained in this Agreement and thus an aspect of the matter contained in the Agreement.

Section 7. Management Rights.

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...:
 - (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.

Section 8. 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 2

Duration of 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 five (5) 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 3
Employee Rights

Section 1. Statutory Rights

A. 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.

1. 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
2. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter.

Section 2. 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. 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. If the Agency decides to create, relocate, and/or rehabilitate lockable accommodations, the Agency agrees to engage the Union in discussion concerning the changes.
- B. Use of a government issued lockable storage is optional. Based on internal security practices, no expectation of privacy should be assumed by a bargaining unit employee (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 4. 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 5. 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 6. Non-Work Space

- A. 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.
- B. 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.

- C. 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 4

Union Rights and Responsibilities

Section 1. Exclusive Representation

- A. Pursuant to 5 U.S.C. § 7114 (a)(1), the Agency recognizes the American Federation of Government Employees, AFL-CIO (AFGE National) at its national level as the exclusive representative of the employees in the unit certified by the Federal Labor Relations Authority (FLRA) in Cases No. BN-RP-13-0021, BN-RP-16-0024, and WA-RP-16-0020. As such, the Union is entitled to act for and negotiate collective bargaining agreements (CBA) covering all employees in the unit. 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.

- B. As addressed in Article 1, AFGE National has delegated authority in such a manner that AFGE Council 270 (the Council) has sole and exclusive authority to represent bargaining unit employee (BUEs) and to commit AFGE National to any and all agreements signed by the Council President or designee specifically authorized in writing to do so.

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 16, Official Time.

The Council 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.

When there is a change to a designated Union Representative, the local Union will provide an updated list to the Chief of Labor Employee Relations or designee and to the Superintendent of the location where the change occurred within two (2) business days. Such notice shall be provided before official time may be authorized.

Notwithstanding the above, the Council President, or their designee, will provide an updated list to the Chief of Labor Employee Relations or designee 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 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 16, Official Time.
- F. The Union representative will be given a reasonable amount of time to arrive at the examination. 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. Details and Reassignments of Union Representatives

- A. Employees designated as Union Representatives are subject to the provisions of Article 10, Details and Reassignments, as modified herein.
- B. Details of Union Representatives. If the detail of a Union Representative directly affects the employee's ability to carry out Union representation functions, the Union will be given reasonable advance notice before the Agency details that employee to another position or group of duties, unless that employee requested or applied for the detail, and subject to mission needs. Unless the employee/representative requested or applied for the detail, the Agency agrees to consider reasonable Union requests to minimize the duration of the detail:
 - 1. If the detailed employee cannot serve as a Union Representative by virtue of the duties assigned; and,
 - 2. If the employee's absence can be shown to have a specific adverse effect on Union

representation not subject to amelioration by Union actions to provide coverage while the employee is unable to perform Union representational functions.

C. Reassignment of Union Officials. If an employee designated as a Union representative is involuntarily reassigned and the Union wishes to continue to designate the employee as a Union Representative:

1. The employee may continue to carry out Union Representative functions providing doing so is not precluded by applicable laws, government-wide rules, regulations, or inconsistent with the terms of this Agreement.
2. The position to which the employee is reassigned is in the bargaining unit covered by this Agreement.

D. Since an involuntary reassignment involves a notice to the employee, the Agency agrees to copy the Union with the notice.

Article 5

Hours of Work, Flextime, and Alternative Work Schedules

Section 1. General Definitions

- A. Overtime. The work performed by an employee in excess of eight hours in a day or in excess of 40 hours in an administrative workweek and that is directed by the Agency. For employees on a compressed work schedule, overtime means work performed in excess of the scheduled work hours (8, 9 or 10 depending on the schedule). 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 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

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 30 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. An employee may be placed on another schedule as mission, coverage, or work requirements occur.

- C. A CWS and flexible schedules 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 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 10 hours a day, 40 hours a week and 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 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 between 30 minutes and 60 minutes and should be taken during 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 to meet mission, coverage or operational needs. An employee's regularly scheduled workday or workweek shall not be changed solely to avoid payment of overtime or earning of compensatory time.

Section 6. Shift Work

- A. The Agency shall determine whether more than one shift outside of the basic work week 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

When the Agency finds it necessary to adjust one or more employee's schedule for workload, coverage, or mission requirements, it will provide reasonable advance notice to the affected employees of the work unit, park or office, as appropriate, of its requirements including the schedules needed. Generally, reasonable advance notice is not less than seven (7) calendar days, unless the action/event which necessitates the change is unforeseen.

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.

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 bargaining unit employee (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. CWS 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. 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 6

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 made in writing on the SF-71 or the Agency's payroll/timekeeping system. At the supervisor's discretion, optional means to submit leave requests, however, the supervisor will advise employees of the method(s). Employees should submit all leave requests with reasonable advance notice for approval to permit orderly scheduling. 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.
- F. The Agency will provide employees with its reasons for denial of leave in writing, upon request by the employee.
- G. Leave cannot be denied as a disciplinary measure.
- H. 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.
- I. 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.
- J. Employees will not be denied leave usage solely because of their leave balances unless a reasonable belief exists that leave is being abused.

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 request 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 in accordance with Section 1.H. above, 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.
- C. By mutual agreement the Parties may allow bargaining on the scheduling process (subject to management's rights) for annual leave at identified locations.

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 of 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.
 - 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 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.
2. If an illness lasts longer than three (3) consecutive workdays, a supervisor may require the absence be supported by administratively acceptable evidence. The 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 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.
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.
5. 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 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 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 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 hours after the polls open, or leave work three hours before polls close, whichever requires the lesser amount of time off.

B. Delayed Openings (refer to weather/emergency).

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.
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 without charge to leave or loss of compensation. 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. Subject to law and applicable regulation:
 - a. The Agency may grant administrative leave as appropriate.
 - b. Whenever it becomes necessary to close a workplace because of inclement weather or any other emergency situation, employees may be granted administrative leave for the duration of the closure.
 - c. Determining whether to grant administrative leave and the duration of the leave, is the sole and exclusive authority of the Agency.
 - d. When an emergency condition forces the closure of a workplace and employees thereof are granted administrative leave as a result, an employee of that same facility:
 - i. Who is working at home on an approved telework program under Article 35, 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 administrative leave under this provision is responsible for providing appropriate documentation in support of that claim.
 - e. 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 administrative leave, based on the facts and circumstances of the personal emergency. An employee requesting administrative leave under this Section may be required to provide an explanation and/or documentation in support of the employee's claim.
 - f. 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.
 - g. 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. Leave may be granted 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 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. 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.

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 (or 30 days) 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 (30 days) 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 (or 13 days) 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.

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.

1. Liquidation of Advanced Annual Leave

- a) 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.

- b) 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.
- c) 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.
- d) 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, which accrues to an employee. Employees may request LWOP in the same manner as they request annual leave. Requests for LWOP will be given consideration.

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. Any fees payable for such service must be remitted to the Agency, with the exception of any reimbursement for expenses such as travel.
- C. 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. Leave for Maternity, Paternity, and Adoption Reasons

- A. Leave for maternity, paternity and adoption reasons shall be administered in accordance with applicable regulations.
- B. The Agency will generally be liberal when granting leave for maternity reasons and will apply its policies fairly. Such leave may include Paid Parental Leave (PPL), LWOP, sick leave (when appropriate) or annual leave.
- C. Employees are entitled to leave for PPL under the Federal Employee Paid Leave Act.
- D. 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.
- E. 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 maternity 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 maternity leave will be handled in accordance with applicable regulations and this Agreement.
- F. In considering requests for PPL, sick leave, annual leave, and/or LWOP for maternity 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.

- G. The employee should submit notice as soon as possible (normally at least 3 months in advance) of the prospective need for leave for maternity reasons. Leave approvals/denials will be generally provided within ten (10) working days after receipt of the request.
- H. 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.
- I. 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 12. 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 13. 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 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 7

Overtime

Section 1.

- A. Overtime is a work assignment and is never assigned as a reward or penalty. Failure to report for an overtime assignment may result in disciplinary or adverse action, as appropriate. Disciplinary or adverse action can only be taken for just and sufficient cause.
- B. Overtime will be scheduled and paid in increments of fifteen (15) minutes.
- C. 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.
- D. Eligible employees, assigned overtime work, may accrue and use compensatory time. When feasible, the Agency shall grant such an employee's request for compensatory time rather than payment for overtime.
- E. Employees who are directed to "stand by" for work outside their regular tour of duty will be appropriately compensated.
- F. Employees who are called back to work for a period of overtime outside of their regular tour are entitled to a minimum of two (2) hours overtime pay and may be required to work.
- G. When scheduled overtime is to be mandated, employees will be notified in advance, whenever possible. Advance notice, within reason, will be given for unscheduled overtime work, whenever possible.
- H. During overtime work assignments at the conclusion of an 8-hour work shift, an unpaid break of one-half hour will generally be allowed if (1) employee so requests, and (2) park operations permit. An employee shall be authorized a fifteen (15) minute break for each four (4) hour segment of overtime, unless waived by the employee.
- I. The Agency will determine the skill level required to perform the overtime assignment.
- J. Overtime will be assigned fairly and on a rotating basis among all qualified employees. The Agency may disallow an overtime assignment if it is determined to be unsafe to the employee relative to hours previously worked or scheduled to work.

