

LABOR AGREEMENT

Between the

UNITED STATES
DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

Gettysburg National Military Park and National Cemetery

and

American Federation of Government Employees Local 3145

Negotiated in May, 1979

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NEGOTIATED BASIC AGREEMENT UNDER PUBLIC LAW 95-454

This Agreement is made by and between the Superintendent, Gettysburg National Military Park and National Cemetery, Gettysburg, Pennsylvania, hereinafter referred to as the "Employer," and the American Federation of Government Employees, Local 3145, hereinafter referred to as the "Union."

ARTICLE I

RECOGNITION AND UNIT DESIGNATION

SECTION 1. The Employer hereby recognizes that the American Federation of Government Employees Local 3145 is the exclusive representative of all employees of the National Park Service at Gettysburg National Military Park and National Cemetery, and Eisenhower National Historic Site, excluding management officials, employees engaged in personnel work other than of purely clerical capacity, and all supervisors.

SECTION 2. It is agreed that the Employer and the Union have the joint obligation to assure that all Union and Management officials are aware of the rights and obligations of both parties and the contents of this Agreement, and to insure a climate of cooperation in compliance with and execution of this Agreement.

ARTICLE II

RESTRICTION OF LAW AND REGULATIONS

SECTION 1. It is agreed and understood by the Employer and the Union that in the administration of all matters covered by this Agreement, management officials and employees are governed by Public Law 95-454 and any successor legislation functioning as Federal Service Labor-Management Relations. The parties are also bound by existing or future laws, case laws, decisions and policies of the Federal Labor Relations authority and regulations of appropriate authority.

SECTION 2. In the event this Agreement or any supplementary agreements are hereafter found to be in conflict with any of the above, the Employer shall notify the Union of such and the Employer or his designated representatives and the Union shall promptly enter negotiations to effect appropriate amendments to conform this Agreement or any supplementary agreements.

ARTICLE III

RIGHTS AND OBLIGATIONS OF EMPLOYEES

SECTION 1. An employee may join or refrain from joining the Union without interference, coercion, restraint, discrimination or reprisal from management or the Union. An employee's right or status as an individual National Park Service Employee will not be affected because of membership or non-membership in the Union

SECTION 2. The Union shall be given the opportunity to be present at:

- (A) Any formal discussion between one or more representatives of the Park and one or more employees in the unit or their representative concerning any grievance or any personnel policy or practices or other general condition of employment; or
- (B) Any examination of an employee in the unit by a representative of the Park in connection with an investigation if - (1) the employee reasonably believes that the examination may result in disciplinary action against the employee; and (2) the employee requests representation.

SECTION 3. An employee has the right to have both the Employer and the Union apply all provisions of this Agreement fairly and equitably to all employees of the unit without regard to race, creed, color, national origin, sex, age as prescribed in existing regulations, marital status, physical handicap, lawful political affiliations, or membership in a lawful union.

SECTION 4. In accordance with Public Law 95-454, employees are not free to engage in a strike, work stoppage, or slowdown or picket the NPS in a labor-management dispute.

SECTION 5. Solicitation of membership or dues and other internal business of the Union shall be conducted during non-duty hours of the employees concerned.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF THE EMPLOYER

SECTION 1. In prescribing National Park Service and Department regulations relating to Personnel policies and practices and matters affecting working conditions, the Employer shall have due regard for the obligation to meet and confer with the Union. Nothing in this section, however, shall affect the authority of any management official of the Park to determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and in accordance with applicable laws to (1) hire, assign, direct, layoff, and retain employees in the park, 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 park operations shall be conducted; (3) with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source. Nothing in this

section shall preclude the Employer and the Union from negotiating at the election of the Employer on (1) 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) to take whatever action may be necessary to carry out the agency mission during emergencies. The Employer and the Union may negotiate (1) procedures which management officials of the Employer will observe in exercising any authority under this section, or (2) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

SECTION 2. Management officials will not make unilateral changes in the terms of any labor-management agreements, pending the settlement of outstanding differences through mutually agreeable procedures. Changes which may be required by paramount statutes, executive orders, Office of Personnel Management, or emergency situations, shall be brought to the attention of the President of the Union.

ARTICLE V

ACCEPTANCE OF FEDERAL WAGE SYSTEM

SECTION 1. All Wage Grade employees shall be paid in accordance with the rates and procedures of the Federal Wage System.

ARTICLE VI

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 affiliation, union membership, physical handicap, marital status, or national origin; and to promote the full realization of equal employment opportunity 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 through personnel management procedures and programs provided in this Agreement and in Agency regulations.

ARTICLE VII

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 Freedom of Information Act.

SECTION 2. Each employee or designated representative will, upon request, have access to all documents appearing in his Official Personnel Folder and/or any other such record 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 Employees request therefore, in the Employers office. Under no circumstances 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 to be used for purposes 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. 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. All other officially recognized National Park Service personnel record systems will be free of derogatory information, unless specifically authorized by law or regulation, and then such information must be released to the employee if authorized by the applicable law or regulation.

