



**Master Agreement
Between
National Park Service, Gulf Islands National Seashore
and
National Federation of Federal Employees, IAMAW, AFL-
CIO**

Effective Date: April 29, 2010



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Article 1 -- GENERAL PROVISIONS

Section 1. Authority

This Agreement, together with any and all supplemental agreements and/or amendments which may be agreed to during the duration of this Agreement, is entered into under the authority granted by the Federal Service Labor-Management Relations Statute, Civil Service Reform Act, and in accordance with the regulations of the U.S. Department of the Interior, and the National Park Service.

Section 2. Recognition

The Employer recognizes that the Union is the exclusive representative of all employees in the unit described in Section 3.

Section 3. Parties and Coverage

This Agreement is made by and between the Gulf Islands National Seashore, National Park Service, Gulf Breeze, FL, hereinafter referred to as "the Employer" and Local 2199 of the National Federation of Federal Employees, Federal District 1, International Association of Machinists and Aerospace Workers, AFL-CIO, hereinafter, referred to as "the Union." This Agreement is applicable to: All non-professional employees of the Gulf Islands National Seashore, Gulf Breeze, FL; excluding all management officials, professionals, supervisors, and employees described in 5 U.S.C. 7116(b)(2), (3), (4), (6) & (7)..

The Union hereby recognizes its responsibility for representing the interests of all such employees without discrimination and without regard to labor organization membership.

Section 4. Purpose of this Agreement

It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the National Park Service and the Gulf Islands National Seashore in the public interest and well-being of employees within the meaning of the Civil Service Reform Act and the Department of the Interior and the National Park Service labor management policies and regulations; to establish a basic understanding relative to personnel policies, practices, procedures and matters affecting other conditions of employment; and to provide means for discussions and adjustments of these matters. The Union agrees to support the Employer in its efforts to promote good will between the Employer, employees, the Union and the local community.

Article 2 -- RECOGNITION AND UNIT DESIGNATION

Section 1. The Employer recognizes that the National Federation of Federal Employees (NFFE) – International Association of Machinists and Aerospace Workers (IAMAW) is the exclusive representative of all employees in the bargaining unit.

Section 2. This Agreement is applicable to the bargaining unit, NFFE, Local 2199 to represent employees of Gulf Islands National Seashore.

Section 3. The Employer shall not change the bargaining unit status of positions without first notifying the Union. The Union has the right to file a Clarification of Unit (CU) with the Federal Labor Relations Authority (FLRA) when it believes the bargaining unit status of a position is incorrect. Employees will remain in bargaining unit until such time as a decision is rendered on the CU Petition by the FLRA.

Article 3 -- UNION RIGHTS AND REPRESENTATION

Section 1. Rights and Recognition

The Employer agrees to advise the Union in accordance with this Agreement and provide the Union an opportunity to negotiate on changes in conditions of employment in accordance with the Federal Service Labor-Management Relations Statute.

The Union president or designee will be given reasonable advanced notice of and be provided reasonable time to be present at formal discussions. A formal discussion is any meeting between one or more representatives of the Employer and one or more bargaining unit members concerning any grievance, personnel policy or practice or other general condition of employment. The Union will be given the opportunity to attend and participate.

Section 2. Representation

The Employer recognizes Local Officers and Representatives designated by the Union. The Union will supply the Employer, in writing, and will maintain on a current basis, a list of the Union officers and representatives. The Employer also recognizes representatives of the NFFE Federal District 1, IAMAW.

Section 3. Official Time

a. Representational functions are defined as those activities engaged in by the Union Representatives which are concerned with the administration of this agreement and which are authorized under 5 USC 7131. Representational functions may include, but are not necessarily limited to:

- 1) Review management proposals concerning negotiations and changes in policies, practices, and matters concerning working conditions.
- 2) Perform general representational and contract administration functions.
- 3) Receive, review, prepare, and present grievances.
- 4) Handle complaints, such as Fair Labor Standards Act, Merit Systems Protection Board, Equal Employment Opportunity Commission.
- 5) Prepare for negotiations
- 6) Negotiate
- 7) Prepare reports required by Section 7120(c) of Chapter 71, Title 5 of the U. S. Code
- 8) Contact other Union officials regarding the aforementioned functions.
- 9) Visit, phone and write to elected representatives in support or opposition to pending or desired legislation that would impact working conditions of employees represented by the Union.

b. Official time will be granted in reasonable and necessary amounts to designated Union representatives when conducting representational or labor relations duties. Official time is available for time spent conducting representational duties during such time as the employee/representative would otherwise be in a duty status. Union representatives and their supervisors shall mutually determine the reasonable amount (allocation and scheduling) of hours for representational duties. The scheduling of official time should be administered as to allow for needed additional time, including time needed for travel. A park vehicle may be used for representational functions if available. If the Employer or Union disputes the amount of time that a Union official has been granted or denied for representational functions, the Agency contact person and Union President will meet and consult in an effort to determine the proper course of action.

The parties agree to resolve disputed issues as quickly as possible.

c. Activities concerned with the internal management of the Union shall be performed only during the non-duty hours of the Union representatives and employees concerned. Examples of such activities include the solicitation of membership, collection of dues, distribution of literature, campaigning for Union office, and soliciting employee grievances or complaints.

d. Upon request, and subject to normal security limitations, the Union shall be granted authority to conduct at least two membership drives per annum, before and after duty hours, and at lunch periods. Union representatives will record time used for representational functions appropriately.

Section 4. Release to Perform Representational Duties

When a representative needs official time to perform his/her representational duties, it will be requested on an individual case-by-case basis. All requests for the use of official time must be approved by the Employer prior to the representative leaving his/her work area.

The representative will inform his/her supervisor of the approximate amount of official time that will be needed and the general location where the representative will be performing the representational duties and the amount of hours for representational duties. If the representative requires more official time than originally approved by the supervisor, he/she will contact the supervisor to obtain approval for additional time. When a representative has completed the use of official time, he/she will check-in with his/her supervisor when returning to the work area.

Normally, a representative will be released when requested unless work requires his/her presence on the job. Union representatives and their supervisors will discuss the release from duty; the supervisor will determine if workload requires the representative's presence on the job. When release cannot be accomplished immediately, the employee

will be released as soon as possible. The employee will report back to his/her supervisor upon returning to duty. The form in Appendix A will be used to request and approve official time. The form may be emailed with electronic signatures.

Section 6. Union Participation

There shall be no coercion or discrimination against any Union official because of the performance of Union responsibilities in connection with this Agreement and the Statute, or against any employee for filing a complaint or acting as a witness under this Agreement, the Statute, or applicable regulations.

Article 4 -- MANAGEMENT RIGHTS

Section 1. Nothing in the interpretation or application of this Agreement shall preclude the Employer from the full exercise of its rights as outlined in Section 7106 (a) and (b) of The Federal Labor-Management Relations Statute. These rights include the Employer's right:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and
- b. In accordance with applicable laws:
 - 1) To hire, assign, direct, layoff, and retain employees, or to suspend, remove, reduce-in-grade or pay, or take other disciplinary action against employees.
 - 2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Employer's operations shall be conducted;
 - 3) With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source;
 - 4) To take whatever action may be necessary to carry out the Agency mission during emergencies;
 - 5) To determine the numbers, types, and grades of employees or positions assigned to any organizational sub-division, work project, or tour of duty; and
 - 6) To determine the technology, methods and means of performing work.

Section 2. Nothing in this section shall preclude the Employer and the Union from negotiating:

- a. At the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational sub-division, work project, or tour of duty, or on the technology, methods, and means of performing work;
- b. Procedures which the Employer will observe in exercising any authority under this section; or
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by the Employer.

Section 3. Supervisory Staff Meetings. The Employer may consider inviting the Union to have a Union representative present at supervisory staff meetings.

Article 5 – EMPLOYEE RIGHTS

Section 1. The Employer and the Union recognize the right of employees in the unit to exercise their right to freely and without fear of penalty or reprisal, to form, join, or assist a labor organization, or to refrain from such activity. Neither the Employer nor the Union shall interfere with, restrain, or coerce any employee in the exercise by the employee of the statutory rights defined in Chapter 71, Title 5 of the U.S. Code or the rights outlined in this article. The parties recognize that these employee rights include, for example, the right –

- a. To act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities.
- b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.
- c. The provisions of this Article and this Agreement shall not be construed to preclude an employee from being represented by an attorney or other representative, other than the Union of the employee's own choosing in any appeal action not under the negotiated grievance procedure.

Section 2. Membership

Nothing in this agreement shall require an employee to become or to remain a member of a labor organization except pursuant to a voluntary, written authorization by an employee for the payment of dues through payroll deductions. The Union shall not discriminate against an employee with regard to the terms or conditions of membership in the Union on the basis of race, color, creed, national origin, sex, age, preferential or non-preferential civil service status, political affiliation, marital status, or handicapping condition.

Section 3. Weingarten Rights

The Employer shall annually inform its employees of their right to Union representation at any examination of an employee in the unit by a representative of the Employer in connection with an investigation if –

- a. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
- b. The employee requests representation.

Both parties understand that the Employer is under no obligation to bargain with a union representative during an investigatory examination and that the role of the Union representative in these circumstances is to: clarify questions and /or facts; assist the employee in presenting facts; consult with the employee and make suggestions.

Discussions regarding an employee's job performance are not considered investigatory examinations and, therefore, are not subject to the Weingarten Rights. New employees will be notified during orientation of the right to union representation under 5 USC 7114(a) (2) (B).

Section 4. Accountability

An employee is personally accountable for the performance of official duties and compliance with standards of conduct for Federal employees. Within this context, the Employer affirms the right of an employee to conduct his or her private life as he or she deems fit as long as it does not affect the employee's ability to do his or her job , or constitute a violation of ethics regulations and statutes applicable to Federal employees.

Section 5. Employee Access to Information

Employees will have access to all directives and modifications related to these matters, excluding internal management documents. Employees shall be kept informed of rules, regulations and policies under which they are obligated to work.

Section 6. Employee Access to Electronic Communications System

Employees may be granted access to the NPS network and electronic mail system. Employees will be granted a reasonable amount of on-duty time to access their email account and pertinent web sites such as Uniform Standards, Employee Express, Inside NPS, TSP, etc.

Each employee with computer access must sign an acknowledgement form for the NPS Responsibilities for Computer Use policy and complete the annual IT security awareness training. Failure to do so will result in revocation of computer access.

Section 7. Employee Privacy and Confidentiality

The Employer will protect the employee's privacy and confidentiality consistent with the provisions of the Privacy Act and Executive Order. Each employee may have access to a locked secure space in their assigned work space/area for the purpose of securing personal item(s).

Section 8. Personnel who are required to wear uniforms will be expected to report to work in them. Lockers for storing clothing and areas for changing clothes will be provided when the Employer and Union mutually agree that such facilities are necessary. Whenever possible, employees will be allowed up to 15 minutes near the end of each tour of duty, consistent with the nature of their work, for personal cleanup.

An employee may file a claim and be reimbursed for loss or damage to his/her personal property where the loss or damage was suffered in connection with his/her employment while on duty or while on the Employer's premises in accordance with 31 USC 3721.

Section 9. Personnel Records

The Electronic Official Personnel Folder (eOPF) is the official repository for records affecting an employee's status and Federal service. Material will be maintained in the OPF in compliance with applicable rules and regulations of the Office of Personnel Management. The folder provides the basic source of factual data about the employee's federal employment history and is used primarily for screening qualifications, determining status, computing length-of-service, and information needed in providing personnel services. The Servicing Human Resources Office will assist employees to resolve issues relating to access of their eOPF.

Upon request, an employee and/or his/her designated representative, who has been so authorized by the employee, will be permitted to review his/her Employee Performance File or Medical File within five (5) working days. Reasonable employee requests for copies of individual documents in the File will be honored. Misfiled information found in the File will be corrected upon discovery.

Section 10. Employee Release

An employee desiring to leave his or her work area to secure the advice and assistance of a Union representative will first obtain permission from his/her supervisor. Normally, an employee will be released when requested unless work requires his/her presence on the job. When release cannot be accomplished immediately, the employee will be released as soon as feasible. The employee will report back to his/her supervisor upon returning to duty.

Should release be denied, grievance timeframes will be extended by the same number of days the employee was denied release.

Section 11. Every employee will be treated with dignity and respect that is normal in an employer-employee relationship.

Article 6 -- CONSULTATION AND NEGOTIATION

Section 1. Both parties to this Agreement have the responsibility of conducting their negotiations and consultations in good faith and otherwise in such a manner as will further the purposes of the Statute (5 U.S.C Chapter 71). The parties recognize that mid-term contract negotiations may be needed. If this occurs, either party may request negotiations as appropriate.

Section 2. It is agreed and understood that matters appropriate for consultation and negotiation between the Employer and the Union are personnel policies, practices, and working conditions that are within the discretion of the Employer.

The Employer agrees to give the Union written notice and the opportunity to comment and/or request negotiations regarding Employer initiated changes in personnel policies, practices and matters affecting working conditions of bargaining unit employees.

The Union will be given a minimum of ten (10) calendar days to comment and request bargaining as appropriate; the Union may request an extension due to extenuating circumstances. However, the response time will not begin until the Employer has provided data requested under Section 7114 (b) (4) of the Statute. Union negotiators will receive a reasonable amount of official time to prepare supplemental or subordinate proposals within ten (10) calendar days following the request to bargain.

Negotiation of the impact and implementation of an Employer's decision in the management's rights area will be in accordance with this section. In some situations, however, it may be necessary to implement the management decision prior to the completion of negotiations.

Using the same procedures and time frames, the Union will submit written proposals to the Employer.

Section 3. The Employer will consult and negotiate, as required by the Statute, over other policy changes made during the term of this Agreement which affect the working conditions of bargaining unit employees. To the extent that a provision of any instruction or directive within the discretion of the Employer is in conflict with this Agreement, the provisions of this Agreement shall govern.

