

AGREEMENT BETWEEN THE

LABORER'S INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 1276

and the

GOLDEN GATE NATIONAL RECREATION AREA,
NATIONAL PARK SERVICE
DEPARTMENT OF THE INTERIOR

GENERAL PROVISIONS

Section 1. Authority: This agreement is entered into under the authority granted by Title VII Public Law 95-454, 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.

A. Recognition:

Parties and Coverage: This agreement is made by and between the Superintendent, Golden Gate National Recreation Area hereinafter referred to as "the Employer" and Local No. 1276 of the Laborer's International Union, hereinafter referred to as "the Union." This agreement is applicable to:

Included: "All employees of the Golden Gate National Recreation Area, including employees serving on term appointments, employees serving on temporary appointments not to exceed one year, and employees serving on a series of continuous full time temporary appointments for one year or more."

Excluded: "All professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7), and employees serving on temporary appointments of less than one year, employees serving on a series of continuous temporary appointments any period of which is on-call/intermittent and employees serving in cooperative education appointments."

B. Accretion or Successorship:

The provisions of this Agreement shall be binding on the parties for any employees added to the unit because of accretion or successorship as determined by the Federal Labor Relations Authority.

Section 3. Purpose of this Agreement: It is the intent and purpose of the parties hereto to promote and improve the efficient administration of Golden Gate National Recreation Area in the public interest and well-being of employees within the meaning of the Civil Service Reform Act and the Department of the Interior's labor-management policies and regulations; to establish a basic understanding relative to personnel policies, practices and procedures and matters affecting other conditions of employment; and to provide means for discussions and adjustments of these matters. The Union agrees to support the Employer in its efforts to fulfill the mission of the National Park Service and achieve the goals of Golden Gate National Recreation Area.

Section 4. Non-Discrimination: The Union and the Employer affirm their joint opposition to illegal discriminatory practices in connection with employment, promotion or training, and in the administration of this agreement and shall not discriminate against any employee because of age, race, color, creed, marital status, religion, sex, national origin, non-disqualifying mental or physical handicaps, medical condition, or sexual orientation.

UNION RIGHTS AND REPRESENTATION

Section 1. Recognition of Union Representatives

a. The Employer agrees to recognize the Union officials (duly elected officers, Laborers International Union of North America Local 01276), Union Representatives, and Union Stewards authorized by the Union. The Union will advise the Employer of the appointment of an individual as a Steward. Additionally, the Union will supply the Employer in writing and shall maintain with the Employer on a current basis a complete list of all authorized Stewards, in addition to other Union Officials and Representatives.

b. The Employer agrees to provide the Union's designated representative advance written notice of any formal meetings. The representative may designate to attend such formal meetings.

c. The Employer and the Union recognize that Union Stewards assigned to a particular work site are knowledgeable concerning that area and, therefore, would normally handle problems or issues arising in their assigned work site without assistance. The parties also recognize, however that problems may arise which require the involvement of the Chief Steward or other Union representative. The Union agrees that a single Steward will handle problems unless those problems are unusually complicated or there are issues with broad importance that may require the presence of the Chief Steward or other Union representative.

d. The Union may appoint a Steward to each work area. In those situations where a Steward is not available or has not been appointed to a work area, a Steward from another nearby work area may represent the employee.

In the case of multiple shift operations, the Union may appoint a Steward to each shift. If the Union does not appoint a Steward for each shift, any Steward, even though on another shift, shall represent the Employees of the shift where no Steward has been appointed and shall do so without wage cost to the Employer because of his/her activities as a Steward on a shift other than his own.

e. The Employer agrees that no Chief Steward or Steward will be transferred from their regular assigned work hours, work area, or work site without prior discussion with the Union.

Section 2. Use of Official Time

a. The following procedures shall be used in establishing contacts between employees and Stewards:

(1) An employee desiring to see a steward shall notify his/her supervisor. The employee shall then contact the steward. A tentative appointment shall be made in that discussion. The steward shall then notify her/his supervisor of the request and confirm the arrangements. Any employee seeking to see a steward during duty hours shall be released as soon as possible, but in no event later than two (2) hours prior to the end of the employee's next shift unless a compelling need would preclude the employee's or the steward's release.

(2) When a steward needs official time to perform his/her representational duties, it will be requested. All requests for the use of official time must be approved by the Employer prior to the steward leaving his/her work area.

b. Union stewards shall be authorized a reasonable amount of official time during working hours, without a loss of leave or pay, for all representation matters. This shall include, discussing preparing and researching grievances or potential grievances with Employees or other Union representative investigating grievances, preparing for meeting with the Employer, attendance at Weingarten meetings, preparing bargaining proposals, and preparing replies to proposed disciplinary or adverse actions. As they arise, issues regarding the use of official time will be discussed in the Partnership Council.

d. The Union and the Employer recognize and firmly endorse that the use of official time by stewards must be accurately recorded on an official document or a Union Steward Log which will be used for this purpose. Each steward and the Chief Steward will be required to make proper and complete entry on the log after each use of official time for representational purposes. Each entry will be initialed by the representative of the Employer who has authorized the use of official duty time for the purpose which is stated on the log. At the end of each month, each supervisor and steward shall jointly properly tabulate the number of hours used in each category specified on the log and send the original to the Labor Relations Officer with copies to the Union's Business Manager by the 5th of the following month.

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

g. If there is a question of the abuse of official release time by the Chief Steward or the area stewards, the Employer will bring it to the attention of the Union for resolution.

Section 3. Work Site Visits

Union officials who are not employees shall contact the Employer prior to meeting with employees at the work site. Release of an employee to meet with union officials shall be made in accordance with Section 2 (a).

EMPLOYEE RIGHTS

Section 1 . Statutory Rights

The Employer and the Union mutually recognize the right of employees in the unit to exercise their right, freely and without fear of penalty or reprisal, to form, join, and assist an employee organization, or to refrain from such activity. Union membership is voluntary. Neither the Employer nor the Union shall interfere with, restrain, coerce and employee in the exercise by the employee of the statutory rights defined in 5 U.S.C., Chapter 71, 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 the head of the agency 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.

Section 2. Representation

A. 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:

- aa. the employee reasonably believes that the examination may result in disciplinary action against the employee; and
- bb. the employee requests representation.

In addition, this notification will be posted and remain on all employee bulletin boards.

B. This section would not preclude employee's from requesting and receiving union representation in other circumstances as provided in other articles in this agreement.

Section 3. Conduct

The Employer affirms the right of employees to conduct their

private lives as they deem appropriate, so long as their conduct is in full compliance with "Standards of Ethical Conduct" of Federal employees as described in 5 CFR. 2635. The application of the said standards to bargaining unit employees are subject to the provisions of this Agreement including the Grievance Procedure.

Section 4. Access to Management Officials

An employee may communicate with a higher ranking supervisor or management official, but must request and receive approval from their immediate supervisor before leaving their work site. Arrangements will be made as quickly as practicable and specific reasons for the meeting should not be sought by the immediate supervisor. Employees are not required to provide a reason for the meeting to the immediate supervisor in order to receive approval.

EMPLOYER RIGHTS

Section 1.

Nothing shall affect the authority of any management official to:

- (1) determine the mission, budget, organization, number of employees, and internal security practices of the Employer;
- (2) in accordance with applicable laws:
 - (a) to hire, assign, direct, layoff, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against employees;
 - (b) to assign work; to make determinations with respect to contracting out, and to determine the personnel by which operations shall be conducted;
 - (c) with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates or any other appropriate source; and,
 - (d) take whatever actions may be necessary to carry out the mission of the Park during emergencies.

Section 2.

Nothing in this article shall preclude the Parties from negotiating -

- (1) At the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- (2) Procedures which the Employer will observe in exercising any authority under this Article; and,
- (3) Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by the Employer.

CONSULTATION AND NEGOTIATION

Section 1. Provision of Law, Rule and Regulation

It is agreed and understood that in the administration of all matters covered by this Agreement, management officials, the Union and bargaining unit employees are governed by the applicable existing or future laws or regulations of the Federal Government, including, but not restricted to Title VII of P.L. 95-454, those rules and regulations issued by the Federal Labor Relations Authority, the Office of Personnel Management, the Office of Management and Budget, the General Services Administration, the General Accounting Office, the Department of the Interior, and higher authority as required by law and/or executive order.

The Employer shall not enforce any rule or regulation (other than one based on law or a rule or regulation implementing Section 2302, 5 U.S.C.) which is in conflict with this Agreement if the rule or regulation is prescribed after the effective date of this Agreement.