SECTION 4. Employees shall be provided with a copy of unsolicited letters of complaint or commendation (wherein the employee is identified) provided that the senders name, address, and/or telephone number is first deleted.

ARTICLE VIII

POSITION DESCRIPTIONS

SECTION 1. Each employee will be given a legible copy of his position description.

assign work
SECTION 2. The Employer recognizes the right of the Union to consult with the Employer with respect to alleged improper assignment of duties to employees which are not included in their position descriptions.

SECTION 3. The Employer agrees that every effort will be made to assign all unit employees to work appropriate to their position descriptions; and/or to update the position descriptions when they are no longer accurate or adequate.

assign work
SECTION 4. Other duties assigned must be reasonable and related to the position.

ARTICLE IX

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. *in accordance with the needs of the service*

SECTION 2. When training is given primarily to prepare Employees for advancement and/or is required for selection for a position, then the training will be made under competitive procedures.

SECTION 3. The Employer will provide a positive program of employee development, which will be available to all employees, utilizing the resources of the Department and the community and a full range of training and development techniques to accomplish that end. Such techniques include, but are not limited to, on the job training, departmental training courses, understudy arrangements, ad hoc assignments, lectures, seminars, group meetings, outside course work and field trips. All of the above will be subject to the availability of funds.

ARTICLE X

OVERTIME

SECTION 1. Within the Divisions of Interpretation and Maintenance routine overtime shall be assigned using a rotation system. These assignments shall be distributed fairly and equitably, without discrimination among qualified employees who perform the duties on a regular and recurring basis. The rotation order will be in accordance with seniority among those permanent employees on duty prior to such assignments going to seasonal employees. The Employer agrees to maintain records of overtime worked and/or declined by divisions and to make these records available to the Union upon request.

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 a physician to the Employer.

SECTION 3. Employees working overtime after the end of a regular work shift shall not be required to take non-pay breaks prior to starting the overtime work assignment, unless by a mutual agreement by the employee and the supervisor.

SECTION 4. An employee directed by the Employer to report to a designated location prior to the scheduled start of his shift shall be properly compensated. Employees shall not be required to take time off during regular shift hours in their regular work week in order to compensate or offset overtime hours worked.

SECTION 5. The Employer shall give as much advance notice as circumstances permit when assigning overtime work to employees.

SECTION 6. The Employer shall not assign overtime work as a reward or a penalty.

SECTION 7. Cancellations of scheduled overtime shall be kept to a minimum.

SECTION 8. During overtime assignments exceeding two hours and at the conclusion of an eight (8) hour shift, sufficient time shall be allowed to eat while working on the job, if eating can be accomplished safely and without interruption of work.

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. Advance notice shall be given the Employee's supervisor for pre-confirmed medical/dental appointments.
- 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. In such a case, the Employer shall advise the employee in writing that he has a questionable sick leave record and explain why the employee is suspected of abusing sick leave; and he shall also be advised in writing that if his record does not improve, a medical certificate may be required for each future absence on sick leave. If this does not bring about an improvement in his sick leave record, the employee shall be notified in writing that all future requests for sick leave must be supported by a medical certificate, and he also shall be advised, in the same written action, fully and factually, of the reasons therefor.
- D. Notice of a questionable sick leave record shall not be based on sick leave absences which have been validated with medical certificates or for the 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 every six (6) months basis from the date of 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 ten (10) 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 of shortage of physicians, remoteness of locality, or 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 or disability. Such request will be approved or disapproved by the Employer and the Regional Office.

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 the pertinent Union official, sick leave records and all evidence relied upon by the Employer as the reason to believe that the

employee is abusing sick leave privileges. The burden of proof shall be upon the Employer to sustain the charge of abuse of sick leave.

SECTION 2. Annual Leave

A. The Employer agrees to approve and to schedule annual leave requests as appropriate so employees will not forfeit annual leave. The Division Chief shall prepare annually, a vacation schedule covering the employees in each organizational unit. The Employer shall request the vacation schedules (all periods of leave in excess of four consecutive days and at least 2/3 of all use or lose leave) of the employees by March 15, and the approval or disapproval with justifiable reason supplied of such leave shall be posted on or before April 15. Employees have the opportunity to place their vacation date preference or any other period of time consistent with their desires on this schedule. If there is more than one request for the same period of time the largest number of employees request for annual leave consistent with workload requirements in each organizational unit will be approved. When it is not possible to please all the employees for the same period, then seniority based on service computation date shall be the deciding factor on the first go-around. The name of the favored employee will then be placed on the bottom of a rotating list and will not be considered again until the complete cycle involving all competing employees has been exhausted.

B. Annual leave for emergency purposes will be approved when requested by employees whenever possible.

C. The Employer agrees that every fair and reasonable attempt will be made to grant annual leave when requested. Vacation periods not requested by March 15, where operations permit and if the employee has leave to his/her credit will be approved. Requests for shorter periods will receive the same treatment stated above.