Section 4 If the Employer determines it is necessary to conduct a reduction-in-force, contract out a function, transfer a function or take any other action that could lead to an outplacement situation, the Union will be given adequate notice and an opportunity to negotiate as appropriate in accordance with 5 U. S. C. 7106.

Section 5. Supplemental agreements may be required because of changes made in applicable laws, executive orders, or regulations issued by appropriate authorities after the effective date of this agreement. The parties will meet for the purpose of negotiating

language that will meet the requirements of such laws, executive orders, or regulations. It is agreed to schedule the first meeting for negotiating the supplemental agreements within a reasonable time after receipt of the notification of the desire to negotiate. No changes shall be considered other than those directly related to the subject of the changes made in applicable laws, executive orders, or regulations issued by appropriate authorities.

Section 6. Disputes and Impasses

- a. Disputes: If the Employer believes a written Union proposal is non-negotiable, the Employer will raise the issue of negotiability in a timely fashion at the early stages of the negotiation process so that attempts can be made to cure any negotiability problems. The Union will be provided on request with a written statement of the rationale for a claim of non-negotiability. The Union may submit a negotiability appeal to the FLRA in accordance with applicable regulations.
- b. Impasses: In the event of an impasse at any level, either Party may invoke mediation and, if unsuccessful, the mediator will release the Parties to the Federal Services Impasses Panel (FSIP) to consider the matter, or by mutual agreement, may refer the matter to binding arbitration.

Section 7. Past Practices

Privileges of employees which by custom, tradition, and known past practice have become an integral part of working conditions shall remain in effect unless the parties negotiate a change.

Article 7

ORIENTATION OF NEW EMPLOYEES

Section 1. All new employees shall be informed by The Employer that the Union is the exclusive representative of employees in the unit.

Section 2. Representatives of the Union will be granted a period of time to speak at group orientation sessions which are held for employees. Such time will normally not exceed one-half (1/2) hour. A reasonable, advanced notice will be provided to the Union. The Union may distribute an information packet at the orientation session.

Section 3. Upon request, the Union will be provided a listing of bargaining unit employees which includes their name, position, duty station, and Enter on Duty (EOD) date.

Section 4. Union representatives may, if desired, remain in attendance during all of the orientation session(s) while conditions of employment are discussed.

Section 5. For those employees who have not attended an orientation session, a representative of the Union will be afforded a reasonable period of time, to be mutually agreed upon, to speak with new employee(s) to introduce him/herself and to explain the role of the Union.

Section 6. The Employer agrees to refer all questions concerning internal Union matters to the designated representative.

Article 8 -- INFORMATION DISTRIBUTION AND REQUESTS

Section 1. The Employer will provide copies of all NPS personnel policy regulations, GUIIS instructions and supplements, or other regulations that implement or establish bargaining unit-wide personnel policies, practices, procedures and working conditions on a recurring basis as they are distributed. Sometimes these are referred to internally as SOP's or Standard Operating Procedures.

Section 2. Upon request, the Employer will provide the Union a copy of the approved organizational chart for the Park. The Union will be notified of any organizational changes that affect working conditions of bargaining unit employees prior to implementation.

Section 3. The Employer agrees to furnish to the Union agency policy revisions pertaining to working conditions of bargaining unit employees. The agency will forward this material upon receipt at the park.

Section 4. The Employer shall furnish the Union, upon request, the following information regarding bargaining unit employees at GUIIS:

- a. Name
- b. Position number, Title, Series, and Grade
- c. Division
- d. Work telephone number
- e. Bargaining unit status
- f. Service computation date
- g. Duty Station

Article 9 -- EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Parties shall not in any way discriminate for or against an individual regarding employment or conditions of employment because of race, color, religion, sex, national origin, age, sexual orientation, marital status, lawful political affiliation, handicapping condition, or other non-merit factor. Policy shall be in strictest adherence to both the letter and the spirit of the Equal Employment Opportunity Act, the Age Discrimination in Employment Act, the Civil Service Reform Act, the Americans with Disabilities Act, and all other applicable laws and regulations.

Section 2. Upon request the current report on the EEO program will be furnished to the Union. The Employer will furnish the Union and bargaining unit employees with a copy of the Park Service EEO Policy statements. Upon request, employees may receive hard copies of policy changes pertaining to working conditions or, if possible, the document will be posted in a format compliant with Section 508 of the Rehabilitation Act.

Section 3. The Employer will consider candidates from within the bargaining unit for an EEO Counselor collateral duty position.

Section 4. EEO Complaints

Upon initial contact with the EEO counselor, any Unit Employee filing an informal discrimination complaint shall be advised by the counselor that the complainant is entitled to a representative of his/her choice. It is understood by the Parties that an Employee and his/her representative are entitled to make contact with any appointed EEO counselor, and may instruct such counselor not to reveal complainant's name to anyone other than appropriate officials in the course of his/her investigation without prior approval. If an employee chooses to be represented by the Union, contact will not be made with the employee unless the Union representative is present or notified. A copy of the Local Agreement along with the names, addresses and telephone numbers of NFFE Local 2199 Executive Board members will be provided to the appropriate EEO counselor(s) by the Union.

Confidentiality is very important in the Equal Employment Opportunity (EEO) process. Employees must feel comfortable in addressing their concerns/issues with EEO officials.

The 29 CFR 1614 regulations provide aggrieved parties the right to remain anonymous during the pre-complaint (informal) stage of this process. This means that EEO Counselors should not reveal the identity of the aggrieved party who comes to him/her for consultation, except when authorized to do so by that person or until the agency has received a discrimination complaint (formal) from that person involving the same matter that was addressed with the Counselor.

Section 5. Reasonable accommodations will be handled in accordance with Department of Interior Manual 373 DM 15.

http://eclips.doi.gov/app_dm/act_getfiles.cfm?relnum=3682

Section 6. Each Party agrees to advise the other of equal opportunity or discrimination problems of which they are aware. The Parties will jointly seek solution to such problems.

Section 7. The Employer shall not discipline or otherwise discriminate against any Employee because he/she has filed a complaint or presented a concern.

Section 8. If the Employer determines that as a reasonable accommodation an employee may have an advocate during meetings, the employee may request an advocate of their choice, including a union representative.

Article 10 -- VOLUNTEERS AND GOVERNMENT SPONSORED WORK PROGRAMS

Section 1. The Volunteers in Parks Program at GUIS will be operated in accordance with Director's Order - 7. Upon request, employees may review DO - 7. Additionally, one copy of any changes will be provided to the Union.

Section 2. The Employer is authorized to recruit, train, and accept without regard to the civil service classification laws, rules, or regulations, the services of individuals without compensation as volunteers for or in aid of interpretive functions, or other visitor services or activities. The Employer will not terminate the employment of any current employee solely for the purpose of replacing that current employee with a volunteer.

Section 3. Before bargaining unit employees are supervised by any person who is not an employee of the National Park Service, an employee must be informed in writing, with specificity, the nature and duration of the supervision. Park Service employed supervisors are not prohibited from gathering information from personnel not employed by the Park Service. However, Park Service supervisory personnel should not abdicate responsibility for granting leave, conducting performance reviews, issuing discipline and other matters traditionally handled by Park Service management.

Article 11 -- TEMPORARY EMPLOYEES

Section 1. The provisions of this Article apply to termination or expiration of appointment, due to lack of work or a lack of funds. The determination to appoint rehire eligibles will be made by The Employer according to the qualifications and suitability required by the positions.

Section 2. Temporary employees who have been selected competitively and successfully completed their appointment will be eligible for rehire the next season without further competition in accordance with the provisions of the applicable authority.

Section 3. Temporary employees will be eligible for awards.

Section 4. When the employer rehires a temporary employee, the employee may be rehired to any position with the same series, grade, commuting area, and qualification requirements as the original appointment. Employees will be given access to their eOPF or they will be provided a copy of the SF-50 to document the rehire action.

Section 5. For employees who work 90 days or more, The Employer will provide the employee a performance evaluation prior to termination and will discuss whether the rating will affect chances of rehire.

Section 6. When filling permanent positions from external sources, GUIS will give consideration, in accordance with applicable law, to qualified temporary employees who apply for said positions.

Section 7. Temporary employees will be given rehire information prior to separation.

Section 8. When a recruitment notice is issued for a temporary position covered by the bargaining unit, the union will be furnished with a copy of the notice.

Article 12 -- WORK ASSIGNMENTS

Section 1. Both parties understand the importance of an informed staff. The employer shall make every reasonable effort to assign work in a timely manner. This would include but is not limited to proper notice of assignment of work, change of tour of duty or duty station and scheduling for overtime or holidays, etc.

The Employer, at its discretion, will make a reasonable effort to provide a projection of work assignments.

When practicable, the Employer agrees to consider employee's input on the ways and means of accomplishing a project.

Annual work plans will be accessible to employees.

Section 2. The Employer agrees to make reasonable efforts to assign qualified bargaining unit members to perform work commensurate with their grade.

Article 13 -- TEMPORARY DUTY STATION

Section 1. Definition

Temporary duty assignments are those requiring temporary performance by an employee of the duties of his/her position at a different duty station (excluding those employees who routinely rotate among worksites e.g., fee collectors, lifeguards, interpretive staff, maintenance, etc.).

Section 2. GUIIS Duty Stations

Florida District

Gulf Breeze, FL
Pensacola Beach, FL
Pensacola, FL

Mississippi District

Ocean Springs, MS

Section 3. General

In the exercise of the Employer's right to assign work and change an employee's duty station, the Employer agrees to the procedures and appropriate arrangements contained in this article in an attempt to mitigate adverse impact on the employee.

Section 4. Scheduling and Notice

The scheduling of temporary change in duty station(s) will be accomplished as far in advance as possible. Personal hardships and commitments of an employee, or an employee's suggestions for accomplishing a project without a temporary change in duty station, will be taken into consideration.

Except for emergencies, all affected employees will be given a minimum of one pay period (14 days) advance written notice of a temporary change in duty station.

Section 5. Selection Procedures

Temporary duty assignments will be offered to qualified and available employees with requisite skills on the basis of volunteers. If there are no volunteers or an insufficient number of volunteers, temporary duty assignments will be selected from among a group of qualified employees with requisite skills on the basis of inverse order of seniority.

Section 6. Union Involvement

The employer agrees to fully consider employee or Union suggestions in developing cost-saving and productivity measures.

Article 14 – OVERTIME

Section 1. Distribution

The Employer has the right to assign work, which includes the determination as to which employees will perform particular work assignments (either during normal tours of duty or on an overtime basis). The Employer further maintains responsibility for determining the need for, scheduling, ordering and approving overtime work. In making such overtime determinations, if the Employer determines that more than one (1) employee is equally qualified to perform required overtime work then the Employer shall attempt to distribute overtime as equitably as possible among all such equally qualified employees consistent with specialized skills and abilities necessary to perform the work as determined by the Employer.

Section 2. The Employer agrees to post and maintain current work schedules of the days and shift hours of an employee's tour of duty at least one week before the start of the following pay period. It is agreed "needs of the agency" normally does not include superseding the negotiated overtime provisions and changing current posted schedules after the start of the pay period.

Section 3. Overtime will be administered in an effective and efficient manner. Qualified employees, including those who volunteer for overtime will be given consideration on a rotational basis. The final decision on all overtime assignments will rest with the Employer. Entitlement to premium pay will be determined in accordance with applicable laws and regulations.

In making overtime assignments, a supervisor, upon request of any employee, may relieve the employee of an overtime assignment provided another qualified employee is available and willing to work. Unless relieved by their supervisor, employees will be expected to work overtime for which they have been scheduled. When the Employer deems it necessary to cancel overtime, the employees will be given as much advance notice as is practical considering the particular circumstances involved in the cancellation.

Section 4. Callback overtime work performed by an employee on a day when work was not regularly scheduled for the employee or for which the employee has been requested to return to the place of employment shall be considered to be at least two hours in duration for the purpose of overtime pay, regardless of whether the employee performs work for two hours.

Article 15 -- COMPENSATORY TIME

Section 1. Employees may be authorized to earn compensatory time for irregular or occasional overtime which has been officially ordered and approved.

At their written request, employees may earn compensatory time in lieu of pay for irregular or occasional overtime. Authorized compensatory time is earned in 15 minute increments. The compensatory time may be used during the same pay period in which it was earned, or in a subsequent pay period. Simply because an employee requests to earn compensatory time in lieu of overtime pay, does not mean the supervisor is obligated to approve the request. If the pressures of workload or other factors do not permit the granting of compensatory time, the supervisor may require that the employee accept the overtime pay.

Section 2. Compensatory time off will equal one hour of compensatory time for one hour worked. Nonexempt employees will be paid overtime for unused compensatory time if compensatory time is not used within 26 pay periods. Payment will be at one and one-half times the regular hourly rate at which the overtime was earned.

Section 3. An employee whose rate of basic compensation is at or below the maximum scheduled rate for GS-10 must be paid for overtime worked unless the employee elects to receive compensatory time off instead of overtime pay. (Reference 5 CFR 550.114, and 5 CFR 551.531).

Section 4. A special type of compensatory time allows a Federal employee to elect to work compensatory overtime for the purpose of taking time off without charge to leave when personal religious beliefs require that the employee abstain from work during certain periods of the workday or workweek. This compensatory overtime may be earned in minimum periods of 15 minutes or multiples thereof. As this overtime may be worked before or after the use of Religious Compensatory Time – Used, a negative balance will be maintained in the employee's leave account until the time is earned.

All employees may earn Religious Compensatory Time, as it is not subject to the maximum aggregate salary limitation, and does not expire. (5 CFR 550.1002). All employees may be granted use of this type of compensatory time.

Section 5.