Section 2.

The term "Negotiate" for the purpose of this Agreement, shall be defined as the process whereby the Union and Employer meet and confer in good faith with the object in mind of reaching mutual agreement regarding the Employer's proposed implementation of a change to existing personnel policy, practices and conditions of employment to the extent that such changes are negotiable as specified by applicable law, rule or regulations of higher authority.

Section 3.

It is further recognized that this Agreement is not all-inclusive and the fact that certain working conditions have not been specifically covered in the Agreement does not alleviate the responsibility of either party to consult or negotiate as defined above with the other on appropriate subjects. Both the Union and Employer acknowledge that this section does not authorize the Union to initiate mid-term bargaining unrelated to employer changes in conditions of employment.

Section 4: Procedures

Prior to the Employer implementing a new or a change to an existing personnel policy, practices and conditions of employment, the following steps shall occur:

STEP 1: The Employer shall notify the Union in writing, that the Employer intends to make a proposed change and indicate the desired implementation date. When providing such notification the Employer shall identify the change(s) and provide the Union information which is reasonably available and necessary for full and proper discussion and negotiation of the Employer's proposed change.

STEP 2: Within fifteen (15) calendar days after the Union's receipt of the Employer's notification, the Union shall submit a written notification to the Employer concerning whether or not the Union desires to negotiate concerning the Employers's proposed change unless the parties mutually agree to extend these time frames.

In the event the Union desires to negotiate, the Union shall submit its written proposal(s) as an Attachment to the Union's notification to the Employer.

It is agreed and understood that nothing in this step precludes the Union or the Employer from fully discussing the proposed change(s) during the fifteen (15) calendar day period.

STEP 3: Upon timely receipt of the Union's request to negotiate and its written proposal(s), the Employer without undue delay shall meet with the Union to negotiate concerning the proposed change(s) with the intent in mind of reaching mutual agreement.

STEP 4: Upon reaching mutual agreement, the Employer shall advise the Union of the implementation date and provide a copy of the mutually agreed to change. In the event the Employer and the Union after good faith diligent efforts on the part of each, they cannot reach agreement and either the Union or the Employer declares that an impasse exists, action will be initiated by the parties to resolve the impasse in accordance with governing law, rule and regulations.

If required by law, rule, regulation, or a compelling mission necessity, the Employer may implement the change, but such change shall be subject to the third party procedure.

Section 5.

Questions that may arise concerning the general administration or interpretation of this Agreement may be resolved between a duly appointed representative of the Union and the Employer. The resolution of disputes will be reduced to writing and signed by both parties. If agreement cannot be reached by both parties

after thorough discussions, a grievance may be filed in accordance with the negotiated grievance procedures at the Superintendent's level

(2nd formal Step). Discussions of this sort on the Agreement will be scheduled in advance by either party so that meaningful discussions may take place.

Section 6.

It is agreed and understood by the Employer and the Union that the terms of this Agreement, where in conflict with a previously expressed personnel policy, will supersede that personnel policy.

MUTUAL COOPERATION

Section 1.

The Union agrees that it will cooperate with the policies of the Employer. The Union will not call or engage in a strike, work stoppage, or slow down job action.

Section 2.

In order to achieve the fullest possible benefit from Labor-Management cooperation, there shall be established a joint Labor-Management Committee to consist of equal representatives, not more than three (3) chosen by the Union from the unit and three (3) chosen by the Employer. This Committee shall have the authority to recommend improvements in efficiency and employment conditions, but shall not consider or act on the settlement of grievances except by mutual consent. Any recommendation shall be subject to approval and negotiations between the Parties as necessary. The Committee will hold monthly meetings which may be waived by mutual consent, except that at least one meeting lasting shall be held each quarter.

Section 3.

The Union will encourage unit employees to cooperate with the Employer to improve relations with the public, improve production and the efficiency of operation, and to help the service achieve its goals and to fulfill its mission.

BASIC WORK WEEK AND HOURS OF WORK

Section 1. Hours

The basic work week shall consist of forty (40) hours spread over five consecutive eight (8) hour days. The work week will be the period of time for which an employee is paid a straight-time pay rate. The Employer recognizes the right of the Union to impact bargain on permanent changes, more than two (2) pay periods over the hours of work shifts, of tours of duty.

Section 2. Tours of Duty

Except for employees required to work any portion of the weekend the normal work week will be Monday through Friday. The Employer will give affected employees ten (10) Calendar Days notice prior to a change in their tour of duty. Failure to give the advance notice, however, will not interfere with the Employer's right to effect changes when necessary and in accordance with CFR Chapter 610. When necessary to change a schedule the Employer will inform the employee of the reasons for the change.

Section 3.

The Employer agrees that irregular work shifts with respect to both day and shift hours will be avoided to the fullest extent possible. When irregular shifts currently exist, no changes shall be made without prior consultation with the Union.

Section 4. Shifts and Tour Work

Employer shall establish shift or tour assignments which best promote the efficient and effective accomplishment of the mission and objectives of the Park. Where practicable, personal hardship or preference expressed by employees will be considered in assigning tours of duty. Assignments to irregular shifts and tour of duty will be made first to volunteers and then by fair and equitable rotation among qualified employees.

Section 5. Lunch Period

Tours of duty shall include at least 30 minutes for lunch except in emergency situations. The employee shall be free to leave the worksite during this period. Normally, duties will not be assigned during the lunch period. To meet operational requirements, the lunch period may be adjusted. If duties must be assigned during the employees lunch period, the employee will

be compensated with overtime or compensatory time off according to applicable regulations.

Section 6.

Employees will normally be granted a fifteen (15) minute rest break during the morning and afternoon of each work day. However the operational needs of the Park may require adjustments to the scheduling of the break period. In emergencies, the break may not be possible. When necessary employees will be given a sufficient clean up period.

Section 7.

The Union and the Employer recognize that among Law Enforcement and Interpretive Rangers various areas have arranged voluntary schedules that meet coverage needs of the Park and accommodate individual needs of Rangers. This practice shall continue and before any substantive changes of procedure, the Union shall be notified and given the opportunity to negotiate.

ALTERNATIVE WORK SCHEDULES

Section 1.

The Employer agrees to implement an alternative work schedule system (AWS) which is comprised of the schedules identified in this article and is consistent with Public Law 99-196.

Any employee or group of employees can request an alternative work schedule. Management will assess the impact of the proposed schedule in a way that is objective, equitable and consistent parkwide and will insure that no work schedules compromise the efficiency or mission. Some slight reduction in coverage or increase in costs under an alternative schedule is acceptable if other benefits offset these costs.

Section 2.

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 at least thirty (30) calendar days prior to the proposed effective date. The Employer is responsible for analyzing employee requests for alternative work schedules using objective criteria of impact on cost, efficiency and coverage. The Employer will respond to the employee's request within weeks of receipt of the request. An employee wishing to change a previous approved schedule must follow this same procedure. It is acknowledged that there may be some one-of-a-kind positions which may not allow for an alternative work schedule.

Section 3.

Employees may request to be placed on one of the following alternative work schedules:

Schedule A (Ten-Hour Work day) shall be eight (8), ten (10) hour work days, within each pay period. This daily, fixed schedule must include a minimum thirty (30) minute lunch period, the scheduled lunch period may be up to one (1) hour in length provided that the daily schedule totals ten (10) hours of work time excluding the lunch period. The schedule will include six (6) non-work days in each pay period.

Schedule B (Five-Four-Nine) shall be eight (8), nine (9) hour work days and one (1), eight (8) hour work day, within each pay period. This daily, fixed schedule must include a minimum thirty (30) minute

lunch period, the scheduled lunch period may be up to one (1) hour in length provided that the daily schedule totals nine (9) 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.

Schedule C (Alternative 8 hour day - fixed tour of duty) shall be ten (10), eight (8) hour days in a pay period with set arrival and departure times with a minimum lunch period of thirty (30) minutes and a maximum of two (2) hours.

Schedule D (Flexible 8 hour schedule). An eight (8) hour a day, forty (40) hour per week schedule with arrival and departure times that may vary from day to day within a flexible band at the beginning and ending of each day. Lunch periods should be at mid-shift and can vary daily from thirty (30) minutes to two (2) hours, provided eight (8) hours are worked each day.

Employees under Schedule D (flexible) must account for a total of eight (8) hours of duty each day. This duty time may NOT be reduced by taking an extended lunch break which prevents the employee from meeting the eight (8) hour work requirement.

