

COLLECTIVE BARGAINING AGREEMENT

between the

UNITED STATES
DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

Independence National Historical Park

and

Fraternal Order of Police
First Federal Lodge, F-1

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ARTICLE I
PARTIES AND PURPOSE OF THE CONTRACT

SECTION 1. Pursuant to the policy set forth in the Civil Service Reform Act of 1978, and subject to all applicable statutes and regulations currently in effect and issued by the Office of Personnel Management, Department of Interior and the National Park Service, the following articles constitute a Contract by and between the National Park Service, Independence National Historical Park, hereinafter referred to as the Employer, and the Fraternal Order of Police, First Federal Lodge F-1 PA, hereinafter referred to as the Union.

Section 2. Witnesseth: In consideration of the mutual covenants herein set forth, the parties hereto intending to be bound hereby agree as follows:

WHEREAS It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and the well being of employees within the meaning of the Civil Service Reform Act of 1978, to establish a basic understanding relative to the personnel policies, practices, procedures and matters affecting conditions of employment within the jurisdiction of Independence National Historical Park, National Park Service, and to provide means for amicable discussion and adjustment of matters of mutual interest at Independence National Historical Park, do agree to the following provisions, now therefore:

Section 3. Recognition: The National Park Service recognizes that the Fraternal Order of Police is the exclusive representative of all employees in the unit known as Independence National Historical Park as defined in section 4. In accordance with applicable Federal law, the Union recognizes the responsibility of representing the interest of all Rangers in the Bargaining Unit without discrimination and without regard to employee organization membership with respect to grievances, personnel policies, practices, procedures and matters affecting their general working conditions.

Section 4. Unit Determination: The recognized Unit is all Park Technicians (Law Enforcement) of Independence National Historical Park, excluding professional employees, management officials, supervisors and employees engaged in federal personnel work in other than a purely clerical capacity. This determination is based upon the United States Department of Labor Certification of Representative dated July 15, 1977 in case number 20-06112. Park technicians (Law Enforcement) have since been converted to Park Rangers (Protection).

Section 5. Definitions: The following definitions of terms used in this Contract shall apply:

A. Worksites: Consists of the following installations under the legislative jurisdiction of the National Park Service within the city limits of Philadelphia, Pennsylvania that are commonly known

as Independence National Historical Park and the Unit Sites that it administers.

B. Confer: Oral or written discussion between representatives of the Employer and representatives of the Union for purpose of exchanging views or information concerning the formulation or adjustment of personnel policies and practices affecting the general working conditions of Rangers in the Unit.

C. Impasse: The inability of the representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters through the bargaining process.

D. Negotiation: Bargaining of representatives of the Employer and the Union on appropriate issues relating to the terms of employment, working conditions, and personnel practices with the view of arriving at a mutually acceptable agreement.

E. Emergency Situations

1. What is an Emergency Situation?

An Emergency Situation is one which poses sudden, immediate or unforeseen work requirements on the Employer as a result of natural phenomena or other circumstances beyond the Employer's reasonable control or ability to anticipate.

The Employer will give such notice as is practicable if an emergency situation necessitates the deployment of personnel outside Independence National Historical Park.

When a bona fide emergency occurs, as determined by the Agency, the Agency agrees to use its best efforts to minimize the impact on members of the bargaining unit in terms of overtime assignment and/or cancellation of days off and/or annual leave.

As soon as practicable, the Agency agrees to meet with the FOP to resolve any impact issues resulting from the continuance of the condition which cause an emergency or special event.

F. Extreme conditions

Extreme conditions and exposure to the elements are part of the duties assigned to Rangers at INDE. During times when a Ranger would be required to endure extreme weather beyond a reasonable period of time, the Agency will make a reasonable effort to relieve the employee or provide an appropriate break from the weather.

G. Worksite Unit: A group of employees who by their work functions are separate and distinct from another group of employees within a worksite.

H. Mandatory Overtime: Any overtime that can not be filled on a voluntary basis.

Article II
Provision of Law and Regulation

Section 1. ~~Prior to implementing any future~~ Department of Interior or National Park Service regulations that conflict with this agreement, the parties will negotiate any negotiable changes prior to the implementation, unless the changes are required by law, or by regulations of the authority outside the Department of Interior, National Park Service, before this agreement expires.

Article III
Rights and Obligations of Rangers and the Union

Section 1. The Employer shall in no way restrain, intimidate, interfere with, coerce or discriminate against designated members of the Union in the exercise of their right to serve as representatives for the purposes of collective bargaining, handling of grievances and appeals, furthering effective labor-management relations or acting in accordance with applicable regulations and agreements on behalf of Bargaining Unit employees.

Section 2.

A. The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more members of the Unit or their representatives concerning any grievances or any personnel policy or other general conditions of employment. Representatives of the Employer involved in such meetings shall notify the Union prior to the start of such meetings and as soon as practicable after the time, date and place of such meeting is known.

B. Whenever a Unit member is subjected to formal systemic questioning by representatives of the Employer where a disciplinary or adverse action is contemplated or where the Bargaining Unit employee reasonably believes that the examination may result in disciplinary action, or for any reason which could lead to criminal charges, or where a grievance is in progress, the Bargaining Unit employee being questioned shall, upon request have the right to be represented by Union representative.

Section 3. The Union shall have the right to have one representative participate in orientation sessions for new Bargaining Unit employees held in the park.

Section 4. A Bargaining Unit employee has the right to have both the Employer and the Union apply all provisions of this Contract fairly and equitably without regard to race, creed, color, national origin, sex, age as prescribed in existing regulations, marital status, physical handicap, lawful political affiliation(s), or membership or non-membership in a lawful union.

Section 5. The Union has the right to receive free access to copies of all current Employer-issued rules and regulations relating to personnel policies, practices and working conditions that affect the Union and shall be placed on the distribution list for new issuances.

Section 6. The Union, as representative of Bargaining Unit employees, shall have the right and responsibility to present its

views to the Employer either orally or in writing concerning grievances and personnel policies and practices or other matters affecting general working conditions of Bargaining Unit employees.