Compensatory Time:

- a. Compensatory time is time off from regularly scheduled work in lieu of overtime pay for irregular or occasional overtime hours previously worked. Compensatory time may not be granted in lieu of regularly scheduled overtime that is established in a tour of duty, regardless of whether the

overtime is scheduled within the 40-hour basis workweek or outside the 40-hour basic workweek.

b. Eligibility

- (1) General Schedule (GS) employees whose basic rate of pay is equal to or less than the maximum rate of a GS-10 may request compensatory time in lieu of overtime payment.
- (2) Only employees exempt from the Fair Labor Standards Act (FLSA) whose rate of pay exceeds the maximum rate of GS-10 may be required to take compensatory time off in lieu of receiving overtime payment.
- (3) For an employee to receive compensatory time off in lieu of paid overtime, the employee must request it in writing.
- (4) Management will not use coercion in order to persuade employees covered by b(1) of this section to accept compensatory time in lieu of overtime.

Section 6. Employees may carry over and accumulate compensatory time from pay period to pay period where workload or other valid considerations delay their use of it, subject to limitations established by agency policy. However, when due to reasons beyond the control of a FLSA non-exempt employee, compensatory time off is not taken prior to separation and no extension of the date is granted, overtime compensation should be paid. (5 CFR 551.531(d), (g))

Section 7. When an FLSA non-exempt employee separates from Federal Service or is transferred to another agency, the employee must be compensated for compensatory time to his/her credit in this special account. Such payment is the applicable hourly rate of basic pay (not overtime pay) in effect at the time the work was performed. (5 CFR 551.531(g)).

Article 16 -- HOURS OF WORK AND ALTERNATIVE WORK SCHEDULES

Section 1. The Employer will establish and schedule hours of work and tours of duty in accordance with applicable laws, regulations and this Agreement.

The basic work week for full-time, permanent employees will consist of five (5), eight (8) hour days, Monday through Friday, except when the Employer determines that employees are required to work weekends to provide services to park visitors and protection of park resources. Normally, no employee will be scheduled to work a tour of non-overtime duty that denies him/her less than two (2) consecutive days off per week.

Section 2. Employees may request to be placed on one of the following compressed fixed alternative work schedules:

Schedule I. (Ten-Hour Work Day) shall be eight (8), ten (10) hour work days, within each pay period. The daily schedule must include a minimum thirty (30) minute lunch period, the scheduled lunch period may be up to two (2) hours in length provided that the daily schedule totals ten (10) hours of work time excluding the lunch period. Once the schedule is requested and approved, the length of the lunch period is fixed and may not vary from day to day. The pay period will include six (6) non-work days. A ten-hour schedule may not include any combination of half-days or workdays less than ten (10) hours. The four (4) ten-hour work days and the three (3) days off should run consecutively.

Schedule II. (Five-Four-Nine) shall be eight (8), nine (9) hour work days and one (1), eight (8) hour work day, within each pay period. The daily schedule must include a minimum thirty (30) minute lunch periods, the scheduled lunch period may be up to two (2) hours in length provided that the daily schedule totals nine (9) hours of work time on eight (8) hour days and eight (8) hours of work time on the eight (8) hour day excluding the lunch period. The schedule will include five (5) non-work days in each pay period. Once the schedule has been approved, the length of the lunch period is fixed and must be the same length each work day. A 5-4-9 schedule may not include any combination of half-days or work days of less than eight hours. Work days and days off should run consecutively.

Under compressed alternative schedules, the employee's scheduled work day may begin no earlier than 6:00 am and end no later that 6:00 p.m.

An employee wishing to continue working eight-hour days, five days a week, may request approval of an alternative eight-hour schedule beginning as early as 6:00 a.m. or as late as 9:00 a.m. daily. If approved, the schedule must include a minimum of thirty (30) minute lunch period and eight (8) scheduled hours of work each day.

Section 3. Each employee may request to be placed on an alternative schedule. An employee request for an alternative schedule must be in writing and received by his/her

immediate supervisor or designee at least two weeks prior to the proposed effective date. The Employer will respond to the employee's request within one week of receipt of the request. An employee wishing to change a previously approved schedule must follow this same procedure. Administration of hours of work will be accomplished in a fair, equitable and impartial manner.

Section 4. Except in emergencies, the employee will be given two weeks notice prior to the effective date of changes to an approved alternative work schedule (AWS). Failure to give the advance notice will not interfere with management's rights to effect AWS changes when necessary. When it is necessary to change a schedule, the employee will be advised of the reasons for the change.

Section 5. The Employer may remove any employee from participation in alternative work schedules because of employee abuse or irresponsibility.

Section 6. Nothing in this Agreement may (1) cause reduced productivity, (2) diminish in any way the level of services furnished to the public; or (3) increase the cost of operations. If the Employer determines that any of these situations have resulted from alternative work schedules, the Employer may make schedule changes. The impact and implementation of changes in adjustments in AWS is subject to negotiation.

Section 7. Flexible Work Schedules

A flexible work schedule is a biweekly work requirement that allows an employee to determine his/her own schedule within the tour of duty limits set by the organization. The types of flexible schedules vary greatly:

- a. Flexitime is a flexible schedule that includes an 8-hour day, 40-hour week, and 80-hour pay period. The employees' arrival and departure times may vary from day to day within a flexible band at the beginning and end of each day. Each day will include set core hours during which all employees scheduled to work that day must be on the job. A lunch period must be taken mid-day, or mid-shift, and be at least 30 minutes long. The lunch period may be as long as 2 hours and may vary in length from day to day, provided the daily schedule totals 8 hours of work time excluding the lunch period.
- b. Flexitour is a fixed schedule that does not vary from day to day. The arrival and departure times are according to a set, written schedule requested by the employee and approved by the supervisor in advance. The schedule includes 10 workdays in each pay period. A lunch period must be scheduled mid-day, or mid-shift, and be at least 30 minutes long.

The scheduled lunch period may be as long as 2 hours, provided the schedule still includes 8 hours of actual work time, excluding the lunch period. Once the schedule is approved, the length of the lunch period is fixed and must be the same length each workday. The pay period will also include 4 non-workdays. This schedule is different from the normal eight-hour schedule because the scheduled arrival and departure times

do not have to coincide with the traditional 8-hour schedule and the employee may schedule a lunch period longer than the minimum 30-minute lunch period. This schedule, subject to supervisory approval, may consist of any combination of 10 workdays in a pay period.

Section 8. Flexible-Compressed Schedule (Maxi-Flex) is a schedule with a minimum of 80 hours of work time within each pay period. The arrival and departure time may vary from day to day within a flexible band at the beginning and ending of each day. Each day will contain set core hours when all employees scheduled to work that day must be on the job. A lunch period must be scheduled mid-day, or mid-shift, and be at least 30 minutes long. The scheduled lunch period may be as long as 2 hours and may vary in length from day to day, provided the schedule totals 80 hours of work time in a pay period.

Employees who fail to complete 80 hours of work time in a pay period must use (subject to supervisory approval) either annual leave, sick leave (as appropriate), accrued credit hours, accrued compensatory time, or leave without pay to complete the 80 hour requirement of each pay period.

Section 9. Credit Hours

a.. An employee on a flexible work schedule may work more than 80 hours in a pay period and accrue credit hours. Credit hours are defined as hours of work within the tour of duty, 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 workday or a weekend.

Credit hours can be earned in 15-minute increments or multiples thereof. Subject to any limitation prescribed by the Office of Personnel Management or the employing agency, a full-time employee on a flexible work schedule can accumulate a maximum of 24 credit hours. Hours earned in excess of the maximum must be used within the pay period in which earned; otherwise, they are forfeited. Part-time employees can accumulate a maximum of one-fourth of the hours in their biweekly work requirement during their regularly established tour of duty. For example, if a regular schedule is Monday through Wednesday, the employee can earn credit hours on Monday, Tuesday, or Wednesday only. (Reference 5 U.S. Code 6126)

b. Credit hours may be requested and used in lieu of other types of excused paid leave in accordance with the policies of the Agency. Credit hours can be used in 15-minute increments or multiples thereof. To request use of credit hours, employees will submit a Request for Leave form to their supervisor for approval.

Upon separation or transfer from the Agency, an employee will receive the basic rate of pay for all credit hours in their account not to exceed 24 hours. Additionally, any employee who is on a flexible work schedule program under 5 U.S. Code 6122 and who is no longer subject to such a program shall be paid at then current rate of basic pay. (Reference 5 U.S. Code 6126)

Section 10. Each office using a flexible schedule in which arrival and departure times vary daily for employees must be able to certify time for pay purposes.

Article 17 -- FLEXIBLE WORKPLACE PROGRAMS

Flexible workplace, or telecommuting, refers to paid employment performed away from the office, either at home or at a satellite worksite, for an agreed-upon portion of the workweek. Work at home arrangements are designed to benefit the employee and the organization by meeting employee needs as well as management, organizational, and operational traffic congestion, and energy consumption.

Section 1. The temporary work-at-home program provides for a temporary work-at-home situation for a specified period of time to meet a particular need. This program may be used to accommodate employees who are recovering from illness or injury, or to allow for other temporary or occasional work-at-home arrangements.

Examples of Temporary Work-At-Home situations include the following:

- a. Working at home while recovering from illness or injury or for temporary absences (such as pregnancy). In situations involving an employee's illness or injury, the employee must provide certification from the employee's physician. The certification must document the employee's illness or injury, specify the expected length of the absence, indicate that the employee is physically able to perform work at home, and identify any work restrictions, if any.
- b. Staying at home to care for an ill or temporarily disabled member of the immediate family. Time can be charged as work time only when the employee is able to devote full attention to performing official duties. Time devoted to family member care must be charged to appropriate leave. Medical documentation concerning the need for the employee to care for family members must also be obtained.
- c. Enabling employees to be taken off workers' compensation, either on a full-time or part-time basis.
- d. Working on individual projects that are conducive to being accomplished in a work atmosphere with fewer interruptions and not requiring excessive additional equipment to be permanently assigned to another work site.

The time an employee does not work must be charged to leave. Work can also be done partly at home and in the office, depending on the employee's individual situation. The main issue is whether there is sufficient productive work that can be done at home to occupy at least part of the employee's regular work schedule while away from the office.

The first level supervisor reviews an employee's request for Temporary Work-at-Home situations and, if approval is recommended, submits the request through the appropriate management channels for approval by the Superintendent or his/her designee.

Section 2. The flexiplace program provides for a continuing work-at-home situation. It provides for working at home for one or more days within a specified time period, or in an office very near home, rather than in the traditional office. Often, computers and modems are used to transmit data, information, and work products over the telephone.

The amount of time spent working at home can vary from as little as one or two days each quarter to nearly full-time.

Potential uses of this program include (but are not limited to):

- a. Reasonable accommodation for employees with disabilities who may experience some difficulties traveling to and from work or working in a particular environment.
- b. Facilitate job sharing.
- c. Shared office space. Two employees work at home half-time and at the office half-time on alternating days.
- d. Dual career situations.

Section 3. A flexiplace work agreement covering the terms and conditions of the flexiplace program is required for all participants. The work agreement reflects the willingness of the supervisor and employee to adhere to applicable guidelines and policies.

Section 4. Participation in the flexiplace/telecommuting program is not a right. The supervisor is responsible for deciding if the position is one that is appropriate for off-site work and for examining both the content of the work and the performance of the employee. If the supervisor believes the flexiplace arrangement is not working (for example, the employee's performance declines or the participation interferes with organizational needs), he/she has the right to end an employee's participation in the program.

Section 5. There are six basic factors to be considered by the employee's supervisor and manager before approving any flexiplace agreement:

- a. **Work Situation.** The primary consideration that must be taken into account is whether the duties performed by the employee in his/her official position can be done at home or in a satellite office in a successful manner. If the work cannot be accomplished away from the main work site, no other factors need be considered.
- b. **Employee Considerations.** To participate in a flexiplace program, the employee's past performance and conduct must demonstrate the level of reliability, independence, responsibility, and trustworthiness necessary for successful performance away from the official workplace and on-site supervision.
- c. **Work Measurement.** There must be a reasonable way for the employee's supervisor to assess the amount of work produced at home to make sure it is comparable to the work produced over a similar time at the main work site. Supervisors may measure employee productivity through review of completed work products, overall work statistics, etc. They may also visit the employee at the home work-site during scheduled work hours, although such visits should be made on an appointment basis. The employee should be able to quantify the work, which may entail keeping a daily journal or checklist.
- d. **Work Site.** The home or satellite office must be reasonably safe and conducive to efficient, productive work by the employee. The employee must be able to work

without being distracted or interrupted by undue noise, childcare responsibilities, visits from neighbors, friends, etc. Work-at-home arrangements are not to be used as an alternative to child or other dependent care responsibilities. Childcare arrangements must be provided for.

- e. Telecommuting Sites. Use of other office sites for specific days per week may be an appropriate and cost effective flexiplace arrangement.
- f. Cost Effectiveness. Any additional government costs for working at home beyond those for working at the official duty station must also be taken into account in deciding if a flexiplace arrangement is beneficial to the government.

Section 6. The minimum time for duty at the home workstation should normally be in full workday increments (an exception to this may be employees who are working at home due to medical incapacitation). The employee should normally be required to report to the official duty station at least one workday per pay period. The Employer will try to give a 24-hour notice of meetings requiring the employee's presence at the work site, but in an emergency or urgent work requirement, the call back may be immediate during working hours.

Holiday, Sunday, alternative work schedules; etc. rules and pay requirements apply the same as at the office work site.

Article 18 -- HEALTH AND SAFETY

Section 1. General

The Employer agrees to provide a safe and healthful work place in accordance with the Occupational Safety and Health Act of 1970, Executive Order 12196 as implemented by Director's Order-50A, 50B or 50C, and reference manuals associated with each; and all 29(CFR) Code of Federal Regulations pertaining to Occupational Safety and Health in the workplace. Specific health and safety matters may be negotiated by the parties pursuant to Chapter 71 of Title 5 of the U.S. Code.

The Employer has established a safety and health committee. The Union will have a full member on the committee. The parties mutually agree to cooperate in common efforts to create and maintain safe and healthy workplace and safe and healthy working habits and conditions to minimize accidents and to prevent lost work time due to illness or injury.