D. The Employer agrees that, subject to staff and workload limitations, beginning and ending dates should be as requested by the employee.

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

F. When an employee has made a request for annual leave of four consecutive days or more and he wishes to change his selection, it must be with the mutual consent of the supervisor and affected employees when such leave interferes with the approved leave of other employees.

G. When applying for leave which occurs on a religious holiday associated with the religious faith of the employee, an employee may take annual leave or may elect to work compensatory overtime without charge to leave.

Employees who elect to work compensatory overtime for this purpose shall be granted (in lieu of overtime pay) an equal amount of compensatory time off (hour for hour) from his or her scheduled tour of duty. If such modification in the employees work schedule interferes with the efficient conduct of the Park's operation, the employees request for time off may be disapproved.

H. All requests for annual leave in excess of seven hours, other than that listed on the approved vacation schedule, must be submitted on SF 71, "Application for Leave" in duplicate. The duplicate copy of the SF 71 will be returned to the employee within 24 hours after receipt by the supervisor.

I. Seasonal employees who have accrued annual leave in accordance with applicable statutes and regulations will not be threatened from taking leave. Their use of leave will have no reflection on their evaluation. Two weeks advance notice for annual leave will be required from seasonals unless a verifiable emergency exists.

SECTION 3. Leave Without Pay

A. 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 ten (10) working days, after due consideration is given to the needs of the Park.

B. In extension of the general provisions to which reference is made above, the Employer agrees that request for a period of leave without pay from an employee of the Unit, for purposes of conducting Union business, may be submitted in writing, directly from the employee to the Employer.

C. Any employee elected or appointed to office in the Union, which requires a part or all of his time, may be given leave without pay upon request. He shall not lose his seniority and shall accrue seniority subject to applicable Civil Service regulations. Leave without pay for the above purpose is limited to periods not in excess of one year, but may be renewed upon receipt of application by such employee up to any limits imposed by the National Park Service.

SECTION 4. Holidays

When it is necessary to work on any legal holiday, then such work assignments shall be distributed without discrimination fairly and equitably on a rotating basis among the employees normally assigned to the required duties within each Division. Any deviation from this policy shall be with the express wishes and desires of the individual employees involved.

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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. The Union will cooperate by encouraging employees to abide by good safety practices and to work in a safe manner, as well as to report defective equipment and structure and unsafe procedures.

B. Each supervisor shall take prompt and appropriate action to eliminate unsafe conditions and correct unsafe practices which he observes and/or are reported to him.

C. The Employer shall arrange for or provide prompt transportation from the work site for employees injured while on duty to and from the local hospital or physician's office for treatment and examination.

D. The employer has the authority, subject to Departmental and National Park Service regulations, to furnish employees with special tools, safety clothing, and items necessary for performing work.

E. The Employer agrees to maintain adequate lighting, heating, and air conditioning within National Park Service enclosed buildings used as permanent work areas, subject to Government wide regulations and the availability of funds.

F. The Employer will furnish a satisfactory dust system for the carpentry shop when erected.

G. Every effort will be made to provide proper parking facilities for the employees. The Union will be contacted if the employees are moved from the Visitor Center and Cyclorama Center parking area.

H. Lunch periods will not normally be scheduled less than three and one-half ($3\frac{1}{2}$) hours or more than five and one-half ($5\frac{1}{2}$) hours after the start of the workday.

I. The Employer will provide a temporary lunch area for maintenance employees which is free of hazardous conditions and extraneous materials.

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 affect work assignments that are not detrimental to their health when such need is substantiated by a physician and the need or disability is of a temporary nature.

B. When a unit employee is found by a physician to be medically unable to perform the duties of his position because of environmental conditions and it is the opinion of the physician that such employee should relocate, management agrees to assist the employee to the maximum extent possible in his attempt to affect a transfer to activities in the geographical areas prescribed by the doctor.

SECTION 3. Distribution of Health Benefit Plan Brochures

A. The Employer will make new employees aware of the existence of the AFGE Health Benefits Plan and will furnish him a copy of that plan's brochure as a part of the orientation kit.

B. Any employee desiring information regarding the AFGE Health Benefit Plan will be forwarded the AFGE Health Benefit brochure by management upon request of the employee.

C. The Union agrees to provide the Employer with a sufficient number of AFGE brochures for such distribution.

ARTICLE XIII

DISCIPLINARY ACTIONS

SECTION 1. Disciplinary action will be taken solely for the purpose of correcting offending employees, maintaining discipline and morale among other employees and a valid reason for promoting the efficiency of the Service. If this aim can be accomplished through orally admonishing the offender, and/or a letter of warning, formal disciplinary action will not be taken. When issued, a letter of reprimand 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 six (6) months at the request of the employee's supervisor or higher management official and providing such request is based on demonstrated improvement in the employee's conduct. The employee and supervisor shall meet and discuss the advisability of such request prior to each six month interval.

SECTION 2. Prior to initiation of disciplinary action, the employee shall be advised of his 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 his decision.