Schedule E (Maxi-flex schedule) includes a minimum basic work requirement of 80 hours within each pay period (unless the employee is on a part-time schedule) and allows the employee to vary his/her arrival and departure times each day, the number of hours worked each day, the number of hours worked each week, and the number of days worked each week.

(a) Credit Hours: These are any hours accrued within the maxi-flex schedule which are in excess of the basic work requirement for a pay period and which the employee has chosen to work. Employees, including those covered by the Fair Labor Standards Act (FLSA), are compensated for credit hours when those hours are used to meet the basic work requirement (80 hours for a full-time employee). Credit hours may be accumulated and carried over to the next pay period. There is no time limit in which credit hours must be used. Credit hours may be earned and used in 1/4 hour (15 minute) increments. Use of credit hours must be approved by the supervisor. A maximum of 24 credit hours may be accumulated, carried forward and utilized during subsequent pay periods. It is the responsibility of each employee to ensure that his/her credit hour accumulation does not exceed 24 hours, as the

excess will automatically be forfeited at the end of each pay period. Credit hours which are carried forward from one pay period to the next will be shown on the employee's Leave and Earnings Statement.

Section 4.

Employees working under Schedule D and Schedule E have flexible time and core time. The employee may choose his/her (flexible) arrival/departure time which is consistent with the duties and requirements of the position. The employee's flexible time bands will be any time between 6:00 a.m. to 9:00 a.m. for arrival and 3:30 p.m. to 6:00 p.m. for departure. The employee, however, must be at work during the designated core hours. The two core time bands are 9:00 a.m. and 11:00 a.m. in the morning and between 1:30 p.m. and 3:30 p.m. in the afternoon.

All employees on flexible schedules D or E must personally sign-in when reporting for work and sign-out when leaving work each day. Employees on these flexible schedules must also indicate the length of his/her lunch period on the daily sign-in sign-out log. The Employer shall maintain and retain sign-in/sign-out records for each individual organization. The record will be a single listing for each office with all employees signing in/out chronologically upon arrival and departure. Employees may not sign-in or sign-out for any other employee. If an employee forgets to sign in or out, the employee must notify his/her supervisor as soon as possible. The employee must then sign in (or sign out) in the presence of the supervisor.

Section 5.

Communication between the employee and the Employer is absolutely essential to the success of flexible work schedules. The employee must keep his/her Employer informed at all times regarding his/her schedule plans. The Employer needs to know who he/she can expect to be in the office on each work day so that coverage can be guaranteed. At a minimum, an employee must advise the Employer one day in advance of any planned absences of a full work day or more.

Section 6.

Under alternative schedules, the employee's scheduled work day may begin no earlier than 6:00 a.m. and end no later than 6:00 p.m., Monday through Friday.

Section 7.

Premium pay provisions will not apply to work which is performed as part of an approved alternative work schedule. Premium pay is

only appropriate when work is ordered by the Employer to be performed outside the employee's normal work schedule and during periods when employees would otherwise be entitled to premium pay.

Section 8.

The Employer may temporarily change an employee's tour of duty from an alternative work schedule to a regular schedule in order, for example, to accommodate attendance at training or meetings. The employee should be notified a week in advance of such temporary schedule changes which should not extend beyond two pay periods.

Section 9.

The Employer, after written counseling may remove any employee from participation in alternative work schedules because of employee abuse or irresponsibility.

Merit Promotion

Section 1. This Article pertains to assigning and promoting unit employees to duties and positions within the bargaining unit. Promotions within the park 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's Merit Promotion Plan. Selections 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 readjustment appointments, 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 certificates of eligible. In deciding which source or sources to use, selecting officials have an obligation to determine which would best meet the Park's mission objectives, contribute fresh ideas and viewpoints, meet affirmative action goals and provide opportunities for advancement among unit employees.

Section 2. The Employer agrees that no test shall be administered unless specifically approved by the Office of Personnel Management.

Section 3. Job opportunity announcements will be published for specific and/or future vacancies to be filled in accordance with the provisions of the Merit Promotion Program. Job opportunity announcements will be distributed to all work sites, including posting on all official Park bulletin boards, with a copy to the Union.

Section 4. The Employer and the Union recognize that promotion opportunities for current unit employees are important to continued job satisfaction and employee morale. The Employer agrees to provide priority consideration to unit employees for promotion opportunities within the bargaining unit when three or more unit employees are certified to the selecting official as promotion eligible. Priority consideration is defined as the consideration of those three or more unit employees for the vacancy by the selecting official before the consideration of any other applicants. Priority consideration shall provide that the three or more unit employees shall be interviewed for the promotion opportunity in cases where interviews are conducted and that additional interviews shall only be conducted if the selecting official is not satisfied with the findings of the

interviews of the three or more unit employees.

Section 5. Employees are encouraged to seek answers to questions about the promotion program or specific promotion actions from the Employer. When requested, the following information will be provided to the employee regarding specific promotion actions:

- a. whether the employee was rated eligible for the position according the X-118 or other minimum Qualification Standards;
- b. if the employee was rated among the best qualified;
- c. who was selected for the position (after appropriate notification procedures have been made);
- d. in what area(s), if any, the employee should improve to enhance his/her promotion potential; and
- e. any other information by which employees are entitled to by law, rule or regulation.

DETAILS AND TEMPORARY PROMOTIONS

Section 1. Definition

a. Detail. For the purpose of this agreement, a detail is defined as the temporary assignment of an employee without change in status or pay to a different position or set of duties for a specified period of time with the employee returning to his/her regular duties at the end of the temporary assignment. Employees may be detailed to the same grade, lower grade or an unclassified position for an initial period of 120 days with extensions, in 120 day increments up to one year. Details to higher-graded positions which are expected to exceed 120 days must be filled through merit promotion procedures.

b. Temporary Promotions. For the purpose of this agreement, a temporary promotion is defined as the temporary assignment of an employee to higher graded position. To hold a temporary promotion an employee must meet all qualification requirements for the higher graded position and will be compensated at the higher grade rate of pay. Temporary promotion which exceed 120 days must be filled through merit promotion procedures.

Section 2. It is agreed that details and temporary promotions are generally intended to meet temporary work program and operational needs of the agency.

(a). Details. The parties recognize the need of the Employer to maintain the ability to make details based upon its needs in order to carry out the mission of the organization. Details which are expected to last for a period of 15 working days or less will normally be made on a rotation basis among the qualified employees in the work unit. Details which are expected to last for more than 15 working days will be announced to provide an opportunity for employees to express interest in such assignments. When a detail is announced which is expected to last more than 15 working days and it involves either a lower graded unit position or a unit position at the same grade level, the most senior volunteer will be detailed; if there are no volunteers, the detail shall be filled on the basis of inverse seniority among employees among employees in the losing work site. When a detail is announced which is expected to last more than 15 working days and it involves a higher graded position, such detail will be filled on a fair and equitable basis from among qualified unit employees.

(b). Temporary Promotions. When a detail to a higher graded position lasts longer than 15 working days, the assignment will become a temporary promotion, and the employee will be compensated at the higher grade rate of pay. A temporary promotion which lasts for a period of 120 calendar days or longer

will be filled competitively in accord with all applicable laws, rules, and regulations. Employees must satisfy requirements of law and/or appropriate regulations for temporary promotions.

(c). Exceptions. There is no obligation for the Employer to give consideration to detailing or temporarily promoting an employee as a result of the employee being in one or more of the following categories: (1) an employee who fails to meet X-118 Qualification Requirements (applicable only to temporary promotions); (2) an employee in light duty status as the result an examination by a competent medical authority; (3) an employees who has been issued a proposed disciplinary action which is pending; (4) an employee whose last rating of record is below Fully Successful; (5) an employees under the terms and conditions of a settlement agreement of a disciplinary or adverse action; (6) an employees who has been notified that her/his attendance is unsatisfactory.

Section 3. Documentation

Details and temporary promotions which last for less than 30 days will be notated in an official memorandum issued to the employee. Details and temporary promotions will be recorded on a Standard Form 50 and maintained as a permanent record in the employee's Official Personnel File (OPF).

Section 4.

The Employer recognizes its obligation for controlling details and temporary promotions to assure that such actions do not compromise the open-competitive principle of the merit system or the principles of sound job evaluation. Additionally, the Employer shall not utilize repetitive short term details to circumvent the spirit and intent of this Article.

LEAVE

Section 1. Annual Leave:

A. Annual leave is provided and used for two general purposes.

(a). To allow every employee an annual vacation period of extended leave for rest and recreation.