Section 2. Risk Management Program Elements and Work Plans

The Employer agrees to develop an annual (fiscal year) work plan that specifies goals for the enhancement of employer and public safety. The plan will follow the Government Performance Improvement Act (GPRA) guidelines, and will incorporate the Risk Management Program Elements as outlined in the National Park Service Safety and Occupational Health Reference manual, and Director's Order 50B. The Employer will consider input from the Union. The Union will be provided with a copy of the final plan.

Section 3. Workspace Accommodation

The Employer agrees to provide clean and adequate sanitary facilities and indoor environment conditions. If it is determined that the above conditions are not adequate in any work area, corrective action will be taken to the extent feasible.

Employees in an office workspace will be provided the following:

- a. Ergonomically correct office equipment.
- b. Employee aids such as back supports, hand and wrist braces, special lighting and other aids deemed necessary for an employee to perform the duties of his/her position in a safe and healthful manner provided proper medical documentation is furnished.

Section 4. Health and Safety Codes and Standards

The Employer agrees to comply with applicable safety, health, environmental and related trade codes and standards. Where conflicts arise between codes and standards, the more stringent requirements will be used.

Section 5. Employee Provided Information

The Employer shall conspicuously post in the workplace in both Florida and Mississippi Districts, a copy of the OSHA poster - the Occupational Safety and Health Act of 1977, the Executive Order 12196 and a current copy of the Gulf Islands National Seashore documented safety program. Hard copies of GUIIS Risk Management Plan will be available at Headquarters, Fort Pickens, NLO Maintenance Compound, and Davis Bayou.

The Employer agrees to provide the necessary information and training conducted by a qualified instructor so that every employee is fully informed, trained and qualified to carry out their assigned work safely.

The employer retains the right to determine the qualifications necessary to provide the required training. The Union may request to review the qualifications of the instructors.

Section 6. Hazardous and Harmful Materials

The Employer will maintain up to date records, labeling and inventory of all hazardous materials in the workplace and applicable Material Safety Data Sheets (MSDS) will be made available at all work areas. All affected employees will be informed of any potential exposure to hazardous materials as required by the OSHA Right to Know Regulation.

The Employer agrees to notify (by phone or email) the Union of a hazardous substance spill of reportable quantity, normally within 24 hours.

Section 7. Personal Protective Equipment

The Employer agrees to provide all personal protective equipment, health equipment and supplies which are necessary according to OSHA standards and/or required by the employer for an employee to perform his/her duties in a safe and healthful manner.

Section 8. Job Hazard Analysis (JHA)

The Employer agrees to complete a Job Hazard Analysis (JHA) within a reasonable time as a result of an Unsafe Conditions Report as deemed necessary.

A JHA will be made available and be reviewed and discussed jointly by the employee and appropriate management designee.

A copy of all JHAs will be provided to the Union upon request.

Section 9. On the Job Injury and Illness

Employees shall report to their supervisor all injuries or occupational illnesses which occur on the job. The Employer shall expeditiously process and forward to OWCP all documentation required which is within the agency's control when an employee sustains an on-the-job injury or contracts an occupational disease. The employee may furnish copies to his/her doctor, the NFFE Local or other personal representative. The Employer agrees to provide employees with assistance in processing claims under the Federal Employees Compensation Act (FECA).

The Employer will take appropriate action to insure:

- a. The employee has an opportunity to receive treatment in a timely manner from his/her personal physician or emergency situation as appropriate.
- b. The employee is informed of his/her rights under the Federal Employee's Compensation Act.
- c. When documented medical data and/or opinion of a medical practitioner show that the work environment is contributing to an employees' medical problem, the Employer will make every reasonable effort to place the employee in a suitable environment to protect the employees' health.
- d. Employees will be granted reasonable amounts of duty time for preparing CA-1's, CA-2's, and CA-16's.
- e. All employee records are to be maintained in the employee medical file according to appropriate regulations.
 - 1) An employee shall have access upon request (within 5 working days) to his/her medical file.
 - 2) All employee records shall be kept confidential and copies will only be released with a written consent of employee.

The Union will be provided summaries of all information regarding recorded occupational injuries and illnesses (OSHA 200).

Section 10. Report of Unsafe and Unhealthful Conditions

Any employee or representative of employees, who believes that an unsafe or unhealthful working condition exists in any workplace where such employee is employed, shall have the right and is encouraged to make a report of the unsafe or unhealthful working condition to an appropriate management official and request an inspection of such workplace for this purpose.

An employee may suspend work activities if he/she has a reasonable belief that continuing this work poses a risk of imminent death or serious injury, and where there is insufficient time for corrective action or redress through normal abatement procedures (Situations may include, but are not limited to temperature, relative humidity, wind, precipitation, and air quality). The employee will then promptly contact the supervisor

as appropriate. The supervisor or his/her designee, shall inspect the work area or hazard and ensure that the work is safe (or may be safely handled) before requiring the employee to carry out the work assignment.

The employee will promptly contact the supervisor or other management official as appropriate.

Executive Order (E.O.) 12196 requires that agency inspections be conducted within 24 hours of employee reports of imminent danger conditions, within three (3) working days of potentially serious conditions, and within 20 working days for other than serious safety and health conditions. However, an inspection may not be necessary if, through normal management action and with prompt notification to employee's, employees' representatives and safety and health committees, the hazardous condition(s) can be abated immediately.

An agency's inspection or investigation report, in any, shall be made available to the employee and employees' representatives making the report within 15 days after completion of the inspection for safety, or within 30 days for health violations.

Any report of unsafe or unhealthful working condition above, whether written or verbal is not a grievance. Although employee's and the Union retain the right to formally grieve any safety issue that may arise per Article 38.

Section 11. Hazard Abatement Procedures

The Employer will, to the extent feasible, eliminate identified safety and health hazards. The Employer will apprise employees of workplace hazards. Following the initial report of an unsafe or unhealthful working condition, The Employer would follow the procedures outlined in the park safety plan. Whenever such conditions cannot be readily abated, The Employer shall inform the Union and shall arrange a reasonable timetable for abatement including a schedule of interim steps to protect employees.

The Union will be provided copies of all inspections, reports, (annual and special regional (CAP)).

Section 12. Inspections

The Employer shall conduct at least an annual walk through inspection of all work, living or other areas that affect the working conditions or conditions of employment of bargaining unit employees. The Union's Representative shall be given reasonable notice of the annual inspection.

The Union representative will be allowed time to be present at any safety or health inspection.

The Employer will furnish a copy of any safety and/or health inspection report to the Union.

Section 13. Security measures will be in place for employees working alone who handle money.

Section 14. The Employer will provide communications capability commensurate with the job. The Employer will maintain and make available the park's wireless communication plan.

Article 19 -- HIRING PRACTICES

Section 1. The Employer agrees to comply with the provisions of applicable laws and regulations governing hiring and employment.

Section 2. The Employer agrees to give consideration to full-time permanent employees who request reassignment to permanent part-time.

Section 3. The Employer agrees to comply with the NPS Special Placement Process.

Section 4. The Employer agrees to comply with the provisions of applicable policy governing dual career placement.

Section 5. The Employer agrees to post notices of park vacancy announcements on the FL and MS Bulletin Boards and on Sharepoint.

Prior to hiring additional employees (temporary or permanent), subject to furlough positions may be considered for additional hours or changed to full time positions.

Article 20 -- CLASSIFICATION AND POSITION DESCRIPTIONS

A. POSITION DESCRIPTIONS

Section 1. Each employee will be provided a copy of a position description recording the major duties and responsibilities of his/her position. Each employee is entitled to a complete and accurate position description.

Any employee who feels that he/she is performing duties outside the scope of the position description or that his/her position is inaccurately described, may request, through the immediate supervisor or designee or designee, that the position description be reviewed.

The employee shall make a summary of the inaccuracies and/or additional duties not described. The position is then to be reviewed and the findings discussed with the employee by the employee's immediate supervisor or designee within 30 days of the employee's request for review.

Section 2. Employees are encouraged to periodically review their position descriptions for the jobs they occupy and to discuss changes in the primary regular and recurring duties with their first level supervisors.

B. CLASSIFICATION

Section 1. An employee may request, through the immediate supervisor or designee, or directly to the park administrative office, a desk audit of his/her position. The Employer shall respond to this request within 30 days unless the parties mutually agree to extend the response period. If an employee's request is denied, he/she shall be advised of his/her right to request a classification appeal in accordance with this article, and shall be advised of his/her right to union representation.

If the desk audit findings support the need for a new position description, the Employer will submit a revised position description and SF-52 within 30 days from the date the desk audit findings are concluded.

Section 2. In the event an employee's position description is submitted for classification to any entity outside the park, the employee will be advised of the submission and provided with a copy of the draft position description.

Section 3. Employees are free to appeal the classification of the position to which assigned at anytime without fear of reprisal or prejudice.

Wage Grade employees must first appeal to the Director, National Park Service, or the Office or the Secretary of the Interior. They may appeal to the Office of Personnel

Management after the National Park Service or the Department has rendered a decision.

General Schedule employees may appeal either to the Director, National Park Service, the Office of the Secretary, or the Office of Personnel Management.

A General Schedule employee is limited to only one administrative level of appeal in the Department. General Schedule employees may appeal to the Office of Personnel Management at any time.

Section 4. Classification standards and procedural regulations are available via the internet on the Office of Personnel Management web page (www.opm.gov) and are available for review by employees.

Section 5. Normally, an employee will be notified whenever his/her position is to be desk audited. Such notification shall include the employee's right to seek the advice of a Union representative prior to the audit. In addition to the audit, the employee may make a written or verbal presentation to the classifier concerning the classification of his/her position.

Article 21 -- EXEMPT/NON-EXEMPT STATUS

The employing agency may designate an employee FLSA exempt only when the agency correctly determines that the employee meets one or more of the exemption criteria in part 551 of title 5, Code of Federal Regulations (CFR), and supplemental guidance issued by OPM.

Article 22 – TRAINING

Section 1. Determination

Although it is expected that employees are basically qualified to perform their duties as a prerequisite to employment, the parties recognize the possible need for additional training or retraining, of employees to maintain and improve the competence of the work force. The parties agree to encourage employee self-development.

Section 2. Definition

In accordance with 5 U.S.C. §4101, 5 CFR 410, the parties recognize that training is defined as the process of providing for and making available to an employee, and placing or enrolling the employee in a planned, prepared, and coordinated program, course, curriculum, subject or system, or instruction or education, in scientific, professional, technical, trade, clerical, fiscal, administrative, or other fields which are or will be directly related to the performance by the employee of official duties for the Government, in order to increase the knowledge, proficiency, ability, skill, and qualifications of the employee in the performance of official duties.

Section 3. Administration

The Employer is responsible for administering training programs in a manner which attempts to improve employee efficiency, improve the public service, increase the efficiency and economy of the Government, build and retain a skilled and knowledgeable workforce, encourage use of modern practices and techniques in the conduct of the Government's business, improve an employee's potential for career progression, and assist employees assigned to a new job classification as result of a reduction-in-force, reorganization, or transfer of function. The Union may present concerns relating to the administration of the training program to the Employer.

Section 4. Attendance

Mandatory attendance at training courses may be required in accordance with existing regulations.

Section 5. Scheduling

The Employer will endeavor to schedule training courses, when possible, during duty hours. Time spent in approved training after normal duty hours will be considered for overtime or compensatory time purposes in accordance with 5 CFR 410.402 (a), (b) and applicable Departmental and NPS regulations.

Section 6. Expenses

The Employer agrees to pay for employee training and related expenses when such training is job related, required for more effective performance of duties, is necessary for economical and effective administration of the work of NPS, and has been officially approved by the Employer. Partial or full reimbursement, if approved, shall be in accordance with existing policies and regulations. If an employee fails to complete a non-government course, the Employer may seek to recover all or part of the costs from the employee.

Section 7. Union Training

The Employer agrees to grant official time in the amounts stated below to employees who are Union officials for the purpose of attending Union-sponsored training sessions, and other training, provided the training is concerning representational responsibilities and is of mutual benefit to the Union and the Employer, and provided that the Union pays the entire costs of the training. The Union will be authorized 160 hours the first year of this contract and for subsequent years 120 hours of official time per fiscal year. This does not include joint labor-management training.

Section 10. Individual Development Plan (IDP)

Permanent and Term employees shall have an Individual Development Plan (IDP) developed between the employee and supervisor. Temporary employees are eligible for training. The IDP should include but not be limited to:

- a. Required Mandatory Training
- b. Necessary training to adequately perform duties of current position.

Notice of mandatory training for the upcoming fiscal year will be provided to employees. Course times, dates and locations will be provided to employee when available.

As part of the IDP process, the supervisor will provide employee with a list of needed training that he/she feels the employee should attend to perform present duties.

Information regarding potential funding sources for employee development will be disseminated to all employees as information becomes available

Upon completion of the IDP, employee may be given time to pursue additional information related to the plan.

Employee will be notified prior to Supervisor/Employee IDP meeting.

IDP will be finalized by November 30 each year and signed copies given to employees at that time.

Time will be allowed for full discussion to develop the IDP. If needed, additional time will be given. Employee will not be limited to a specific number of training requests.

The employee may choose to speak with the next level of supervision or their union representative. The supervisor and employee will discuss the employee's training priorities and career goals. The employee's proposed training needs will be considered.

When requesting training, the employee will provide a copy of a training application to the supervisor. The employee will have the opportunity to discuss with the supervisor the merits of the application and how it will benefit the employee and the Service. The supervisor will fully consider the employees comments and respond in a timely manner. The employee may file a grievance. The final selection and approval for training will be done by the Employer.

The nomination and selection of employees for all training and career-development programs, and the allocation of time, will be made in a fair and impartial manner.

Where appropriate, in-house training will be conducted by a qualified instructor.

The Union and the Employer mutually agree to abide by existing NPS policy addressing the issues of training and hours of work.

Article 23 -- MERIT PROMOTION

Section 1. Promotion in the competitive service will be processed in accordance with merit principles, which provides for placement or promotion from among the best qualified candidates available, and the National Park Service Merit Promotion Plan. Selection shall be made without regard to political, religious or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying Physical handicap or age and shall be based solely on job-related criteria.