Section 7. The Union will represent all employees in the Bargaining Unit on a fair and equitable basis. Special benefits or rights will not be given to Union members over non-members. Management has the right to grieve or contest any such benefit or special right if it relates to the Labor-Management relations area.

Section 8. Any activities performed by any Bargaining Unit employee relating to the internal business of a labor organization, including the solicitation of membership, elections of labor organization officials, and collection of dues, shall be performed during the time the Bargaining Unit employees are in a non-duty status.

Section 9. The Union shall not call or engage in a strike, work stoppage or slowdown in a labor-management dispute; or condone any such activity by failing to take affirmative action to prevent or stop it.

Section 10. The Union may engage in informational picketing which does not interfere with agency operations. Such picketing shall be conducted in accordance with rules and regulations concerning gatherings on Federal property, including the Superintendent's Compendium. A permit will be obtained, if necessary. Such picketing shall be conducted during the Ranger's non-duty hours, and Rangers are not permitted to wear the Park Service Uniform, in whole or in part, or use Official Government vehicles, equipment or supplies during such picketing.

Section 11. The Union shall not act in an arbitrary or capricious manner when exercising its rights under this Agreement. This shall not restrict the Union's right to bring a grievance under this Agreement.

Article IV

Rights and Obligations of the Employer

Section 1. Management shall have the right:

A. To determine the mission, budget, organization, number of employees and internal security practices of the agency;

B. In accordance with applicable laws,

1. To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

2. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

3. With respect to filling positions, to make selections for appointments from:

a. among properly ranked and certified candidates for promotion; or

b. any other appropriate source; and

4. To take whatever actions may be necessary to carry out the agency mission during emergencies.

C. Nothing in this section shall preclude the Employer and the Union 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 management officials of the Employer will observe in exercising any authority under this section; or

3. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Section 2. The Employer shall not act in an arbitrary and capricious manner when exercising its rights under this Agreement.

Section 3. The Employer's regulations or published policies pertaining to personnel policies, practices and matters affecting working conditions shall remain in full force and effect and may only be modified or superseded by regulations of higher authority or via procedures set forth in this Contract, Article II.

Article V
Equal Opportunity

Section 1: The Employer and the Union agree to cooperate in providing equal opportunity for all qualified persons; to prohibit discrimination because of age, sex, race, creed, color, lawful political affiliations, union membership, physical or mental handicap, marital status, or national origin; and to promote the full realization of equal employment through a positive and continuing effort.

Section 2. Through the procedure established for Union-Management cooperation, each party agrees to advise the other of outstanding equal opportunity problems of which they are aware. The Employer and the Union will jointly seek solutions to such problems involving the Bargaining Unit through personnel management procedures and programs provided in this Contract and in Agency regulations.

Article VI
Personnel Record Systems

Section 1. The Employer agrees that the National Park Service will establish and maintain only those personnel records systems that are authorized by law and regulation, and furthermore, that the maintenance of such systems will be in full compliance with both the Privacy Act and the Freedom of Information Act.

Section 2. Each employee or their designated representative (who has a written release from the employee allow them to have access to the requested documents) will, upon request, have access to all documents appearing in their official personnel folder and/or any other such records system, with the exception of records restricted by law or regulation. The Employer will make these records available upon receipt from the servicing personnel office in response to the employee's request therefore in the Employer's office. Under no circumstance will the Employer release information contained in personnel records to third parties under circumstances other than those prescribed by law and regulation.

Section 3. Personnel record systems maintained by the Employer which are used for the purpose of evaluating the employee will not contain material which may have an adverse effect on the employee's evaluation unless the affected employee has been made aware of the presence of such material and counseled appropriately as determined by the Employer. Employees will be provided a copy of all information placed in their official personnel folder, with the exception of information which may be restricted by law or regulation. Any disputes relative to the inclusion of material that may have an adverse effect on the employee's evaluation shall be resolved by the grievance procedures set forth herein.

Section 4. Employees shall be provided with a copy of all letters of commendation. A copy of any unsolicited letter of complaint that the Employer does not disregard as unfounded will be provided to the employee, with the sender's address and/or telephone number being deleted first.

Article VII
Position Descriptions

Section 1. Each employee will be given a legible copy of their position description by the Employer.

Section 2. The Union has the right to bring to the Employer's attention cases in which it is alleged that an employee or employees are, in other than emergency situations, assigned duties improper to their classifications and job descriptions.

Section 3. The Agency agrees there should be consistency between the employee's position description and critical results.

Article VIII
Training and Employee Development

Section 1. The Employer and the Union agree that the training and development of employees within the unit is a matter of primary importance to the parties. Therefore, the Employer agrees to encourage actions to insure equal opportunity for all employees to participate in training and development programs related to their positions and as appropriate.

Section 2. Insofar as possible, the Employer will provide a positive program of employee development, which will be available to all qualified unit employees, utilizing the resources of the Department, the National Park Service, and the community and a full range of training and development techniques to accomplish that end. Such techniques may include, but are not limited to, on the job training, National Park Service and Departmental training course, understudy arrangements, ad hoc assignments, lectures, seminars, group meetings, outside course work, and field trips, details to other parks.

Section 3. Employees will be informed of available training as early as practicable to allow them to seek their supervisors' recommendation in time to be considered.

Section 4. Equal consideration will be given to all qualified employees. Time permitting, Bargaining Unit employees will received consideration for available formal training opportunities either by self-nomination concurred in by their supervisor, or direct nomination by their supervisors.

Under normal circumstances, the Training Specialist will create a rating matrix, evaluate nominees by application and recommend the highest rated nominee to the Chief Ranger, who will act on that nomination.

However, it is recognized that there may be conditions that may not fit this process, either for time constraints, because the training is mandatory or directly related to a certain specialization or deficiency or requires a prerequisite or is assigned on the basis of seniority.

Section 5. In accordance with DO/RM 9, the Employer will provide training and developmental experiences sufficient to enable bargaining unit employees to obtain and maintain a type I law enforcement commission.

Section 6. Within available funds, the Agency will provide ammunition for firearms proficiency training in a fair and equitable manner with the highest priority given to those with a demonstrated need for improvement under the guidelines of DO/RM 9.