Section 2. Overtime Scheduling/Procedures

- A. The Parties recognize that park needs may involve the use of overtime work. Overtime work can be accomplished on a voluntary basis and on an involuntary basis. The Agency may require employees to work overtime. The Agency will determine the number, qualifications and specialized skills and abilities necessary to perform overtime work. The Agency maintains the right to offer overtime work first to the employees who customarily perform the duties. The following procedures for assigning overtime may not result in equal number of hours of overtime for each employee. Overtime opportunities will be determined in accordance with the following procedures.
- B. Within the employees' respective division, the Agency will maintain a roster of employees by Service Computation Date (SCD) with the most senior employee to the least senior for voluntary overtime. New employees, including temporary employees, will be added to the roster according to their SCD. Employees wishing to be considered for call-in overtime must provide the appropriate contact information, limited to a phone number or email address.

Section 3. Voluntary Overtime

- A. When an overtime opportunity becomes available, the Agency will use a sign-up sheet and the roster to select the next available employee(s) for the overtime.
- B. Employees who work the overtime opportunity will be moved to the bottom of the roster. Employees who sign-up for overtime and decline an overtime opportunity will be moved to the bottom of the roster. Employees who sign-up for overtime and the Agency is unable to contact them will maintain their position on the roster.
- C. Supervisors may skip over an employee on the roster when it is determined that the employee does not possess all the qualifications to perform the overtime assignment. In such cases, the employee retains the employee's position on the roster for the next assignment.
- D. Overtime sign-up sheets will be retained by the Agency for no less than 180 days. Overtime rosters will be maintained accordingly, for 180 days.

Section 4. Involuntary Overtime

- A. If an overtime opportunity need cannot be met on a voluntary basis, the Agency can meet the need by assigning involuntary overtime, using the involuntary overtime roster. The roster will list the least senior employee to the most senior for involuntary overtime. The Agency will maintain a record of the overtime rosters and selection of employees for involuntary overtime for 180 days. The roster will be reset on October 1st and April 1st.
- B. Each involuntary overtime need will be assigned to qualified employees on the roster on a rotational basis.

- C. The Agency may skip over an employee on the roster when it is determined that the employee does not possess the proper or desired qualifications/expertise or knowledge to perform the overtime assignment. In such cases, the employee who was skipped retains the employee's position on the roster for the next assignment.
- D. Employees on approved leave during the period of an unscheduled overtime assignment will generally not be required to work involuntary overtime unless mission or coverage requirements necessitate such assignment(s).

Article 8

Temporary, Probationary, and Seasonal Employees

Section 1. Temporary Employees

Temporary employees serve on a temporary limited appointment pursuant to 5 CFR 316.401.

A. Time Limits – General.

1. The Agency may make a temporary appointment for a specified period not to exceed one (1) year. The appointment may be extended up to a maximum of one (1) additional year (24 months of total service). Appointment to a successor position (i.e., to a position that replaces and absorbs the position to which an individual was originally appointed) is considered to be an extension of the original appointment. Appointment to a position involving the same basic duties and in the same major subdivision of the Agency and same local commuting area as the original appointment is also considered to be an extension of the original appointment.
2. The Agency may not fill a position by temporary appointment if that position has previously been filled by temporary appointment(s) for an aggregate of two (2) years, or 24 months, within the preceding 3-year period.

B. Exceptions to General Time Limits. The Agency may make and extend temporary appointments to positions involving intermittent or seasonal work without regard to the requirements in Section 1.A. of this Article, provided that:

1. Appointments and extensions are made in increments of one (1) year or less.
2. Employment in the same or a successor position under this and any other appointing authority totals less than six (6) months (1,040 hours), excluding overtime, in a service year. The service year is the calendar year that begins on the date of the employee's initial appointment in the Agency. Should employment in a position filled under this exception total six (6) months or more in any service year, the provisions in Section 1.A. of this Article will apply to subsequent extension or reappointment unless OPM approves continued exception under this section. An individual may be employed for training for up to 120 days following initial appointment and up to two (2) weeks a year thereafter without regard to the service year limitation.

C. 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 the negotiated grievance procedure in this Agreement.

Section 2. Probationary Employees

- A. The Agency agrees to provide probationary employees with the opportunity to develop and to demonstrate proficiency.

- B. The Parties agree that early communication and early feedback (positive and corrective) during a probationary or trial period are all good ways to prevent future performance problems.
- C. 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.

Section 3. Part-Time Employees

- A. If a full-time employee wishes to convert to part-time, the employee shall make a request to the employee's supervisor. The Agency will give good faith consideration to the employee's request based on the employee's circumstances and the needs of the organization.
- B. Employees who accept or convert to part-time positions have no guarantee that they will subsequently be converted to full time employment, but the Agency agrees to consider the employee's request based the needs of the organization.
- C. The Agency will advise the employee of the effects of change to part-time employment and, in case of a change in grade, the salary and other benefits of the part-time appointment.
- D. Requests for changes to part-time and full-time employment will be made in writing.
- E. An employee who is denied a conversion from full-time to part-time or vice versa shall be notified of the reasons in writing, if the employee requests it in writing.
- F. The Agency agrees to establish regular tours of duty for part-time permanent appointees which are consistent with appropriate law, rules and regulations.

Section 4. Seasonal Career/Career Conditional Employees

Seasonal employment is subject to 5 CFR 340.402 and applicable policies and regulations.

- A. Appropriate Use. Seasonal employment allows an agency to develop an experienced cadre of employees under career appointment to perform work which recurs predictably year-to- year. As a result, seasonal employment is appropriate when the work is expected to last at least six (6) months during a calendar year.
- B. Length of the Season. The Agency will determine the length of the season, subject to the condition that it be clearly tied to nature of the work. To minimize the adverse impact of seasonal layoffs, the Agency may assign seasonal employees to other work during the projected layoff period. While in non-pay status, a seasonal employee may accept other employment.
- C. Employment Agreement. An employment agreement must be executed between the Agency and the seasonal employee prior to the employee's entering on duty. At a

minimum, the agreement must inform the employee:

1. That the employee is subject to periodic release and recall as a condition of employment,
 2. The minimum and maximum period the employee can expect to work,
 3. The basis on which release and recall procedures will be effected, and
 4. The benefits to which the employee will be entitled while in a non-pay status.
- D. Changes to Employee's Seasonal Agreement. The Agency will provide reasonable advance notice to an employee when the Agency determines to make a change to the seasonal agreement.
- E. Release and Recall Procedures. A seasonal employee is released to non-pay status at the end of a season and recalled to duty the next season. Release and recall procedures must be established in advance and uniformly applied. A seasonal layoff is not subject to the procedures for furlough prescribed in Parts 351 and 752 of Title 5.

Section 5. Job Sharing/Splitting

- A. Purpose. Job sharing/job splitting provides employees with considerable work scheduling flexibility beyond normal part-time work. It is expected to open opportunities for increased part-time work and provide humanitarian assistance to employees with special spousal care, childcare, elder care, or other special needs.
1. Job sharing/job splitting is limited to two (2) employees in a team. The job sharers are expected to seek management assistance and approval in drawing up the job share plan so that the work will be properly divided.
 2. In the administration and application of this Article, all part-time employees shall be treated fairly and equitably in all aspects of personnel management consistent with law, government-wide rule or regulation and this Agreement. For more detailed information on job sharing/job splitting visit the OPM website below:
<https://www.opm.gov/policy-data-oversight/hiring-information/part-time-and-job-sharing/#url=Part-Time-Employment>
- B. Definitions.
1. Job sharing is a form of part-time employment in which the tours of duty of two (2) employees are arranged in such a way as to cover a single full-time position.
 2. Job splitting is a form of job sharing where the duties and functions of one (1) full-time position are split to create two (2) new positions, each staffed by a part-time employee.

- C. Status. Although they share the duties of a full-time position, job sharers are considered to be individual part-time employees for purposes of appointment, tour of duty, pay, classification, leave, holidays, benefits, position change, service credit, record keeping, reduction in force, adverse actions, grievances and personnel ceiling. Should a scheduling problem arise, the parties will meet in an attempt to resolve the issues before taking further action.

Article 9

New Employee Orientation

When the Agency conducts a formal new employee orientation the park will include a briefing (no more than 30-minutes) by the Union representative, which is done in accordance with provisions of 5 U.S.C. 7131. The Agency will excuse non-bargaining unit employees during the Union representative's presentation. With prior approval, the Union Representative may elect to conduct the presentation during their lunch period.

New employees will be provided a hard copy of this Agreement.

Article 10

Details and Reassignments

Section 1. Details

- A. In accordance with 5 U.S.C. Chapter 33, Subchapter III, a detail is a temporary assignment of an employee to a different position for a specified period, with the employee returning to their regular duties at the end of the detail.
- B. Details in excess of thirty (30) days will be documented and maintained as a permanent record in the employee's electronic Official Personnel Folder (eOPF).
- C. The Agency is responsible for maintaining details within practicable and necessary time limits and assuring details do not compromise the open competitive principles of the merit system.
- D. Except due to Agency exigency (e.g., investigation, medical, employee hardship, notice period, etc.), the following will apply when filling non-competitive details in excess of 60 calendar days:
 - 1. The Agency will determine the qualifications of the position of detail, as well as any task-related qualifications of the work to be performed. Only objective and job-related qualifications will be applied under these procedures.
 - 2. Postings will be done electronically or by bulletin board posting, whichever is available to employees in the area of solicitation, as determined by the Agency.

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 (e.g., 5 C.F.R. 335, 302).
- 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 11

Performance Standards and Evaluation

Section 1. 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 2. 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 3. 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.
- 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.
- D. During the rating period, the supervisor will discuss with and notify the employee 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.
- E. Performance reviews/discussions:
 - 1. 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 Employee Performance Appraisal Plan (EPAP) form. 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. 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.
3. Performance discussions between the supervisor and the employee will be aimed at improving the work process or product and developing the employee. As appropriate, the discussion will provide the opportunity to assess accomplishments and progress and identify and resolve problems.