(b). To allow for periods of time off for personal and emergency purposes. Those absences cover such situations as a death or illness in the family, religious observances, and other personal business which can only be transacted during the normal work day.

B. Annual Leave Schedules:

(a). Annual Leave shall generally be scheduled on a first come first serve basis with conflicts of leave scheduled at the same time resolved by seniority (service computation date). Employees shall be encouraged to resolve disputes voluntarily before resorting to seniority.

(b). Employees who have scheduled their leave by February 15 of the leave year shall not be displaced by a more senior employee who did not make his/her request by February 15th.

C. Employee Responsibility for requesting annual leave.

(a). Requests for annual leave are made to the Employer through the submission of an SF-71, Application for Leave.

(b). Annual leave is to be requested, in advance, from the Employer. If emergency circumstances prevent obtaining advance approval, the employee shall notify the Employer within one (1) hour of the beginning of their shift, unless precluded by circumstances beyond their control.

(c). Assuming that the employee has followed prescribed procedures for requesting leave, s/he has a right to take annual leave, subject to the right of the Employer to fix the time at which leave may be taken. Generally, denial of an annual leave request or cancellation of approved annual leave may only be based on the need for the employee's services during the times the leave was requested.

Section 2. Sick Leave:

A. Sick leave is granted to an employee for the following purposes:

(a). To receive treatment or examination for medical, dental, or optical reasons.

(b). Incapacitation for performance of duties because of illness, injury, or pregnancy and confinement, or when afflicted or exposed to a contagious disease (as defined in NPS PML No. 90-04 (630), Aug. 1, 1990).

B. Employee Responsibility for Requesting Sick Leave:

(a). Employees are responsible for requesting advance approval from the Employer for sick leave for medical, dental, or optical treatment or examination unless emergency circumstances of illness or injury prevents him/her from doing so.

(b). When sick leave is necessary because of personal illness and it is not possible to request sick leave in advance, the employee will request the leave by telephone from the immediate supervisor or designee within one hour of the scheduled starting time, unless precluded by circumstances beyond their control.

(c). The Employer may require a medical certificate if the employee sick leave exceeds three (3) consecutive working days. The medical certificate will contain a diagnosis and dates of incapacitation. In cases such as short term confinement for colds, flu, or other instances where the illness does not require the services of a physician, the requirement for a doctor's certification may be waived by the Employer, requests for waivers will not be unreasonably be denied.

C. Advancing sick Leave

(a). Advance sick leave is sick leave which is granted before it is actually earned and is borrowed against sick leave which the employee is expected to accrue in the future.

(b). Advance sick leave may not be approved for less than one day or for more than 30 work days. Generally, sick leave is only advanced in instances of serious, prolonged illness and not for day to day illnesses when the employee is out of leave.

(c). Advance sick leave must be supported by Standard Form 71 and a certificate from a physician which includes a diagnosis of the condition/illness, prognosis for recovery, and expected date of return to work.

(d). Before granting advance sick leave, the Employer will consider such matters as the expectation of the employee returning to duty at full performance level.

Section 3. Court Leave

Court leave shall be granted when an employee is called upon to perform jury duty or to serve as a witness on behalf of the U.S. Government, unless covered by assignment on official business. The period of jury duty shall be chargeable as Court Leave, from the date stated in the Court Summons to the date of discharge by the Court. When an employee is excused from duty by the Court for one day or for a period that would permit the employee to work for 4 or more hours, it is expected that the employee will return to work unless return would cause a hardship, because of the distance of the Court from residence or place of duty or unless the employee is assigned to night duty.

Section 4. All paid Leave may be taken in 15 minute increments.

Section 5. Leave Without Pay (LWOP)

Employees may request leave of - absences and leave without pay. Non-emergency requests will be subject to GOGA SOP 1253, dated April 19, 1991, subject: Leave Without Pay.

Section 6. Absence Without Leave (AWOL)

Absence without leave is a nonpay status for a period of absence for which the employee did not obtain the Employer's approval. AWOL is not a disciplinary action, but rather the documentation of an unauthorized absence from work. AWOL may however be a basis for disciplinary action.

Section 7. Excused Absences (Administrative Leave)

An excused absence is an absence from duty administratively authorized without loss of pay and without charge to leave. Groups of employees may be excused under certain conditions which are listed in FPM 610, 3 and 370 DM 610, 3.

Individual employees may be excused from duty for a variety of reasons. Some of the more common reasons include:

- Taking a Federal Civil Service examination (not to exceed four hours) for a position currently occupied or one to which the employee is to be considered or recommended by his Bureau or office (e.g., the Administrative Careers with America (ACWA) examination)
- Taking a physical examination required by the Department or other Federal agency; employees shall be given administrative leave for the time necessary to complete the examination.
- After obtaining treatment for an injury sustained in the performance of duty, if circumstances warrant it, the employee

shall be excused for the balance of the day on which the injury occurred.

- Administrative Leave may be granted for donating blood to non-profit organizations or to individuals providing the employee does not receive pay for the blood.

- Union representative attending a training session sponsored by a labor organization, provided the subject matter of such training is of mutual concern to the Employer and the union, and that the Government's interest will be served by the representative's attendance.

-An employee who desires to vote or register in an election or in a referendum on a civic matter in his/her community may be granted time off without charge to annual leave as follows:

* Where the polls are not open at least-three (3) hours either before or after an employee's regular hours of work, he/she may be granted an amount of excused leave which will permit her/him to report work three hours after the polls open or leave work three hours before the polls close, whichever requires the lesser amount of time off.

-Employers may also excuse brief absences of employees (less than one hour) under unusual circumstances such as infrequent instances of tardiness.

Section 8. Absenteeism:

If it appears that an employee is abusing leave, the employee will be counseled and notified in writing of an opportunity to substantially improve their conduct. Continued abuse of leave may result in leave restriction and/or a requirement to furnish a medical certificate for each subsequent absence regardless of duration.

An employee who has been denied Annual Leave because of the work load and who calls-in sick may be required to provide a medical certificate.

Leave restrictions shall be reviewed by the employer at the end of twelve (12) months to determine if the restriction should be eliminated. The employee shall be informed in writing of the decision.

OVERTIME/HOLIDAYS

Section 1. It is understood that the Employer, in accordance with law, retains the right to determine the circumstances under which overtime will be required. An employee required to perform overtime work shall receive overtime pay at not less than one and one-half of the employee's hourly rate plus differential of additional pay to which the employee is entitled, in accordance with law and regulation.

Section 2. Consistent with the needs of the Employer, scheduled overtime/holiday assignments, shall be distributed fairly, equitably, and as equally as practicable in accordance with procedures outlined in this agreement. Distribution shall be among qualified employees normally assigned to do the work.

Overtime/holidays will be initially offered on a voluntary basis to employees.

If insufficient numbers of employees volunteer to staff overtime/holiday assignments, overtime/holidays will generally be assigned on a rotational basis except in the case of emergency situations which requires the Employer to hold employees over or to call employees in to work without resorting to rotation. It is understood that, when necessary, a qualified employee who has required occupancy will be called first. Employees held over for emergencies or called in to work will not be considered to have worked their rotation and may be offered overtime at the next scheduled opportunity.

Section 3. When possible, the Employer agrees to notify employees prior to their previous shift that required overtime may be assigned. The Employer shall consider the employee's request to be excused from a scheduled overtime assignment provided the request includes advance notification that another qualified employee is willing and available to work the overtime. An employee, so excused, will be considered as having worked for the purpose of determining the equitable distribution of overtime.

Section 4. The Employer agrees to maintain an overtime/holiday record (by work activity) of those employees qualified to perform that work for scheduled overtime offered and worked at each worksite. Overtime/holiday records shall be posted on a monthly basis, and retained for at least a two year period. Employees who decline overtime/holiday opportunities shall initial the overtime/holiday record.

Section 5. Employees shall receive at least two (2) hours pay, including any applicable shift differential, at the appropriate overtime rate if the employee is called back to work on an overtime basis, outside of the employee's scheduled hours of work.

Section 6. A rest break or meal period, as appropriate, will be permitted at reasonable times during overtime assignments.

Section 7. The following guidelines will be followed when assigning scheduled overtime for major events when work unit resources are insufficient to meet requirements.

a. Overtime requirements will be identified by the Employer and an attempt will be made to fulfill that requirement from employees in the work unit.

b. If there are unfilled needs, the Employer will announce the overtime opportunity for parkwide volunteers.

c. When there are insufficient volunteers, the Employer will first assign overtime to employees from the work unit. If needs are still not met, the Employer shall assign overtime to employees from an adjacent unit.

d. When there are too many volunteers, the Employer will assign the overtime on a fair and equitable basis with primary consideration for those who have not recently worked overtime assignments.