The Employer also has the right to fill positions by promotion or by selection from other appropriate sources, such as reemployment priority lists, veterans recruitment eligibles, transfers from other Federal agencies, reassignments, reinstatement of former Federal employees, appointment or conversion of cooperative education students, employment of the handicapped or competitive appointment from appropriate Office of Personnel Management (OPM) certificates of eligibles. In deciding which source or sources to use, selecting officials have an obligation to determine which would best meet the Service's mission objectives, contribute fresh ideas and viewpoints, and meet affirmative action goals.

The Employer recognizes the benefit to promoting from within the bargaining unit whenever appropriate.

Article 24 -- TEMPORARY PROMOTION AND INTERNAL PLACEMENTS

The Employer agrees that employees assigned to an established higher graded position should be temporarily promoted when eligibility requirements permit.

The Employer agrees that when an employee is assigned to an established higher graded position (and meets eligibility requirements) for more than 30 calendar days, an SF52 will be initiated to temporarily promote, with pay, the employee for the remainder of the time necessary for the employee to serve in the established higher graded position, up to a maximum 120 calendar days. If an employee is not promoted, they will be notified in writing of the reasons for non-promotion.

Should an administrative error occur and the SF 52 not be initiated within two (2) pay periods from the date the employee was assigned to the established higher graded position, the matter may be grieved.

Article 25 -- PERFORMANCE MANAGEMENT SYSTEM

Section 1. Governing Regulations

The performance appraisal system of the NPS is governed by Chapter 43 of the Civil Service Reform Act, and DOI 370 DM 430.

Temporary employee performance appraisals will follow the National Park Service's *Performance Appraisal Policy for Temporary Employees – using NPS Supplement #1 to DI-3100 and NPS Supplement #2 to Part E*.

Section 2. Critical Elements

The employee and the rating official shall meet at least once each year to review/develop employee performance plan for the upcoming rating year. The duties and responsibilities of employees, as described within official position descriptions of record, shall serve as a basis for the development of critical elements. The critical elements shall be in writing and be signed by the employee and the rating official. Normally, this process will be completed within sixty (60) calendar days of the beginning of the rating period or with sixty (60) calendar days upon assumption of a new position or when the employee has a significant change in critical elements. Amendments may be made to the critical elements in this same manner during the rating year on an as-needed basis and should be noted with both the supervisor's and employee's initials. Employees will be rated only on those critical elements that are in effect during the performance appraisal period. Employees must be made aware of the critical elements prior to being rated on that critical element. Employees shall receive copies of their established performance plan, including critical elements and any amendments to the critical elements.

Supervisors and employees are encouraged to work to resolve any disagreement which may exist concerning the development of employee critical elements. However, as the Employer retains the right to assign work, if such disagreements cannot be mutually resolved, the Employer shall make the final critical elements determinations. It should be noted that an employee's signature on the performance plan does not necessarily indicate agreement with the plan, but merely indicates that the plan was communicated to the employee in writing.

Section 3. Objectivity of Ratings

In the interest of providing objectivity to an employee in a performance appraisal, it is recognized that an employee must have been in his/her position and worked under established standards for at least ninety (90) calendar days before being eligible to receive a summary performance rating.

The provisions of the Departmental Performance Appraisal Handbook shall be applied in determining the performance appraisal for employees who:

- a. Have not worked in the same position or had the same supervisor for a ninety (90) calendar day period;
- b. Have transferred from other agencies/bureaus;
- c. Have been on details or temporary assignments; or
- d. Have undergone long-term training or developmental assignments.

The rating official will assign each critical element a specific numerical value.

Exceptional = 5, Superior = 4, Fully Successful = 3, Minimally Successful = 2, Unsatisfactory = 0.

Expectations for meeting each critical result must be communicated to the employee.

Performance criteria must be in effect for at least ninety (90) days before an employee's performance can be evaluated using those criteria.

Section 4. Progress Reviews

Upon employee's request, the rating official will privately discuss the employee's job performance during the appraisal period. During progress review(s), if deficiencies in the employee's performance have been identified, ways will be suggested for the employee to improve their performance. It is understood that at least one progress review will be conducted near mid-term each performance rating year.

If an employee's performance falls below acceptable levels, the rating official will meet with the employee and discuss how his/her performance can be brought up to an acceptable level. Any discussion between the rating official and the employee regarding actions taken to improve less than Fully Successful performance will be documented, and a copy of the documentation given to the employee.

If an employee's performance falls to the Unacceptable level, the employee will be provided the opportunity (a minimum of 60 days) to raise their performance to at least the Minimally Successful level. It is expected that the employee will raise their performance to the Fully Successful level.

Section 5. Annual Performance Evaluations

The rating official will meet with employees at the end of the rating period to discuss overall employee performance and to discuss performance of individual critical elements. Employees shall be provided copies of the annual performance rating.

An employee may make a written response to the rating. Responses should be limited to performance accomplishments during the rating period and performance-related

issues the employee feels should be included as part of the rating record. The responses must be signed and dated by the employee and reviewed by the rating official and will be filed with the rating of record. The rating official will acknowledge receipt by initializing and dating the employee response. An attached employee response may be removed at the employee's request. If an employee is rated less than fully successful he/she shall be informed in writing of his/her right to grieve that determination.

Section 6. Reconsideration of Performance Appraisal

When an employee receives a performance appraisal rating with which he/she does not agree, the employee may ask for reconsideration of that appraisal by filing a request for review within fifteen (15) calendar days after receipt of the summary rating. The employee's request for review must be submitted to the Rating or Reviewing Official.

The employee's request must contain the reasons for requesting review, including which elements of the rating are in dispute and for what reason(s) and any other specific information which might lend support to the reconsideration.

The Employer will provide the employee with a written decision concerning the request for reconsideration within twenty (20) calendar days following receipt of the request.

The reconsideration decision may be grieved through the negotiated grievance procedure.

Section 7. Within-Grade Increases (WGI's)

In order to justify granting a within-grade increase, the employee's most recent performance appraisal must support the conclusion that the employee is performing at a Fully Successful level. If the appraisal does not support that conclusion a written statement must be prepared which contains the reasons for granting/denying the increase. If a less than Fully Successful determination is made, the employee shall, within fifteen (15) calendar days of the date the employee became eligible for the increase, be advised in writing of the determination. Failure to give the notice shall not entitle an employee to a within-grade increase that would not otherwise be given.

The notice shall include:

- a. The reasons for the negative determination and the areas in which the employee must improve performance in order to receive a within-grade increase. (Note: The employee should be told what he/she needs to do to be at a Fully Successful level so it is clear what performance is necessary for the within-grade increase to be granted in the future.)
- b. Notice to the employee of his or her right to file a grievance;
- c. Notice to the employee of his/her right to request Union representation.

- d. If a negative determination is reversed by the Employer the date of the increase will be the original effective date.

Section 8. Employees may request an advisory rating for details in excess of 90 calendar days.

Article 26 – AWARDS

Section 1. Awards have the effect of motivating employees to increase their productivity and creativity for the benefit of the agency and its customers. Award programs will be equitable in opportunity and there must be fairness and equity in the distribution of awards.

The Parties agree that an Incentive Awards Program is a beneficial program through which employee accomplishment may be recognized. The Employer will maintain an Incentive Awards Program consistent with Departmental and OPM regulations. The Employer will act promptly on employee contributions to encourage maximum employee participation and will identify program or operational areas in which superior work results warrant the consideration of an employee for cash awards, commendations and honorary awards.

Section 2. In the event the Superintendent establishes a task force to review the park awards policy, the Union may designate a representative.

Section 3. Employee Recognition: An award is something bestowed or an action taken to recognize and reward individual or team achievement that contributed to meeting organizational goals or improving the efficiency, effectiveness, and economy of the Park Service operations or is in the public interest. Specific awards may be (but not limited to) monetary, non-monetary, Quality Step Increases, Performance Awards, Time off, letters of commendation, productivity improvement, Star awards, etc.

Section 4. An appropriate award presentation will be scheduled.

Section 5. Upon request by the Union, not more than quarterly, The Employer will provide a list of all employee awards. This will include type of award, monetary amounts, summary of accomplishment, grade, bargaining unit status, and position title.

Article 27 -- FURLOUGHES

Employees hired subject-to-furlough may be furloughed in accordance with the conditions of their appointments without regard to the provisions of this Article.

Section 1. This article sets forth procedures which will be followed if The Employer determines it necessary to furlough career employees because of lack of work or funds, or other non-disciplinary reasons.

Section 2. The Employer will notify the Union of a proposed furlough 60 days before the employees are notified. The Employer will advise the Union of the reason for the furlough, the number, names, titles, series and grade of all employees affected, and the measure which The Employer proposes to take to reduce the adverse impact on employees. The employees will be given specific notice (30-days notice for furlough of less than 30 days, 60 days for furloughs in excess of 30 days).

Section 3. The following matters involving furloughs are appropriate matters for negotiations between the Parties, but are not limited to:

- a. The content of furlough notices.
- b. The content of solicitation of volunteers for furlough.
- c. Scheduling of consecutive or nonconsecutive furlough days.
- d. Provisions for keeping the Union informed of furlough developments.
- e. Selection criteria of employees for furlough among a group of qualified employees by seniority.
- f. All procedures and appropriate arrangements to lessen impact of affected employees.

Section 4. The Employer will not schedule the number of workdays per week for the purpose of disqualifying furloughed employees from unemployment compensation.

Section 5. Furloughs for more than 30 days

- a. Where furlough involves only a segment of an organization within a commuting area, and the furloughs are for more than 30 days, The Employer will consider the following:
 - 1) Detailing or reassigning employees to vacant positions.
 - 2) Restructuring of positions, including unfilled positions to allow adversely affected employees to fill positions.

Section 6. Identification of Furloughed Employees

- a. Furloughs of 30 Days or Less:

- 1) Volunteers: When it has been determined to furlough some, but not all employees in the same competitive level within the bargaining unit, The Employer agrees to first solicit volunteers. If more volunteers are available than furloughed positions, selection will be based on the service computation date starting with the highest Reduction-in-Force (RIF) retention standing. Non-selection of volunteers will be based on legitimate job-related reasons.
 - 2) If a sufficient number of volunteers is not available for furloughed positions, selection for furlough beyond the volunteers will be based on service computation date starting with the lowest RIF retention standing.
- b. Furloughs for more than 30 days will be in accordance with 5 CFR 351 and U.S. Office of Personnel Management guidance.

Section 7. Recall of Employees from Furlough

- a. Furloughs of 30 Days or Less: When The Employer recalls employees to duty in the same competitive level within the bargaining unit; it will be in order of service computation date starting with the highest RIF retention standing.
- b. Furloughs for more than 30 days will be in accordance with 5 CFR 351 and U.S. Office of Personnel Management Guidance.

Section 8. Scheduling

- a. For furloughs of 30 days or less (short furlough), the total number of days which the employee may be furloughed shall not exceed 30 days (if consecutive) or 22 workdays (non-continuous).
- b. The Employer may reduce the number of days of the furlough if it finds that fewer days are necessary due to changed circumstances. To increase the number of days, a new notice and identification process is required. The Parties will negotiate as appropriate.

Section 9. Leave During Furloughs

For hardship cases, The Employer will consider deferring a furlough for employees on sick leave.

Section 10. Emergency Furloughs

Consistent with 5 CFR 752.404(d)(2), advance written notice to employees with an opportunity to answer are not necessary for furlough with pay due to unforeseeable circumstances, such as equipment breakdown, act of God, or sudden emergencies requiring the immediate curtailment of activities. When The Employer is made aware of a possible Government shutdown, it will:

- a. Notify the Union and provide copies of any official notices received which advise the agency of a potential furlough.

- b. Provide bargaining unit employees potentially affected by such a furlough written information addressing their rights, benefits and obligations.

Article 28 -- REDUCTION IN FORCE

Section 1. Definition

For purpose of this Article, a reduction in force (RIF) occurs when a permanent employee is released from his/her competitive level by: separation, demotion, furlough for more than thirty (30) days, for reassignment requiring displacement; when lack of work or funds, reorganization, reclassification due to erosion of duties when a RIF will take effect within 180 days, or the need to make a place for a person exercising re-employment or restoration rights, requiring the Employer to release the employee.

Section 2. Alternatives

It is agreed that the Employer will attempt to avoid or minimize the impact of realignments and or RIF's prior to separating employees. Such action may include meeting ceiling limitations through attrition, reassigning affected employees to vacant positions, or terminating appointments of one year or less.

Section 3. Notice

The Employer agrees to inform the Union and affected employees at least sixty (60) days prior to implementation of the RIF, unless the RIF is caused by circumstances not reasonably foreseeable. As soon as specific information is known, the Employer will notify the Union promptly. Information to be furnished shall include the following:

- a. The reason for the reduction in force.
- c. The anticipated numbers, types and grades of positions to be affected.
- d. The proposed effective date.
- e. Any additional information relevant to the RIF (e.g., actions planned to minimize impact).

Section 4. Competitive Areas

Competitive areas will be established in accordance with 5 CFR Part 351.402.

Section 5. Assistance

At the employee's request, the Employer shall provide counseling and placement assistance for employees affected by the RIF.

Section 6. RIF Offers

If the RIF notice to employees is accompanied by an offer it will be accompanied by information explaining the offer and all circumstances under which employees could lose severance benefits, and all related rights.

Section 7. Appeals

Adverse actions resulting from RIF's or transfers of function are not grievable or arbitrable under this Agreement. Specific RIF notices will contain the applicable appeal rights.

Article 29 – LEAVE

Section 1. General

Employees will earn sick and annual leave in accordance with applicable statutes and OPM regulation. All leave charges shall be increments of one-quarter hour and documented on OPM FORM 71 (formerly SF-71), Request for Leave or Approved Absence.

Leave provisions not listed in this article shall be administered in accordance with Department of Interior and government-wide regulations.