SECTION 3. 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 not be construed in any way to negate the requirement that the Union be given the opportunity to be present at all formal discussions between management and the employee.

SECTION 4. The Union may have present an observer at all hearings in connection with the action unless there is an objection by the appellant on grounds of privacy, and the objection is sustained by the Hearing Officer. Further, said observer shall be afforded the opportunity to present into the record the Union views on the action if requested by the Hearing Officer.

ARTICLE XIV

REDUCTION-IN-FORCE AND OTHER CUTBACKS

SECTION 1. The Employer shall notify the Union of the necessity for a reduction-in-force and of the reasons therefor as soon as the necessity for such reduction-in-force is recognized and 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.

SECTION 2. In the event of a reduction-in-force, the Employer shall make every possible effort to place affected employees in positions for which they are qualified.

SECTION 3. Career or career-conditional employees separated by reduction-in-force will be given preference for returning from the re-employment priority list, to the extent that governing regulations permit or require.

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

SECTION 5. Insofar as possible, the Employer shall plan in advance for changes in missions and reorganizations which may affect employees in order to ease the impact on the employees concerned and shall keep the President of the Union fully informed at all times in connection with such matters to the extent the Employer is so permitted by higher authority.

SECTION 6. The Employer shall give the Union and affected employees as much advance notice as possible of impending reductions-in-force, transfers in functions and reorganizations.

ARTICLE XV

CONSULTATION AND NEGOTIATION

SECTION 1. Both parties to this Agreement have the responsibility of conducting their negotiations and consultations in good faith and otherwise in such manner as will further the purposes of Title VII, Public Law 95-454.

They agree to make every reasonable effort to resolve all differences which arise between them in connection with the administration of this Agreement.

SECTION 2. It is agreed and understood that matters appropriate for consultation and negotiation between the Employer and the Union are conditions of employment as defined in Title VII, Public Law 95-454.

SECTION 3. For purposes of this Agreement, 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 courses 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 agreement shall eliminate the responsibility of the Employer and Union to meet and discuss matters not covered by this Agreement, 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

wavier 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.

ARTICLE XVI

UNION REPRESENTATIVES AND STEWARDS

SECTION 1. The Employer agrees that to enable the Union to meet and discharge its obligations and responsibilities under this Agreement, authorized AFGE representatives shall be permitted to visit the Park and places of work of the Park during working hours, provided that such visits will not interfere with Park operations. Any membership solicitation and other internal union business shall be conducted outside of the working hours of the employees.

SECTION 2. Prior arrangements shall be made between the Union and the Employer for visits to the Park of outside AFGE representatives. Authorized AFGE representatives shall make their presence known to the Park Superintendent upon arrival.

SECTION 3. The Employer agrees to recognize the Union officers and three designated vice presidents/stewards designated by the Union. The Union shall designate the work location each vice president/steward is authorized to represent. However, officers may in the absence of the designated vice president/steward, represent employees outside their assigned area of responsibility.

SECTION 4. It is agreed and understood that each officer has authority to act on behalf of the Union within his 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 Agreement. It is mutually agreed that every effort will be made to resolve problems at the lowest level of supervision. Supervisors will recognize the responsibility of the Union officers in the performance of their duties under the terms of this Agreement and Title VII, Public Law 95-454.

SECTION 5. It is agreed that Union officers will be granted reasonable time to discuss appropriate matters under the terms of this Agreement with the vice presidents/stewards. Vice presidents/stewards are authorized to perform and discharge the duties and responsibilities which may be properly assigned to them by the Union, provided there is no interference with Park operation. The Employer agrees that there shall be no discrimination against the stewards because of the performance of such duties. If the vice president/steward, or other Union officer intends to leave the immediate work area to which he is assigned, permission must be obtained in advance from the immediate supervisor of the vice president/steward/officer. Further, prior to discussion with an employee in another work area, the vice president/steward/officer will report to the immediate supervisor in that particular area and state the purpose of his visit. Subject to workload requirements, the supervisor will make the employee available for discussion

within a reasonable period of time. Employees will be allowed a reasonable amount of time to discuss appropriate matters with the vice president/steward/officer under the terms of this Agreement.

SECTION 6. Provided reasonable advance consultation is held with the Employer, an official of the Union may be excused without charge to leave for the purpose of attending a training session sponsored by the Union if the subject matter of such training is of mutual concern to the Employer and the employee in his capacity as a Union official, and the Employer's interest will be served by the Union officials's attendance. Administrative leave approved for this purpose will normally not exceed eight (8) hours for any individual within a twelve (12) month period.