Section 4. Procedures

- A. Normally within forty-five (45) days of appointment, reassignment, detail, or temporary promotion scheduled to exceed one hundred twenty (120) days, or change in supervision, the employee will be issued a new performance plan.
- B. Employees will receive an annual performance rating for the performance appraisal period. Performance ratings are issued in writing to the employees as soon as practicable after the end of the rating period.
- C. Employees must be working under a performance plan for a minimum of ninety (90) days before a rating can be given.

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 that will be provided to the employee to improve the unacceptable 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 12

Awards

Section 1. General

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.
3. On-the-Spot Awards. They are used to give immediate recognition for employee achievements.

- 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.
2. 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.

Section 4. Awards Information

At the end of the calendar year, upon request, the Agency will provide the Union a summary of the awards approved for Council 270 bargaining unit employees. The summary will show awards by type, park/location, and division.

Article 13

Dues Withholding Under 5 U.S.C. § 7115

Section 1. General

- A. A BUE who occupy positions represented by the Union may have their dues withheld through payroll deduction. 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, the Labor and Employee Relations Office, and online for employees who wish to revoke the allotment as described in Section 10.

Section 3. Requesting Dues Withholding

In order to initiate dues withholding, a BUE must complete and sign an SF-1187.

- A. 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.

- B. The Union agrees to promptly forward completed and certified form(s) to the appropriate Servicing Human Resources Office SHRO. Dues will be withheld beginning no later than two (2) pay periods following Payroll's receipt of SF-1187.

Section 4. Dues Schedule

The Union will provide dues schedule to its members prior to membership enrollment. Dues schedules may be changed pursuant to Section 7 of this Article. The Agency will apply the appropriate dues schedule to Union members who authorize deduction of dues.

Section 5. Union Members Not In Good Standing

If the Union suspends or expels a Union member, or if a BUE otherwise ceases to be a member

in good standing, it will notify the SHRO by email of that determination within five (5) business days. The SHRO will subsequently notify Payroll to cease dues deduction effective the next pay period for that employee and copy the Union.

Section 6. 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 7. 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 SHRO of that change in writing. The SHRO will acknowledge and forward by email to Payroll for inclusion in future allotments and the Union will be copied. This should take effect within two (2) pay periods of notification to Payroll.

Section 8. Automatic Termination of Dues Withholding

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

1. 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.
2. 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.
3. Change in Membership Status. The Union will certify to management any member who ceases to be a member in good standing. Refer to Section 5.

Section 9. 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 10. 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 Agency's Servicing Chief of Labor and Employee Relations. Bargaining unit employees may contact the Union or the Agency's Servicing Labor and Employee Relations Office 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)).

1. Dues withholdings that were authorized prior to August 10, 2020, may be revoke between July 1st and July 31st.
2. Dues withholdings that were authorized on or after August 10, 2020, may be revoked at any time that the employee chooses after the expiration of the one-year irrevocability period.
3. Upon receiving an employee's request to revoke a previously authorized dues assignment, the Agency must process the revocation request as soon as administratively feasible and become effective not less than two full pay periods after receipt of the SF-1188.

Article 14

Labor-Management Committee Meetings and Other Committees

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.

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 (i.e., in accordance with Section 2.D. of this article) outside the Philadelphia Metropolitan will participate in 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 four (4) 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 Council 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.
- G. Labor-Management Relations Committees at the Local Level. The Parties agree that Labor-Management Committees at the local level may continue with mutual consent of the local parties.

Section 4. 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 15

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 does recognize 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 Council 270 has been delegated authority to represent BUEs, subject to this Agreement, by the National Office and as such, Council 270 is the exclusive representative. The authority to negotiate matters pursuant to this Article rests solely at the exclusive level of recognition. Notwithstanding, the Parties may designate representatives to bargain on its 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 Council President with written notice of the proposed change(s). Such notice may be provided to the Union by mail, hand delivery, e-mail or facsimile (fax) 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 briefing on the proposed changes within five (5) business days.
 2. The Union will have ten (10) business days from 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.
- 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 Agency will determine the location to conduct the negotiations and may choose that the Parties 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. When negotiations are not conducted via video conferencing (e.g., Teams) and travel is required, the Agency will authorize travel reimbursement not to exceed two (2) Union representatives, and in accordance with the Federal Travel Regulations.
 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. The Union's SME will not be granted official time. The Agency will not reimburse or pay for travel expenses for the Union's SME.
 4. Negotiations shall take place as soon as practicable, but no more than ten (10) business days after the Union has provided 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 following the implementation date by the Agency and afforded the opportunity to bargain. The Union will have ten (10) business days to submit their request to bargain accompanied by their bargaining proposals related to the implemented change. The Union will be afforded the opportunity to submit bargaining proposals concerning the change for up to twenty (20) business days following the date that implementation by the Agency has occurred. The Union shall not file unfair labor practice charges solely over the Agency implemented change. However, the Union reserves all other 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 his/her designee) pursuant to 5 U.S.C. § 7114(c).

Article 16
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 bargaining unit employees (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 The Council 270, as outlined in the Preamble, as eligible to use official time subject to this Article.
- B. The Council President or their designee will provide the Chief of Labor Employee Relations or designee with electronic list(s) of all designated Union Representatives within 30 days of the effective date of this Agreement. Each list will include the name, Agency position title, Union title, duty location, email, and telephone number of each designated Union Representative. The Council President or their designee will provide an updated list to the Chief of Labor Employee Relations or designee 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 by the Union will be authorized to use official time. Stewards shall be designated based on a bargaining unit sized of 1800 employees, with the ratio of one (1) appointed steward for every fifty (50) bargaining unit employees.
- C. 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. General Labor-Management Relations. To perform miscellaneous representational activities authorized under 5 U.S.C. § 7131(d).
- B. The AFGE Council 270 Union President may use 25% of the Council President's total available duty time for official time purposes per fiscal year, normally to be used in weekly increments of up to 10 hours. Notwithstanding, additional official time may be authorized when deemed reasonable and necessary and in the public interest.
- C. Union Representatives may use a reasonable amount of official time, with advance supervisory approval.
- D. 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 using the form located at the end of this Article, providing enough advance notice in order to allow the Agency to be able 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. 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.
- C. If management is unable to approve a request for official time, the reason for denial will be provided. 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 employer.
- D. 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. The Agency may limit the employees who may be excused for training with justifiable reasons (e.g., relating to the mission of the Agency).
- D. When a new representative is designated under Section 6.A above, the Agency will allow the new representative up to four (4) hours of official time to receive Union Representative training on the administration of this Agreement, no later than one (1) month from date of designation.

Section 7. Leave Without Pay

A Union Representative may request leave without pay to engage in Union activities (LWOPUA) that would be permitted under 5 U.S.C. § 7131(d).

Section 8. Travel to Other Locations

- A. 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. Cost of travel will be covered by the Agency in accordance with Federal Travel Regulations.

- B. Union Representatives are prohibited from using a government vehicle for any Union related travel.

REQUEST FOR USAGE OF OFFICIAL TIME

For use of this form, see Collective Bargaining Agreement, IR1 and AFGE Council 270

SECTION I. REQUEST FOR OFFICIAL TIME FOR REPRESENTATIONAL ACTIVITIES

REPRESENTATIVE'S NAME:		REPRESENTATIVE TELEPHONE NUMBER:	
REPRESENTED EMPLOYEE NAME:		REPRESENTED EMPLOYEE'S SUPERVISOR'S NAME:	
DATE OF OFFICIAL TIME REQUESTED:	LOCATION OF OFFICIAL TIME USED:	ESTIMATED TIME PROJECTED: _____._____. Hour(s).Minute(s)	
START TIME: _____._____. AM/PM	END TIME: _____._____. AM/PM	TOTAL OFFICIAL TIME USED: _____._____. Hour(s).Minute(s)	

SECTION II. PURPOSE FOR OFFICIAL TIME
(Provide specificity for applicable category with requested time)

Hour(s).Minute(s)

____.____. A. GRIEVANCES: _____

____.____. B. FORMAL DISCUSSIONS/INVESTIGATIVE MEETINGS: _____

____.____. C. NEGOTIATIONS: _____

____.____. D. NEGOTIATIONS PREPARATION: _____

____.____. E. ULP PROCEEDINGS: _____

____.____. F. OTHER (SPECIFY): _____

APPROVED

DISAPPROVED

JUSTIFICATION FOR DENIAL:

REPRESENTATIVE'S SIGNATURE:	DATE:	SUPERVISOR'S SIGNATURE:	DATE:
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SUPERVISOR TO RETAIN A COPY

OFFICIAL TIME USAGE DEFINITNONS

A. GRIEVANCES: Include time investigating and processing grievances under the CBA to include arbitration when applicable.

B. FORMAL DISCUSSIONS/ WEINGARTEN: Time involved in attending formal discussions and investigative examinations with employees.

C. NEGOTIATIONS: Actual time spent at the bargaining table for mid-term negotiations. Include formal negotiations over a proposed change in activity policy, informal negotiations, and impact and implementation bargaining.

D. NEGOTIATIONS PREPARATION: Time spent in preparing and developing proposals for above mid-term bargaining subjects.

E. ULP PROCEEDINGS

F. OTHER (SPECIFY): All other official representation functions to include, but not limited to, Union-Management briefings, Safety meetings or Labor-Management committee meetings.

Article 17

Use of Official Facilities and Communications

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

Where available, the Agency will provide reasonable bulletin board space in park buildings where employees normally assemble for duty to begin their workdays.

Section 3. 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.

Section 4. Access to Bargaining Unit

While performing representational duties, Union Representatives who are BUEs will be granted entrance fee waivers at National Parks within the Interior Region 1, North Atlantic-Appalachian. Non-employee Union Representatives will be granted access and entrance fee waivers upon advance, specific, and written approval when conducting representational duties.