Section 2. Annual Leave

It is agreed that the use of annual leave is a right but can be taken only with the approval of the supervisor.

Employees may request leave for any duration, for any time and in any pattern they desire. Approval or disapproval will be dependent on staffing and/or work load requirements. No arbitrary or capricious restraints will be established to restrict when leave may be requested. To permit appropriate scheduling in consideration of overall staffing needs, employees may request approval of annual leave of one week or more in January of each calendar year.

An employee whose personal religious beliefs require abstention from work for limited periods of time will be granted annual leave, or credit hours, compensatory time, (LWOP) upon request for such periods, unless the presence of the employee is necessary for efficient operation of the workplace. The employee may elect instead to engage in overtime work for time lost for meeting those religious requirements. Such overtime is not paid at overtime rates. With Management's approval, any employee who so requests such overtime work may be granted compensatory time off from his/her scheduled tour of duty for such religious reasons, in accordance with OPM regulations.

Employees are required to obtain advance approval of annual leave from their immediate supervisor or designee. Employees are encouraged to request leave as far in advance as possible to assist the Employer in scheduling leave in accordance with workload needs. Employee requests for annual leave shall be given consideration in the establishment of leave schedules by the Employer, and shall normally be approved so long as the Employer determines that the time off requested is compatible with workload requirements.

If an unanticipated problem occurs for which leave cannot be requested and approved in advance, the employee will attempt to contact the supervisor, or designee, prior to the start of the work shift or within the first thirty minutes of the beginning of the scheduled workday to request leave approval. The Employer will consider, on a case-by-case

basis, any mitigating circumstances which would preclude an employee from meeting the thirty minute time frame.

If conflicts arise between employee's annual leave requests; they shall be resolved with a meeting of Supervisor and employee with the right of Union representation, if requested by the employee.

The Agency recognizes the needs of employees to plan vacation and personal time off. Therefore, the Agency normally will not cancel leave that has been approved well in advance.

The Supervisor will notify the employee of the disposition of his/her request within a reasonable period of time.

Section 3. Advanced Annual Leave

Annual leave may be advanced in accordance with governing leave regulations. The Employer will use the same criteria for approving or denying advance annual leave as is employed approving regular annual leave except that advances may not be made in excess of the amount the employee may reasonably be expected to earn in the current leave year.

Section 4. Emergency Leave

It is recognized that unforeseen circumstances may require the use of emergency leave. When emergency leave is required, the employees will personally request the leave from the appropriate management officials or designated alternate (as identified in writing by their supervisor), in that order, as close to the beginning of the shift as possible, but not later than thirty minutes after the start of their work shift on the first day of each approved absence. Consideration will be given to an Employee if the nature of the emergency is so severe that it precludes such personal notification. In such cases, another person may make the notification. The supervisor or next higher level of supervision may grant approval or disapproval.

Section 5. Bereavement

In the event of a death in the immediate family (an individual related by blood, or affinity whose close association with the employee is the equivalent of a family relationship) of any employee, the employee may request, and the employer approve up to five (5) successive workdays of sick leave. Consideration will be given to extending the leave period beyond five days, if requested by the employee.

Section 6. Sick Leave

Employees shall accrue sick leave in accordance with applicable laws and regulations. Sick leave shall be administered in accordance with these same statutes.

Sick leave is an employee's earned benefit and may be granted to the employee for appropriate absences.

- a. It is the responsibility of an employee who is incapacitated for duty, or his/her designee, to notify his/her supervisor, within thirty minutes of beginning of shift.
- b. An employee who expects to be absent more than one day will inform the supervisor of his/her expected date of return to duty and notify the supervisor of any change.

Section 7. Documentation for Sick Leave

It is agreed and understood that the illness of the employee is a private matter between the patient and his/her doctor. However, the Employer may request that the employee provide information regarding the nature of the illness so that the Employer can make an appropriate determination regarding the use of sick leave.

Employees requesting sick leave for periods of illness of more than three consecutive days, must complete OPM Form 71 (formerly SF-71) and furnish satisfactory evidence of their need for sick leave upon return to duty.

In lieu of certification of the OPM Form 71, an employee may justify his/her request for sick leave;

- a. By medical certification from his/her personal physician of health care professional, or
- b. By his/her own written statement in instances where the illness was not treated by a physician. The statement will indicate why a physician was not seen such as: remoteness of area, nature of illness, or other reasons.

Section 8. Advanced Sick Leave

When an employee is ill over extended periods of time for which he has not accrued sick leave, advanced sick leave may be granted for not more than 30 days, or in the case of a temporary limited position, no more than the amount which may be accrued during the remainder of the employee's appointment. Any request for advance sick leave must be submitted in writing to the Superintendent, Gulf Islands National Seashore through the employee's supervisor. An OPM Form 71, "Request for Leave or Approved Absence," must also accompany each request for advance leave. The request must be supported by medical documentation giving evidence of serious ailment or illness and, if possible, the approximate date of return to work. Sick leave will not be advanced when an employee has filed for disability retirement or when there is evidence that a return to duty is not contemplated.

Section 9. Abuse of sick leave

If the supervisor believes there is sufficient evidence to indicate that there may be abuse of sick leave by an employee, the supervisor may elect to counsel the employee.

However, if continued abuse is suspected, the supervisor will advise the Employee that a completed medical certificate will be required for any absence for which sick leave is requested, regardless of duration. Such notification must be in writing and will be reviewed within 90 days. In considering such action, the employer will examine other factors involved including gravity and frequency of the offense, the existence of mitigating circumstances and the employee's prior record. If the requirement to be continued beyond 90 days, written notification concerning the results of the review will be furnished to the employee by the supervisor within ten (10) workdays from the review. In the event that the review and/or written notification are not accomplished, as required above, the requirements for medical notification are automatically terminated.

Notice of restriction removal will be given to the Union.

Section 10. Leave Transfer Program

The Voluntary Leave Transfer Program is designed to provide the transfer of annual leave for medical or family emergencies or other hardship situations to other federal employees. All applicable laws and regulations governing such leave will be incorporated into this agreement.

Section 11. Family and Medical Leave

Under the Family and Medical Leave Act of 1993 (FMLA), employees are entitled to a total of 12 administrative workweeks of unpaid leave (leave without pay) during any 12-month period for:

- a. The birth of a son or daughter and care of the newborn;
- b. The placement of a son or daughter with an employee for adoption or foster care;
- c. The care of an employee's spouse, son, daughter, or parent with a serious health condition; and
- d. An employee's own serious health condition that makes an employee unable to perform the duties of the employee's position.

Upon return from the FMLA leave, employees must be returned to the same or equivalent position. While on FMLA leave, employees are entitled to maintain health benefits coverage. If employees are on leave without pay under the FMLA, they are responsible for paying their share of the health benefits premium. Employees may choose to substitute annual leave for unpaid leave under the FMLA. Employees may also substitute sick leave in those situations in which the use of sick leave is permitted.

By reference the provisions of the Family Medical Leave Act and the policies of its implementing regulations are incorporated in this Agreement.

Section 12. Military Leave

Military Leave is accrued at the rate of 15 calendar days per fiscal year. (However, a maximum of 15 calendar days of unused military leave may be carried over from one year to the next, allowing a maximum of 30 days to be used in any fiscal year). Each application for leave shall include a copy of the military orders. Upon return to work, the employee must provide copies of the orders, certified as to correctness by an appropriate military officer, showing the days on which the individual was on active duty.

Leave for military reasons will be granted as specified in appropriate regulations.

Section 13. Leave Without Pay

Employees who do not have leave to their credit and wish to take leave for emergencies or other necessities may be granted leave without pay upon request and approval of supervisor. Employees may also be granted leave without pay on request if they have leave to their credit, but for valid reasons choose not to take it. Leave without pay may also be granted on an extended basis for educational purposes.

Employee representatives elected or appointed to a Union office may apply for periods of leave without pay to accept temporary Union positions. The Employer agrees to make every reasonable attempt to grant such leave, subject to mission or workload considerations, initially not to exceed a period of two (2) years. Renewals for extension of the initial grant will not exceed two-year increments, and will in no case cause a total absence beyond four (4) years.

Section 14. Administrative Leave or Excused Absences

Administrative leave may be granted to employees for participation in activities in accordance with OPM regulations.

Administrative leave may also be granted when the activity shuts down due to circumstances beyond The Employer's control for short periods of time. Instances involving extreme weather conditions, excessive heat, lack of heat or electricity, breakdown of equipment and similar events may be covered by this type of administrative leave.

An individual employee may be excused from duty for brief periods by their supervisor. Some of the more common situations in which an employee may be given an excused absence are:

- a. After obtaining treatment for an injury sustained in the performance of duty, the employee may be excused by the employer for the balance of the day on which the injury occurred if substantiated by medical documentation.

- b. Up to four (4) hours for periods in incapacitation as a result of donating blood, or in emergencies, to individuals, provided that the employee does not receive pay for the blood, or the donation could not be made before or after work hours.
- c. An employee who desires to vote or register in an election or in a referendum in accordance with applicable regulations.

Section 15. Court Leave

Employees who are called for jury duty may be granted annual leave. Employees who serve on a jury using Court Leave shall submit any jury duty pay received to the National Park Service. The employee may retain payment received for expenses. The Employer may, if jury duty will substantially interfere with the program of work, petition the court to excuse the employee.

Section 16. Holiday Leave

In areas where seven (7) days a week staffing is necessary, scheduling of use of holiday leave shall be fair and equitable and procedures used are a matter for local negotiations.

Article 30 -- CONTRACTING OUT

Section 1. The Union acknowledges that it is a reserved Management right to make determinations with respect to contracting out. The Employer retains the right to make determinations with respect to contracting-out as provided in 5 U.S.C. 7106.

The Employer agrees to consult openly and fully with the Union regarding any commercial activity review of a function within the bargaining unit. The Employer agrees to comply with the provisions of Federal Acquisition Regulations 48 CFR Section 7.3 et seq., OMB Circular A-76 as amended, this agreement and other applicable laws, rules, and regulations concerning contracting-out.

Management will provide appropriate assistance to employees adversely impacted by contracting out decisions. Parties at the appropriate level may negotiate specific appropriate arrangements.

When cost-comparison studies involve discussion with employees, the Local Union will be given an opportunity to be present.

The Union has the right to grieve contracting-out determinations in accordance with current case law at the time the determination is made.

The Employer agrees to provide any and all updates on the OMB Circular A-76 as amended, regarding contracting-out and the FAIR Act on a service-wide, region-wide and park-wide (GUIS) level, as it becomes available.

Section 2. Upon request for information regarding a specific contracted project, a specification package as awarded will be provided to the union.

Article 31 – WORKERS' COMPENSATION

Section 1. Employees will report all injuries received on the job as soon as possible to their supervisor.

The Employer agrees to assist the Employee in filing the appropriate forms and documentation regarding the injury or illness. Such assistance will include an explanation of the benefits and options available to the Employee under the Federal Employee Compensation Act. Such assistance will be provided in a timely manner to allow for prompt submission of claims. Employees may have a union representative in these discussions.

Information maintained by the Employer relating to the Employee's claim may be reviewed by the Employee and a copy provided if requested.

Section 2. Records and discussions will be held confidential in accordance with the Privacy Act. Only those personnel with a "need to know" will be allowed access to OWCP information.

Article 32 -- ENVIRONMENTAL DIFFERENTIAL AND HAZARDOUS DUTY PAY

Section 1. It shall be the policy of the Employer to eliminate or reduce to the lowest level possible, all hazards, physical hardships and working conditions of an unusually severe nature. When such actions do not overcome the unusually severe nature of the hazard, physical hardship, or working condition, an environmental or hazardous duty pay may be warranted. However, the existence of environmental or hazardous duty pay is not intended to condone work practices which circumvent Federal Safety laws, rules, and regulations.

Section 2. An environmental differential shall be paid to GUIIS employees in accordance with 5 CFR 532.511, and Pt. 532, Subpart E., App. A. Hazardous duty pay shall be paid to GS employees in accordance with 5 CFR 550.904, Subpart I. Hazard pay differentials are established in Appendix A of 5 CFR part 550, Subpart I. (as provided by 5 CFR 550.903(a)). Prevailing rate (wage) employees may be eligible to receive environmental differential pay under the separate provisions of 5USC 5343(c).

Section 3. Employees shall be notified when assigned work indicates environmental pay or hazard pay differential. However, if at any time during the job assignment the employee believes that such pay is warranted, he/she may bring the matter to the attention of his/her supervisor and safety officer. Hazardous duty pay may be paid only to employees who are assigned hazardous duties or duties involving physical hardships for which a differential is authorized. It may not be paid to an employee who undertakes to perform a hazardous duty on his/her own, without the proper authorization either expressed or implied.

Section 4. When the Union determines that a local work situation warrants coverage under payable categories of 5 CFR 550.904, the Employer will be notified, in writing, of the work situation and nature of the exposure so as to show clearly that the hazard, physical hardship, or working conditions which result from that exposure, is of an unusual nature and is not practically eliminated by safety procedures and devices required by the GUIIS Safety and /or Industrial Hygiene Programs. Within a reasonable amount of time from the receipt of the Union's position, the parties will meet for the purpose of consulting on the issue. If the Employer's decision on the matter is not acceptable to the Union, the Union retains the right to grieve the final decision from The Employer.

Section 5. When the Employer determines that a local work situation within the Unit, which is presently receiving hazard/environmental differential pay, is such that it should be excluded from coverage under 5 USC 5343(c) and 5 CFR 550.904, the Employer will notify the union of the work situation and the justification for exclusion from coverage.

Section 6. When a work situation has been negotiated (including the use of third party settlement procedures), the affected Employees will be entitled to retroactive pay to the date the work situation is brought to the Employer's attention.

Article 33 -- RETIREMENT

The Employer agrees to offer retirement counseling to employees retiring from the workforce. Any employee who is within ten (10) years of retirement eligibility will be offered an opportunity to participate in pre-retirement training.