Article IX
Overtime

Section 1. Overtime shall be assigned on a rotating basis without discrimination. Before making overtime assignments, management will first solicit volunteers from among qualified employees. The Employer reserves the right to require overtime in emergencies and for other compelling needs. Should a ranger be ordered to work overtime and through his own initiative, after notifying management, is able to locate a relief he will remain on duty until the relief ranger replaces him/her. Such attempts will not interfere with the performance of assigned duties. If operational needs of the Employer allow, employees will normally be given fourteen days notice of scheduled overtime.

Section 2. Employees with health deficiencies or whose health or well being would be jeopardized by overtime work shall be excused from overtime, upon recommendation of an agency physician to the Employer. Any dispute arising from conflicting medical opinions shall be referred to arbitration under Article XVII.

Section 3. Employees working overtime after the start of a regular work shift shall be allowed to take non-pay breaks prior to starting the overtime work assignment, circumstances permitting.

Section 4. The Employees shall give as much advance notices as circumstances permit when assigning overtime work to employees.

Section 5. The Employer shall not assign overtime work as a reward or penalty.

Section 6. The Employer shall notify the employee as soon as practicable of cancellation of scheduled overtime.

Section 7. The Employer agrees that all employees performing their work assignments in excess of eight (8) hours per day or in excess of forty (40) hours per week shall be compensated in accordance with existing laws.

Section 8. Employees shall receive at least two (2) hours paid in accordance with appropriate federal pay regulations if called back to work overtime at a time outside of and unconnected with the regular tour.

Article X
Scheduling

Shifts

The parties agree that they will meet further to create a mixed/blended shift which is comprised of both permanent shift positions and rotating positions, which will rotate every 90 days.

The Agency retains the right to determine the number of permanent positions/grades to each shift.

Section 1. The standard work shift will be eight and one half (8.5) hours in duration, inclusive of a thirty (30) minute lunch break. Rangers will not be compensated for their lunch period as hours worked unless they are called to duty from lunch and actually perform work during that time. In this case, if they elect to forego the remainder of their lunch period, they will be paid for the time actually worked in increments of fifteen (15) minutes.

Section 2. Normally, the employee will be given a minimum of ten (10) hour of off-duty time between regularly scheduled shifts.

Section 3. The Employer will be open to various types of duty schedules, to include Four Day work week and Permanent Night Shift. The Union and the Employer will cooperatively work in exploring these alternatives.

Section 4. Seniority for lieu days shall be determined by the date that the employee enters on duty to Independence NHP into a commissioned position. In the event of a seniority tie, the employee's Service Computation Date will be used. In the event of a further tie, preference will be determined by random lot.

Section 5. Once a shift schedule is issued, the Employer will attempt to maintain it. If a change occurs, the affected Ranger will be personally notified.

Unless operational needs of the agency require, a Ranger's duty scheduled will not be changed unless the Ranger is provided with at least seven (7) days notice of the change.

In the event that the agency determines that a change in duty schedule is required, and where based on the agency's operational needs, the changes in duty schedules does not require that a particular employee fill the change, the agency agrees to solicit volunteers for the duty change. Where no employee volunteers for the position, the agency may designate an employee to fill the position, on a rotational basis.

In any case where changes in duty schedules result from circumstances that could have been anticipated, the matter will be brought to the attention of the Assistant Chief Ranger, who will take whatever action is appropriate to preclude a replication of that situation.

The Resource and Visitor Protection operation is a round the clock program that requires the development and exercise of differing skills and abilities depending upon the shift assignment of the employee. In an effort to allow Bargaining Unit employees the opportunity to develop the full range of public safety duties a rotating shift schedule is in place.

All rangers are assigned to permanent patrol squads. Each squad will be assigned a specific work shift. When practical, rangers possessing specialized skills or characteristics will be assigned in an effort to equally distribute those skills and characteristics among all squads. Subject to the operational needs of the Employer, the work shift assigned to each squad will be changed to the next later work shift every six pay periods.

Management will determine the number, type and grades of personnel assigned to each shift. Nothing will preclude assignments of personnel to shifts based on needs for training, developmental opportunities, remedial efforts (including closer supervision), mentoring or in the event of an emergency.

Article XI
Leave and Holidays

Section 1. Sick Leave

- A. Employees shall accrue sick leave in accordance with applicable statutes and regulations.
- B. Employees have the right to make appointments to receive medical, dental, surgical, optical or other examinations or treatments chargeable to sick leave, and to request sick leave from their supervisor for those purposes. Advance notice shall be given the employee's supervisor for pre-confirmed medical/dental appointments. Employees will work with their supervisors to arrange these appointments at times when operations would permit their absences.
- C. Employees shall not be required to furnish a medical certificate to substantiate a request for approval of sick leave, unless such sick leave exceeds three consecutive work days, except in individual cases if there is reason to believe the employee is abusing or using excessive sick leave. At the Employer's discretion, the Employer may advise the employee in writing that he/she has a questionable sick leave record and explain why the employee is suspected of abusing sick leave. He/she may also be advised in writing that if his/her record does not improve, a medical certificate may be required for each absence on sick leave. If this does not bring about an improvement in his/her sick leave record, the employee may be notified in writing that all future requests for sick leave must be supported by a medical certificate, and that he/she may also be advised in the same written action, fully and factually, of the reasons therefor.
- D. Notices of a questionable sick leave record shall not be based on absences which have been validated with medical certificates or for days the employee has been sent home sick by the Employer.
- E. The leave records of employees required to submit a medical certificate shall be reviewed by the immediate supervisor on an annual basis from the date of the requirement. In the event this review results in a negative determination, the decision shall then be reviewed by the next level of supervision. The requirement shall be rescinded, in writing, at such time as significant improvement in the employee's sick leave record warrants.
- F. Periods of absence on sick leave in excess of three consecutive work days must ordinarily be supported by a medical certificate to be filed as soon as possible, but not later than five (5) days after return to duty. In lieu of a medical certificate, the employee's signed statement explaining the nature of his illness may be accepted, when it is unreasonable to require a medical certificate because the illness does not require the services of a physician.