Section 8. Holidays

a. The following days are recognized as holidays and will be observed as non-work days:

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas
Dr. Martin Luther King's Birthday

b. The observance of holidays for employees on a workweek other than Monday-Friday will be in accordance with the Holiday Leave Charts (available from timekeepers).

c. Employees working on a holiday will be compensated according to applicable laws and regulations.

Employee Performance Evaluations

Section 1. Appraisal Regulation:

The Employer agrees that employees will be appraised in accordance with applicable Departmental policies, and NPS Personnel Issuance Release No. 86, "Servicewide Employee Performance Appraisal Plan", Basic NPS, FPM 430.1. As dictated by regulation and policy, the performance appraisal cycle/system will include but not be limited to the following elements:

a. Employees will be encouraged to participate in the preparation of performance standards.

b. Employee performance standards will be established consistent with their position descriptions and shall be reviewed and acknowledged by the employee.

c. The performance evaluation process involves communication between the employee and the supervisor to review and reassess work plans, evaluate progress toward goals and objectives, identify problems and hindrances and exchange information about possible solutions. One or more documented progress review will be conducted during the period covered by the employees performance standards, conducted in such a way that an employee may have an opportunity to improve.

d. Assistance will be provided to help employees whose performance is less than fully successful to improve their performance. Employees who are determined to be performing at the unacceptable level will be given an opportunity to improve prior to the initiation of a performance-based reduction in grade or removal action under 5 CFR 432.

e. To the extent feasible, performance standards will be objective, explicit, and observable.

f. To protect the integrity of the policies and procedures of the PMS, all preparation periods, timeliness, performance rating periods, procedures, and opportunity periods shall be observed, lacking extenuating circumstances, but consistent with applicable rules, regulations, and instructions.

g. When an employee receives a performance rating with which s/he does not agree, the employee may ask for reconsideration of that appraisal by filing a request for reconsideration within fifteen (15) calendar days after receipt of the summary rating. If the employee disagrees with the reconsideration decision, s/he may file a grievance with twenty-one (21) calendar days of the decision.

Section 2. Access to Documentation.

a. The Employee or the Union acting on the employee's behalf may request the reasons, records and documentation relied upon to make any rating.

b. Such documentation shall be made available in an expeditious manner to the Employee or his/her union representative. No adverse action may start until the Employee has had the chance to review and respond to the reasons, record and documentation relied upon.

Training and Employee Development

Section 1. The parties agree that training opportunities should be considered consistent with the needs of the Employer and within budgetary limitations. It is also agreed that the training and development of employees is a matter of significant importance and that both Government and non-government facilities may be used to accomplish job training and career development of employees.

Section 2. The Union will be provided a copy of all GOGA training announcements that apply to bargaining unit positions.

Training opportunities shall be identified and publicized according to GOGA Training SOP (9/11/91). Specifically, announcements shall be posted at work sites, distributed through electronic mail and regularly publicized in the Bridge. Listings of non-NPS correspondence courses and other courses shall be maintained and publicized regularly by the Personnel Office.

Section 3. When training is offered to enhance job proficiency, excluding required and remedial training, employees will be selected for such training on a fair and equitable basis, consistent with the needs of the service and free of personal favoritism. In concert with the selection criteria listed in the GOGA Training SOP (9/11/91), geographic location, organizational need, classification, applicability and seniority will be considered when selecting employees for training.

This section is not intended to replace or interfere with NPS upward mobility programs, service-wide affirmative action employment programs or EEOC remedial actions.

Section 4. The parties agree to encourage employees to take advantage of training and educational opportunities which will add to their knowledge, skills or qualifications.

Section 5. GOGA shall establish a Training and Employee Development Committee, three (3) of whose members shall be designated by the Union. The Committee shall meet at least three (3) times per year, or more often as necessary. The Committee shall review the annual report on Employee Training and shall submit recommendations to the Superintendent concerning employee training needs and programs.

REDUCTION-IN-FORCE AND REHIRE

Section 1. The Employer shall notify the Union upon receipt of proposed reduction-in-force and date prior to the announcement to the workforce.

Section 2. In the event of a reduction-in-force, existing vacancies will be used to the extent permitted by future work requirements to place affected, qualified employees in continuing positions to prevent their separation from the service. All reduction-in-force actions will be carried out in compliance with applicable laws and regulations.

Section 3. To the extent consistent with Office of Personnel Management regulations, all career conditional employees separated by reduction-in-force actions shall be placed on a re-employment list for all positions for which qualified and available, as indicated by them to the Employer in writing. The names of all such persons shall be placed on the list in the following order: (a) All career preference eligible; (b) all career non-preference eligible; (c) all career-conditional preference eligible; and (d) all career-conditional non-preference eligible.

Section 4. In situations where an employee elects to take a demotion to a vacant position in lieu of separation by reduction-in-force action, the employee must be qualified to perform the duties of the lesser rated position unless a waiver of qualifications is obtained by the Employer.

WORK FURLOUGH PROGRAM

If an employee enters into an alternative sentencing agreement, the Employer will consider the request of the employee to participate in a work furlough program that allows the employee to continue working in his/her current position. In considering the employee's request, the Employer will take into consideration the following:

- a. the nature and type of offense;
- b. the history of the employee's prior participation in such a program, if applicable;
- c. the employee's employment status.

The employee will normally be expected to meet all conditions of employment for his/her position.

UNIFORMS

Section 1. The Employer will designate in the Golden Gate National Recreation Area Uniform Policy those employees who are authorized to wear the National Park Service uniform.

Section 2. Uniformed employees are responsible for adhering to and supporting the policy and procedures set forth in Servicewide Uniform Program Guideline and the Golden Gate Recreation Area Uniform Policy, Standard Operating Procedure 150.

HOUSING

Section 1. Roster

The Employer shall publish a bi-annual list of all GFQ ("Government Furnished Quarters") housing that is vacant and available for residency, and a list of housing that must be rehabilitated or vacated before becoming available for residency. If five (5) or more housing units become available for residency, the Employer shall provide a supplemental housing roster.

Section 2. Assignment of Housing

Government furnished quarters shall be assigned and governed in accordance with Golden Gate National Recreation Area "Housing Management Plan, (1990)" and NPS 3.6

Section 3. Housing Management committee

The Union shall designate one (1) member to sit on the Housing Management Committee.

Section 4. Inspection, Maintenance, and Safety

The Employer will comply with GGNRA Standard Operating Procedures with regard to the inspection, maintenance, and safety of Government housing.

HEALTH AND SAFETY

Section 1. The Employer agrees to make every reasonable effort to provide a safe and healthful work place for employees and to comply with applicable Federal laws and regulations relating to the safety and health of employees. All employees, supervisors and management officials are responsible for prompt reporting of observed unsafe conditions. The Union will cooperate in these efforts by encouraging bargaining unit employees to work in a safe manner and to obey established safe practices and directives. The Employer shall notify the Union promptly of all (lost time) occupational accidents that occur.

Section 2. The Employer agrees to provide and replace proper personal protection equipment and safety devices (e.g. rain gear, appropriate coveralls, eye, hearing, head, hand, footwear (in accordance with SOP No. 801 "Protective Footwear"), and respiratory protection) to employees where and when required.

Where personal protective equipment is required on a regular and recurring basis, it shall be assigned to individual employees.

Section 3. If an employee reasonably believes that he/she is being exposed to a health or safety hazard presenting an imminent risk of death or serious bodily harm and they reasonably believe that there is insufficient time to seek effective redress through the normal reporting procedure for imminent danger situations, the employee may cease work and leave the area, provided they immediately report the situation to the Employer.

Section 4. Employees will be provided all applicable benefits as specified and administered by the office of Workers' Compensation Programs (OWCP).

Section 5. For temporary on-the-job injuries and illnesses, when the physician's report indicates that the employee is no longer totally disabled, the Employer will make reasonable efforts to assign employees to limited duty when such work is available.

When employees's injuries or illnesses are sustained off the job, the Employer may assign employees to limited duties when such need is substantiated by a medical certificate and such work is available.