Article 18

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. 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 actions is warranted, such action will be initiated in a timely manner after any requisite agency investigation.

Section 2. 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 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 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 3. Disciplinary Actions

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

- A. Reprimands. A reprimand is a written letter to an employee based on unacceptable conduct or performance. 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 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 14 calendar days or less. An employee against whom a suspension of 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. The decision may be grieved, beginning with Step Three of the grievance procedure within five (5) calendar days.

Section 4. Adverse Actions

- A. For the purpose of this Agreement, adverse actions are defined as suspensions of more than 14 days, reductions-in-grade or pay, removals, or furloughs and will be governed by applicable laws, government-wide rules, and regulations.
- B. An Employee against whom an adverse action is proposed is entitled to:
 1. 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.
 - a) 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 30 calendar days from the receipt of the advance written notice (5 U.S.C. 7513(b)(1));
 2. 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.

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 Three of the grievance procedure within five (5) 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 5. 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 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 6. Last Chance Agreements

A Last Chance Agreement (LCA) is a voluntary formal agreement in which the Agency agrees to hold an adverse action decision in abeyance in exchange for an employee's:

1. Commitment to abide by a certain set of behaviors and/or conditions for a set period of time as determined by the Agency;
2. Waiver of their rights to challenge the decision; and
3. Agreement that if the Employee fails to fulfill the terms of the Agreement, the decision

will be implemented.

Section 7. Notice to Union

The Agency will provide two (2) copies of proposed disciplinary or adverse action and any decision to the employee. One (1) copy will clearly be marked "Representative Copy."

Article 19

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 bargaining unit employee(s) (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, government-wide 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 calendar days unless otherwise specified.
- D. Any reference to specifically titled individuals shall also include their designee.

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. 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, meetings and communications with regard to the grievance 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 shall 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. May not conflict with the terms and conditions set forth in this Agreement without the express written consent of the Union and the Agency's Regional Director or designee.
- 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's Regional Director or designee.

Section 7. Requirements for Grievances

- A. Individual and group grievances shall use the Grievance Form (included within this Article) and provide all the information requested on that form.
- 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.
 - 3. Contract article and section, laws, regulations, or policies alleged to have been violated.
 - 4. And requested remedy.

- C. The grievance form shall be used throughout the process if the matter proceeds through the steps described below.
- D. Institutional (Party) grievances shall be filed in accordance with Section 9 of this Article.
- E. 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.
- F. All written grievances and related documentation will be concurrently provided to the Chief, Labor and Employee Relations, Interior Region 1, North Atlantic-Appalachian.
- G. 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 written grievance utilizing the individual employee grievance form must be presented to the immediate supervisor within thirty (30) days of the incident giving rise to the grievance or 30 days from the date the grievant became aware, or should have been aware, of the incident giving rise to the grievance.
2. If a meeting is requested, it will be held within seven (7) days of the immediate supervisor's receipt of the written grievance, unless mutually agreed otherwise. The immediate supervisor may refer the grievance to an Agency official with authority to resolve the matter if other than their self and that individual shall become the Step One official. The Step One official will respond in writing with a decision within twenty (20) days of receipt of the written grievance or within ten (10) days of the date of the meeting, whichever comes later. The decision will include the name and contact information for the Step Two official if the matter is unresolved at Step One.

B. Step Two

1. Advancement of a grievance concerning a Step One decision must be submitted to the Step Two official within ten (10) days of receipt of a Step One decision or within seven (7) days of the end of the Step One official's response period, whichever is later. The grievance form shall be used for this purpose.
2. If a meeting is requested, it must be held within seven (7) days after receipt of the appeal at Step Two, unless mutually agreed otherwise. The Step Two official will respond with a decision in writing within thirty (30) days of receipt of the Step Two form or within twenty-one (21) days of the date of the meeting, whichever comes later.

The decision will include the name and contact information for the Step Three official if the matter is unresolved at Step Two.

C. Step Three

1. Advancement of a grievance concerning a Step Two decision, or a decision to a short-term suspension or adverse action, must be submitted in writing to the Regional Director or designee within five (5) days of receipt of such decision. The grievance form shall be used for this purpose. The grievant may request a meeting with the Regional Director by using the grievance form.
2. The Regional Director will respond with a decision in writing within 30 days of receipt of the grievance form.

D. 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 above.
2. Group grievances on behalf of two or more BUEs shall be filed utilizing the grievance form and shall specify the employees on whose behalf the grievance is filed.
3. Group grievances will follow the steps described above, in Section 8.A. through Section 8.C.

- E. Invoking Arbitration. By law, only the Union or the Agency may invoke arbitration in accordance with Article 20 of this Agreement. Arbitration must be invoked within twenty (20) days after the date of the decision at Step Three.

Section 9. Institutional (Party) Grievances

- A. An institutional 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, using the grievance form, within thirty (30) days of the incident giving rise to the grievance or thirty (30) days from the date the Party became aware or should have been aware, of the incident giving rise to the grievance.
- C. The grievance shall be filed with the Regional Director or designee (if initiated by the Union) or the Council President or designee (if initiated by the Agency).
- D. At the request of either Party, the grievance may be discussed informally by the Council President and Regional Director or designee.

- E. A decision will be issued within thirty (30) days of receipt of the grievance or twenty-one (21) 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 days of the date of the decision.

Section 10. Rejection of Grievances

- A. A grievance may be rejected if:
 - 1. It was not filed using the agreed upon form;
 - 2. It was not filed within the specified time limits;
 - 3. It consists of a matter or matters excluded from the coverage of the grievance procedures;
 - 4. It contains no specific request for relief;
 - 5. The remedy requested by the grievant would not directly affect that individual's employment conditions;
 - 6. In the case of a group grievance, there is no commonality of interest between or among members of a group of BUEs;
 - 7. It is inconsistent with Section 9 of this Article; or
 - 8. It was not pursued timely by the aggrieved party.
- B. A rejection of a grievance under this Section on grounds that the matter is not grievable under this Agreement shall constitute a statement by the rejecting party 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 20, Arbitration, shall apply.

Article 20

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 19 of this Agreement. A referral to arbitration can be made only by the Union or the Agency.

Section 2. Procedures

- A. The Union or the Agency may invoke arbitration by serving written notice on the other party within 20 calendar days following receipt of a final decision under the Negotiated Grievance Procedure found in Article 19. 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. The Union Representative invoking arbitration must either be its Council President or an official specifically designated by its Council President to make such an invocation. If the Agency requests such a designation, it shall be provided prior to the Agency's acceptance of the invocation.

Arbitration may be invoked by electronic email (return receipt), U.S. mail (return receipt executed by the person if served by US mail); or by hand delivery (a written acknowledgement from the person served when hand delivered).

- B. Within ten (10) 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 10 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.

- D. When a grievance concerns a complaint of sexual harassment, as defined in Article 36, Equal Employment Opportunity, the hearing shall be limited only to those persons who are essential participants to the hearing.

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 16, 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 30 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 30 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 21

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. 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 22

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.
 - a) 5 CFR 335.103(c)(2).

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.

b) 5 CFR 335.103(c)(3).

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.

- 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. Promotional test to be used, if applicable;
 - 6. Knowledge, skills and abilities required;
 - 7. Geographic and organizational location and tour of duty hours;
 - 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 5. Knowledge, Skills and Abilities (KSA's)

KSA's used by the Agency to rank candidates must be fair, job related, and applied equitably.

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 written 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 23

Reduction-in-Force and Transfer of Function

Section 1.

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. RIF will be accomplished in accordance with statutory requirements, OPM rules and regulations, Department of Interior and NPS regulations, and this Agreement.

Section 2.

- A. A RIF occurs when the Agency releases a competing employee from their competitive level by furlough for more than 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 3.

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 4.

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.

Section 5.

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.

Section 6.

- A. The Agency shall provide a specific written notice to each employee affected by the RIF or transfer of function 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.
- B. 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 7.

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 8.

Affected employees shall have a minimum of ten (10) working days to accept or reject an offer of another position.

Section 9.

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.

Section 10.

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.

Section 11.

The Agency and the Union recognize that unit employees may be seriously and adversely affected by a RIF and/or transfer of function action.

In the event of a reduction-in-force and/or transfer of function, the Agency will notify the Council President to fulfill any obligation to bargain consistent with 5 U.S.C. 71.

Article 24

Mandatory Furloughs Due to a Lack of Appropriations (Government-Wide or Agency Shutdowns)

Section 1.

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

Section 2.

- 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.

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 25

Hardship Transfer Program

Section 1.

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. 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 the employee meets the position and skill requirements.

Section 2.

All hardship assignments will be subject to the Standard Operating Procedures (SOP) of NER SOP 15-15001, Hardship Consideration/Special Placement Guidelines. Employees requesting a hardship transfer must follow the Agency's "Guidance on Preparation for Submission to Human Resources for Hardship Transfer Request." This document is available on the Interior Region 1, North Atlantic-Appalachian, intranet.

Article 26

Official Travel

Section 1. 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 2. 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 3. 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 4. Advancement of Expenses

- A. Employees required to travel shall have the option of requesting a travel advance, unless provided an Agency credit card or those who have been offered and declined a government issued travel charge card. Such requests shall be filed by the employee as soon as possible and processed by the Agency as expeditiously as possible.
- B. Unless required by the purpose of the travel requirement and as determined by the Agency, the Agency will not normally require an employee to travel overnight prior to receiving a travel advance.

- C. The Agency shall process all claims for travel expenses as expeditiously as possible. If an employee should not have adequate funds, the Agency will make every effort to make alternative arrangements, consistent with applicable Agency policies and regulations.