G. Unearned sick leave from a minimum of five (5) up to a maximum of thirty (30) work days may be advanced in accordance with Departmental and National Park Service regulations upon request of an employee in cases of serious illness and disability.

H. If a dispute over this section is not resolved to the satisfaction of the Union and the employee, the Employer shall make available to the employee and his/her designated representative, sick leave records and all evidence relied upon by the Employer as reason to believe that the employee is abusing sick leave privileges.

Section 2. Annual Leave

A. The Employer agrees to schedule and approve annual leave requests as appropriate so employees will not forfeit annual leave. The Chief Ranger or his designee shall request unit employees to submit their tentative annual leave requests (all periods of five (5) or more consecutive days) by March 1 of each year. Approvals will be based on seniority. The Chief or his designee will post this tentative leave schedule by March 31. When it is not possible to please all the employees for the same period, the leave requests will be considered in the order in which they were received.

B. When an employee has made a request for annual leave of five (5) consecutive days or more and he/she wishes to change his/her selection, it must be with the approval of the supervisor who considers other affected employees and the Park's workload requirements.

C. When the Employer finds it necessary to adjust the dates of previously approved leave, the reasons for such action will be given in writing to the employee.

D. Annual leave for emergency purposes will be approved when requested by employees whenever possible, subject to the submission of administratively acceptable evidence.

E. Leave not requested per A above and where operations permit, if employee has leave to his/her credit, will normally be approved. These leave requests will also be considered in the order in which they were received.

F. Independence NHP may cancel previously approved annual leave and require rangers to report for duty for emergency reasons. Approved annual leave will not be canceled for arbitrary or capricious reasons. The Agency will make every reasonable effort to accommodate an employee who has purchased plane tickets, cruise line tickets, hotels, etc., prior to canceling their leave.

Section 3. Leave Without Pay

The Union may designate employee members as representatives

elected or appointed as delegates to any Union activity necessitating a leave of absence. Such employees may be granted annual leave or leave without pay, not to exceed then (10) working days, after due consideration is given to the needs of the Park. The Union agrees that the request for a period of leave without pay from an employee of the unit, for purposes of conducting Union business, must be submitted in writing, directly from the employee to the Employer at least one pay period in advance.

Section 4. Holidays

A. When it is necessary to work on any legal holiday, such work assignments shall be distributed without discrimination, on a rotating basis among qualified employees normally assigned to the required duties of the unit.

B. Protection of the resources would take priority in scheduling assignments on all holidays.

Article XII
Health, Safety and Light Duty

Section 1. Health and Safety

- A. The Employer shall provide and maintain safe and healthful working conditions in accordance with controlling laws and executive orders.
- B. The Employer will take prompt and appropriate action to eliminate unsafe conditions and correct unsafe practices.
- C. The Employer shall arrange for and provide prompt transportation from the work site for employees injured while on duty to and from the hospital or physician's office for treatment and examination. If the employee is unable to convey themselves to their home domicile because of a work related injury, contemporaneous to the injury, transportation will be provided by the Employer.
- D. The Employer has the responsibility, subject to Departmental and NPS regulations, to provide employees with special tools, safety clothing, and items necessary to perform all work safely.
1. The Employer will make the following equipment available at strategic locations in the park: hard hats, puncture resistant gloves and cut-resistant gloves with kevlar lining. CPR microshields will be issued to those CPR certified.
2. Each employee shall receive from the Employer individual ballistic vests. Each vest shall be replaced according to the manufacturer's recommendations and guidelines. Any vest found to have ballistic integrity problems will be replaced. The ballistic vest that each employee wears shall at least meet the ballistic rating for the weapon that the employee carries.
- E. In circumstances where it is unusually unsafe as determined by the Employer and the presence of a second law enforcement ranger would contribute to a safer response or patrol, the supervisor will make every effort to make assignments in crews of two or more.
- F. Where an area is believed to be a health hazard or potentially contains hazardous material, the employee shall consult with his or her supervisor, who shall determine the appropriate level response. Any entrance would be in compliance with OSHA regulations.
- G. The employer agrees to maintain adequate lighting, heating and air condition within all National Park Service enclosed buildings and structures used as permanent work areas for unit employees subject to the availability of funds.
- H. The Employer shall arrange for and provide Hepatitis B

immunization shots and medically accepted procedures for followup testing at the option of Bargaining Unit employees. The Employer will provide HIV testing for all Bargaining Unit employees who request such testing following a potential work related exposure.

I. Lockers are provided for Bargaining Unit employees on the second floor locker rooms located in 313 Walnut Street. Segregated locker rooms for male and female employees are provided. A break room is located on the first floor of 313 Walnut Street that contains kitchen facilities, including a refrigerator and microwave oven.

Section 2. Light duty Assignment of Ill or Injured Employees

A. The Employer shall make every effort to assign employees to light or limited duty or to effect work assignments that are not detrimental to their health when such needs is substantiated by a physician and the need or disability is of a temporary nature. It is recognized that such assignments may not be available, however, as such light or limited work may not exist in park operations.

B. When an employee who is on light duty as a result of an on-the-job injury, the Employer will make every reasonable effort, subject to operational requirements, to assign that employee to a tour of duty which would not require the employee to obtain followup medical treatment, if needed, on their own time.

C. When a unit employee is found by a physician to be medically unable to perform the duties of their position because of environmental conditions and it is the opinion of the physician that such employee should relocate, the Employer agrees to call the attention of the proper office the desires and wishes of this employee.

Article XIII
Disciplinary Actions

Section 1. Disciplinary action can be taken for the purpose of correcting offending employees, maintaining discipline and morale among other employees and for promoting the efficiency of the Service. If this aim can be accomplished through orally admonishing the offender, an oral warning, written warning and/or a letter of requirement in routine matters, formal disciplinary actions may not be necessary.