Article 34 -- VOLUNTARY WITHHOLDING OF UNION DUES

Section 1. Any employee officially assigned to the Unit who is a member in good standing of the Union, may authorize an allotment for the payment of dues for such membership provided:

- a. The Employee is employed in the organizational unit for which exclusive recognition has been granted.
- b. The Employee has voluntarily completed a request (SF-1187) for such allotment of pay.
- c. The Employee regularly receives pay on the regularly scheduled payday which is sufficient, after all other legal deductions, to cover the full amount of the allotment.

Section 2. The Union is responsible for procuring the prescribed allotment form (SF-1187), distributing the form to bargaining unit employees, certifying as to the amount of its dues, and informing and educating bargaining unit employees on the program for allotments for payment of dues, and the use and availability of the SF-1187.

Section 3. An allotment may be submitted to the Servicing Human Resources Office (SHRO) at any time. Allotments received in the SHRO will be effective at the start of the first full pay period following receipt of the SF-1187.

Section 4. An allotment shall be terminated when the Employee leaves the Unit as a result of any type of separation, transfer, or other personnel action; upon loss of exclusive recognition by the Union; when the Agreement providing for dues withholding is suspended or terminated by an appropriate authority outside Department of Interior; or when the Employee has been suspended or expelled from the Union.

Section 5. The Union will promptly notify the SHRO when an Employee with a current authorization ceases to be a member of the Union in good standing.

Section 6. An Employee may revoke a dues allotment, in writing (SF-1188 or other written notification) at any time. However, the dues revocation will become effective at the beginning of the first full pay period after revocation has been received in SHRO on or after the first anniversary date except that:

An employee who authorized dues withholding less than twelve (12) calendar months prior to anniversary date may have dues revocation effected no sooner than the beginning of the first full pay period that begins on or after the first anniversary date of his/her dues withholding authorization (SF-1187) provided revocation has been received in the SHRO prior to that date. The Employer agrees to furnish a copy of the (SF-1188) when processed.

Section 7. The Employer will notify the Union of the revocation of an allotment by an employee by forwarding a copy of the revocation notification to the Union within three (3) workdays from receipt of the revocation.

Section 8. Allotted dues will be withheld on a bi-weekly basis. The amount to be withheld shall be the amount of the regular dues of the member, exclusive of initiation fees, assessments, back dues, fines, and similar charges and fees. If the amount of regular dues is changed by the Local, The Employer will be notified in writing by the President or Secretary-Treasurer of the Local of the rate and effective date of the amended dues structure. The amended amount will be withheld effective with the next full pay period, unless a later date is specified by the Local. New authorization forms are not required. Only one (1) such change may be made in any period of twelve (12) consecutive months.

Section 9. The appropriate payroll section will send to the appropriate NFFE official(s) the remittance of dues withheld after each payroll period for which deductions are made and a listing of names, amounts withheld, and identification of the individuals dropped. NFFE Local 2199 may request a copy of the submission from the appropriate payroll section.

Article 35 – SENIORITY

Section 1. Seniority is determined by the employees' service computation dates which shall be computed in accordance with applicable law regulations.

Section 2. The Employer will, upon request, provide the Union with a list of bargaining unit employees which includes their service computation dates.

Article 36 -- DISCIPLINARY AND ADVERSE ACTIONS

The Employer and the Union agree it is important that the supervisor/employee relationship encourage early recognition and resolution of potential performance or conduct situations that could lead to disciplinary action.

Section 1. Basis

Disciplinary action, when considered necessary, must (1) be based on just cause, (2) be consistent with laws and regulations governing such actions, and (3) be fair and consistent. Disciplinary action will be taken in a timely manner and only to promote the efficiency of the service. The Employer agrees that discipline will be administered as a corrective rather than a punitive measure. Actions will be taken without regard to race, color, age, religion, sex, national origin, or any other non-merit factor. Nothing in this Article will be construed so as to prevent a resolution of a grievance at any time.

Section 2. Disciplinary actions

Disciplinary action includes reprimand and suspension of fourteen (14) calendar days or less. Adverse actions as defined in 5 CFR 752 include suspensions of more than 14 days, removal, furlough of thirty (30) days or less, and reductions in grade or pay. Letters of warning and oral admonishments are not considered formal disciplinary actions.

- a. Oral Admonishment. An oral admonishment is a discussion between the Employer and an employee for the purpose of producing a desired change in the employee's conduct. It is the least severe of the disciplinary actions, having no procedural requirements, no prescribed format, and a high degree of flexibility. Oral admonishment shall be in private. The Employer shall bring the desired behavior to the employee's attention, explain to the employee what is expected of him/her and give him/her the opportunity to improve.
- b. Written Warning. A written warning is a memorandum to an employee that a change in conduct must take place or more severe disciplinary action may follow. It should cover the same points as an oral admonishment and specifically summarize the incident(s) that caused the warning to be issued.
- c. Reprimand. A letter of reprimand is a disciplinary action which is temporarily placed in the employee's eOfficial Personnel Folder.
 - 1) A reprimand is issued in writing and cites the specific reasons for its issuance. It must advise the employee of his/her right to grieve the letter of reprimand under the provisions of the Negotiated Grievance Procedure.
 - 2) It is used for significant misconduct and repeated lesser infractions and to motivate improved conduct.

- d. Suspension places the employee involuntarily in a non-pay non-duty status for a specific number of calendar days.
- e. Reduction in grade and/or pay. A reduction in grade or pay may be disciplinary or non-disciplinary. Where appropriate consideration may be given to reduction in grade and/or pay in lieu of removal.
- f. Removal is the most severe disciplinary action. As a disciplinary action, it is the involuntary separation of an employee from the Federal service.

Section 3. Determining Discipline

All disciplinary measures shall be effected in a prompt, fair and equitable manner, and with the employees' rights fully protected. In deciding what, if any, penalty is appropriate, the Employer shall consider the twelve (12) Douglas factors.

Section 4. Prior to issuing a proposed notice of disciplinary action, the official issuing the notice, or his/her designee, will conduct a preliminary investigation to obtain pertinent facts relating to the circumstances generating the disciplinary action. If necessary in developing the facts, the investigation will include a discussion with the affected employee. The employee who is the subject of the investigation is entitled, upon request, to Union representation at investigative meetings where the employee is present and which are conducted by the Employer.

Section 5. Notice

Employees issued a notice of proposed disciplinary action will be advised in the notice of their rights regarding the proposed action. The employee and his/her representative if any, including a Union representative, will be given the opportunity to review the material used to support the charges. A reasonable amount of duty time will be granted the employee and/or the representative, if a Unit employee, to prepare an answer to the proposal. Time limits for the employee's response may be extended upon the employee's written request citing the reasons for requesting an extension. Every effort will be made to approve reasonable requests for extension.

Section 6. Employee Rights

The following rights apply to the types of discipline specified in Section 2 above:

- a. Suspension of 14 days or less:
 - 1) An advance written notice stating the specific reasons for the proposed suspension;
 - 2) At least five (5) workdays to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer; May ask for an extension of the response time.
 - 3) Representation by a Union representative, an attorney, or other representative;
 - 4) A written decision and the specific reasons.

- 5) To grieve the decision through the negotiated grievance procedure contained in this Agreement. The written decision shall advise the employee of this right. The effective date of the suspension will not be earlier than five (5) workdays after receipt of the decision by the employee.
- b. Removal, Suspension for more than 14 days, Furlough Without Pay for 30 days or less, or Reduction in Pay or Grade (Adverse Actions):
- 1) At least thirty (30) day advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action;
 - 2) At least ten (10) workdays to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer; may ask for an extension of the response time.
 - 3) Representation by a Union representative, an attorney, or other representative;
 - 4) A written decision and the specific reasons therefore, at the earliest practicable date;
 - 5) The effective date of the decision will be after receipt of the decision by the employee;
 - 6) To appeal the decision, if adverse, under either the negotiated grievance procedure or to the appropriate office of the Merit System Protection Board (MSPB) but not both. The written decision shall advise the employee of this right and of the appropriate MSPB office as well as the name and duty phone of the Local Union President.

Section 7. Action by the Deciding Official

- a. The deciding official is the individual who makes the final decision to issue a letter of reprimand, suspension, removal, or other disciplinary action as defined in Section 2. Normally, the deciding official shall be at a higher level in the activity than the proposing official.
- b. After carefully considering the evidence and the employee's response and any mitigating factors, the deciding official shall take the appropriate action. The deciding official may sustain, reduce or dismiss the proposed action.

Section 8. Alternative Discipline

Once an employee receives a proposed notice of disciplinary action (less than removal) the Employer may offer the employee alternative discipline. Alternative discipline agreements will promote the efficiency of the service and may contain non-traditional penalties such as community service, donation of annual leave under the Voluntary Leave Transfer Program, use of leave without pay instead of suspensions or a combination of these or other agreed upon alternatives.

When offered an Alternative Discipline agreement, the employee will be informed in writing that he/she may discuss the Alternative Discipline agreement with a Union representative before signing. The option to enter into an alternative discipline agreement is voluntary on the part of the employee.

Section 9. Termination of Probationary Employees

- a. The Parties recognize that the probationary period is an extension of the examining process.
- b. Employees will have an opportunity to demonstrate their performance and conduct for continued employment to the fullest extent possible during their probationary period. If a decision is made to terminate an employee during the probationary period, a written notice will be issued to the employee containing the reasons for the action and its effective date. The reasons will include any agency conclusions on performance and/or conduct deficiencies.
- c. Should a probationary employee receive a disciplinary action, he/she has the right to grieve the decision, with the exception of a decision by management to terminate the employment relationship.

Section 10. Copies of all disciplinary memoranda (not otherwise prohibited by law or regulation) will be provided the employee.

Employee records maintained by immediate supervisor or designees will be adequately secured to prevent inappropriate disclosure. Negative information used as a basis for disciplinary/adverse actions will be disclosed to the employee prior to the action being taken.

Article 37 -- EMPLOYEE ASSISTANCE PROGRAM

Section 1. Policy

The parties recognize that alcohol, drug abuse, or serious emotional problems of an employee and/or member of his or her immediate family can interfere with an employee's job performance. Employees with these illnesses/problems shall receive the same careful consideration and offer of assistance that is presently extended to employees having other illnesses or health problems. To assist such employees, the employer shall continue to administer an employee assistance program.

Section 2. Employee Participation/Confidentiality

Employee participation in the program shall be voluntary. The confidential nature of referrals of employees to the program or employee participation in the program shall be maintained. All records and discussions will be handled in a confidential manner, as are other medical records, and will not become part of the employee's Official Personnel Folder.

Section 3. Program Requirements/Procedures

The Employer recognizes alcoholism, drug abuse, and emotional problems as treatable health problems. Such problems can frequently be resolved with proper treatment so that employees can return to high levels of productivity.

Any employee who claims that his/her job performance or conduct is being adversely affected by alcohol, drug abuse, or serious emotional problems either of his/her own or of a family member will be referred to the program.

When the Employer counsels an employee regarding performance or conduct problems and the employee claims that the performance/conduct is a result of alcohol, drug abuse, or serious emotional problems, the employee shall be referred to the available counseling services. The employee shall be advised that the deficiencies are expected to improve, whether or not the employee seeks counseling services.

The Employer shall not attempt to diagnose the employee's problem(s) other than to refer the employee to the Assistance Program. The Employer has an official interest in employees' private lives only to the extent that they impact on job performance. Therefore, if an employee's performance is unacceptable and a substance abuse problem appears to be a contributing factor the employee will be advised to seek professional assistance. The Employer will not attempt to explore underlying causes.

No permanent or term employee claiming that his/her job performance is being adversely affected by alcohol, drug abuse, or serious emotional problems, as determined by a professional practitioner in the appropriate medical discipline, shall be

terminated without first being referred to the assistance program. Participation in rehabilitative programs shall be considered as a factor by the Employer in determining whether/what types of action may be warranted.

No employee will have his or her job security or promotion opportunities jeopardized solely by his or her request for counseling or referral assistance, except as limited by law or regulation.

Employees who decide to undergo a program of treatment prescribed by a competent medical authority which will require absence from work shall normally be granted sick leave for this purpose. Such leave requests shall be considered in accordance with applicable policies, regulations, and procedures, and each case will be considered on its own merits.

Section 4. Training

The Employer shall advise the Union and provide a Union representative an opportunity to attend training sessions for park employees related to the program.

Article 38 -- GRIEVANCE PROCEDURE AND ALTERNATIVE DISPUTE RESOLUTION

Section 1. The purpose of this agreement is to provide a procedure for the consideration and resolution of grievances. The procedure as stated herein will be the exclusive procedure available to the Union, the Employer and employees for resolving grievances.

Most grievances arise from misunderstandings or disputes that can be settled promptly and satisfactorily on an informal basis at the immediate supervisor or designee level. The Employer and the Union agree that every effort will be made by the Employer and the aggrieved party (ies) to settle grievances at the lowest possible level.

Section 2. A grievance may be undertaken by the Union, Employer, an employee or group of employees. Only the Union or representatives approved by the Union may represent employees in such grievances.

However, any employee or group of employees may personally present a grievance and have it adjudicated without representation by the Union, provided that the Union is given the opportunity to be present at all discussions related to the grievance between the grievant(s) and the Employer and be provided with copies of all correspondence/data relating to the grievance and provided to the employee.

In exercising their rights to present a grievance, employees and Union representatives will be free from restraint, coercion, discrimination or reprisal.

Section 3. A grievance is defined as **any** complaint:

- a. By any employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of any employee; or
- c. By an employee, Union, or the Employer concerning:
 - 1) The effect or interpretation of a claim of breach of the Agreement, or
 - 2) Any claimed violation, misrepresentation, or misapplication of any law, rule, or regulation affecting conditions of employment.