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

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

- 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-furnished vehicle (GFV), 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 GFV 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 27

Parking and Transportation

Section 1. Transit and Other subsidies

- A. Transit subsidies are designed to encourage employees to use mass transportation in commuting to reduce air pollution, noise, and traffic congestion.
- B. Subject to the availability of funds, the Agency will provide a public transit subsidy program for bargaining unit employees. Employees are eligible to participate in the Agency program in accordance with applicable laws, government-wide rules, regulations, and Agency policies.
- C. The Agency will promote the Bicycle Subsidy Benefit Program as authorized by applicable laws, government-wide rules, regulations, and Agency policies.

Section 2. Other Transportation Options/Issues

- A. The Parties agree to promote carpooling.
- B. When, during an employee's normal tour of duty, an employee is directed to report to an assignment outside of their normal duty travel, the Agency will provide either means of transportation or expense for the travel. The means and estimated expense of transportation must be approved in advance by the Agency.
- C. If the Agency changes current parking and/or transportation arrangements and the change is more than *de minimis* to conditions of employment, the Agency will provide the Union with notice of the changes which may be subject to bargaining requirements pursuant to chapter 5 U.S.C. 7106(b)(2) and/or (b)(3).

Article 28

Training and Career Development

Section 1. Statement of Policy

The Parties agree that the primary function of training is to ensure the Agency can meet operational needs. 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

- A. Career development for individual employees may be encouraged through establishment of an IDP.
- B. Employees may initiate IDP's through their supervisors. The employee may request assistance in the preparation of the IDP to assure conformance with organizational needs and individual career needs. The plan will be referred to the designated approving official and the employee will be notified of approval/disapproval or the need for modification.

Section 4. Training Expenses

- A. When developmental training is approved, the Agency may pay costs of tuition and required textbooks, travel costs, and other expenses as appropriate, subject to government-wide regulations and fiscal considerations. If travel funds are not authorized and the training would otherwise be approved, the employee will be notified and given the option of attending the training without travel reimbursement. Paid time not chargeable to leave may 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 5, Hours of Work, Flextime, and Alternative Work Schedules. Such required training will be at the expense of the Agency.

Article 29

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.

Section 4. Educational Programs

The Agency will consider creation of upward mobility opportunities for interested employees to increase their job skills in order to advance their careers. The Agency will ask for the Union's input in the creation of these opportunities that occur with the Interior Region 1.

Article 30

Uniforms

Section 1.

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.

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 supervisory 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.

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

Article 31

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.

Section 3.

- A. Employees and/or their designated representatives will, upon request, have access to records or information pertaining to them with the exception of records restricted by law or Government wide rule or regulation. Examination of actual physical records (as opposed to receipt of copies) will take place in the general presence of those having custody of the records. Before disclosure of a record is made to employees or their designated representatives, the identities of both must be verified. Employees must provide their prior written consent to the Agency before disclosure of their written record will be made to a designated representative or in the presence of a designated representative.
- B. Employees and/or their designated representatives may obtain a photocopy of documents pertaining to the employees, with the exception of records restricted by law or Government-wide rule or regulation.
- C. Employees may be provided with a copy of any visitor comment forms and/or correspondence relating directly to them. Understanding privacy information may be redacted according to law, rule and regulation.

Article 32

Office Space

Section 1.

This Article applies to moving an employee's regularly assigned office space from one location to another within a park, which includes the Regional Office.

Section 2.

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 3. 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 within a work unit may select, within the allotted space, a workstation by longest service as determined by their SCD.

Section 4. 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 5. Placement of Employees within a Work Unit

- A. When BUE leaves a work unit permanently, other employees may request to move to the vacant workspace. If more than one employee requests the space, it shall be assigned by the longest service as determined by their SCD.
- B. If an employee in the work unit requests and is assigned the vacant space, the space vacated by that employee will become the workstation of an incoming employee, if applicable.

- C. If none of the work unit employees request the original vacant space or the space vacated by the application of Section 3.A. of this Article, it will be held for an incoming employee to the work unit or used otherwise as determined by the Agency.
- D. An employee who requests and is approved to move to a vacant space pursuant to Section 5.B of this Article, that employee may not move to another vacated space sooner than twelve (12) months, unless otherwise approved by management.

Article 33

Safety and Health

Section 1. Agency Obligations

The Agency agrees to provide a safe and healthful 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.

It shall be the responsibility of the Agency to establish and maintain an effective and comprehensive Occupational Safety and Health Program (Program) in accordance with Public Law 91-596, the Occupational Safety and Health Act of 1970 (referred to as the Act), Executive Order 12196, 29 CFR Part 1960 (and all its sub parts along with Directives and Directors Orders, RM-50B & DO-50B) and, 29 CFR 1904 (Occupational Safety and Health Administration (OSHA) Recordkeeping Provision for Federal Employees).

Section 2. Employee Rights

The Agency recognizes the rights of employees under 29 C.F.R. Part 1960.

Section 3. Regional Safety and Health Committee

The Parties agree that a Regional Safety and Health Committee will be established in accordance with Article 14.2, Labor-Management Relations Committee. The Regional Safety and Health Committee may establish local safety and health committees. The Parties agree that current or preexisting local safety and health committees will continue.

Section 4. Smoke-Free Environment

There is a no smoking policy in all Parks or Region Indoor facilities and within twenty-five (25) feet of an entrance thereto.

Article 34

Incident-Emergency Call-Outs and Wildland Fire Response

Section 1.

The Agency will administer Incident-Emergency Call-Outs 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 reasoning 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 2 above in this Article.

Section 4. Rest and Recuperation Days

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

Article 35

Telework

Section 1. General

Telework is an effective strategy for mission accomplishment, ensuring Continuity of Operations Plan (COOP) 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 (BUE) 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 Appendix A of this Agreement or be accessed at <https://www.doi.gov/telework>.

Article 36

Equal Employment Opportunity

Section 1. Policy

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 principle 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 equal employment opportunity 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. Counselors

The Union may submit nominees for EEO counselor positions being filled on a collateral duty basis and the Agency will give consideration to the Union nominees. However, the Agency will have full authority and will make the final decision when appointing EEO counselor positions.

Section 3. Complaints

An employee has the option of filing a complaint under the negotiated grievance procedure or under the EEO complaint procedure, but not both. The final counseling report will be given to the employee. The decision to file under the statutory EEO procedure or under the negotiated grievance procedure will be deemed to have been made when either a written grievance or discrimination complaint is filed. The choice is irrevocable.

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. Resources

Director's Orders:

- A. #16A: Reasonable Accommodations for Applicants and Employees with Disabilities, <https://www.nps.gov/policy/DOrders/DOrder16a.html>
- B. #16B: Diversity in the National Park Service, https://www.nps.gov/policy/DOrders/DO_16B.pdf
- C. #16C: National Park Service Discrimination Complaints Process
- D. #16D: Equal Opportunity and Zero Tolerance of Discrimination, https://www.nps.gov/policy/DOrders/DO_16D.pdf
- E. #16E: National Park Service Anti-Harassment Policy, https://www.nps.gov/policy/DOrders/DO_16E_2017rev.htm

Other Departmental Policies may be found at <https://www.doi.gov/policy>.

For further information employees may contact the Regional Equal Opportunity Manager: <https://www.doi.gov/pmb/eo/national-park-service-eo-counselors>.

Article 37

Child and Elder Care

Section 1. Policy and Purpose

This Article addresses the child/elder care needs of BUEs. The Parties recognize that employees may have special child/elder 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 6, 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 child or elder care situation be the result of an illness or medical condition, an eligible employee may invoke their rights under the Family Medical Leave Act (FMLA).

Section 3. Childcare Resources

To assist employees with child/elder care issues, employees may request assistance under the Employee Assistance Program (EAP) concerning current listings of the qualified, licensed childcare and elder care centers in the immediate area. Because of the broad range of childcare and elder care needs, the EAP may provide specific information as available.

Employees may be eligible for childcare subsidy. For additional information, visit: <https://cjinconsultants.com/child-care/>.

In the event there is a change in the childcare subsidy, the Agency agrees to notify employees.

Article 38

Contracting Out Bargaining Unit Work

Section 1. Prior Notification to Union

- A. When the Agency anticipates contracting out of work presently being performed by bargaining unit employees, 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' regularly and customarily has been performed (but does not include isolated task) by them.

Section 2. Union Requested Discussions

Following such notice, 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 39

Surveillance, Security Cameras and Recordings

Section 1. Surveillance

- A. The Parties recognize that surveillance is conducted for safety and internal security reasons.
- B. If the Agency uses “covert” or “hidden” electronic camera surveillances during an investigation, the materials relied upon will be provided to the employee consistent with Article 18, Disciplinary and Adverse Actions of this Agreement.

Section 2. Security Cameras

- A. Security cameras will not be located in restrooms or locker rooms or other areas and rooms used by employees for dressing and taking care of personal needs.
- B. This provision in no way restricts management’s rights: (a) to use video surveillance to conduct administrative or criminal investigations; (b) to use such surveillance footage in connection with or in support of disciplinary action; and /or (c) to use such surveillance footage in matters referred to the Office of the Inspector General (OIG) and/or for criminal prosecution.

Section 3. Recording of Conversations

If an electronic recording is made, which is in the Agency’s control and subsequently used to propose a disciplinary or adverse action, the materials relied upon will be provided to the employee consistent with Article 18, Disciplinary and Adverse Actions of this Agreement.