Section 2. When issued, a copy of the letter of reprimand or requirement will be signed by the employee. Should the employee refuse to sign the letter, the supervisor will so state on the face of the letter which will be accompanied by the signature of a witness. Letters of reprimand and similar disciplinary type material may be removed from the Official Personnel Folder after one year at the request of the employee's supervisor or higher management official, provided such request is based on demonstrated improvement on the part of the employee. The employee and supervisor shall meet and discuss the employee's improvement or lack thereof at least annually. In any event, the letter of reprimand shall be removed from the employee's OPF within two years of issue.

Section 3. Prior to the initiation of disciplinary action, the employee shall be advised of their right to have the Employer furnish the Union with a copy of the proposed disciplinary or adverse action. The employee shall advise the Employer in writing of their decision.

Section 4. It is further understood and agreed that the Union designee will serve as representative of the employee, if requested by the employee, at any formal hearing. This shall to be construed in any way to negate the requirement that the Union be given the opportunity to be present at all formal discussions between the Employer and the employee.

Section 5. The Union may have present an observer at all hearings in connection with the action unless there is an objection by the appellant on the grounds of privacy, and the objection is sustained by the Administrative Law Judge. Further, said observer shall be afforded the opportunity to present into the record the Union views on the action as requested by the Administrative Law Judge.

Section 6. Should formal discipline be proposed, the Employer shall furnish to the affected employee or union, upon request, all information relied upon to support any proposed disciplinary action.

Section 7. Other than records that are exempt, any record that has not been disclosed to an employee on a timely basis and placed in any file authorized by law, government-wide regulations and this contract should not be used in disciplinary, adverse action or performance based actions unless there is a compelling reason to do so.

Article XIV
Reduction-In-Force and Other Cutbacks

Section 1. The Employer shall notify the Union of the necessity and reasons for a reduction-in-force as soon as the necessity for such reduction-in-force is recognized. The Employers shall also inform the Union when the extent of the reduction-in-force is determined. The Employer shall also inform the Union of the affected competitive levels and the probable number of the employees affected in each level, when such is known to the Employer.

Section 2. In the event of a reduction-in-force, the Employer shall make efforts to place affected employees in positions for which they are qualified in accordance with law and regulations.

Section 3. Career or career-conditional employees separated by reduction-in-force and who have not declined offers of placement in positions of equal grade will be given preference for re-hire by establishment of a re-employment list.

Section 4. When an employee receives a reduction-in-force notice, he/she shall be permitted to review retention lists, including the temporary lists, pertaining to all positions for which he/she is qualified. An employee so affected shall have the right to the assistance of the Union when checking such lists.

Section 5. The Employer shall give the Union and affected employees as much advance notice as possible of impending reduction-in-force, transfers in functions and reorganizations.

Article XV
Consultation and Negotiation

Section 1. Both parties to this Contract have the responsibility to confer and negotiate in good faith, and otherwise in such manner as will further the purposes of the Civil Service Reform Act. Also, they agree to make every reasonable effort to resolve all differences which arise between them in connection with the administration of this Contract.

Section 2. It is agreed and understood that matters appropriate for consultation and negotiation between the Employer and the Union are personnel policies, practices, programs, and procedures related to working conditions that are within the discretion of the Employer, including but not limited to, employee services, training, hours of work, and tour of duty procedures, in accordance with applicable law and Executive Orders.

Section 3. For purposes of this contract, consultation is defined as the exchange of information and discussion of personnel policies, programs, practices and procedures related to working conditions of members of the unit which are within the discretion of the Employer. Such exchanges shall entail exploration of any alternative course of action which may be offered by either party hereto with a view in mind of reaching the best possible approach to the solution of the problem at hand. All consultations will be on official time.

Section 4. Nothing in this Contract shall eliminate the responsibility of the Employer and the Union to meet and discuss matters not covered by this Contract, as they relate to personnel policies, practices and procedures and working conditions involving members of the unit, and that are within the discretion of the Employer.

Section 5. When the Employer desires to change established personnel policies and practices, and matters affecting working conditions that are not controlled by current contractual agreement or a clear and unmistakable waiver is present, then the Employer shall provide adequate notice to the Union and the opportunity for the Union to negotiate such changes. All agreements shall become part of the Contract.

Section 6. Each party will provide the name of its negotiator before the beginning of negotiations. Designation of an alternate may be made if desired. Alternates sitting in as observers will not be on official time. Employees serving as the union negotiator shall be authorized official time for negotiations. For purposes of application, negotiations are defined as the total agreed upon arrangement for the duration of the agreement or as that process beginning with preliminary meetings on ground rules and running through all aspects of negotiation (basis, amendments and midterm modifications), including mediation and impasse resolution processes when needed.

Article XVI
Union Representatives and Shop Stewards

Section 1--Policy Statement

The Employer recognizes that in the furtherance of good labor-management relations as provided for in the Civil Service Reform Act of 1978, Union officials have the responsibility of carrying out representation duties. The parties agree that union officials, when not engaged in authorized labor management activities, are expected to accomplish the duties of the position to which they have been assigned.

Section 2--Designation

A. The Employer agrees to recognize the President, Fraternal Order of Police, First Federal Lodge, the Second Vice President plus two Stewards, all National Officers and legal counsel designated by the FOP.

B. The Union will provide the Employer with a written list of designated Union officials showing name, title, work location and work telephone number on the effective date of this Agreement. The Union will notify the Employer of subsequent changes.

C. The Employer agrees that to enable the Union to meet and discharge its obligations and responsibilities under this Contract, authorized F.O.P. representatives shall be permitted to visit the Park and places of work within the Park during working hours, provided that such visits will not interfere with Park operations. The Superintendent will be notified in advance of any visits to the park by F.O.P. representatives and any scheduling conflicts will be resolved prior to any visit.

Section 3. It is agreed and understood that these Officers have authority to act on behalf of the Union within his/her area of responsibility. It is understood that all supervisors of the Employer, within the scope of their authority, are authorized to speak for the Employer and to conduct business with the Union under this Contract. It is mutually agreed that every effort will be made to resolve problems at the lowest level of supervision. Supervisors will recognized the responsibility of the Union Officers in the performance of their duties under this contract.