ARTICLE XVII

GRIEVANCE PROCEDURE AND ARBITRATION

SECTION 1. The purpose of this article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

SECTION 2. Scope - A grievance means any complaint -

- (A) By any employee concerning any matter relating to the employment of the employee;
- (B) By the Union concerning any matter relating to the employment of any employee; or
- (C) By any Employee, the Union, or the Employer concerning -

- (1) The effect or interpretation or a claim of breach, of a collective bargaining agreement;
 - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment;
- (D) Except that it shall not include a grievance concerning -
- (1) Any claimed violation relating to prohibited political activities; or
 - (2) Retirement, life insurance, or health insurance; or
 - (3) A suspension or removal for national security reason, Sec. 7532; or
 - (4) Any examination, certification or appointment relating to initial employment; or
 - (5) The classification of any position which does not result in the reduction in grade or pay of an employee;
 - (6) EEO complaints.

SECTION 3. 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 Agreement and the Union is given opportunity to be present at the grievance proceeding. The employee and the Union representative shall be granted reasonable time to prepare and present their grievances.

*Dictated
Employer
2/20/01
2/20/01*

SECTION 4. This negotiated procedure shall be the exclusive procedure available to the Union and the employees in the bargaining unit for resolving such grievances except as provided in Section 5 of this article.

SECTION 5. Appeal and Grievance Options

An aggrieved employee affected by a removal or reduction in grade based on unacceptable performance, or adverse action may at his/her option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both. For the purposes of this section and pursuant to Section 7121(e)(1) of the Act, an employee shall be deemed to have exercised his option under this section only when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure.

SECTION 6. Question of Grievability

In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. The Employer agrees to raise any question of grievability or arbitrability of a grievance prior to the time limit for the written answer in Step 2 of this procedure. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

SECTION 7. The Union, or an employee or group of employees, wishing to initiate a grievance shall proceed as follows:

Step 1.

- A. The grievance will be taken up by the grievant at the lowest appropriate supervisory level, normally with the immediate supervisor. This shall be done within thirty (30) calendar 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 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 answer to the aggrieved employee and the Union representative within five (5) working days after the date of discussion. It is expected that most grievances will be settled at this level.

Step 2.

- A. If dissatisfied with the decision at Step 1, the grievant may present his grievance in writing to the next line supervisor with a copy of the Union within five (5) working days after receipt of the Step 1 decision. The written grievance shall contain sufficient detail to identify and clarify the basis for the grievance and specify the personal relief requested by the employee.

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

Step 3.

- A. If the Step 2 decision is unsatisfactory to the employee or the Union, the decision may then be appealed, in writing, to the Superintendent with a copy to the Union within fifteen (15) calendar days after receipt of the Step 2 decision. The employee or 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 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.

Step 4.

- A. If dissatisfied with the decision reached in Step 3, the grievant may within ten (10) calendar days advance the grievance to the Regional Director, Mid-Atlantic Region.
- B. The Regional Director will review the case. His decision will be rendered, and in writing, to the employee as soon as practicable, but not later than fifteen (15) calendar days after receipt of the written grievance. This reply shall contain the reasons used to substantiate his decision.

SECTION 8. If the Step 4 decision is unsatisfactory to the Union, it may by written request within thirty (30) calendar days after receipt of the Step 4 decision, submit the grievance to arbitration.

SECTION 9. Within five (5) working days from the date of receipt of the request for arbitration, the parties shall meet for the purpose of endeavoring to agree on the selection of an arbitrator. If agreement cannot be reached, then either party, or both parties jointly, may request the Federal Mediation and Conciliation Service to provide a list of five (5) persons qualified to act as arbitrators. Within five (5) working days after receipt of the list, the Employer and the Union shall meet to select an arbitrator from 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 10. The arbitrator will render his written decision within thirty (30) calendar days following the conclusion of the hearing. The decision of the arbitrator will consider and give due weight to the source's interpretation of its own rules and regulations. Arbitration decisions shall be accepted as final and binding in nature and promptly acted upon. Either part may file an exception to the award with the Federal Labor Relations Authority, in accordance with its rules.

SECTION 11. 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 basic work week. All Gettysburg National Military Park participants in the hearing will be in duty status if they would otherwise be in a duty status.

SECTION 12. 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. If the Employer does not answer the grievance within the time limits specified in this Article, the next step of the grievance procedure will be exercised. Failure of the grievant to follow the prescribed time limits shall terminate the grievance.

ARTICLE XVIII

LABOR-MANAGEMENT COOPERATION

SECTION 1. In order to achieve the fullest possible benefit from labor-management cooperation, there shall be established a joint Labor Management Cooperative Committee to consist of an equal number of representatives, not more than three (3) with alternates for each, chosen by the Union from Unit employees and by the Superintendent from the management's official staff. This committee shall have power of self-organization and shall record all proceedings. This committee shall have the prerogative of recommending improvements in efficiency and employment conditions, but shall not consider or act on matters that are subject to negotiation, or the settlement of grievances or disputes. The committee will hold monthly meetings which may be waived by mutual consent.

SECTION 2. Membership on Board and Committees

The Employer shall appoint a Gettysburg National Military Park member and an alternate from the unit as Union representatives on the following committees: The Gettysburg Employees Association, Uniform, Safety, and Equal Employment Opportunity, from a list of three employee nominees for each group as submitted by the Union. It is mutually understood and agreed that such Union participation will be limited to consideration of matters affecting employees of the Unit.