Section 6. Employer Facilities

- a. The Employer agrees to provide clean, serviceable washrooms and break rooms. Food vending services will be continued as provided under existing or replacement contracts.
- b. The Union and Employer agree, that where practicable, current break facilities will be up-graded to include, as a minimum, potable water, heaters, toilet, and sink.
- c. Districts, where employees are required to work in unusually dirty or hazardous conditions, shall provide hot and cold showers for the purpose of clean-up. The Employer will provide decontamination facilities as necessary and appropriate in accordance with applicable rules, regulations and policies.
- d. When and where practicable, employees shall have the opportunity to take their lunch and breaks in a warm, clean and dry location.
- e. Secured storage or lockers shall be provided in each District and at Building 201 so that employees may store personal belongings.

Section 7. Safety Committees and Safety Meetings

The Union may appoint a representative to serve on level 1 and level 2 safety committees per GGNRA SOP 1803 - SAFETY AND OCCUPATIONAL HEALTH PROGRAM. The Union may appoint a representative to attend formal safety meetings the primary purpose of which is to discuss policy directly effecting employees, condition of employment. The Employer will provide the Union with a list of qualified employees who have received safety training. These representatives will be on official time for any safety committee meetings and any formal or OSHA safety inspections.

Section 8. Applicable provisions of occupational safety and health laws, executive orders, rules and regulations will be made available for review by the employees upon request.

ENVIRONMENTAL/HAZARD PAY

Section 1: It is the policy of the Employer to eliminate or reduce, if possible, all hazards, physical hardships and working conditions of a severe nature. However, in those cases where personal protective equipment and/or corrective action does not practically eliminate the unusual severity of the hazards, physical hardships and working conditions, environmental/hazardous differential will be paid to employees consistent with applicable laws and regulations; and FPM Supplement 532-1, Appendix J and FPM Supplement 990-2, 550, Appendix A.

Section 2: The Employer agrees to post copies of 532-1, Appendix J and 990-2, Appendix A on all official bulletin boards. Employees will be notified when assigned work is known to meet the criteria for environmental or hazardous differential pay.

Section 3: If at any time an employee believes such pay is justified, he/she may bring the matter to the attention of the Employer. If it is determined that the requirements of 531-1, Appendix J and 990-2, Appendix A are met, environmental and hazardous differential will be paid according to applicable law and regulation. Any disputes regarding such pay shall be subject to the grievance procedures, including arbitration.

Section 4: Listed below are some of the local categories for which environmental and hazardous differentials are appropriate:

Environmental Pay - Federal Wage Schedule (WG. WL)

a) High Work - 25%

Working on any structure of a least 100 feet above the ground, floor or roof; or working at a lesser height if the footing is unsure or the structure is unstable.

b) Work at extreme heights - 50%

Working at heights 100 feet or more above the ground, floor or roof if the footing is unsure; the structure is unstable; or if safe scaffolding or other similar facilities are not adequate; or adverse conditions such as darkness, steady rain, etc. are present.

c) Exposure to hazardous weather or terrain - 25%

Working on cliffs, narrow ledges, or steep mountainous slopes where a loss of footing would result in serious injury or death; or working in areas where there is a danger of rock falls or avalanches.

d) Firefighting - 25% & 9%

Participating or assisting in firefighting operations on the immediate fire scene and in direct exposure to the hazards inherent in containing or extinguishing fires.

High Degree - 25% - Fighting forest and range fires on the fireline.

Low Degree - 9% - All other firefighting.

e) Ground work beneath hovering helicopters - 15%

Participating in operation to attach or detach external load to helicopter hovering just overhead.

f) Poisons (toxic chemicals)

High Degree - 8%, Low Degree - 4%

Working with or in close proximity to poisons (toxic chemicals) which involves potential serious personal injury when protective devices and/or safety measures have not practically eliminated the potential for personal injury.

Hazardous Duty Pay - General Schedule (GS)

a) Work in rough and remote terrain - 25%

When working on cliffs, narrow ledges, or near vertical mountainous slopes where a loss of footing would result in serious injury or death, or when working in areas where there is danger of rock falls or avalanches.

b) Water search and rescue operation - 25%

Participating as a member of a water search and rescue team in adverse weather conditions when winds are blowing at 35 m.p.h. (classified as gale winds) or in water search and rescue operations conducted at night.

c) Hazardous boarding or leaving of vessel - 25%

When boarding, leaving or transferring equipment between small boats or rafts and steep, rocky surrounded shorelines is performed under adverse

conditions of foul weather or night and when the sea state is high (3 feet and above at the surf)

d) Firefighting - 25%

Participating as a member of a firefighting crew in fighting forest and range fires on the fireline; or participating as an emergency member of a firefighting crew in fighting fires of equipment, installations, or buildings.

e) Ground work beneath hovering helicopter - 25%

Participating in ground operations to attach external load to helicopter hovering just overhead.

Section 5. The employer agrees to notify the employee within a reasonable period of time whether a request for an environmental differential will be paid.

DISCIPLINARY AND ADVERSE ACTIONS

Section 1.

For the purpose of this agreement, Employee discipline and adverse actions will be corrective and progressive in nature and only taken for just cause to promote the efficiency of the Service. Consistent with 5 U.S.C. 7106, it is understood that the steps referenced in this article are not absolute and may not be followed in some instances depending on the seriousness of the offense or conduct.

Section 2. Determining Discipline

All formal disciplinary measures shall be effected in a prompt, fair and equitable manner, and with the Employee's rights fully protected. Therefore, the Employee shall be notified as soon as practicable after the time of the infraction for which the supervisor is considering discipline. In deciding what penalty is appropriate, the Employer should consider the facts involved, the nature and seriousness of the offense, the Employee's past disciplinary and work record, consistency of the penalty with those imposed upon other Employees for the same or similar offenses, the notoriety of the offense, and mitigating circumstances surrounding the offense.

In those situations where a case has been referred to the Office of the Inspector General for review, the case will be dealt with in accordance with requirements and statutory protection of the Inspector General.

Section 3. Letters of Warning

A. It is agreed that Letters of Warning and leave restriction are not considered discipline as set forth in this article. They are to be used for the purpose of advising an employee of a problem relating to conduct, performance, attendance or the like, and give instructions to correct the conduct or performance shortcoming.

B. Letters of Warning will be effective upon the notification of the Letter to the Employee. The Employee will be given an opportunity to respond to the Letter. The Employee's written response will be filed with the Letter. Letters of Warning shall be removed from the Supervisor's file upon completion of the time period set forth in the letter.

C. Incident reports or public complaints may not be used to support a disciplinary action unless the Employee has been notified of the writing and given an opportunity to respond; incident reports or public complaints will only be retained for a period equivalent to letters of warning.

Section 4. Formal Discipline

The following actions are considered formal discipline:

- a. written reprimands;
- b. suspensions of fourteen (14) days or less;
- c. the following adverse actions:
 1. suspensions of 14 days or more;
 2. demotions
 3. furloughs for 30 days or less
 4. removal for cause
 5. other actions which result in involuntary separations or reduction-in-grade or rate of pay not based solely on unacceptable performance.

Section 5. Letter of Reprimand

An Employee acknowledges receipt rather than agreement by signing a Letter of Reprimand. Letters of Reprimand shall remain in the employee's official Personnel File for the period prescribed in the Letter but for no longer than 2 calendar years. After one year, the Employee may request a review of the reprimand and the Employer will remove the Letter of Reprimand if review of the Employee's conduct shows no repetition of the complained conduct. The Letter of Reprimand may be removed earlier than the prescribed period at the discretion of the Employer.

Section 6. Notice of Discipline of Adverse Actions:

A. Time Frames. An Employee against whom an adverse action (other than suspension for fourteen (14) calendar days or less) is proposed is entitled to a total of at least thirty (30) calendar days written notice prior to the effective date of the action taken. An Employee shall be given at least fifteen (15) calendar days advance notice prior to the effective date of a suspension of fourteen (14) calendar days or less. These

time frames shall not preclude the Employer from taking immediate action if the crime provisions are involved in accordance with 5 USC 7513 (b) (1) or CFR 752.404 (d).

B. Information Contained in Notice. An Employee against whom disciplinary or adverse action is proposed shall be informed in writing of the proposed action. The notice shall inform the employee:

1. of the specific action proposed;
2. of the specific reasons for the proposed action;
3. of the deciding official to whom the employee may respond;
4. that the Employee may answer orally and/or in writing and may submit affidavits or other written statements in support of that answer;
5. of the Employee's right to be represented by an attorney or other representative;
6. of the Employee's duty status during the notice period; and
7. that the Employee will be granted official time to review the material relied upon to support the reasons in the notice, to secure affidavits or other written statements, and to prepare an answer to the notice.