Section 4--Allegations of Abuse

Alleged abuses of official time shall be brought to the attention of an appropriate management official on a timely basis by supervisors and management officials. The management official will then discuss the matter with the Lodge President or Second Vice-President. Any pending discussions with the Lodge President or Second Vice-President will not preclude supervisors from taking appropriate action in cases of official time abuse.

Section 5--Training of Union Officials

A. The Employer recognizes that Union sponsored training is an appropriate activity for which official time may be used. It is understood that this section applies to training related to developing representational skills.

B. Training for Union representatives, when the subject matter of such training is of mutual concern to the Employer and the employee in his/her capacity as a Union official, may be approved. This training will not normally exceed 16 hours in a calendar year. As much advance notice as possible and will be given to prevent scheduling problems, and an agenda for the proposed training will be submitted with the request.

Section 6--Official Time Procedures

A. All requests for official time must be approved by the Employer prior to its use. Union representatives will arrange for use of official time with their supervisors using the attached official time form.

B. Supervisors will return the completed official time form as soon as possible to the requesting union representative. Reasonable official time (the amount of time that is appropriate for the matter requested under the law and this agreement) will be approved if the employee can be spared. If the employee cannot be spared at the time requested, the time will be rescheduled at the earliest possible opportunity.

C. Prior to meeting with a grievant or other employee in carrying out their representational functions, Union representatives will make arrangements with the employee's immediate supervisor. If the matter requires the employee to leave their assignment to meet with the representative, the Union representative will make arrangements with the supervisor for the release of the employee.

D. Upon returning to their work site, Union representatives will inform their immediate supervisors of their return to duty. Should additional official time be necessary, additional arrangements should be made with the appropriate supervisors.

E. The parties agree that official time is not appropriate for use by a Union representative for work performed at home or outside the

time the Union representative would otherwise be in duty status. This section is not intended to preclude a remedy of straight time in accordance with case law.

Section 7--Use of Official Time

Representatives of the Union shall receive a reasonable amount of official time for the performance of labor-management responsibilities assigned them by the Union, in accordance with 5 U.S.C. 71 and under the terms of this agreement.

A. Official time for Union representatives falls in the following general categories:

1. Meeting with management officials or supervisors.
2. Preparing replies to the Employer's notice or proposals submitted to the Union for comment.
3. Serving as a Union representative at a formal discussion(s) between the Employer and employee(s) concerning a grievance(s) or any personnel policy, practices or other general conditions of employment.
4. Serving as a Union representative on committees or work groups which include bargaining unit employees.
5. Processing employee complaints and potential grievances on labor-management relations matters.
6. Representing employees in formal appeals, including time spent in preparation and presentation.
7. Labor-management relations training

B. Official time may not be used for internal Union business.

C. Grievants and witnesses will be granted a reasonable amount of official time for the purpose of preparation and presentation of arbitration and grievances under this agreement.

REQUEST TO SCHEDULE OFFICIAL TIME
POP FIRST FEDERAL LODGE UNION REPRESENTATIVES

Name of Union Official: _____

Work Site: _____ Work Phone: _____

Date for Official Time Use: _____

Time for Official Time Use: From _____ To: _____

Place of Official Time Use: _____

Reason for Official Time Use: (Circle all that apply)

1. Meeting with management officials:

(Name of official)

2. Preparing replies to the Employer's notice or proposals to the Union:

(Subject and Date On the Proposal)

3. Serving as a Union representative at a formal discussion(s) between the Employer and employee(s) concerning any personnel policy, practices or other general conditions of employment:

(Location and Date of Formal Discussion)

4. Serving as a Union representative on committees or work groups which include bargaining unit employees:

(Committee or Work group)

5. Processing employee complaints and potential grievances on labor-management relations matters.

6. Representing employees in grievances or other formal hearings, including necessary time for () preparation and/or () presentation:

(Grievant, Appellant, etc.)

7. Labor-management relations training:

(Course Title/Sponsor)

Union Representative Signature _____ Date Submitted _____

APPROVED _____ DENIED _____ Other _____ Reason for Denial or Rescheduling: _____

Signature _____ Date of Decision _____ Supervisor _____

Article XVII
Grievance Procedures and Arbitration

Section 1. The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances over the interpretation or application of this Contract. This negotiated procedure shall be the exclusive procedure available to the Union and the employees in the Bargaining Unit for resolving such grievances. Excluded from this procedure are provisions of law, regulations of the Department of the Interior or the National Park Service, or regulations of appropriate authorities outside the Department and all complaints for which a statutory appeals procedure exists.

Section 2. Any employee or group of employees may present such grievances to the Employer and have the Employer try to adjust them without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Contract and the Union is given an opportunity to be present at the adjustment. The employee and the Union representative shall be granted reasonable time to prepare and present their grievances.

Section 3. The Union, or an employee or group of employees, wishing to initiate a grievance over the interpretation or application of this Contract shall proceed as follows:

Step 1

A. The grievance will be take up orally by the grievant at the lowest appropriate supervisory level, normally with the immediate supervisor. This shall be done within fifteen (15) working days after receipt of an unfavorable administrative decision, or the date of occurrence of the event or action prompting the grievance, or the date the grievant becomes aware of such action. The employee may present his/her own grievance or may be represented by the Union or a representative approved by the Union. The persons involved in the discussion will make an earnest effort to resolve the matter.

B. The supervisor will make whatever investigation is necessary and will give his/her answer to the aggrieved employee and the Union representative within ten (10) working days after the date of discussion. It is expected that most grievances will be settled at this level.

Step 2

A. Should the grievant not be satisfied with the reply in Step 1, the grievance may be presented in writing to the next line supervisor no lower than Chief Ranger with a copy to the Union within ten (10) working days after receipt of the Step 1 decision. The written grievance shall contain sufficient details to identify the agreement provision violated, clarify the basis for the grievances and specify the personal relief requested by the employee.

B. The next line supervisor will make such additional investigation as he/she considers necessary to develop the facts of the case. He/she will then discuss the matter with the employee and his representative if necessary within ten (10) working days after receipt of the written grievance. The supervisor may contact any employee he/she believes has direct knowledge of the facts concerning the grievance. He/she will submit his/her written decision within fifteen (15) working days after receipt of the grievance. The decision will be given to the employee with a copy to the Union. This reply will contain the reasons to substantiate the decision.