SECTION 3. Meeting Space

A. The Employer will make space available outside of working hours for the Union's use for purposes of meetings, conducting Union business, and Employer-approved affairs.

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

SECTION 4. Bulletin Boards

Space of 30" X 25" on bulletin boards in the Visitor Center, Cyclorama Center, Restoration Shop, Eisenhower NHS, Young Adult Conservation Corps, and Maintenance Area shall be made available to the Union for posting official Union material in accordance with 370 DM 711, 8.2.

SECTION 5. Access to Reference Material.

The Employer agrees to make available for review in his offices, copies of all regulatory material, laws, controlling decisions, and other directives of higher authority that the Park possesses. This would include, for example but not be limited to: Federal Personnel Manual releases; position classification standards; Comptroller General's Decisions; and Title 5, USC, and other laws bearing upon conditions of employment. The Employer shall notify the Union when such material is received and make it available for Union reference if it will require a change in the personnel practices and procedures of the Employer. The Employer agrees that where copies of such material which may be required by the Union in its representational duties are not available at the Park, he will attempt to secure them through other sources, though the parties agree that the Employer is not to be held responsible for delays in responding to such requests, out-of-print or out-of-stock material.

ARTICLE XIX

GENERAL PROVISIONS

SECTION 1. The Employer agrees that if time standards, work measurements or other means are used to determine the length of time required to complete a job, such standards will not be used as the sole criterion to judge the performance of an employee. It is agreed that the Union shall have the right to discuss the validity of time standards used in the unit.

SECTION 2. The Employer shall provide and maintain sanitary conditions for existing washrooms and locker facilities.

SECTION 3. The Employer shall notify employees who receive emergency telephone calls promptly. Notices or letters of a confidential nature sent to employees by management shall be in sealed envelopes.

SECTION 4. The Employer shall furnish to the Union a list of all employee's names, titles and location in the organizational structure upon request.

SECTION 5. The Employer has the responsibility of informing injured employees of their rights and entitlements under the Federal Employees Compensation Act.

SECTION 6. Employees shall be granted a reasonable amount of time before the end of their tour of duty to clean up. In addition, employees in the Maintenance Division shall be granted ten minutes prior to the meal period

and fifteen minutes prior to the end of the work day for the purpose of returning tools, cleaning their work area and personal clean up. The above time limits may be extended under unusual circumstance, under the discretion of the supervisor in conjunction with the Division Chief.

SECTION 7. Employees of the Gettysburg National Military Park and Eisenhower National Historic Site may not use government vehicles for non-official use. Further, in recognition of the energy crisis, government vehicles should not be used (at lunch or meal time) by employees working in the east or south cavalry fields, the area north of Routes 116 and 30 East to go beyond the nearest employer clean-up facility or assembly point (the same applies to the Eisenhower National Historic Site when it becomes operational). Employees in the other areas may return to the morning assembly point, provided travel one way is part of the total lunch/washup time allowed.

SECTION 8. Permanent employees shall be provided with individual lockers, as needed for proper security of assigned government property.

SECTION 9. When the park is closed due to severe weather or other unforeseen conditions, the Employer will notify non-essential employees not to report for duty by radio broadcast prior to the scheduled starting time. When employees are tardy in reporting for duty because of severe weather, the Division Chief may excuse the absence up to and including one hour. In

case of tardiness in excess of one hour because of severe weather, administrative leave may be approved by the Superintendent.

SECTION 10. Tardiness up to and including fifty-nine (59) minutes may be excused by the Division Chief in lieu of the employee being charged with leave or lateness. The approval of such tardiness shall be based on the reason for the request, and not his/her personality.

SECTION 11. Employees who work in the Class B mowing operation shall be provided access to rest rooms and either provided with an adequate water jug or have water brought to them.

ARTICLE XX

PERFORMANCE APPRAISAL

1. Employee evaluations will be completed, and presented to the employee for discussion, by the supervisor no later than the employee's birth month of any given year. This performance evaluation system will include valid, job-related performance standards and critical elements of performance so as to permit objective and accurate evaluations of performance. Such standards and critical elements shall be directly related to the employee's position description and will be applied in a fair and equitable manner.
2. Each employee will be given a copy of their position description, the performance standards and critical elements that relate to their position prior to the evaluation period. At that time, the Employer will assure that such standards and elements are communicated and discussed with the employee.
3. Each employee shall be given a copy of their evaluation.
4. The supervisor has an ongoing responsibility to inform the employees of their strengths as well as their weaknesses in the performance of their duties. If an employee needs improvement in areas of their position, then the supervisor shall so advise the employee and give proper assistance and guidance.
5. When employees are alleged to be performing at an unacceptable level regarding one or more critical elements, the employee shall be notified in

writing of their unacceptable performance, what action must be taken by them to improve their performance to an acceptable level, and what assistance will be provided by the Employer to help the employee to improve their performance. The Employer will give the employee a written notice of the proposed action setting forth specific instances which form the basis for the action. Such notice will be given the employee thirty (30) days in advance of the proposed action. During this period of time, employees will have fifteen (15) work days in which to respond to the notice of proposed action.