Appendix A



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240

July 23, 2021

PERSONNEL BULLETIN NO: 21-07

SUBJECT: Telework Program

1. Purpose. This Personnel Bulletin (PB) establishes the policy, assigns responsibilities, and prescribes procedural requirements for the Department of the Interior's (DOI or Department) Telework Program. Consistent with the Telework Enhancement Act of 2010, this PB establishes the Departmental policy under which eligible employees may be authorized to telework to the extent that the arrangement does not diminish employee or organizational performance. This PB replaces PB 19-02, Telework Program, dated June 14, 2019, and supersedes the existing policy in Departmental Manual (DM) Chapter 370 DM 226, Telework Program, until corresponding changes in the DM are made.

2. Effective Date. This PB is effective on August 23, 2021.

3. Authorities.

- A. Title 5 of the United States Code (U.S.C.), Chapter 63
- B. Title 5 of the U.S.C., Chapter 65
- C. Title 5 of the U.S.C., Chapter 81
- D. Title 40 of the U.S.C., Chapter 5, Section 587
- E. Part 531 of Title 5 Code of Federal Regulations (CFR)
- F. Part 550 of Title 5 CFR
- G. Part 630 of Title 5 CFR
- H. Part 2635 of Title 5 CFR
- I. Part 1630 of Title 29 CFR
- J. PB 18-04, Weather and Safety Leave, dated May 10, 2018
- K. PB 14-01, Reasonable Accommodation for Individuals with Disabilities, dated February 20, 2014
- L. 370 DM 771, Administrative Grievance Procedures
- M. Office of Management and Budget Memorandum M-21-25, Integrating Planning for A Safe Increased Return of Federal Employees and Contractors to Physical Workplaces with Post-Reentry Personnel Policies and Work Environment, dated June 10, 2021

4. Coverage. This policy applies to all DOI employees (including supervisors) and supersedes any other Departmental or Bureau/Office policies or procedures that conflict with this policy. Bureaus/Offices may issue supplemental implementing procedures at their discretion. The Bureau/Office supplemental procedures must be forwarded to the Director of the Department's

Office of Human Capital for concurrence prior to implementation.

5. Definitions.

A. Alternative Worksite. A location, other than the employee's official worksite, that has been approved for the performance of assigned official duties as designated on the telework agreement. It may be an employee's home, a telework center, or other approved worksite that is conducive to performing the official duties.

B. Core Telework. A telework arrangement in which eligible employees telework from an approved alternative worksite on a recurring, scheduled basis—i.e., fixed day(s) per week or pay period.

C. Dependent Care. The support and nurturing of persons who cannot meet their own needs such as children, elders, or other dependent adults.

D. Hoteling. An arrangement in which employees are not assigned permanent, dedicated office space at a DOI location, but rather are provided office space by reservation, on an as-needed basis. Also referred to as "shared workstations."

E. Mobile Work. Work that is characterized by routine and regular travel to conduct work in customer or other worksites as opposed to a single authorized alternative worksite. Examples of mobile work include site audits, site inspections, investigations, property management, and work performed while commuting, traveling between worksites, or on Temporary Duty (TDY). This category of work is not considered telework and is not covered by this policy.

F. Official Duty Station. The official location of an employee's position of record as determined under 5 CFR §531.605. The official duty station is often referred as the "official worksite."

G. Official Disciplinary Action. Any disciplinary action that results in the placement of a document in an employee's electronic Official Personnel Folder (e.g., written reprimand, suspension, removal, reduction in grade/pay).

H. Remote Work. An arrangement under which an employee is scheduled to perform work within or outside the local commuting area of an agency worksite and is not expected to report to an agency worksite on a regular and recurring basis. For a remote worker, the approved remote worksite is the employee's official duty station for pay purposes, even if that location is their home. This category of work is not considered telework and is not covered by this policy.

I. Situational Telework. A telework arrangement in which eligible employees telework without a set schedule (e.g., telework as a result of inclement weather, personal appointment, special work assignment). An employee with an approved situational telework arrangement must obtain advance approval from their supervisor in order to telework on a particular day(s).

J. Telework. A work flexibility arrangement under which an employee performs the duties and responsibilities of their position, and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work.

K. Telework Agreement (Form DI-3457). A written agreement that outlines the terms and conditions for an employee authorized to telework, as approved by the appropriate management official. Telework agreements are mandatory for an employee's participation in the telework program. Bureaus/Offices may not alter, supplement or modify the Form DI-3457.

L. Teleworker. An eligible employee who has completed the required telework training, has an approved telework agreement in place, and has the required work necessities (e.g., equipment, materials) to effectively perform their duties at an approved alternative worksite. Also referred to as a "telework-ready" employee.

6. Responsibilities. As noted in Section 4, Bureaus/Offices may issue implementing procedures to add additional responsibilities to each of the below roles and/or identify additional roles within their organizational structures in order to implement this policy.

A. Deputy Assistant Secretary for Human Capital and Diversity. The Deputy Assistant Secretary for Human Capital and Diversity, as the Department's Telework Managing Officer, is responsible for:

(1) Overseeing policy development and implementation related to the Department's Telework Program and submission of required reports to the U.S. Office of Personnel Management (OPM) or other government organizations as may be required.

(2) Advising Departmental leadership on the administration of the DOI Telework Program and serving as the Department's primary liaison with OPM on telework matters.

B. Office of the Chief Information Officer is responsible for:

(1) Developing strategies and providing guidance for enterprise information technology capabilities and data security required to support telework.

(2) Overseeing the evaluation of new and emerging technologies that facilitate telework and approving them for Department-wide use, as appropriate.

(3) Establishing criteria and guidelines for using and protecting Government furnished equipment (GFE) and non-GFE, including personally owned equipment to access DOI information systems and networks to perform telework.

C. Departmental Telework Coordinator. Appointed by the Telework Managing Officer, the Departmental Telework Coordinator is responsible for:

(1) Administering the DOI Telework Program in accordance with governing law and Departmental policies.

(2) Serving as a resource for Bureau/Office telework coordinators on telework matters and advising on strategies to overcome barriers to implementing telework within the Bureaus/Offices.

(3) Developing DOI Telework policy and coordinating policy and procedure changes with the Bureau/Office telework coordinators.

(4) Assessing the Department's Telework Program.

(5) Preparing reports on employee telework participation rates and other related metrics, and providing information regarding employee telework agreements as required by OPM, other Federal agencies, Departmental leadership, and the Office of the Solicitor.

(6) In consultation with the Telework Managing Officer, establishing agency telework participation goals.

D. Bureau Directors and Equivalent Office Heads are responsible for:

(1) Ensuring that their organizations are in full compliance with the requirements of this policy.

(2) Establishing implementing procedures, as needed, to maximize appropriate use of telework as a work flexibility arrangement, to include integrating telework into continuity of operations (COOP) plans.

(3) Holding subordinate supervisors and managers accountable for implementing telework in accordance with this policy and applicable Bureau/Office implementing procedures.

(4) Holding subordinate supervisors and managers accountable for evaluating teleworkers and non-teleworkers under the same performance management system and ensuring that teleworkers are afforded the same professional opportunities, assignments, and treatment as non-teleworkers with regard to duties assigned, periodic appraisal of employee performance, awards, training and developmental opportunities, promotions, and retention incentives.

E. Bureau/Office Telework Coordinators. Each Bureau and equivalent Office will designate a Telework Coordinator to serve as the Bureau/Office contact for telework policy and program questions. This individual should be of sufficient position and grade as to allow them access to senior Bureau/Office officials and to speak with authority regarding telework. The Bureau/Office Telework Coordinators are responsible for:

(1) Providing assistance and guidance to Bureau/Office employees and managers regarding telework.

(2) Preparing and submitting periodic reports to the Department's Office of Human Capital on the Bureau/Office telework eligibility and participation rates.

(3) Preparing and submitting reports to Bureau/Office leadership (e.g., Regional Directors or equivalent positions) on telework participation rates and providing information regarding employee telework agreements.

(4) Maintaining Bureau/Office employee telework agreement records.

F. Servicing Human Resources Offices (SHRO) are responsible for:

- (1) Ensuring vacancy announcements and position descriptions contain accurate information regarding the suitability of a position for telework.
- (2) Ensuring that all position and employee telework eligibility codes are correctly reflected in the Federal Personnel and Payroll System.
- (3) Providing assistance and guidance to Bureau/Office managers on managing and supervising teleworkers.

G. Supervisors are responsible for:

- (1) In consultation with the servicing SHRO, determining an employee's eligibility for telework and notifying the employee, as appropriate. Generally, employees must be notified of their telework eligibility within 60 days of starting a new job.
- (2) In consultation with the servicing SHRO, determining whether the duties of a position are suitable for telework. After an initial determination, this determination will be made each time the position description is modified.
- (3) Executing telework agreements with employees who request to and are permitted to telework; ensuring that required telework training is completed prior to allowing the employee to telework; and terminating telework agreements when employees are no longer eligible to telework or the teleworking arrangement fails to meet organizational needs.
- (4) Upon approval of a telework agreement, establishing and communicating clear expectations with employees regarding methods of communication (e.g., customer service, time frames for returning phone calls, email communication), meeting attendance, duty hours, the accurate coding of telework for time and attendance purposes, requesting leave while teleworking, and notification procedures for requesting situational and unscheduled telework.
- (5) Establishing clearly defined performance standards and using existing quality and quantity standards to evaluate work performance of a teleworker. Managing the teleworker remains the same as for employees in the official worksite in that performance is measured by results.
- (6) Treating teleworkers the same as non-teleworking employees concerning performance appraisals, work assignments and requirements, awards and recognition, training and developmental opportunities, promotions, retention, and other employment matters involving management discretion; and treating employees equitably when implementing telework in their organization.

(7) Actively supporting telework and working through minor problems or obstacles that may occur.

(8) Being cognizant of opportunities to achieve savings by monitoring and coordinating teleworker schedules to share office space. Supervisors will be proactive in pairing employees in the same location with opposite schedules (one employee present when another is not) to optimize the use of reduced office space.