C. Notice to Union

The Employer agrees to furnish the Union a copy of any proposal of disciplinary action (except Letters of Reprimand which require no advance written notice) if requested by the affected Employee. Copies of such proposals will be forwarded to the Union within two (2) working days after requested by the Employee.

All material relied upon to support the proposal of disciplinary or adverse action will be made available to the employee or their representative upon request. Material which is not made available to the employee at the time of request cannot be used to support the action unless it is material used to respond to an affirmative defense raised by the employee.

Section 7. Employee's Response to Proposal

The Employee will have fourteen (14) calendar days from receipt of a proposed adverse action to respond, orally and/or in writing, to the deciding official. For suspensions of fourteen (14) days or less, the Employee will have ten (10) calendar days to respond. This period may be extended by the deciding official upon request of the Employee/representative. Reasonable extension of the reply period may be granted by the Employer, on a case by case basis, upon good cause shown.

Section 8. Action by the Deciding official

The deciding official is the individual who makes the final decision to issue a suspension of fourteen (14) days or less or an adverse action after considering information submitted by the proposing official, the Employee's response, and conducting such fact-finding and/or investigations (if any) as deemed necessary. After hearing and considering the Employee's response, the Employer will act in good faith to render a decision as quickly as possible to ensure timely discipline (unless good cause is shown, the decision will generally be rendered within 30 days of the employee's response). If the decision is to effect an action specified in this section, it will specify the reason therefore, the effective date, the action to be taken, and the decision appeal rights.

Section 9. Effective Dates

A. A disciplinary action involving a suspension of one (1) to fourteen (14) calendar days will not be effective earlier than fifteen (15) calendar days from the date of receipt of the proposal by the Employee.

B. An adverse action will not be effective earlier than thirty (30) calendar days from the date of receipt of the proposal by the Employee.

C. These time frames shall not preclude the Employer from taking immediate action, if the Crime Provision is invoked, in accordance with 5 USC 7513 (b)(1) and 5 CFR 752.404 (d).

Section 10. Appeal Procedures

A. The appeal of a Letter or Reprimand or a suspension of less than fourteen (14) days is through the negotiated grievance and arbitration procedure.

B. An Employee against whom an Adverse Action is taken is entitled to appeal to the Merit Systems Protection Board (MSPB) or through the contractual grievance and

arbitration procedure, but not both. An appeal through the MSPB must be made within twenty (20) days of the effective date of the Adverse Action and an appeal under the negotiated grievance procedure must be filed within twenty-one (21) calendar days of the effective date of the Adverse Action.

Section 11. Access to Records

An Employee or the Union with the written permission of the Employee shall have access to that Employee's official personnel records subject to Office of Personnel Management rules and regulations.

GRIEVANCE PROCEDURE

Section 1.

The purpose of this Article is to provide procedures for the consideration and resolution of grievances. Such procedures as stated herein will be the exclusive procedures available to the Union, the Employer and the Employees in the Unit for resolving grievances. Both the Union and the Employer will work to resolve issues at the lowest level possible.

Section 2.

Any employee or group of employees in the unit may present grievances to the Employer and have them adjusted, without the representation or intervention of the Union, as long as the Union has been given an opportunity to be present at the adjustment, and the adjustment is consistent with the provisions of this Agreement. If the employee(s) chooses to be represented, he/she must be represented by the Union or an individual approved by the Union.

Section 3.

For the purpose of this Article, a grievance is defined as any complaint:

- A. by an employee concerning any matter relating to the employment of the employee within the control of the employer,
- B. by the Union concerning any matter relating to the employment of any employee within the control of the Employer; or
- C. by an employee, the Union or the Employer, concerning:
 - aa. the effect of interpretation or a claim of breach of the Collective Bargaining Agreement; or
 - bb. any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

Section 4.

It is agreed that the grievance procedures are available to employees in the bargaining unit in processing grievances and complaints under this Agreement. The negotiated grievance procedure will not cover matters for which the employee has invoked proceedings under a statutory appeal procedure.

Section 5.

Excluded from coverage under this grievance procedure are matters concerning:

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

Section 6.

Unit employees subject to adverse actions affected under 5 USC 752 or 432 (i.e. removal, suspension for more 14 calendar days-furloughs without pay, reduction in grade or pay) may either appeal the action through statutory appeal procedures, or grieve the action under the provisions of this Article, but not both. Disciplinary action other than those adverse actions cited above may be subject to a grievance by employee under the negotiated procedures. The employee will be deemed to have exercised his/her option only when the employee files a timely written grievance or appeal.

An aggrieved employee affected by discrimination based on age, sex, race, religion, national origin, color or mental or physical handicap may raise the matter under the statutory procedure (EEO Complaint Process) or the grievance procedure, but not both. An employee shall be deemed to have exercised their option to raise the matter under a statutory procedure or the grievance procedure at such time as the employee timely initiates an action under the applicable statutory procedure or timely files a grievance. Selection of the grievance procedure in a grievance containing charges of discrimination based on the above noted factors in no manner prejudices the right of the employee to request the MSPB or EEOC to review the final decision.

Section 7.

Employees will be given a reasonable amount of official time without loss of pay or charge to leave for the purpose of preparing and/or presenting the grievance.

Section 8.

Unless mutual agreement is reached for extended time limits, failure to meet specified time limits will result in the following:

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

Section 9.

When substantially identical grievances are submitted by more than one employee, only one grievance will be processed under this procedure, and the disposition of that grievance will be the disposition of all such grievances. If a named grievant in a group grievance withdraws prior to resolution, the Union may continue to process the grievance.

Section 10.

An employee or group of employees or the Union, wishing to initiate a grievance may proceed as follows:

Informal Step - An informal grievance must be presented by the grievant or steward orally or in writing to the grievant's immediate supervisor within twenty one (21) calendar days of the occurrence of the event or action prompting the grievance or the date the grievant became aware of the action. When the grievance concerns relationships with, or actions taken by, the immediate supervisor, the grievance may be presented to the next higher level of supervision. If the grievance is presented orally, the employee must make clear that he/she is presenting a grievance. All grievances, whether presented in writing or orally, must include relevant information and must be sufficiently specific to identify the basis of the grievance and the remedy requested.

The supervisor may make whatever investigation he/she considers necessary and will provide a written response to the grievance within ten (10) calendar days.

Formal Step 1 - If the grievance is not satisfied with the response at the informal step, the grievance may be submitted in writing to the employee's Division Chief, with ten (10) calendar days from the date of receipt of the informal stage response. The written grievance shall include relevant information and must be specific with respect to the action being grieved, and to the extent possible. The contract section or sections (including any regulations, practices or procedures in dispute) and the remedy requested. The Division Chief and the immediate supervisor shall meet with the grievant and the steward within 7 calendar days following the receipt of the written grievance in order to attempt resolution of the grievance. The Division Chief will within ten (10) calendar days, render a written decision. (If the Division Chief served as appropriate official to address a grievance at the informal step, the grievance may be submitted in writing to the Assistant Superintendent).

Formal Step 2 - If the matter is not satisfactorily settled at Formal Step 1, the employee or the Union may submit the grievance in writing to the Superintendent within ten (10) calendar days after receipt of the Formal Step 1 decision. Within 10 calendar days, the General Superintendent shall meet with the grievant, chief steward/steward to attempt a resolution. The Superintendent will review the grievance and issue a written decision to the employee within twenty (20) calendar days after the 2nd step meeting.

Section 11.

If the Formal Step 2 decision is unsatisfactory to the employee and the Union, the Union must submit the grievance to arbitration within (30) calendar days after receipt of the General Superintendents decision, unless the parties by mutual consent agree to mediate the dispute. In which case the matter will be submitted within ten (10) days of the completion of mediation efforts.

Section 12. General

- A. All references to days are calendar days; however, if a time limit falls on a Saturday, Sunday or holiday, the time period shall be extended to end on the next regular work day.
- B. At each step of the grievance procedure, only information pertaining to the particular grievance shall be considered and discussed.
- C. It is agreed that at each formal step above the Business Manager and Personnel Director may at the option of either the union or the Employer, be present at any step of the grievance for the purpose of resolving the grievance. In addition, either the Union or the Employer at its option may have additional persons present at such meetings who can furnish information, which will contribute to resolution of the grievance. The attendance of these additional persons will be limited to the presentation of such factual information.
- D. Any step of the grievance procedure may be waived by the mutual consent of the parties. All time limits may be extended by mutual agreement. Nothing in this Article will preclude the parties from attempting to settle grievances informally, and such efforts are encouraged.