6. Evaluations of seasonal employees will be completed, and presented to the employee for discussion, by the designated supervisor no later than one (1) week prior to the employee's date of termination.

7. The evaluation of any employee, supervised by more than one person, will be based upon input from all supervisors. Appraisals will be based on a knowledge of performance and of the conditions under which the employee's work is performed.

8. Performance appraisals will be discussed with the employee in private. The employee has the right and will be encouraged to state his views.

Informal discussions between the supervisor and the employee are a normal part of supervision and should be frequent enough to assure understanding of changing job requirements, performance as related to requirements, and any problems the employee is encountering in performing the duties.

9. Any critical or adverse comments made by the supervisor in connection with a performance appraisal must be supported by approximate and factual examples.

ARTICLE XXI

ADVERSE ACTIONS

SECTION 1. An adverse action for the purpose of this Article is defined as a removal, a suspension for more than 14 days, a reduction in grade, a reduction in pay and a furlough of 30 days or less.

SECTION 2. In all cases of proposed adverse actions, the employee will be given written notice, which will state the specific reasons for the proposed action, at least 30 calendar days in advance of the action unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. The employee will be given the opportunity to respond orally and/or in writing to the reasons for the action before the deciding official, prior to the decision.

SECTION 3. Management will furnish the employee all copies of material relied on to support the reasons in the advance notice of proposed adverse action.

SECTION 4. An official who sustains the proposed reasons against an employee in an adverse action will set forth his/her reasons against the employee in his/her notice of decision.

SECTION 5. An aggrieved employee affected by an adverse action may at his/her option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both.

ARTICLE XXII

DUES WITHHOLDING

SECTION 1. In conformance with Title VII of Public Law 95-454, the Employer will withhold Union membership dues of employees in the unit 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.

SECTION 3. Withholdings shall include the regular periodic amounts required to maintain the employee as a member in good standing.

SECTION 4. Allotments for Union dues must be authorized on Standard Form 1187, which shall be purchased by the Union for members. 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 who will certify that the employee is a member in good standing in the Union. He in turn will submit the forms to the Administrative Office.

SECTION 5. The amount of dues withheld shall remain unchanged until the Union certifies to the payroll office that the amount of dues has changed for particular member or members, showing the specific amount of the new deduction. Notification of dues changes must be received by the payroll office prior to the beginning of the pay period for which the changes is effective.

SECTION 6. A member may revoke his allotment for Union dues by submitting to the payroll office two copies of a completed and signed Standard Form 1188 provided such form is dated and received prior to March 1. The effective date of such revocation shall be the first complete pay period from which Union dues are withheld after March 1. The payroll servicing officer upon receipt of a revocation will provide the Union appropriate notification of the revocation. A duplicate copy of SF 1188 when completed by the member will be used for this purpose.

SECTION 7. Termination of dues withholding shall be automatic when an employee is expelled or ceases to be a member of the Union or 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.

SECTION 8. Remittances to the Union of dues withheld will be made as soon as practical after each pay period for which deductions are made. Remittances will show the names of participating members, the amounts withheld, and the pay period from which deductions were made.

ARTICLE XXIII

TOURS OF DUTY

SECTION 1. The standard tour of duty will consist of five consecutive eight-hour work days.

SECTION 2. Tour of duty schedule will normally be given to employees at least two weeks but not later than one (1) week in advance of the schedule's effective date.

SECTION 3. Schedules for permanent interpretive employees during the summer months will be in accordance with the following guidelines:

A. One of their two consecutive lieu days shall be Saturday or Sunday.

B. Employee will be assigned no more than one shift per week on an irregular shift that extends past 6:30 p.m. and such assignments shall be in accordance with reverse seniority.

C. However, deviations from B. above may be made if extenuating circumstances (unforeseen work situations, funding or staffing) preclude adherence by management. In such cases their assignments shall be made in the reverse order of seniority.

D. The above schedule will be presented to the Union prior to its release to employees. The Union shall have four days in which to comment on the schedule. This period of time shall run concurrently with its release to employees.

SECTION 4. The Union shall also be given a copy of other appropriate work schedules.

SECTION 5. All employees classified as non-exempt under the FLSA who are suffered or permitted to work over forty hours in an administrative work week will be compensated in accordance with applicable laws and regulations.

SECTION 6. The Employer agrees, if administratively controllable, to schedule and arrange travel of employees to occur within each employees' standard work week.

ARTICLE XXIV

DISTRIBUTION OF AGREEMENT

The Employer agrees to furnish each employee with a copy of this Agreement. The Employer agrees to inform all new employees who are hired for work in the unit of the existence of the exclusive recognition with the Union. A copy of the Agreement will be furnished new employees. Also, the Employer will furnish thirty (30) additional copies to the Union.