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

- a. Any claimed violation related to prohibited political activities;
- b. Retirement, life insurance or health insurance;
- c. Suspension or removal for national security reasons under Section 7532 of the Statute;
- d. Any examination, certification or appointment;
- e. The classification of any position which does not result in the reduction in grade or pay of an employee;
- f. Termination of an employee during the probationary period;

- g. Non-selection for promotion from a group of properly ranked and certified candidates;
- h. Any proposed actions under 5 U.S.C. §752 or 432 (action taken under 5 U.S.C §752 OR 432 may be grieved) **unless procedure errors occur in the proposal phase**; and
- i. Reduction-in-force actions.

Section 5. An employee and his/her Union representative will be given a reasonable amount of official time without loss of pay or charge to leave for the purpose of filing the grievance at each of the steps of the procedure including arbitration.

Section 6. In the event either party should declare a complaint non-grievable or nonarbitrable **in writing**, the original complaint will be considered amended to include the determination of this issue. The grievability/arbitrability issue will be decided as a threshold issue when the grievance reaches arbitration prior to the consideration of any other issues by the arbitrator.

Section 7. Unless mutual agreement is reached for extending time limits, failure to meet the specified time limits will result in the following:

- a. If the Employer fails to respond within the required time limits, the grievance may be advanced to the next step in the procedure **and the Employer will be responsible for arbitration cost**;
- b. If the grievant fails to meet the time limits at any step of the procedure, the grievance may be dismissed without further consideration. The grievant may further receive a written explanation of the determination to dismiss the grievance.

Section 8. Employees may grieve actions effected under 5 U.S.C §752 (adverse actions) or 5 U.S.C. §432 (actions based on performance) (**Suspensions of 14 days or more or removals**) by filing a grievance under this procedure or they may file an appeal to the Merit Systems Protection Board **within 30 days of the decision**, but not both. The filing of appeal to the MSPB, or a grievance under this procedure, prevents the employee from using the alternative procedure **described in Section 13**. All grievances under 5 U.S.C. §752 and 5 U.S.C. §432 will be initiated at Step 2 of the Negotiated Grievance Procedure.

Section 9. Step 1 grievances should be initiated at the Division Chief level unless the Division Chief is the direct supervisor of the employee presenting the grievance in which case the Step 1 will begin with the Deputy Superintendent.

Section 10. An employee or group of employees, wishing to initiate a grievance may proceed as follows:

Step 1:

The grievance will be submitted in writing to the employee's Division Chief within **28** calendar days of the occurrence of the event or action prompting the grievance or the date the grievant became aware of the action. The Division

Chief will, within 15 calendar days, render a written decision. (See Section 9 of this Article.)

The **responding official** may make whatever investigation he/she considers necessary and will provide a written response to the grievance within 15 calendar days of receipt of the grievance. The response must indicate the right to submit the grievance at the next step of the procedure. **All discussions with the grievant concerning the grievance shall be with the Union Representative present.**

Step 2:

If the matter is not satisfactorily settled at Step 1, the grievant/Union may submit the grievance in writing to the **Superintendent** within **28** calendar days after receipt of the Step 1 decision. The **Superintendent** will review the grievance and issue a written decision to the grievant within 15 calendar days after receipt of the grievance.

If the Step 2 decision is unsatisfactory to the employee and the Union, the Union may, within 30 calendar days after receipt of the step 2 decision, request arbitration of the grievance. **(See Article 42)**

Copies of all decisions will be provided to the grievant(s) and the Union.

Section 11. Grievances initiated by the Employer or the Union will be processed in accordance with the following:

The Union or Employer will present the grievance in writing to the other party within 30 calendar days after the occurrence of the action or incident being grieved or within 30 calendar days of the date the grievant became aware of the incident.

The written grievance will contain:

- a. The specific nature of the grievance;
- b. The section of the law, rule, regulation, collective bargaining agreement or condition of employment allegedly violated, policy; and
- c. The corrective action desired.

The parties will meet within 14 calendar days after receipt of the grievance to discuss the grievance. The party filing the grievance will be furnished a decision by the other party within 15 calendar days from the date of this meeting. If dissatisfied with the decision, the grieving party may request arbitration (See Article 42).

Section 12. The parties agree that employees may utilize the Department of the Interior's alternative dispute resolution process, Conflict Resolution (COREPLUS). The parties agree to follow the procedures established in Chapter 770 of the Departmental Manual (DM 770).

In the event the employee chooses COREPLUS, the time frames established by the grievance procedure are extended to either the issuance of a Notice of Results and Options or written notice by the employee **or his/her representative** that s/he no longer elects to utilize COREPLUS.

Grievances submitted under COREPLUS that are outside the time frames of the grievance procedure will be considered not timely, **but will be accepted by the COREPLUS to attempt resolution of the issues.**

Employees may elect to be represented in the COREPLUS process in accordance with Section 2 or this agreement. Provisions for official time for the COREPLUS process are in accordance with the basic agreement between the parties.

Section 13. Grievance Mediation

The parties agree the Department of the Interior's alternative dispute resolution process, Conflict Resolution (COREPLUS), may serve as an early intervention alternative to the traditional dispute process. The purpose of the COREPLUS program is to provide a fair, equitable and effective means for resolving workplace disputes at the earliest opportunity, at the lowest organizational level, and to the mutual satisfaction of the parties.

The parties agree to implement a grievance mediation option. This option is available only where the Union is serving as the employee representative. Either a mutually agreed to mediator or a Federal Mediation and Conciliation Service (FMCS) Commissioner assigned by FMCS will act as a mediator in grievance procedure so long as the grievance is timely invoked.

The parties agree that grievance mediation may be an effective method of resolving grievances efficiently and economically by using the services of an objective third party to help the parties gain mutually acceptable grievance resolutions. The parties agree to the following as governing procedures for the grievance mediation process.

a. Grievance mediation may occur in each grievance step providing:

1) Either party requests mediation in writing.

2) The other party agrees to mediation, although it is understood that a supervisor will generally participate in mediation if requested by the employee(s).

b. Coverage:

1) All matters subject to the negotiated grievance procedure are appropriate for inclusion in the grievance mediation process.

- 2) In the case of disciplinary action, grievance mediation may be invoked as an intermediary step between the decision of the deciding official and before arbitration, if arbitration has been invoked.

c. Requesting Mediation:

While the mediator shall have no authority to impose a resolution on the grievance, either or both parties may request that the mediator suggest resolution or offer recommendation to the parties. The mediator will have the authority to meet separately with either **or both** party.

d. Proceedings:

- 1) The grievant **or his/her representative** will request mediation in writing.
- 2) Proceedings before the mediator will be informal. Rules of evidence shall not apply. No record of the meetings shall be made.
- 3) The parties will present a brief statement to the mediator stating the facts, the issue, and providing arguments in support of their positions at the beginning of the mediation conference.
- 4) The parties may be represented by the representative(s) of their choice; however, discussion shall be open to all participants.
- 5) The grievant is entitled to be present at the grievance mediation conference.

e. Records:

- 1) The parties agree to maintain joint records of the use of grievance mediation including the number of grievances addressed in grievance mediation, the number resulting in settlements, the issues covered, direct and indirect costs and the time frames involved. The parties agree to jointly develop a form to report the above information.
- 2) Those employees and supervisors who were successful and reached a resolution of the grievance will develop a written settlement agreement.
- 3) Contractual time limits shall be waived or extended to permit grievances to proceed to either the next step or arbitration, as appropriate, should mediation be unsuccessful.
- 4) An employee who agrees to utilize mediation does not waive his/her right to continue to process the grievance once the mediation phase is completed.

f. Termination of Mediation:

- 1) Either party may terminate the mediation at any time during the process.
- 2) Employees and supervisor cannot be forced to reach agreement. If the employee is not satisfied with the mediation results, he/she may proceed with the next step of the grievance procedure.

- 3) **Step 2** grievances not resolved through grievance mediation may proceed to arbitration. Any arbitration proceeding will be held as if grievance mediation had not occurred. Nothing said or done by the parties or the mediator during the grievance mediation session may be used or referred to during the arbitration proceedings.
- 4) Any materials presented to the mediator shall be returned to the party presenting the materials at the termination of the mediation conference.
- 5) Employees and supervisor cannot be forced to reach agreement. If the employee is not satisfied with the mediation results, he/she may proceed with the next step of the grievance procedure.

Article 39 – ARBITRATION

Section 1. Only the Union or the Employer can invoke arbitration. The party seeking to have an issue submitted to arbitration must notify the other party of such intent within 30 calendar days of the final grievance decision. The notification must include a statement of the issues involved, the alleged violation(s) and the requested remedy.

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

Section 3. The parties shall meet within 15 calendar days after the receipt of the list of arbitrators and attempt to agree upon an arbitrator. If they do not agree upon one of the listed arbitrators, the parties shall, with the toss of a coin determining who goes first, each strike one name from the list alternately until only one name remains. The remaining person shall be the duly selected arbitrator.

Section 4. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue to be heard. Threshold issues will be raised twenty-one (21) days prior to the arbitrator's cancellation date.

Section 5. The arbitrator's fees and all other expenses of the arbitration shall be borne by the losing party, except that any decision not clearly favoring one Party's position over the other, the arbitrator may specify that all costs should be borne equally by the parties. The terms of Article 38, Section 7 shall apply.

A transcription service may be utilized to make an official transcript of all formal arbitration hearings. The Union shall not be responsible for payment of transcription service costs unless the Union requests to have a copy of the transcript. In the event that both parties wish to have a copy of a transcript, then all costs of the transcription service and copies of the transcripts shall be borne equally by the parties.

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

Section 7. The decision of the arbitrator shall be final and binding except that the Employer and the Union agree that the jurisdiction and authority of the chosen arbitrator and his/her opinions as expressed will be confined exclusively to the interpretation of the express provisions of law, rule, regulation or the Agreement at issue between the parties. The arbitrator will have no authority to add to, subtract from, alter, amend or

modify any provision of law, rule, regulation or this Agreement. Any award may not include the assessment of expenses against either party other than as agreed to in this Agreement.

Section 8. Exceptions

- a. Either party may seek judicial review of the arbitrator's decision on matter that could have been appealed to the Merit Systems Protection Board with 30 calendar days of the issuance of the decision. Such review will be sought in the Court of Claims or a United States Court of Appeals in accordance with the provisions of Section 7703 of Title 5, United States Code.
- b. Either party may file an exception with the Federal Labor Relations Authority to the arbitrator's award in any matter other than those described in (A) above. Such exceptions must be filed within 30 calendar days of the issuance of the decision in accordance with Authority procedures.

Article 40 -- IMPLEMENTATION OF THE AGREEMENT

The effective date of this agreement shall be the date of approval by the Department of the Interior, or on the 31st day after the execution of this Agreement, if the Department has neither approved nor disapproved this Agreement. It shall terminate three years after the effective date. It will remain in effect for one year intervals thereafter, automatically renewing itself on the day after the anniversary of the termination date, unless either Party serves the other with written notice, not more than 105 calendar days nor less than 60 calendar days prior to the expiration date, of its desire to terminate or modify this Agreement.

The Parties may develop necessary working arrangements for various articles of this Agreement. The Parties may schedule any necessary joint training. Each Party will train its respective members in the terms of the Agreement. An electronic version of the Agreement will be available on the public file in the Gulf Islands National Seashore's network system and be 508 compliant.

The Employer will reproduce 100 copies of this Agreement for Union use. The Union is responsible for distribution of copies to members in the unit. The Union may request additional copies of the Agreement during its term. The Employer will honor reasonable requests.

Article 41 -- USE OF FACILITIES AND SERVICES

Section 1. Bulletin board space (24X24) for posting notices and literature, limited to Union use only, will be available at each location where there is an employee information bulletin board.

The internal mail distribution service of the Employer shall be available for reasonable use by the Union.

Section 2. The Union will be permitted to use the park e-mail system to communicate with the Employer and bargaining unit employees.

Section 3. At the request of the Union, the Employer will provide facilities for official meetings and presentations of the local during the non-duty hours of the employees involved. Union officers and stewards may use the office telephones, providing they are used for representational purposes only.

Section 4. The Employer will provide the Union

- a. shared office space;
- b. one (1) desk and chair;
- c. one (1) telephone;
- d. one (1) computer; and
- e. one (1) locking file cabinet.

Telephone usage will only be for representational purposes.

The Union representatives will be authorized, for representational purposes, reasonable use of their assigned government personal computer.

The Union will be allowed reasonable use of copy machines to reproduce materials for representational purposes. The Union will be allowed reasonable use of facsimile machines throughout the park.

Section 5. The Employer will provide the Union with access to reference materials normally maintained by the Employer such as agency, regional and park rules and regulations, standard operating procedures, and other materials.

DEFINITIONS

The following definitions of terms used in this Agreement shall apply:

- a. Consultation: Verbal or written discussions between representatives of the Employer and representatives of the Union for the purpose of exchanging views or information concerning subjects of mutual interest.
- b. Negotiations: Bargaining between the Employer and the Union on negotiable issues relating to personnel policies, practices and working conditions of employees in the unit with the goal of arriving at a mutually acceptable agreement.
- c. Impasse: The inability of the Employer and the Union to arrive at a mutual agreement concerning negotiable matters through the bargaining process.
- d. Statute: The Federal Service Labor-Management Relations Statute (Chapter 71 of Title 5 of the U.S. Code) which was passed by Congress in 1978 as
- e. P.L. 95-454 and otherwise known as the Civil Service Reform Act.

APPENDIX A

Gulf Islands National Seashore
Representation Time Request

Union Representative's Name: _____

Date: _____

I request permission for official time for purpose of engaging in Union representation activities as follows:

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

___ If meeting is with another employee, I have ___/have not___ contacted the employee's supervisor and he/she has___/has not___ agreed to the meeting.

Estimated time needed: _____

Charge to: ___Official Time___ Annual Leave___ Leave without Pay
___Other(Specify)

Union Representative's signature: _____
(electronic signature acceptable)

Supervisor approved: _____ Supervisor denied: _____

Supervisor's signature: _____
(electronic signature acceptable)

Time left job: _____

Time returned: _____

If request is denied, state the reason (type or print clearly):