(9) Ensuring employees protect and secure agency records and sensitive information consistent with established DOI policies.

(10) Reviewing and recertifying telework agreements annually to validate whether the arrangement is still effective and in the best interest of the agency.

(11) Executing a new telework agreement when an employee is assigned to a new position, a new supervisor, or to effect a permanent change to a telework arrangement (e.g., new alternative worksite, new core telework day).

(12) Ensuring adequate worksite office coverage during business hours so that mission operations continue to be carried out efficiently and effectively.

(13) Maintaining records of direct reports' current telework agreements.

H. Teleworkers are responsible for:

(1) Securing approval of their telework agreement and completing required telework training prior to teleworking.

(2) Providing the same level of support, availability, accessibility to customers, coworkers, and supervisor as if working at the official worksite. This includes, but is not limited to, meeting organizational and individual work requirements, participating in staff meetings, participating in video conferencing, working assigned duty hours, and responding to phone calls, email, instant messaging chats, and voicemail in a timely manner.

(3) Ensuring there is no diminishment of individual performance or agency requirements and that they have sufficient work assignments conducive to telework.

(4) Complying with their approved telework agreement and adhering to Departmental policies while working at the alternative worksite. These policies include but are not limited to: Standards of Ethical Conduct for Employees of the Executive Branch and other applicable ethics laws and regulations; Acceptable Use of the Internet; Conduct and Discipline; Time and Attendance; and Records Management.

(5) Obtaining advance approval from their supervisor for each instance of telework when teleworking under a situational agreement.

(6) Accurately coding their timesheet to reflect the hours teleworked.

(7) Conforming to office requirements for shared space at the employee's official duty location.

(8) Teleworking, if they have a telework agreement in place and are required to do so by the supervisor, when the employee is subject to an investigation or other administrative action that requires the employee to be taken out of the workplace.

(9) Teleworking when prevented from safely traveling to or performing work at their official worksite due to inclement weather or other emergency condition (e.g. building fire at the official worksite, pandemic) that prevents an employee or group of employees from safely traveling to or safely performing work at an approved location if the telework site is not also impacted. This includes preparing and planning ahead, including taking necessary work equipment (e.g., laptop) to the alternative worksite, when severe weather or other emergency situations can be anticipated.

(10) Properly protecting and securing GFE and sensitive information in compliance with Departmental guidance.

(11) Ensuring the alternative worksite is safe, free from hazards, and provides an adequate work environment with regard to connectivity and technology. Employees are expected to provide internet service and other general utility costs at their own expense.

(12) Ensuring appropriate arrangements for the care of dependents while teleworking.

7. Policy. Telework is an effective strategy for mission accomplishment, ensuring COOP in a crisis, and recruiting and retaining valued talent. It is the policy of the DOI to promote telework that does not diminish employee performance or agency operations, or adversely affect the ability of the Department 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.

There are two types of telework arrangements available at the Department:

- Core Telework
- Situational Telework

Employees, regardless of their telework arrangement, must have an approved telework agreement in place in order to participate in telework. Once the telework agreement is finalized, employees will be considered telework-ready.

An employee approved to telework must physically report to their official duty station **at least two full workdays per bi-weekly pay period**, except for rare circumstances or as a reasonable accommodation.

A. Telework Eligibility. To the extent that mission requirements are not jeopardized, management officials may permit eligible employees who exhibit suitable work performance and

conduct, occupy positions suitable for telework, and have access to an appropriate alternative worksite to telework to the extent feasible. Telework eligibility criteria must be applied impartially and consistently and be based on appropriate business and organizational needs. While telework is a workplace flexibility, it is not an employee entitlement and not all employees are eligible to telework.

The following factors must be evaluated when determining telework eligibility:

(1) Position Suitability. In determining position suitability, supervisors should consider what duties and functions an employee performs, and not simply the occupation, pay plan, series, or grade level of the position. Positions suitable for telework must have:

- Quantifiable, project-oriented, or other portable job tasks that can be performed at the approved alternative worksite (e.g., reading reports, analyzing documents and studies, preparing written documents).
- Limited need for access to classified information.
- Off-site access to needed technology.

While many positions may be suitable for telework, there are certain positions that are not conducive to telework. Positions are not suitable for telework that require on a daily basis (every workday):

- (a) Direct handling of classified or other secure materials determined to be inappropriate for telework by management.
- (b) On-site activity that cannot be handled remotely or at an alternative worksite (e.g., face-to-face personal contacts; intake or distribution of mail; hands-on contact with machinery, equipment, or vehicles; law enforcement).

When an employee's position is determined not normally suitable for telework, there may be circumstances or portions of the employee's work (e.g., reading and analyzing documents and preparing reports or other types of correspondence, non-classified assignments) that may be considered for telework on a situational basis if the supervisor deems it to be in the best interest of the agency.

(2) Employee Eligibility. After ensuring that the position is suitable for telework, the supervisor must determine the employee's eligibility to telework. To be considered eligible for telework, an employee must demonstrate characteristics indicating their ability to effectively work away from the official worksite. Employees eligible for telework must display dependability, responsibility, and conscientiousness; the ability to work independently and without close supervision; self-motivation and self-discipline; and the ability to prioritize work and manage time wisely.

(3) Employee Ineligibility. Employees are ineligible to telework if:

- (a) Their conduct has resulted in an official disciplinary action taken against them (e.g., written reprimand, suspension, removal, reduction in grade/pay) for any

type of misconduct. Disciplined employees may remain ineligible to telework for a maximum of two years from the effective date of the official disciplinary action. When disciplined employees become eligible for telework, supervisors, after consultation with the servicing SHRO, may allow disciplined employees to telework or may continue periods of telework ineligibility until a future date;

(b) Consistent with 5 U.S.C. § 6502(a)(2), they have been officially disciplined for:

- being absent without permission for more than five days in any calendar year; or
- violations of subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch for reviewing, downloading or exchanging pornography, including child pornography on a Federal computer or while performing Federal Government duties

The period of ineligibility for employees who have been officially disciplined for misconduct indicated in Section 7.A.(3)(b) depends on the type of action and whether a non-permanent or permanent record of the discipline is filed in the employee's electronic official personnel folder (eOPF). For non-permanent records (e.g., reprimand), the prohibition from telework exists until the document is removed. For permanent records (e.g., personnel actions documenting suspensions), the prohibition would be permanent; or

(c) They have received less than a Fully Successful performance rating at any time during the rating period or been notified in writing of less than Fully Successful performance (e.g., by receipt of a Notice of Opportunity to Demonstrate Acceptable performance). On a case-by-case basis, employees who are formally notified during the performance year that their performance has improved to the Fully Successful level may resume teleworking, if the supervisor deems telework to be in the best interest of the agency.

Although the above criteria establish when an employee is eligible to participate in telework, eligibility does not equate to an entitlement to telework. The determination regarding the suitability of a position, eligibility of an employee to telework, or approval of an employee's participation in telework resides with management and will be based on the duties of the employee's position, business needs, and/or the employee's ability to fulfill their responsibilities as outlined in Section 6.H. Bureaus/Offices may not supplement these eligibility criteria in their implementing procedures.

B. Establishing a Telework Arrangement. If it is determined that telework is a viable option and in the best interest of the agency, the supervisor and the employee must complete the required training and execute a telework agreement before initiating a telework arrangement.

(1) Complete Telework Training.

(a) Prior to initiating a telework arrangement, employees and their supervisors must complete telework training. The required training courses for supervisors

and employees are available via the Department's electronic learning management system. Employees must complete the course titled "Telework Fundamentals – Employee Training," and supervisors must complete the course titled, "Telework Fundamentals – Manager Training." This is a one-time requirement. Once completed, employees and supervisors do not need to repeat the training for the purposes of telework. If employees or supervisors have documentation demonstrating they completed previous training titled "Telework 101 for Employees," or "Telework 101 for Supervisors," or equivalent training, they do not need to complete these courses.

(b) Bureaus/Offices may establish organization-specific telework training to fulfill this requirement.

(2) Complete Telework Agreement.

(a) An approved telework agreement (Form DI-3457) must be in place before an employee is permitted to telework. The telework agreement documents the terms and conditions of the telework arrangement, including the type of telework arrangement approved and the particular days for which the employee is approved to telework, if applicable, and includes a safety checklist for the employee to use in assessing the overall safety of the alternative worksite. The final decision regarding the type of telework arrangement and days an employee is scheduled to telework rests with management. The telework agreement must be completed by the employee and the supervisor. Supervisors should strive to complete the telework agreement form within ten (10) business days of receipt from employee.

(b) A new telework agreement form must be initiated when the employee is assigned a new supervisor or new position. A new telework agreement form must also be initiated to document approved changes to the employee's telework arrangement (e.g., change in approved core telework days, change in type of telework arrangement).

(c) Telework agreements must be reviewed by the supervisor and teleworker on an annual basis to be revalidated, revised, or terminated as appropriate. During this annual review and recertification, the supervisor must verify that the employee is still eligible to participate in telework (e.g., review employee's most recent performance rating to ensure that it is at least Fully Successful). The annual review and recertification should occur on or before the one-year anniversary date that the telework agreement was originally approved. Failure to complete the annual recertification requirement may result in the termination of the telework agreement.

(3) Telework Denial and Termination. Management may deny or terminate a telework agreement at any time. In addition, an employee may voluntarily terminate a telework agreement with proper notice to their supervisor.