ARTICLE XXV

DURATION OF THE AGREEMENT AND AMENDMENTS

SECTION 1. The effective date of this Agreement shall be the date of approval by the Director of Personnel, United States Department of the Interior. It shall remain in effect until May 17, 1982. However, the Agreement shall be automatically renewed for one year on the anniversary date and on each anniversary date thereafter unless during the period of from one hundred and five (105) to sixty (60) calendar days prior to such date either party gives written notice to the other of its desire to renegotiate or terminate the Agreement, (except that the Employer cannot terminate the Agreement without the advance approval of the Director of Personnel, United States Department of the Interior.) The notice must be acknowledged by the other party promptly upon receipt. Upon termination notice being given, the Agreement shall terminate on the anniversary date.

SECTION 2. This Basic Agreement will be amended as required to comply with law, court decision, or controlling regulations. During the period between one hundred and five (105) days and sixty (60) days before the expiration of this Agreement, or any anniversary date thereafter, either party may require negotiation to amend or re-negotiate this Agreement. At other times, the parties by mutual consent, may negotiate amendments to this Agreement. 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 a mutually agreeable time within forty-five (45) 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 modifications or amendments proposed. Such amendments will be effective on a date determined to be appropriate under the circumstances after approval by the Director of Personnel, United States Department of the Interior.

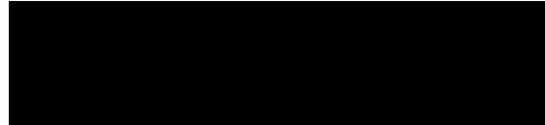
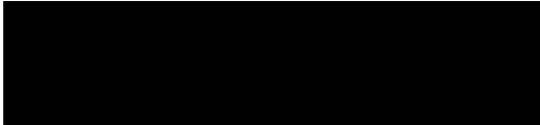
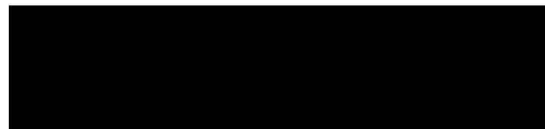

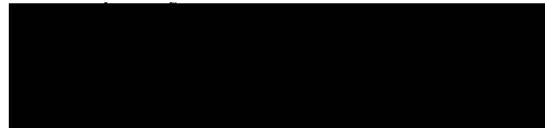
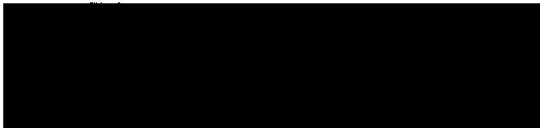
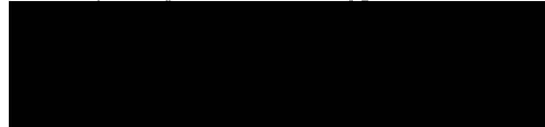
SECTION 3. Each party will provide the other with its list of negotiators (up to a limit of four employee members on the Union team) at least ten days before the beginning of negotiations. Designation of alternates may be made if desired.

GFTT

Gettysburg National Military Park and National Cemetery (Employer) and American Federation of Government Employees Local 3145 (the Union) hereby enter into the foregoing negotiated basic agreement by affixing their signatures hereto this 29nd day of May, 1979.

For the Employer:

For the Union:



Approved: June 25, 1979



Office of the Secretary of the Interior

AMENDMENT NO. 1

to

BASIC AGREEMENT

between

UNITED STATES
DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

Gettysburg National Military Park and National Cemetery

and

American Federation of Government Employees Local 3145

Amendment No. 1

Pursuant to Article XXV, Section 2, of the Labor Agreement between the Superintendent, Gettysburg National Military Park and National Cemetery and the American Federation of Government Employees Local 3145, the signatories hereto representing the two parties met on 6/23, 1980 and agreed to amend the Basic Agreement as follows:

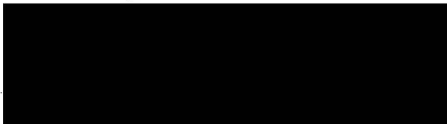
Article X

Overtime

Section 1. Within all divisions of the park routine overtime shall be assigned using a rotation system. These assignments shall be distributed fairly and equitably, without discrimination among qualified employees who perform the duties on a regular and recurring basis. The rotation order will be in accordance with seniority among those permanent employees on duty prior to such assignments going to seasonal employees. The Employer agrees to maintain records of overtime worked and/or declined by divisions and to make these records available to the Union upon request.

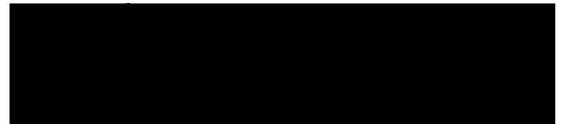
Note: It is mutually understood that this provision may be waived in order to carry out the park's mission during unforeseen emergencies in accordance with Article IV, Section 1.

For the Employer:



Superintendent, Gettysburg National
Military Park and National Cemetery

For the Union:



President, American Federation
of Government Employees Local 3145