Step 3

A. If the Step 2 decision is unsatisfactory to the employee, the decision may then be appealed, in writing, to the Superintendent with a copy to the Union within ten (10) working days after receipt of Step 2 decision. The employee of the Union may ask that the written request be supplemented by an oral presentation to the Superintendent.

B. The Superintendent will review the case based on the record and any oral presentation. His/her decision will be rendered in writing to the employee and the Union as soon as practicable, but not later than fifteen (15) working days after receipt of the employee's written grievance.

Section 4. If the Step 4 decision is unsatisfactory to the employee, and the Union agrees, the Union may by written request within fifteen (15) calendar days after receipt of the Step 3 decision, submit the grievance to arbitration. Only the Union can invoke arbitration.

Section 5. Within five (5) working days from the date of the receipt of the request for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators unless they can agree upon an arbitrator within the five (5) days. The parties shall meet within five (5) working days after receipt of such list. Either party may request a new panel of arbitrators upon review of the list. If they cannot mutually agree upon one (1) of the listed arbitrators, then the Employer and the Union will each strike one (1) arbitrator's name from the list and repeat this procedure until one (1) name remains on the list; the remaining person shall be the duly selected arbitrator.

Section 6. The arbitrator shall render a written decision within thirty (30) calendar days following the conclusion of the hearing. The decision of the arbitrator shall be limited to the interpretation and application of this agreement. The arbitrator shall not alter, change or amend this agreement. The award of the arbitrator shall be final and binding upon the parties. The only exception that may be filed shall be done in accordance with the rules of the Federal Labor Relations Authority.

Section 7. The arbitrator's fee and the expenses of arbitration, if any, will be borne equally by the Employer and the Union. The arbitration hearing will be held on the Employer's premises during the regular day shift hours of the basis work week. All ~~Independence~~ National Historical Park participants in the hearing will be in duty status if they would otherwise be in a duty status.

Section 8. The time limits specified in this Article may be extended by mutual agreement of the Union and the Superintendent, or their designated representatives, when extenuating circumstances exist.

Article XVIII
Labor Management Cooperation

Section 1. The Employer will name a Union member to all Park ~~committees~~ which involve matters concerning working conditions, procedures or personnel policies and practices and are in the sphere of labor-management cooperation. The member will be selected from a list of three (3) employees nominated provided for each committee by the Union.

Section 2. Bulletin Boards (Electronic, Standard)

The Union shall have free access to the National Park Service electronic mail system and other electronic information (bulletin board) systems to convey pertinent personnel related and official Union information. The Employer will provide Union bulletin boards in buildings where Bargaining Unit employees are assigned lockers or office space.

Section 3. Meeting Space

A. Office Space and Furnishings

The Employer will continue to provide the Union office space and furnishings such as are being provided on the effective date of this agreement (2nd Floor North, 314 Market Street). The Employer will make reasonable efforts to provide private space, as available, for confidential discussions between a bargaining unit member and a designated Union representative, when held in accordance with the terms of this agreement.

B. Other Facilities and Services

The Union will have access to photocopy equipment, fax machines and internal mail for purposes which are consistent with the best interest of the Employer, employees and the Union. These services will not be used for mass mailing or bulk reproduction (more than 12 copies).

In processing excess office equipment and furnishings, the Employer will include use for the FOP for its use in making disposition.

The Union shall have free access to government electronic mail and other electronic information to convey pertinent personnel related and official Union information. The Employer will provide Bulletin Boards in buildings where Bargaining Unit employees are assigned lockers or office space.

Section 4. The Employer will, upon written request of the Union, make available internal space for conferences, meetings, and other approved Union functions relating to bargaining unit employees at no cost to the Union. It is agreed and understood that functions relating to internal Union business will take place during non-work hours. Normally, the request for space will be made at least five (5) workdays prior to the date desired. Subject to supervisory approval, on-duty employees may be allowed to attend Union meetings, provided they are available for immediate recall.

The Union agrees to maintain any such space and equipment provided consistent with Service and Park standards.

Section 5. A joint labor-management committee will be created. The committee will consist of three (3) Management officials and three (3) Rangers selected from the bargaining unit by its president.

The committee will establish its own rules of procedure and protocol:

The committee may discuss matters that affect the law enforcement unit as a whole. The committee will attempt to reach a consensus when changes are proposed. When no consensus can be reached, Independence NHP retains its management rights and the FOP retains its right to bargain over the impact and implementation of any change, where appropriate.

Meetings will be held at the request of either party. The requesting party will include an agenda of items to be discussed. Items other than those on the agenda may be discussed by mutual agreement. Items for discussion should be reviewed with the Chief Ranger and Second Vice-President in advance of the committee meeting.

Attendance at meetings will be limited to Union and Employer representatives and other persons scheduled to speak on agenda items.

Meeting will be conducted during working hours and on official time.

The FOP chair will advise a designated official of the Employer a minimum of three days in advance of a scheduled meeting, the names of individual who are requesting to participate in meetings. However, the Union assumes responsibility for notifying Union representatives concerning time and place of the meeting and arranging for appropriate supervisory clearance for time away from the work site.

Individual grievances, complaints or any other issue in a formal appellate procedure will not be a subject of discussion at these meetings, except by mutual consent in advance.

Article XIX
General Provisions

Section 1. The Employer shall promptly notify employees who receive emergency telephone calls. Notices or letters of a confidential nature sent to employees by the Employer shall be in sealed envelopes.

Section 2. The Employer has the responsibility of informing injured employees of their rights and entitlements under the Federal Employees Compensation Act.

Section 3. During the time period set by the Superintendent for the wearing of the winter uniforms, employees will be allowed to wear the black turtle neck, regardless of the time of day.

Section 4. Employees will be allowed to wear the National Park Service approved Hiking Boot, regardless of time of day. The Employer reserves the right to suspend the wearing of this boot for special events of a formal nature.