ARBITRATION PROCEDURE

Section 1.

If the procedures in the Grievance Procedure Article fail to resolve a grievance and the Union or the Employer wishes to pursue the matter further, the grievance shall be referred to arbitration. The request for arbitration shall be made within thirty (30) calendar days from the date of the General Superintendent decision in Step 2 of the Grievance Procedure.

Section 2.

Within seven (7) calendar days from the day of receipt of an arbitration request the Union and Employer shall meet and endeavor to agree on the selection of an arbitrator. If agreement cannot be reached then both parties will request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrator. The parties shall meet within seven (7) calendar days after the receipt of such list. If they can not mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one of the arbitrator's name from the list of seven (7) and shall then repeat the procedure. The remaining name shall be the duly selected arbitrator.

Section 3.

The jurisdiction and authority of the chosen arbitrator and his/her opinions as expressed will be limited to the application and interpretation of the provisions of agreement and the application of policies, rules, or regulations which fall within the scope of the negotiated grievance procedure. The arbitrator will not have the authority to change, modify, delete or add to the provisions of this agreement or any rule, regulation, or policy considered in the arbitration since that is the exclusive right of the contracting parties only.

Section 4.

The fee and expenses of the arbitrator shall be born equally, by the Employer and the Union. The arbitration hearing shall be held during the regular day shift work hours of the basic work week of Monday through Friday, and all employee witnesses and employee appellants shall be in a pay status, if otherwise entitled without charge to annual leave while participating in the arbitration proceeding.

Transcription costs shall be born by the party requesting the transcript, and will be born equally if requested by both parties.

Section 5.

The arbitrator will be requested by the parties to render a decision as quickly as possible, but in no event later than thirty (30) calendar days after the conclusion of the hearing, unless the parties otherwise agree. Either party may file exception with the Federal Labor Relations Authority under procedures established by the authority.

EMPLOYEE ASSISTANCE PROGRAM

Section 1.

The Employer and the Union recognize alcoholism, drug abuse and emotional problems of an employee as treatable health problems and that such problems can be resolved with proper treatment so that the employee can return to high levels of productivity. To assist such employees, the Employer agrees to continue to administer such an employee assistance program in accord with applicable laws rules and regulations.

Section 2.

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

To encourage employees to participate and benefit from the EAP program, the Employer acknowledges that while employees are not immune from discipline it may be in the best interest of the employee to hold in abeyance any proposed disciplinary action until the employee has met and completed the requirements of the program. The fact that an employee is actively pursuing an established program of rehabilitation will be considered to determine if any disciplinary action is appropriate.

Subsequent offenses, similar or related in nature, of employees who have participated in EAP and who may be required to continue or renew their participation in EAP shall be considered on a case by case basis and good faith participation shall be considered in determining appropriate disciplinary action.

Section 3.

Participation in the program will not jeopardize an employee's job security or opportunity for promotion, if he/she otherwise meet all eligibility requirements.

Section 4.

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 or other approved leave for this purpose. Such leave requests shall be considered in accordance with applicable policies, regulations and procedures, and each case shall be considered on its own merits.

Section 5.

Union officials and stewards are influential in creating employee confidence in the EAP program, therefore, Union representatives will be included in briefing sessions or other training and orientation programs so that there will be mutual understanding of policy, referral procedure, and other elements of the EAP counseling program.

UNION FACILITIES

Section 1.

The Employer agrees to provide a private office for the Union on the grounds of Fort Mason or the Presidio. The Employer agrees to provide a desk, chairs, book shelves and file cabinets to furnish the Union office. If the Union office is in an area where janitorial services are normally supplied, those services will be extended to the Union office.

The Union will pay the cost of a telephone and installation of a telephone line. The Employer will pay the monthly flat rate charge for the telephone line. The Union agrees that the telephone will only be used for official Union business. The Union's telephone number will be listed in the GGNRA telephone directory.

The Employer agrees to provide to the Union access and use of Fax, Typewriter and Copy Machines.

Section 2.

The Employer agrees to designate a space two (2) feet by two (2) feet on all official bulletin boards located in the bargaining unit. This space will be appropriately marked to indicate that it is reserved for Union matters.

Section 3.

The Employer agrees that the Union may use available meeting space outside regular working hours for conducting internal Union affairs.

Section 4.

The Employer agrees to provide the Union Stewards access to telephones for conducting Labor Management business.

Section 5. Directives/Information

The Employer agrees to provide the Union copies of Regulations, Directives, Instructions and Notices relating to personnel or employment conditions when received.

New Employee Orientation

Section 1.

All new bargaining unit employees may be provided an orientation by the Employer in group sessions or individually based on the needs of the Employer.

Section 2.

Unit employees will be advised during orientation that the Laborers' International Union, Local 1276, is the exclusive union representative.

The Union shall be allowed a reasonable amount of time not to exceed 20 minutes for the purpose of orientation for newly hired employees during Employer scheduled orientation meetings. This orientation will be to inform employees of their rights under the negotiated Agreement and any other benefits provided by the Union.

The Union may distribute an informational packet to each employee.

Section 3.

The Employer will inform the Chief employees within 15 calendar days designee will also be advised of meetings.

Steward or designee of new unit of EOD. The Chief Steward or Employer scheduled orientation

Upon request, but no more than quarterly, the Employer will furnish the Union with a list of names of unit employees.

DUES WITHHOLDING

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

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

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

Section 4. Allotments for union dues must be authorized on Standard Form No. 1187. Members wishing to participate in the dues withholding program may authorize a pay allotment to cover union dues by submitting a signed SF 1187 to the Union Treasurer or designated representative who will certify that the employee is a member in good standing in the Union. He/she in turn will submit the forms to the Park's PAY/PERS Coordinator or designee. Dues allotment forms, received from the Union on the second Monday preceding the beginning of a pay period, will be effective in the following pay period.

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

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

Section 7. A member may revoke his/her allotment for union dues by submitting to the Payroll Office a completed and signed Standard Form No. 1188. When a member does not use a SF 1188,

other written memorandum of revocation signed and dated by the member will be accepted. The dues revocation notification must be received by the Employer at least one pay period prior to the anniversary date. The effective date of such revocation shall not be less than one full year of the anniversary date of employee signing the SF 1187 and thereafter only on the anniversary date of the authorization. The Employer will provide the Union (by fax) appropriate notification of the revocation. A duplicate copy of the SF 1188, when completed by the member, can be used for this purpose.

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

Section 9. Remittances for the amount due to the Union will be sent to the treasurer of the union, who is hereby designated to receive remittance by U.S. mail. A remittance statement will be sent to the Union and shall include:

- the agency and installation
- name of union
- names and social security numbers of members for whom deductions were made and deduction amount
- total number of members for whom dues were withheld
- net amount remitted

DISTRIBUTION OF AGREEMENT

Section 1. An approved copy of this Basic Agreement shall be given, by the Union, to each employee represented by the Union and to new employees in the bargaining unit. Copies will also be provided for distribution in accordance with National Park Service and Department of the Interior instructions. Costs for reproducing this Agreement shall be bourn by the Employer.

DURATION OF THE AGREEMENT

Section 1. This Agreement will remain in full force and effect two (2) years from the date the agreement is approved by the Director of Personnel, Department of the Interior or 30 days from submission to the Director, if the Director takes no action. At least sixty (60) but not earlier than ninety (90) calendar days prior to the two year expiration date of this agreement, and provided the Agreement has not been terminated at an earlier date, representatives of the Employer and the Union shall meet for the purpose of commencing the negotiation of a new Agreement. However, this Agreement will be automatically renewed for an additional two year period if neither party requests negotiations in writing by the 60th day prior to its terminal date.

Section 2.

(a) This agreement may be opened for amendment by mutual consent of the parties.

(b) Requests for such amendments must include a summary of the amendment proposed and make reference to the law, regulation, or reason which necessitates the request. The request must be received by the other party at least sixty (60) days prior to negotiations.

This Labor-Management Agreement is executed by signature of the parties this 2/23/95 1995.

For Union:

[Redacted Signature]

Chief Negotiator

[Redacted Signature]

Negotiator

Approved:

[Redacted Signature]

Department of the Interior

For the Employer:

[Redacted Signature]

General Superintendent

[Redacted Signature]

Chief Negotiator

[Redacted Signature]

Negotiator

[Redacted Signature]

Negotiator

[Redacted Signature]

Negotiator

[Redacted Signature]

Negotiator

June 14, 1995
Date Approved