(a) Denial or Termination of Telework Arrangement by Management. When an employee's request to telework is denied or an agreement is terminated by management, the reasons for denial or termination will be documented in writing on the Telework Agreement Form (Form DI-3457) and given to the employee. Denial or termination decisions must be based on mission-related reasons and what is in the best interest of the agency (e.g., telework arrangement fails to meet the organization's needs; employee's performance or conduct does not comply with the terms of the telework agreement; employee or their position no longer meets the eligibility criteria; staffing issues lead to inadequate office coverage). For terminations of current agreements, management will strive to give the employee advance notice of at least one business day before effecting the termination, when practicable.

(b) Termination of Telework Arrangement by Employee. Employees may voluntarily terminate their participation in a telework arrangement. Such requests must be submitted in writing to the employee's supervisor. Employees will normally provide at least two (2) weeks' notice so that arrangements can be made to accommodate their return to work at the official worksite, if necessary.

(c) Employee Grievance of Telework Denial or Termination. Employees may grieve the denial of telework or the termination of an existing telework agreement. Bargaining unit employees may file a grievance through negotiated grievance procedures, if provided for in their applicable collective bargaining agreement. If there is no collective bargaining agreement and/or negotiated grievance procedures in place, bargaining unit employees may be permitted to file in accordance with the Department's Administrative Grievance Procedures where the use of these procedures has been agreed to via a written agreement between the appropriate management and union representatives. Non-bargaining unit employees may file a grievance in accordance with the Department's Administrative Grievance Procedures.

C. Equipping for Telework. To the extent permitted by Bureau/Office policies and procedures, Bureaus/Offices will provide the equipment and supplies the supervisor determines necessary for the employee to telework from the approved alternative worksite. The equipment and supplies should be deemed necessary for the performance of the employee's assigned duties, reasonably available, cost effective, and subject to availability of funding. The Bureau/Office agrees to service and maintain any GFE issued to the teleworker.

D. Teleworking from the Approved Alternative Worksite.

(1) Designated Workspace. Teleworkers must have a designated workspace that is safe and conducive for the performance of their duties at the approved alternative worksite. At a minimum, an employee must be able to send, receive and respond to electronic mail and communicate via telephone. The employee's communications from the alternative location should be seamless (e.g., customers should not experience an interruption in service delivery from an employee who is teleworking). Management maintains the right to make on-site inspections of the employee's telework site. Such inspections will be by

appointment during the teleworker's normal tour of duty and with advance notice of at least 24 hours.

(2) Dependent Care. Employees cannot personally care for a dependent while teleworking and are responsible for securing appropriate arrangements for any dependents who are unable to care for themselves independently. This does not preclude a teleworker from having a caregiver in the home who provides care to the dependent(s) while the employee teleworks, provided the arrangement does not disrupt the employee's ability to telework effectively. Also, an employee may have a dependent present in the home, provided they do not require constant supervision or care (e.g., older child or adolescent) and their presence does not disrupt the employee's ability to telework effectively.

(3) Costs Associated with Telework at Home. Work-at-home telework may increase certain costs to the employee. The Department assumes no responsibility for any costs associated with the employee's home residence, including home maintenance, insurance, utilities, internet access, and telecommunication costs.

(4) Work-Related Injuries or Illnesses. Teleworkers may be covered by the Federal Employees' Compensation Act for an on-the-job injury or occupational illness sustained while conducting official Government business at the approved alternative worksite. Employees must inform their immediate supervisor of any on-the-job injury or occupational illness sustained at the approved alternative worksite at the earliest time possible. Accidents and on-the-job injuries must be reported using the Safety Management Information System to enable Bureau/Office Safety Managers to track and report incidents. Teleworkers must also visit the Department of Labor's Employees' Compensation Operations & Management Portal to file a workers' compensation claim with the Office of Workers' Compensation Programs.

E. Tour of Duty While Teleworking. Employees who telework must perform official duties at their alternative worksite during their approved, scheduled tour of duty. Work schedules and hours of duty may be changed with the supervisor's approval and in accordance with established Bureau/Office procedures. Telework is compatible with standard and alternative work schedules (e.g., flexible and compressed work schedules). Bureaus/Offices may not establish implementing procedures that prohibit a teleworker from having an alternative work schedule.

F. Telework Schedule Modification. Supervisors may require teleworkers to report to the employee's official worksite on scheduled telework days to accommodate workload demands or for other operational requirements (e.g., to attend mandatory staff event). When possible, the employee will be provided advance notice in writing of any change to their scheduled telework. Requests by the employee to change their scheduled telework day in a particular week or biweekly pay period must be submitted in advance and approved by the supervisor. A permanent change in the telework arrangement requires a new telework agreement to be executed.

G. Telework During Emergency or Closure Situations. In the event the official worksite is closed due to an inclement weather event or other emergency condition (e.g., building fire, pandemic), telework-ready employees must telework each regularly scheduled workday during the

emergency situation. As such, telework-ready employees must prepare to telework when a weather or emergency event is forecasted or anticipated (e.g., a major snowstorm is predicted) by bringing home any necessary equipment (e.g., laptop computer) and work files. To the extent that an employee is unable to telework because they failed to make necessary preparations for reasonably anticipated conditions, the employee must use appropriate paid leave, paid time off, or leave without pay. In the event the employee is prevented from safely teleworking from the approved alternative worksite due to conditions related to the emergency (e.g., weather-related damage that makes occupying the employee's home telework site unsafe, loss of electrical power or internet service, evacuation by local authorities), the supervisor may, at their discretion, grant weather and safety leave consistent with Departmental policy.

(1) Unscheduled Telework Operating Status Announcements. When OPM, a local Federal Executive Board, or DOI local operating unit head announces that employees have the option for unscheduled telework or unscheduled leave, telework-ready employees may telework from their approved alternative worksite. When the option is announced, an employee must notify their supervisor of the intent to use unscheduled telework. Employees who are approved to perform unscheduled telework must have the necessary equipment and have a sufficient amount of work to complete in order to telework from the approved alternative worksite. If the employee does not have enough work, they must report to the official worksite or request appropriate unscheduled leave to account for hours not worked.

(2) Dependent Care Arrangements During Weather or Emergency Events. As provided for in Section 7.D(2), employees cannot personally care for a dependent while teleworking and are responsible for securing appropriate arrangements for any dependents who are unable to care for themselves. If a teleworker cannot arrange for appropriate dependent care because of the weather or emergency event affecting the official worksite, any time spent providing personal care to dependents cannot be considered hours of work. The employee is expected to accurately account for work and non-work hours during their tour of duty and to take the appropriate leave (paid or unpaid) to account for any time spent away from normal work-related duties during their scheduled tour of duty. Weather and safety leave may not be granted for this purpose.

H. COOP Planning. Telework can play a vital role for the Department's COOP plan by preserving essential functions and providing an option for designated employees to continue working when a COOP plan has been activated. Bureaus/Offices may designate employees who are critical to operations and should inform employees of their COOP designation well in advance in anticipation of possible emergency events. Consistent with 5 U.S.C. § 6504(d), during any period that the Department is operating under a COOP plan, that plan will supersede the Departmental telework policy.

I. Hoteling. Employees who have core telework agreements for five or more days per bi-weekly pay period may be expected to use hoteling when they report to the official worksite. If there is a business reason for providing a dedicated workspace, such as privacy needs of the position, the supervisor should document the reasons for the decision and maintain that documentation. Hoteling workspaces should be properly equipped and supplied to ensure employees can accomplish work assignments.

J. Reasonable Accommodation. Consistent with applicable law and Departmental policy, employees may request telework as a reasonable accommodation, and the Department must process such requests in accordance with applicable law and Departmental policy.

8. Labor-Management Obligations. Bureaus/Offices are reminded to fulfill their labor-management obligations, as appropriate, in implementing the requirements set forth in this PB.

9. Inquiries. Any Department employee or employee representative seeking further information concerning this policy may contact their Bureau/Office Telework Coordinator and/or servicing SHRO. Bureau/Office Telework Coordinators and servicing SHRO's may contact the Department's Office of Human Capital concerning questions related to this policy.

JENNIFER
ACKERMAN

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Jennifer A. Ackerman
Director, Office of Human Capital
Deputy Chief Human Capital Officer

Master Labor Agreement Between the National Park Service, Interior Region 1, North Atlantic-Appalachian and the American Federation of Employees, Council 270, Executed this day 24th day of January 24, 2023. Effective date March 15, 2023.


Signatures

The National Park Service, Interior Region 1, North Atlantic-Appalachian and the American Federation of Employees, Council 270 having met and negotiated the Articles and Sections of this Collective Bargaining Agreement, passed by Agency Head Review, do hereby affirm, and attest to this Agreement effective on March 15, 2023.


FOR THE AGENCY:



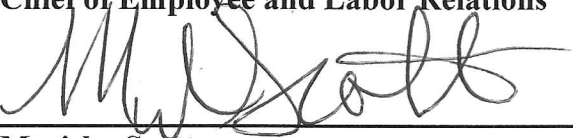
William Beckham
Chief Negotiator



Vergil Mckenzie
Chief of Employee and Labor Relations

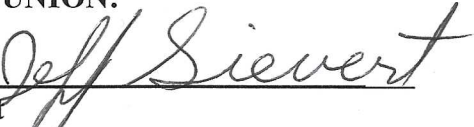


Eric Pugar
Chief of Employee and Labor Relations




Marisha Scott
Sr. Labor and Employee Relations Specialist

FOR THE UNION:



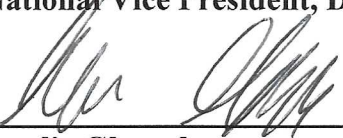
Jeff Sievert
Chief Negotiator




Dr. Everett Kelley
President, AFGE National




Phil Glover
National Vice President, District 3



Amelia Glymph
Chief of Staff to President, AFGE



Mark Cochran
Executive Vice President, Council 270



Davide Fitzpatrick
Secretary-Treasurer, Council 270