Section 5. Overall seniority is based on EOD date at Independence NHP in a LE ranger position. Ties in seniority will be broken in the following manner:

01. Service computation date (SCD)
02. and if there is still a tie, then by lot.

Section 6. The Employer agrees that an adequate (the FOP states a minimum of one computer per squad is adequate) amount of computers and peripherals to comply with reporting procedures and other on-line communications associated with work place endeavors is a desirable goal, and within available resources, the Employer will attempt to maintain the computers at current industry standards. Outdated computers will be modified to current standards and taken out of service and replaced as funds for this purpose become available. Where possible, computers will be made available wherever rangers have duty stations or work areas. This includes but is not limited to IVC patrol office, east wing, communications center and 313 Walnut Street. All computers will have access to government restricted intranet sites.

Section 7. Park Management and Union will continue to meet to discuss parking options through the joint labor-management committee.

Section 8. Where possible, the Employer will provide a representative to attend Police Officer's Memorial Day observances and funeral for fall local (tri-state) law enforcement officers.

Section 9. Any search of an employee's locker will be done in compliance with law unless under exigent circumstances. Search of a bargaining unit employee's locker(s) will only be conducted in the presence of the ranger assigned the locker and/or a Union representative if the employee is not available, except where exigent or compelling circumstances dictate otherwise.

Article XX
Duration of the Contract and Amendments

Section 1. The effective date of this contract shall be the date of approval by the Director of Personnel, United States Department of the Interior or forty-five (45) days from the date the parties sign the Contract, whichever comes first. It shall remain in effect for three (3) years. However, the Contract shall be automatically renewed for one (1) year on the anniversary date and on each anniversary date thereafter unless during the period of ninety (90) to sixty (60) calendar days period to such date either party gives written notice to the other of its desire to renegotiate or terminate the Contract. The notice must be acknowledge by the other party promptly upon receipt. Upon termination notice being given, the Contract shall terminate on the anniversary date.

Section 2. The Basic Contract will be amended as required to comply with law, court decision. During the period between ninety (90) and sixty (60) days before the expiration of the Contract, or any anniversary date thereafter, either party may require negotiation to amend or renegotiate this Contract. At other times, the parties by mutual consent may negotiate amendments to this Contract. The moving party will initiate negotiations by submitting its proposals to the other party. The Employer and the Union will negotiate only those matters that have been submitted in writing at least fifteen (15) calendar days prior to negotiation. Negotiation will commence at mutually agreeable times within sixty (60) calendar days of the initial submission. These time limits may be changed for a particular negotiation by mutual consent. Request for amendments shall be in writing and must be accompanied by a summary of the modification or amendments proposed. All amendments will become effective on a date determined to be appropriate under the circumstances upon approval by the Director, Office of Personnel, United States Department of the Interior, or in forty five (45) days from the negotiators' signing, whichever occurs first.

Section 3. If an issue develops as to whether a proposal is contrary to law or regulations, it may be referred by either party to the Director of Personnel, Department of the Interior, for determination. If the Union is not satisfied with the response, it may appeal as provided by law. Negotiation disputes and impasses are resolved in accordance with law.

Section 4. Should any part of this agreement, or any provision contained herein be rendered or declared invalid by any reason, the invalidation of such provision(s) of this agreement shall not invalidate those unaffected portion(s) or provision(s) contained in this agreement and they shall remain in full force and effect in accordance with 5 USC 7117. Specific affected portions may be reopened for appropriate negotiations by either party within thirty (30) days of the effective date, or public notice of the statute, regulation or rule which renders invalid the provision, whichever is earlier. If no action is taken to reopen within that time, no negotiations will be required on the matter.

Article XXI

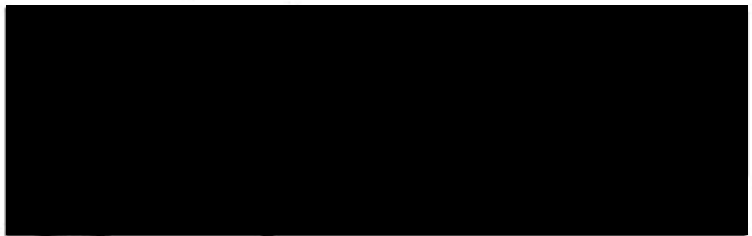
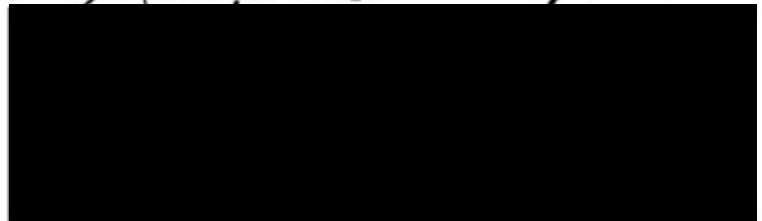
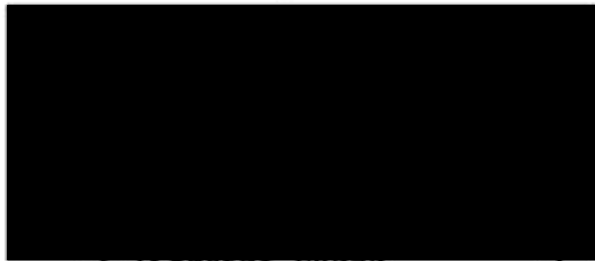
Distribution of Contract

Section 1. The Employer agrees to furnish each employee with a copy of this Contract. The employer agrees to inform all new employees who are hired to work in the unit of the existence of the exclusive recognition with the Union. A copy of the contract will be furnished to all new employees by the Employer. Also, the Employer will furnish twelve (12) additional copies to the Union.

Independence National Historical Park (Employer) and the Fraternal Order of Police, First Federal Lodge, F-1 (the Union) having met and negotiated a collective bargaining agreement, do hereby affirm and attest to this Agreement on September 16, 2004.

FOR THE EMPLOYER:

FOR THE FIRST FEDERAL LODGE:



OCT 1 2004

Approved: _____ 2004



Director of Personnel
U. S. Department of the Interior